

HEWITT TEXAS

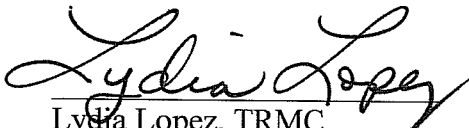
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Dinner Workshop** meeting of the governing body of the City of Hewitt will be held on the **3rd day of June, 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 budget for Capital Projects.
 - c. Briefing and discussion concerning Hewitt Dog Days of Summer Canine Event – June 15, 2013
 - d. Briefing and discussion concerning Library operations including tour of Library
 - e. Public Safety Fire & Police
2. Review regular meeting agenda items.
3. Convene Executive Session 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.
 - Pursuant to § 551.071(1)(A), consultation with Attorney regarding pending or contemplated litigation.
4. Close Executive Session.
5. 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 3:30 AM/PM on May 31, 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

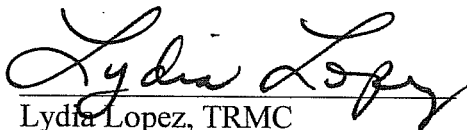
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **3rd day of June, 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 20, 2013.
2. Hear visitors on matters pertaining to city business.
3. Consider reappointments to the Planning & Zoning Commission.
4. Consider award of bid for installation of pre-cast concrete screening fence at the proposed public safety facility to Artisan Precast in the amount of \$68,696.80.
5. Consider and take appropriate action on an Interlocal agreement with Midway Independent School District for the placement of disc golf holes on property owned by Midway ISD and adjoining Hewitt Park.
6. 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 3:30 AM/PM on May 31, 2013.

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WORKSHOP ITEM 1 a.

HEWITT TEXAS

CITY ENGINEER'S REPORT

May 29, 2013

Note: *All schedules, dates and references to completion dates are approximate and subject to change.*

Street Improvements:

Devonshire Street & Drainage Improvements

The pre-construction conference was held on May 23rd. The contractor should be moving to the project within the next few days.

The contract calls for the project to be complete by August 17, 2013.

Micro-Seal Streets

The advertisement for bids has been sent out and bids are to be opened on June 13, 2013. The bids will be presented to the Council for the award of a contract on June 17, 2013.

I-35 Widening - Utility Adjustments:

Under construction; Lift Station No. 1 – All the wet-well concrete has been placed. Work is continuing on the sewer and water line relocations. This project is under contract with TXDOT as is the completion timeline.

Water Utility Improvements:

Proposed New Well:

The application for the drilling of the well is complete. The application for production of water from the well involves a report and considerable financial analysis to compare the well with the purchase of treated surface water. Both applications have a fee to the STGWCD of \$1,000 and have to be filed no later than July 31, 2013. The decision as to who will get permits will be determined by November, 2013.

Commerce Park Water Plant:

The location of the proposed elevated storage, related piping and equipment is being rearranged to accommodate the proposed well.

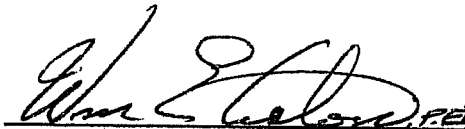
HEWITT TEXAS II

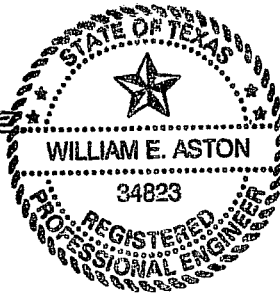
Wastewater Utility Improvements:

Lift Station No. 5 Replacement:

Design work has begun on the replacement of Lift Station No. 5, located adjacent to I-35 at the corner of the Fun Town RV site. This lift station is in poor condition and needs replacement. We should have the project ready to advertise for bids by the end of June.

By:


William E. Aston, P.E.



By:


Miles W. Whitney, E.I.T.



WORKSHOP ITEM 1 b.

1. 2012 Bond Projects
2. Other Bond Projects
3. Unfunded Projects

Fund 16 - 2012 BOND PROJECTS							
Project	Fund	Bids/Contractors/Notes	Bonded Amount	Awarded Bid	Balance Pd on Contract or Expenses Paid	Balance Due on Contract	Funds Available at 4-30-13
STREET PROJECTS							
Street Projects 16-50-16-01		Total amount bonded for Streets	1,354,873				
W. Warren Street fr Hewitt Dr to Fannin	GF	Knife River \$61,987 + \$18,666	160,873	80,652.99	80,652.99	-	
Del Rio Dr (all)	GF	H&B Contractors	23,000				
Russell Lane (all)	GF	"	61,000				
Tampico from Zuni to Laredo	GF	"	32,000				
Dixon Dr (all)	GF	"	40,000				
E Johnson St from 1st to Sun Valley	GF	"	64,000				
Hedrick, Dane and Nash Street Improvement	GF	H&B Bid \$495,949.75 -13769.30	165,000	482,180.45	458,071.43	24,109.02	
Various Street Projects Expenses	GF	Expenses: Duff/Rice/Langerman /etc			170,708.99		
Devonshire, revised	GF		450,000				
Patriot Parkway	GF		152,000				
Crescent Dr from 300 Blk to Chaparral Rd	GF		135,000				
Will Boleman (all)	GF		134,000				
	GF	Cut from Crescent or Boleman	(162,000)				
Microseal 2013	GF	estimate	100,000				
Total Street Improvements 16-50-16-01	GF		1,354,873	562,833.44	709,433.41	24,109.02	645,439.59
FIRE TRUCK							
Fire Truck 16-50-16-02	GF	Expenses and Contract Price	425,000	424,887.00	428,387.00	-	(3,387.00)
FACILITY REMODEL							
Facility Remodel 16-50-16-03			650,000				
K-R Bid	GF/WW	K-4 \$584,900+78,806-10.20		663,696	663,695.80		
Duff/Rice/E&A	GF/WW	Duff/Rice/E&A			21,945.50		
RBDR	GF/WW	RBDR			8,961.06		
Overhead Door	GF/WW	Overhead Door			5,850.00		
Extraco/Securetech	GF/WW	Extraco/Securetech			26,539.52		
Total Office Solutions	GF/WW	Total Office Solutions			53,793.96		
City Hall Renovations	GF/WW	K-4					
Total Facilities Remodel 16-50-16-03			650,000		780,785.84	-	(130,785.84)
TECHNOLOGY							
Technology 16-50-16-04	GF		130,000		69,933.59	-	60,066.41
FLOOD PLAIN STUDY							
Flood Plain Study 16-50-16-05	GF		100,000			-	100,000.00
PARK IMPROVEMENTS							
Park Improvements 16-50-16-06	GF		150,000	-	150,480.76	-	(480.76)
DRAINAGE ITEMS							
Drainage Master Plan	GF		75,000				
Spring Valley at Judy-drainage	GF	Green Light for action	60,000				
WestHill & Hidden Meadow	GF		75,000				
Old Temple at Neely	GF		200,000				
Total Drainage 16-50-16-07	GF		410,000			-	410,000.00
REPAINT/RELETTER WATER TOWERS							
Repaint/Reletter Water Towers 16-50-16-08	WW		200,000			-	200,000.00
Improvements to LS2 (Baxley & I35)16-50-16-09	WW		150,000			-	150,000.00
AUXILIARY POWER							
Auxiliary Power-water plants	WW		125,000				
Auxiliary Power-lift stations	WW		125,000				
Total Auxiliary Power 16-50-16-10			250,000			-	250,000.00
SUN VALLEY WATER LINE							
Phase 1 Bid - JNB	WW	JNB	650,000		175,917.36	-	
Various Expenses	WW	Expenses: Duff, Rice			33,504.03		
Phase 2 Bid	WW	Phase 2 Bid					
					209,421.39		440,578.61
NORTH SIDE WATER PLANT							
North Side Water Plant-16-50-16-12	WW		3,150,000			-	3,150,000.00
Expense to Issue							
Issuance Expense	GF/WW		80,127		80,127.00	-	-
Total			7,700,000		2,428,568.99	24,109.02	5,271,431.01

Street Projects pulled from this bond issue:							
Chapman Rd. Reinforced concrete pavement	GF	Placed on Hold/Unfunded worksheet	95,000				
Castleman Creek Dr Curb & Gutter	GF	Placed on Hold/Unfunded worksheet	195,000				
Uindenwood West-Phase II	GF	Placed on Hold/Unfunded worksheet	100,000				
Micro Slurry Seal	GF	Placed on Hold/Unfunded worksheet	100,000				
Additional funds received for Playground:							
Donation from Kiwanis	GF	for playground improvements	20,000				

2010 & 2007 BOND PROJECTS

Project	Fund	Bids/Contractors/Notes	Bonded Amount Available at 10-1-12	Awarded Bid	Balance Paid on Contract or Expenses Paid	Balance Due on Contract	Funds Available at 3-25-13
Fund 15 Street Capital Projects							
Public Facility Land- Fund 15	St Cap		458,677				
		Land for 4 acres/PD/FD site		125,000	-	125,000	333,677.00
Parks - Fund 15	St Cap		75,000		-		75,000.00
		Total Fund 15 Street Capital Project Funds					408,677.00
Fund 25 W&S Capital Projects							
Public Facility Land- TxDOT LS #1-Fund 25-96-01	WS Cap	Expenses: Integra LS1 2.28 Acres, Rice	68,073		8,117.88	-	59,955.12
LS5, LS4, & OTR Sewer Capital-Fund 25-96-02	WS Cap		848,103	*			
Phase 1-Line to Castleman Creek via OTR		Barnett -orig 1,065,759+18000+60242+3150		1,147,151	1,147,151.00	-	
Phase 2A-New Lift Station #4		Purcell - \$507,500		507,500	482,125.00	25,375.00	
Phase 2B-Interceptor & Force Main to OTR		Barnett - 814,660 7/11/12 + 19,543 changes		834,203	731,911.35	102,291.65	
via C. Creek & removal of existing LS #4		Expenses: Rice, Duff, Langerman			37,298.16		
						127,666.65	720,436.35
*the Bonded Amount Available is shown as of the date of this update; contracts outstanding cover more than one budget year.							
North Elevated Storage - Fund 25-96-03	WS Cap	Expenses: Engineering	983,664		31,618.00		952,046.00
South Ground Storage - Fund 25-96-04	WS Cap	Expenses: Engineering	629,113		991.00		628,122.00
Land & Easements -Fund 25-96-08	WS Cap	Expenses: Teton Pass-LS1 Land	223,571		170,464.00		53,107.00
Bagby/Alliance	WS Cap	Expenses: Engineering	92,126.00		1,760.00		90,366.00
		Total Fund 25 WS Capital Project Funds					2,504,032.47
Fund 30 - 2007 Bond							
Fund 30 - 2007 Bond \$9.25mil	30		297,736				
		Bullhide Creek-Hewitt % of Encumbrances				151,120.00	
		Baylor/TxDOT				29,022.00	
		Other unidentified				117,594.00	
		Total Fund 30 Capital Project Funds				297,736.00	-

updated 3/25/13

Other Budgeted Projects

Project	Fund	Bids/Contractors/Notes	Budgeted Amount Available at 10-1-12	Awarded Bid	Balance Paid on Contract or Expenses Paid	Balance Due on Contract	Funds Available at 4-30-13
General Fund Capital Outlay							
Dept 41-Other Equipment 50-614	GF	Other Equipment	9,380		13,547		(4,167)
Dept 41-Vehicles 50-635	GF	Patrol vehicles (2)	100,000	82,686	-	82,686	100,000.00
Dept 50-Street Maintenance 50-340	GF	Expenses: various \$8,544.95	75,000		10,810		64,190.00
Dept 50-Other Equipment 50-615	GF	Other Equipment	9,000		2,118		25,000.00
Dept 50-Vehicles 50-635	GF	Pickup	25,000		-		25,000.00
		Total General Fund Capital Outlay					218,007.58
Drainage Fund Capital Outlay							
Fund 12 - Drainage - Lindenwood 12-50-625	12		234,000				
		Barnett-Install Culverts-6/8/12		14,750.00	14,750.00		
		Expenses: BEST			5,673.50		
		Barnett-Install Culverts-6/8/12		156,291.50	156,291.50		
					176,715.00		
Drainage - Stoneridge 12-50-625		Expenses: HDGamble/Urental/ReadyMix/Duff			14,129.48		
		Total Drainage Improvements (budgeted over 2 yrs)			190,844.48		43,155.52
Other Equipment 12-50-615	12	Poston Chipper \$39,776.27;1/3 Pump \$2118.10	40,000		42,382.37		(2,382.37)
Vehicle-DF 12-50-635	12	2013 Ford F250 PU	24,000		25,751.25		(1,751.25)
		Total Drainage Fund Capital Outlay					39,021.90

Identified but Unfunded Projects

FY13 14				
Municipal Complex	FY 12/13	GF	9,300,000	Public Facilities
			-3,850,000	Public Safety Building
			5,450,000	
Plant 2 - Ground Storage Tank Recoating	FY 12/13	WW	100,000	budget -Rehabilitation and recoating (McLemore)
Park Improvements - Phase II	FY 12/13	GF	175,000	Park and Playground Improvements
FY14 15				
Lindenwood/Rolling Meadows Subdivision	FY 13/14	DF	350,000	Inlets, storm sewer & Imp at S. Lindenwood & Applewood including inlet/concrete surface overflow structure (est 937k)(purchase houses)
Lettering on Commerce Park Elevated Tank	FY 13/14	GF/WW		Economic Development
Elevated Storage-Baxley/OTR/Warren Park	FY 13/14	WW	2,200,000	1 mg composite-Stoneridge @ Baxley/OTR-plant
FY15 16				
Old Temple Road Widening - Phase 1	FY 15/16	GF	2,250,000	Widen from Hewitt Dr. to Castleman Creek
Enterprise Water Line replacement	FY 15/16	WW	790,000	Rolling Hills/135, replace w/16" \$450k. Add 16" from Baxley Tower to Enterprise (meet new 16") and S of Enterprise replacement to intersctn of 1695/OTR \$340k
FY16 17				
Old Temple Road Widening - Phase II	FY 16/17	GF	2,000,000	Widen from Castleman Cr to Spring Valley
Oklahoma Street - Line Upgrades	FY 16/17	WWW	545,000	Replace clay w/8"/rehab/reclaim fm NM to Wwarren
Lorena Well conversion	FY 16/17	WWW	500,000	Refurbish Facilities, lines to pump into city
FY17 18				
Devonshire Street Rebuild	FY 17/18	GF	2,000,000	Includes alot of Drainage work
Panther Way to Ava Rebuild	FY 17/18	GF	2,000,000	Includes a lot of Drainage work
Optional Water Source	FY 17/18	WWW	2,000,000	Bluebonnet Tie in
Westchester Drainage	FY 17/18	WWW	2,000,000	work needed to correct drainage in this area
Westchester Lift Station	FY 17/18	WWW	970,000	work needed to tie waste lines to new interceptor
			23,330,000	



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 3, 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 20, 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 20, 2013 - 5:30/7:00 PM

Members Present: Mayor Wilbert “Walky” Wachtendorf (presiding); Mayor Pro Tem Ed Passalugo; Council Members, Bill Fuller, James Vidrine, and Ronnie McNiel Charles D. “Charlie” Turner and Vincent R. “Pike” Anderson were present for the Regular Session only. Newly Elected Council Members Travis Bailey and Alex Snider were present.

Staff Present: City Attorney Charlie Buenger, 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, HR/Civil Service Director Susana Garcia-Gilmore, Planning & Community Development Director Bruce Braley, 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 was presented.
 - b. Briefing and discussion concerning disc golf course project was held.
 - c. Briefing and discussion concerning Hewitt Dog Days of Summer Canine Event – June 15, 2013 was held.
 - d. Public Safety Fire & Police (Chief Devlin announced Guns N’ Hoses event scheduled for June 29 and National Night Out – August 1.)
 - e. Briefing and discussion was held concerning FY 2013-2014 Budget.
2. The regular meeting agenda items were reviewed.
3. Adjourn. *A motion was made by Bill Fuller, second by Ed Passalugo to adjourn the Workshop at 6:40 pm.*

REGULAR SESSION – 7:00 PM

1. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL WORKSHOP/REGULAR MEETING OF MAY 6, 2013.** *A motion was made by Charlie Turner, second by Pike Anderson to approve the minutes as submitted but allow for additional corrections; all seven in favor, motion passed.*

2. **CANVASS ELECTION RETURNS OF THE CITY GENERAL ELECTION OF MAY 11, 2013.** Mayor Wachtendorf appointed Council Members Bill Fuller, Ronnie McNiel, City Attorney Charlie Buenger and City Secretary Lydia Lopez to canvass the returns of the general election. A brief recess was taken for the canvassing process.
3. **CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION DECLARING THE RESULTS OF THE CITY GENERAL ELECTION OF MAY 11, 2013.** City Attorney Charlie Buenger read the election results as follows: **Ward 1:** Travis Bailey – 286; Charles D. “Charlie” Turner – 229; **Ward 2:** James Vidrine – Unopposed (Declared Winner); **Ward 3:** Ed Passalugo – 266; Shane Barron – 259; **At-Large:** Charles “Alex” Snider – 277; Pike Anderson – 243. *A motion was made by Charlie Turner and second by Pike Anderson to approve the resolution declaring the winners of the City General Election; all seven in favor, motion passed. Winners are: Ward 1/Travis Bailey; Ward 2/James Vidrine, Ward 3/Ed Passalugo and At-Large/Charles “Alex” Snider.*
4. **ADMINISTER OATH OF OFFICE AND ISSUE CERTIFICATES OF ELECTION TO COUNCIL MEMBERS.** City Attorney Buenger issued the Oath of Office and Certificates of Election to Travis Bailey, James Vidrine, Ed Passalugo and Alex Snider. Newly elected council members took their seat.
5. **SPECIAL PRESENTATION AND RECOGNITION OF OUTGOING COUNCIL MEMBERS.** Mayor Wachtendorf presented plaques to outgoing Council Members Charlie Turner and Pike Anderson. Both Turner and Anderson made comments.

NOTE: Mayor Wachtendorf relinquished the chair to City Attorney Charlie Buenger to preside over the following:

6. **CONSIDER AND TAKE APPROPRIATE ACTION ON THE DESIGNATION OF MAYOR.** City Attorney Buenger opened the floor for nominations. Council Member McNiel nominated Ed Passalugo. Council Member Fuller nominated Wilbert Wachtendorf. *A motion was made by Travis Bailey and second by Alex Snider to cease nominations; all in favor, motion passed. City Attorney called for a vote on the nominations as follows: McNiel, Vidrine, Bailey, Passalugo, Wachtendorf and Snider in favor of nominee Ed Passalugo for Mayor; Fuller in favor of nominee Wilbert “Walky” Wachtendorf as Mayor. The vote (6-1) resulted in nominee Ed Passalugo being officially elected to the post of Mayor.*

NOTE: City Attorney Buenger relinquished the chair to Mayor Ed Passalugo to preside.

7. **CONSIDER AND TAKE APPROPRIATE ACTION ON THE DESIGNATION OF MAYOR PRO TEM.** Mayor Passalugo called for nominations. Council Member James Vidrine nominated Wilbert Wachtendorf. No other nominations were made. Wilbert Wachtendorf was nominated as Mayor Pro Tem by acclamation.
8. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** Patsy Kilgore, 731 Cheyenne, appeared to express concern about water rates and other city matters. No one else appeared.
9. **CONSIDER APPROVAL OF REVISED POLICIES AND PROCEDURES FOR USE OF THE HEWITT MEETING AND EVENT CENTER.** *A motion was made by James Vidrine, second by Wilbert “Walky” Wachtendorf to approve; seven in favor, motion passed.*
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.** *A motion was made by Wilbert “Walky” Wachtendorf, second by Travis Bailey to approve; seven in favor, motion passed.*
11. **ADJOURN.** *A motion was made by James Vidrine, second by Ronnie McNiel to adjourn at 7:27 pm, all seven in favor, motion passed.*

Approved: June 3, 2013

Lydia Lopez, City Secretary

Ed Passalugo, Mayor

HEWITT TEXAS

ITEM #2 – 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.



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 3, 2013

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider reappointments to the Planning & Zoning Commission.

STAFF RECOMMENDATION/ITEM SUMMARY:

Board members Jerral Knox and Betty Orton have agreed to serve another term on the Board. Douglas Bennett is also up for reappointment; however, he will be moving out of the city and is not be able to serve another term. His inability to serve will leave one vacancy on the board. If you have any prospective applicants, please submit their name so that I can forward an application for board service.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 3, 2013

AGENDA ITEM #: 4

SUBMITTED BY: Jim Barton, Assistant City Manager

ITEM DESCRIPTION:

Consider award of bid for installation of pre-cast concrete screening fence at the proposed public safety facility to Artisan Precast in the amount of \$68,696.80.

STAFF RECOMMENDATION/ITEM SUMMARY:

As part of the development participation agreement with JEV properties, Hewitt is funding the installation of approximately 860 linear feet of seven (7) foot tall privacy fence, along the Westernmost property line of the City property which will be the future site of the Public Safety Facility. The fencing will serve as a buffer between the Public Safety Facility and the residential homes in Ellis Farms South Addition. In working with JEV, specifications and cost estimates for various fencing types were considered and analyzed. Fencing options ranged from traditional cedar plank fencing to built-in place masonry fencing. After cost, aesthetics, opacity, and longevity of the project were taken into account, proposals were received from two companies to furnish and install a pre-cast steel reinforced concrete fence system designed to simulate brick masonry fencing. After review of the proposals, staff recommends accepting the proposal from Artisan Precast, of Tyler, Texas, in the amount of \$68,696.80. It should be noted that this is the first phase of fencing along the common boundary; an additional 530 linear feet of fencing will be installed at a future date as lots are developed. The back-up material includes the two cost estimates from companies that manufacture and install this fencing system.

ATTACHMENTS:

Bids/Cost Estimates

COST ESTIMATE

Date: Tuesday, May 21, 2013
Time: 1:03:55 PM

To: Jim Barton
City of Hewitt
P.O. Box 610
Hewitt, TX 76643

From: Christopher J. Miller
Artisan Precast

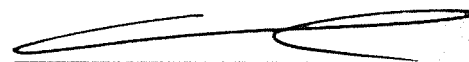
As the sole provider of our WOODCRETE®, BRICKCRETE®, FENCESTONE®, CEDARCRETE®, SMOOTHCRETE®, CHISELCRETE® and WOODCRETE® RAIL precast fence system, it is our pleasure to forward you the following cost estimate:

Estimate No.: 10894-C

Project Name: Police-Fire Building
Location: Hewitt, TX

	<u>Base Estimate</u>	<u>Alternative #1</u>
Product:	BRICKCRETE®	BRICKCRETE®
Color:	Standard Integral	Standard Integral
Scope:	Furnish and Install	Furnish and Install
Quantity:	860	1,390
Unit:	LF	LF
Height (feet):	7	7
Unit Amount:	\$79.88	\$76.34

Total Amount: \$68,696.80 \$106,112.60


Christopher J. Miller
President

NOTES:

1. All prices estimated are inclusive of all materials, installation, footings, freight, standard engineering drawings and warranty.
2. Precast Walls and Rail Fence Systems are manufactured with steel and fiber reinforced precast concrete having a minimum compression strength of 5,000 p.s.i. @ 28 days.
3. FENCESTONE®, BRICKCRETE®, WOODCRETE®, CEDARCRETE®, SMOOTHCRETE®, CHISELCRETE® and WOODCRETE® RAIL are registered trademarks of Artisan Precast.
4. Products are manufactured in the USA by a NPCA Certified Plant. 



5528 Old Bullard Rd.
Suite 110
Tyler, Texas 75703

1 (800) 511-2747
Email info@artisanprecast.com
www.artisanprecast.com

COST ESTIMATE

SCOPE OF WORK

1. Cost estimate includes the installation of Artisan Precast's Fence Systems as follows:
 - a. 7' high precast fence system shall be embedded into a 12" diameter x 4'-9" deep concrete pier, every 5'-0" on-center.
 - b. Actual diameter and depth of piers may be adjusted based on soil conditions and approval by structural engineer. These changes, water in the piers, and/or rocky soil conditions shall result in additional cost to the customer. Price is based on drilling pier with 1,500LB Skidsteer or equivalent. If Skidsteer cannot be used for any reason, including adverse soils conditions, location of underground utilities, etc, any or all piers shall be excavated by hand or by a 3rd party drilling at additional costs to the customer.
 - c. If piers shall fail to retain form and "cave in" as a result of loose or adverse soil conditions, then Sonotubes® may be required at an additional cost to the customer.
 - d. If piers shall contain water, or any other liquid or similar substance, then a water pump or pump truck may be required at an additional cost to the customer.
2. Precast fence system shall be manufactured in a standard integral color. Custom, Portland white or premium colors shall result in additional cost.
3. Customer shall provide clear access to the fence-line for delivery, placement of the materials by forklift, and access for concrete truck from commencement throughout the completion of work. If a concrete pump is required that shall be at additional cost to the customer.
4. All existing fence or fence-line obstructions are to be removed prior to commencement of installation precast fence system.
5. Customer to stake fence-line location with a one to three foot offset prior to commencement of work.
6. Once fence-line layout has been established and approved by owner/customer or jobsite superintendent, no changes can be made unless accompanied by a signed change order that represents any additional cost that may apply.
7. Height of fence to be determined from finish grade with a 2" tolerance.
8. Water, electricity and dumpster to be provided by customer.
9. Soil from footing to be spread along the fence-line. If any or all of the excavated soil cannot be spread along the fence-line, the customer shall be responsible for the additional cost incurred to remove and haul-off the soil.
10. Artisan Precast shall be responsible for cleanup of all debris resulting from the installation of the precast fence system.
11. Artisan Precast will not replace or replant any vegetation that is damaged due to the installation of the precast fence system.
12. All short sections will be billed as full sections.
13. All materials installed are first quality. Panels, posts or rails with incidental chips and hairline cracks are characteristic of the rustic appearance of the fence.
14. Cost estimate is based on Artisan Precast's labor rates and does not include cost for union or prevailing wage rates and/or apprenticeships that may result from prevailing wage rate requirements.
15. Cost estimated does not include any applicable taxes that may apply.
16. Cost estimate does not include bonds (Maintenance, Performance).
17. Cost estimate does not include any permits or permit/inspection fees.
18. Cost estimate is valid for 30 calendar days from date of estimate.



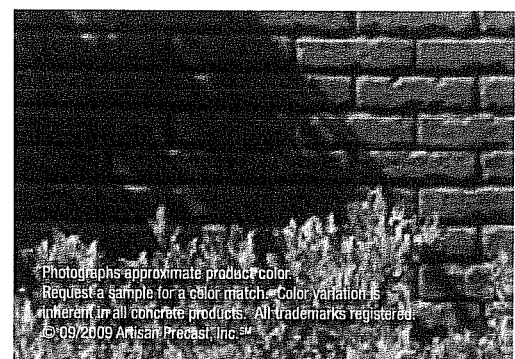
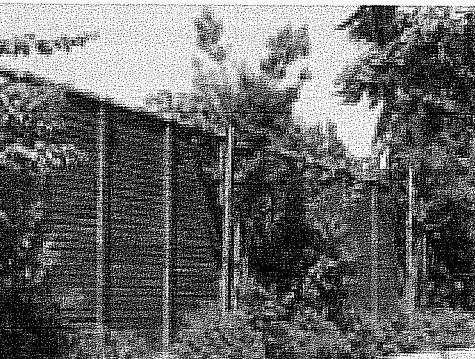
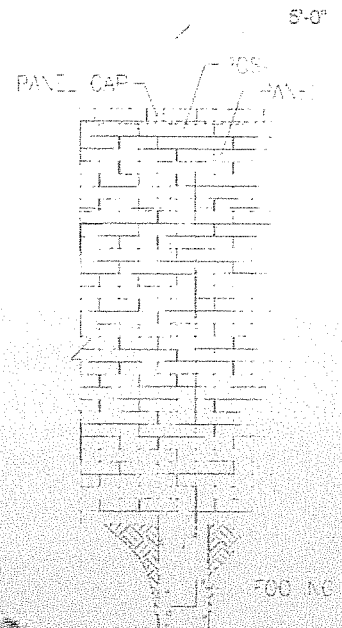
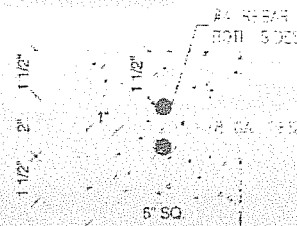
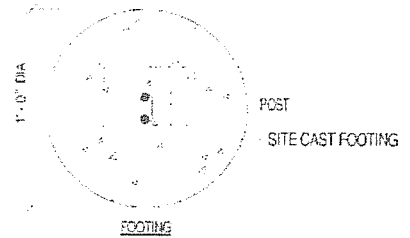
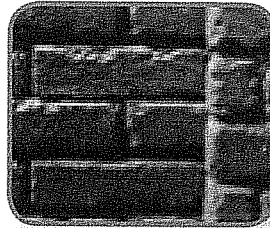
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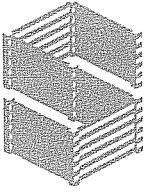
BRICKCRETE®

Brick walls are as American as apple pie, but can be costly and time-consuming to create and keep standing. BRICKCRETE® provides the classic visual impact of weatherworn "used" brick in an affordable product that is fast and easy to construct and has a virtually unlimited longevity.

BRICKCRETE® features rounded edges with chipped and pitted details that closely resemble real bricks. The pattern and texture is an excellent match for existing brick structures and creates a classic ambiance that complements the landscape.



Photographs approximate product color. Request a sample for a color match. Color variation is inherent in all concrete products. All trademarks registered. © 09/2009 Artisan Precast, Inc. SM



SUPERIOR CONCRETE PRODUCTS

1203 Raider Drive, Euless, TX 76180
Phone: 817-277-9255 Fax: 817-261-0194

PRELIMINARY ESTIMATE

DATE: May 17, 2013

CONTACT: Jim Barton
COMPANY: City of Hewitt

PROJECT NAME: Hewitt Police & Fire Station
LOCATION: Hewitt, TX

PRODUCT: SUPERIOR-BRICK
TYPE: Concrete Screening Wall
TEXTURE: Brick Pattern
COLOR: "Light Earth Tone"

SCOPE: Furnish & Install

QUANTITY: 860
UNIT: LF
HEIGHT (feet): 7

UNIT PRICE: \$80.75

SUB-TOTAL: \$69,445.00

TOTAL PRICE: \$69,445.00

Todd Sternfeld

Todd Sternfeld
CEO

NOTES:

1. Superior Concrete Products will conduct project on a design-build basis (furnish and install).
2. Price includes engineering, permits, materials, installation, footings and freight.
3. Screening wall shall be manufactured from reinforced precast concrete having a strength of 5,000 psi @ 28 days (min)
4. All work guaranteed for five years after installation.
5. SUPERIOR-BRICK is a trademark of Superior Concrete Products, Inc.
6. Product made in the USA by Superior's NPCA Certified Plant.

ADDENDUM

1. Superior Concrete Products will conduct project on a turnkey basis (furnish and install).
 - a. Price includes permits, engineering, materials, installation, footings, freight and a 5-year warranty.
 - b. All site plans, surveys and Metes & Bounds reports necessary to secure a fence permit are the owner's or buyer's responsibility. Superior Concrete Products is not responsible for any costs associated with obtaining these plans, surveys and reports..
 - c. All existing fence or fence line obstructions to be removed by owner prior to commencement of work.
2. Preliminary Estimate includes installation of Superior's Wall System as follows:
 - a. Wall design per the IBC 2009, 90 MPH wind load, Exposure B.
 - b. In ground installation:
 - i. 7' high wall (Typical) - in 12" diameter x 5'- 0" deep concrete piers, 5' on-center.
 - ii. 7' high wall (Last 2 piers) - in 16" diameter x 6'-9" deep concrete piers, 5' on-center, reinforced with 4-#4 vertical bars and #3 ties, 8" OC, with 3-#3 ties at top.
 - iii. 7' high wall (Piers 3 & 4) - in 16" diameter x 5'-6" deep concrete piers, 5' on-center, reinforced with 0-#4 vertical bars and #3 ties, 8" OC, with 3-#3 ties at top.
 - c. Price is based on installing fence in earth and does not include the cost of core drilling into existing concrete or asphalt which can be done at an additional cost to the buyer.

Preliminary Estimate is based on having at least 15' of clear access on one side of fence for use of skid steer and material staging. Additional cost to the buyer shall apply if access is insufficient to use equipment to excavate and handle materials.
 - d. Actual diameter and depth of postholes may be adjusted based on soil conditions and approval by structural engineer. These changes and/or rocky soil shall result in additional costs to customer
Price is based on drilling piers with Bob Cat or equivalent. If the Bob Cat cannot be used, any or all piers shall be excavated by hand or by a 3rd party drilling rig at an additional costs to the customer.
3. Screen wall shall be furnished with decorative posts and panels.
4. Wall systems manufactured in a "Light Earth Tone". Red, White and Custom colors are premium colors.
5. Clear access to the fence line for delivery and placement of materials by forklift from commencement throughout the completion of work. No trenches or other subcontractor's material and/or equipment in fence line location.
6. Owner to stake fence line location with a one to three foot offset prior to commencement of work.
7. Once fence line layout has been completed and approved by owner/contractor or superintendent on the site, no changes can be made unless accompanied by a signed change order, which would represent any additional costs that may apply.
8. All existing fence or fence line obstructions to be removed by owner prior to commencement of work.
9. Height of fence to be determined from finish grade with a two-inch tolerance.
10. Soil from footing to be spread along fence line. If any or all of the excavated soil cannot be spread along the fence line, the customer shall be responsible for the additional costs incurred by Superior Concrete Products to remove and haul-off the soil.
11. Superior Concrete Products shall be responsible for cleanup and hauling of all debris resulting from install.
12. Water to be provided by owner at job site.

ADDENDUM - continued

13. All materials installed are first quality. Panels with incidental chips on the board "edges" are characteristic of the rustic appearance of the fence. Panels with chips that expose the tongue and groove interlock will not be used in the construction of the wall.
14. Superior Concrete Products will not replace or replant any vegetation that is damaged due to installation.
15. At the commencement of work, a 2'x 2' free standing sign will be present on the job site throughout the duration of work, whereupon at the completion of work, at a pre-determined end position on the wall, a product sign will be affixed to the post.
16. All short sections will be billed and counted as a 5' section.
17. Payment schedule: Progress payments; net 30 days, for stored material and work performed.
18. All work guaranteed for five years after installation.
19. Final inspection and acceptance of the screening wall shall be made by the owner's representative.
The screening walls surface shall be inspected at a viewing distance, which is representative of the screening wall's normal viewing distance.
20. Price does not include the cost for Traffic Control Plan or any associated labor, equipment and materials.
21. Preliminary Estimate is based on Superior Concrete Products labor rates and does not include provisions for union or prevailing wage rates.
22. Preliminary Estimate does not include Bonds (Maintenance, Payment/Performance).
23. The price is good for 30 days after receipt of this preliminary estimate.



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 3, 2013

AGENDA ITEM #: 5

SUBMITTED BY: Jim Barton, Assistant City Manager

ITEM DESCRIPTION:

Consider and take appropriate action on an Interlocal agreement with Midway Independent School District for the placement of disc golf holes on property owned by Midway ISD and adjoining Hewitt Park.

STAFF RECOMMENDATION/ITEM SUMMARY:

Staff recommends approval of this agreement between City of Hewitt and Midway ISD to allow for the placement of two or three Disc Golf Holes including tee boxes and targets on property connected to Castleman Creek Elementary school adjoining Hewitt Park.

ATTACHMENTS:

Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between the City of Hewitt, Texas, (hereinafter "City") and Midway Independent School District, (hereinafter "Midway ISD"), Texas, on the **3rd** day of **June**, 2013.

WHEREAS, it is in the best interests of the City of Hewitt and the Midway ISD to work together in the interest of sports and outdoor recreation for our children and citizens; and

WHEREAS, the provision of recreational opportunities to children is a public purpose of both parties; and

WHEREAS, disc golfing is a nationally recognized outdoor sport that can be enjoyed by participants of varied age, skill level and athletic ability, and

WHEREAS, with regard to the project defined below, these functions and services can be more efficiently provided by the City and Midway ISD working cooperatively; and

WHEREAS, City and Midway ISD have found it advisable to enter into an Interlocal Cooperation Act agreement wherein the City and the Midway ISD agree to provide the governmental functions described below as authorized by the Interlocal Cooperation Act, Chapter 791, Local Government Code, V.T.C.A. and other applicable law.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

1. Project. Allow City to install two (2) or three (3) Disc Golf holes, including tee boxes and targets, on property owned by Midway ISD at Castleman Creek Elementary School adjoining Hewitt Park.
2. City Obligations. City will provide all work and equipment to build and maintain the tee boxes (concrete pads), disk targets, signage, and related appurtenances. City will identify exact locations of all equipment and fixtures prior to construction.
3. City's Obligations. City will provide for and enforce reasonable hours for use by the public and enforce the rules and other City requirements for use of parks, including providing regular police patrols.
4. Midway ISD's Obligations. Midway ISD will continue to maintain the grounds consistent with the level of maintenance done for Midway ISD elementary school campuses.
5. Term. This agreement is terminable by either party with ninety (90) days written notice. City will be responsible for removal of tee boxes (concrete pads), disk targets, signage, and related appurtenances as provided under Section 2.
6. Warranty Regarding Property to be Improved. City and Midway ISD both warrant that the work to be performed under this contract will only improve property being utilized for public purposes and is not for the enhancement of private property. The Midway ISD warrants that it owns the property upon which the work is to be performed.

7. Current Revenues. Any payments or expenditures under this agreement shall be from current revenues available to the City.

EXECUTED on the _____ day of _____, 2013.

CITY OF HEWITT

By: _____
Printed Name: _____
Title: _____

ATTEST:

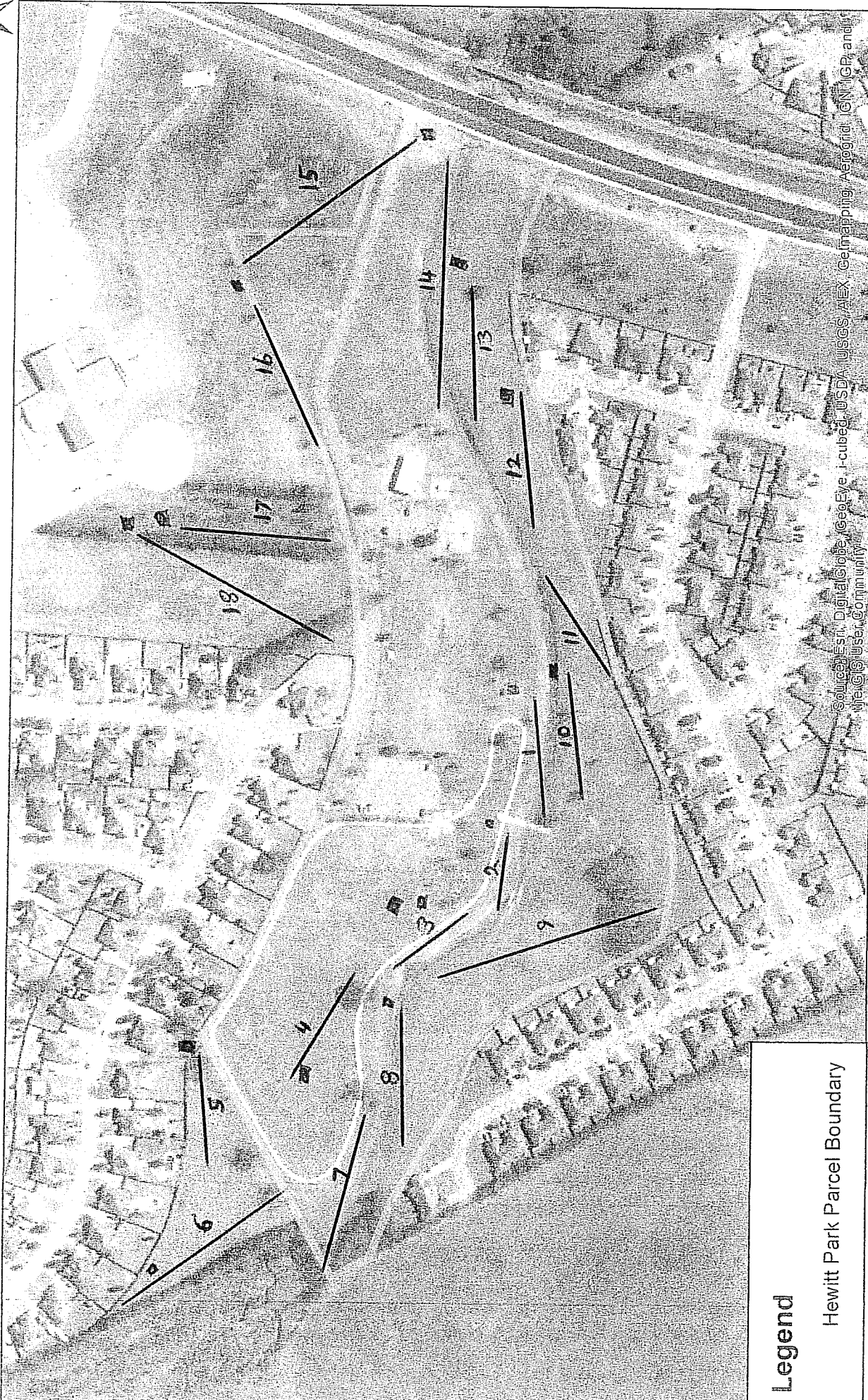
City Secretary

Midway ISD

By: _____

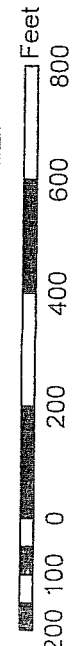
ATTEST:

Hewitt Park - Aerial



Legend

Hewitt Park Parcel Boundary



Data Sources: Parcel data derived from McLennan County Appraisal District, Aerial Imagery sourced in image.

Sources: McCad/ESRI Date: 1/31/2013

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Texas HB1147, Effective 9/1/2011

VANNOY & ASSOC., INC.
SURVEYORS • PLANNERS • G.I.S.
www.vannoyinc.com

Sources: Esri, DigitalGlobe, GeoEye, I-cubed, USDA, USGS, AEX, GeoMapping, AeroGRID, IGN, IGP, and the GIS User Community