



CITY COUNCIL WORKSHOP/REGULAR MEETING

July 3, 2023 at 5:30 PM

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

AGENDA

Steve Fortenberry, Mayor, Ward 3

Erica Bruce, Mayor Pro Tem, Ward 3 – **Michael S. Bancale**, Council Member, At-Large

Johnny Stephens, Council Member, Ward 1 – **Johnny Price**, Council Member, Ward 2

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

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 - 5:30 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

WORKSHOP AGENDA

1. Briefing and discussion concerning sign variance request (Agenda Item 3).
2. Presentation and discussion concerning FY 2023-2024 Proposed Operating and Capital Budget.

WORKSHOP ADJOURNMENT

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

PUBLIC HEARING(S) AND RELATED ACTION

3. Public hearing and action on **Ordinance 2023-06** granting a request for a variance to the sign ordinance for a sign located at 337 Enterprise Blvd. as prescribed in Chapter 58 Sign Regulations.

REGULAR AGENDA ITEMS

4. Approve minutes of the City Council Workshop/Regular Meeting of June 19, 2023.
5. Presentation of the report from City Engineer Miles Whitney, P.E.
 - Update on pending utility projects.
 - Update on pending street projects.
 - Update on pending drainage projects.
6. Discussion and possible action regarding a request from Josie Rendon for waiver of penalty and interest on property taxes.
7. Discussion and possible action on FY 2023-2024 Member Funding Assessments for the Waco-McLennan County Public Health District.
8. Discussion and possible action on **Resolution No. 2023-04** accepting a new utility easement and authorizing the City Manager to execute any instruments necessary or appropriate to carry out the abandonment on behalf of the City of Hewitt.

EXECUTIVE SESSION: Notice is given that a closed meeting will be held pursuant to Section 551.072 of the Texas Government Code (V.T.C.A.) so that the Council may deliberate the purchase, exchange, lease, or value of real property - 15 acres on Alliance Parkway.

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on **June 28, 2023**, by 5:00 PM.

CITY OF HEWITT

Lydia Lopez, TRMC/CMC
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 accessible parking available at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 3, 2023

AGENDA ITEM #: 3.

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on **Ordinance 2023-06** granting a request for a variance to the sign ordinance for a sign located at 337 Enterprise Blvd. as prescribed in Chapter 58 Sign Regulations.

STAFF RECOMMENDATION/ITEM SUMMARY:

FASTSIGNS submitted a request for a variance to the sign ordinance. The property is located at 337 Enterprise Blvd. and is currently being developed. They are requesting a variance to allow for a twenty-six-and-a-half-foot-tall pylon sign with a facing of approximately 78 square feet. The developer is requesting to put up a single pylon sign for the development instead of the allowed monument sign. They are requesting to only have a single sign to help keep the aesthetics of the property from being cluttered and to help with the sight handicap of being next to IH-35. A map of the property along with the application is included in the backup material. Staff is recommending approval of this request.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

I move to approve **Ordinance 2023-06** granting a variance to the sign ordinance located at 337 Enterprise for a twenty-six-and-1/2 foot tall pylon sign as presented.

ATTACHMENTS:

1. Hewitt - APPLICATION FOR VARIANCE (Signs) - FASTSIGNS - Capital Farm Credit - Hewitt TX 5.31.23 (1)
2. Agent Letter (1)
3. 20230531160438_001
4. Approving Ordinance 337 Enterprise



Application of Sign Variance

Legal Description of Property: Lot 21, Block 1 of the Commerce Park @ I-35 Hewitt Addition, to the City of Hewitt, McLennan County, Texas, as shown on plat recorded under Clerk's File Number 2022043740

Describe the location of the property as submitted by this application. This may be in the form of a street address, general description, or nearest intersection.

337 Enterprise Boulevard, Hewitt, TX

Number of Lots: 1 Number of Acres: 1 Flood Zone: NO

Zoning Classification: B-P (Business Park District)

Existing Building(s) on Property: None

Total Square footage of all buildings on Property: 5,682 square feet

I, the undersigned property owner or applicant of the following described real property located in the City of Hewitt, Texas hereby make this application by variance, by requesting approval for the following project: (Include how the project plans vary from the Sign Ordinance): Pylon Sign – New Build Capital Farm Credit – i35 and Alliance Pkway. Sign does not conform to code based on right-of-way linear footage and building square footage relative to signs over all height & square footage. Sign is apart of the customers new build package.

Indicated the number and give a brief description of the Section of the Sign Ordinance for which the variance is being requested. Section 58-7 – D. Detatched signage_– Detatched Signs between 5000sqft–20,000sqft shall not be over 8ft above right-of-way average grade.

Please provide the following recording information and a copy of the document(s) listed below with this application:

Ownership(deed)Doc#/MCC No 2022043740

Please provide the proposed meeting date for this application to be considered (See Meeting Schedule): _____

The Variance application must be completed along with the following information:

1. A notarized letter from the property owner authorizing applicant to present the request, if the property owner will not be presenting the request and stating reasons for request.
2. Submit one (1) copy of survey and one (1) copy of building plans.
3. Non-refundable application fee (see fee schedule).
4. Application, fee, documents, etc., in completed form must be submitted to the Planning Department before or no later than 12:00 noon on the deadline date (see schedule).

I attest that the above information is true and correct to the best of my knowledge and I am now or will be fully prepared to present the above proposal at the City Council hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I, understand that in the event the undersigned is not present or represented at the public hearing, the City Council shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by the City Council.

I reserve the right to withdraw this proposal. However, written withdrawals filed at any time after the giving of notice to the City Council shall constitute a denial by the City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Name of Property Owner: Capital Farm Credit, ACA

Telephone Number: 877-944-5500

Mailing Address: 3000 Briarcrest Dr, Suite 601; Bryan, TX 77802

Email Address: realestate@capitalfarmcredit.com

Signature of Property Owner: _____

Date: _____

Name of Applicant/Representative:

__Kyle

Rowlee_____

Telephone Number: _____254-751-

7446_____

Mailing Address: _____307 Lake Air Dr. Waco, TX

76710_____

Email Address:

_____kyle.rowlee@fastsigns.com_____

Signature of Applicant/Representative: _____

Kyle

Rowlee_____

Date: _____5.31.23



3/31/2023

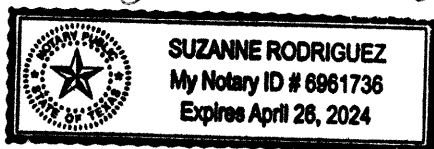
200 Patriot Court
Hewitt, TX 76643

Dear Recipient:

Please let this letter serve as authorization for Kyle Rowlee of Fastsigns of Waco to act as agent for Capital Farm Credit in applying for sign variance with the City of Hewitt, TX. Should you have any questions, I can be contacted at 979.255.6034 or jim.phillips2@capitalfarmcredit.com.

Sincerely,

Jim Phillips, CFM, FMA, Facilities Director





103 N. Hewitt Drive, Hewitt, Texas 76643
phone: (254) 666-6173 fax: (254) 666-3741
buildingdept@cityofhewitt.com
www.cityofhewitt.com

PERMIT APPLICATION

Description of proposed use/work (Be specific and detailed)

Install 26'-6" X 16'-10" Pole Sign

Project Address 337 Enterprise Blvd - I35 & Alliance Parkway

Subdivision _____ Lot _____ Block _____

Valuation of Work \$ 2000 Square Footage of Project 78'

Property Owner Information

Name Capital Farm Credit

Address 337 Enterprise City, State, Zip Hewitt, TX

Phone Number _____ Email _____

Contractor Information

Master License # 251716 (electrical, mechanical, plumbing, sprinkler, fire suppression)

Business Name Collective Signs & Lighting DBA Pusher Signs Name Franklin Blagg

Address 1612 W 7th Ave City, State, Zip Corsicana, TX 75110

Phone Number 903-257-3633 Email Sandi@pushersigns.com

I HEREBY CERTIFY THAT I AM AN AUTHORIZED AGENT OF THE OWNER, AND HAVE THE OWNER'S CONSENT TO ENTER ONTO THE PROPERTY TO COMPLETE THE WORK. AFTER CLOSE REVIEW OF THIS APPLICATION, I FURTHER CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE WORK SHALL COMPLY WITH ALL PROVISIONS OF LAWS AND ORDINANCES, WHETHER SPECIFIED OR NOT. THE GRANT OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. I HAVE SUBMITTED ALL THE NECESSARY PLANS AND DOCUMENTS FOR REVIEW.

I AM AWARE THAT THE REVIEW PROCESS CAN TAKE UP TO 10 BUSINESS DAYS AND SUBMITTAL OF AN APPLICATION DOES NOT GUARANTEE APPROVAL.

Signature of Applicant Sandi Kirkwood Date 5/31/23

Printed Name Sandi Kirkwood

Approval needed by inspector for Alcohol Permit; Auction/Sales Permit; Carport Permit; Commercial Accessory Building; Commercial Building Permit-New; Commercial Building Permit-Temporary 72 hour; Commercial Remodeling Permit; Deck Permit; Demolition Permit; Duplex Permit; Fence Permit; Flatwork Permit; Garage Enclosure; Land Clearing Filling or Grading Permit; Mobile Home Move in Permit; Multi-Family Building Permit; Patio Cover; Residential Accessory Building Permit; Residential Building Permit; Residential Remodeling Permit; Sign Permit; Fire Protection Systems; Swimming Pool Permit; Hot Tub/Spa Permit; *this list may not be all inclusive.*

ORDINANCE NO. 2023-06

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS
GRANTING A VARIANCE TO SECTION 58-7(p) SIGN REQUIREMENTS FOR
NON-RESIDENTIAL USES OF THE CODE OF ORDINANCES OF THE CITY OF
HEWITT, TEXAS TO ALLOW FOR SIGN REQUESTED BY DEVELOPMENT
LOCATED AT 337 ENTERPRISE BLVD., HEWITT, TEXAS**

CAME ON FOR CONSIDERATION a variance request by Kyle Rowlee of FASTSIGNS for Capital Farm Credit Union (“Applicant”) for a pylon sign to be located at its development at 337 Enterprise BLVD., Hewitt, Texas. The development meets the requirements of developments adjacent to IH-35, qualifying to apply for a variance under Section 58-2.1 of the Hewitt Code of Ordinances. After a public hearing on the variance the City Council considered and acted on the variance request.

Based on the information provided it is FOUND that the Applicant is entitled to the variance requested because:

- 1) the topography or other special condition of the property not caused by the applicant supports granting the variance to improve sign visibility; and/or
- 2) intervening structures or signs would block or substantially block the view from the Interstate of a sign standardly required in this Chapter, and the variance would enhance sign visibility

It is further FOUND that:

- a) The requested sign will not block the view from Enterprise Blvd. of any other sign or structure, or otherwise have a serious adverse effect on the use and enjoyment of neighboring properties;
- b) The applicant will suffer a substantial hardship if the variance is not granted due to less utilization of its development;
- c) Granting the variance would not be contrary to the public interest and is within the spirit of the ordinance and past practices; and
- d) The variance would further substantial justice and fairness.

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

1. The recitals set forth above are incorporated and made findings of fact; and
2. The variance requested by Kyle Rowlee of FASTSIGNS (Capital Farm Credit Union) for a 26 ½ -foot-tall pylon sign with a facing of approximately 78 square feet is approved to be located at its development at 337 Enterprise Blvd., Hewitt, Texas is GRANTED.

PASSED AND APPROVED this the 3rd day of July 2023.

CITY OF HEWITT

Steve Fortenberry, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 3, 2023

AGENDA ITEM #: 4.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approve minutes of the City Council Workshop/Regular Meeting of June 19, 2023.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a draft 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 approval of the minutes as presented but to allow for corrections.

ATTACHMENTS:

1. 2023-06-19 City Council Workshop Regular Meeting Minutes



CITY COUNCIL WORKSHOP/REGULAR MEETING

June 19, 2023 at 6:00 PM

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

MINUTES

Steve Fortenberry, Mayor, Ward 3

Erica Bruce, Mayor Pro Tem, Ward 3 – **Michael S. Bancale**, Council Member, At-Large

Johnny Stephens, Council Member, Ward 1 – **Johnny Price**, Council Member, Ward 2

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

WORKSHOP MEETING - 6:00 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

Mayor Steve Fortenberry called the Workshop Meeting to order at 6:00 PM, announced all members were present, and declared a quorum.

WORKSHOP AGENDA

1. Briefing and discussion concerning Texas Open Meetings Act (TOMA) Training.
City Attorney Mike Dixon introduced Associate Attorney Will Davidson with Haley & Olson Law Firm, who presented the Attorney General's Office Open Meetings Act training video.

Mayor Fortenberry recessed the Workshop Meeting at 6:53 PM to convene the Regular Meeting. (The Workshop was continued after the conclusion of the Regular Meeting.)

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 PM, announced all members were present, and declared a quorum.

PLEDGE OF ALLEGIANCE

Mayor Fortenberry led the Pledge of Allegiance.

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

2. Presentation of Department Spotlight.
Human Resources Director Jessica Higgins presented the department spotlight for the Fire Department.
3. Presentation of newly appointed Police Officer Jerrad Orr.
Police Chief John McGrath introduced the newly appointed Police Officer Jerrad Orr. Chief McGrath administered the ceremonial oath of office. Mrs. Orr pinned her husband.

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 properly posted on the agenda. (Note: Members of the public who wish to speak must complete a "Public Comment Form" and present it to the City Secretary before the meeting.)

Mayor Fortenberry read the statement above and requested those completing the Public Comment Form to step to the podium to address the Council.

- 1) *Gasper Cardona, 901 Ashton Drive, asked for the Council's assistance with an issue concerning extending a carport. Mr. Cardona was referred to the staff.*
- 2) *Ryan (RJ) Pase, 133 Oklahoma Avenue, appeared to withdraw his application for service on the Board of Adjustment. No one else appeared.*

REGULAR AGENDA ITEMS

4. Approve minutes of the City Council Workshop/Regular Meeting of June 5, 2023.
MOTION: Council Member Michael Bancale to approve the minutes as presented but to allow for corrections.
SECOND: Council Member Bob Potter
AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.
5. Briefing and discussion concerning Financial Statements ending May 31, 2023.
Assistant City Manager Jim Devlin advised that Finance Director Lee Garcia previously sent the May Financial Statements electronically for the Council to review. He inquired if the Council had any questions. The Council raised no questions or concerns.
6. Discussion and possible action on appointment(s) to the Board of Adjustment.
Assistant City Manager Jim Devlin presented applicants and reminded the Council of Mr. Pace's withdrawal.
MOTION: Council Member Michael Bancale moved to approve the appointment of Royce W. Smith as a regular member of the Board of Adjustment.
SECOND: Mayor Pro Tem Erica Bruce
AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

MOTION: Mayor Pro Tem Erica Bruce moved to approve the appointment of Brenda Turner as a regular member of the Board of Adjustment.

SECOND: Council Member Johnny Price

AYES: Bancale, Potter, Price, Stephens, Bruce, and Fortenberry

NAYES: None

ABSTAIN: Turner

ABSENT: None

MOTION PASSED.

7. Discussion and possible action on the award of bid 2022 - Chapparral, Crescent, Will Boleman, C-Kay; Street/Water Improvements to Barnett Contracting, Inc. for \$1,526,425.00, and authorizing a 10% Contingency of the awarded contract amount - \$152,642.50, to be used at the City Manager's discretion if any unforeseen obstacles are encountered during construction. *Assistant City Manager Jim Devlin recognized City Engineer Miles Whitney, who presented the bid results and recommended Council approve the bid award with the 10% contingency.*

MOTION: Council Member Michael Bancale moved approval of bid 2022 - Chapparral, Crescent, Will Boleman, C-Kay; Street/Water Improvements to Barnett Contracting, Inc., for \$1,526,425.00, and authorize a 10% contingency of the awarded contract amount - \$152,642.50, to be used by the City Manager for any unforeseen issues during construction.

SECOND: Mayor Pro Tem Erica Bruce

AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry

NAYES: None

ABSENT: None

MOTION PASSED.

ADJOURNMENT

MOTION: Council Member Michael Bancale moved to adjourn the Regular meeting at 7:26 PM.

SECOND: Council Member Bob Potter

AYES: Bruce, Potter, Price, Stephens, Turner, Bancale, and Fortenberry

NAYES: None

ABSENT: None

MOTION PASSED.

Mayor Fortenberry reconvened the Workshop at 7:27 PM to continue the following:

WORKSHOP AGENDA

1. Briefing and discussion concerning the Texas Open Meetings Act (TOMA) Training.

Mr. Davidson continued the video presentation from the Attorney General's Office. After the video's conclusion, Mr. Davidson and Mr. Dixon provided closing remarks and asked if Council had questions. The Council raised no questions.

WORKSHOP ADJOURNMENT

MOTION: Council Member Erica Bruce moved to adjourn the Workshop meeting at 7:55 PM.

SECOND: Mayor Pro Tem Michael Bancale

AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Steve Fortenberry, Mayor



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 3, 2023

AGENDA ITEM #: 5.

SUBMITTED BY: Miles Whitney, P.E.

ITEM DESCRIPTION:

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

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

STAFF RECOMMENDATION/ITEM SUMMARY:

The City Engineer will present and respond to any questions regarding the Engineer's Report.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

No action is required.

ATTACHMENTS:

1. Hewitt-PR-6.27.23

HEWITT TEXAS

CITY ENGINEER'S REPORT

June 27, 2023

Utility Projects

Chaparral, Crescent, and Will Boleman

Project has been awarded and Contract documents have been provided to the contractor for bonding, insurance, and execution.

Commerce Park Plant Improvements

- Well
Plans have been sent to TCEQ for their review. We are currently working on a construction contract and compiling electrical specifications. GrantWorks is reviewing contract documentation for their conformance with ARPA terms and condition requirements.
- Plant
 - Design work for this portion has begun.

Street/Transportation Projects

Chaparral, Crescent, and Will Boleman

Refer to update above.

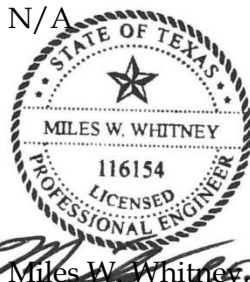
E. Wall and Briarfield

ROW survey and topo has been received and is being reviewed, preliminary design is to begin.

Drainage Projects

N/A

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: July 3, 2023

AGENDA ITEM #: 6.

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action regarding a request from Josie Rendon for waiver of penalty and interest on property taxes.

STAFF RECOMMENDATION/ITEM SUMMARY:

January 31, 2023 was the deadline for postmark for property taxes without penalty and interest being assessed. Based on weather conditions this year, the Postal Service was not open to postmark payments prior to the deadline. Ms. Josie Rendon has requested a waiver of the penalties and interest due to the inability of the Postal Service to postmark their payment due to weather closure. The County has specified a process that they have utilized to waive certain penalties and interest based upon these same conditions.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move to waive penalties and interest of property taxes due January 31, 2023 for Josie Rendon at 1215 Oakmanor Circle, Hewitt, Texas 76643.

ATTACHMENTS:

1. Property Tax Penalty Waiver Request for Josie Rendon

June 1, 2023

Mr. Thomas

Good morning, my names is Josefina G. Rendón, I am reaching out to you in regards to my late fees for my property taxes. I submitted a letter to Judge Scott Felton back in March 2023.

The reason I was late in paying my property taxes is because I placed my check in mailbox and was not picked up due to the ice storm, it sat there for few days as I was not able to drive the mail/check to post office due to ice storm. I did not know storm was this severe.

Mr. Thomas I am always on time with my payments I apologize for this and would ask you to please consider my situation and I thank you for taking the time in this matter.

Respectfully,

Josefina G. Rendón
1215 Oakmanor Circle
Hewitt TX 76643

**RESOLUTION REGARDING REQUEST
TO WAIVE PENALTY AND INTEREST**

WHEREAS, Texas Property Tax Code provides that taxes are due upon receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year of the tax; and,

WHEREAS, Texas Property Tax Code §33.011 authorizes the governing body of a taxing unit to waive penalty and interest on a tax if an act or omission of an officer, employee, or agent of the taxing unit caused or resulted in the taxpayer's failure to pay the tax before the delinquency and such taxes are paid within twenty-one days of the date such taxes were due; and,

WHEREAS, Texas Property Tax Code §33.011(j) authorizes the governing body of a taxing unit to waive penalty and interest on a tax if a taxpayer submits sufficient evidence to show that the taxpayer delivered payment for the property tax prior to the delinquency date to the United States Postal Service for delivery by mail but an act or omission of the postal service resulted in the payment being postmarked after the delivery date, or a private delivery service for delivery but an act or omission of the postal service resulted in the payment being delivered after the delivery date; and,

WHEREAS, the individual and/or business(es) named below has/have made written application to this Court pursuant to Texas Property Tax Code §33.011(d) for the waiver of penalties and interest on a delinquent tax; and

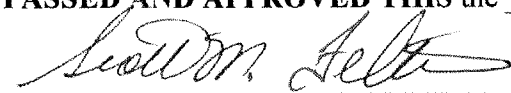
WHEREAS, this Court has considered the written application, heard the evidence, and considered the arguments for and against the waiver, and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF MCLENNAN COUNTY THAT:

1. All of the recitals stated above are true and correct.
2. Timely and proper written application has been made pursuant to Texas Property Tax Code §33.011(d) for the waiver of penalties and interest on a delinquent tax.
3. The request(s) detailed hereinabove for waiver of penalties and interest is hereby:

Name	Account	Action
Candelario & Jose Rendon	36-082600-008719-0	<u>Granted</u> / Denied

PASSED AND APPROVED THIS 21st **Day of March, 2023**



County Judge Scott M. Felton

(01)

March 8, 2023

Dear Judge Scott Felton

I am reaching out to you in regards to my Gate Fees; I would really appreciate my fees to be waived (\$435.36).

I placed my check in mailbox, but the mail carrier did not pick up mail, due to ice storm, I was not able to drive to post office due to ice-storm. I didn't know storm was this bad. I'm always on time with my payments. Please consider my situation.

Thank you so much-

Josie G. Rendon # 36-0821000-008719-0
1815 Oakmanor Circle
Lewisville TX 76643

J. Rendon
Name
215 Oakman Circle
Address
Hewitt Tx 76643
City State Zip

NORTH TEXAS TX PCC
DALLAS TX 752
3 FEB 2023 PM 5 L



RANDY H. RIGGS, CPA, PCC
ASSESSOR-COLLECTOR OF TAXES
PO BOX 406
WACO TX 76703-0406

R



Go To:

03/10/2023 14:59:05
ACTMCL

Deposit

Remittance

DETAIL

Applied Total	\$435.36	\$406.88	\$0.00	\$28.48	\$0.00	\$0.00
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Pendon

MAR 09 2023

McHenry County Judge
Scott Felton

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: July 3, 2023

AGENDA ITEM #: 7.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Discussion and possible action on FY 2023-2024 member funding assessments for the Waco-McLennan County Public Health District.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt, McLennan County, the City of Waco, and 16 other local municipalities, jointly participate and fund the Waco-McLennan County Public Health District. The District provides many services specifically related to improving McLennan County residents' overall health and wellness. Most residents know of food establishments and restaurant health inspections and permits. However, many residents are unaware of the Epidemiological Services, Public Health Nursing Services, immunizations, HIV/STD, and other services rendered annually to Hewitt residents.

The current Cooperative Agreement expires on September 30, 2023. The attached amended cooperative agreement includes recommended changes to the funding level for all participating cities and the county. The amended agreement includes gradual annual increases in funding per member city. If the city chooses to join as a Funding Member, this year's contribution will be \$53,687.10 based on the population 16,026 at \$3.35 per person within the city limits for Fiscal Year 2023-2024. The City Manager must sign the designated forms by August 18, 2023.

FISCAL IMPACT:

Amount Budgeted - \$53,687.10

Line Item in Budget - 10-50409-61-00

SUGGESTED MOTION:

I move approval of the funding assessments for the Waco-McLennan County Public Health District for FY 2023-2024.

ATTACHMENTS:

1. Waco-McLennan County Public Health District Funding FY2023-2024



Waco-McLennan County Public Health District

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5450

Fax 254-750-5452

Serving the cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy Lakeview, Leroy, Lorena, Mart, McGregor, Moody, Riesel, Robinson, Ross, Waco, West, Woodway, and all areas of McLennan County.

May 23, 2023

Mayor Steve Fortenberry
City of Hewitt
200 Patriot Circle
Hewitt, Texas 76643

LYDIA,
Future Agenda
JG

Dear Mayor Fortenberry:

Over the last seventy-three years, the Health District has played a role in the health of McLennan County residents by offering childhood and adult immunizations, epidemiology and communicable disease investigations and treatment, health education, public health emergency preparedness support and other services. Health District staff strive to provide quality preventive health services so that our family, friends, and neighbors can be a part of a vibrant community where we can all live, work, and play safely.

The current Cooperative Agreement expires on September 30, 2023. The current funding level agreed to by participating cities and the county is being recommended for change by the Health Advisory Board to address the widening inequity in the District's budgeted revenue sources.

A sub-committee made up of Health Advisory Board members, participating cities and the county have met over the past year seeking a solution to the revenue inequity referenced above. The recommended change that the board approved at the April 19, 2023, Health Advisory Board meeting is a tiered increase in the contribution levels of \$0.35 per person per year for each city (from the current base of \$3.00/person), and an increase of \$0.30 per person per year for the county (from a current base of \$2.25/person), over the five-year term of the agreement. The City of Waco would continue to bear all responsibility for any additional budgetary increases and capital costs associated with the Health District's facilities. Included in this packet is information outlining the current and proposed funding assessment for the County based on the latest population figures available from the 2020 Estimates at Census.gov.

Below is an outline of what is included in the packet.

- Final version of Cooperative Agreement with Signature Page (Sign and Return)
- Health District Member Assessment Form
- Funding Choice Form (Sign and Return)

If the City of Hewitt chooses to participate as a Funding Member, the annual contribution will be \$53,687.10 based on a population of 16,026 at \$3.35 per person within the city limits for Fiscal Year 2023-2024.

Please indicate your support for the revised Cooperative Agreement, funding assessment by signing and returning the designated forms by August 18, 2023. Returned documents may be mailed to LaShonda Malrey-Horne, at the address on this letterhead. An additional copy has also been sent electronically.

I appreciate very much your review and support of preventive health services as a proven, cost-effective means to improve health status for our citizens. I would be happy to visit with you or any of the council members to discuss any questions or concerns you may have.

Sincerely,

LaShonda Malrey-Horne

LaShonda Malrey-Horne, MPH, MCHES®
Director of Public Health



Waco-McLennan County Public Health District

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5450

Fax 254-750-5452

Serving the cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy Lakeview, Leroy, Lorena, Mart, McGregor, Moody, Riesel, Robinson, Ross, Waco, West, Woodway, and all areas of McLennan County.

FUNDING FOR FY 2023-2024

City of Hewitt with a population of 16,026

Is interested in being a:

___ Non-Funding Member

___ Funding Member at \$3.35 per person

Signed by: _____

Date: _____

Print Name & Title: _____

Please return to the Health District by either fax
(254)750-5452 or by mail to:

Waco-McLennan County Public Health District
Attention: Administration
225 W. Waco Drive
Waco, TX 76707

WMCPHD COOPERATIVE AGREEMENT DRAFT									
FUNDING CITY CONTRIBUTIONS - PROPOSED INCREASE - \$0.35/CITY & \$0.30 COUNTY ANNUALLY									
OCTOBER 1, 2022 - SEPTEMBER 30, 2028									
Funding Cities	*Population 2020 Census	CURRENT FY 22-23 \$3.00	FY 23-24 \$3.35	FY 24-25 \$3.70	FY 25-26 \$4.05	FY 26-27 \$4.40	FY 27-28 \$4.75		
Bellmead	10,763	\$ 32,289.00	\$ 36,056.05	\$ 39,823.10	\$ 43,590.15	\$ 47,357.20	\$ 51,124.25		
Beverly Hills	1,878	\$ 5,634.00	\$ 6,291.30	\$ 6,948.60	\$ 7,605.90	\$ 8,263.20	\$ 8,920.50		
Bruceville-Eddy	1,413	\$ 4,239.00	\$ 4,733.55	\$ 5,228.10	\$ 5,722.65	\$ 6,217.20	\$ 6,711.75		
Crawford	887	\$ 2,661.00	\$ 2,971.45	\$ 3,281.90	\$ 3,592.35	\$ 3,902.80	\$ 4,213.25		
Gholson	1,250	\$ 3,750.00	\$ 4,187.50	\$ 4,625.00	\$ 5,062.50	\$ 5,500.00	\$ 5,937.50		
Golinda	618	\$ 1,854.00	\$ 2,070.30	\$ 2,286.60	\$ 2,502.90	\$ 2,719.20	\$ 2,935.50		
Hallsburg	419	\$ 1,257.00	\$ 1,403.65	\$ 1,550.30	\$ 1,696.95	\$ 1,843.60	\$ 1,990.25		
Hewitt	16,026	\$ 48,078.00	\$ 53,687.10	\$ 59,296.20	\$ 64,905.30	\$ 70,514.40	\$ 76,123.50		
Lacy Lakeview	6,988	\$ 20,964.00	\$ 23,409.80	\$ 25,855.60	\$ 28,301.40	\$ 30,747.20	\$ 33,193.00		
Leroy	354	\$ 1,062.00	\$ 1,185.90	\$ 1,309.80	\$ 1,433.70	\$ 1,557.60	\$ 1,681.50		
Lorena	1,785	\$ 5,355.00	\$ 5,979.75	\$ 6,604.50	\$ 7,229.25	\$ 7,854.00	\$ 8,478.75		
McGregor	5,321	\$ 15,963.00	\$ 17,825.35	\$ 19,687.70	\$ 21,550.05	\$ 23,412.40	\$ 25,274.75		
Mart	1,748	\$ 5,244.00	\$ 5,855.80	\$ 6,467.60	\$ 7,079.40	\$ 7,691.20	\$ 8,303.00		
Moody	1,376	\$ 4,128.00	\$ 4,609.60	\$ 5,091.20	\$ 5,572.80	\$ 6,054.40	\$ 6,536.00		
Riesel	1,062	\$ 3,186.00	\$ 3,557.70	\$ 3,929.40	\$ 4,301.10	\$ 4,672.80	\$ 5,044.50		
Robinson	12,443	\$ 37,329.00	\$ 41,684.05	\$ 46,039.10	\$ 50,394.15	\$ 54,749.20	\$ 59,104.25		
Ross	245	\$ 735.00	\$ 820.75	\$ 906.50	\$ 992.25	\$ 1,078.00	\$ 1,163.75		
West	2,531	\$ 7,593.00	\$ 8,478.85	\$ 9,364.70	\$ 10,250.55	\$ 11,136.40	\$ 12,022.25		
Woodway	9,383	\$ 28,149.00	\$ 31,433.05	\$ 34,717.10	\$ 38,001.15	\$ 41,285.20	\$ 44,569.25		
Est. City Total		\$ 229,470.00	\$ 256,241.50	\$ 283,013.00	\$ 309,784.50	\$ 336,556.00	\$ 363,327.50		

County	*Population 2020 Census	CURRENT FY 22-23 \$2.25	FY 23-24 \$2.55	FY 24-25 \$2.85	FY 25-26 \$3.15	FY 26-27 \$3.45	FY 27-28 \$3.75
McLennan County	260,578	\$ 586,300.50	\$ 664,473.90	\$ 742,647.30	\$ 820,820.70	\$ 898,994.10	\$ 977,167.50

*Subject to change annually
Historically non-funding

**WACO-McLENNAN COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT
FOR TERM OF 10-1-2023 TO 9-30-2028**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF McLENNAN §

WHEREAS, in 1984, the City of Waco and McLennan County executed the Waco-McLennan County Public Health District Cooperative Agreement (“Cooperative Agreement”) to reorganize and rename the Waco-McLennan County Health Unit as the Waco-McLennan County Public Health District; and

WHEREAS, in 1988, McLennan County and the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Northcrest, Riesel, Robinson, Ross, Waco, West, and Woodway, entered into an Amendment to the Cooperative Agreement to provide an effective local public health program for the residents of McLennan County as authorized by Chapter 121 of the Texas Health and Safety Code, Local Public Health Reorganization Act (“Act”); and

WHEREAS, a second Amendment to the Cooperative Agreement was entered into on October 1, 2000, by and between the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Riesel, Robinson, Ross, Waco, West, and Woodway, and McLennan County for a term that ended on September 30, 2003; and

WHEREAS, Amendments to the Cooperative Agreement were executed by the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Riesel, Robinson, Ross, Waco, West, and Woodway, and McLennan County, for the terms of October 1, 2003 through September 30, 2006, October 1, 2006 through September 30, 2009, October 1, 2009 through September 30, 2014, October 1, 2013, through September 30, 2018, and October 1, 2018 through September 30, 2023; and

WHEREAS, the members of the Waco-McLennan County Public Health District wish to execute a Cooperative Agreement and continue the operation of the District for the term of October 1, 2023, through September 30, 2028; and

NOW THEREFORE, this Cooperative Agreement (“Agreement”) is entered into on this the 1st day of October, 2023, by and between the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Riesel, Robinson, Ross, Waco, West, Woodway, and McLennan County.

ARTICLE I.
PURPOSE

- 1.1 The purpose of this Agreement is to provide an effective local public health program for the residents of McLennan County as authorized by the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code.

ARTICLE II.
DEFINITIONS

- 2.1 **Waco-McLennan County Public Health District (“District”):** A legal entity created by the Cooperative Agreement and subsequent amendments executed by McLennan County and municipalities located in McLennan County to perform any public health function that any of its Members may perform, unless otherwise restricted by law. The functions shall be performed through a department of the City of Waco and by City of Waco employees.
- 2.2 **Waco-McLennan County Public Health District Board (“Board”):** An advisory board created to provide advice to the Members and Director on matters of public health.
- 2.3 **Government Member:** Any one of the participating governmental entities that is a party to this Agreement.
- 2.4 **Government Representative:** An individual, representing a Government Member, that is appointed to the Board and has voting privileges.
- 2.5 **Community Representative:** An individual, representing a community entity or interest (including healthcare providers, school districts, colleges or universities), that is appointed to the Board and has voting privileges.
- 2.6 **Alternate Representative:** An individual, subsequently appointed by a Government Member or community entity or interested group listed in this agreement, that has voting privileges.
- 2.7 **Director:** The chief administrative officer of the District, appointed by the Waco City Manager and confirmed by a majority of the Board.
- 2.8 **Health Authority:** The Health Authority is a physician appointed under the provisions of the Act to administer state and local laws relating to public health within the District. The current Medical Consultant for the District will serve as Health Authority for the District.

ARTICLE III.
TERMS OF OPERATION

The terms of the operation of the District shall include, but not be limited to, the following:

- 3.1 Establishment.** This Agreement continues the operation of the District previously established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E “Public Health Districts” by majority vote of the governing bodies of McLennan County and the municipalities in McLennan County. The District shall remain a department within the City of Waco organization and the employees, including the Director, shall be employees of the City of Waco, not employees of the District.
- 3.2 Membership.** Any government entity (including a school district) located in McLennan County may join the District, subject to the provisions, terms, and conditions of this Agreement.
- 3.3 Duties.** The District may perform any public health function that any of its Members may perform unless otherwise restricted by law. The Members designate the District to act as their agent in all matters relating to public health in which the Members have jurisdiction and authority.
- 3.4 Boundaries.** The boundaries of the District shall be the same as the boundaries of McLennan County, Texas.

ARTICLE IV. **HEALTH BOARD**

- 4.1 Health Board.** There shall be a public health advisory board known as the Waco-McLennan County Public Health District Board (“Board”) which shall provide guidance on public health activities, including policy development for the protection and promotion of health within McLennan County, Texas.
- 4.2 Composition.** The Board shall be composed of **seventeen (17) Representatives;** Representatives. The number of Government Representatives may be increased from time to time as contemplated by section 4.2.3.1. If this Agreement terminates and is not replaced by a similar agreement, the terms of all appointments shall end upon termination of this Agreement.
- 4.2.1** McLennan County will appoint two (2) Government Representatives. Each McLennan County Representative shall have one (1) vote.
- 4.2.2** The City of Waco will appoint four (4) Government Representatives. Each City of Waco Representative shall have one (1) vote.
- 4.2.3** Government Members with a population of 3,000 or more (other than the City of Waco) shall each appoint one (1) Government Representative who shall have one (1) vote.
- 4.2.3.1** In the event a Government Member with a population of less than 3,000 reaches a population of 3,000 or more, that Government Member may appoint one (1) Government Representative who shall have one (1) vote.

4.2.4 Government Members with a population of less than 3,000 will jointly appoint up to two (2) Government Representatives, who will have one (1) vote each. In the event the number of Government Members with a population of less than 3,000 is less than five (5), such Government Members will be entitled to one (1) Government Representative who will have one (1) vote.

4.2.4.1 The Representative(s) jointly appointed by the Government Members with a population of less than 3,000 will be selected by a majority vote of the Government Members with a population of less than 3,000.

4.2.4.2 During October of the year that an election is needed, each Government Member with a population of less than 3,000 may nominate one candidate for consideration. Each nomination shall be accompanied by a brief biographic sketch of the individual that will be delivered to the Director.

4.2.4.3 The Director shall prepare a ballot with the names of the nominees listed in alphabetical order.

4.2.4.4 The Director will distribute the ballots, along with the biographical information, to the Government Members with a population of less than 3,000 **by November 10** of that year. All ballots must be returned within twenty (20) days of receipt. Ballots received after that time will not be counted.

4.2.4.5 Each Government Member with a population of less than 3,000 may cast two (2) votes for the nominee(s) and may cast its votes for any nominee(s) listed on the ballot.

4.2.4.6 The nominee(s) receiving the most votes shall be the Representative(s) to the Board to collectively represent those Government Members with a population of less than 3,000. The Director shall distribute a tabulation of the votes received by December 10 of each year. The newly elected Representatives will assume position on January 1 of the next year. The previously elected Representatives shall continue to serve until the new Representative takes office.

4.2.5 Community Representatives: The Board shall have three (3) Community Representatives.

4.2.5.1 Local Hospitals: Baylor Scott & White Medical Center – Hillcrest and Ascension Providence Hospital shall jointly appoint one (1) Community Representative to the Board who shall have one (1) vote. The method of appointment will be by providing written notification to the Director, signed by both hospitals, naming the Community Representative.

4.2.5.2 McLennan County Junior College District (MCJCD): MCJCD shall appoint one (1) Community Representative who shall have one (1) vote. The method of appointment will be by providing written notification to the Director naming the Community Representative.

4.2.5.3 Local Superintendents Forum: The superintendents from independent school districts with at least one school located within the District who are members of the Local Superintendents Forum shall appoint one (1) Community Representative who shall have one (1) vote. The method of appointment will be by providing written notification to the Director naming the Community Representative.

4.2.6 The Representatives may cast their votes on any issue pertaining to public health activities, including policy development for the protection and promotion of health within McLennan County, Texas.

4.3 Alternate Representatives: Each Government Member, community entity, or interest group listed in this agreement may also designate an Alternate Representative to appear in the place of the originally-appointed Representative if the originally-appointed Representative is unavailable to attend a meeting. The appointments shall be valid until the Government Member or the community entity or interest group gives the Director notice of a change.

4.4 Vacancies. In the event of a Representative vacancy for any reason, the unexpired term resulting from the vacancy shall be filled by the same entities and in the same manner in which the originally-appointed-Representative was appointed.

4.5 Terms. Representatives shall serve staggered three-year terms beginning on October 1 and ending on September 30, except as provided in this section 4.5.1.

4.5.1 When a new Government Member joins the District, its Representative's term effective date shall be staggered such that no more than one-third (1/3) of the terms of the Representatives expire in any one year. To accomplish such staggering, new Representatives shall have terms commencing as follows: on October 1 of the current year for those joining the District between October 1 through March 31, and October 1 of the following year for those joining the District between April 1 through September 30. In addition, if multiple new Representatives join the District in the same year, the Board may designate the initial term of the newly appointed Representative to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

4.5.2 Representatives may serve consecutive terms.

4.6 Officers. The Board shall elect a chairperson from the ranks of Government Representatives. The Board may appoint such other officers as it may deem necessary. The officers shall serve for a term of one year or as long as they remain a Representative

and are reappointed, whichever is less. An officer may be reappointed to the office the officer is holding for one-year terms upon a majority vote of the Representatives.

- 4.7 **Quorum.** A quorum for meetings of the Board shall be determined by the number of Government Representatives on the Board. At least one Government Representative more than one-half of the total number of Government Representatives on the Board must be physically present to constitute a quorum.
- 4.8 **Meetings.** Regular meetings may be held quarterly. Special meetings shall be held at the call of the chairperson or the Director. Board action shall be effective when adopted by the favorable vote of a majority of the quorum of Representatives present.
- 4.9 **Notice.** The Board shall comply with the notice and open meeting requirements of the Texas Open Meetings Act.
- 4.10 **Residency.** As required by state law, each Representative must have resided in the District for at least three years before the date of the Representative's appointment. There shall be no additional residency requirement for a Representative. Each party to this Agreement will take into consideration the individual's location of residence, location of business, location of employer, and any other association that the individual has with McLennan County when selecting an individual as a Representative for that party.
- 4.11 **No compensation.** All Representatives shall serve without compensation.
- 4.12 **Removal.** Any Government Representative may be removed without cause from the office of Representative by a majority vote of the governing body of the Government Member which originally appointed the Representative. Any Community Representative may be removed without cause from the office of Representative by notice from the entity that originally appointed the representative or by a majority of the quorum of Representatives present. Each Government Member and community entity or interested group shall provide documentation to the Director showing the appointed Government or Community Representative(s) for said Member, entity or group, to be updated as changes and/or re-appointments occur.
- 4.13 **Present to vote.** In order to cast a vote at a meeting of the Board, a Representative must be present at such meeting.
- 4.14 **Duties.** The Board shall advise the Members and Director on matters of public health.

ARTICLE V. DIRECTOR

- 5.1 **Appointment; removal.** The Waco City Manager will recommend the appointment of a Director. The Director shall be appointed in accordance with the Texas Health and Safety Code. The Board, by majority vote, must approve the appointment of the Director. By agreeing to and adopting this Agreement, the Government Members are designating the Board to perform the Members' appointment duties of a Director under the Texas Health and Safety Code.

5.1.1 The Director shall serve at the will of the Waco City Manager and may be removed only by the Waco City Manager and such removal may be without cause.

5.2 **Duties.** The Director will serve as the chief administrative officer of the District and supervise the operations and employees of the District. The Director will advise the Board and Members on matters affecting public health within the District's jurisdiction when applicable or necessary, in the judgment of the Director or the Board. The Director is an ex officio, non-voting member of the Board.

5.3 **Compensation.** The Waco City Manager shall set the compensation of the Director and the Health Authority.

5.4 **Acting Director.** Should a vacancy occur in the Director's position, the Assistant City Manager of the City of Waco whose areas of responsibility include the Health District will serve or appoint a designee as the Director until such time a new Director is appointed. A new Director shall be appointed as soon as practicable.

5.5 **Director's Delegation of Duties.** The Director, unless otherwise restricted by law, may authorize an employee of the District to act for or on behalf of the Director while the Director is absent or incapacitated.

ARTICLE VI. HEALTH AUTHORITY

6.1 **Health Authority Appointment.** The sitting Health Authority for the District shall continue to serve as the Health Authority for the District for the remainder of the Health Authority's current term. If a vacancy should occur and if the Director appointed by the Board is not a licensed physician, the Director shall appoint a licensed physician as the Health Authority, subject to approval of the Board by a majority vote. The Health Authority shall serve for a term of two years and may be reappointed for successive terms in the same manner that the original appointment was made.

ARTICLE VII. FINANCES

7.1 **Fiscal Year.** The fiscal year of the District shall be from October 1 through September 30.

7.2 **Budget.** The budget shall be prepared in a format consistent with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. After approval of the budget by the Waco City Council, the District budget will be presented to the Board.

7.3 **Financial Obligations.** The Government Members are obligated by state law to pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance.

- 7.4 **Notice of Contribution.** Not later than May 1st of each year, the Director shall send to the Board and the governing body of each Member a copy of the proposed budget and a notice of the proposed contribution by each Government Member, based on the contribution formula outlined under subsection 7.5. The proposed budget and notice of proposed contribution shall show: (a) all known and anticipated sources of revenue; (b) all proposed expenditures; (c) the proposed contribution by each Government Member; and (d) the method of calculation.
- 7.5 **Contributions.** All Government Members of the District shall annually budget for and contribute to the operating fund of the District. Contributions are payable on a quarterly basis.
- 7.5.1 Contributions for persons residing within Government Member cities shall begin at Three Dollars (\$3.00) per person for persons residing within the corporate limits of the Member city. Each year, this pro capita contribution will increase by thirty-five cents (\$0.35), so that during the fifth year of this five-year agreement (or between October 1, 2027 and September 30, 2028), each Government Member city will contribute Four Dollars and Seventy-five Cents (\$4.75) per person residing within the corporate limits of the Member city.
- 7.5.2 McLennan County shall contribute Two Dollars and Twenty-five Cents (\$2.25) for each person residing within McLennan County. Each year, this pro capita contribution will increase by thirty cents (\$0.30), so that during the fifth year of this five-year agreement (or between October 1, 2027 and September 30, 2028), McLennan County will contribute Three Dollars and Seventy-five Cents (\$3.75) for each person residing within McLennan County.
- 7.6 **Approval of expenditures; bidding requirements.** The District shall comply with the competitive bidding provisions applicable to the City of Waco. The Director may authorize expenditures of \$50,000.00 or less without additional approval where funds have been appropriated for that purpose in the District's current budget. For expenditures provided for in the approved budget that exceed \$50,000.00, approval by the Waco City Council is required. If an amendment is required in the approved budget, such amendment to the budget must be approved by the Waco City Council.
- 7.7 **Quarterly financial reports.** The Director shall provide financial reports to the Representatives and the governing body of each Member on not less than a quarterly basis. The accounting records and the financial statements of the District shall be maintained in accordance with generally accepted accounting principles for governmental entities, as promulgated by the Governmental Accounting Standards Boards (GASB). The financial reports shall include, at a minimum, a balance sheet and a statement of revenues, expenditures and other changes in fund balance, actual and budgeted

- 7.8 **Public information; records.** It is the intent of the parties to this Agreement that the records of the District shall generally be made available to the public except under those conditions where the Public Information Act or privacy laws specifically provide an exemption from the general rule that all records of governmental bodies are public records.
- 7.9 **Annual report.** Not later than January 31 each year, the Director shall send to the Members a written annual report for the preceding fiscal year. The annual report shall include a summary of the District's activities in the preceding fiscal year, a record of the attendance of each Representative at the Board meetings, recommendations for changes in the operation of the District, a financial report, and such other matters deemed appropriate by the Board.
- 7.10 **Audit.** The District shall be audited annually as a department of the City of Waco by a certified public accountant that is licensed in this state to conduct an audit of the District records and accounts and to prepare an annual financial statement. An electronic copy of the financial report from the audit shall be made available to the governing body of each Member and to the Board. Any Management Letters and responses concerning the District will be sent to the governing body of each Member and to the Board.

ARTICLE VIII.

TERM OF THIS AGREEMENT

- 8.1 **Effective date.** The term of this agreement shall begin October 1, 2023. This agreement is effective for an individual Member when approved by the governing body of that Member and signed by the appropriate officer of that Member.
- 8.2 **Term.** The District shall continue operation under this Agreement through September 30, 2028. Upon termination of this Agreement, if a new Agreement is not in place, then this 2023 Agreement will renew on a month-to-month basis until a new agreement is executed.
- 8.3 **Amendments.** This Agreement may be modified or amended during its term if the governing bodies of at least two-thirds (66%; or 14 out of 21) of the Members agree to the modification or amendment in writing.
- 8.4 **Member withdrawal.** A member may withdraw from the District by providing written notice by either certified mail or personal delivery to the Director by August 1st. Withdrawal shall be effective October 1st. A member may revoke its withdrawal by providing written notice to the Director. Revocation is effective upon receipt of the notice by the Director. Upon the effective date of the withdrawal, certain regulatory services provided by or through the Health District, such as licensing and inspection of food establishments and on-site sewage facilities, will no longer be available to the withdrawing member.
- 8.5 **Expulsion of members.** A member may be expelled by the District upon a two-thirds majority vote of the Government Representatives of the Board voting to expel that member. The expulsion process may be initiated by a petition or request signed by the

Government Representatives of at least three (3) Government members and delivered to the Director. The petition or request shall state the reasons that expulsion is sought. The member whose expulsion is sought must be provided a copy of the petition or request and given at least ten (10) days written notice (served by certified mail or by personal service on the member's Representative and chief executive officer) of the meeting at which the issue of expulsion will be considered. If the Board votes to expel the member, the Director shall give written notice by certified mail to the expelled member. There is no appeal from such action by the Board.

- 8.6 Dissolution of District.** Dissolution of the District shall occur upon a three-fourths majority vote of the Government Representatives of the Board voting in favor to dissolve. To initiate a vote on dissolution, the Representatives of at least four (4) Government members may file a petition setting forth the reason for dissolution with the Director. The Director shall forward a copy of said petition to all members of the District. If a vote is taken to dissolve and passes by the required majority, the District shall be dissolved within 180 days after such vote was passed. If a vote is taken to dissolve and fails, another vote to dissolve may not occur until after the expiration date of this Agreement.

ARTICLE IX. **MISCELLANEOUS**

- 9.1 Entire agreement; section headings; severability.** This Agreement contains the entire understanding of the parties relating to the matters contained in this Agreement or in any amendments to this Agreement. The section headings herein are for convenience and reference and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.
- 9.2 Governing law and venue.** This Agreement is governed by the laws of the State of Texas and the federal government and should be construed to carry out the intent of the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the charters, ordinances, or orders of all Government Member entities. This Agreement is performable in McLennan County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in McLennan County, Texas.
- 9.3 Authority to Sign.** By signing below:
- 9.3.1** Each individual executing this Agreement on behalf of a community entity warrants that s/he has been authorized by the community entity to execute this Agreement.
- 9.3.2** Each individual executing this Agreement on behalf of a City warrants that s/he has been authorized by the governing body of the City s/he represents to execute this Agreement.

9.3.3 The individual executing this Agreement on behalf of McLennan County warrants that s/he has been authorized by the McLennan County Commissioners Court to execute this Agreement.

9.4 **Successors and assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No Member of the District shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining Members.

9.5 **Waiver of breach; rights extinguished.** All parties herein hereby waive, forfeit, and otherwise surrender any and all remedies available at law, in equity, or otherwise to a party, including any claim or action for breach of contract, against any other party to this Agreement. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the parties herein under this Agreement.

9.6 **Release.** To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its elected officials, officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this agreement.

9.7 **Population determination.** The population of the Government Members shall be determined by the decennial census in the year the results are received. In all other years, the latest population figures available from the Texas Data Center shall determine the population of the Government Members.

9.8 **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

[The remainder of this page intentionally left blank.]

[Signature blocks on the following pages.]

THE CITY OF BELLMEAD

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF BEVERLY HILLS

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF BRUCEVILLE-EDDY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF CRAWFORD

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF GHOLSON

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF GOLINDA

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF HALLSBURG

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF HEWITT

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF LACY-LAKEVIEW

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF LEROY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF LORENA

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF McGREGOR

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF MART

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

McLENNAN COUNTY, TEXAS

By: _____
Honorable Scott Felton, County Judge

ATTEST:

By: J.A. "Andy" HARWELL, County Clerk
McLennan County, Texas

Date Signed: _____

County Clerk/Deputy County Clerk

THE CITY OF MOODY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF RIESEL

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF ROBINSON

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF ROSS

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF WACO, TEXAS

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF WEST

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF WOODWAY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: July 3, 2023

AGENDA ITEM #: 8.

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action on **Resolution No. 2023-04** accepting a new utility easement and authorizing the City Manager to execute any instruments necessary or appropriate to carry out the abandonment on behalf of the City of Hewitt.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt currently has an easement recorded in the Clerk's office file no. 2016034507 of the official public records of McLennan County, Texas for the Wal-Mart in Commerce Park. The reason this is being brought before you is that it has become necessary for Wal-Mart to relocate these utilities and therefore relocate the current location of the new utilities and easement. Therefore, the City Manager needs authorization to accept the new and abandon the old.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

I move approval of **Resolution No. 2023-04** accepting a utility easement and authorizing the City Manager to execute any instruments necessary or appropriate to carry out the abandonment on behalf of the City of Hewitt.

ATTACHMENTS:

1. Resolution No. 2023-04 Walmart Abandonment
2. Abandonment of Easement Exhibit A
3. Abandonment of Easement

RESOLUTION NO. 2023-04

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT,
TEXAS ABANDONING A UTILITY EASEMENT, ACCEPTING NEW
EASEMENT PROPERTY, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ALL NECESSARY INSTRUMENTS ON THE CITY'S
BEHALF**

WHEREAS, by Utility Easement dated October 11, 2016 Wal-Mart Real Estate Business Trust conveyed to the City of Hewitt a Utility Easement filed of record as Clerk's file no. 2016034507 of the Official Public Records of McLennan County, Texas;

WHEREAS, it has now become necessary for Wal-Mart to re-locate its utilities and, therefore, relocate the location of the existing Utility Easement; and

WHEREAS, it has now become necessary for Wal-Mart to re-locate its utilities and, therefore, relocate the location of the existing Utility Easement; and

WHEREAS, to accommodate the relocation the City will abandon the existing Utility Easement and accept from Wal-Mart new easement property in its place.

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

1. The Utility Easement on file at Clerk's file no. 2016034507 of the Official Public Records of McLennan County, Texas is hereby irrevocably ABANDONDED, and the City Manager is hereby authorized to execute any instruments necessary or appropriate to carry out the abandonment on behalf of the City of Hewitt, and to file any such instrument(s) in the Official Public Records of McLennan County, Texas; and
2. The new easement property to be conveyed by Wal-Mart Real Estate Business Trust to the City of Hewitt as the location of utilities, and which is set out in Exhibit "A" hereto, is ACCEPTED, and that the City Manager is authorized to receive or sign any instruments documenting the conveyance of the new easement and to file the same in the Official Public Records of McLennan County, Texas.

PASSED AND APPROVED this the 3rd day of July 2023.

CITY OF HEWITT, TEXAS

Steve Fortenberry, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney

EXHIBIT A

EASEMENT DESCRIPTION

0.031 ACRE

BEING a tract of land situated in the Carlos Ocampo Survey, Abstract No. 32, City of Hewitt, McLennan County, Texas and being a portion of that tract of land described as Lot 2R-1E of Block 3 Commerce Park @ I-35 Hewitt Addition, according to the document filed of record in Instrument No. 2018033803 Official Public Records, McLennan County, Texas (O.P.R.M.C.T.), and being more particularly described as follows:

BEGINNING at a point in the west line of Alliance Parkway a variable width right-of-way, same being common with the east line of said Lot 2R-1E, from which a 5/8-inch iron rod capped (stamped "KHA") found for the northmost corner of said Lot 2R-1E tract, same being for the east most corner of that tract of land described as Lot 2R-2 of Block 3, conveyed to Commerce Park @ I-35 Hewitt Addition, according to the document filed of record in Instrument No. 2014020859 (O.P.R.M.C.T.), bears North 41°11'11" West, a distance of 82.11 feet;

THENCE South 41°11'11" East, with said common line, a distance of 25.00 feet to a point for corner, from which a 1/2-inch iron rod capped (stamped "3879") found in said common line bears South 41°11'11" East, a distance of 500.20 feet;

THENCE over and across the above-mentioned Lot 2R-1E tract, the following courses and distances:

South 49°06'17" West, a distance of 54.65 feet to a point for corner;

North 40°53'43" West, a distance of 25.00 feet to a point for corner;

North 49°06'17" East, returning to the above-mentioned common line, a distance of 54.52 feet to the **POINT OF BEGINNING** and containing 1,365 square feet or 0.031 acre of land.

DANIEL R. ARTHUR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5933
400 N. OKLAHOMA DR., SUITE 105
CELINA, TEXAS 75009
PH. 469-501-2200
daniel.arthur@kimley-horn.com



20' WATER EASEMENT
LOT 2R-1E, BLOCK 3
COMMERCE PARK
@ I-35 HEWITT ADDITION
CARLOS OCAMPO SURVEY,
ABSTRACT NO. 32
CITY OF HEWITT
MCLENNAN COUNTY, TEXAS

Kimley»Horn

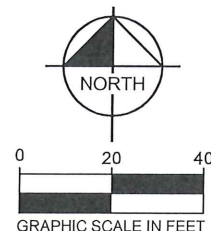
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009 FIRM # 10194503

Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SPA	MJS	6/15/2023	063363116	1 OF 2

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
O.P.R.M.C.T. = OFFICIAL PUBLIC
RECORDS, MCLENNAN
COUNTY, TEXAS



LOT 2R-2
COMMERCE PARK @ I-35 HEWITT ADDITION
LOTS 2R-1, 2R-2 AND 2R-3, BLOCK 3
INST. NO. 2014020859
O.P.R.M.C.T.

LOT 6, BLOCK 1
COMMERCE PARK @ I-35
HEWITT ADDITION
INST. NO. 2008016276
O.P.R.M.C.T.

ALLIANCE PARKWAY
(VARIABLE WIDTH
RIGHT-OF-WAY)

0.031 ACRE
1,365 SQ. FT.

P.O.B.

N49°06'17"E
54.52'

S41°11'11"E
25.00'

CARLOS OCAMPO SURVEY,
ABSTRACT NO. 32

N40°53'43"W
25.00'

S49°06'17"W
54.65'

LOT 2R-1E, BLOCK 3
COMMERCE PARK @ I-35
HEWITT ADDITION
INST. NO. 2018033803
O.P.R.M.C.T.

S41°11'11"E
500.20'

1/2" IRFC "3879"

Bearings are based on grid
north of the Texas Coordinate
System, NAD83, Central
Zone 4203. All dimensions
shown are ground distances.
To obtain a grid distance,
multiply the ground distance
by the Project Combined
Factor (PCF) of 0.999890083.

DANIEL R. ARTHUR
REGISTERED PROFESSIONAL
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CELINA, TEXAS 75009
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20' WATER EASEMENT
LOT 2R-1E, BLOCK 3
COMMERCE PARK
@ I-35 HEWITT ADDITION
CARLOS OCAMPO SURVEY,
ABSTRACT NO. 32
CITY OF HEWITT
MCLENNAN COUNTY, TEXAS

Kimley»Horn

400 North Oklahoma Dr., Suite 105
Celina, Texas 75009 FIRM # 10194503

Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	SPA	MJS	6/15/2023	063363116	2 OF 2

ABANDONMENT OF EASEMENT

Easement Holder: City of Hewitt, Texas
Address: 200 Patriot Court
Hewitt, TX 76643-4100

Easement Grantor: Wal-Mart Real Estate Business Trust
Address: 2001 S.E. 10th Street
Bentonville, AR 72716-0550

Easement Being Abandoned: A Utility Easement previously conveyed by Wal-Mart Real Estate Business Trust to the City of Hewitt by instrument filed in the Official Public Records of McLennan County, Texas at file #2016034507 dated October 11, 2016 (hereinafter "THE EASEMENT").

Abandonment: The City of Hewitt hereby irrevocably ABANDONS THE EASEMENT and any interest that it may hold therein in consideration of new easement property to be conveyed to the City by Wal-Mart Real Estate Business Trust.

Signed this ____ day of _____, 2023.

City of Hewitt, Texas

Everett "Bo" Thomas
City Manager for the City of Hewitt
as authorized by the Hewitt City Council

THE STATE OF TEXAS

§

COUNTY OF McLENNAN

§

§

This instrument was acknowledged before me on the ____ day of _____, 2023, by Everett "Bo" Thomas who attested that he executed this instrument for the purposes, consideration, and in the capacity stated therein.

NOTARY PUBLIC, STATE OF TEXAS