

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Dinner Workshop** meeting of the governing body of the City of Hewitt will be held on the **15th day of July, 2013 at 5:30 PM** in **Hewitt City Hall, 105 Tampico Drive**, Hewitt, Texas, at which time the following subjects will be discussed:

1. City Manager's update on municipal business:
 - a. Report from City Engineer including review and discussion of Capital Improvement Projects
 - b. Briefing and discussion concerning the Legislative Policy for the Administration of Boards, Commissions, and Committees
 - c. Briefing and discussion concerning overview of Fire Department operations
 - d. Briefing and discussion concerning proposed Interlocal Cooperation Agreement with Midway Independent School District
 - e. Briefing and discussion concerning preliminary FY 2013-2014 Budget
2. Review regular meeting agenda items.
3. Convene Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:
 - Pursuant to § 551.071(1)(A), consultation with Attorney regarding pending or contemplated litigation.
4. Close Executive Session.
5. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 2:00 AM PM on July 12, 2013.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

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

HEWITT TEXAS

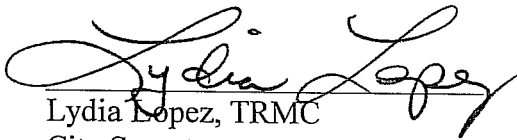
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **15th day of July, 2013 at 7:00 PM in the City Council Room at Hewitt City Hall, 105 Tampico Drive, Hewitt, Texas**, at which time the following subjects will be discussed:

1. Pledge of Allegiance to the U.S. Flag
2. Consider approval of minutes of the City Council Dinner Workshop/Regular Meeting of July 1, 2013.
3. Hear visitors on matters pertaining to city business.
4. Consider approval of a resolution establishing a policy concerning fire protection outside the city limits.
5. Consider approval of a resolution authorizing an amendment to the Waco-McLennan County Public Health District Cooperative Agreement for a term of five years to begin October 1, 2013 through September 30, 2018.
6. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 2:00 AM/PM on July 12, 2013.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

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

HEWITT TEXAS II

WORKSHOP ITEM 1 a.

HEWITT TEXAS II

CITY ENGINEER'S REPORT

July 12, 2013

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

Street Improvements:

Devonshire Street & Drainage Improvements

The contractor has excavated the detention pond on the northwest side of the Westchester Addition and has it about to final elevation. Work has started on the Devonshire street improvements, including waterline adjustments. *The contract calls for the project to be complete by August 17, 2013.*

Micro-Seal Streets

Viking Construction was planning to start work on July 8, 2013 but due to some materials issues on their Waco project, they will not start until the week of July 15, 2013.

I-35 Widening - Utility Adjustments:

Under construction; Lift Station No. 1 – The interior of the wet well is coated and mechanical/electrical work is starting. Work is continuing on the sewer and water line relocations. This project is under contract with TXDOT as is the completion timeline.

Water Utility Improvements:

Commerce Park Water Plant:

We are completing plans for the proposed elevated storage and associated plant work. This tank will be filled from the well at the McLemore Plant. Additional water supply to this plant may come from a future connection to Waco.

Wastewater Utility Improvements:

Lift Station No. 5 Replacement:

Design work is 90% complete on the plans for on the replacement of Lift Station No. 5, located adjacent to I-35 at the corner of the Fun Town RV site. This lift station is in poor condition and needs replacement. We should have the project ready to advertise for bids by the end of July.

HEWITT TEXAS II

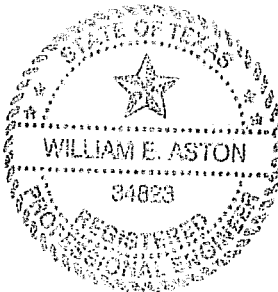
Patriot Court – Street, Drainage and Water/Sewer Utilities:

Barnett Engineering has been assisting us in the development of the construction plans for this project so that it will work with the future development of the subdivision. Construction plans are 90% complete. We are working out some details for the driveway entrances off the street to the proposed Police and Fire Building complex, along with water and sewer service locations.

We still are working to be ready to advertise for bids in July, 2013 and ask the Council for award of a contract in August, 2013, but there are still a number of details to be worked out and it is possible the project won't be out for bids until August.

By:


William E. Aston, P.E.



By:


Miles W. Whitney, E.I.T.



WORKSHOP ITEM 1 b.

***** DRAFT *****

CITY OF HEWITT

POLICY FOR ADMINISTRATION

OF

BOARDS, COMMISSIONS AND COMMITTEES

Adopted: July 6, 1987

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

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

APPLICABILITY:

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

Planning and Zoning Commission
Parks and Beautification Committee

Board of Adjustment
Library Board

PURPOSE:

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

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

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

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

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

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

TALENT POOL:

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

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

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

APPOINTMENT PROCEDURE:

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

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

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

ORGANIZATION:

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

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

CHARGES & RESPONSIBILITIES:

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

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

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

ATTENDANCE:

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

CONFLICT OF INTEREST:

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

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

TERM LIMITS:

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

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

CONTINUED SERVICE:

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

REMOVAL FROM APPOINTMENT:

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



WORKSHOP ITEM 1 d.

HEWITT TEXAS

MEMORANDUM

FROM: Adam Miles, City Manager
TO: Mayor and City Council
DATE: July 12, 2013
RE: MISD School Resource Officers



Over the past few days, city staff has continued to work with Midway ISD concerning the proposed interlocal agreement for two School Resource Officers. We have made great progress working with the school and developed a revised plan that addresses some of the concerns that have been expressed by the Council.

One of the issues that has been raised concerned having a two year contract. Part of this has to do with the up front costs involved and the concern that Hewitt has a desire for this to be a long term solution. In discussion with Midway, they too have expressed their desire for this to be a long term relationship and arrangement. One of the legal issues raised had to do with city and school contracts exceeding more than 1 year. One of the solutions we have proposed is for this to be an initial term of one year with annual renewals that would require at least a 60-day notice of intent to cancel. While this would not explicitly be a two year contract, after speaking with the school about their long term intent, we believe this is a good alternative and addresses the concern.

Generally, the school is agreeing to pay for a little over 73% of the overall cost of providing two officers. In further discussion with the school, we believe the bulk of the officer's time will be spent in Hewitt or dealing with students from Hewitt. The amount of annual funding from the school for the two SRO's is proposed to be approximately \$115,966.78.

We will have representatives from the District at the workshop to further discuss the proposed agreement. City staff is working to revise timelines for Council consideration and action in order for officers to be in place for the start of the school year.



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 15, 2013

AGENDA ITEM #: 2

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Dinner Workshop/Regular Meeting of July 1, 2013.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

MINUTES OF A CITY COUNCIL DINNER WORKSHOP/REGULAR MEETING HEWITT CITY HALL – 105 TAMPICO DRIVE July 1, 2013 - 5:30/7:00 PM

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

Staff Present: City Attorney Charlie Buenger, City Manager Adam Miles, Assistant City Manager James Barton, City Engineer Bill Aston, Engineer in Training Miles Whitney, Utilities Director James Black, Finance Director Lee Garcia, Library Director Waynette Ditto, Police Chief Jim Devlin, Deputy Police Chief Tuck Saunders, Deputy Fire Chief Lance Bracco, HR/Civil Service Director Susana Garcia-Gilmore, Planning & Community Development Director Bruce Braley, and City Secretary Lydia Lopez

Workshop – 5:30 PM

1. City Manager presented an update on municipal business:
 - a. Report from City Engineer including review and discussion of Capital Improvement Projects and future water supply
 - b. Briefing and discussion was held concerning the Legislative Policy for the Administration of Boards, Commissions and Authorities (City Manager to revise policy per Council discussion.)
 - c. Briefing and discussion was held concerning preliminary FY 2013-2014 Budget.
 - d. Briefing and discussion was held concerning water and wastewater rate.

MOTION TO RECESS DINNER WORKSHOP

A motion was made by Bill Fuller and seconded by Travis Bailey to recess the Dinner Workshop at 6:57 pm to convene the Regular Session. Note: The Regular Session was conducted and adjourned prior to reconvening the Dinner Workshop.

NOTE: The Executive Session was held after the Regular Session.

3. Convene Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:
 - Pursuant to § 551.071(1)(A), consultation with Attorney regarding pending or contemplated litigation.
4. Close Executive Session.
5. Adjourn.

REGULAR SESSION – 7:00 PM

1. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** - Mayor Passalugo led the Pledge of Allegiance.
2. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL DINNER WORKSHOP/REGULAR MEETING OF JUNE 17, 2013.** *A motion was made by Wilbert "Walky" Wachtendorf and seconded by Travis Bailey to approve the minutes as submitted but allow for additional corrections; all seven in favor, motion passed.*
3. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.**
NONE
4. **RECOGNITION OF OUTGOING MEMBERS OF THE PLANNING & ZONING COMMISSION.** Mayor Passalugo recognized Mr. Jerral Knox and Mrs. Betty Orton who served 15 years and 9 years respectively.
5. **CONFIRM CITY MANAGER'S APPOINTMENT OF LANCE BRACCO AS FIRE CHIEF FOR THE CITY OF HEWITT.** *A motion was made by Bill Fuller, seconded by Travis Bailey to confirm appointment of Lance Bracco, all seven in favor, motion passed.* Newly appointed Fire Chief Bracco was pinned by his wife Shonna.
6. **ADJOURN.** *A motion was made by Bill Fuller, seconded by Alex Snider to adjourn at 7:10 pm, all seven in favor, motion passed.*

MOTION TO RECONVENE DINNER WORKSHOP

A motion was made by James Vidrine and seconded by Ronnie McNiel to reconvene the Dinner Workshop at 7:19 pm; all seven in favor, motion passed.

- e. Briefing and discussion was held concerning solid waste services
 - f. Briefing and discussion was held concerning Animal Shelter and related issues
 - g. Briefing and discussion was held concerning proposed Interlocal Cooperation Agreement with Midway Independent School District (Staff to bring back cost projections.)
2. Review regular meeting agenda items. (Not presented)

MOTION TO RECESS DINNER WORKSHOP

A motion was made by James Vidrine and seconded by Ronnie McNiel to recess the Dinner Workshop at 8:09 pm, all seven in favor, motion passed.

EXECUTIVE SESSION – Conducted after the Regular Session

A motion was made by Bill Fuller and seconded by Ronnie McNeil to convene the Executive Session at 8:14 pm pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:

- Pursuant to § 551.071(1)(A), consultation with Attorney regarding pending or contemplated litigation.

A motion was made by Bill Fuller, seconded by Wilbert “Walky” Wachtendorf to adjourn the close Executive Session at 8:37 pm, all seven in favor, motion passed.

Adjourn. *A motion was made by Wilbert “Walky” Wachtendorf and seconded by Bill Fuller to adjourn the Dinner Workshop at 8:40 pm, all seven in favor, motion passed.*

Approved: July 15, 2013

Lydia Lopez, City Secretary

Ed Passalugo, Mayor

HEWITT TEXAS

ITEM #3 – HEARING OF VISITORS

CITIZEN PARTICIPATION AT MEETINGS

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

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

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



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 15, 2013

AGENDA ITEM #: 4

SUBMITTED BY: Lance Bracco, Fire Chief

ITEM DESCRIPTION:

Consider approval of a resolution establishing a policy concerning fire protection outside the city limits.

STAFF RECOMMENDATION/ITEM SUMMARY:

Hewitt Fire Department has historically responded to rural areas to provide fire protection. It is the intent of the Department to ensure adequate manpower, equipment and services for Hewitt residents. Conclusively, the Department has determined that it cannot sufficiently provide fire coverage for our citizens and the citizens of rural areas for the following reasons:

- When the fire department is called for service outside the city limits of Hewitt it can leave the city without coverage to its citizens.
- The City is not compensated for the wear and tear on equipment, personnel or damaged equipment used to provide services outside the city.
- Citizens of Hewitt pay for their fire protection by paying City taxes and people who live outside of the City limits receive their fire protection free of charge.

Hewitt Fire Department will continue to respond to calls for assistance based on existing mutual aid agreements, but it is recommended that we eliminate rural fire protection services. Your consideration and approval of the draft resolution is appreciated.

ATTACHMENTS:

Draft Resolution

RESOLUTION No. 2013-07-15-1

WHEREAS, the Hewitt Fire Department is committed to providing a safe community for citizens of Hewitt; and

WHEREAS, the Hewitt Fire Department has established mutual aid agreements with surrounding cities and will continue to provide assistance to those surrounding cities upon request; and

WHEREAS, the Hewitt Fire Department will not be the first responder to provide fire protection services to rural areas outside the city limits, unless there is a request for mutual aid; and

WHEREAS, the Hewitt City Council agrees that it is in the best interest of the city, its citizens and taxpayers to support this policy;

NOW THEREFORE, BE IT RESOLVED that the Hewitt City Council approves this policy change and supports the mission of the Hewitt Fire Department to provide the highest quality protection for its the citizens and taxpayers.

PASSED AND APPROVED this 15th day of July, 2013.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, TRMC
City Secretary



COUNCIL AGENDA ITEM FORM

MEETING DATE: July 15, 2013

AGENDA ITEM #: 5

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of a resolution authorizing an amendment to the Waco-McLennan County Public Health District Cooperative Agreement for a term of five years to begin October 1, 2013 through September 30, 2018.

STAFF RECOMMENDATION/ITEM SUMMARY:

In January 2013, the Public Health District Board selected a work group in which I was a member to review the Cooperative Agreement and the role of the Board. The goal was to change the focus of the Board to address public health activities versus overseeing the operation of the Health District. Most of the recommended changes approved were non-substantive. The formula for funding will remain at \$1.50 per person based on population.

The following is a list of the major changes:

- ❖ The definition of the Board was revised to reflect the purpose of the Board which is to provide guidance on public health activities, including policy development for the protection and promotion of health within McLennan County;
- ❖ Expansion of membership to include community members (Health Care, McLennan Community College and a Superintendent's forum representative) and one additional seat for McLennan County;
- ❖ Deleted the distinction between funding and non-funding members;
- ❖ Provide for one vote per representative
- ❖ Defined government and community members, and government representative;
- ❖ Changes the date of agreement – 10-01-2013 to 09-30-2018

ATTACHMENTS:

Resolution
Amendment Agreement



WACO-McLENNAN COUNTY
Public Health District

Waco-McLennan County Public Health District

Sherry Williams, RNC, WHNP, Director of Public Health

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5459

Fax 254-750-5452

sherryw@ci.waco.tx.us

June 24, 2013

Mayor Pro-Tem Wilbert Wachtendoff

City of Hewitt

P.O. Box 610

Hewitt, Texas 76643

Dear Mayor Pro-Tem Wachtendoff;

The current Waco-McLennan County Public Health District Cooperative Agreement has a term date of October 1, 2009 through September 30, 2014. A Cooperative Agreement Work Group was selected during the January 23, 2013 meeting of the Waco-McLennan County Public Health District Board to revise the current agreement. Members of the work group were Mayor Malcolm Duncan, Jr., Kevin Wilson, Mary Jo Jaska, Lydia Lopez, Mike Olsen and Larry Groth. Mike Olsen resigned from the work group prior to the first meeting. The work group met on March 17, 2013. The main changes to be incorporated in the revision were:

- Revise the definition of the Health District Board
- Expand composition of the membership to 17 to include four new seats: three Community Members (Health Care, McLennan Community College and a Superintendent's Forum representative) and one additional seat for McLennan County representation
- One vote per representative
- Review needed officers (revise Section 4.4)
- Set number for quorum
- Stipulate that alternates may be designated to attend a meeting with the right to vote in the absence of the appointed representative
- Changing of dates of the agreement
- Deletion of funding and non-funding members
- Addition and definition of government and community members, and government representative
- Sections of 4.2.4 were changed to make it easier to replace a representative for populations of less than 3,000
- Deleted part of Section 5.2 stating that the Director could negotiate and contract for receipt of funds for the District (this is not a duty of the Director)

Two copies of the revised Cooperative Agreement are enclosed. Please consider approval by your council or Commissioner's Court. Approve and sign one copy of the agreement and return by August 31, 2013, to Kelly Craine, 225 W Waco Dr., Waco, TX 76707. I will be happy to answer any questions that you, the council or Commissioner's Court may have.

Sincerely,

Sherry Williams, RNC, WHNP
Director of Public Health

City of Bellmead

City of Beverly Hills

City of Bruceville-Eddy

City of Crawford

City of Gholson

City of Golinda

City of Hallsburg

City of Hewitt

City of Lacy-Lakeview

City of Leroy

City of Lorena

City of Mart

City of McGregor

City of Moody

City of Riesel

City of Robinson

City of Ross

City of Waco

City of West

City of Woodway

McLennan County

RESOLUTION NO. 2013-07-15-2

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

That the City Manager shall be authorized to negotiate and execute an amendment to the Cooperative Agreement providing funding to the Waco-McLennan County Public Health District for the purpose of providing public health services to the citizens of Hewitt.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED this 15th day of July, 2013.

Ed Passalugo, Mayor
City of Hewitt, Texas

ATTEST:

Lydia Lopez, City Secretary

**AMENDMENT TO
WACO-McLENNAN COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT FOR TERM OF 10-1-2013 TO 09-30-2018**

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 ("1988 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 the 1st day of October 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, for the terms of October 1, 2003 to September 30, 2006, October 1, 2006 to September 30, 2009, and October 1, 2009 to September 30, 2014; and

WHEREAS, the members of the Waco-McLennan County Public Health District wish to amend the terms of the Cooperative Agreement and continue the operation of the District for the term of October 1, 2013, through September 30, 2018; and

NOW THEREFORE, this Amendment to the Cooperative Agreement ("Agreement") is entered into on this the 1st day of October 2013, 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. This Agreement amends the terms of the 1988 Agreement only to the extent that this Agreement specifically sets forth terms that are different than the terms of the 1988 Agreement. All terms, conditions, and requirements of the 1988 Agreement that are not amended remain in full force and effect. Upon the termination of this Agreement all terms, conditions, and requirements of the 1988 Agreement will control the operation of the Waco-McLennan County Public Health District.

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 employees.
- 2.2 **Waco-McLennan County Public Health District Board ("Board"):** An advisory board created to provide guidance on public health activities, including policy development for the protection and promotion of health within McLennan County, Texas.
- 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.
- 2.5 **Community Representative:** An individual, representing a community entity or interest (including healthcare providers, school districts, colleges or universities), that that is appointed to the Board.
- 2.6 **Director:** The chief administrative officer of the District, appointed by the Waco City Manager and confirmed by a majority of the Board.
- 2.7 **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**; including fourteen (14) Government Representatives and three (3) Community 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. The McLennan County Director of Health Services shall serve as one (1) of the two (2) Government Representatives of McLennan County. Each McLennan County Representative shall have one (1) vote. McLennan County may also name Alternate Government Representatives who may appear in the place of its Representative if a Representative is unavailable to attend a meeting. The

appointment shall be valid until the County gives the Director notice of a change.

4.2.2 The City of Waco will appoint four (4) Government Representatives. Each City of Waco Representative shall have one (1) vote. The appointments shall be valid until the City of Waco gives the Director notice of a change.

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. Each Government Member with one Representative may also designate an Alternate to appear in the place of the Representative if the Representative is unavailable to attend a meeting. The appointments shall be valid until the Members give the Director notice of a change.

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. Such Representative for the Government Member will 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. The appointment(s) shall be valid until the Members give the Director notice of change.

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. The appointments shall be valid until each entity gives the Director notice of change. Each community entity or interest group listed below may also appoint an alternate Community Representative who may appear in the place of its Representative if a Representative is unavailable to attend a meeting

4.2.5.1 Local Hospitals: Hillcrest Baptist Medical Center and Providence Healthcare shall jointly appoint one (1) Community Representative to the Board. The method of appointment will be by providing written notification to the Director, signed by both hospitals, naming the Community Representative and an Alternate to the Board.

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

4.2.5.3 Local Superintendent's Forum: The local group consisting of superintendents from local' forum shall appoint one (1) Community Representative. The method of appointment will be by providing written notification to the Director naming the Community Representative and an Alternate to the Board.

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 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.

- 4.4 **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.
- 4.5 **Quorum.** A quorum for meetings of the Board shall be five (5) Government Representatives.
- 4.6 **Meetings.** Regular meetings may be held quarterly. Special meetings shall be held at the call of the chairperson, a majority of the Representatives, or the Director. Special meetings may also be called by Government Representatives. Board action shall be effective when adopted by the favorable vote of a majority of the quorum of Representatives present.
- 4.7 **Notice.** The Board shall comply with the notice and open meeting requirements of the Texas Open Meetings Act.
- 4.8 **Residency.** To be eligible for appointment, a Representative must have resided in McLennan County for at least three (3) years before the date of the Representative's appointment.
- 4.9 **No compensation.** All Representatives shall serve without compensation.
- 4.10 **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.
- 4.11 **Present to vote.** In order to cast a vote at a meeting of the Board, a Representative must be present at such meeting.
- 4.12 **Duties.** The Board may authorize the performance of any function that is provided for under this Agreement and may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. The Board may not adopt a rule that is not specifically authorized by state law, conflicts with state law, or conflicts with a Member ordinance or County order.

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 current Health Authority for the District shall serve as the Health Authority for the District. 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 to 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. The budget must be approved by a majority of the Board and by the Waco City Council. Upon approval, the approved budget shall be sent to each Member.

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 be One Dollar and Fifty Cents (\$1.50) per person for persons residing within the corporate limits of the Member city.

7.5.2 McLennan County shall contribute One Dollar (\$1.00) 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 less than \$25,000.00 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 \$25,000, the purchasing procedures of the City of Waco shall be followed. 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 1 each year, the Director shall send to the Members an annual report for the preceding fiscal year. The annual report shall include a summary of the District's activities in the most recent 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. A copy of the audit, along with the Management Letter and response, 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, 2013. 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 until September 30, 2018. Upon termination of this Agreement, the 1988 Agreement entered into by the parties to this Agreement, including all terms and conditions contained therein, becomes effective as though it had never been amended by this Agreement. A copy of this executed Agreement shall be included in the minutes of the governing body of each Member to be filed with the McLennan County Clerk and the clerk of each Member.
- 8.3 **Amendments.** This Agreement may be modified or amended during its term upon written approval or written agreement of the governing bodies of each of the Members.
- 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 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.
- 9.4 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.

- 9.5 **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.
- 9.6 **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.
- 9.7 **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

(signature blocks on the following pages)

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]