

HEWITT TEXAS

CITY COUNCIL WORKSHOP/REGULAR MEETING

June 15, 2026, at 6:00 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Steve Fortenberry, Mayor: Ward 3, – **Michael S. Bancale**, Mayor Pro Tem: At-Large

Erica Bruce, Council Member: Ward 3 – **Brenda Turner**, Council Member: Ward 1

Bob Potter, Council Member: Ward 2 – **Brad Turner**, Council Member: Ward 1

Mike Hamilton, Council Member: Ward 2

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

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

WORKSHOP MEETING - 6:00 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

WORKSHOP AGENDA

1. Discussion concerning the Waco Metropolitan Planning Organization (MPO) sign inventory grant.
2. Discussion and review of the proposed 2026 incentive pay scale.

WORKSHOP ADJOURNMENT

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

3. Swearing-in and pinning ceremony for Police Officer Marc Rogers.
4. Swearing-in and pinning ceremony for newly hired and promoted firefighters.

PUBLIC COMMENTS

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

REGULAR AGENDA ITEMS

5. Approve minutes of the June 1, 2026, City Council Workshop/Regular Meeting.
6. Discussion and possible action on reappointments to the Planning & Zoning Commission.
7. Discussion and possible action concerning the Consumer Price Index (CPI) increase for Republic Services.
8. Discussion and possible action to approve the expenditure of \$77,532.00 for the purchase of eighteen (18) Dell Pro Rugged 14 laptops (Vehicle Mobile Data Terminals) and eighteen (18) Docking Stations, including installation, shipping, and handling.
9. Discussion and possible action to authorize the City Manager to execute an Interlocal Cooperation Agreement with the City of Waco for automatic aid in providing Fire Department emergency response services.
10. Briefing and discussion concerning Council priorities for budget preparation.
11. Request for future workshops and/or agenda items.

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on **June 9, 2026**, by 5:00 PM.

CITY OF HEWITT

Lydia Lopez

Lydia Lopez, TRMC/MMC
City Secretary

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

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 15, 2026

AGENDA ITEM #: 5.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approve minutes of the June 1, 2026, City Council Workshop/Regular Meeting.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

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

ATTACHMENTS:

1. June 1, 2026, City Council Workshop-Regular Meeting Minutes

HEWITT TEXAS

CITY COUNCIL WORKSHOP/REGULAR MEETING

June 1, 2026, at 6:00 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

MINUTES

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

WORKSHOP MEETING - 6:00 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

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

WORKSHOP AGENDA

1. Elected Official Orientation.

City Manager Bo Thomas presented a council orientation that included Municipal Government 101, city services, Charter highlights, fund matrix, and the City's organizational chart. He also noted that the binder included the Council Relations Policy and Code of Ethics, as well as the Texas Municipal League Handbook for Mayors and Councilmembers.

WORKSHOP ADJOURNMENT

MOTION: Council Member Erica Bruce moved to adjourn the Workshop Meeting at 6:47 p.m.

SECOND: Council Member Brad Turner

AYES: Brenda Turner, Potter, Hamilton, Brad Turner, Bruce, and Fortenberry

NAYES: None

ABSENT: Bancale

MOTION PASSED.

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Regular Meeting to order at 7:00 p.m., announced all members were present, and declared a quorum. Mayor Pro Tem Michael Bancale was present via videoconference.

PLEDGE OF ALLEGIANCE

Mayor Steve Fortenberry led the Pledge of Allegiance.

PUBLIC COMMENTS

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

Mayor Fortenberry read the public comment statement. The City Secretary reported that no public comment forms were received.

REGULAR AGENDA ITEMS

2. Approve minutes of the May 18, 2026, City Council Workshop/Regular Meeting.
MOTION: Council Member Brad Turner moved to approve the minutes as presented, but allow for corrections.
SECOND: Council Member Bob Potter
AYES: Brenda Turner, Potter, Hamilton, Brad Turner, Bruce, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.
3. Presentation of the report from the City Engineer, Miles Whitney, P.E.
Update on pending utility projects.
Update on pending street projects.
Update on pending drainage projects.
City Engineer Miles Whitney presented a review of listed projects.
4. Discussion and possible action on the extension of the municipal depository agreement with Independent Financial/SouthState Bank for the first of the three (3) one-year contract extensions to extend the term through June 30, 2027.
City Manager Bo Thomas presented.
MOTION: Council Member Bob Potter moved approval of the first one-year extension of the municipal depository agreement with Independent Financial/SouthState Bank, with the term ending June 30, 2027.
SECOND: Council Member Brenda Turner
AYES: Potter, Hamilton, Brad Turner, Bancale, Brenda Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.
5. Briefing and discussion concerning Council priorities for budget preparation.
City Manager Bo Thomas stated that this item provided an opportunity for the Council to communicate budget priorities. No items were presented.
6. Request for future workshops and/or agenda items.
City Manager Bo Thomas stated that this item provided the Council with an opportunity to request future workshop topics or agenda items. No items were presented.

ADJOURNMENT

MOTION: Council Member Erica Bruce moved to adjourn the Regular Meeting at 7:16 p.m.

SECOND: Council Member Brenda Turner

AYES: Hamilton, Brad Turner, Bruce, Brenda Turner, Bancale, Potter, and Fortenberry

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Steve Fortenberry, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 15, 2026

AGENDA ITEM #: 6.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Discussion and possible action on reappointment(s) to the Planning & Zoning Commission.

STAFF RECOMMENDATION/ITEM SUMMARY:

Paul D. Lasater and Brian Dalrymple have terms expiring this month. Both members are eligible for reappointment and have expressed their willingness to serve an additional two-year term.

These members remain in good standing, and staff recommends approval of their reappointments.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

I move to approve the reappointment of the Planning & Zoning Commission members, Paul D. Lasater and Brian Dalrymple, for a two-year term ending in June 2028.

ATTACHMENTS:

1. Council-Boards- Commissions-Committees list - 2026

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

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

City Council 2 YR Term – May	Board of Adjustment 2 YR Term – April	Planning & Zoning Commission 2 YR Term – June	Parks & Beautification Committee 2 YR Term – December	Library Board 2 YR Term – December	Civil Service Commission 3 YR Term – December
1 st & 3 rd Monday – 7 PM	3 rd Thursday - 6 PM	1 st Tuesday – 6 PM	3 rd Wed. – 6 PM	Quarterly as needed	Called
Brad Turner Ward 1 (05-2027) 425 W. Chapman Rd. (254) 709-3614	(04-2028) Chair Jim Winton 1136 Heatherwood (254) 857-9436	(06-2026) Paul D. Lasater 1321 Ridgeview (254) 716-0025	(12-2026) VACANCY	(12-2026) Kevin Lightfoot 252 Topaz Cir. (254) 405-1298	(12-2027) Chair Tom Mattern 1204 Ridgeview Cir. (254) 644-9632
Brenda Turner Ward 1 (05-2028) 209 Laredo Dr. (254) 709-3989	(04-2028) Steven Dvorak 1074 Hesselridge (402) 843-6318	(06-2026) Brian Dalrymple 821 Sunny's Halo Dr. (254) 744-9711	(12-2027) Nathan Rusterholtz 1200 Dendron Dr. (972) 978-3202	(12-2027) Lorrie Ann Culver 904 Rosedale Dr. (254) 266-3828	(12-2028) Vice Chair Sam MacKinnon 113 Emmalyn Dr. (254) 299-7788
Mike Hamilton Ward 2 (05-2028) 808 Minor Circle (254) 709-3998	(04-2027) Douglas Bergen 264 Earle Rd. (254) 666-0855	(06-2026) VACANCY	(12-2027) Casey Lowrey 700 Wind Hill Dr. (254) 424-1266	(12-2026) Julie Holcomb 112 Travis Ln. (972) 935-4528	(12-2026) Sammy L. Thomas 100 Coventry Dr. (254) 749-0800
Bob Potter Ward 2 (05-2027) 409 W Wall St. (254) 709-3666	(04-2027) Royce W. Smith 1128 Regina (254) 652-3099	(06-2027) Dustin Crawford 1001 December Dr. (903) 754-1204	(12-2027) Tyler Green 905 Regina Dr. (903) 806-8993	(12-2026) Caitlin Miller 928 Steamboat Cir. (254) 723-8690	
Erica Bruce Ward 3 (05-2027) 717 Fieldstone Dr. (254) 709-4050	(04-2027) Drexel King 331 Earle Rd. (919) 518-4801	(06-2027) Bobby Drake 107 Westchester Way (254) 772-7440	(12-2026) Vernon Bailey 301 Tampico Dr. (512) 797-6377	(12-2026) Linda O'Neil 638 Barbara Jean St. (254) 744-1298	
Mayor Steve Fortenberry Ward 3 (05-2028) 701 Oakmont Dr. (254) 709-0030	Alternate (04-2028) VACANCY	(06-2027) Michael Lee Hix 336 Bowie Ln. (254) 723-5071	(12-2026) Richard D. Driver 320 E. Spring Valley Rd. (806) 241-0098	(12-2027) VACANCY	
Mayor Pro Tem Michael S. Bancale At-Large (05-2027) 909 Stoneridge Dr. (254) 709-3522	Alternate (04-2027)	(06-2027) Travis Bailey 412 Oklahoma Ave. (254) 666-1492	(12-2026) VACANCY	(12-2027) Sally Goldman 132 Texas Ave. (254) 666-2436	

Updated: 05/27/2026

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 15, 2026

AGENDA ITEM #: 7.

SUBMITTED BY: Jim Devlin, Assistant City Manager

ITEM DESCRIPTION:

Discussion and possible action concerning the Consumer Price Index (CPI) increase for Republic Services.

STAFF RECOMMENDATION/ITEM SUMMARY:

On May 15, 2026, Republic Services contacted the City of Hewitt requesting an adjustment to the rates based on the Consumer Price Index (CPI). According to the terms of our agreement, the rates described in the contract shall be adjusted annually and take effect on July 1, 2025. This adjustment is based on changes in the Consumer Price Index (CPI) for Water, Sewer, and Trash Services, as stipulated in the contract. The enclosed support documentation includes the CPI detail adjustments and a revised rate schedule. The rate increase will be 4.9%, as allowed by the contract, Section 14.02, Modification to Rates, is reflected in Exhibit A of the Contract.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

I move approval of the Consumer Price Index increase for Republic Services.

ATTACHMENTS:

1. Hewitt Annual Increase 2026



Sustainability in Action

May 15, 2026

Bo Thomas, City Manager
City of Hewitt
200 Patriot Court
Hewitt, TX 76643

Dear Mr. Thomas,

As a trusted partner with Republic Services, we value your continued confidence in our services and appreciate the opportunity to support the City of Hewitt.

In accordance with the terms of our Agreement, specifically Section 14.02 Modification to Rates, this letter serves as formal notice of our annual rate adjustment.

Pursuant to the contract language, rates are adjusted annually on the anniversary of the effective date in an amount equal to the most recently available trailing twelve (12) month average of the Consumer Price Index (CPI) for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics.

Based on the applicable CPI data, the adjustment effective July 1, 2026, will be 4.9%, as permitted under the Agreement.

The Recycling Processing Fee was reviewed as per Section 14.02, c), Annual Recycling Adjustment, and there was no change in the Processing Charge in the twelve-month comparison. Therefore, there will be no adjustment to the Annual Recycling Charge.

Enclosed you will find supporting documentation, including the relevant CPI data and the revised rate schedule reflecting this adjustment.

We remain committed to providing reliable, safe, and high-quality service to the City of Hewitt. Thank you again for your continued partnership. We look forward to serving you for many years to come.

Respectfully,

A handwritten signature in blue ink that reads "Robyn A Mota".

Robyn Mota
Municipal Services Manager

Enc. US Department of Labor, Bureau of Labor Statistics – US City Average, Water, Sewer and
Trash Collection Services Index
Rate Schedule

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S. city average, all urban
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2025 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	297.08	298.75	299.18	300.18	299.99	300.65	302.11	303.31	305.12	306.34	308.02	308.23
2025	310.24	313.34	313.93	314.82	315.59	316.85	318.24	319.40	319.87	Govt Shutdown	321.36	322.73
2026	324.92	327.18	328.79									
YOY Change	14.68	13.84	14.87	14.64	15.60	16.20	16.14	16.09	14.75		13.35	14.49
Increase Percentage	4.73%	4.42%	4.74%	4.88%	5.20%	5.39%	5.34%	5.31%	4.83%		4.33%	4.70%
12-Month Average	4.90%											

CITY OF HEWITT

**AMENDED "EXHIBIT A"
RATE SCHEDULE**

Residential Automated Service	
Once per week polycart - Trash	\$ 17.35
Every other week polycart - Recycle	\$ 5.65
Total charge to resident/per month	\$ 23.00

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid to schedule. Minimum fee for this service is \$87.97 per collection for two (2) cubic yards of waste. Republic will not collect items that are too heavy to be safely loaded into the collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

Commercial Hand Collection

Once per week REFUSE collection with 2 polycarts	\$ 22.16
Additional polycart/per month	\$ 6.40
Additional polycart/per month	\$ 6.40
Damaged/Replacement polycart	\$ 78.67

Commercial Front Load Service						
Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$ 117.88	\$ 209.53	\$ 301.24	\$ 392.81	\$ 484.42	\$ 66.61
3 yard	\$ 132.62	\$ 232.03	\$ 336.51	\$ 438.48	\$ 540.48	\$ 66.61
4 yard	\$ 142.93	\$ 253.47	\$ 367.55	\$ 479.86	\$ 592.12	\$ 77.72
6 yard	\$ 172.39	\$ 305.32	\$ 438.29	\$ 571.25	\$ 704.24	\$ 88.86
8 yard	\$ 203.95	\$ 357.66	\$ 531.24	\$ 664.91	\$ 818.51	\$ 88.86

Delivery, Relocation Removal	Exchange Can	Extra Yardage (per yard)	Locking Can (per month)	Casters (per month)	Customer Damaged Can
\$37.05	\$105.95	\$34.24	\$17.43	\$43.49	\$209.79

Roll Off - Open Top						
Size	Delivery / Relocate	Washout	Rental		Haul Rate/Load	Deposit/ Container
			Month	Day		
20 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 756.02	\$ 927.60
30 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 886.04	\$ 1,057.62
40 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 958.33	\$ 1,129.91
Construction and Demolition Waste Haul						
20 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 794.22	\$ 965.80
30 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 888.74	\$ 1,060.32
Construction and Demolition Waste Hauls with concrete				\$ 109.96	per ton	
Residents Use (not residential developments)						
20 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 604.82	\$ 776.40
30 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 708.83	\$ 776.40
40 yard	\$ 171.58	\$ 195.73	\$ 150.87	\$ 4.96	\$ 766.66	\$ 776.40

Compactors						
Size	Delivery / Relocate	Washout	Rental		Haul Rate/Load	Deposit/ Container
			Month	Day		
30 yard	Negotiable	\$ 228.32	Negotiable	Negotiable	\$ 970.41	Negotiable
35 yard	Negotiable	\$ 228.32	Negotiable	Negotiable	\$ 980.32	Negotiable
40/42 yard	Negotiable	\$ 228.32	Negotiable	Negotiable	\$ 990.24	Negotiable

FRANCHISE FEE 10.0%

Effective 07/01/26

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 15, 2026

AGENDA ITEM #: 8.

SUBMITTED BY: John McGrath, Police Chief

ITEM DESCRIPTION:

Discussion and possible action to approve the expenditure of \$77,532.00 for the purchase of eighteen (18) Dell Pro Rugged 14 laptops (Vehicle Mobile Data Terminals) and eighteen (18) Docking Stations, including installation, shipping, and handling.

STAFF RECOMMENDATION/ITEM SUMMARY:

Eighteen of the current Mobile Data Terminals (MDTs) installed in Police Department-marked patrol vehicles were purchased in 2019. The new Police Department CAD/RMS system was recently installed and is much more robust and resource-intensive than our previous system, purchased in 2010. The eighteen MDTs are not capable of acceptable performance with the new CAD/RMS software. The MDTs are outdated and consistently fail to process data from the new system. Extraco, our Information Technology partner, evaluated and determined that upgrading our current MDTs is not feasible and that new MDTs are required to run the new system efficiently. Therefore, to complete the installation of the new CAD/RMS system, staff recommends purchasing eighteen (18) Dell Pro Rugged 14 Mobile Data Terminals and eighteen (18) Docking stations for installation in the marked patrol units at a one-time cost of \$77,532.00.

Moving forward, equipment purchases for new marked patrol vehicles will include an MDT to avoid a similarly large one-time purchase of MDTs.

FISCAL IMPACT:

Amount Budgeted - \$77,532.00
Line Item in Budget - Unrestricted Funds

SUGGESTED MOTION:

I move to approve the expenditure of \$77,532.00 to Extraco Technology for the purchase of eighteen (18) Dell Pro Rugged 14 Mobile Data Terminals and eighteen (18) Docking Stations for the Hewitt Police Department.

ATTACHMENTS:

1. HewittPD_060126 - Qty18_MDT_Mount_Quote



Quotation

P O Box 8560
Waco, TX 76714
254.761.2390

DATE 6/1/2026

Quotation For: City of Hewitt PD

Quotation valid until: 6/14/2026

Attn: Heath Vanek

Quote - Qty 18 MDTs & Mounts

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
18	Dell Pro Rugged 14 Laptop i5 16GB RAM 512GB SSD No Office No Adobe Dedicated u-blox NEO GPS Card Verizon 5G LTE 14in Touchscreen Outdoor Readable 3yr Parts and Labor Warranty NBD w/ Accidental Damage Protection	\$ 3,150.00	N	\$ 56,700.00
18	Docking Station with Power Adapter For Dell Rugged Laptop Rear Port Lite NPT	\$ 899.00	N	\$ 16,182.00
1	Labor for installation and configuration of MDT	\$ 4,500.00	N	\$ 4,500.00
1	Shipping and Handling	\$ 150.00	N	\$ 150.00
SUBTOTAL				\$ 77,532.00
TAX RATE				8.25%
SALES TAX				\$ -
OTHER				\$ -
TOTAL				\$ 77,532.00

Accepted by:

Accepted Date

THANK YOU FOR YOUR BUSINESS!

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 15, 2026

AGENDA ITEM #: 9.

SUBMITTED BY: Jonathan Christian, Fire Chief

ITEM DESCRIPTION:

Discussion and possible action to authorize the City Manager to execute an Interlocal Cooperation Agreement with the City of Waco for automatic aid in providing Fire Department emergency response services.

STAFF RECOMMENDATION/ITEM SUMMARY:

This agreement would increase the number of people initially dispatched to every reported structure fire in the City of Hewitt from 8 to 15, with the additional resources coming from Waco FD. This staffing would allow us to meet the NFPA 1710 Standard for initial staffing dispatched to a structure fire. This auto-aid agreement would be solely for the response to reported structure fires. For the City of Waco, we would send one engine with three (3) personnel to any structure fire in the immediately adjoining Waco Fire districts.

This auto-aid agreement would increase staffing at structure fires and decrease the response time of additional units, allowing for safer, quicker on-scene operations. The agreement will be based on an agreed-upon area designated by the Chiefs of each department. There will not be any cost associated with the agreement, and it will mirror our current mutual aid agreement. However, units will be automatically dispatched on the report of a fire. This will greatly reduce delays in getting critical operational units on scene and benefit both communities.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move to authorize the City Manager to execute the Interlocal Cooperation Agreement with the City of Waco for automatic aid for Fire Department emergency response services.

ATTACHMENTS:

1. Breifing for Auto Aid
2. INTERLOCAL AGREEMENT-HEWITT-DRAFT
3. Auto Aid Districts



Hewitt Fire Department
100 Patriot Court
Hewitt, TX 76643
Office: (254) 666-0460 Fax: (254) 666-0699



Briefing

Date: 6-15-26

To: Council Members

From: Chief Christian

Re: Requested authorization for an automatic aid agreement with the City of Waco

We are requesting authorization to enter into an auto aid agreement with the city of Waco. This agreement would increase the number of people initially dispatched to every reported structure fire in the City of Hewitt from 8 to 15 with the additional resources coming from Waco FD. This staffing would allow us to meet the NFPA 1710 Standard for initial staffing dispatched to a structure fire. This auto aid agreement would be solely for response to reported structure fires. For the City of Waco we would send one engine with 3 personnel to any structure fire in the immediately adjoining Waco Fire districts. This additional staffing would decrease the response time of the second-in unit to allow for safer and quicker on-scene operations. The agreement will be based on an agreed-upon area designated by the Chiefs of each department. There will not be any cost associated with the agreement, and it will mirror our current mutual aid agreement. However, units will be automatically dispatched on the report of a fire. This will greatly reduce delays in getting critical operational units on scene and benefit both communities.

Sincerely,

A handwritten signature in black ink, appearing to be "Jonathan Christian". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

Jonathan Christian

Hewitt Fire Chief

- 2.5. This shall not be construed to cause personnel from the responding agency to undertake an assignment which in the opinion of the officer in charge of personnel from the responding agency considers to be unreasonably dangerous or to place the responding agency personnel at an unnecessary risk of injury or death.
- 2.6. At all fire emergency scenes or any other scene where water is applied, the responding agency shall NOT be responsible for controlling, cleaning up, or otherwise dealing with the water run off as may be required by state law and/or the Texas Commission on Environmental Quality (TCEQ). The responding agency shall NOT be responsible for dealing with any hazardous wastes or hazardous materials cleanup.

3. **Automatic Aid.**

- 3.1 Automatic aid responses apply to **structure fire incidents** only, unless otherwise mutually agreed. The entity providing assistance is the responding agency.
- 3.2 Responding Engine or Ladder Companies must be staffed with a minimum of three (3) certified personnel.
- 3.3 All responding personnel must have radio communication capability and operate on the designated Fireground talk group for the incident.
- 3.4 Automatic aid responses will occur when units are available, within mutually agreed-upon response areas as determined by each jurisdiction's Fire Chief. Nothing in this Agreement shall be construed as a guarantee of response, staffing level, or response time by either party.
- 3.5 Automatic aid response areas and criteria will be reviewed periodically for efficiency and effectiveness, and may be adjusted by the agreement of the designated officers of each agency.
- 3.6 Nothing in the automatic aid framework precludes or limits the ability to request additional mutual aid beyond the automatic assignment.
- 3.7 Both agencies agree to conduct joint training sessions at least annually to ensure operational compatibility and safety.
- 3.8 When one agency is providing automatic aid to another, both parties agree to maintain coverage within the vacated jurisdiction to the extent possible.
- 3.9 Incident command will be managed in accordance with NIMS/ICS principles, with clear integration of assisting resources. Personnel from the responding agency shall report to the officer in charge of the requesting agency at the location to which the equipment is dispatched. The officer in charge of the responding agency shall meet with the officer in charge of the requesting agency to jointly determine the objectives, strategies, and priorities for the incident or for the responding agency and to coordinate activities and operations.

The personnel of the responding agency shall remain under the supervision and direction of officers from the responding agency. Personnel from the responding agency shall be released by the officer in charge from the requesting agency when the services of the responding agency are no longer required or when the responding agency must withdraw the personnel to respond within its own jurisdiction.

- 3.10 This shall not be construed to cause personnel from the responding agency to undertake an assignment which in the opinion of the officer in charge of personnel from the responding agency considers to be unreasonably dangerous or to place the responding agency personnel at an unnecessary risk of injury or death.
 - 3.11 At all fire emergency scenes or any other scene where water is applied, the responding agency shall NOT be responsible for controlling, cleaning up, or otherwise dealing with the water run off as may be required by state law and/or the Texas Commission on Environmental Quality (TCEQ). The responding agency shall NOT be responsible for dealing with any hazardous wastes or hazardous materials cleanup.
 - 3.12 The Fire Chiefs of each jurisdiction, are authorized to jointly develop, approve, and modify written operational guidelines, response matrices, automatic aid box assignments, response areas, and call-type eligibility consistent with the intent of this Agreement. Such guidelines shall not constitute an amendment to this Agreement and shall not require additional governing body approval, provided they do not expand financial obligations or materially alter liability assumptions.
4. **Compensation & Benefits.** Paid personnel who provide services pursuant to this agreement while on duty for their employing agency shall be entitled to the same wage, salary, pension, benefits, and all other compensation and all other rights for such service, including injury, death or disability benefits, the same as though the service had been rendered for the agency which regularly employs said personnel. For all purposes, while traveling to and from the site of the assistance and while engaged in providing the assistance, the personnel shall be treated as being in the line of duty of the agency regularly employing the personnel. These shall be paid by the agency regularly employing the personnel. Personnel who are volunteers and who provide services under this agreement shall only be entitled to the benefits to which said personnel are entitled while in the service of the volunteer fire department, which shall be responsible for providing the benefits.
 5. **Other Expenses.** All costs associated with the use of any equipment; damage to equipment or clothing; replacement of lost, damaged, or destroyed equipment, as a result of providing assistance pursuant to this agreement, shall be the responsibility of the agency owning such equipment.
 6. **Liability.**
 - 6.1. Pursuant to TEX.GOV'T. CODE Ch. 791 § 791.006(a), a governmental unit responsible for furnishing services in the absence of this agreement is responsible for any civil liability that arises from the furnishing of the services. The agency receiving assistance accepts

responsibility for any loss or damage for which the agency receiving assistance is responsible as determined and required by the Interlocal Cooperation Act.

- 6.2. Each party to this agreement waives all claims against the other party and releases the elected officials, officers, employees, and agents of the other party for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. However, this waiver shall not apply in those cases in which the claim results from the failure of either party to accept responsibility for any civil liability for which a requesting agency is responsible as determined and required by the Interlocal Cooperation Act, TEX.GOV'T. CODE Ch. 791. Should a responding agency have to file a lawsuit against a requesting agency to get the requesting agency to accept responsibility placed on it by Chapter 791, the requesting agency will be responsible for paying all costs of that litigation, including reasonable attorney's fees.
7. **Other Agreements.** In as much as it is probable that the pattern and detail of the arrangements for assistance aid among two (2) or more cities or counties may differ from what is appropriate among other cities or counties, nothing herein contained shall preclude either party from entering into another agreement with another city or county or volunteer fire department. Such agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.
8. **Savings Clause.** This agreement shall be construed to effectuate the purpose stated in Section 1 hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons or circumstances shall not be affected thereby.
9. **Administration.** The organization and administrative agent for the City of Waco for the administration of this agreement, including all notices herein required, shall be the Fire Chief for the City of Waco or their designated representative. The organization and administrative agent for the City of Hewitt for the administration of this agreement as aforesaid shall be the Fire Chief or their designated representative.
10. **Term of Agreement.** This agreement shall go into full force and effect upon execution by both the City of Waco and the City of Hewitt and shall continue in full force and effect indefinitely unless cancelled by either party in accordance with section 11 below.
11. **Termination of Agreement.** Either party may terminate the agreement for any reason at any time by giving written notice to the administrative agent designated herein at least forty-five (45) days prior to a proposed termination date.
12. **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.

13. **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.

14. **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

EXECUTED this ___ day of _____, 2026.

THE CITY OF HEWITT, TEXAS

BY: _____

Title: _____

ATTEST:

BY: _____

Title: _____

APPROVED AS TO FORM & LEGALITY:

BY: _____

Title: _____

THE CITY OF WACO, TEXAS

BY: _____

Title: _____

ATTEST:

BY: _____

Title: _____

APPROVED AS TO FORM & LEGALITY:

BY: _____

Title: _____

