

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Workshop** meeting of the governing body of the City of Hewitt will be held on the **17th day of August, 2015 at 5:30 PM** in **Hewitt City Hall, 105 Tampico Drive**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call meeting to order.
2. City Manager's update on municipal business:
 - a. Report from City Engineer
 - b. Briefing and discussion concerning proposed FY 2015-2016 Budget and Capital Improvement Projects.
 - c. Upcoming events
3. Review regular meeting agenda items.
4. Convene Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
5. Close Executive Session.
6. Adjourn Workshop.

SPECIAL JOINT WORKSHOP **Hewitt City Council and Greater Hewitt Chamber of Commerce** **AGENDA - 6:00 PM**

1. Call Special Joint Workshop meeting to order.
2. Chamber Overview
3. Chamber Mission
4. 2015 Chamber and City Accomplishments
5. 2016 Goals and Partnerships
6. Adjourn Special Joint Workshop.

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 11:00 AM/PM on August 14, 2015.

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 **17th day of August, 2015 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. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Consider approval of minutes of the Special Called City Council Workshop/Regular Meeting of August 10, 2015.
4. Hear visitors on matters pertaining to city business.
5. Conduct second public hearing on 2015 tax rate.
6. Motion to announce August 24, 2015, at 7:00 PM at 105 Tampico Drive, Hewitt City Hall, as the date, time and place to vote on the 2015 tax rate.
7. Consider Change Order No. 4 in the amount of \$14,320.50 to Holy Contractors, LLC for completion of the 2015 – Panther Way Street Improvements project.
8. Consider award of bid for concrete for the new amphitheater to Nacho Ruiz Cement in the amount of \$34,305.
9. 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 11:00 AM on August 14, 2015.

CITY OF HEWITT



Lydia Lopez, TRMC
City Secretary

HEWITT TEXAS

MAYOR AND CITY COUNCIL

Ed Passalugo – Mayor

Travis Bailey – Mayor Pro Tem

James Vidrine – Ward 2

Wilbert Wachtendorf – Ward 1

Ronnie McNiel – Ward 3

Bill Fuller – Ward 2

Alex Snider – At-Large

CITY STAFF

Adam Miles, City Manager
Charlie Buenger, City Attorney
Miles Whitney, City Engineer

Jim Barton, Assistant City Manager
Lydia Lopez, City Secretary
Jim Devlin, Police Chief
Lance Bracco, Fire Chief
James Black, Utilities Director

Lee Garcia, Finance Director
Waynette Ditto, Library Director
Tuck Saunders, Assistant Police Chief
Tierny Krueger, HR Generalist
Katie Allgood, Special Projects Coord.



**SPECIAL JOINT COUNCIL AND GREATER HEWITT CHAMBER
WORKSHOP – Attachments**



**Publicity and Tourism Agreement Between the City of Hewitt, Texas and
The Greater Hewitt Chamber of Commerce**

This Agreement is made and effective on the 5th Day of August 2015, by and between the City of Hewitt, Texas ("City") and the Greater Hewitt Chamber of Commerce ("Chamber").

I.

The City of Hewitt, Texas, by authority of powers granted to it under the state statutes and its Home-Rule Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Hewitt.

II.

The revenue generated by the hotel occupancy tax within the city generally may be expended on endeavors that promote tourism and the convention and hotel industry (See: Texas Tax Code, Chapter 351 et. Seq.).

In furtherance of these statutory requirements and the City's obligations concerning use of municipal hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry and in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefit, the City hereby agrees to pay the Chamber a sum of \$24,000, at a rate of \$2,000.00 per month, payable the first of each month during the term of this agreement. The term of this Agreement is effective January 1, 2016 through December 31, 2016. The Chamber agrees that any local hotel occupancy tax funds paid into it by the City shall be used for purposes prescribed by State Statute which generally includes expenditures on items which promote tourism and the convention and hotel industry and are tied to the following:

- (1) Convention center facilities and visitor information centers.
- (2) Furnishing of facilities, personnel and materials for the registration of convention delegates.
- (3) Advertising, conducting solicitations, and promotional activities which attract tourists and convention delegates.
- (4) Advertising, conducting solicitations, and promotion of the arts; historical restoration and preservation projects or museums.
- (5) Related administrative costs

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City of Hewitt by publishing and distributing brochures, community information packets, maps, by advertising in various tourists publications and general media publications which are appropriate, by representing the City at promotional events, by participating with state and regional agencies in tourist and visitor development programs to benefit the local area and to

the City of Hewitt, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City of Hewitt. The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City of Hewitt through all of such activities, that it will provide tourist-related information about the City of Hewitt upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding tourist and visitor derived economy.

III.

It is expressly understood and agreed by and between the parties that the Chamber is engaged as an independent contractor and is not an officer, agent, or employee of the City.

IV.

The Chamber hereby agrees that the Municipal Hotel Occupancy Tax shall utilize all funds in accordance with the General Promotional Program attached as Exhibit "A" incorporated and herein made part of this agreement. The City agrees that the expenditures made by the Chamber pursuant to the General Promotional Program attached as Exhibit "A" comply with the applicable Texas Tax Code provisions regarding the use of hotel occupancy tax funds. The Chamber agrees to conduct activities in accordance with this agreement and applicable State Statute and shall maintain and make available to the City complete and accurate financial records of each expenditure of hotel occupancy tax. The Texas Tax Code authorizes the expenditure of hotel occupancy tax proceeds for the following administrative costs: day-to-day operations, supplies, salaries, office rental, travel expenses, and "other administrative costs only if" costs are incurred directly in the promotion and servicing of expenditures authorized under section 351.101 (a) of the Texas Tax Code.

V.

In furtherance of these purposes the City hereby authorizes the Chamber to utilize the Historic Hewitt Depot ("Depot") building and associated real property, located at 101 Third Street, Hewitt, Texas 76643.

The Chamber of Commerce shall secure sufficient numbers of employees to accomplish this Agreement. The Chamber of Commerce shall generally operate and be open to the public on a full-time basis during normal business hours during the term of this agreement.

The Chamber will operate Hewitt's Historic Depot Building as a Visitor Information Center, Chamber office, and public museum on a regular full time basis and will generally operate during accepted business hours.

VI.

The Chamber shall not pay rent or any fee for use of the Depot. The Chamber will pay for operation and routine maintenance and lawn care of the Depot and grounds.

Chamber shall pay all charges for water, sewer, telephone and other services and utilities used by Chamber at the Depot during the term of this agreement unless otherwise expressly agreed in writing by City. Chamber shall pay such amounts within fifteen (15) days of invoice. The City will pay electricity costs. The City agrees that the expenditures made by the Chamber pursuant

to this paragraph comply with the applicable Texas Tax Code provisions regarding the use of hotel occupancy tax funds.

Chamber acknowledges that the Depot is designed to provide standard office use electrical facilities and standard office lighting. Chamber shall not use any equipment or devices that utilize excessive electrical energy or which may, in City's reasonable opinion, overload the wiring.

City shall have the right to enter upon the Depot Premises at reasonable hours to inspect and maintain the same, provided City shall not thereby unreasonably interfere with Chamber's business in the Depot.

Chamber shall have the right to reorganize and place office furniture into the Depot. The current decorations and railroad memorabilia shall not be removed from the Depot without the written consent of City. Decorations and memorabilia that are affixed to any wall shall not be moved without the written consent of City. Chamber shall not have the right to remodel or make additions to the Depot without the written consent of City. Chamber shall be responsible for the repair of any damages caused by any alterations that it makes to the Depot.

To the extent not covered by any policy of insurance maintained by City upon the Depot, the Chamber shall be liable for repair of any damages caused by the Chamber to Depot during the term of this agreement.

During the term of this agreement, and to the extent not covered by any policy of insurance maintained by City upon the Depot, Chamber shall provide and make, at Chamber's expense, all necessary maintenance and repairs to the Depot and the Depot premises. Chamber shall keep and maintain such items as floors, walls, ceilings, toilets, sinks, landscaping and other parts of the Depot and Depot premises damaged or worn through normal occupancy, except major mechanical, electrical, plumbing systems or the roof, subject to the obligations of the parties otherwise set forth in this agreement.

The Chamber shall not have the right to assign this agreement to a corporation with which Chamber may merge or consolidate, to any subsidiary of Chamber, to any corporation under common control with Chamber, or to a purchaser of substantially all of Chamber's assets. Chamber shall not sublease all or any part of the Depot or property, or assign this agreement in whole or in part.

VII.

To the extent not covered by any policy of insurance maintained by City upon the Depot, should the Depot premises or any other part of the Depot is damaged by fire or other casualty that prevents Chamber from using the Depot, City shall have no responsibility to provide compensation for Chamber property or for another facility for the Chamber office.

If the Depot premises are damaged by fire or other casualty resulting from any act or negligence of Chamber or any of Chamber's agents, employees or invitees Chamber shall be responsible for the costs of repair not covered by insurance.

City shall maintain fire and extended coverage insurance on the Depot and the Depot premises in such amount as City shall deem appropriate. Chamber shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the Depot. City shall not provide insurance coverage for any of the Chamber's personal property.

Chamber shall secure and carry at its own expense a general liability policy insuring Chamber and City against any claims based on bodily injury (including death) or property damage arising from the condition of the Depot premises or their use by Chamber, such policy to insure Chamber and City against any claim up to \$500,000 for bodily injury, property damage or combination thereof. This insurance shall be primary to and not contributory with any insurance carried by City, whose insurance shall be considered excess. City shall be included in such policy as additional insured. Chamber shall provide City with current Certificates of Insurance evidencing Chamber's compliance with this Paragraph within fifteen (15) days of the effective date of this agreement. Chamber shall obtain the agreement of Chamber's insurers to notify City that a policy is due to expire at least ten (10) days prior to such expiration.

VIII.

Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City to:
City of Hewitt
Attn: City Manager
P.O. 610
Hewitt, TX 76643

If to Chamber to:
Greater Hewitt Chamber of Commerce
Attn: **Executive** Director
P.O. Box 661
Hewitt, TX 76643

City and Chamber shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

IX.

No waiver of any default of City or Chamber hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Chamber shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

The provisions of this agreement shall extend to and be binding upon City and Chamber and their respective legal representatives, successors and assigns.

City shall not unreasonably withhold or delay its consent with respect to any matter for which City consent is required or desirable under this agreement.

This agreement terminates supersedes all prior understanding or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

Chamber shall not have the right to renew this agreement for any term without the written consent of City. City may extend the term of this agreement for an additional twelve (12) month period with the written consent of Chamber. Attachment "A" is subject to change provided that any such change is agreed upon in writing by Chamber and City. Chamber's inability to provide services under this agreement for reasons outside of its control; including but not limited to termination of an event due to bad weather conditions, acts of God, or

prospective financial loss, shall not void the agreement. Rather, Chamber shall replace City's promotion by alternate method agreeable to Chamber and City. The next review of this Agreement shall take place by the 1st day of October, 2016 and renewal of this Agreement shall take place by the 1st day January 2017.

This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

For the City

For the Chamber

Adam Miles, City Manager

Alissa Cady, Executive Director

DATE

DATE

Attachment “A” January 1, 2016 through December 31, 2016

General Promotional Program Agreement

The municipal hotel occupancy tax funds are intended to be used for purposes prescribed by State Statute which generally includes expenditures on items which promote tourism and the convention and hotel industry. Within these guidelines the following is a general description of the mutually agreed promotional program.

To ensure these objectives are accomplished, the City Manager, including elected and appointed officials, as well as all Departments of the City shall be deemed a full member of the Chamber and hereby entitled to all related benefits full membership confers.

The Chamber will continue to operate Hewitt’s Historic Depot Building as a Visitor Information Center, Chamber office, and public museum on a regular full time basis and will generally operate during accepted business hours. The Chamber will continue distribution of visitor information packets and promotional material regarding Hewitt as a tourist destination. Attachment “A” January 1, 2016 through December 31, 2016 totals an annual investment value of \$24,000, to reflect an update of services provided to the City of Hewitt by the Greater Hewitt Chamber of Commerce, which was confirmed on August 5, 2015 by City Manager, Adam Miles and Executive Director, Alissa Cady. The City will fund the chamber \$2,000 on the first of each month for the months of January 2016 through December 2016.

The Chamber will continue to provide sponsorships on Hewittchamber.com:

- Sponsorship square tile for both hotels in Hewitt and Interactive Map of Hewitt, TX
- City of Hewitt square tile
- Link to Library and link to City websites

In addition to the two half-page hotel promotion spaces allocated in agreement expiring December 31, 2016, the City of Hewitt will receive two pages of city-related content space in the Winter, Spring, Summer and Fall, Chamber Hewitt Express Magazines.

The Chamber provided a total of 8 pages of city-related content in the 2016 Business Directory & Visitor’s Guide, including the two Hewitt hotels in centerfold.

The Chamber will continue to provide sponsorships in the weekly e-Bulletin through December 2016:

- Sponsorship square for each hotel and city on weekly e-mail linked to hotel websites
- All City events and promotions included in e-bulletin on regular basis
- City Events and e-Blasts January 2016 to December 2016

The Chamber will coordinate a State of the City Business Luncheon in the month of September, exclusively sponsored by the city of Hewitt, including seven additional seats for the City of Hewitt Council and a postcard invitation mail out to the membership.

The City of Hewitt will be designated as “Ireland Sponsor” at the Greater Hewitt Chamber’s Spudtacular Business Expo and Car Show in March and receive all title benefits associated.

The City of Hewitt will be designated as “Enchilada Sponsor” at the Greater Hewitt Chamber’s Nacho Daddy’s Tex Mex Fest and Fun Run and receive all title benefits associated.

The City of Hewitt will be designated as “Title Sponsor” at the Greater Hewitt Chamber’s Express Classic and receive all title benefits associated.

The Chamber will produce a rack card promoting the City of Hewitt amenities and events with a minimum of distribution 3,000 to city preferred TxDot Centers.

The Chamber will continue to establish regional partnerships outside of the greater Hewitt area to attract visitors. The chamber will continue to actively utilize social media in addition to mailing our publications to several tourist centers and visitors bureaus throughout the state of Texas.

The Chamber, upon approval, will assist in planning a promotional program for outside advertisement (third-party media) and promotion of Hewitt to visitors and tourism industry with the City of Hewitt Manager.

The City of Hewitt is entitled to:

- (2) Representatives to attend all Greater Hewitt Chamber Business Luncheons, Workshop Series, Networking Luncheons, Dinner Forums and Breakfast Blenders that are scheduled for January 1, 2016 through December 31, 2016.
- Representatives in excess of two shall pay normal fees associated with events. Normal fees for breakfasts and luncheons are \$10/members and \$15/first-time visitors. Our annual Lead Explosion (dinner forum) normal fee is \$30/members and \$40/non-members.
- The Chamber is to be notified to reserve space for attendees.

The Chamber will continue to assist the City of Hewitt by:

- **Hewitt's Dog Days of Summer:** Promote event through chamber's website, social media and e-bulletin.
- **Annual Christmas Parade and Tree lighting:** Upload application to website, promote through chamber's website, social media and e-bulletin, organize participants, volunteer recruitment for day of event
- **Toys for Tots:** Promote event through chamber's website, social media and e-bulletin.
- **Hewitt's National Night Out** – Volunteer recruitment, digital layout, booth set-up and promotions through the chamber's website, social media and e-bulletin.
- **Library in the Park** – Promote event through chamber's website, social media and e-bulletin.

Partnership Events:

If the City of Hewitt and Greater Hewitt Chamber partner for Dog Days of Summer and Hewitt's Creekside Amphitheatre Concert Series in Warren Park, the chamber and city will divide sponsorship dollars raised. The chamber may incorporate the event sponsorships into the annual bundle options that are presented to the membership each year.

Billboards:

The City of Hewitt and Greater Hewitt Chamber may partner to coordinate an annual Hewitt Event Billboard production. The Greater Hewitt Chamber's 2016 billboard contribution will be determined in October 2015.

*Additional services will be billed as rendered (all services attached in tourism and publicity agreement.



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 17, 2015

AGENDA ITEM #: 3

SUBMITTED BY: Jim Barton, Assistant City Manager

ITEM DESCRIPTION:

Consider approval of minutes of the Special Called City Council Workshop/Regular Meeting of August 10, 2015.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a draft copy of the meeting minutes. Please review and advise if any corrections are needed. The City received two quotes for the cement work on the amphitheater.

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

MINUTES OF A CITY COUNCIL SWORKSHOP/MEETING HEWITT CITY HALL – 105 TAMPICO DRIVE August 10, 2015 - 5:30/7:00 PM

Members present: Mayor Ed Passalugo (presiding), Mayor Pro Tem Travis Bailey, Council Members James Vidrine, Ronnie McNiel, and Alex Snider

Members absent: Council Members Wilbert “Walky” Wachtendorf and Bill Fuller

Staff present: City Engineer Miles Whitney, City Manager Adam Miles, Assistant City Manager James Barton, Fire Chief Lance Bracco, Police Chief Jim Devlin, Assistant Police Chief Tuck Saunders, Utilities Director James Black, Finance Director Lee Garcia, Library Director Waynette Ditto, Special Projects Coordinator Katie Allgood and City Secretary Lydia Lopez

Staff absent: City Attorney Charlie Buenger and HR Generalist Tierny Krueger

Workshop – 5:30 PM

1. Mayor Ed Passalugo called the meeting to order at 5:30 PM.
2. City Manager’s update on municipal business:
 - a. Report from City Engineer was presented including review and discussion of Capital Improvement Projects
 - b. Briefing and discussion was held concerning status of construction on City Hall and Library.
 - c. Briefing and discussion was held concerning proposed FY 2015-2016 Budget and Capital Improvement Projects including presentation of preliminary tax roll.
 - d. Briefing and discussion concerning parks and recreation planning. **(Note: This item not discussed.)**
 - e. Briefing and discussion concerning City of Hewitt Policies and Personnel Manual. **(Note: This item not discussed.)**
 - f. Briefing and discussion was held on National Night Out, July 30, 2015, Midway Middle School Parking lot.
 - g. Briefing and discussion was held concerning Public Safety operations – Police & Fire.
3. The regular meeting agenda items were reviewed.

4. *Motion was made by Council Member James Vidrine and seconded by Council Member Alex Snider to recess the Workshop and convene Executive Session 6:22 PM pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:*
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
 - **Pursuant to §551.074 – Personnel Matters.**
5. *Close Executive Session. A motion was made by Council Member Ronnie McNiel and seconded by Mayor Pro Tem Travis Bailey to close the Executive Session at 6:44 PM, all five in favor, motion passed.*
6. *Adjourn. A motion was made by Mayor Pro Tem Travis Bailey and seconded by Council Member Alex Snider to adjourn the Workshop at 6:45 PM, all five in favor, motion passed.*

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER.** Mayor Passalugo called the meeting to order at 7:00 PM.
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – Mayor Passalugo led the Pledge of Allegiance.
3. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL WORKSHOP/REGULAR MEETING OF JULY 20, 2015.** *A motion was made by Council Member Alex Snider and seconded by Mayor Pro Tem Travis Bailey to approve the minutes as submitted but allow for corrections; all five in favor, motion passed.*
4. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** No one appeared.
5. **CONDUCT PUBLIC HEARING ON FISCAL YEAR 2015-2016 GENERAL FUND, UTILITY FUND, DRAINAGE FUND, HOTEL FUND AND CAPITAL PROJECTS FUND BUDGETS.** Mayor Ed Passalugo opened the hearing and requested those in favor or those in opposition to step forward. No one appeared for or against. The public hearing was closed.
6. **CONDUCT FIRST OF TWO PUBLIC HEARINGS ON 2015 TAX RATE.** Mayor Ed Passalugo opened the hearing and requested those in favor or opposition to step forward. No one appeared for or against. The public hearing was closed.
7. **MOTION TO ANNOUNCE AUGUST 24, 2015, AT 7:00 P.M. AT THE HEWITT CITY HALL, 105 TAMPICO DRIVE, AS THE DATE TO VOTE ON THE 2015 TAX RATE.** *A motion was made by Council Member James Vidrine and seconded by Mayor Pro Tem Travis Bailey to set August 24, 2015, 7:00 PM, Hewitt City Hall, 105 Tampico Drive, as the date to vote on the 2015 Tax Rate; all five in favor, motion passed.*
8. **MOTION TO REJECT BIDS FOR 2015 – WARREN PARK IMPROVEMENTS.** *A motion was made by Mayor Pro Tem Travis Bailey and seconded by Council Member Alex Snider to approve motion rejecting bids; all five in favor, motion passed.*

9. **CONSIDER AND ACT ON AGENDA ITEM TABLED AT THE JULY 20, 2015, COUNCIL MEETING REGARDING A RESOLUTION REGARDING THE MCLENNAN COUNTY APPRAISAL DISTRICT (MCCAD).** *A motion was made by Council Member James Vidrine and seconded by Council Member Alex Snider to remove from the table; all five in favor, motion passed. **Motion on Resolution:** A motion was made by Council Member Alex Snider and seconded by Mayor Pro Tem Travis Bailey to reject resolution; all five in favor, motion to reject passed.*
10. **ADJOURN.** *Motion was made by Mayor Pro Tem Travis Bailey and seconded by Council Member Ronnie McNiel to adjourn the meeting at 7:06 PM, all five in favor, motion passed.*

Approved: August 17, 2015

Lydia Lopez, City Secretary

Ed Passalugo, Mayor



ITEM #4 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

1. Citizens are encouraged to discuss matters of concern with the staff and individual council members prior to placing items on the agenda. This will allow the matter to be properly investigated before it is presented to the entire council and will often expedite a resolution.

NO CITIZEN OR STAFF MEMBER MAY SPEAK OR OTHERWISE INTERRUPT ANY MEETING UNTIL RECOGNIZED BY THE PRESIDING OFFICER.

2. To maintain decorum at public hearings, the mayor will ask citizens in attendance if they wish to speak for or against the item on the agenda. If so, they will be given an opportunity to speak at the proper time and 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 a spokesperson to present their case.

Only under the agenda item “Hear Visitors” are citizens permitted to speak regarding matters that pertain to city business or address an item on the agenda. **The council is prohibited by law from discussing or acting on any item that has not been posted on the agenda.**

3. Individual citizens that discuss items not listed on the agenda shall be limited to **five minutes**. If five or more citizens wish to discuss a single item or topic that is not listed on the agenda, then the total presentation will be limited to a maximum of twenty-five minutes. City council members shall **not** enter into discussion on any subject that has not been properly placed on the agenda; however, council members may ask questions for clarification purposes.
4. As a general rule, citizens may not participate or address the council or staff during the workshop session.



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 17, 2015

AGENDA ITEM #: 5

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Conduct second public hearing on the 2015 tax rate.

STAFF RECOMMENDATION/ITEM SUMMARY:

The State of Texas Tax Code requires that a municipality hold two public hearings on the proposed tax rate. This will be the second public hearing. The Mayor will open the public hearing to receive any comments and then close the hearing. Members of the public are encouraged to attend the hearings and express their views. No action is required of the Council.

ATTACHMENTS:

None



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 17, 2015

AGENDA ITEM #: 6

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Motion to announce August 24, 2015 at 7:00 p.m. at 105 Tampico Drive, Hewitt City Hall as the date, time and place to vote on the 2015 tax rate.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Texas Tax Code states that “at the public hearings the governing body shall announce the date, time and place of the meeting at which it will vote on the proposed tax rate.”

ATTACHMENTS:

None



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 17, 2015

AGENDA ITEM #: 8

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider Change Order No. 4 in the amount of \$14,320.50 to Holy Contractors, LLC for completion of the 2015 – Panther Way Street Improvements project.

STAFF RECOMMENDATION/ITEM SUMMARY:

This change order request is to correct the hot-mixed asphaltic concrete tonnage on the original bid schedule to reflect the design. This also includes removal of the sidewalk located on the south side of Panther Way. The City will install the sidewalk at a future date.

Staff recommends approval of the change order.

ATTACHMENTS:

Change Order No. 4

CONTRACT CHANGE ORDER

ORDER NO.: Four (4)
DATE: 8/11/2015

STATE: Texas
COUNTY: McLennan

OWNER: City of Hewitt
CONTRACT FOR: 2015 - Panther Way Street Improvements
TO: Holy Contractors. LLC

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Description of Changes	Quantity	Unit	Unit Price	DECREASE in Contract Price	INCREASE in Contract Price
2" Compacted Thickness, Hot-Mixed, Asphaltic Concrete Surface (TxDOT "D" Crushed Stone Aggregate; Installed	129.5	TONS	\$111.61		\$14,453.50
Standard Reinforced Concrete Sidewalk; Installed	38	S.F.	\$3.50	\$133.00	
Totals:				\$133.00	\$14,453.50
NET CHANGE IN CONTRACT PRICE:					\$14,320.50

JUSTIFICATION:

2" Asphalt; This 129.5 additional tons is to correct the tonnage in the bid schedule to match the tonnage to be installed as per the Plans. Sidewalk; This is to remove the portion of sidewalk on the south side of the Panther Way, this section of sidewalk will be installed when the City ties into the existing sidewalk on TxDOT's ROW at a later date.

The amount of the Contract will be Increased:

Fourteen Thousand Three Hundred Twenty Dollars and Fifty Cents

\$14,320.50

The Contract Total including this and previous Change Orders will be:

Three Hundred Seventy Seven Thousand, Six Hundred Twenty Three Dollars and Ninty Nine Cents

\$377,623.99

The Contract Period Provided for Completion Will Be (~~Increased~~) (~~Decreased~~) (Unchanged):

This document will become a supplement to the Contract and all provisions will apply hereto.

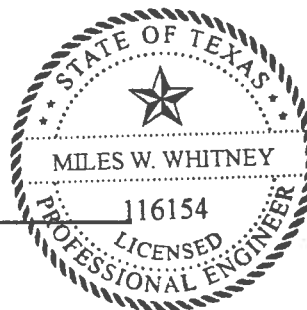
Requested:

(Owner)

(Date)

Recommended:

Miles W. Whitney P.E.
(Engineer)



8-11-15
(Date)

Accepted:

[Signature]
(Contractor)

8-11-15 mw
(Date)



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 17, 2015

AGENDA ITEM #: 8

SUBMITTED BY: Jim Barton, Assistant City Manager

ITEM DESCRIPTION:

Consider award of bid for concrete for the new amphitheater to Nacho Ruiz Cement in the amount of \$34,305.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City received two quotes for the cement work on the amphitheater. Staff recommends approval of the quote received from Nacho Ruiz Cement in the amount of \$34,305.

ATTACHMENTS:

Bid Proposal

Nacho Ruiz Cement

Po Box 2109

Hewitt, TX 76643

254-666-8097Fax 254-666-8094Off 254-379-3654Cell

Date: 08/12/15

Bid Proposal

Reference: City of Hewitt

Ampitheatre, warren Park

1. Foundation to have forms set with excavation of beams and footings, tying in rebar, cover with polythene. Includes the handicap ramp. Concrete to be 3500psi.pump truck ncluded,4" of sand cushion, and top soil around the theatre. Includes removing the hump by the road leveling it down and filling around the theatre area. Bringing top soil also to cover over.

\$34,305.00

Does not include testing, or permit

Acceptance of Proposal: The above prices, specifications and work are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Date of Acceptance_____

Signature_____

Signature_____