

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

August 27, 2018
Special Called Meeting – 7:00 PM
CITY HALL, 200 PATRIOT COURT
HEWITT, TX 76643

MAYOR AND CITY COUNCIL

Ed Passalugo – Mayor, Ward 3

Steve Fortenberry – Mayor Pro Tem, Ward 3

Travis Bailey – Council Member, Ward 1

Wilbert Wachtendorf – Council Member, Ward 1

Bill Fuller – Council Member, Ward 2

James Vidrine – Council Member, Ward 2

Vacant – Council Member At-Large

CITY STAFF

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

Lydia Lopez, City Secretary

Jim Devlin, Police Chief

Lee Garcia, Finance Director

Lance Bracco, Fire Chief

Waynette Ditto, Library Director

Katie Allgood, Managing Director

Tracy Lankford, Community Dev. Director

Tuck Saunders, Assistant Police Chief

Kevin Reinke, Utilities Director

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 **27th day of August, 2018, at 7:00 PM in Hewitt City Hall, Council Chambers, 200 Patriot Court, Hewitt, Texas**, at which time the following subjects will be discussed:

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Consider approval of minutes of the City Council Workshop/Regular Meeting of August 20, 2018.
4. Hear visitors on matters pertaining to city business. *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*
5. Consideration of and action on an ordinance accepting the 2018 tax roll.
6. Consideration of and action on an ordinance adopting 2018 tax rate.
7. Consideration of and action on resolution approving FY 2018-2019 Master Fee Schedule
8. (A) Consideration of and action on Ordinance adopting the 2018-2019 Annual Operating and Capital Budget.
(B) Consideration of and action on ratification of the property tax revenue increase reflected in the budget.
9. Consideration of and action on an ordinance unfreezing the salaries, wages, and base pay of all city personnel (civil service and civilian) to allow for a cost of living adjustment and movement in the step pay plans.
10. Authorize the City Manager to negotiate and execute an Interlocal Cooperation Agreement between Midway Independent School District to provide School Resource Officers (SROs).
11. Award bid for Ritchie Road Improvements Project to Big Creek Construction, Ltd. in the amount of \$1,113,155.28; authorizing a 10% construction contingency (\$111,315.53); providing an effective date.
12. 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 4:00 AM/PM on August 24, 2018.

CITY OF HEWITT



Lydia Lopez, TRMC
City Secretary

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Workshop/Regular Meeting of August 20, 2018.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

MINUTES OF A CITY COUNCIL WORKSHOP/REGULAR MEETING HEWITT CITY HALL – 200 PATRIOT COURT August 20, 2018 – 6:30/7:00 PM

Members present: Mayor Ed Passalugo (presiding), Mayor Pro Tem Steve Fortenberry, Council Members, Wilbert “Walky” Wachtendorf, Bill Fuller, James Vidrine, and Travis Bailey

Staff present: City Attorney Charlie Buenger, City Engineer Miles Whitney, City Manager Adam Miles, Assistant Police Chief Tuck Saunders; Fire Chief Lance Bracco, Managing Director Katie Allgood, Library Director Waynette Ditto, Community Development Director Tracy Lankford, Finance Director Lee Garcia, Utilities Director Kevin Reinke, and City Secretary Lydia Lopez

Staff absent: Police Chief Jim Devlin

WORKSHOP – 6:30 PM

1. Mayor Ed Passalugo called the meeting to order at 6:30 PM.
2. City Manager’s update on municipal business:
 - a. Report from City Engineer
 - b. Briefing and discussion concerning upcoming events:
 - o Hewitt Dog Days – September 29, 2018 (Library Director Waynette Ditto made a brief presentation.)
 - c. Briefing and discussion concerning financial reports.
 - d. Briefing and discussion concerning drainage utility fee structure. Managing Director Katie Allgood presented.
 - e. Briefing and discussion concerning proposed FY 2018-2019 Annual Budget, tax rate and fee schedule. General discussion was held concerning fees.
 - f. Briefing and discussion concerning Public Safety operations – Police & Fire. Police and Fire reports were distributed.
3. Briefing and discussion of August 3 letter as requested by Mayor Ed Passalugo. Mayor Passalugo stated that he asked the City Manager and staff to put together a three-year plan on revenue and expense projections so that the Council can forecast future tax rates and build out of the city.
4. The regular meeting agenda was reviewed.

5. Adjourn. *A motion was made by Council Member Bill Fuller and second by Council Member Travis Bailey to adjourn the meeting, all in favor, meeting was adjourned at 6:58 PM.*

REGULAR MEETING - 7:00 PM

1. **CALL TO ORDER.** Mayor Ed Passalugo called the meeting to order at 7:00 PM.
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – Mayor Ed Passalugo asked City Engineer Miles Whitney to lead the Pledge of Allegiance.
3. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL SPECIAL CALLED MEETING OF JULY 30, 2018, AND SPECIAL CALLED MEETING OF AUGUST 13, 2018.** *A motion was made by Council Member Bill Fuller and second by Council Member Travis Bailey to approve the minutes as submitted but allow for corrections; all six in favor, motion passed.*
4. **SPECIAL PRESENTATION TO THE HEART OF TEXAS 100 CLUB.** Assistant Chief Tuck Saunders presented a check in the amount of \$720 to Sandy Pechacek, Heart of Texas 100 Club. These funds were raised at the National Night Out Kick-off party. The 100 Club provide support to surviving family of first responders killed in the line of duty.
5. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*

Michael Bancale, 909 Stoneridge Drive, appeared to address the Council and the audience concerning the future of the city. He encouraged Council to work with the citizens of the community to be better prepared for the future of the city. Mr. Bancale also encouraged residents to get involved and attend Council meetings.

The following appeared to express concern and dissatisfaction with the work done on Old Temple Road by Holy Contractors:

Linda & James Smith, 702 S. Old Temple Road, suggested final payment be held until issues are resolved and requested speed limit be lowered.
Sandy Talley, 704 S. Old Temple Road
Rene Martin, 600 S. Old Temple Road
No one else appeared.

6. **CONDUCT SECOND PUBLIC HEARING ON THE 2018 TAX RATE.** Mayor Ed Passalugo opened the hearing and asked for those wishing to speak in favor of the tax increase. Matthew Mevis, 167 Topaz Circle, appeared in support of the tax increase so that the city would be able to pay competitive wages to public servants. **Mayor Ed Passalugo called for those wishing to speak against a tax increase.** Melissa Perry, 400 Sagewood, congratulated the city management for presenting a balanced budget at the current tax rate

that included a cost of living and step raises for all employees. However, she stated that she was against a tax increase and asked Council to find additional funds from discretionary spending to pay for necessities like infrastructure and personnel. No one else appeared. The public hearing was closed.

7. **MOTION TO ANNOUNCE THAT AUGUST 27, 2018, AT 7:00 P.M. AT THE HEWITT CITY HALL, 200 PATRIOT COURT, AS THE DATE, TIME AND PLACE TO VOTE ON THE 2018 TAX RATE.** *Motion was made by Council Member Travis Bailey and second by Council Member Steve Fortenberry; all voted in favor, motion passed.*
8. **CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF WACO FOR WASTEWATER SERVICES AND RELATED MATTERS, INCLUDING THE EXCHANGE OF WASTEWATER FLOWS, THE UPSIZING OF THE EXISTING WARREN ROAD LIFT STATION (AND PAYMENT OF \$32,000.00 TO THE CITY OF WACO FOR SAID UPSIZING), AND THE MAINTENANCE OF THE CREEKSIDE SEWER LINE.** *A motion was made by Council Member Steve Fortenberry and second by Council Member Travis Bailey to approve; all voted in favor, motion passed.*
9. **ADJOURN.** *A motion was made by Council Member Bill Fuller and second by Council Member Travis Bailey, all voted in favor, meeting was adjourned at 7:25 PM.*

Approved: August 27, 2018

Lydia Lopez, City Secretary

Ed Passalugo, Mayor

HEWITT TEXAS

ITEM #4 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

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

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

2. To maintain decorum at public hearings, the mayor will ask citizens in attendance if they wish to speak for or against the item on the agenda. If so, they will be given an opportunity to speak at the proper time and when recognized by the chair. If more than five citizens wish to address the council on any single agenda item, those citizens are advised to select a spokesperson to present their case.

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

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

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 5

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration of and action on an ordinance accepting 2018 tax roll.

STAFF RECOMMENDATION/ITEM SUMMARY:

Please see attached Ordinance on the Tax Roll. The approval of this Ordinance officially accepts the Certified Tax Roll, also attached, as presented by the McLennan County Appraisal District.

ATTACHMENTS:

Ordinance on the Tax Roll

Certified Tax Roll

Certification of the 2018 Appraisal Roll

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HEWITT, TEXAS, ACCEPTING AND APPROVING THE TAX ROLL OF THE CITY OF HEWITT AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. That the tax roll of the City of Hewitt for 2018, as certified by the McLennan County Appraisal District, is hereby accepted and approved.

SECTION 2. That this ordinance is in full force and effect from and after its passage.

PASSED AND APPROVED THIS 27th day of August, 2018.

City of Hewitt, Texas

By: _____
Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

2018 CERTIFIED TOTALS

Property Count: 5,852

62 - HEWITT, CITY OF
Grand Totals

7/20/2018

3:29:33PM

Land		Value			
Homesite:		98,534,251			
Non Homesite:		105,908,446			
Ag Market:		16,190,939			
Timber Market:		0	Total Land	(+)	220,633,636
Improvement		Value			
Homesite:		672,502,646			
Non Homesite:		220,593,622	Total Improvements	(+)	893,096,268
Non Real		Count	Value		
Personal Property:	473		70,698,860		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	70,698,860
					1,184,428,764
Ag	Non Exempt		Exempt		
Total Productivity Market:	15,189,119		1,001,820		
Ag Use:	142,170		7,010	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	15,046,949		994,810		15,046,949
				Homestead Cap	(-)
				Assessed Value	=
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	217,074,815
				Net Taxable	=
					936,909,734

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 5,056,286.35 = 936,909,734 * (0.539677 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

**CERTIFICATION OF THE 2018 APPRAISAL ROLL FOR
McLENNAN COUNTY APPRAISAL DISTRICT**

I, ANDREW J. HAHN, JR, RPA, RTA, CHIEF APPRAISER FOR McLENNAN COUNTY APPRAISAL DISTRICT, HEREBY CERTIFY THAT THE ATTACHED ARE THE CERTIFIED VALUES OF McLENNAN COUNTY APPRAISAL DISTRICT WHICH LISTS TAXABLE PROPERTY FOR THE FOLLOWING TAXING UNITS AND CONSTITUTES THE CERTIFIED APPRAISAL ROLL:

Axtell Independent School District
Bosqueville Independent School District
Bruceville-Eddy Independent School District
China Spring Independent School District
Connally Independent School District
Crawford Independent School District
Gholson Independent School District
Hallsburg Independent School District
LaVega Independent School District
Lorena Independent School District
Mart Independent School District
McGregor Independent School District
Midway Independent School District
Moody Independent School District
Robinson Independent School District
Riesel Independent School District
Ogelsby Independent School District
Valley Mills Independent School District
Waco Independent School District
West Independent School District
McLennan County
McLennan Community College

City of Bellmead
City of Beverly Hills
City of Bruceville-Eddy
City of Crawford
City of Gholson
City of Hallsburg
City of Hewitt
City of Lacy-Lakeview
City of Leroy
City of Lorena
City of Mart
City of McGregor
City of Moody
City of Riesel
City of Robinson
City of Valley Mills
City of Waco
City of West
City of Woodway
Castleman Creek Watershed
Elm Creek Watershed
McLennan County Water Control Dist. #2
McLennan & Hill Counties Tehuacana Creek
W&C Dist. #1

July 23, 2018

Date Delivered



Andrew J. Hahn, Jr., Chief Appraiser
McLennan County Appraisal District

Date Received

SEC.26.01 (a)

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 6

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration of and action on an ordinance adopting 2018 tax rate.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is the ordinance and alternate ordinance setting the 2018 tax rate for the council to determine with this vote. According to the Texas Property Tax Code, Section 26.05(b), the motion to adopt the ordinance must be stated as follows:

Adoption of alternate rate:

'I move that the property tax rate be increased by the adoption of a tax rate of .549677, which is effectively a 10.82% increase in the tax rate.'

OR

Adoption of current rate:

'I move that the property tax rate be increased by the adoption of a tax rate of .539677, which is effectively an 8.80% increase in the tax rate.'

After the motion, the City Secretary will poll the council for the record vote.

ATTACHMENTS:

Published Notice of 2018 Tax Year Proposed Property Tax Rate
2018 Hewitt City Adoption Steps (both options)
2018 Hewitt City Adoption Calculations (both options)
Ordinance Adopting the Tax Rate (both options)

recipients of the Supple- can automatically be eli- their chamber.

NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF HEWITT

A tax rate of \$0.549677 per \$100 valuation has been proposed for adoption by the governing body of City of Hewitt. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Hewitt proposes to use revenue attributable to the tax rate increase for the purpose of increases in health insurance, workers compensation, and humane shelter expenses.

PROPOSED TAX RATE	\$0.549677 per \$100
PRECEDING YEAR'S TAX RATE	\$0.539677 per \$100
EFFECTIVE TAX RATE	\$0.496008 per \$100
ROLLBACK TAX RATE	\$0.563488 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Hewitt from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that City of Hewitt may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Paul Graser
McLennan County deputy tax assessor-collector
215 N 5th
Waco, TX 76701
254-757-5133
paul.graser@co.mclennan.tx.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 13, 2018 at 7:00 PM at Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643.

Second Hearing: August 20, 2018 at 7:00 PM at Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643.

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Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
City of Hewitt

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 6 of the Effective Tax Rate Worksheet.	\$838,969,255
2. Last year's M&O tax rate. Enter Line 26 of the Rollback Tax Rate Worksheet.	\$0.323593/\$100
3. M&O taxes refunded for years preceding tax year 2017. Enter Line 28E of the Rollback Tax Rate Worksheet.	\$5,243
4. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3.	\$2,720,088
5. This year's total taxable value. Enter line 19 of the Effective Tax Rate Worksheet.	\$936,776,799
6. This year's proposed M&O tax rate Enter the proposed M&O tax rate approved by the Governing Body.	\$0.317403/\$100
7. This year's M&O tax levy. Multiply line 5 times line 6 and divide by 100.	\$2,973,358
8. M&O Tax Increase (Decrease). Subtract line 4 from line 7.	\$253,270
Comparison of Total Tax Rates	
9. Effective Total Tax Rate.	\$0.496008/\$100
10. This year's proposed total tax rate.	\$0.549677/\$100
11. This year's rate minus effective rate. Subtract line 9 from line 10.	\$0.053669
12. Percentage change in total tax rate. Divide Line 11 by line 9.	10.82%
Comparison of M&O Tax Rates	
13. Effective M&O Tax Rate. Enter line 30 of the Rollback Tax Rate Worksheet. Adjust for Sales Tax using Line 44 of the Sales Tax Worksheet, if necessary.	\$0.300339/\$100
14. This year's proposed M&O tax rate.	\$0.317403/\$100
15. This year's rate minus effective rate. Subtract line 13 from line 14.	\$0.017064
16. Percentage change in M&O tax rate. Divide line 15 by line 13.	5.68%
Raised M&O Taxes on a \$100,000 Home	
17. This year's taxable value on a \$100,000 home.	\$100,000
18. Last year's M&O tax rate.	\$0.323593/\$100
19. This year's proposed M&O tax rate.	\$0.317403/\$100
20. This year's raised M&O taxes. Subtract line 18 from line 19 and multiply result by line 17.	\$-6.19

**§26.05(b) of Property Tax Code
Steps Required for Adoption of Tax Rate**

Entity Name: City of Hewitt

Date: 08/23/2018 11:35 AM

Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate exceeds the effective tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of 0.549677, which is effectively a 10.82 percent increase in the tax rate.

Statement Required in the Ordinance, Resolution, or Order Setting This Year's Tax Rate:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-6.19.

Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

City of Hewitt ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-6.19.

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
City of Hewitt

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 6 of the Effective Tax Rate Worksheet.	\$838,969,255
2. Last year's M&O tax rate. Enter Line 26 of the Rollback Tax Rate Worksheet.	\$0.323593/\$100
3. M&O taxes refunded for years preceding tax year 2017. Enter Line 28E of the Rollback Tax Rate Worksheet.	\$5,243
4. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3.	\$2,720,088
5. This year's total taxable value. Enter line 19 of the Effective Tax Rate Worksheet.	\$936,776,799
6. This year's proposed M&O tax rate Enter the proposed M&O tax rate approved by the Governing Body.	\$0.307403/\$100
7. This year's M&O tax levy. Multiply line 5 times line 6 and divide by 100.	\$2,879,680
8. M&O Tax Increase (Decrease). Subtract line 4 from line 7.	\$159,592
Comparison of Total Tax Rates	
9. Effective Total Tax Rate.	\$0.496008/\$100
10. This year's proposed total tax rate.	\$0.539677/\$100
11. This year's rate minus effective rate. Subtract line 9 from line 10.	\$0.043669
12. Percentage change in total tax rate. Divide Line 11 by line 9.	8.80%
Comparison of M&O Tax Rates	
13. Effective M&O Tax Rate. Enter line 30 of the Rollback Tax Rate Worksheet. Adjust for Sales Tax using Line 44 of the Sales Tax Worksheet, if necessary.	\$0.300339/\$100
14. This year's proposed M&O tax rate.	\$0.307403/\$100
15. This year's rate minus effective rate. Subtract line 13 from line 14.	\$0.007064
16. Percentage change in M&O tax rate. Divide line 15 by line 13.	2.35%
Raised M&O Taxes on a \$100,000 Home	
17. This year's taxable value on a \$100,000 home.	\$100,000
18. Last year's M&O tax rate.	\$0.323593/\$100
19. This year's proposed M&O tax rate.	\$0.307403/\$100
20. This year's raised M&O taxes. Subtract line 18 from line 19 and multiply result by line 17.	\$-16.19

**§26.05(b) of Property Tax Code
Steps Required for Adoption of Tax Rate**

Entity Name: City of Hewitt

Date: 08/23/2018 01:04 PM

Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate exceeds the effective tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of 0.539677, which is effectively a 8.80 percent increase in the tax rate.

Statement Required in the Ordinance, Resolution, or Order Setting This Year's Tax Rate:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.35 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-16.19.

Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

City of Hewitt ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.35 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-16.19.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HEWITT, TEXAS, ADOPTING THE TAX RATE AND LEVYING THE AD VALOREM TAXES FOR THE FISCAL YEAR 2018-2019 ON ALL TAXABLE PROPERTY WITHIN AND SUBJECT TO TAXATION WITHIN THE CITY AS OF JANUARY 1, 2018, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND DEBT SERVICE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, all notices have been given and public hearings held as required by law to adopt a tax rate for 2018;

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

SECTION 1. That there be and is hereby levied for the year 2018, on all taxable property, real, personal and mixed, situated within the limits of the City of Hewitt, Texas as of January 1, 2018, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.549677 on each \$100 of assessed valuation of taxable property, and such taxes shall be apportioned and distributed as follows:

- (A) \$0.317403 to provide revenues for maintenance and operations and;
- (B) \$0.232274 for debt service.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$6.19.

SECTION 2. That all ad valorem taxes shall become due and payable on October 1, 2018, and all ad valorem taxes for the year shall become delinquent after January 31, 2019.

SECTION 3. That all ordinances of the City of Hewitt in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal or invalid.

SECTION 5. This ordinance shall take effect on October 1, 2018.

PASSED AND APPROVED THIS 27th day of August, 2018.

City of Hewitt, Texas

By: _____
Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HEWITT, TEXAS, ADOPTING THE TAX RATE AND LEVYING THE AD VALOREM TAXES FOR THE FISCAL YEAR 2018-2019 ON ALL TAXABLE PROPERTY WITHIN AND SUBJECT TO TAXATION WITHIN THE CITY AS OF JANUARY 1, 2018, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND DEBT SERVICE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, all notices have been given and public hearings held as required by law to adopt a tax rate for 2018;

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

SECTION 1. That there be and is hereby levied for the year 2018, on all taxable property, real, personal and mixed, situated within the limits of the City of Hewitt, Texas as of January 1, 2018, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.539677 on each \$100 of assessed valuation of taxable property, and such taxes shall be apportioned and distributed as follows:

- (A) \$0.307403 to provide revenues for maintenance and operations and;
- (B) \$0.232274 for debt service.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.35 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$16.19.

SECTION 2. That all ad valorem taxes shall become due and payable on October 1, 2018, and all ad valorem taxes for the year shall become delinquent after January 31, 2019.

SECTION 3. That all ordinances of the City of Hewitt in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal or invalid.

SECTION 5. This ordinance shall take effect on October 1, 2018.

PASSED AND APPROVED THIS 27th day of August, 2018.

City of Hewitt, Texas

By: _____
Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 7

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration of and action on resolution approving FY 2018-2019 Master Fee Schedule.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Master Fee Schedule, as follows, is presented as part of the city's annual budget for approval by resolution by city council. Staff recommends the attached rates.

ATTACHMENTS:

Master Fee Schedule
Resolution on Master Fee Schedule

HEWITT MASTER FEE SCHEDULE

Table of Contents

Department	Pages
Permit Fees	1-4
Police, Administration, & Library Fees	5
Park Fees	6
Drainage Fees	7
Solid Waste Fees	8
Water Fees	9
Wastewater Fees	11

PERMIT FEES

New Construction

New Construction Building Permit	\$0.22 sq. ft. under roof (per floor) min \$320
Electrical Permit	\$0.06 sq. ft. under roof (per floor)
Plumbing Permit	\$0.06 sq. ft. under roof (per floor)
Mechanical Permit	\$0.06 sq. ft. under roof (per floor)

General Permits

Alcohol Permit	\$60
Carport Permit	\$50, \$0.20 per sq. ft.
Commercial Accessory Building	\$75 min, \$9 per \$1,000
Commercial Building Permit – Temporary 72 hr.	\$50
Commercial Occupancy Inspection	\$50
Deck Permit	\$30
Demolition Permit	\$100
Estate Sale/Auction	\$50
Fence Permit	\$35
Flat Work Permit	\$40 min, \$0.02 per sq. ft.
Foundation Repair	\$30
Garage Sales	\$15
Gas Permit	\$24, \$6 per appliance
Hot Tub/Spa	\$50
Land Clearing Filling or Grading Permit	\$240
Lawn Sprinkler System Permit	\$25 base, \$1 per head/\$10 backflow
Mobile Home Move-In Permit	\$35

Moving a Building Permit	\$100
Patio Cover	\$35 min, \$0.10 per sq. ft.
Re-Inspect Fee	\$25 1 st time; \$10 increase cumulative after
Remodeling Permit	\$125 min, \$9 per \$1,000
Residential Accessory Building Permit	\$40 for 120 sq. ft. more + \$0.08 per sq. ft.
Roof Permit	\$35
Sign Permit	
Up to 72 sq. ft.	\$44
Up to 300 sq. ft.	\$75
Up to 600 sq. ft.	\$100
Swimming Pool Permit (above/inground)	\$100/\$150
Temporary On-Site Storage Containers	\$10 first 15 days + \$25 next 16 days + \$50 for >30 days/year
Window Replacement Fee	\$25/\$25 Re-Inspect Fee

Electrical

Electrical Permit	\$24
Up to 400 Amp	\$11
Over 400 Amp	\$24
3 Phase Circuits	\$7
220 Circuits	\$6
110 Circuits	\$5
Equipment Motors	
½ hp – 50 hp	\$11
Over 50 hp	\$24
Transformers	
Up to 50 KVA	\$11
Over 50 KVA	\$24
Elevators	\$54
Signs	\$24
Temporary Service	
Carnivals or Similar	\$54

Mechanical

Mechanical Permit	\$24
Up to 250,000 BTU	\$17
250,000 – 500,000 BTU	\$34
Each Ad. 50,000 Over 500,000 BTU	\$5
Refrigerated Air Systems	
Up to 5 Tons	\$17

Over 5 Tons	\$34
Each Ad. Ton Over	\$5
Ventilation Systems	
Installation Blower or fan to duct system for each building	\$24

Plumbing

Plumbing Permit	\$24
Per Fixture, Traps, etc.	\$6
Sewer/Water	\$8
Vacuum Breakers	\$8
Backflow Device	\$24
Roof Drain Permit	\$24
Discharge Line	\$8
Roof Drain	\$6

Planning & Zoning

Application for Abandonment of Public Right of Way	\$300
Application for Amendment of the Zoning Ordinance	\$300
Application for Appeal to Board of Adjustment	\$500
Application for Preliminary Plat	\$150 + \$2 per acre
Application for Final Plat, Amended Plat, Administrative Plat	\$200
Application for Final Plat and Re-Plat with Infrastructure	\$200 + \$27 per lot
Application for Platting or Re-Platting with Variance Request	\$250 + \$2 per lot
Plat/Plan Review other than Original Review (Staff)	\$50 per hour, one hour minimum
Plat/Plan Review other than Original Review (Engineer)	\$150 per hour, one hour minimum

Fire Protection

Fire Protection Systems	\$55
Per Head	\$0.25
Underground Main	\$50
Fire Pump	\$30
Stand Pipe System	\$55

Per Outlet	\$5
Fire Alarm System	\$55
Per Device	\$1
Hood and Duct System	\$30
Per Nozzle	\$2.50
Commercial Paint Spray	\$30
Other Fire Suppression System	\$30
Per Head	\$55

Network Nodes, Node Support Poles & Transfer Facilities

Network Nodes-Application Fee	Lesser of: actual cost or \$500 for up to 5 Network Nodes, and \$250 for each additional Network Node on a permit (up to 30, per Sec 284.152(b))
Network Nodes-Annual Rental Rate	\$1,500 per Network Node site, with annual CPI adjustment
Node Support Poles-Application Fee	\$1,000 for each pole
Node Support Poles-Annual Rental Rate	\$1,500 per Network Node site, with annual CPI Adjustment
Transfer Facilities-Application Fee	\$500 for an application including up to 5 Network Nodes, and \$250 for each additional Network Node on a permit
Transfer Facilities-Monthly Rental Rate	\$500 monthly for each Network Node site
For all other applicants	\$200.00

Police Department Fees

Accident Reports	\$6
Animal Registration	\$10 first 2 pets; \$2 each additional
Animal Reclaim/Disposal Fee	\$75

Administration Fees

Returned Check Fee	\$35
NSF Electronic Draft Fee	\$35
Copies of Public Information	
Standard – 8.5x11	\$0.10 per page
Oversize – 11x17	\$0.50 per page
Postage/Shipping	Actual Cost
Other Media	
Audio Cassette	\$1 each
CD/RW or CD/R	\$1 each
Other Charges	Actual Cost

Public Library Fees

Book	\$0.25 per day
DVD, Play-a-way, Audiobooks, VHS	\$1 per day
Tex-Share ILL	\$1 per day + \$5 processing fee + any fee by lending library
Lost Book	Cost of book + \$5 processing fee
Damaged Books	Cost of damage is calculated by the amount of damage divided by cost of book + \$5 processing fee
Barcode Replacement	\$1
Media Case Replacement	\$5
Hanging Bag	\$1
3D Printing	\$0.10 per gram
Paper Copy – Black & White	\$0.15
Paper Copy – Color	\$1.25
Large format Printing	Estimate per item: L x W x .035 x 40%
Proctor Exam Fee	\$15/hr (waived for Hewitt Residents)
Lost Library Card Replacement	\$1
Return Check Fee	\$35

PARK FEES

Creekside Amphitheatre-Warren Park

Private	\$150 per hour (4 hour min)
Deposit for Private	\$400 – refundable
Wedding Package- Friday-Sunday Amphitheatre ONLY	\$1500 (10am – 11pm) + rehearsal (\$125/additional hour)
Wedding Package- Monday-Thursday Amphitheatre ONLY	\$1200 (10am – 11pm) + rehearsal (\$125/additional hour)
Wedding Package- Friday-Sunday Amphitheatre & Pavilion	\$1800 (10am – 11pm) + rehearsal (\$150/additional hour)
Wedding Package- Monday-Thursday Amphitheatre & Pavilion	\$1440 (10am – 11pm) + rehearsal (\$150/additional hour)
Wedding Package- Friday-Sunday Entire Park	\$2500 (10am – 11pm) + rehearsal (\$200/additional hour)
Wedding Package- Monday-Thursday Entire Park	\$2000 (10am – 11pm) + rehearsal (\$200/additional hour)
Deposit	\$600 - refundable

Food Truck Permits

No Event	\$50/day (up to 12 hours)
Event	\$125/day (up to 12 hours)
Water Spigot Deposit	\$50 - refundable

Field Rental

Playing Field (practice)	\$30/practice (2 hour block)
Playing Field (game)	\$75/game (4 hour block)
Practice Field	First Come, First Serve

Pavilion Rental

Park Pavilion – Either Park – Up to 150 People	\$35 per hour (minimum 2 hours)
Park Pavilion – Either Park – Over 150 People	\$50 per hour (minimum 2 hours)
Water Key	\$50 deposit – refundable upon return of key

DRAINAGE FEES

Residential	\$4.72
Commercial	
Per Squart Foot of Impervious Surface	\$0.00225
Per Square Foot of Gravel Surface	\$0.00113

SOLID WASTE

Trash Administrative Fee

Administrative Fee – Per Unit	\$2.15 per unit
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Trash – Pick Up

Residential	
Collection	\$15.76
Additional Polycart	\$4.67
Commercial	
Collection	\$16.41
Additional Polycart	\$4.67
Dumpster Overload Fee – Per cubic yard, Market Rate as Determined by Republic Services	\$25

Trash – Front Load Containers*

Size	1x	2x	3x	4x	5x	6x
2 Yard	\$84.17	\$149.59	\$215.08	\$280.44	\$345.85	\$47.56
3 Yard	\$94.68	\$165.65	\$240.25	\$313.04	\$385.86	\$47.56
4 Yard	\$102.05	\$180.97	\$262.40	\$342.59	\$422.74	\$55.49
6 Yard	\$123.06	\$217.98	\$312.91	\$407.82	\$502.78	\$63.43
8 Yard	\$145.61	\$255.33	\$379.26	\$474.69	\$584.35	\$63.43
Casters	\$32.86					
Locks	\$13.16					

*Tax at 8.25% applies to all fees

Trash – Roll Off Containers*

Size	Type	Delivery	Rent Day	Rate/Load	Container
20 Yard	Open Top	\$131.50	\$3.80	\$452.61	\$262.99
30 Yard	Open Top	\$131.50	\$3.80	\$530.46	\$262.99
40 Yard	Open Top	\$131.50	\$3.80	\$573.71	\$262.99
42 Yard	Compactor	\$131.50	\$3.80	\$622.47	\$262.99

*Tax at 8.25% applies to all fees

WATER FEES

Deposits – Residential/Commercial	\$50 - \$160 Credit Based
Initial Connection Fee	\$20
Delinquent Fees	10% of balance
Collection Services	25% of final balance
Non-Pay Reconnect	\$50 before 4pm
After Hours Non-Emergency Service Call	\$40 after 4pm
Meter Accuracy Check (Reread)	\$20
Meters up to 1" – Meter Testing Deposit	\$50
Meters 1"+ up to 2" – Meter Testing Deposit	\$250
Meters larger than 2" – Meter Testing Deposit	Base Fee – Quoted on per cost basis
Tampering with Meter without City Permission	\$300 per event

WATER RATES

Residential, Commercial & Builders – Base Rate	1 st 3,000 Gal
5/8"	\$30
1"	\$63
1.5"	\$190
2"	\$190
3"	\$380
4"	\$380
6"	\$570
Volume Rate	Per 1,000 Gal
3,001 – 7,000 Gal	\$4.85
7,001 – 12,000 Gal	\$5.40
12,001+ Gal	\$5.85

Bulk Water Rates

Deposit	\$900
Set Fee & Move Fee	\$100
Base Rate for 3" Meter	\$380 per month + consumption *
Consumption Rate	\$6.40 per 1,000 gallons *
One Day Fee	\$35 per day for 5,000 gallons or less + \$6.40 per 1,000 gallons over 5,000 gallons

All Bulk Water will be sold in 1,000 gallon increments.

Water Taps & Meter Set**

All Water Taps	\$1,000 Base Fee – Quoted on per cost basis
5/8" x 3/4" meter set	\$300 + cost of meter box if needed
3/4" x 3/4" meter set	\$300 + cost of meter box if needed
1" or larger service or meter set	Base Fee – Quoted on per cost basis

Prior to the connection of any water line onto a city water main, the party requesting such connection shall pay the city the water service installation and meter fees for labor and materials as follows:

Wastewater Rates

Option #1 – Standard Wastewater Rates

Residential Base Rate – 1 st 5,000 Gal	\$26.50
Residential Volume Rate (Per 1,000)	\$4.50
Industrial Institution or Commercial Base Charge – 1 st 20,000 Gallons	\$57.25
Industrial Institution or Commercial Volume Rate (Per 1,000)	\$4.50

Wastewater Rates

Option #2 – Winter Average Rates

Single Family Residential Base Rate	\$18 (no minimum gallons)
Single Family Residential Volume Rate (Per 1,000)	\$2.80 (no maximum gallons)

Wastewater Rates

Option #3 – Flat Rate

Single Family Residential Flat Rate	\$36.50
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Wastewater Taps & Service Connection Fees**

All Wastewater Taps	\$750 Base Fee – Quoted on per cost basis
4" Tap	\$750 Base Fee – Quoted on per cost basis
6" Tap	\$750 Base Fee – Quoted on per cost basis
8" or Larger Lateral	\$750 Base Fee – Quoted on per cost basis

***In addition, service lines that require the cutting or boring of paved streets or alley will be subject to a minimum charge of \$750 Base Fee – Quoted on per cost basis. The decision of a bore or utility cut will be made by Utility Director.*

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, ADOPTING THE "MASTER FEE SCHEDULE"; REPEALING ALL RESOLUTIONS IN CONFLICT; DECLARING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

Section 1. That the City of Hewitt Master Fee Schedule is hereby adopted to implement and/or revise various fees related to City Services as shown on the attachment "A" and incorporated herein by reference.

Section 2. That should any section, clause, or provision of this resolution be declared by court of competent jurisdiction to be invalid, the same shall not affect the validity of this resolution or any other resolution of the City as a whole or any part thereof, other than the part so declared to be.

Section 3. That this resolution shall become effective immediately upon passage, and be applied to all charges on or after October 1, 2018.

Section 4. That it is hereby officially found and determined that the meeting at which resolution is adopted was noticed and has been open to the public as required by law.

PASSED AND APPROVED this 27th day of August 2018.

CITY OF HEWITT

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 8

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

- A. Consideration of and action on Ordinance adopting the 2018-2019 Annual Operating and Capital Budget.
- B. Consideration of and action on ratification of the property tax revenue increase reflected in the budget.

STAFF RECOMMENDATION/ITEM SUMMARY:

- A. The City Charter requires the City Manager to present a proposed budget to the City Council prior to August 1st each year. The Charter also requires that a public hearing on the budget be conducted no sooner than 15 days following the budget hearing notice publication. This hearing was held on August 13th, 2018. Public hearings on the tax rate were held on August 20th and 27th, 2018.

The following motion provides for the formal adoption of the 2018-2019 annual budget.

Motion language:

'I move to approve the Ordinance adopting the 2018-2019 Annual Operating and Capital Budget.'

- B. Under Texas Local Government Code 102.007(c), adoption of a budget that will raise more revenue this year from property taxes than in the previous year, requires a separate vote of the governing body to ratify the increase reflected in the budget. A vote under this subsection must be in addition to and separate from the vote to adopt the budget or the vote to set the tax rate.

Once the budget is adopted, therefore, the City Council will need a second vote to ratify, or approve, the property tax increase reflected in the budget. Motion to ratify the tax rate:

Depending on rate adopted in agenda item 2

Current rate:

“This year’s budget will reflect an increase in tax revenue of \$509,695 or 11.3% from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$167,285.”

OR

Alternate rate:

“This year’s budget will reflect an increase in tax revenue of \$602,152 or 13.3% from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$170,384.

Motion language: ‘I move to ratify the property tax increase reflected in the fiscal year 2018-2019 Budget.’

NOTE: The FY 18 19 Proposed Annual Operating and Capital Budgets may be found on the City’s Website at www.cityofhewitt.com.

ATTACHMENT:

Ordinance adopting the FY 18-19 Operating & Capital Budget & ratifying the property tax increase reflected in that Budget (both options).

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF HEWITT, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2018, AND ENDING ON SEPTEMBER 30, 2019, AND MAKING APPROPRIATIONS FOR EACH FUND, DEPARTMENT, PROJECT, AND ACCOUNT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS NOTICED AND HAS BEEN OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE 2018-2019 FISCAL YEAR BUDGET.

WHEREAS, the City Council has heretofore approved the certified tax roll prepared and presented by the McLennan County Appraisal District as required by the Tax Code; and

WHEREAS, notice of a public hearing on the budget for the City of Hewitt, Texas, for the fiscal year 2018-2019 was theretofore published at least fifteen (15) days in advance of said public hearing; and

WHEREAS, the City Manager of the City of Hewitt has submitted to the City Council a proposed budget of the revenues and expenditures of conducting the affairs of the City and providing a complete financial plan for 2018-2019; and

WHEREAS, the City Council has received the City Manager's proposed budget, a copy of which proposed budget and all supporting schedules have been filed with the City Secretary of the City of Hewitt and available for public inspection;

WHEREAS, a public hearing on the said budget was duly held on the 13th day of August 2018, and all interested persons were given an opportunity to be heard for or against any item thereof;

WHEREAS, Texas Local Government Code Sec. 102.007(c) requires that adoption of a budget that raises more property tax revenue than generated in the previous year requires a record vote of the City Council to ratify the property tax increase reflected in the budget in addition to and separate from the record votes to approve the ordinance adopting the annual budget and the ordinance adopting the tax rate for the current tax year; and

WHEREAS, the City Council has adopted the 2018-2019 fiscal year budget which will require the City to raise more revenue from property taxes than in the prior year's fiscal budget by an amount of \$509,695, which is an 11.3% increase that is included in the 2018-2019 fiscal year budget revenues. The property tax revenue to be raised from new property added to the tax roll this year is \$167,285.

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

SECTION 1: That the City Council hereby adopts and approves the proposed budget of the City of Hewitt, providing a complete financial plan for the ensuing fiscal year, as submitted to the City Council by the City Manager, and the same is hereby, in all things adopted and approved as the budget of the City for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

SECTION 2: That the City Manager shall cause copies of the budget to be filed with the City Secretary and the County Clerk of McLennan County.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

SECTION 4: That it is hereby officially found and determined that the meeting at which this Ordinance is adopted was noticed and has been open to the public as required by law.

SECTION 5: The property tax increase reflected in the 2018-2019 Fiscal Year Budget is hereby ratified.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the last and Charter in such cases provide.

The City Council voted separately and additionally to ratify the increase in property tax revenues reflected in the adopted FY 2018-2019 budget by a vote of _____ AYES to _____ NAYS with _____ abstentions.

PASSED AND APPROVED this the 27th day of August 2018.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF HEWITT, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2018, AND ENDING ON SEPTEMBER 30, 2019 AND MAKING APPROPRIATIONS FOR EACH FUND, DEPARTMENT, PROJECT, AND ACCOUNT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS NOTICED AND HAS BEEN OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE 2018-2019 FISCAL YEAR BUDGET.

WHEREAS, the City Council has heretofore approved the certified tax roll prepared and presented by the McLennan County Appraisal District as required by the Tax Code; and

WHEREAS, notice of a public hearing on the budget for the City of Hewitt, Texas, for the fiscal year 2018-2019 was theretofore published at least fifteen (15) days in advance of said public hearing; and

WHEREAS, the City Manager of the City of Hewitt has submitted to the City Council a proposed budget of the revenues and expenditures of conducting the affairs of the City and providing a complete financial plan for 2018-2019; and

WHEREAS, the City Council has received the City Manager's proposed budget, a copy of which proposed budget and all supporting schedules have been filed with the City Secretary of the City of Hewitt and available for public inspection;

WHEREAS, a public hearing on the said budget was duly held on the 13th day of August 2018, and all interested persons were given an opportunity to be heard for or against any item thereof;

WHEREAS, Texas Local Government Code Sec. 102.007(c) requires that adoption of a budget that raises more property tax revenue than generated in the previous year requires a record vote of the City Council to ratify the property tax increase reflected in the budget in addition to and separate from the record votes to approve the ordinance adopting the annual budget and the ordinance adopting the tax rate for the current tax year; and

WHEREAS, the City Council has adopted the 2018-2019 fiscal year budget which will require the City to raise more revenue from property taxes than in the prior year's fiscal budget by an amount of \$602,152, which is a 13.3% increase that is included in the 2018-2019 fiscal year budget revenues. The property tax revenue to be raised from new property added to the tax roll this year is \$170,384.

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

SECTION 1: That the City Council hereby adopts and approves the proposed budget of the City of Hewitt, providing a complete financial plan for the ensuing fiscal year, as submitted to the City Council by the City Manager, and the same is hereby, in all things adopted and approved as the budget of the City for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

SECTION 2: That the City Manager shall cause copies of the budget to be filed with the City Secretary and the County Clerk of McLennan County.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

SECTION 4: That it is hereby officially found and determined that the meeting at which this Ordinance is adopted was noticed and has been open to the public as required by law.

SECTION 5: The property tax increase reflected in the 2018-2019 Fiscal Year Budget is hereby ratified.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the last and Charter in such cases provide.

The City Council voted separately and additionally to ratify the increase in property tax revenues reflected in the adopted FY 2018-2019 budget by a vote of _____ AYES to _____ NAYS with _____ abstentions.

PASSED AND APPROVED this the 27th day of August 2018.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 9

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider an ordinance unfreezing the salaries, wages, and base pay of all city personnel (civil service and civilian) to allow for a cost of living adjustment and movement in the step pay plans.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City Council previously froze cost of living adjustments and step raises in the current Fiscal Year's budget. The City Manager's proposed budget includes provision for a 3% Cost of Living Adjustment (COLA) as well as continuation of the City's step pay plan. The attached draft ordinance would unfreeze salaries, wages, and base pays to allow implementation of a COLA and resume movement to the next step in the pay plans on an employee's anniversary date. This item would only be considered if the City Council approved a budget that included funding for employee raises. If approved, this item would become effective for the fiscal year beginning October 1, 2018.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2018-

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, ALLOWING FOR SOME INCREASES IN SALARIES, WAGES AND BASE PAY INCREASES FOR ALL CITY OF HEWITT EMPLOYEES FOR THE 2018-2019 FISCAL YEAR; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hewitt has reviewed the City's current budget as well as forecasts for the 2018–2019 fiscal year and has determined that it is in the City's best interest to allow for some cost-of-living adjustments, merit pay, and for civil service employees, a resumption of movement through the pay plan; and

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

ARTICLE I.

Salaries, wages and base pay increases for all City of Hewitt civilian employees, will be increased by 3% for cost-of-living, and step raises based upon evaluation when each employee reaches the anniversary date of his/her current position.

For civil service employees (police officers) and fire fighters, the pay scale included in the FY 2018-2019 Budget reflects an upward adjustment of three percent (3%) over the existing pay scales, to reflect a cost-of-living increase. This pay scale is effective on October 1, 2018, or when this Ordinance takes effect, whichever is later.

Additionally, for civil service employees (police officers) and fire fighters, movement through the pay plan (pay steps) will resume. On the Anniversary Date (date-of-hire if entry-level; or date-of-promotion), each employee (who is not at the maximum of their pay step) will move up one step in the as shown in the adopted FY 2018-2019 Annual Budget pay plan. This movement is in accord with Ordinance No. 2017-08-21-3, which outlined the City Council's stated intent when it "froze" employee wages in 2017.

ARTICLE II.

ARTICLE II.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Hewitt, Texas, and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event, such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

ARTICLE III.

This Ordinance does not demonstrate, nor is it any evidence of any intent to form a contract, unilateral or otherwise, with any civil service employee or any other employee. This ordinance is enacted to comply with Chapter 143, Texas Local Government Code, and to comply with the annual municipal budget requirements, and for no other purpose. All employment with the City is at will and the City, as a home-rule municipality, reserves the right to adjust pay for such employment.

ARTICLE IV.

If any section, subsection, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE V.

This Ordinance shall become effective and shall be in full force and effect after passage and adoption by the City Council of the City of Hewitt, Texas, and upon approval thereof by the Mayor of the City of Hewitt, Texas and publication hereof as prescribed by law and the City Charter.

PASSED AND APPROVED on this _____ day of _____, 2018.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM:

City Attorney

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 10

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Authorize the City Manager to negotiate and execute an Interlocal Cooperation Agreement between Midway Independent School District to provide School Resource Officers (SROs).

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt has had a longstanding partnership with Midway ISD to provide School Resource Officers (SROs). These SROs work in the schools and serve many functions, primarily focused on the safety and security of students in the District. The program has proved to be invaluable in strengthening the relationship with students and Police officers as well as District employees. With the continued focus on safety of students in classrooms, Midway has formally requested an additional SRO from Hewitt for the upcoming school year. This would bring the number up from two (2) officers to three (3) officers assigned to Midway schools.

The District pays a proportional share of the officer's salary and benefits as well as equipment, training, and even costs of vehicles. The agreement is based on the number of days an officer is assigned to the school. When the officer is not in a school, they are utilized by the Hewitt Police Department as deemed appropriate by the Chief.

The City Manager's proposed budget does include provision for funding the third SRO position. If this item is approved, city staff would work with the District to coordinate assignment of an officer.

ATTACHMENTS:

Interlocal agreement

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

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 (hereinafter referred to as "Hewitt," 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, 2018, and continue through July 31, 2019, 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
100 Patriot Court
Hewitt, Texas 76643

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 _____ 2018.

MIDWAY ISD

CITY OF HEWITT

Pete Rusek, Board President
Midway ISD

Adam Miles, City Manager
City of Hewitt

George Kazanas, Ed.D., Superintendent
Midway ISD

James Devlin, Chief of Police
City of Hewitt



COUNCIL AGENDA ITEM FORM

MEETING DATE: August 27, 2018

AGENDA ITEM #: 11

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Award bid for Ritchie Road Improvements Project to Big Creek Construction, Ltd. in the amount of \$1,113,155.28; authorizing a 10% construction contingency (\$111,315.53); providing an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Ritchie Road Improvements Project is a joint project between the City of Hewitt, the City of Waco, and McLennan County. Hewitt's portion includes only that portion of the right-of-way located inside Hewitt's City Limits. Sealed bids for this project were opened on August 17, 2018. Walker Partners has provided a bid tabulation which has been reviewed by Hewitt's City Engineer. The tabulation indicates the lowest responsible bidder is Big Creek Construction, Ltd. The City Engineer has a full and complete copy of the bid tabulations and will be able to provide a copy of the full spreadsheet at the meeting.

The total amount of the bid is \$5,687,195.66, with Hewitt's portion being \$1,113,155.28. A copy of Walker Partner's recommendation letter to the City of Waco is included in the backup material for this item. All parties are being requested to include approval of a 10% construction contingency, any unused contingency funds will be reimbursed back to the City of Hewitt at the end of the project. This project is funded through Hewitt's Series 2017 CO issuance. The amount of the bid is lower than the original engineer's estimate. If approved, notice of award will be provided to the contractor.

ATTACHMENTS:

Letter from Walker Partner

August 21, 2018

City of Waco
P.O. Box 2570
Waco, TX 76702

Attn: Mr. Kody Petillo, PE

Re: Ritchie Road Improvements Project (from Panther Way to Park Place Drive)
City of Waco Project No.: ST0320
Walker Partners Project No.: 1-03018

Dear Mr. Petillo:

On August 17, 2018, three bids were received for the Ritchie Road Improvements Project. A tabulation of bids is attached, showing totals for each of the three entities sponsoring this Project (City of Waco, City of Hewitt, and McLennan County). The lowest responsible bidder is Big Creek Construction, Ltd, with a total bid of \$5,687,195.66 (\$5,325,686.16 Base Bid plus \$361,509.50 for all three Add Alternates).

Walker Partners recommends awarding the Base Bid and all three Add Alternates to Big Creek Construction, Ltd, for a total construction amount of \$5,687,195.66, and authorizing a 10 percent construction contingency of \$568,719.57. Below is a breakdown of the recommended award amount and contingency by sponsoring entity:

	Waco	Hewitt	County	Total
Base Bid	\$3,575,736.60	\$1,113,155.28	\$636,794.28	\$5,325,686.16
Add Alternate 1	\$75,159.50	\$0.00	\$0.00	\$75,159.50
Add Alternate 2	\$40,656.00	\$0.00	\$0.00	\$40,656.00
Add Alternate 3	\$245,694.00	\$0.00	\$0.00	\$245,694.00
Total	\$3,937,246.10	\$1,113,155.28	\$636,794.28	\$5,687,195.66
10% Contingency	\$393,724.61	\$111,315.53	\$63,679.43	\$568,719.57

Please contact me if you have any questions or require additional information.

Sincerely,

Jacob Bell, P.E.
Client Manager

JPB:jpb

Attachment

Cc: Adam Miles, City Manager
Zane Dunnam, PE, RPLS, County Engineer, McLennan County