

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **2nd day of June, 2014 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. Consider approval of minutes of the Council Dinner Workshop/Regular Meeting of May 19, 2014.
3. Hear visitors on matters pertaining to city business.
4. Consider and act on renewal of Interlocal Cooperation Agreement between Midway Independent School District and the City of Hewitt for law enforcement services (School Resource Officer).
5. Consider and act upon adoption of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.
6. Adjourn

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 12:00 AM/PM on May 30, 2014.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

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

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Dinner Workshop** meeting of the governing body of the City of Hewitt will be held on the **2nd day of June, 2014 at 5:30 PM in Hewitt City Hall, 105 Tampico Drive, Hewitt, Texas**, at which time the following subjects will be discussed:

1. City Manager's update on municipal business:
 - a. Report from City Engineer including review and discussion of Capital Improvement Projects.
 - b. Briefing and discussion concerning Public Safety Facility including update from RDBR, PLLC, Architects and K4 Construction.
 - c. Briefing and discussion concerning Hewitt Dog Days of Summer Canine Event – June 14, 2014.
 - d. Briefing and discussion concerning upcoming appointments to the Planning & Zoning commission.
 - e. Briefing and discussion concerning Public Safety operations – Police and Fire.
2. Briefing and discussion concerning FY 2014-15 Budget and Series 2014 Certificates of Obligation.
3. Review regular meeting agenda items.
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 12:00 AM/PM on May 30, 2014.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

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

HEWITT TEXAS

WORKSHOP ITEM #1.a

HEWITT TEXAS

CITY ENGINEER'S REPORT

May 28, 2014

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

I-35 Widening - Utility Adjustments:

There are currently 2 bypass pumps on site to handle the lift station's flows. From the last update given to me we are a couple of weeks out from have to operational pumps back in the wet well.

Water Utility Improvements:

Commerce Park Water Plant:

Elevated Storage Tank: The site contractor is planning on pouring the foundation for the tank on May 30th, pending site conditions. This project is called to be completed on April 15, 2015.

Ritchie Road Plant and Well Electrical System Improvements:

They are currently finishing up the sizing and design for the standby generator. Once that is complete, the plans will be submitted back to the City and ourselves for one last review.

Wastewater Utility Improvements:

Lift Station No. 2 Replacement:

The new lift station is complete and operational. We are held a final walk through on the project and the contractor is currently correcting a few items that were discussed on the walk through.

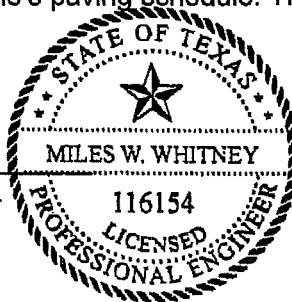
Patriot Court – Street, Drainage and Water/Sewer Utilities:

The asphalt section of Patriot Court should be laid down in about two weeks; last week's rain, once again, threw off everyone's paving schedule. This project should be completed in June.

By:

 P.E.

Miles W. Whitney, P.E.





COUNCIL AGENDA ITEM FORM

MEETING DATE: June 2, 2014

AGENDA ITEM #: 2

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the Council Dinner Workshop/Regular Meeting of May 19, 2014.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

MINUTES OF A CITY COUNCIL WORKSHOP/MEETING HEWITT CITY HALL – 105 TAMPICO DRIVE May 19, 2014 - 6:30/7:00 PM

Members Present: Mayor Ed Passalugo (presiding), Mayor Pro Tem Wilbert “Walky” Wachtendorf; Council Members Bill Fuller, James Vidrine, Travis Bailey, Ronnie McNiel, and Alex Snider

Staff Present:, City Attorney Charlie Buenger, Assistant City Manager James Barton, City Engineer Miles Whitney, Police Chief Jim Devlin, Deputy Police Chief Tuck Saunders, Fire Chief Lance Bracco, Finance Director Lee Garcia, Utilities Director James Black, and City Secretary Lydia Lopez

Staff Absent: City Engineer Bill Aston, City Manager Adam Miles, HR/Civil Service Director Susana Garcia-Gilmore, and Library Director Waynette Ditto

Workshop – 6:30 PM

1. Assistant City Manager Jim Barton presented an update on municipal business:
 - a. Report from City Engineer including review and discussion of Capital Improvement Projects was presented by City Engineer Miles Whitney.
 - b. Briefing and discussion was held concerning Public Safety operations – Police & Fire.
2. The regular meeting agenda items were reviewed.
3. Adjourn. *A motion was made by Bill Fuller and seconded by Ronnie McNiel to adjourn the Workshop at 6:59 pm.*

REGULAR MEETING – 7:00 PM

1. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – City Secretary Lydia Lopez led the Pledge of Allegiance.
2. **CONSIDER APPROVAL OF MINUTES OF THE SPECIAL CALLED MEETING OF MAY 1, 2014 AND COUNCIL DINNER WORKSHOP/REGULAR MEETING OF MAY 5, 2014.** *A motion was made by James Vidrine and seconded by Travis Bailey to approve the minutes as submitted but allow for corrections; all seven in favor, motion passed.*

3. **PRESENTATION OF 2013 DISTINGUISHED BUDGET PRESENTATION AWARD.** Mayor Passalugo presented the Government Finance Officer's Association's Distinguished Budget Award to Finance Director Lee Garcia.
4. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** NONE
5. **ISSUE CERTIFICATES OF ELECTION AND ADMINISTER OATH OF OFFICE TO ELECTED COUNCIL MEMBERS.** City Attorney Buenger administered the Oath of Office to Wilbert Wachtendorf, Bill Fuller and Ronnie McNiel.

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

6. **CONSIDER AND ACT ON THE DESIGNATION OF MAYOR.** *Motion by Ed Passalugo and seconded by Alex Snider to appoint Wilbert "Walky" Wachtendorf as Mayor; all seven in favor, motion passed.*

NOTE: City Attorney Buenger relinquished the chair to Mayor Wilbert "Walky" Wachtendorf to preside.

7. **CONSIDER AND ACT ON THE DESIGNATION OF MAYOR PRO TEM.** *Motion by James Vidrine and seconded by Bill Fuller to appoint Ed Passalugo as Mayor Pro Tem; all seven in favor, motion passed.*
8. **CONSIDER AWARD OF BID FOR INSTALLATION OF PRE-CAST CONCRETE SCREENING FENCE TO FINISH FENCE PROJECT ON PATRIOT COURT TO ARTISAN PRECAST IN THE AMOUNT OF \$48,049.80.** Assistant City Manager Jim Barton explained that the bid price was reduced to \$43,544.80 after removal of the installation of the concrete mow strip. The concrete mow strip will be furnished and installed by another contractor at a reduced price. *Motion by Ed Passalugo and seconded by Bill Fuller to approve the bid at \$43,544.80 as recommended by staff; all seven in favor, motion passed.*
9. **AUTHORIZE CHANGE ORDER TO CONTRACT WITH BARNETT CONTRACTING, INC. FOR THE CONSTRUCTION OF PATRIOT COURT – STREETS, DRAINAGE & UTILITY IMPROVEMENTS IN THE AMOUNT OF \$41,479.00.** *Motion by Ed Passalugo and seconded by Alex Snider to approve the change order in the amount of \$41,479.00 as recommended by staff; all seven in favor, motion passed.*
10. **AUTHORIZE THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH JAYCOM TO INSTALL AN IPEDGE PHONE SYSTEM IN THE PUBLIC SAFETY FACILITY IN THE AMOUNT OF \$16,500.00.** *Motion by Alex Snider and seconded by Ronnie McNiel to approve; all seven in favor, motion passed.*

11. **AUTHORIZE CITY MANAGER TO NEGOTIATE A CONTRACT WITH EXTRACO TECHNOLOGY TO INSTALL ALL NECESSARY CABLING, DROPS, WALL MOUNTS, RACKS AND CAT6 CABLES FOR THE PUBLIC SAFETY FACILITY IN THE AMOUNT OF \$27,120.00.** *Motion by Ed Passalugo and seconded by Travis Bailey to approve; all seven in favor, motion passed.*
12. **AUTHORIZE CITY MANAGER TO NEGOTIATE A CONTRACT WITH GRANDE COMMUNICATIONS TO INSTALL NEW FIBER/COAX INFRASTRUCTURE TO PATRIOT COURT IN THE AMOUNT OF \$11,422.85.** *Motion by Travis Bailey and seconded by Ed Passalugo to approve; all seven in favor, motion passed.*
13. **ADJOURN.** *A motion was made by Bill Fuller and seconded by Travis Bailey to adjourn to the meeting at 7:11 p.m., all seven in favor, motion passed.*

Approved: June 2, 2014

Lydia Lopez, City Secretary

Wilbert Wachtendorf, Mayor



ITEM #3 – HEARING OF VISITORS

CITIZEN PARTICIPATION AT MEETINGS

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

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

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



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 2, 2014

AGENDA ITEM #: 4

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider and act on renewal of Interlocal Cooperation Agreement with Midway Independent School District (MISD) to provide law enforcement services (School Resource Officer).

STAFF RECOMMENDATION/ITEM SUMMARY:

This item will allow for the renewal of the existing agreement with Midway ISD for the 2014-2015 school year. Minor revisions have been made. The program has become an asset for all of the collaborative partners. In April the U.S. Department of Justice officials congratulated Hewitt and Woodway police departments for their model program and their implementation of unique school safety tactics. Staff recommends approval.

ATTACHMENTS:

Interlocal Agreement

**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 ventures, 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, 2014, and continue through July 31, 2015, 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 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.

written permission of the other Party.

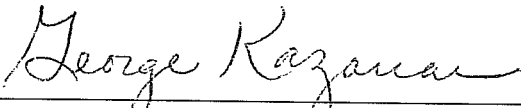
- 7.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 7.6 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 April 15, 2014, 2014.

MIDWAY ISD



Pete Rusek, Board President
Midway ISD



George Kazanas, Ed.D., Superintendent
Midway ISD

CITY OF HEWITT

Adam Miles, City Manager
City of Hewitt

James Devlin, Chief of Police
City of Hewitt

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

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 2, 2014

AGENDA ITEM #: 5

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consider and act upon adoption of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

STAFF RECOMMENDATION/ITEM SUMMARY:

In preparation for the upcoming budget process, city staff was asked to develop a financial plan to include an option to finance (through certificates of obligation) selected projects from the long-term capital improvement project (CIP) plan. There are various objectives the management team developed specifically to maintain the Ad Valorem tax rate at the current level of \$.539677 per one hundred dollars of taxable property. This item is being presented as part of the overall financial planning effort.

If approved, intent to issue certificates of obligation in the amount of \$6.835 million will be published on Wednesday, June 11. The specific capital improvement projects proposed for funding through this issuance are as follows:

- Development of Warren Park
- Phase I Panther Way Drive and sidewalk improvements
- Phase I Old Temple Road reconstruction
- First Street mill and reclamation
- Alamo Street reconstruction
- Micro Slurry Seal street overlay (various streets)
- Public Library and City Hall facility

Interest rates remain relatively low, but are expected to have a steady increase as the Fed tapers Quantitative Easing. Due to Hewitt's credit rating our Financial Advisor believes we would be able to issue these Certificates of Obligation in the mid 3% interest rate range. Moving forward, Hewitt's certificates would be marketed and offered for sale on July 21, 2014. The debt service requirements would be included in with the FY 2014-15 Budget. Work on these projects would begin immediately.

ATTACHMENTS:

Resolution authorizing publication of notice of intent to issue certificates of obligation.

Memo from City Manager

HEWITT TEXAS

MEMORANDUM

FROM: Adam Miles, City Manager 
TO: Mayor and City Council
DATE: June 2, 2014
RE: Notice of Intent to Issue Certificates of Obligation

Staff has been asked to prepare an item for the City Council to consider issuing Notice of Intent to issue combination tax and revenue certificates of obligation. This memo is intended to augment a formal presentation concerning this item during the regular June 2, 2014 City Council Workshop.

Hewitt's long term Capital Improvement Plan (CIP) outlines over \$30 million in infrastructure projects anticipated to be constructed in the next decade. The CIP list was developed over time and is based on citizen input, City Council guidance, staff observations, and City Engineer recommendations. It is updated as priorities change or new information becomes available.

Many projects have been on the CIP for several years awaiting funding and authorization to move forward. During the recession projects were postponed or shelved due to budgetary constraints. Staff continually works to refine the financial plan to provide for annual maintenance and operations. Moreover, the financial plan also serves to manage debt service for construction of large capital projects. Due to Hewitt's fiscally conservative guidance and progressive attitude towards community improvements, Hewitt enjoys an excellent Bond Rating (provided by Moody's and Standard & Poor's) and is financially sound.

Managing Hewitt's finances involves balancing identified needs with community resources. The following selected projects are proposed to be funded through issuance of Series 2014 Certificates of Obligation. Recently, staff and consultants have worked to develop cost estimates and phasing for the following improvements. If approved, work on final plans and drawings would begin immediately. It is proposed for the City to issue \$6.835 million in Certificates of Obligation (CO's). The following projects are proposed to be funded through this issuance and are identified in the CIP.

- Development of Warren Park
- Panther Way Drive and sidewalk improvements
- Phase I Old Temple Road reconstruction
- Phase I First Street mill and reclamation
- Alamo Street reconstruction (Lift station removal project)
- Micro Slurry Seal street overlay (various streets)
- Public Library and City Hall facility

The projects will each be discussed in further detail Monday evening. I may be reached at your convenience at adamiles@cityofhewitt.com or (254) 666-6171. Thank you.

LAW OFFICES

McCALL, PARKHURST & HORTON L.L.P.

600 CONGRESS AVENUE
SUITE 1800
AUSTIN, TEXAS 78701-3248
TELEPHONE: 512 478-3805
FACSIMILE: 512 472-0871

717 NORTH HARWOOD
SUITE 900
DALLAS, TEXAS 75201-6587
TELEPHONE: 214 754-9200
FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET
SUITE 1525
SAN ANTONIO, TEXAS 78205-3503
TELEPHONE: 210 225-2800
FACSIMILE: 210 225-2984

Via E-mail

MEMORANDUM

TO: Adam Miles
Lydia Lopez
Lee Garcia

FROM: Leroy Grawunder, Jr.

DATE: May 27, 2014

RE: Resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation

Attached is the resolution authorizing publication of notice of intent to issue certificates of obligation.

The following may be used for the agenda item:

Consider and act upon adoption of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

We will provide execution copies of the documents for the City Council meeting.

Please call if you have any questions, or if we may be of further assistance.

**RESOLUTION DIRECTING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION**

(CITY SEAL)

Exhibit A

CITY OF HEWITT, TEXAS
NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Hewitt, Texas, at its meeting to commence at 7:00 P.M. on July 21, 2014, at its regular meeting place in the City Hall, 105 Tampico Drive, Hewitt, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$6,835,000, for paying all or a portion of the City's contractual obligations incurred in connection with: (i) constructing, equipping and furnishing a building for a library, public meeting rooms and city hall, including related landscaping, parking and infrastructure; (ii) constructing, reconstructing and improving streets and roads, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting and signage; (iii) constructing, installing, acquiring and equipping improvements to municipal parks, (iv) acquiring, and installing equipment for police, fire and emergency services, including computer equipment and software, radios and communications equipment, and (v) legal, fiscal, engineering and other professional fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF HEWITT, TEXAS

CITY OF HEWITT, TEXAS

\$6,835,000

COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014

Revised Timetable

As of May 9, 2014

Date	Action Required
05-07-14 (W)	SWS emails timetable for a <u>7-21-14 competitive sale</u> of Certificates of Obligation (COs) to City officials and Bond Counsel
05-16-14 (F)	SWS submits Official Statement Request for Information (RFI) to City officials.
06-02-14 (M)	Regular Council Meeting to authorize the Publication of Notice of Intent to Issue Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2014 and to authorize Southwest Securities (SWS), Bond Counsel and City officials to proceed with the issuance process for COs (7:00 pm)
06-09-14 (M)	SWS receives completed RFI and related documents from the City
06-11-14 (W)	First Publication of Notice of Intent to Issue COs in local newspaper (must be at least 31 days prior to the sale date) - SWS submits initial draft of Preliminary Official Statement (POS) and Official Notice of Sale (NOS) to all parties for review
06-18-14 (M)	Second Publication of Notice of Intent to Issue COs in local newspaper SWS receives comments on POS/NOS from all parties
06-23-14 (M)	- SWS submits POS Draft and other financing documents to S&P rating agencies to request underlying ratings - SWS submits second POS/NOS Draft to all parties for review
Wk of 6-30 or 7-7	Schedule rating conference calls with Moody's and S&P
07-10-14 (TH)	Final POS/NOS comments due to SWS
07-14-14 (M)	Post POS/NOS to the SWS Internet Website and electronically distribute POS/NOS to potential bidders in the investment community
07-16-14 (W)	Receive underlying bond ratings and qualification for insurance (if required)
07-21-14 (M)	Receive electronic bids for the COs (12:00 Noon) via Internet and the "i-Deal LLC PARITY" bidding program Regular Council Meeting to review bids for the COs and adopt the Ordinance authorizing and selling the COs (7:00 pm)
07-28-14 (M)	Print and distribute Final Official Statement (OS) and post Final OS to SWS website
08-12-14 (T)	SWS notifies all parties of closing/delivery instructions
08-20-14 (W)	Payment for and delivery of the COs

Note: Bold entries indicate dates/actions that require the City's participation.

BOND DEBT SERVICE

City of Hewitt, Texas
Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2014

		Dated Date	07/01/2014		
		Delivery Date	08/20/2014		
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/01/2015			119,612.50	119,612.50	
07/01/2015			119,612.50	119,612.50	
09/30/2015					239,225
01/01/2016			119,612.50	119,612.50	
07/01/2016	260,000	3.500%	119,612.50	379,612.50	
09/30/2016					499,225
01/01/2017			115,062.50	115,062.50	
07/01/2017	270,000	3.500%	115,062.50	385,062.50	
09/30/2017					500,125
01/01/2018			110,337.50	110,337.50	
07/01/2018	280,000	3.500%	110,337.50	390,337.50	
09/30/2018					500,675
01/01/2019			105,437.50	105,437.50	
07/01/2019	285,000	3.500%	105,437.50	390,437.50	
09/30/2019					495,875
01/01/2020			100,450.00	100,450.00	
07/01/2020	295,000	3.500%	100,450.00	395,450.00	
09/30/2020					495,900
01/01/2021			95,287.50	95,287.50	
07/01/2021	310,000	3.500%	95,287.50	405,287.50	
09/30/2021					500,575
01/01/2022			89,862.50	89,862.50	
07/01/2022	320,000	3.500%	89,862.50	409,862.50	
09/30/2022					499,725
01/01/2023			84,262.50	84,262.50	
07/01/2023	330,000	3.500%	84,262.50	414,262.50	
09/30/2023					498,525
01/01/2024			78,487.50	78,487.50	
07/01/2024	340,000	3.500%	78,487.50	418,487.50	
09/30/2024					496,975
01/01/2025			72,537.50	72,537.50	
07/01/2025	355,000	3.500%	72,537.50	427,537.50	
09/30/2025					500,075
01/01/2026			66,325.00	66,325.00	
07/01/2026	365,000	3.500%	66,325.00	431,325.00	
09/30/2026					497,650
01/01/2027			59,937.50	59,937.50	
07/01/2027	380,000	3.500%	59,937.50	439,937.50	
09/30/2027					499,875
01/01/2028			53,287.50	53,287.50	
07/01/2028	390,000	3.500%	53,287.50	443,287.50	
09/30/2028					496,575
01/01/2029			46,462.50	46,462.50	
07/01/2029	405,000	3.500%	46,462.50	451,462.50	
09/30/2029					497,925
01/01/2030			39,375.00	39,375.00	
07/01/2030	420,000	3.500%	39,375.00	459,375.00	
09/30/2030					498,750
01/01/2031			32,025.00	32,025.00	
07/01/2031	435,000	3.500%	32,025.00	467,025.00	
09/30/2031					499,050
01/01/2032			24,412.50	24,412.50	
07/01/2032	450,000	3.500%	24,412.50	474,412.50	
09/30/2032					498,825
01/01/2033			16,537.50	16,537.50	
07/01/2033	465,000	3.500%	16,537.50	481,537.50	

BOND DEBT SERVICE

City of Hewitt, Texas
Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2014

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/30/2033					498,075
01/01/2034			8,400.00	8,400.00	
07/01/2034	480,000	3.500%	8,400.00	488,400.00	
09/30/2034					496,800
	6,835,000		2,875,425.00	9,710,425.00	9,710,425