

HEWITT TEXAS

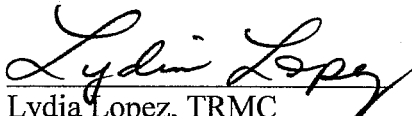
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Special Called Dinner Workshop** meeting of the governing body of the City of Hewitt will be held on the **29th day of July, 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. Briefing and discussion concerning National Night Out event, August 1, 2013.
 - b. Briefing and discussion concerning proposed FY 2013-2014 Budget
2. Review regular meeting agenda items.
3. Interview of prospective board members for the Library Board.
4. 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 10:00 AM PM on July 26, 2013.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

NOTE: Members of the Civil Service Commission may be present to address the Council on agenda items #8 & #9.

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

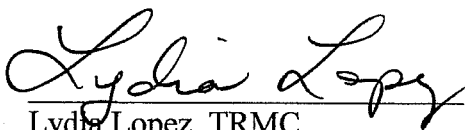
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Special Called** meeting of the governing body of the City of Hewitt will be held on the **29th day of July, 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. Pledge of Allegiance to the U.S. Flag
2. Special presentation of proclamation in recognition of "Texas 811 Safe Digging Day".
3. Consider approval of minutes of the City Council Dinner Workshop/Regular Meeting of July 15, 2013.
4. Hear visitors on matters pertaining to city business.
5. Consider appointments to the Library Board.
6. Administer oath of office to newly appointed members of the Library Board.
7. Consider approval and adoption of the Policy for Administration of Boards, Commissions, and Committees.
8. Authorize the City Manager to negotiate and execute an Interlocal Cooperation Agreement with Midway Independent School District (MISD) to provide law enforcement services.
9. Consideration of and action on ordinance amending the number of positions in a classification in the Hewitt Police Department.
10. Consideration of and action on setting date of August 12, 2013 for a Public Hearing on the Proposed Fiscal Year 2013-2014 Annual Budget.
11. Consideration of and action on 2013 proposed tax rate and setting two public hearing dates, August 12 and August 19, 2013.
12. Consideration of and action on an ordinance vacating and abandoning a 0.59 acre Utility Easement tract, out of the Carlos O'Campo Grant, Abstract Number 32 in McLennan County, Texas as requested by Woody Butler Homes, Inc.
13. 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 10:00 AM/PM on July 26, 2013.

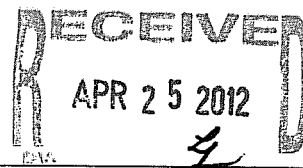
CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

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HEWITT TEXAS II

WORKSHOP ITEM #3.



APPLICATION FOR BOARDS & COMMISSION TO THE CITY OF HEWITT

The City of Hewitt appreciates your interest in serving the community. A listing of the boards and commissions is found behind your application. Appointments are made during the year as vacancies occur. This is great opportunity for to play a vital role in shaping your community.

NAME OF APPLICANT: Gayle H. Shipp
HOME ADDRESS: 704 Cheyenne Trail, Hewitt, TX 76643
DAYTIME TELEPHONE NUMBER: 254-495-1544 cell E-MAIL ADDRESS: jghshipp@gmail.com

PLEASE CHECK APPROPRIATE STATEMENTS: ☒ I reside within the city limits of Hewitt, Texas.*
☒ I do ☐ I do not . . . own property located in Hewitt, Texas.

* **IMPORTANT** -- By checking this box and signing this form, you are indicating that your legal residence or domicile - your home and fixed place of habitation to which you intend to return after any temporary absence - is located within the city limits of Hewitt, Texas.

LENGTH OF TIME APPLICANT HAS RESIDED IN THE HEWITT CITY LIMITS: Since 2007 - July 15

PLEASE INDICATE BELOW HOW YOU WOULD LIKE TO SERVE THE CITY OF HEWITT. (**IMPORTANT**: IF MORE THAN ONE AREA IS INDICATED, **NUMBER YOUR PREFERENCES** WITH "1" BEING YOUR FIRST CHOICE, "2" BEING YOUR SECOND CHOICE, ETC.). PLEASE SEE REVERSE SIDE FOR DESCRIPTIVE INFORMATION.

- ☐ Board of Adjustment (must be resident and owner of property in Hewitt)
☐ Civil Service Commission (must be resident of Hewitt)
☒ Library Board (must be resident of Hewitt)
☐ Parks and Beautification Committee (must be resident of Hewitt)
☐ Planning and Zoning Commission (must be resident and owner of property in Hewitt)

OTHER WAYS YOU SERVE YOUR COMMUNITY: Previous member of committees -

Book Selection and Steering - for One Book One Waco
SPECIAL INTERESTS/SKILLS/EXPERIENCE/EDUCATION YOU FEEL MAY BE HELPFUL: English

instructor grades 7-12 and college level; Master of Arts
from University of Houston - Clear Lake

OCCUPATION/EMPLOYER: Texas State Technical College, Waco
English instructor

REFERENCES (MUST BE HEWITT RESIDENTS): Bobbie Beck TELEPHONE #: 857-9031
Betty Bryant TELEPHONE #: 655-4104

SIGNATURE OF APPLICANT: Gayle H. Shipp DATE: 04/23/13

Return Application to:
Lydia Lopez, City Secretary
P.O. Box 610
105 Tampico Dr.
Hewitt, Texas 76643
(Fax # 666-6014)

OFFICE USE ONLY

Date attended board meeting: 07-22-2013

Date Interviewed by Council: _____

Date appointed by Council: _____

Date sworn in by Council: _____

Reappointed: _____

Term to expire: _____

Term to expire: _____

APPLICATION FOR BOARDS & COMMISSION TO THE CITY OF HEWITT

The City of Hewitt appreciates your interest in serving the community. A listing of the boards and commissions is found behind your application. Appointments are made during the year as vacancies occur. This is great opportunity for to play a vital role in shaping your community.

NAME OF APPLICANT: Eric Ames

HOME ADDRESS: 249 Fieldcrest Dr., Hewitt, TX 76643

DAYTIME TELEPHONE NUMBER: (254) 710-1576 E-MAIL ADDRESS: ericames628@yahoo.com

PLEASE CHECK APPROPRIATE STATEMENTS: ☒ I reside within the city limits of Hewitt, Texas.*
☒ I do ☐ I do not . . . own property located in Hewitt, Texas.

* **IMPORTANT** -- By checking this box and signing this form, you are indicating that your legal residence or domicile - your home and fixed place of habitation to which you intend to return after any temporary absence - is located within the city limits of Hewitt, Texas.

LENGTH OF TIME APPLICANT HAS RESIDED IN THE HEWITT CITY LIMITS: November 2012-present

PLEASE INDICATE BELOW HOW YOU WOULD LIKE TO SERVE THE CITY OF HEWITT. (**IMPORTANT**: IF MORE THAN ONE AREA IS INDICATED, **NUMBER YOUR PREFERENCES** WITH "1" BEING YOUR FIRST CHOICE, "2" BEING YOUR SECOND CHOICE, ETC.). PLEASE SEE REVERSE SIDE FOR DESCRIPTIVE INFORMATION.

- ☐ Board of Adjustment (must be resident and owner of property in Hewitt)
☐ Civil Service Commission (must be resident of Hewitt)
☒ Library Board (must be resident of Hewitt)
☐ Parks and Beautification Committee (must be resident of Hewitt)
☐ Planning and Zoning Commission (must be resident and owner of property in Hewitt)

OTHER WAYS YOU SERVE YOUR COMMUNITY: Board of trustees, Woodway 1st Methodist church; Waco Historic Landmark commission (2007-2012)

SPECIAL INTERESTS/SKILLS/EXPERIENCE/EDUCATION YOU FEEL MAY BE HELPFUL: Digitization of archival materials, cataloging, metadata creation, prior service on a city commission (including 3 years as chair), master's degree in museum studies (Baylor), lifelong library user

OCCUPATION/EMPLOYER: Baylor University, Curator of Digital Collections (Electronic Library)

REFERENCES (MUST BE HEWITT RESIDENTS): Christian Heger TELEPHONE #: 710-8617

Pat Weaver TELEPHONE #: 214-2643

SIGNATURE OF APPLICANT:  DATE: 4/23/13

Return Application to:
Lydia Lopez, City Secretary
P.O. Box 610
105 Tampico Dr.
Hewitt, Texas 76643
(Fax # 666-6014)

OFFICE USE ONLY

Date attended board meeting: 07-22-2013

Date Interviewed by Council: _____

Date appointed by Council: _____

Date sworn in by Council: _____

Reappointed: _____

Term to expire: _____

Term to expire: _____

Revised: December 2010

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 2

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Special presentation of proclamation in recognition of "Texas 811 Safe Digging Day".

STAFF RECOMMENDATION/ITEM SUMMARY:

This proclamation was requested by Michael Street, Manager of Public Affairs, Atmos Energy. On August 11, Atmos Energy, along with all other underground utilities, will be promoting the Texas 811 Safe Digging Day. This community and media event is designed to promote public safety through damage prevention awareness. This program is more commonly known as the call before you dig program.

ATTACHMENTS:

Proclamation

**OFFICIAL
MAYOR'S PROCLAMATION
CITY OF HEWITT, TEXAS**

WHEREAS, the leading cause of harm to underground facilities is excavation damage; and

WHEREAS, pipeline operators and other underground facility owners are committed to raising the awareness of underground damage prevention and safe digging practices; and

WHEREAS, the date of August 11 (8/11) corresponds to the nationwide one-call number, 811, which provides anyone planning to excavate a simple, easy way to contact the state underground notification center; and

WHEREAS, once a call is made to the one-call notification center, the appropriate underground facility operators are notified of the person's intent to dig. Professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags, spray paint or both; and

WHEREAS, striking a single line can cause injury, repair costs, fines and inconvenient outages; and

WHEREAS, The City of Hewitt supports these efforts to promote underground damage prevention and safe digging practices, and

NOW THEREFORE, I, Ed Passalugo, by virtue of the authority vested in me as Mayor of the City of Hewitt do hereby proclaim August 11, 2013 as "Texas 811 Safe Digging Day" in the City of Hewitt, and I call this observance to the attention of all her citizens.

Signed and sealed this 29th day of July, 2013.

Ed Passalugo, Mayor

Attest:

Lydia Lopez, City Secretary



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Dinner Workshop/Regular Meeting of July 15, 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 July 15, 2013 - 5:30/7:00 PM

Members Present: Mayor Ed Passalugo (presiding); Council Members Bill Fuller, James Vidrine, Travis Bailey, Ronnie McNiel and Alex Snider

Members Absent: Mayor Pro Tem Wilbert “Walky” Wachtendorf

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, Fire Chief Lance Bracco, 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
- Note:** The agenda was reordered.
- a. A briefing and discussion was held concerning proposed Interlocal Cooperation Agreement with Midway Independent School District. (This item to be placed on the next agenda.)
 - b. A briefing and discussion concerning the Legislative Policy for the Administration of Boards, Commissions, and Committees.

Mayor Passalugo recessed the Dinner Workshop to convene the Regular Meeting at 6:58 p.m. The remainder of the Dinner Workshop was held after the conclusion of the Regular Meeting.

REGULAR SESSION – 7:00 PM

1. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** - Mayor Passalugo led the Pledge of Allegiance.

2. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL DINNER WORKSHOP/REGULAR MEETING OF JULY 1, 2013.** *A motion was made by James Vidrine and seconded by Bill Fuller to approve the minutes as submitted but allow for additional corrections; all six in favor, motion passed.*
3. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.**
NONE
4. **CONSIDER APPROVAL OF A RESOLUTION ESTABLISHING A POLICY CONCERNING FIRE PROTECTION OUTSIDE THE CITY LIMITS.** *A motion was made by Bill Fuller, seconded by Alex Snider to approve the resolution, all six in favor, motion passed.*
5. **CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING AN AMENDMENT TO THE WACO-MCLENNAN COUNTY PUBLIC HEALTH DISTRICT COOPERATIVE AGREEMENT FOR A TERM OF FIVE YEARS TO BEGIN OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2018.** *A motion was made by Bill Fuller, seconded by Ronnie McNiel to approve resolution, all six in favor, motion passed.*
6. **ADJOURN.** *A motion was made by Bill Fuller, seconded by James Vidrine to adjourn at 7:03 pm, all six in favor, motion passed.*

Mayor Passalugo reconvened the Dinner Workshop at 7:05 p.m.

- c. A briefing and discussion concerning overview of Fire Department operations.
- d. A briefing and discussion concerning preliminary FY 2013-2014 Budget.
City Manager Adam Miles presented a
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: **(NOT HELD)**
 - Pursuant to § 551.071(1)(A), consultation with Attorney regarding pending or contemplated litigation.
4. Close Executive Session.
5. Adjourn. *A motion was made by Ronnie McNiel, and seconded by Travis Bailey to adjourn the meeting at 8:39 p.m.*

Approved: July 29, 2013

HEWITT TEXAS

ITEM #4 – 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: July 29, 2013

AGENDA ITEM #: 5

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider appointments to the Library Board.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Council is scheduled to interview two applicants Eric S. Ames and Gayle H. Shipp who have an interest in serving on the Library Board. A resignation letter was received from Ms. Beth Oakley on July 22. This resignation results in two vacancies. Both members attended the meeting of the Library Board on July 22 and are qualified for service.

ATTACHMENTS:

Certificates of appointment

City of Hewitt, Texas

This is to certify that

Eric S. Ames

*has been appointed by the Hewitt City Council for the
prescribed term, as a member of the*

Library Board

*a group of outstanding citizens voluntarily dedicated to
the task of assisting the Hewitt City Council in providing
the best possible government for the City of Hewitt.*

Dated this 29th day of July, 2013.

Ed Passalugo, Mayor

Attest:

Lydia Lopez, City Secretary

City of Hewitt, Texas

This is to certify that

Gayle H. Shipp

*has been appointed by the Hewitt City Council for the
prescribed term, as a member of the*

Library Board

*a group of outstanding citizens voluntarily dedicated to
the task of assisting the Hewitt City Council in providing
the best possible government for the City of Hewitt.*

Dated this 29th day of July, 2013.

Ed Passalugo, Mayor

Attest:

Lydia Lopez, City Secretary



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 6

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Administer Oath of Office to newly appointed members of the Library Board.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Ames and Ms. Shipp have met all the required qualifications and will be present to be sworn in as official members of Library Board.

ATTACHMENTS:

Oath of Office

This space reserved for office
use

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



OATH OF OFFICE

Filing Fee: None

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

I, Eric S. Ames, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Library Board of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....

State of Texas)

County of McLennan)

Sworn to and subscribed before me
this

29th day of July, 20 13.

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Lydia

Printed or Typed Name

This space reserved for office
use

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



OATH OF OFFICE

Filing Fee: None

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

I, Gayle H. Shipp, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Library Board of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
County of McLennan)

Sworn to and subscribed before me
this

29th day of July, 20 13.

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 7

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider approval and adoption of the Policy for Administration of Boards, Commissions, and Committees.

STAFF RECOMMENDATION/ITEM SUMMARY:

After discussion with the City Council a revised Legislative Policy for Boards, Commissions, and Committees has been prepared. The primary changes have to do with instating term limits for appointees and cleaning up language concerning appointment procedure and disclosure of conflicts of interest. If approved, the policy would be effective immediately.

ATTACHMENTS:

Revised Policy

CITY OF HEWITT

POLICY FOR ADMINISTRATION

OF

BOARDS, COMMISSIONS, AND COMMITTEES

Adopted: July 6, 1987

Amended: March 21, 1994
April 7, 1997
October 5, 1998
August 20, 2001
July 29, 2013

**CITY OF HEWITT POLICY
FOR ADMINISTRATION OF
BOARDS, COMMISSIONS, AND COMMITTEES**

APPLICABILITY:

This policy shall be applicable to the following Boards, Commissions, and Committees of the City of Hewitt.

Planning and Zoning Commission
Parks and Beautification Committee

Board of Adjustment
Library Board

PURPOSE:

It is the purpose of the City of Hewitt to provide the community with a viable force of interested citizens serving on various boards, commissions, and committees as the basis for strong municipal government.

These boards, commissions and committees will continue to be composed of interested citizens throughout the community without regard to race, creed, ethnic background, and economic status.

It is the intent of the Hewitt City Council that the various boards, commissions, and committees function as a group and actions and recommendations be the consensus of a majority of membership.

It is further the intent of the Hewitt City Council that no debts of any kind or character shall be made or incurred on behalf of the city by any board, commission, or committee or any member thereof.

Since the City Council is the body responsible for the governance of the city, all boards, commissions, and committees shall be responsible and answerable to the City Council, except as otherwise provided by State law.

All boards, commissions, and committees shall work in harmony with the City Council directives and policies.

TALENT POOL:

The City of Hewitt is constantly in search of new talent to serve on the various boards, commissions, and committees. In order to establish a talent pool of qualified individuals eligible for appointment, the City Council shall consider formal recommendations for appointments from a sitting chairperson of any board, commission, or committee.

The City Council may employ other methods as needed to gather names of interested individuals to consider for appointment.

To be eligible for appointment to the City of Hewitt boards, commissions, and committees, an individual shall be no less than 18 years of age, preferably be a resident of the City of Hewitt, a property owner, or business owner. Any person moving from the corporate limits, selling all real estate interest, or selling a business located in the City of Hewitt shall immediately be ineligible to serve.

APPOINTMENT PROCEDURE:

Names of persons to be considered for appointment to various boards, commissions, and committees shall be submitted on an official form provided by the City Secretary, setting forth vital information and legal requirement to serve the recommended position which will be filed for current action or future considerations.

Prior to appointment to the various boards, commissions, and committees, it is required that the candidate shall become familiar with the duties and responsibilities of the appointment being sought.

The Mayor shall present the names of interested persons to fill each appointive position for consideration by the city council. Unless otherwise prescribed by state statute, the appointment of all board, commission, and committee members is vested in the Hewitt City Council and each appointment must be confirmed, after an interview by the City Council, by a majority vote at a regular City Council meeting.

ORGANIZATION:

The City Manager shall designate one or more city employees to assist each board, commission, or committee with its meeting arrangements and logistics.

In order to facilitate communications with the various boards, commissions, and committees, the Mayor may, upon request of any board, commission, or committee, appoint one council member to be a council liaison to the respective body. No council member shall be appointed as liaison to more than one city council appointed body. The appointed council member must be willing and able to serve and shall convey the majority opinion of the council in all dealings with the board, commission, or committee. Since all appointed bodies are to operate in an advisory capacity to the council, the liaison shall not seek to influence the body in its decisions, but shall act to clarify the council position on matters before the board, commission, or committee.

CHARGES & RESPONSIBILITIES:

Each newly appointed representative shall be officially sworn in during the council meeting immediately following their appointment. Each appointee shall receive a certificate of appointment stating the board, commission, or committee to which they have been appointed, the term of office, a copy of the ordinance creating the board, commission, or committee, and any bylaws of the committee. No representative shall be eligible to serve on their respective board, commission, or committee until they have received their certificate of appointment presented by the Mayor at a regular council meeting or as otherwise arranged.

All appointees shall complete the state required open government training within ninety (90) days of appointment. Any appointee failing to complete the required open government training may subject their appointment to be terminated pursuant to Council action.

No individual shall be appointed nor shall they serve at one time on more than one board, commission, or committee as a voting member.

ATTENDANCE:

Attendance of all regular, special and emergency board, commission, and committee meetings is important to the conduct of the business of the City of Hewitt. Lack of quorum is an inconvenience to the citizen appearing for action to be taken, as well as to the other board members who are present and unable to constitute a quorum. Each committee chairperson shall maintain accurate records of attendance for each member. Any representative failing to attend at least seventy-five (75) percent of the regular, special or emergency meetings legally called in the previous twelve (12) month period of time shall be disqualified for service and subject to replacement by council appointment.

CONFLICT OF INTEREST:

No person related within the first degree of affinity or consanguinity to any member of the City Council, the City Manager, Department Head, Planning and Zoning Commission, or Board of Adjustment member may be appointed to serve on the Planning and Zoning Commission or Board of Adjustment.

Any appointee prohibited from voting by a conflict of interest as defined by state law, shall announce the same at the commencement of consideration of the matter and shall not enter into discussion or debate on said matter. In such case, the member shall file with the recording secretary the Affidavit Conflict of Interest form indicating the reason for abstaining. The member shall then announce their conflict to the board and leave the meeting room until discussion of and vote on the issue has been completed. Further, that member shall not discuss the matter with other members of the board at any time.

TERM LIMITS:

The limit for consecutive appointments shall not exceed six (6) years. However, the City Council may waive this requirement when the following conditions exist:

1. A reappointment to a board, commission, or committee due to the existence of an insufficient amount of applicants for the position to be filled; or
2. A reappointment to a board, commission, or committee whereupon fifty percent (50%) or more of its members are subject to term limits under their expiring terms. A priority on reappointment shall be given to those members having the least tenure of service on the respective board, commission, or committee.

CONTINUED SERVICE:

A board, commission, or committee member is immediately eligible for all other boards, commissions, and committees upon completion of term limits on a current board or commission. After a one-year break in service, a board member is eligible for appointment to a board, commission, or committee for which the limit of service was previously reached.

REMOVAL FROM APPOINTMENT:

The City Council may remove any appointee at any time, with or without cause.



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 8

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Authorize the City Manager to negotiate and execute an Interlocal Cooperation Agreement with Midway Independent School District (MISD) to provide law enforcement services.

STAFF RECOMMENDATION/ITEM SUMMARY:

Please see attached memo from City Manager for a detailed summary.

ATTACHMENTS:

Memo from City Manager
Interlocal Agreement

HEWITT TEXAS

MEMORANDUM

FROM: Adam Miles, City Manager
TO: Mayor and City Council
DATE: July 24, 2013
RE: MISD School Resource Officer Partnership



Since the last City Council meeting city staff have continued discussions with school officials concerning the proposed interlocal agreement to partner with the school for two school resource officers (SROs). It seems like there are some points that need to be clarified. The following is a summary of the current proposal.

MISD has several school campuses throughout the District. In Hewitt alone, there are three elementary schools, the middle school and the DAP campus. The High School is located just outside of Hewitt, as is Woodgate Intermediate School. Hewitt has historically responded to calls for service at all of these campuses without any reimbursement from the school.

For the past several years MISD has had an agreement with Waco PD to provide two SROs at the High School. After review and deliberation, MISD has asked Hewitt to consider a partnership in lieu of this former arrangement.

Generally, Midway ISD is seeking to reimburse the city for the cost of providing two full time police officers for 190 days in the upcoming school year. The 190 days is the number of days MISD is requesting an officer to be on school property. This includes some time for teacher in-service and other school related training.

Under the proposed agreement, one Hewitt officer would generally be assigned to the High School, the other stationed at the Middle School. While the officers would have the ability to respond to any MISD campus, it is expected that most of their time will be spent at the campuses in and near to Hewitt. The officers would be employees of the city with direction from Chief Devlin; the Chief would coordinate assignments with school officials throughout the year.

It should be noted that MISD also has an agreement with Woodway to provide one officer for 177 days. The general idea is that the Woodway officer would cover the schools on the North side of Hwy. 84. Again, all officers would have the authority to respond to any MISD school campus at any time.

In working through the costs, MISD is paying for 190 days of time. This equates to 190 out of 260 days total or 1,520 hours out of 2,080 hours for a full time officer per year. In other words, Midway will pay approximately 73% of the costs related to two full time officers. Hewitt would then have complete use of the two officers for the other 27% of the time when the officers are not needed at the school.

A summary of the current proposal indicating the cost for each officer is shown below:

Cost Summary One SRO per year	Actual Cost	MISD Portion	City Portion
	100%	73%	27%
Salary & Benefits with Taxes	47,572.99	34,764.91	12,808.08
Medical & Workers Comp Ins.	6,633.20	4,847.34	1,785.86
Uniform and Duty Gear	975.00	712.50	262.50
Training and Supplies	1,011.24	738.98	272.26
Vehicle and Fuel	16,000.00	11,692.32	4,307.68
Total per SRO per year	72,192.43	52,756.06	19,436.37
Cost for Two SROs	144,384.86	105,512.12	38,872.74
Technical and Operational	\$5K/officer	10,000.00	Included*
Budgeted Amount		115,512.12	28,872.74

* Denotes operational and technical support which is part of ongoing overhead expenses of the department

To clarify, Midway has agreed to pay an additional \$5,000 per officer per year as a reimbursement for operational and technical support. This would cover costs associated with dispatch, use of radio system, records management, etc... These are ongoing costs Hewitt already pays as operational overhead. This amount also reimburses the City for Administrative time to coordinate officer assignments.

Altogether, MISD will reimburse Hewitt a total of \$115,479.79. This amount comes from \$52,739.90 plus the \$5,000 operational and technical support fee per officer. Again, this amount is based on the 73% - 27% cost sharing based on 190 days the SROs are assigned to the schools out of 260 working days in a calendar year.

The discussion with MISD indicates their desire to make this a long term solution. It is expected that as the school grows they will request additional officers from Hewitt and Woodway. It is expected that working with MISD, Hewitt will continually adjust the duty assignments to maximize efficiency of the officer's time. If approved, the interlocal agreement would be effective August 1 and automatically renewed each year unless proper and timely notice is provided to the other party.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MIDWAY INDEPENDENT SCHOOL DISTRICT and
THE CITY OF HEWITT and THE CITY OF WOODWAY**

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between Midway Independent School District (Midway ISD), a political subdivision acting through its Board of Trustees, and the City of Hewitt and the City of Woodway (hereinafter referred to as "Hewitt," "Woodway" or the "City" individually, and together, the "Cities)," each political subdivision acting through their respective City Councils. Collectively Midway ISD and the Cities may be referred to as the "Parties."

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, Midway ISD is a public school district with campuses located within the jurisdictional boundaries of each of the Cities where the respective Cities presently operate a Police Department; and

WHEREAS, Section 37.081 of the Texas Education Code authorizes Midway ISD to commission peace officers to provide necessary security and protection to its school children and the employees who serve them, as well as determine the jurisdiction of such peace officers; and

WHEREAS, each City has equal rights to determine which agencies have authority in its respective jurisdiction; and

WHEREAS, Midway ISD and the Cities each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Midway ISD and the Cities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

ARTICLE 1: SERVICES TO BE PROVIDED

- 1.1 The Cities hereby authorize their respective Chiefs of Police (Chiefs) to appoint and assign one or more appropriately licensed and commissioned law enforcement officer to be employed full-time by each City and called to duty by the applicable Chief to provide enhanced law enforcement services as a School Resource Officer (SRO) for Midway ISD during the active school year, which generally encompasses 180 days during each calendar year. Officers may also be assigned to work at school events on other days, with the total number of days worked not to exceed 190 days per school year.

- 1.2 While school is in session, the Cities will each assign one or more SROs to one or more schools in Midway ISD on a full-time basis, forty (40) hours each work week, according to the daily schedule agreed upon by the applicable Chief and the Midway ISD Superintendent's designee, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.
- 1.3 The Parties agree that every effort should be made to schedule and/or designate SRO vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SRO's absence will not otherwise create an unnecessary risk or hamper school operations. SROs will coordinate vacation hours with the Midway ISD Superintendent's designee.
- 1.4 Should any officer assigned as an SRO during the active school year be absent for more than five consecutive school days, the applicable Chief will assign a suitable replacement whose training is acceptable to both Parties.
- 1.5 The SRO shall follow the policies and procedures of Midway ISD to the extent those policies do not conflict with the policies and procedures of the Cities or applicable Chiefs.
- 1.6 The SRO will consult with the Midway ISD Superintendent and other Midway ISD administrative staff in carrying out his/her day-to-day duties as an SRO. The applicable Chiefs retain final authority over their respective SRO's law enforcement responsibilities.
- 1.7 The duties, schedule, and responsibilities of the SRO on days when school is not in session shall be determined solely at the discretion of the applicable Chiefs.
- 1.8 The duties to be performed by the SRO include, but are not limited to, the following:
 - a. Patrolling areas within or in the vicinity of the geographical boundaries of Midway ISD to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs shall be performed with the use of City-owned vehicles;
 - b. Being a visible presence during the school day in order to assist the Midway ISD administration with general public safety services during school hours;
 - c. Helping Midway ISD administrators maintain the peace and/or address a breach of the peace as needed;
 - d. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Midway ISD policies and rules that pertain maintaining a safe and orderly school environment, including, but not limited to, intervening in and investigating alleged crimes or violations of Midway ISD rules that pertain to maintaining a safe and orderly school environment, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and

complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Midway ISD policies and rules that are strictly personnel or student discipline matters and non-criminal in nature will only be assigned to the SRO for investigation at the specific direction of the Midway ISD Superintendent's designee and with approval of the respective Chief.

- e. Responding to calls for services during the course of the regular school day or when serving in support of an official Midway ISD extracurricular or after-school activity;
- f. Assisting in providing security as needed for after-hour activities and events taking place at Midway ISD facilities;
- g. Assisting with student truancy, including detaining or escorting a student alleged to have violated Chapter 25 of the Texas Education Code;
- h. Mediating disputes on campus that could otherwise impact the safe and orderly school environment,, including working with students to help solve disputes in a non-violent manner;
- i. Accompanying outside service providers, upon request, as the service provider conducts random canine searches on Midway ISD property;
- j. Preventing property loss due to theft or vandalism;
- k. Providing traffic control as needed;
- l. Assisting Midway ISD with its Emergency Operation Plan;
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Midway ISD;
- n. Providing training for staff as requested by the Midway ISD Superintendent's designee;
- o. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws;
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act;
- q. Preparing reports and documentation related to law enforcement events occurring within the geographic boundaries of Midway ISD; and

- r. Performing other duties that may be assigned from time to time by their applicable Chief in consultation with the Midway ISD Superintendent's designee.
- 1.9 No assignment, task, or function shall be imposed on the SRO by Midway ISD that would violate or jeopardize the officer's sworn oath, conditions of licensure, or departmental regulations; however, each officer is responsible for disclosing to appropriate Midway ISD personnel his/her opinion that such assignment, task, or function would have such an effect.
- 1.10 Circumstances constituting an immediate threat to public safety may be dealt with by the SRO consistent with his/her training and responsibility as a peace officer.
- 1.11 The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of Midway ISD shall be at the discretion of Midway ISD, provided that in the event the SRO observes any event, matter or action that appears to constitute a violation of any local, State or Federal penal or criminal law, then, in such event, the investigation of and decision to file charges on any such event shall be made by the SRO.
- 1.12 When the SRO takes a person into custody in the course of performing his/her duties on behalf of Midway ISD under this Agreement, Midway ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.
- 1.13 To the extent permitted by applicable law, the SRO shall report to Midway ISD information obtained during the investigation of any reported incident involving a Midway ISD student or employee for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.
- 1.14 Changes in the total number of officers to be assigned hereunder or the total cumulative number of hours to be worked shall be determined by mutual consent of the Parties in writing as part of the annual review of this Agreement or at any other time as mutually agreed between the Cities and Midway ISD in writing.

ARTICLE 2: GENERAL DUTIES & RESPONSIBILITIES

- 2.1 The Cities agree to perform any obligations required to maintain their SRO as a commissioned police officer with their respective police departments with full Texas peace officer status; including but not limited to, providing the SRO with any and all continuing training necessary to maintain his/her TCLEOSE certification.
- 2.2 SROs assigned to Midway ISD shall be subject to the approval of the Midway ISD Superintendent or designee. Midway ISD understands that the Chiefs of Police may rotate or change any officer assigned to serve as an SRO; provided, however, that Midway ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer. In approving or rejecting the assignment of an SRO, Midway ISD will not base its decision on the SRO's race, color, national origin, sex, religion, age, disability, or genetic information.

- 2.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Midway ISD and while on any property under the control and jurisdiction of Midway ISD or otherwise in the performance of his/her duties under the guidelines of Midway ISD policies and regulations.
- 2.4 The Cities will authorize their respective SRO to carry a weapon and act as a peace officer at all times, so long as the employee is acting under his/her official capacity. Likewise, Midway ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Midway ISD. When not on duty as an SRO, the officer's right to carry a firearm will fall back under provisions and rules set forth by TCLEOSE and the Cities.
- 2.5 As a City employee, any disciplinary action taken against the SRO shall follow the policy and procedure of the applicable City. Nothing herein shall change the employment status that the SRO occupies with the applicable City.
- 2.6 Midway ISD will report student misconduct to each City Police Department in accordance with Texas Education Code § 37.015.
- 2.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Midway ISD agrees to provide the SRO with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Midway ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Midway ISD Policy FL (local) for purposes of access to student records.
- 2.8 Midway ISD will include the Chiefs of Police or his/her designees as a member of the Midway ISD School Safety and Security Committee.
- 2.9 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 2.10 The Parties recognize that the services to be provided by each City may be limited to the extent that said services conflict with or compromise the respective Chief's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Midway ISD and one of the Cities, the applicable City policy shall prevail.
- 2.11 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will

only be released by a Party in accordance with established law and its existing policies and procedures.

- 2.12 Nothing in this Agreement prevents Midway ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.
- 2.13 The Chiefs of Police of the participating Cities will work together with the designee of the Midway ISD Superintendent to create a Memorandum of Understanding regarding uniform procedures to facilitate the interaction of the City Police Departments and the ability of the respective Police Departments to assist one another in providing SRO and related services to all of the school campuses within Midway ISD.

ARTICLE 3: FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 3.1 The Cities shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the respective City. The Cities shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 3.2 For the purpose of subsidizing the expenses incurred by the Cities in the employment and retention of an SRO to provide services on all Midway ISD campuses, Midway ISD agrees to pay the Cities for the salary, employer share of payroll taxes, benefits, applicable overtime, and personnel services of the SROs performed under this Agreement.
- 3.3 Midway ISD will pay for any additional SRO training it may require unrelated to TCLEOSE training requirements.
- 3.4 The Cities will provide Midway ISD with a quarterly invoice for the salary, employer share of payroll taxes, benefits, overtime, and personnel services of the SRO due at least ten (10) business days prior to each payment date. Midway ISD will pay all invoices within thirty days out of current revenue funds.
- 3.5 The Cities shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the Cities shall promptly provide Midway ISD with access to all time calculation records maintained by the Cities for any SRO services provided pursuant to this Agreement.
- 3.6 Overtime hours that relate to SRO duties must be authorized and approved by the Midway ISD Superintendent's designee prior to the performance of the overtime work unless there is an emergency situation or the officer is in the process of transporting a student in which case no such prior approval is required. Overtime work will be paid in accordance with procedures established by the respective City. The Parties will

periodically review overtime worked to determine whether procedures need to be developed to control overtime or whether other adjustments are needed.

- 3.7 The Parties agree to adjust and/or re-compute the payments herein at such times as are convenient and necessary when the circumstances and conditions exists making such adjustments necessary and desirable to accomplish the objectives of this Agreement.
- 3.8 The Parties agree to provide the following equipment and materials to the SRO:
- a. At its own cost, each City shall furnish its respective SRO with all equipment routinely assigned to law enforcement personnel who serve the respective City. Each City will maintain and service all equipment used by the SRO in providing services to Midway ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the respective City law enforcement personnel in the performance of their duties.
 - b. Each City will provide its SRO with an appropriately marked patrol vehicle designating law enforcement services being performed under authority of the respective City for use in his/her SRO duties, but not for personal use. Midway ISD will reimburse the Cities for fuel costs incurred in the SRO's performance of duties on behalf of Midway ISD.
 - c. Midway ISD will provide each SRO with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Each City will provide the SRO with access to its Police Department facilities as needed to conduct police business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation.
- 3.9 Subject to the maximums set out in the attached Summary of Cost Calculations at Exhibits A and B, the amount Midway ISD is to pay to each City for services under this Agreement shall be based on an annual budget agreed to by Midway ISD and each City, and shall be paid in quarterly installments based on actual expenditures incurred each year this Agreement is in effect.

ARTICLE 4: RELATIONSHIP BETWEEN THE PARTIES

- 4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Midway ISD and the Cities shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 4.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship.

- 4.3 Officers employed by the Cities and assigned by the respective Chiefs to serve as an SRO at Midway ISD are and will remain employed by the Cities.
- 4.4 Each City shall have no liability whatsoever for or with respect to Midway ISD's use of any Midway ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Midway ISD. Midway ISD covenants and agrees that:
- a. Midway ISD shall be solely responsible, as between Midway ISD and each City and the agents, officers and employees of each City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Midway ISD or its agents, officers, employees, and subcontractors, while on Midway ISD property or while using any Midway ISD facility or performing any function or providing or delivering any service undertaken by Midway ISD pursuant to this Agreement.
 - b. For and with respect to Midway ISD property or Midway ISD's use of any Midway ISD facility, Midway ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Midway ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Midway ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 4.5 Midway ISD shall have no liability whatsoever for or with respect to each City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of each City. Each City covenants and agrees that:
- a. Each City shall be solely responsible, as between each City and Midway ISD and the agents, officers, and employees of the Midway ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by each City or its agents, officers, employees, and subcontractors, while on the respective City's property or while using the any of the respective City's facilities or performing any function or providing or delivering any service undertaken by the respective City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by each City to Midway ISD pursuant to this Agreement, each City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the respective City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the respective City, its agents, officers, employees, and subcontractors in the course of their duties.
- 4.6 Each City shall have no liability whatsoever for or with respect to another City's use of its property or facility, or the actions of, or failure to act by, any employees,

subcontractors, agents or assigns of another City. Each City covenants and agrees that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to City under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third person or entities.

- 4.7 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 4.8 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Midway ISD nor the Cities waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents. Furthermore, nothing in this Agreement shall waive or limit the entitlement of an officer serving as an SRO to official or qualified immunity.
- 4.9 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the Cities nor Midway ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 4.10 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the Cities or Midway ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Midway ISD, and all governmental and proprietary functions and services traditionally provided by the Cities, shall be and remain the sole responsibility of each such respective party.

ARTICLE 5: TERM

- 5.1 The initial term of this Agreement shall commence on August 1, 2013, and continue through July 31, 2014, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier in writing by either party.
- 5.2 If one of the Cities wishes to renew this Agreement subject to a change in Midway ISD's annual payment for the SRO salaries and related costs, the respective City shall provide Midway ISD with written notice of that requested change, including a revised Summary

of Calculations for Costs, no later than April 1st of the calendar year. Unless Midway ISD notifies the City in writing of its agreement to the change in annual payment by May 15th, the Agreement between the respective City and Midway ISD shall terminate at the end of the term. Termination of this agreement with one of the participating Cities in accordance with this clause shall not affect the Agreement with the other participating City; the Agreement between the remaining Parties shall be valid, enforceable, and carried into effect.

- 5.3 After the initial annual term of this Agreement, Midway ISD and each City will agree on the annual amount payable for the SRO salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 5.4 This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party. Termination of this Agreement with one of the participating Cities shall not affect the Agreement with the other participating Cities; the Agreement between the remaining Parties shall be valid, enforceable, and carried into effect.
- 5.5 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 2.13 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party. Termination of this Agreement with one of the participating Cities shall not affect the Agreement with the other participating cities; the Agreement between the remaining Parties shall be valid, enforceable, and carried into effect.
- 5.6 Termination will not relieve Midway ISD of its obligation to pay the respective City for any amounts due and payable for services performed prior to termination.

ARTICLE 6: NOTIFICATIONS

- 6.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF HEWITT
Attn: Chief of Police
204 Chama Drive
Hewitt, Texas 76643

CITY OF WOODWAY
Attn: Chief of Police
920 Estates Drive
Woodway, Texas 76712

MIDWAY INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of School
13885 Woodway Drive
Woodway, Texas 76712

- 6.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 7: MISCELLANEOUS PROVISIONS

- 7.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 7.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 7.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall live in McLennan County, Texas unless otherwise mandated by law.
- 7.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 7.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 7.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

The Parties have executed and attested to this Agreement by their duly authorized officers effective as of _____, 2013.

MIDWAY ISD:

Pete Rusek, Board President
Midway ISD

George Kazanas, Superintendent
Midway ISD

CITY OF HEWITT:

Adam Miles, City Manager
City of Hewitt

James Devlin, Chief of Police
City of Hewitt

CITY OF WOODWAY:

Yost Zakhary, City Manager/Chief of Police
City of Woodway



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 9

SUBMITTED BY: Susana Garcia-Gilmore, Human Resources/Civil Service Director

ITEM DESCRIPTION:

Consideration of and action on an ordinance amending the number of positions in a classification in the Hewitt Police Department.

STAFF RECOMMENDATION/ITEM SUMMARY:

Staff is recommending approval of this ordinance to add two (2) police officer positions so as to provide efficient and effective law enforcement staffing. This ordinance increases the total authorized strength of the Police Department.

ATTACHMENTS:

Proposed Ordinance

ORDINANCE NO. 2013-07-29-1

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, AMENDING ORDINANCE NO. 2010-02-06-1, AND ADDING TWO (2) POLICE OFFICER POSITIONS; AUTHORIZING THE NUMBER OF POSITIONS IN CERTAIN CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Hewitt adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Police Department employees; and

WHEREAS, pursuant to Chapter 143, the City Council shall establish the classifications of employees and prescribe the number of positions in each classification pursuant to §143.021(a) of the Texas Local Government Code; and

WHEREAS, the City Council is amending and superseding Ordinance No. 2010-02-06-1; and

WHEREAS, the City Council has authorized the City Manager to enter into an Interlocal Agreement with the Midway Independent School District for two (2) School Resource Officers for use at the Midway ISD campuses; and

WHEREAS, the City Council has determined that to further its lawful purposes of providing efficient and effective law enforcement staffing, that it should add two (2) police officer positions; and

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

ARTICLE I.

The classifications and number of positions in each classification in the Police Department shall now be, as of the effective date of this ordinance, as follows:

Police Chief	1
Deputy Chief	1
Sergeant	4
Corporal	4
Police Officer	13
Total Authorized Force	23

This Ordinance does operate to increase the total authorized strength of the Police Department from 21 to 23.

ARTICLE II.

Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

ARTICLE III.

Repealer: That all other ordinances, section, or parts of ordinances heretofore adopted by the City of Hewitt in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

ARTICLE IV.

That this ordinance shall become effective immediately upon passage.

ARTICLE V.

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

PASSED AND APPROVED on this 29th day of July, 2013.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 10

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration of and action on setting date of August 12, 2013 for a Public Hearing on the Preliminary FY 2013-2014 Proposed Budget.

STAFF RECOMMENDATION/ITEM SUMMARY:

On July 15, 2013, the Hewitt City Council held a Budget Workshop at which, in accordance with City Charter and State Law, the City Manager provided the City Council with a status report on the Preliminary 2013-2014 Proposed Budget. A copy of the Proposed Budget is on file with the City Secretary and is available online and at the Hewitt Public Library. A public hearing on the proposed budget is scheduled for August 12th, 2013. Following is a copy of the Notice of Public Hearing that was published in the Hometown News on July 24th, 2013.

ATTACHMENTS:

Notice of Public Hearing

The entertainment line-up for the concert will be Kevin Fowler, Casey Donahew Band and Whiskey Myers.

VIP tickets are on sale now. Table seating is \$1500 per table. Each VIP ticket includes admission into the covered VIP area, free parking, dinner, beverages, and air-conditioned restrooms. Tickets for the new Salsarita area are \$75 each and include gate admission, entry into the Salsarita area.

Brazos River Valley Wood Carvers Meeting

Brazos River Valley Wood Carvers meets at 1:00 p.m. every Monday at Harrison Senior Center, 1718 N. 42nd Street in Waco.

Anyone interested may attend. Carving instructions and assistance are available at the meetings. Wood Carving is a very relaxing hobby.

Call Bill Humphus at 848-4568 for more information.

**MORE SCHOOL NEWS,
MORE SOCIAL NEWS,
MORE CIVIC NEWS,
MORE LOCAL NEWS,
MORE
HOMETOWN NEWS!!!**

LEGAL NOTICES

PUBLIC NOTICE

The Robinson City Council will hold public hearings on the proposed budget for FY 2013-2014 on Wednesday, August 14, 2013 at 6:00 p.m. and Monday, August 19, 2013 at 6:00 p.m. in the Council Room at Robinson City Hall, 111 West Lyndale, Robinson, Texas. The proposed budget will raise more total property taxes than last year's budget by \$246,203 (9.12%) and of that amount \$67,748 is tax revenue to be raised from new property added to the roll this year.

The proposed budget will be on file with the City Secretary on or before August 1, 2013 and will also be posted on the City's website. The public is invited to speak for or against the proposed budget at the public hearings.

Sandra Barton, City Secretary

1x 7-24

LEGAL NOTICE CITY OF HEWITT NOTICE OF PUBLIC HEARING

The City Council of Hewitt, Texas will hold a public hearing for consideration of the 2013-2014 General Fund, Water & Wastewater Fund, Drainage Fund, Hotel Fund and Capital Improvement Fund Budgets on 8-12-13 at 7:00 p.m. in the Hewitt City Hall, 105 Tampico. "This budget will raise more total property taxes than last year's budget by \$240,191 (7.4%) and of that amount \$71,184 is tax revenue to be raised from new property added to the roll this year." A copy of the budget may be examined at the City Hall, the library and on the city website.

1x 7-24

Application to Develop in a Planned District

Notice is hereby given to all interested persons that the Planning and Zoning Commission of the City of Woodway will conduct a public hearing in the City Council Chambers of Woodway City Hall, 922 Estates Drive, Woodway, Texas, at 5:30 p.m. on Tuesday, August 13, 2013, on the following request:

Application to Develop in a Planned District (proposed bank building and parking) on a lot, tract or parcel of land situated in the Moses Allen Survey, Abstract Number 48, McLennan County, Texas, and being all of a called 0.44 acre tract of land described in a deed to Oliver C. Pack and wife, Helen R. Pack, as recorded in Volume 1126, Page 120, Deed records, McLennan County, Texas and all of a called 0.25 acre tract of land described in a deed to Oliver C. Pack, as recorded in Volume 1268, page 570, deed records, McLennan County, Texas to the City of Woodway.

The Woodway City Council is scheduled to conduct a public hearing on the request noted above in the City Council Chambers of Woodway City Hall, 922 Estates Drive, Woodway, Texas, on Monday, August 26, 2013, at 5:30 p.m., and afterwards is scheduled to consider the recommendations of the Planning and Zoning Commission and take final action on the request.

For additional information related to this request, please contact Randall Riggs, Director of Community Services and Development, 924 Estates Drive, Woodway, Texas (254-772-4050).

This notice was posted at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on the 19th day of July, 2013 at 5:00 p.m.

Amy Novak for-

Jennifer Canady, City Secretary

1x 7-24

Classified Ads

Deadline: Fridays at 5 p.m. 753-3871

Classified advertising is \$5.00 minimum for 15 words (or less) per week or 4 weeks for the price of 3 (\$15.00). Additional words 20¢ each. No copy changes during run. Ads must be paid before publication.

Employment - Drivers

Drivers: Make \$63,000.00 yr or more, \$500.00 Driver Referral Bonus & \$200.00 Orientation Completion Bonus! DL-A OTR Exp. Req. 1-877-606-7939.

4x 7-31 pcc

Hair Stylist

Hair Stylist needed at Great Clips at Woodway/Hewitt location. Guaranteed hourly pay, tips, & commission. Call Vicki at 254-214-0350.

4x 7-31 b

Call 753-3871 for ad information.

Handyman

HOWELL'S HANDYMAN SERVICE. A Senior helping Seniors. Carpentry, light electrical, misc. jobs. Call Greg, 254-666-2061 or 254-717-6784.

9-18 p

PUT OUR ADS TO WORK FOR YOU!!

Land For Sale

LORENA ISD: Ready to build? 5.19 acres w/stock tank, Silo Hill Addition. Levi Pkwy to CR 427.

Coldwell Banker Jim Stewart, Realtors
LaNell Brem, 254-722-0006

2x 7-24 b

Business Service Directory

Electrician

GREGORY'S ELECTRICAL
Residential, Commercial, Industrial
S. R. GREGORY
TECL #18116
666-9510

8-7 pc

Housecleaning

merry maids

One less thing to worry about.

©1998 Merry Maids L.P. www.merrymaids.com

#1 Maid Service
in McLennan County
420-6243

7-31 c

Real Estate

MARCIA JUDD, Realtor
Cell (254) 366-0219
Bruce Realty

MLS

bj / lc

Call 753-3871 for ad information to get rid of unwanted items.

Hair Stylist

MANE ATTRACTION
All Hair Services.
MARCIA JUDD, Stylist,
30 years experience.
666-2552

bj / lc

CALL US TODAY
TO PLACE YOUR CLASSIFIED OR BUSINESS SERVICE ADS
753-3871

Business Service advertising is \$7.50 minimum for 10 words (or less) per week or 4 weeks for the price of 3 (\$22.50). Additional words 30¢ each. Art work or borders are an additional \$5 set up. Mail your ad copy along with your check to: P.O. Box 1, Hewitt, TX 76642 or same business office at 410 S. 12th, Waco, TX 76798.



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 11

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration of and action on 2013 proposed tax rate and setting two (2) public hearing dates, August 12th and August 19th, 2013.

STAFF RECOMMENDATION/ITEM SUMMARY:

On July 15, 2013, the Hewitt City Council held a Budget Workshop at which, in accordance with City Charter and State Law, the City Manager provided the City Council with a presentation of the Preliminary 2013-2014 Proposed Budget. The presentation included an update on the status of General Fund revenues, preliminary taxable values, and estimated tax revenues. The Texas Tax Code requires the City Council to have a record vote to place an item on a future Council agenda, meaning the voting record for this item will be published with the required notices. This vote only sets the item to be voted on and does not commit Council to adopting the proposed rate.

It is recommended that the tax rate be set at the preliminary rate of \$.539677 per \$100 valuation. The proposed rate is higher than the effective rate and, therefore, the City is required to publish notices and hold two public hearings. After action by council, this would be the highest rate that the council could adopt.

Motion Wording:

Motion to vote to place adoption of a tax rate of \$.539677 cents per \$100 valuation, equaling \$.1537 cents for debt service and \$.385977 cents for maintenance and operations, as an action item for the August 26th, 2013 council meeting to be held at 7 p.m. at City Council Chambers, 105 Tampico Drive, Hewitt, Texas AND to set 2 public hearings, as required by law, to be held on Monday, August 12th, 2013 at 7:00 p.m. and Monday, August 19th, 2013 at 7:00 p.m. at City Council Chambers, 105 Tampico Drive, Hewitt, Texas.

Attachments: Following is an example of the Notice of Public Hearing on Tax Increase to be published on July 31st, 2013.

ATTACHMENTS:

Notice of Public Hearing on Tax Increase

NOTICE OF PUBLIC HEARING ON TAX INCREASE

The City of Hewitt will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.97% percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 12, 2013 at 7:00 p.m. at Hewitt City Hall, 105 Tampico Drive.
The second public hearing will be held on August 19, 2013 at 7:00 p.m. at Hewitt City Hall, 105 Tampico Drive.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

The average taxable value of a residence homestead in the City of Hewitt last year was \$110,599 (average taxable value of a residence homestead in the taxing unit for the preceding tax year, disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). Based on last year's tax rate of \$.514977 (preceding year's adopted tax rate) per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$569.56 (tax on average taxable value of a residence homestead in the taxing unit for the preceding tax year, disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older).

The average taxable value of a residence homestead in the City of Hewitt this year is \$110,787 (average taxable value of a residence homestead in the taxing unit for the current tax year, disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). If the governing body adopts the effective tax rate for this year of \$.539677 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$597.89 (tax on average taxable value of a residence homestead in the taxing unit for the current tax year, disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older).

If the governing body adopts the proposed tax rate of \$.539677 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$597.98 (tax on average taxable value of a residence homestead in the taxing unit for the current tax year, disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older).

Members of the public are encouraged to attend the hearings and express their views.

[Note to council: Taxes at current rate of .514977 on current year average taxable value of \$110,787 would be \$570.53, disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older.]

Please publish in Hometown News on 7-31-13.

Notices are always published as:

- At least a quarter-page of a standard newspaper;
- Headline in 24-point type or larger;
- General circulation newspaper published at least once a week for 12 months before the date of the notice;
- Placed in a newspaper section other than the classified ads or legal notices; and

Strictly follow the wording set out in the Tax Code.



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 29, 2013

AGENDA ITEM #: 12

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consideration of and action on an ordinance of the City of Hewitt, Texas vacating and abandoning a 0.59 acre utility easement tract, out of the Carlos O'Campo Grant, Abstract Number 32 in McLennan County, Texas as requested by Woody Butler Homes, Inc.

STAFF RECOMMENDATION/ITEM SUMMARY:

In February of 2000 the City of Hewitt worked with Woody Butler Homes, Inc. to secure appropriate drainage and utility easements to allow for development of Imperial Estates and the future extension of East Jade Drive. As the development has progressed, Woody Butler is now asking the City to vacate and abandon portions of these easements so that the next phase of his development can continue. City staff has reviewed the request and overall plan for development. Currently, no city facilities are currently located in this easement and staff is recommending approval of this item. If approved, the existing easements would be vacated and abandoned with new easements and right-of-way being dedicated in the Final Plat of the next Phase of Imperial Estates. A legal description and survey of the Utility Easement Tract to be vacated and abandoned is included as part of the back-up material for this item.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2013-07-29-2

**AN ORDINANCE OF THE CITY OF HEWITT, TEXAS
VACATING AND ABANDONING A 0.59 ACRE UTILITY
EASEMENT TRACT, OUT OF THE CARLOS O'CAMPO
GRANT, ABSTRACT NUMBER 32 IN MCLENNAN
COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE;
REPEALING ORDINANCES IN CONFLICT THEREWITH
AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Hewitt has received a request to vacate and abandoned a 0.59 acre Utility Easement tract, out of the Carlos O'Campo Grant, Abstract Number 32 in McLennan County, Texas as shown on the attached plat and field notes marked as **"Exhibit "A"** which is incorporated herein by reference; and

WHEREAS, Woody Butler Homes, Inc., the adjoining property owner, is the applicant requesting the abandonment; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF HEWITT, TEXAS;**

Section 1: That the City of Hewitt desires to abandon the following land and territory in the City of Hewitt and that the same shall be and is hereby in all things VACATED and ABANDONED; to wit:

A 0.59 acre Utility Easement tract, out of the Carlos O'Campo Grant, Abstract Number 32 in McLennan County, Texas and being across a portion of that called Tract One, being a 44.351 acre tract of land described in a deed to Woody Butler Homes, Inc. deed of record in Volume 248, Page 357 of the official public records of McLennan County, Texas and across a portion of that called 6.403 acre tract of land described in a deed to Woody Butler Homes, Inc. deed of record in Volume 248, Page 352 of the official records of McLennan County, Texas be and is hereby vacated and abandoned.

Section 2: If any term, provision or section of this ordinance is unenforceable, then in that event, the remaining terms, provisions or sections shall remain in full forces and effect.

Section 3: All ordinances or parts of ordinances in conflict with provisions of this ordinance are to the extent of such conflict hereby repealed.

Section 4: It is found that an emergency and urgent public necessity which requires the immediate passage of this ordinance.

PASSED AND ADOPTED this the 29th day of July, 2013

CITY OF HEWITT

BY: _____
Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

LETH LTD

6801 Sanger Avenue Suite 111
Waco, Texas 76712
254.776.5151
FAX 254.776.5152

0.59 ACRE UTILITY EASEMENT

Field notes for a 0.59 acre Utility Easement across the **Carlos O'Campo Grant, Abstract No. 32 in McLennan County, Texas** and being across a portion of that called Tract One, being a 44.351 acre tract of land described in a deed to **Woody Butler Homes, Inc.** deed of record in Volume 248, Page 357 of the Official Public Records of McLennan County, Texas and a portion of that called 6.403 acre tract of land described in a deed to **Woody Butler Homes, Inc.** deed of record in Volume 248, Page 352 of the Official Public Records of McLennan County, Texas. Said 0.59 acres being more particularly described by metes and bounds as follows with bearings based on State Plane Coordinates NAD 1983 (4203 TX C):

Beginning at a 1/2" iron rod found at the northeast corner of Lot 18, Block 14, of the Imperial Estates Addition, Phase One, plat of record in Volume 602, Page 345 of the Official Public Records of McLennan County, Texas, in the south right-of-way line of the said East Jade Drive, for the most westerly southwest corner of the herein described easement;

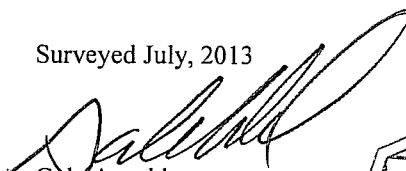
Thence N 52deg. 20min. 07sec. E 55.66 ft. along the east line of the Imperial Estates Addition, Phase One, crossing the said East Jade Street, to a 1/2" iron rod found, in the north right-of-way line of the said East Jade Drive, at the southeast corner of Lot 5, Block 13 of the said Imperial Estates Addition, Phase One, for the northwest corner of the herein described easement;

Thence crossing the said 44.351 acre tract and the said 6.403 acre tract, the following thirteen (13) courses and distances:

- 1.) **S 63deg. 42min. 38sec. E 23.50 ft.** to a 1/2" iron rod with "3879" cap placed, at the beginning of a curve to the left, for an angle point in the herein described easement;
- 2.) **194.60 ft.** along with said curve to the left, **having a radius of 125.00 ft.** and a chord bearing of N 71deg. 41min. 28sec. E 175.53 ft. to a 1/2" iron rod with "3879" cap placed, at the end of the said curve to the left, for an angle point in the herein described easement;
- 3.) **N 27deg. 05min. 34sec. E 115.77 ft.** to a 1/2" iron rod with "3879" cap placed, at the beginning of a curve to the right, for an angle point in the herein described easement;
- 4.) **74.17 ft.** along with said curve to the right, **having a radius of 175.00 ft.** and a chord bearing of N 39deg. 14min. 07sec. E 73.62 ft. to a 1/2" iron rod with "3879" cap placed, at the southeast corner of the proposed Lot 19, Block 13, of the proposed Imperial Estates Addition, Phase Seven, for the northeast corner of the herein described easement;
- 5.) **S 47deg. 31min. 44sec. E 50.86 ft.** to a 1/2" iron rod with "3879" cap placed at the southwest corner of the proposed Lot 10, Block 14 of the proposed Imperial Estates Addition, Phase Seven, for the southeast corner of the herein described easement;
- 6.) **60.86 ft.** along with a curve to the left, **having a radius of 125.00 ft.** and a chord bearing of S 41deg. 02min. 28sec. W 60.26 ft. to a 1/2" iron rod with "3879" cap placed, for angle point of the herein described easement;
- 7.) **S 27deg. 05min. 34sec. W 115.78 ft.** to a 1/2" iron rod with "3879" cap placed at the beginning of a curve to the right;
- 8.) **12.89 ft.** along with said curve to the right, **having a radius of 175.00 ft.** and a chord bearing of S 29deg. 12min. 13sec. W 12.89 ft. to a 1/2" iron rod with "3879" cap placed, for angle point of the herein described easement;
- 9.) **S 32deg. 49min. 05sec. E 151.32 ft.** to a 1/2" iron rod with "3879" cap placed in the west line of the proposed Lot 7, Block 14, of the proposed Imperial Estates Addition, Phase Seven, for an outside ell corner of the herein described easement;

- 10.) **S 61deg. 19min. 53sec. W 20.05 ft.** along the west line of the proposed Lot 7, Block 14, of the said proposed Imperial Estates Addition, Phase Seven, to a 1/2" iron rod with "3879" cap placed for an outside ell corner of the herein described easement,
- 11.) **N 32deg. 49min. 05sec. W 141.66 ft.** to a 1/2" iron rod with "3879" cap placed at the beginning of a curve to the right, for an inside ell corner of the herein described easement;
- 12.) **237.91 ft.** along said curve to the right **having a radius of 175.00 ft.** and a chord bearing of S 77deg. 20min. 37sec. W 220.01 ft. along said curve to the right, to a 1/2" iron rod with "3879" cap placed for an angle point of the herein described easement;
- 13.) **N 63deg. 42min. 38sec. W 47.94 ft.** to the Point of Beginning.

Surveyed July, 2013



Gale Arnold
Registered Professional
Land Surveyor No. 3879
W.O. No. 13-06-6779

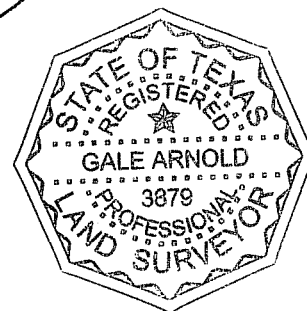
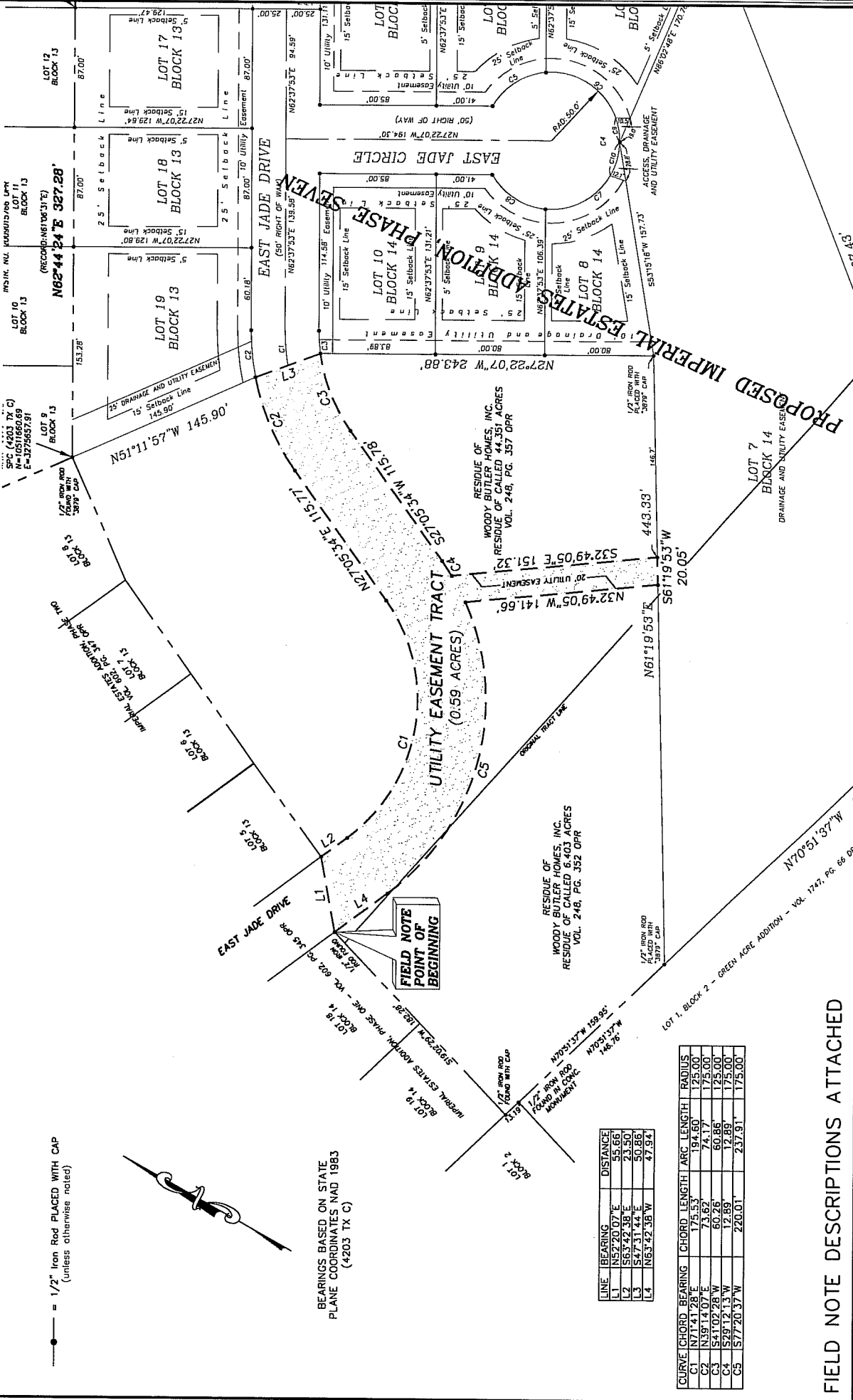


EXHIBIT Showing a 0.59 Acre Utility Easement tract, out of the Carlos O'Campo Grant, Abstract Number 32 in McLennan County, Texas and being across a portion of that called Tract One, being a 44.351 acre tract of land described in a deed to Woody Butler Homes, Inc. deed of record in Volume 248, Page 357 of the Official Public Records of McLennan County, Texas and across a portion of that called 6.403 acre tract of land described in a deed to Woody Butler Homes, Inc. deed of record in Volume 248, Page 352 of the Official Public Records of McLennan County, Texas.



—●— = 1/2" Iron Rod Placed with CAP
(unless otherwise noted)

BEARINGS BASED ON STATE
PLANE COORDINATES NAD 1983
(4203 TX C)

FIELD NOTE
POINT OF
BEGINNING

LINE	BEARING	DISTANCE
L1	N62°20'07"E	55.66'
L2	S63°44'38"E	23.50'
L3	S63°44'38"E	50.86'
L4	N63°42'38"W	47.84'

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS
C1	N41°16'E	175.53'	194.60'	125.00'
C2	N63°44'38"E	13.62'	74.17'	175.00'
C3	S41°02'28"W	6.06'	60.86'	125.00'
C4	S59°12'13"W	19.68'	117.83'	175.00'
C5	S77°20'37"W	220.01'	237.91'	175.00'

FIELD NOTE DESCRIPTIONS ATTACHED



LETH LTD

6801 Sanger Ave., Suite 111
Waco, Texas 76710
(254) 776-5151
Fax (254) 776-5152

REQUESTED BY: Woody Butler
Homes, Inc.