CITY COUNCIL SPECIAL MEETING

December 8, 2025, at 7:00 PM
Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Steve Fortenberry, Mayor: Ward 3, – **Erica Bruce**, Mayor Pro Tem: Ward 3
Michael S. Bancale, Council Member: At-Large – **Johnny Stephens**, Council Member: Ward 1
Bob Potter, Council Member: Ward 2 – **Brad Turner,** Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

The meeting will be streamed live on the city's website at www.cityofhewitt.com/790/Hewitt-TX-TV.

Under Texas Government Code Sec. 551.127, members may attend and participate in the meeting remotely by video conference on a regular, non-emergency basis. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any comments or items not posted on the agenda. (Note: Citizens who wish to speak must complete a "Public Comment Form" and present it to the City Secretary before the meeting.)

REGULAR AGENDA ITEMS

1. Approve the minutes of the November 17, 2025, City Council Workshop/Regular Meeting.

2. Presentation of the report from the City Engineer, Miles Whitney, P.E.
   Update on pending utility projects.
   Update on pending street projects.
   Update on pending drainage projects.

3. Discussion and possible action on **Resolution No. 2025-15**, joining TexBuy, a cooperative purchasing program, and authorizing the City Manager to enter into an Interlocal Agreement with Region 16 Education Service Center.

4. Discussion and possible action on **Resolution No. 2025-16**, joining the Virginia Sheriffs' Association First Responder Supplies & Equipment Procurement Program, a cooperative purchasing program, and authorizing the City Manager to enter into an Interlocal Agreement with Virginia Sheriffs' Association.

5. Discussion and possible action on renewal of an agreement with Valley View Consulting, L.L.C., for a period of two years ending December 31, 2027, with the option to extend in additional one or two year increments.

6. Discussion and possible action on reappointments to the Library Board.

7. Discussion and possible action on reappointments to the Parks and Beautification Committee.

8. Discussion and possible action on rescheduling the City Council meeting for January 19, 2026.

9. Request for future workshops and/or agenda items.

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board in front of City Hall on **December 02, 2025**, by 5:00 PM.

CITY OF HEWITT

for Lydia Lopez by Wanda Brooks
Lydia Lopez, TRMC/MMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Hewitt will provide reasonable accommodations for people attending and/or participating in City Council meetings. The facility is wheelchair-accessible, and accessible parking is available at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours before the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 1.

SUBMITTED BY: Wanda Brooks, Executive Assistant to the City Manager

ITEM DESCRIPTION:

Approve the minutes of the November 17, 2025, City Council Workshop/Regular Meeting.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached are the meeting minutes. Please review and advise if any corrections are needed.

FISCAL IMPACT:

Amount Budgeted - N/A
Line Item in Budget - N/A

SUGGESTED MOTION:

I move to approve the minutes as presented, but to allow for corrections.

ATTACHMENTS:

1. November 17, 2025 City Council Meeting Minutes

HEWITT TEXAS

CITY COUNCIL WORKSHOP/REGULAR MEETING

November 17, 2025, at 6:00 PM
Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

MINUTES

Steve Fortenberry, Mayor: Ward 3, – **Erica Bruce**, Mayor Pro Tem: Ward 3
Michael S. Bancale, Council Member: At-Large – **Johnny Stephens**, Council Member: Ward 1
Bob Potter, Council Member: Ward 2 – **Brad Turner,** Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

WORKSHOP MEETING - 6:00 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Workshop Meeting to order at 6:00 p.m. and announced a quorum was present. Mayor Pro Tem Erica Bruce was absent.

WORKSHOP AGENDA

1. Presentation and review of the Hewitt Public Library policy updates.

   City Manager Bo Thomas introduced Library Director Matthew Glaser, who presented an overview of the policy changes for the Hewitt Public Library.

   Council Member Brad Turner asked questions on the use of AI within libraries.

2. Presentation and discussion regarding a possible Fire Station Alerting System.

   City Manager Bo Thomas introduced Fire Chief Jonathan Christian. Chief Christian shared the benefits of the fire station alerting system, which will be included in the construction of Fire Station No. 2. The current fire station will receive the upgraded system at a later date.

WORKSHOP ADJOURNMENT

MOTION: Council Member Brad Turner moved to adjourn the Workshop Meeting at 6:43 p.m.
SECOND: Council Member Johnny Stephens
AYES: Potter, Bancale, Stephens, Turner, Fortenberry
NAYES: None
ABSENT: Bruce
MOTION PASSED.

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Regular Meeting to order at 7:00 p.m. and announced a quorum was present. Mayor Pro Tem Erica Bruce was absent.

PLEDGE OF ALLEGIANCE

Mayor Steve Fortenberry led the Pledge of Allegiance.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any comments or items not posted on the agenda. (Note: Citizens who wish to speak must complete a "Public Comment Form" and present it to the City Secretary before the meeting.)

Mayor Fortenberry read the statement above and inquired if the City Secretary had received any public comment forms. The City Secretary did not receive any public comment forms.

REGULAR AGENDA ITEMS

3. Approve the minutes of the November 3, 2025, City Council Workshop/Regular Meeting.

   MOTION: Council Member Johnny Stephens moved to approve the minutes as presented, but to allow for corrections.
   SECOND: Council Member Brad Turner
   AYES: Bancale, Stephens, Turner, Potter, Fortenberry
   NAYES: None
   ABSENT: Bruce
   MOTION PASSED.

4. Presentation of the report from the City Engineer Miles Whitney, P.E.

   Update on pending utility projects.
   Update on pending street projects.
   Update on pending drainage projects.

   City Engineer Miles Whitney, P.E., reviewed the listed projects and responded to Council's questions.

5. Discussion concerning Financial Statements ending October 31, 2025.

   City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the October Financial Statements electronically on November 7, 2025, for review. The Council raised no questions or concerns.

6. Discussion and possible action on **Resolution No. 2025-14,** casting votes to elect Directors for the McLennan Central Appraisal District for a four-year term beginning January 1, 2026.
MOTION: Council Member Michael Bancale moved to approve casting all 75 votes for Jim Smith for a four-year term.
SECOND: Council Member Bob Potter
AYES: Stephens, Potter, Turner, Bancale, Fortenberry
NAYES: None
ABSENT: Bruce
MOTION PASSED.

7. Requests for future workshops and/or agenda items.
Council Member Stephens suggested we hold off future workshops until January 2026.

ADJOURNMENT
MOTION: Council Member Bob Potter moved to adjourn the Regular Meeting at 7:20 p.m.
SECOND: Council Member Michael Bancale
AYES: Turner, Potter, Bancale, Stephens, Fortenberry
NAYES: None
ABSENT: Bruce
MOTION PASSED.

Approved:__________________________

ATTEST:

Wanda Brooks, Executive Assistant to the City Manager

Steve Fortenberry, Mayor

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 2.

SUBMITTED BY: Miles Whitney, City Engineer

ITEM DESCRIPTION:

Presentation of the report from the City Engineer, Miles Whitney, P.E.
Update on pending utility projects.
Update on pending street projects.
Update on pending drainage projects.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City Engineer will present the report and answer any questions.

FISCAL IMPACT:

Amount Budgeted - N/A
Line Item in Budget - N/A

SUGGESTED MOTION:

No action is required.

ATTACHMENTS:

1. Hewitt-PR-12.1.25

HEWITT
TEXAS

CITY ENGINEER'S REPORT
December 1, 2025

Utility Projects

Commerce Park Plant Improvements

- Well
    - Working on startup procedures.
- Plant
    - Working on startup procedures.

Lift Station No. 4

- Met with TxDOT and Waco on the project requirements, we are working to address comments and concerns brought up in those discussions.

Street/Transportation Projects

E. Wall and Briarfield

The contractor continues storm sewer installation for the project. In addition, the contractor is also continuing the work on roadway excavations along the E. Wall St.

Minute, Peer & New Acres; Street/Utility Impr.

Design work continues, awaiting geotechnical investigations to finish roadway design profiles.

Sunset, Sunnydale & Redbud; Street/Utility Impr.

Design work continues, awaiting geotechnical investigations to finish roadway design profiles.

Drainage Projects

N/A

By:

STATE OF TEXAS
MILES W. WHITNEY
116154
LICENSED
PROFESSIONAL ENGINEER

Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 3.

SUBMITTED BY: Jonathan Christian, Fire Chief

ITEM DESCRIPTION:

Discussion and possible action on **Resolution No. 2025-15**, joining TexBuy, a cooperative purchasing program, and authorizing the City Manager to enter into an Interlocal Agreement with Region 16 Education Service Center.

STAFF RECOMMENDATION/ITEM SUMMARY:

TexBuy is a cooperative purchasing program with Region 16 Education Service Center that would allow for the purchase of items within their purchasing contracts. This would include Legacy Lockers, which is the suggested vendor for the Fire Station 2 dorm room beds and lockers.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move the approval of Resolution No. 2025-15, joining TexBuy, a cooperative purchasing program, and authorizing the City Manager to enter into an interlocal agreement with Region 16 Education Service Center.

ATTACHMENTS:

1. TEX BUY ILA
2. Resolution 2025-15 TexBuy Cooperative

INTERLOCAL AGREEMENT
for Participation in the
Region 16 ESC Statewide Cooperative Purchasing Program

Contracting Parties:

[*City of Hewitt, TX*]

School District/Governmental Entity

AND

Region 16 Education Service Center

Texas Education Code §8.002 charges regional education service centers to provide services to enable school districts to operate more efficiently and economically. In order to increase the efficiency and effectiveness of purchasing operations, the Region 16 Education Service Center ("ESC 16") and [*the City of Hewitt*] School District/Governmental Entity (the "Entity"), collectively referred to as "the Parties," enter into this Interlocal Agreement.

I. Creation of the Cooperative Purchasing Program

ESC 16, by this Agreement, agrees to serve as the sponsoring entity of a cooperative purchasing program (the "Program") in conjunction with the above-named Entity and any other entity legally entitled to enter into the Program, which executes a similar agreement. The purpose of the Program shall be to obtain substantial savings for participating school districts and other governmental entities through executions of economies of scale and through seeking vendors on a regional, state, and nationwide basis.

II. Authority

Authority for the services provided under this Interlocal Agreement is granted under Government Code, Chapter 791, Subchapters A, B, and C; and Local Government Code, Chapter 271, Subchapter F, §§ 271.101 and 271.102.

III. Termination

This Interlocal Agreement (hereinafter the "Agreement") is effective upon final execution by ESC 16 and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for the termination and the effective date of such termination; however, the terminating party agrees to give the affected party a thirty (30) day period to cure any identified breach. The terminating party further agrees to make any required payment to a vendor incurred during the time the party was a member of the Program.

IV. Duties and Roles

A. Role of the ESC 16 as Program Sponsor:

(1) Provide for the organizational and administrative structure of the Program as Program Sponsor, by either using internal assets or through contracting with a third party to provide such matters.

(2) Provide staff time necessary for efficient operation of the Program.

(3) Provide for the initiation and implementation of activities related to the bidding and vendors selection process.

(4) Provide members with procedures for ordering, delivery, and billing of goods and services available through the Program.

B. Role of the Entity:

(1) Commit to participate in the Program by taking all action necessary to authorize the execution of this agreement in the appropriate space below.

(2) Designate a contact person for the Program who will act under the direction of and on behalf of the Entity.

(3) Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member Entity.

(4) Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Program.

(5) Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

(6) Pay vendors in a timely manner for all goods and services received.

(7) Pursue any disputes regarding the quality or quantity of a vendor’s goods and/or services directly with that vendor.

V. General Provisions

A. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the Program contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such Program.

B. This Agreement shall be governed by the law of the State of Texas and the Parties agree that venue shall be in the county in which the central administrative offices of ESC 16 are located.

C. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

D. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

E. The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such Entity.

F. The Parties agree that payments made through this Agreement fairly compensate the performing party for any services or functions performed.

G. Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

H. Nothing contained in this agreement prohibits a Party from either creating other purchasing cooperatives or participating as a member of other purchasing cooperatives.

I. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

J. This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine or e-mail and the terms and conditions agreed to by such means are binding upon the Parties.

VI. Authorization

ESC 16 and the Entity have entered into this Agreement to provide cooperative purchasing opportunities to public schools and other governmental entities and the governing boards of such entities delegate to the superintendent or chief executive officer of the Entity the discretion to determine that making purchases through the program provides the best value to the Entity.

This Agreement was approved by the governing boards of the respective Parties at meetings that were posted and held in accordance with state law, including Chapter 551 of the Texas Government Code, commonly known as the Texas Open Meetings Act.

VII. Non-Discrimination Clause

It is the policy of ESC 16 and the Entity not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Entity	**ESC 16**
By: ______________________	**By:** ______________________
Authorized Signature	**Authorized Signature**
	CHIEF FINANCIAL OFFICER
Title	**Title**
Date	**Date**
	ANDREW PICKENS
Entity Contact Person	**ESC 16 Contact Person**
	DIRECTOR OF PURCHASING
Title of Contact	**Title of Contact**
	5800 BELL STREET
Street Address	**Street Address**
	AMARILLO, TX 79109
City, State Zip	**City, State Zip**
	806-677-5040
Contact's Telephone Number	**Contact's Telephone Number**
	andrew.pickens@esc16.net
E-mail Address	**E-mail Address**

Please send two signed original Interlocal Agreements to Region 16 ESC, Attn: Andrew Pickens, Director of Purchasing, 5800 Bell Street, Amarillo, TX 79109-6230. Upon execution, a signed original will be returned to the Entity Contact Person listed above.

RESOLUTION NO. 2025-15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH REGION 16 SERVICE CENTER, WHICH SERVES AS THE SPONSOR OF TEXBUY, A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY INSTRUMENTS ON THE CITY'S BEHALF.

WHEREAS, the City of Hewitt finds it in the best interests of the Governmental Entity to pool with other Governmental Entities and the Region 16 Service Center to increase its purchasing economy of scale;

WHEREAS, the City of Hewitt further finds it in the City's best interests to access low-cost goods and services advertised to potential vendors nationwide.

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

SECTION I. The Terms and Conditions of the agreement, having been reviewed by the Board of the Governmental Entity, are found to be acceptable and in the best interests of the Governmental Entity and its citizens, and are hereby approved for all things.

SECTION II. The Chief Executive Officer of the Governmental Entity or the Chief Executive Officer's designee is hereby designated and authorized to act for the Governmental Entity in all matters relating to the Agreement, including executing the Agreement on behalf of the Board of the Governmental Entity.

SECTION III. The Board delegates to the Governmental Entity's Chief Executive Officer or the Chief Executive Officer's designee, to the fullest extent allowed under Texas law, any and all authority to take any action to provide the Governmental Entity with low-cost goods and services under the Agreement.

SECTION IV. It is the policy of Region 16 ESC, TexBuy and the Entity not to discriminate on the basis of age, race, religion, color, national origin, sex, or handicap in its programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

SECTION V. It is officially found and determined that the meeting at which this resolution is passed was noticed and has been open to the public as required by law.

PASSED AND APPROVED this the 8th day of December 2025.

CITY OF HEWITT, TEXAS

____

Steve Fortenberry, Mayor

ATTEST:

____

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____

Michael W. Dixon, City Attorney

HEWITT
TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 4.

SUBMITTED BY: Jonathan Christian, Fire Chief

ITEM DESCRIPTION:

Discussion and possible action on **Resolution No. 2025-16**, joining the Virginia Sheriffs' Association First Responder Supplies & Equipment Procurement Program, a cooperative purchasing program, and authorizing the City Manager to enter into an Interlocal Agreement with Virginia Sheriffs' Association.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Virginia Sheriffs' Association First Responder Supplies & Equipment Procurement Program, is a cooperative purchasing program that would allow the city to purchase from its vendors. This would include Working Fire Furniture & Mattress Co. Inc.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move approval of **Resolution No. 2025-16**, joining the Virginia Sheriffs' Association First Responder Supplies & Equipment Procurement Program, a cooperative purchasing program, and authorizing the City Manager to enter into an Interlocal Agreement with the Virginia Sheriffs' Association.

ATTACHMENTS:

1. City of Hewitt TX - unsigned VSOA
2. Resolution 2025-16 Master Cooperative Purchasing Virginia

MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective November 17, 2025 (DATE), is made by and between the Virginia Sheriffs' Association, Inc. ("VSA"), a Virginia non-profit corporation, and the City of Hewitt, Texas (COUNTY/CITY, STATE) ("End User"), a local government created under the laws of the State of Texas (NAME OF STATE).

WITNESSETH

WHEREAS, VSA's First Responder Supplies and Equipment Procurement Program and Heavy Equipment Procurement Program ("Procurement Programs") are cooperative bid programs where VSA solicits bids for products and services to be purchased directly from awarded vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the Procurement Programs is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, VSA will serve as the "Contract Administrator" in the process of soliciting bids. The purpose of the solicitation for bids is to identify the most suitable and qualified vendor for the purchase of products and services on a "no trade-in basis;" and

WHEREAS, the VSA Contract Administrator will award the bid to the lowest, best, and most responsive bidder by specification, by manufacturer, and by vendor. The award will be determined by the price of the bid, qualifications based on vendor's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, VSA and the End User agree as follows:

1.0 **<u>Responsibilities of the parties</u>.**

1.1 The VSA will identify, solicit, and invite interested vendors, including but not limited to manufacturers, dealers and certified representatives, to submit bids for products and services.

1.2 The VSA will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase products and services directly from vendors at a competitive price.

1.3 The VSA will consult with the End User as needed in order to facilitate End User's purchase of the products and services through the Procurement Programs in which the End User has agreed to participate as signified below.

First Responder Supplies and Equipment Procurement Program
☐ Initials: ______ (Check and initial to participate)
Heavy Equipment Procurement Program
☐ Initials: ______ (Check and initial to participate)

1.4 The VSA will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of products and services to End User.

1.5 The End User agrees to be bound by the Solicitation for Bids and Contract Terms and Conditions for the Procurement Programs ("Terms and Conditions") in which it has agreed to participate, as shown in Section 1.3 above, which Terms and Conditions are attached hereto and incorporated by reference as if fully set forth herein.

1.6 The End User agrees to provide to the VSA all information and assistance requested by the VSA that is reasonably necessary to remain in compliance with the Solicitation for Bids and Contract Terms and Conditions for the Procurement Programs in which it has agreed to participate as shown in Section 1.3 above.

2.0 **Compliance with Laws**. The End User represents and warrants to the VSA that it has obtained all state and local regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the End User represents and warrants to the VSA that it is in compliance with all applicable laws and regulations and covenants to remain in compliance with such laws and regulations during the term of this Agreement.

The End User shall indemnify, defend, and hold harmless VSA for any breach of this Compliance with Laws provision, including damages and attorney's fees suffered by VSA arising from or relating to the End User's noncompliance.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The VSA and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture, or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind VSA to any agreement or obligation. VSA shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the VSA in administering the Procurement Programs are limited to those specified in the VSA Solicitation for Bids and Contract Terms and Conditions for the Procurement Programs in which the End User has agreed to participate as shown in Section 1.3 above, which Terms and Conditions are attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for VSA beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the VSA.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the VSA and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

Virginia Sheriffs' Association, Inc.

901 East Byrd Street, Suite 1301
Richmond, Virginia 23219

By: ______________________________
John W. Jones
Executive Director

City of Hewitt, Texas
(NAME OF REQUESTING AGENCY)
100 Patriot Court
(Street Address-Requesting Agency)
Hewitt, TX 76643
(City, State, Zip Code)

By: ______________________________
(Signature)
____
(Printed First and Last Name)
____
(Title)

RESOLUTION NO. 2025-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COOPERATIVE AGREEMENT WITH THE VIRGINIA SHERIFFS' ASSOCIATION NON-PROFIT FIRST RESPONDER SUPPLIES AND EQUIPMENT PROCUREMENT PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY INSTRUMENTS ON THE CITY'S BEHALF.

WHEREAS, VSA's First Responder Supplies and Equipment Procurement Program and Heavy Equipment Procurement Program ("Procurement Programs") are cooperative bid programs where VSA solicits bids for products and services to be purchased directly from awarded vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the Procurement Programs is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, VSA will serve as the "Contract Administrator" in the process of soliciting bids. The purpose of the solicitation for bids is to identify the most suitable and qualified vendor for the purchase of products and services on a "no trade-in basis;" and

WHEREAS, the VSA Contract Administrator will award the bid to the lowest, best, and most responsive bidder by specification, by manufacturer, and by vendor. The award will be determined by the price of the bid, qualifications based on vendor's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner.

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

SECTION I. The Terms and Conditions of the agreement, having been reviewed City of Hewitt, City Council, are found to be acceptable and in the best interests of the City, and are hereby approved for all things.

SECTION II. The City Manager is hereby designated and authorized to act for the City in all matters relating to the Agreement, including executing the Agreement on behalf of the City of Hewitt.

SECTION III. It is officially found and determined that the meeting at which this resolution is passed was properly noticed and open to the public as required by law.

PASSED AND APPROVED this the 8th day of December 2025.

CITY OF HEWITT, TEXAS

____
Steve Fortenberry, Mayor

ATTEST:

____
Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
Michael W. Dixon, City Attorney

HEWITT
TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 5.

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Discussion and possible action on renewal of an agreement with Valley View Consulting, L.L.C., for a period of two years ending December 31, 2027, with the option to extend in additional one or two year increments.

STAFF RECOMMENDATION/ITEM SUMMARY:

On November 27, 2023, City Council extended the agreement with Valley View Consulting, L.L.C., to act as independent investment advisors to the City and to perform professional services with respect to Investable Funds thru December 31, 2025. Staff recommends continuing with Valley View and accepting the attached agreement to perform investment services for the City for an additional two years ending December 31, 2027, with the option to extend in additional one or two-year increments. No changes were made from the prior agreement.

FISCAL IMPACT:

Amount Budgeted - N/A
Line Item in Budget - N/A

SUGGESTED MOTION:

I move approval that the agreement with Valley View Consulting, L.L.C., be renewed for a period of two years ending December 31, 2027, with the option to extend in additional one or two-year increments.

ATTACHMENTS:

1. IA Agreement 2025 11 04 Hewitt

AGREEMENT
BY AND BETWEEN
THE CITY OF HEWITT, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the City of Hewitt (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreemen*t) constitutes the understanding of the parties regarding the subject matter hereof.

1. This Agreement shall apply to all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.

2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.

3. The Advisor agrees to perform the following duties, as requested:

   a. Assist the Investor in developing cash flow projections,

   b. Suggest appropriate investment strategies to achieve the Investor's objectives,

   c. Advise the Investor on market conditions, general information and economic data,

   d. Analyze risk/return relationships between various investment alternatives,

   e. Attend occasional meetings as requested by the Investor,

   f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's investment policies. The eligible investments are listed in the Investor's Investment Policy,

   g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

   h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

   i. Assist the Investor in creating monthly portfolio accounting reports, and

   j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

    a. Compensate the Advisor for all services rendered and expenses incurred as set forth in Appendix A attached hereto,

    b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

    c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

    d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

    e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto and shall become due and payable as specified. All expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until December 31, 2027, with the option of the Investor to extend this Agreement in additional one or two-year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

   By initialing the appropriate line, Investor acknowledges that:

   1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering this written contract, or

   2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering this contract.

   3) __X__ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,

Richard G. Long Jr.

Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Hewitt, Texas.

By ________________________________
City of Hewitt

Date: ______________________________

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be an annual fee equal to $10,000.00. Said fee shall be prorated and due and payable at the end of each investment quarter.

Should the Investor issue debt, additional fees shall apply. Said annual fee shall not exceed 8 basis points (0.08%) of the total debt fund's average quarter end book value.

Should the selected bond proceeds investment strategy incorporate a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Should the Investor request assistance with selecting a primary bank depository services contract additional fees shall apply. Said fee shall not exceed $5,000.00 per selection process.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled quarterly meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Although none are anticipated, any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 6.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Discussion and possible action on reappointments to the Library Board.

STAFF RECOMMENDATION/ITEM SUMMARY:

Delores K. Sincerney and Sally Goldman's terms will expire in December 2025. They are both in good standing and have agreed to serve another two-year term. Staff recommends approval of these reappointments. Betty J. Smith has informed us she will not be serving after this term. The Board has one vacancy. If you have any recommendations, please forward them to me.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move to approve the reappointment of Delores K. Sincerney and Sally Goldman to the Library Board, with terms expiring in December 2027.

ATTACHMENTS:

1. Council-Boards- Commissions-Committees list - 2025

CITY OF HEWITT: COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

City Hall 666-6171 (Fax 666-6014); Community Services 666-2447; Utility Billing 666-3151 (after hours emergency 666-6272); Police Adm. 666-1661; Drug Tips 666-3333; Animal Control 666-6272; Library 666-2442; Park Reservations 666-6173; Municipal Court 666-1208; Chamber of Commerce 666-1200. City of Hewitt website: www.cityofhewitt.com; Email: citysecretary@cityofhewitt.com

City Council **2 YR Term – May**	**Board of Adjustment** **2 YR Term – April**	**Planning & Zoning Commission** **2 YR Term – June**	**Parks & Beautification Committee** **2 YR Term – December**	**Library Board** **2 YR Term – December**	**Civil Service Commission** **3 YR Term – December**
1st & 3rd Monday – 7 PM	3rd Thursday - 6 PM	1st Tuesday – 6 PM	3rd Wed. – 6 PM	Quarterly as needed	Called
Brad Turner **Ward 1** (05-2027) 425 W. Chapman Rd. (254) 709-3614	(04-2026) Chair Jim Winton 1136 Heatherwood (254) 857-9436	(06-2026) Paul D. Lasater 1321 Ridgeview (254) 716-0025	(12-2026) **VACANCY**	(12-2026) Kevin Lightfoot 252 Topaz Cir. (254) 405-1298	(12-2027) Chair Tom Mattern 1204 Ridgeview Cir. (254) 644-9632
Johnny Stephens **Ward 1** (05-2026) 305 Travis Ln. (254) 709-3989	(04-2026) Brenda Turner 209 Laredo Dr. (254) 666-0087	(06-2026) Brian Dalrymple 821 Sunny's Halo Dr. (254) 744-9711	(12-2025) Nathan Rusterholtz 1200 Dendron Dr. (972) 978-3202	(12-2025) Betty J. Smith 709 Seminole Trl. (254) 666-7931	(12-2025) Vice Chair Sam MacKinnon 113 Emmalyn Dr. (254) 299-7788
Ward 2 (05-2026) **VACANCY**	(04-2027) Douglas Bergen 264 Earle Rd. (254) 666-0855	(06-2026) Walter H. Peterson 500 Moss Hill Rd. (254) 757-5128	(12-2025) Casey Lowrey 700 Wind Hill Dr. (254) 424-1266	(12-2026) Julie Holcomb 112 Travis Ln. (972) 935-4528	(12-2026) Sammy L. Thomas 100 Coventry Dr. (254) 749-0800
Bob Potter **Ward 2** (05-2027) 409 W Wall St. (254) 709-3666	(04-2027) Royce W. Smith 1128 Regina (254) 652-3099	(06-2025) Dustin Crawford 1001 December Dr. (903) 754-1204	(12-2025) Tyler Green 905 Regina Dr. (903) 806-8993	(12-2026) Caitlin Miller 928 Steamboat Cir. (254) 723-8690	
Mayor Pro Tem Erica Bruce **Ward 3** (05-2027) 717 Fieldstone Dr. (254) 709-4050	(04-2027) Drexel King 331 Earle Rd. (919) 518-4801	(06-2025) Bobby Drake 107 Westchester Way (254) 772-7440	(12-2026) Vernon Bailey 301 Tampico Dr. (512) 797-6377	(12-2026) Linda O'Neil 638 Barbara Jean St. (254) 744-1298	
Mayor Steve Fortenberry **Ward 3** (05-2026) 701 Oakmont Dr. (254) 709-0030	Alternate (04-2026) Jeff Lara 436 W. Wall St. (254) 412-8653	(06-2025) Michael Lee Hix 336 Bowie Ln. (254) 723-5071	(12-2026) Richard D. Driver 320 E. Spring Valley Rd. (806) 241-0098	(12-2025) Delores K. Sincerney 119 Russell Ln. (254) 744-5752	
Michael S. Bancale **At-Large** (05-2027) 909 Stoneridge Dr. (254) 709-3522	Alternate (04-2027) **VACANCY**	(06-2025) Travis Bailey 412 Oklahoma Ave. (254) 666-1492	(12-2026) **VACANCY**	(12-2025) Sally Goldman 132 Texas Ave. (254) 666-2436	

Updated: 05/19/2025

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 7.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Discussion and possible action on reappointments to the Parks and Beautification Committee.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Parks and Beautification Committee has three positions expiring in December 2025. Nathan Rusterholtz, Casey Lowrey, and Tyler Green have agreed to serve another term. The Committee has two vacancies. If you have any recommendations, please forward those to me.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move to approve the reappointment of Nathan Rusterholtz, Casey Lowrey, and Tyler Green to the Parks and Beautification Committee, with terms expiring in December 2027.

ATTACHMENTS:

1. Council-Boards- Commissions-Committees list - 2025

CITY OF HEWITT: COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

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Ward 2 (05-2026) **VACANCY**	(04-2027) Douglas Bergen 264 Earle Rd. (254) 666-0855	(06-2026) Walter H. Peterson 500 Moss Hill Rd. (254) 757-5128	(12-2025) Casey Lowrey 700 Wind Hill Dr. (254) 424-1266	(12-2026) Julie Holcomb 112 Travis Ln. (972) 935-4528	(12-2026) Sammy L. Thomas 100 Coventry Dr. (254) 749-0800
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Updated: 05/19/2025

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 8, 2025

AGENDA ITEM #: 8.

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action on rescheduling the City Council meeting for January 19, 2026.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City Council meeting scheduled for January 19, 2026, is an official city holiday. The Council has the option to hold the scheduled meeting, reschedule the meeting to another date, or cancel the meeting.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

This motion is at the Council's discretion.

ATTACHMENTS:

None