

HEWITT TEXAS

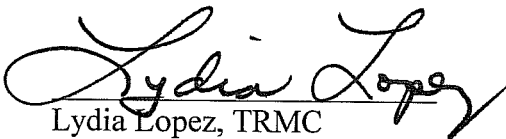
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Workshop** meeting of the governing body of the City of Hewitt will be held on the **5th day of January, 2015 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. Briefing and discussion concerning City Engineer.
 - b. Review and discussion of Capital Improvement Projects.
 - c. Briefing and discussion concerning update on Sports Complex Project.
 - d. Briefing and discussion concerning update on Park projects.
 - e. Briefing and discussion concerning solid waste services.
 - f. Briefing and discussion concerning Waco Animal Shelter.
 - g. Briefing and discussion concerning Public Safety operations – Police & Fire.
2. Convene Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
3. Close Executive Session.
4. Review regular meeting agenda items.
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 10:00 AM on January 2, 2015.

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

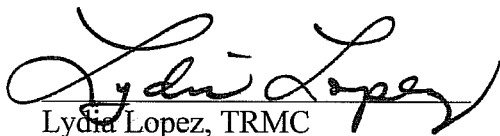
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **5th day of January, 2015 at 7:00 PM in the City Council Room at Hewitt City Hall, 105 Tampico Drive**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Pledge of Allegiance to the U.S. Flag
2. Consider approval of minutes of the Council Workshop/Regular Meeting of December 1, 2014.
3. Hear visitors on matters pertaining to city business.
4. Authorize City Manager to negotiate and execute an Interlocal Cooperation Agreement with McLennan County; receive donation from Midway ISD and authorize expenditure of funds related to an Advance Flood Warning System.
5. Authorize the City Manager to negotiate and execute the 2015 Interlocal Agreement for Household Hazardous Waste Collection.
6. Consider and take action on an ordinance of the City of Hewitt, Texas amending Chapter 78, Utilities, Section 78-1(c)(1), Payment of Rates and Charges; providing a severability clause; providing a penalty; and declaring an emergency.
7. 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 10:00 ~~AM~~/PM on January 2, 2015.

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.



COUNCIL WORKSHOP AGENDA ITEM #1.a



MEMORANDUM

FROM: Adam Miles, City Manager

TO: Mayor and City Council

DATE: January 2, 2015

RE: City Engineer

A handwritten signature in dark ink, appearing to be "AM", is written to the right of the "TO:" line.

For many years Bill Aston with Duff Engineers served as Hewitt's City Engineer. As you know over the past six years Miles Whitney, P.E. (also with Duff Engineers) slowly took over these responsibilities and at the time of Bill's retirement, the City Council named Miles Whitney as our City Engineer.

Recently, Hewitt learned that Miles is no longer associated with Duff Engineers. Effective December 31, 2014 Miles is branching off on his own and will continue to provide professional engineering services in his own practice. Miles has significant knowledge of our system and has expressed his desire to continue serving Hewitt as City Engineer.

At the same time, Hewitt has had a long relationship with Duff Engineers (primarily through Bill and Miles). Anna Adamek with Duff, has indicated her willingness to serve Hewitt in this capacity. To my knowledge, there is not a current contract with Duff, it has just been a longstanding relationship where they simply provided these services and Hewitt paid the firm for those services.

I wanted to bring this issue to your attention and gather your input as to how to proceed. Thank you.



COUNCIL WORKSHOP AGENDA ITEM #1.e



MEMORANDUM

FROM: Adam Miles, City Manager

A handwritten signature in black ink, appearing to be "AM", written over the printed name.

TO: Mayor and City Council

DATE: January 2, 2015

RE: Solid Waste Policy

Background

One of the recurring topics of discussion is solid waste and the level of service the Council wants to provide to our citizens. There are a lot of opinions about the options we have for our residents to dispose of their waste and the costs associated with our efforts. Below is an overview of current practices related to residential customers.

Right now our residential customers pay \$16.05 per month. For this amount they receive two waste containers. One blue container is for regular household trash which is picked up once a week. One green container is for specified recyclable waste which is collected once every other week. Additional containers are available for larger households for an additional fee. Allied / Republic has a franchise agreement with Hewitt to provide this level of service. The agreement we have is that Allied / Republic will only pick up waste that is in a container. In practice Allied / Republic does have discretion to occasionally pick up additional waste (ie. a customer has an extra bag or item or even after Christmas). We have right at 4,850 residential customers receiving this service.

For residential customers that have more waste than can fit into a container Hewitt and Allied / Republic have two options for customers. The first option is to bring the solid waste to our monthly brush and bulk collection day which is held every third Saturday of the month. This is provided at no extra cost to our residential customers. A lesser used option is to contact Allied / Republic directly to arrange for an additional pick-up. Allied / Republic provides an estimate of cost to the customer and if approved by the customer the waste is hauled off. A third option, not

offered by the City, would be for customers to take waste directly to a nearby landfill and pay tipping fees associated with the weight of their garbage.

Third Saturday Brush and Bulk Collection

For your reference we have included a two year summary, albeit incomplete, of the data we collect from residents using the Saturday brush and bulk collection program. The data we have includes the number of people dumping trash, the number of people dumping brush, and the total number of tons Allied / Republic reported was collected by them. We do not have a way to estimate the amount of brush that we shredded other than number of people with brush.

We implemented this program in late 2011. You can tell from the data that some months there are relatively few people utilizing the service (May 2013 for example), but there are other months where 252 people came out (May 2014). From older data, the record is still Earth Day in April of 2012. We had over 300 dumpers and collected 25.89 tons! Just comparing the past two years it appears there has been some increased usage by our residents, but overall we believe the weather and climate have more to do with the numbers than anything. From everything we see, it appears Spring and Fall have the heaviest usage. There seems to be a "Spring Cleaning" effect and depending upon the Fall weather a lot of waste generated then as well. Keep in mind that we more heavily publicize our Earth Day event in April so that skews that month a little.

Right now, our Parks and Street Crew members (and sometimes Utility Crews) check in customers at the Waste Collection Day. We provide all the brush collection and chipping (chipper, dump truck, loaders, etc...). Because this is a Saturday event (from 7 a.m. until noon) every employee is paid overtime for the time they are there. Usually our employees clock in at 6:30 a.m. and clock out around 12:30 p.m. We typically have 7 to 8 employees every Saturday. The cost to provide this service is one of the main reasons we only do this once a month. On top of that, Allied / Republic typically has two trucks available for garbage collection. They usually have two employees for each truck. They do not charge Hewitt an additional fee to provide this service at this time.

Current Issues

From time to time, there are some customers who have an excessive amount of waste. For example, this time of year some neighborhoods experience a high volume of leaves from older more mature deciduous trees. Due to the number of leaves, some residents put the leaves in bags and quickly fill their containers. When the containers are full they then place the leaves out next to the containers for Allied / Republic to pick up. This also happens during Spring when many homeowners choose to trim trees and end up with a lot of brush. The issue we have is that our agreement with Allied / Republic is that they will only pick up waste that is in a container. This leaves the customer with either the option to wait until the third Saturday or make other arrangements.

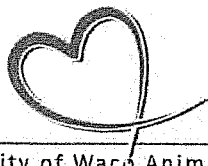
We received a few complaints that Hewitt should do more about this situation. From our perspective Allied / Republic is fulfilling their obligation to the City. Moving forward, there are many options to consider, but the most important thing to do right now is understand the policy the Council wants to establish then determine the costs associated with that policy. Pat Moriarty with Allied / Republic will be here during our workshop to discuss alternatives. From your input at this meeting we can work with Allied / Republic to propose options for your consideration at a future meeting. Thank you.

2013-14 Waste Collection Day Summary

	Date	Trash	Brush	Tons				
	4/20/13	107	112	12.12	*			
	5/11/13	23	26	NA				
	5/25/13	47	109	6.55				
	6/15/13	70	78	11.86				
	7/20/13	88	74	11.61				
	8/17/13	60	64	10.73				
	9/21/13	44	60	8.44				
	10/19/13	46	54	8.57				
	11/16/13	52	55	7.79				
	12/21/13	39	16	7.79				
	AVG 2013	58	65	9.50				
	2/15/04	65	39	5.19				
	3/15/14	101	86	15.85				
	4/19/14	120	89	12.27	*			
	5/17/14	117	135	8.31				
	6/21/14	101	135	8.31				
	7/19/14	84	148	14.09				
	8/16/14	80	110	11.44				
	9/20/14	73	94	15.27				
	10/18/14	51	61	8.71				
	11/15/14	40	45	6.67				
	12/20/14	89	67	12.60				
	AVG 2014	84	92	10.79				
	* Earth Day Event							



COUNCIL WORKSHOP AGENDA ITEM #1.f



OPENING the HEART of the COMMUNITY

Waco Animal Shelter Renovation Project

City of Waco Animal Shelter Renovation ▪ P.O. Box 2570 ▪ Waco, Texas ▪ 76702-2570 ▪ wacoanimalshelter.com

Dear Animal Shelter Partners,

The City of Waco, partnering with the Humane Society Central Texas and numerous local animal welfare organizations are undertaking a campaign to raise \$2 million to renovate our existing Waco Animal Shelter. As you may know, the shelter facility is over 50 years old and serves all of McLennan County and the City of Marlin.

Over the last two years we have worked together to make significant improvements at the shelter. The rate of live-exits has increased from less than 40% in 2012, to as high as 86% in recent months, and it's now averaging 83%. Our goal is to reach 90% live exits which will make the shelter a "No Kill" Facility. We have also reduced animal intake through our jointly-adopted spay/neuter microchip requirements and the work of the Animal Birth Control Clinic. However, our shelter will not continue to support our efforts due to age and structural condition.

A recent inspection by the State Health Department noted deficiencies that can only be corrected through major renovation. If we are to continue the positive results we have so far achieved, this project needs to be completed.

In September 2014, we established a fundraising committee to solicit contributions from individuals, businesses and foundations.

Our future plans include:

- A six month fundraising campaign
- Release RFQ for shelter design/build in May 2015
- Request City Council approval of recommended bids in July 2015
- Breaking ground on renovations in September 2015
- Project completion by March 2016
- Celebration of community no-kill status by September 2018

The City of Waco has committed \$500,000 to this great project, as well as coordinating the fundraising and promotional efforts for the remaining balance of \$1.5 million. We are also prepared to fund the design, testing, survey and site-related costs which should exceed \$200,000.

We are asking our partner cities to contribute to the project. The attached spreadsheet list all of our partner cities and allocates an equitable share (based on individual city intake) of the project as a shelter improvement fee. The proposed fee would be paid monthly over a three-year period. This fee would be in addition to the normal billing that is established in our contract and is proposed to commence in October 1, 2015. A graphic of the proposed facility is also attached.

If we can come to agreement, we would work together to develop an inter-local agreement for the three-year commitment. This would ensure access to the shelter for all contract cities. The new agreement would need to be in place by May 1, 2015, to allow the project to move forward.

Please see attached graph of contracting cities contributions and a graphic showing what each area of the proposed building's estimated costs. For more information on the project, you may visit:
<http://www.wacoanimalshelter.com>.

Sincerely,

Wiley Stem
Assistant City Manager, City of Waco
wileys@wacotx.gov
(254) 750-5640
(254) 749-6359

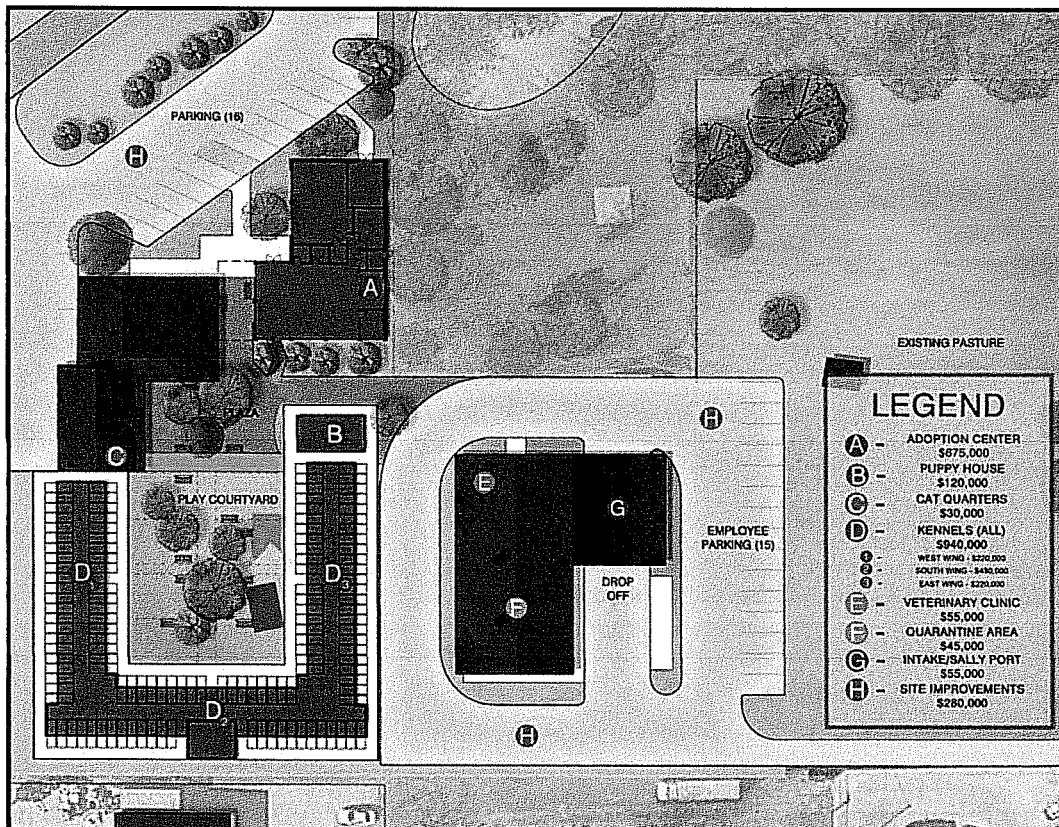


OPENING the HEART of the COMMUNITY

Waco Animal Shelter Renovation Project

City of Waco Animal Shelter Renovation ■ P.O. Box 2570 ■ Waco, Texas ■ 76702-2570 ■ wacoanimalshelter.com

	Intake	% of Intake	YR 1	YR 2	YR 3	Per Month	3 Year Total
Bellmead	272	19.6107%	15,688	15,688	15,688	1,307	47,064
Beverly Hills	82	5.9120%	4,730	4,730	4,730	394	14,190
Bruceville Eddy	2	0.1442%	115	115	115	10	345
Crawford	8	0.5768%	461	461	461	38	1,383
Hewitt	166	11.9683%	9,575	9,575	9,575	798	28,725
Lacy Lakeview	118	8.5076%	6,806	6,806	6,806	567	20,418
Lorena	10	0.7210%	577	577	577	48	1,731
Marlin	283	20.4037%	16,323	16,323	16,323	1,360	48,969
Mart	27	1.9466%	1,557	1,557	1,557	130	4,671
McGregor	152	10.9589%	8,767	8,767	8,767	731	26,301
Moody	41	2.9560%	2,365	2,365	2,365	197	7,095
Riesel	9	0.6489%	519	519	519	43	1,557
Robinson	122	8.7960%	7,037	7,037	7,037	586	21,111
West	38	2.7397%	2,192	2,192	2,192	183	6,576
Woodway	57	4.1096%	3,288	3,288	3,288	274	9,864
	1,387	100.0000%	80,000	80,000	80,000	6,666	240,000





COUNCIL AGENDA ITEM FORM

MEETING DATE: January 5, 2015

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the Council Workshop/Regular Meeting of December 1, 2014.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

MINUTES OF A CITY COUNCIL WORKSHOP/MEETING HEWITT CITY HALL – 105 TAMPICO DRIVE December 1, 2014 - 5:30/7:00 PM

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

Members Absent: Ronnie McNiel

Staff Present: City Attorney Charlie Buenger, City Engineer Miles Whitney, City Manager Adam Miles, Assistant City Manager James Barton, Fire Chief Lance Bracco, Police Chief Jim Devlin, Library Director Waynette Ditto, Finance Director Lee Garcia, HR/Civil Service Director Susana Garcia-Gilmore, Utilities Director James Black, and City Secretary Lydia Lopez

Workshop – 5:30 PM

1. Mayor Wilbert Wachtendorf called meeting to order at 5:30 PM.
2. City Manager presented update on municipal business:
 - a. Report from City Engineer including review and discussion of Capital Improvement Projects
 - b. Briefing and discussion concerning park improvements was held.
 - c. Briefing and discussion concerning backflow management program was held.
 - d. Briefing and discussion concerning upcoming events was held.
 - e. Briefing and discussion concerning Public Safety operations – Police & Fire was held.
 - f. Special presentation by Chiefs Jim Devlin and Lance Bracco. **NOTE:** Shadow boxes were presented at the end of the Regular Meeting to Council members in appreciation for their support of the new Public Safety Facility.
3. The regular meeting agenda items were reviewed.
4. Interview of prospective board member(s) was held.
5. Adjourn. *A motion was made by Council Member Bill Fuller and seconded by Mayor Pro Tem Ed Passalugo to adjourn at 6:55 PM; all six in favor.*

REGULAR MEETING – 7:00 PM

1. **CALL THE MEETING TO ORDER.** Mayor Wachtendorf called the meeting to order at 7:00 PM.

2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – Jordon Merrell, member of Boy Scout Troop #456, led the Pledge of Allegiance.
3. **CONSIDER APPROVAL OF MINUTES OF THE COUNCIL WORKSHOP/REGULAR MEETING OF NOVEMBER 3, 2014 AND SPECIAL CALLED MEETING OF NOVEMBER 20, 2014.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Travis Bailey to approve the minutes as submitted but allow for corrections; all six in favor, motion passed.*
4. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** NONE
5. **CONSIDER REAPPOINTMENTS TO THE LIBRARY BOARD OF DIRECTORS.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Bill Fuller to reappoint Eric Ames, Mary Anna Roch, Lydia Dashner, and Jerry Waltman for another two year term; all six in favor, motion passed.*
6. **CONSIDER APPOINTMENT/REAPPOINTMENTS TO THE PARKS AND BEAUTIFICATION COMMITTEE.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Travis Bailey to appoint Fred Bridger and to reappoint Robert Smith, Lloyd and Ruth Coffman for another two year term; all six in favor, motion passed.*
7. **CONFIRM CITY MANAGER'S APPOINTMENT TO THE POLICE OFFICERS' CIVIL SERVICE COMMISSION IN ACCORDANCE WITH CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE.** *A motion was made by Council Member Bill Fuller and seconded by Mayor Pro Tem Ed Passalugo to confirm the City Manager's appointment of Tom Mattern to the Police Officers' Civil Service Commission; all six in favor, motion passed.*
8. **ADMINISTER OATH OF OFFICE TO NEWLY APPOINTED MEMBERS OF THE PARKS & BEAUTIFICATION COMMITTEE AND THE POLICE OFFICERS' CIVIL SERVICE COMMISSION.** Mayor Wilbert Wachtendorf administered the oath of office to Mr. Fred Bridger, Parks and Beautification Committee, and Mr. Tom Mattern, Police Officers' Civil Service Commission.
9. **CONSIDER APPOINTMENT OF MUNICIPAL COURT JUDGE.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Travis Bailey to appoint Judge Dan Francis; all six in favor, motion passed.*
10. **CONSIDER A RESOLUTION AMENDING CITY OF HEWITT'S INVESTMENT POLICY.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Bill Fuller to approve; all six in favor, motion passed.*

NOTE: Police Chief Jim Devlin and Fire Chief Lance Bracco distributed shadow boxes in appreciation to Council members who were not able to attend the grand opening/ribbon cutting of the Hewitt Public Safety Facility.

- 11. ADJOURN.** *Motion was made by Council Member Travis Bailey and seconded by Council Member Alex Snider to adjourn the meeting at 7:14 PM, all six in favor, motion passed.*

Approved: January 5, 2015

Lydia Lopez, City Secretary

Wilbert Wachtendorf, Mayor



COUNCIL AGENDA ITEM FORM

MEETING DATE: January 5, 2015

AGENDA ITEM #: 4

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Authorize City Manager to negotiate and execute an Interlocal Cooperation Agreement with McLennan County; receive donation from Midway ISD and authorize expenditure of funds related to an Advance Flood Warning System.

STAFF RECOMMENDATION/ITEM SUMMARY:

Last Spring Hewitt and the surrounding area experienced heavy rainfall and significant flooding in certain parts of the City. One area that consistently floods is located along Flat Creek near Panther Way, Ava Street, and Panther Run Drive. During a particularly heavy rain event last May, a recent Midway graduate lost his life when his vehicle was swept off the road in high water. In an attempt to prevent a similar incident in the future, City staff and engineers reviewed several alternatives to alert passing motorists of potential flooding of roadways in the area. During this time, Debbie Woods, R.N., a Health Science Teacher at Midway High School became involved and indicated that several students were interested in donating to make this project come to fruition. Several alternative solutions were proposed. Through joint effort of all parties and input from various sources the LED flood warning sign system from High Sierra was evaluated and considered. City staff and engineers worked with Commissioner Ben Perry and other County officials to develop the system as proposed.

The project would include installation of three (3) Stand Alone Solar Powered Local Warning System with LED Embedded Warning Signs. One sign would be placed on Panther Run approaching Panther Way (located outside Hewitt). The second sign would be placed on Ava Drive approaching Panther Way (located in Hewitt). The third sign would be placed on Panther Drive as you approach Ava Drive (from Hewitt Drive - also in Hewitt). The signs would always say "Road May Flood", but more importantly, during flood events the LED lights would flash drawing the attention of passing motorists to the hazardous condition on the roadway.

The total cost of the system is \$32,070. Students at Midway I.S.D. were able to raise just over \$1,425. The remaining amount would be split with the County with Hewitt funding two of the three (2/3rds) of the total cost or \$20,430. Funds would be allocated from the City's Drainage Utility Fund. Approval of this item would authorize the Interlocal Cooperation Agreement and allocate funds for this project. Cost includes material and labor for installation.

ATTACHMENTS:

Interlocal Cooperation Agreement with McLennan County



Scott M. Felton
McLENNAN COUNTY JUDGE

P.O. BOX 1728
Waco, Texas
76703-1728

254-757-5049
Fax No. 254-757-5196

McLennan County Courthouse

December 23, 2014

Mr. Adam Miles, City Manager
City of Hewitt
P.O. Box 610
Hewitt, Texas 76643

Re: Interlocal Cooperation Agreement

Dear Mr. Miles:

Enclosed are two originals of the Interlocal Cooperation Agreement between the City of Hewitt and McLennan County for an Advance Warning System. The agreement was approved by Commissioners Court on Monday, December 22, 2014.

Please sign the agreements and mail one fully executed original to the address listed above. The second original is for your records. If you have any questions, please contact my office at 254-757-5049.

Sincerely,

Scott M. Felton
McLennan County Judge

Enclosures (2)
SF/rc

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between the City of Hewitt, Texas (hereinafter "City") and McLennan County, (hereinafter "County"), Texas.

WHEREAS, it is in the best interests of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, with regard to the project defined below, these governmental functions and services can be more efficiently provided by the City and County working cooperatively; and

WHEREAS, an Advance Warning System that advises motorists of a flooded roadway is needed to enhance the safety of McLennan County citizens, which in effect serves the public purpose of the County in protecting public health, safety and welfare; and

WHEREAS, City and County have found it advisable to enter into an Interlocal Cooperation Act agreement as authorized by Chapter 791, Government Code.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Project: Joint participation concerning flood warning signs to alert motorists along Panther Way near Panther Run. The Proposal includes the installation of three LED signs to be placed near the flood hazard areas on Panther Way. Two LED signs will be installed in the Hewitt city limits and one will be installed in the County. All three signs would have LED lights installed and will be connected to a flood gauge that will cause the lights to flash when water rises to a certain level.

Section I: County Obligation.

The County's obligation is financial participation in an amount of \$10,215.00. This amount will be paid to the City after execution of this Agreement to be held in trust by the City only for use by the City for this Project.

Section II: City Obligation.

The City is responsible to pay the portion of the Project cost not covered by the County's payment.

The City will contract for the design, purchase, and installation of the Advance Warning System. The City will oversee the Project to completion and provide updates on the progress of the Project when reasonably requested by the County.

The City will be solely responsible for routine testing and maintenance of the Project in the future, including the portion in the County. Should there arise the need for repair due to significant damage to the Project, the parties will negotiate in good faith the allocation of the cost between the parties.

Section II: Miscellaneous Terms.

- (a) Current Revenues: Performance under this Agreement by the parties is to be undertaking solely from current revenues available to the parties.
- (b) Approval of Contact: This Agreement was approved by the governing bodies of both parties.

This agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the 22ND day of DECEMBER, 2014.

CITY OF HEWITT

CITY MANAGER

ATTEST:

CITY SECRETARY

MCLENNAN COUNTY, TEXAS

Scott M. Felton
COUNTY JUDGE SCOTT M. FELTON

ATTEST:

Laurie Cook
COUNTY CLERK BY APPOINTED DEPUTY

MODEL 3485 SERIES

Advance Warning Stations

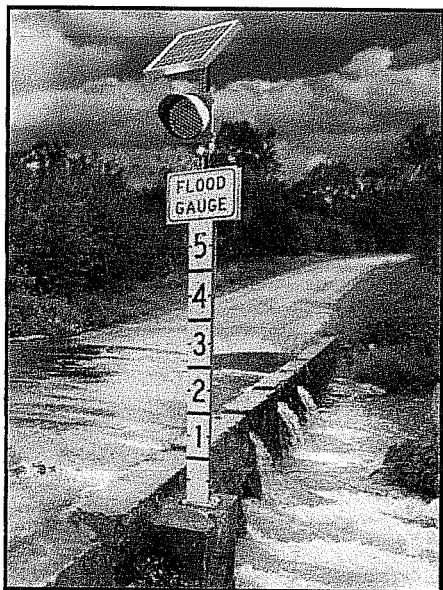
- Automatic Activation of Flashing Lights
- Choose from Three Low Cost Solutions
- Efficient, Easy Installation



PHONE: (800) 275-2080

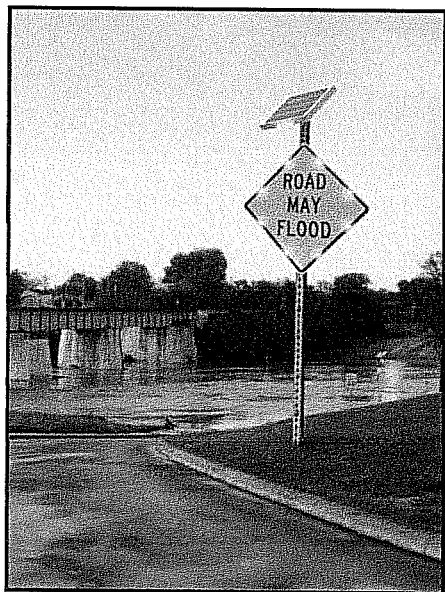
HIGH SIERRA ELECTRONICS

FAX: (530) 273-2089



The Model 3485 Series is a low cost alternative to HSE's Advance Warning System (AWS) for flooded roadways. This product series enables users to select a package from three standard configurations to automatically activate flashing beacons or an embedded LED warning sign when water on the road reaches an unsafe level. Each system is fully self-contained and operates autonomously. Activation/deactivation is automatic with local over-ride capability at each flasher site.

The Model 3485-01 offers the most affordable design for easy implementation and very little maintenance. The package utilizes a motorist staff gauge and a signal beacon to notify drivers of a potentially hazardous area. An adjustable solid-state level sensor is used to trigger the flashing beacon. All of the components that make up the Model 3485-01 are durable and meant for deployment directly in the floodplain.



The Model 3485-05 incorporates wireless RF modules for activation of flashing beacons (or an embedded LED warning sign) at multiple sites along the roadway. It uses a 2.4 GHz, Spread Spectrum technology for reliable communications. The solar powered flood detection site can be configured in the style of the Model 3485-01 flood gauge, or as a "Road May Flood" sign. Either can be provided with or without flashing beacons. Any number of remote sites can be controlled by a single flood detection site.

The Model 3485-10 is designed for networks that require Repeater capability to achieve communication between multiple sites over a greater distance. Additional stations equipped with wireless RF modules are installed at strategic locations to extend the distance between sites or to overcome obstacles. The Model 3485-10 also includes all the sensor and component options as provided in the 3485-05.

Please See Next Page for Specifications...

02-3485-00(A)

Environmental Monitoring Solutions

WEB SITE: www.highsierraelectronics.com E-MAIL: info@highsierraelectronics.com

MODEL 3485 SERIES

Advance Warning Stations



PHONE: (800) 275-2080

HIGH SIERRA ELECTRONICS

FAX: (530) 273-2089

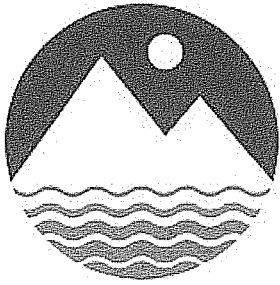
SPECIFICATIONS:

	Model 3485-01	Model 3485-05	Model 3485-10
Electronics Package Response Time Communication	1 Minute N/A	1 Minute 2.4 Ghz Spread Spectrum	1 Minute 2.4 Ghz Spread Spectrum
Sensor Type Level Sensor	Adjustable, Solid State	Adjustable, Solid State or Pressure Transducer	Adjustable, Solid State or Pressure Transducer
Radar Float Tube	N/A 2" Diameter, NC - Dual Floats	20 Meter Range; 10 Beam Angle 2" Diameter, NC - Dual Floats	20 Meter Range; 10 Beam Angle 2" Diameter, NC - Dual Floats
Assembly Construction	2" x 10' Galvanized Pole Square or Round Base	2" x 10' Galvanized Pole Square or Round Base	4" x 10-20' Galvanized or Aluminum Pole with Breakaway Base (DOT Approved)
Warning Sign	5' Motorist Staff Gauge and 18" x 12" Rectangle MUTCD-Approved	36" or 46" Diamond or Rectangle MUTCD - Approved	36" or 46" Diamond or Rectangle MUTCD - Approved
Signal Beacons	8" or 12"; Specify Amber or Red	8" or 12"; Specify Amber or Red	8" or 12"; Specify Amber or Red
Power Solar Power*	640mA; 10 Watts Regulated	640mA; 10 Watts Regulated	1.2 Amp; 20 Watts Regulated
Antenna Type Frequency Range Gain Impedance VSWR Lightning Protection Connector	Omni, Swivel 2.4 ~ 2.4835 GHz 5 dBi 50 Ohms Nominal </- 2.0 DC Ground SMA Reverse Polarity Plug & SMA Reverse Polarity Bulkhead Jack w/Oring	Omni, Swivel 2.4 ~ 2.4835 GHz 5 dBi 50 Ohms Nominal </- 2.0 DC Ground SMA Reverse Polarity Plug & SMA Reverse Polarity Bulkhead Jack w/Oring	Omni, Swivel 2.4 ~ 2.4835 GHz 5 dBi 50 Ohms Nominal </- 2.0 DC Ground SMA Reverse Polarity Plug & SMA Reverse Polarity Bulkhead Jack w/Oring
Size	8 Inches	8 Inches	8 Inches
Enclosure		26" x 17" x 16" Aluminium, Locking	26" x 17" x 16" Aluminium, Locking
Power Supply Battery	12 Volts Nominal 7 - 12 Amp Hour Gel Cell	12 Volts Nominal 12 - 40 Amp Hour Gel Cell	12 Volts Nominal 12 - 40 Amp Hour Gel Cell

02-3485-00(A)

Environmental Monitoring Solutions

WEB SITE: www.highsierraelectronics.com E-MAIL: info@highsierraelectronics.com



High Sierra Electronics, Inc.
 155 Spring Hill Drive, Suite 106
 Grass Valley, California 95945-5929
 Ph: 800-275-2080
 Ph: 530-273-2080
 Fx: 530-273-2089

Quotation

Date	Quote #
10/17/2014	141045A

N-Line Traffic Maintenance
 1800 South Loop 340
 Waco, TX 76706
 Attn: Clay Roberts

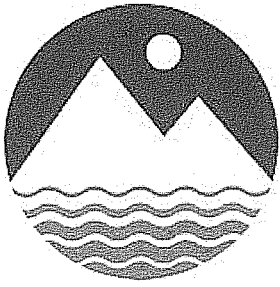
Quote Valid

60 Days

TERMS	FOB	Phone:	Fax:	Rep	Est. Ship
Net 30	Grass Valley	254-757-2278	254-757-2279	PN	4 Wks ARO

ITEM#	MODEL#	DESCRIPTION	QTY	PRICE	TOTAL
1.0		BUDGETARY ESTIMATE for Advance Warning System that advises motorists of a flooded roadway			
1.1	Equipment	Local Warning System			
		Master Water Level Monitoring Station (deployed on bank near channel/waterway). Includes Model 5721-06 Water Level Sensor, Electronics/Radio Package Mounted in NEMA-4X Enclosure, Mounting-Hardware Package with Antenna & Cable, Solar Panel with Voltage Regulator & Mounting Bracket.	1	3,200.00	3,200.00
1.2	Equipment	Stand-Alone, Solar Powered Local Warning System with LED Embedded Warning Signs. Includes Hardware Kit for 13' Pole with Break-away Base, Electronics/Radio Package in Control Cabinet, MUTCD-approved LED-embedded 36" Diamond Warning Sign, 30 Watt Solar Panel, 36 Amp Hour Battery.	3	3,735.00	11,205.00
		Subtotal			14,405.00
1.2	Project Mgmt	Project Management.	1	2,380.00	2,380.00
1.3	Site Survey	Survey of site for the purpose of denoting site preparation. Includes mobilization and daily per diem.	1	1,430.00	1,430.00

TOTAL



High Sierra Electronics, Inc.
155 Spring Hill Drive, Suite 106
Grass Valley, California 95945-5929
Ph: 800-275-2080
Ph: 530-273-2080
Fx: 530-273-2089

Quotation

Date	Quote #
10/17/2014	141045A

N-Line Traffic Maintenance
1800 South Loop 340
Waco, TX 76706
Attn: Clay Roberts

Quote Valid

60 Days

TERMS	FOB	Phone:	Fax:	Rep	Est. Ship
Net 30	Grass Valley	254-757-2278	254-757-2279	PN	4 Wks ARO

ITEM#	MODEL#	DESCRIPTION	QTY	PRICE	TOTAL
1.4	Installation	Installation by HSE Field Technicians. Includes mobilization, labor, and daily per diem. Also includes 3 sites' concrete foundation form assemblies and concrete footing base pours for the Advance Warning Systems equipment (@ \$2,500.00/ea). Subtotal	1	12,645.00	12,645.00
	Shipping	Estimated Freight Charges (actual charges billed at time of shipment)		1,210.00	1,210.00
		Out-of-State Sale, Tax Exempt			0.00

TOTAL

\$32,070.00



COUNCIL AGENDA ITEM FORM

MEETING DATE: January 5, 2015

AGENDA ITEM #: 5

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Authorize City Manager to negotiate and execute the 2015 Interlocal Cooperation Agreement for Household Hazardous Waste Collection.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is the agreement for the HHW Collection day. The city has participated in this event for the last 14 years. This year's event will be held May 2, 2015 from 9 a.m. to 3 p.m. For the proposed 2015 HHW event, Stericycle estimates the cost to be \$60-\$70 per household. The total cost of 2014 HHW Day was \$66,543 with partnering cities allocated as follows: Lacy Lakeview - \$1,261, Lorena - \$1,561, Hewitt - \$11,409, Woodway - \$14,700, and the City of Waco \$37,411. Our 2014-2015 Budget for this event is \$12,000 which is the maximum set forth in the agreement. Staff recommends approval of this item.

ATTACHMENTS:

Interlocal Cooperation Agreement

STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

**2015 INTERLOCAL AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION**

THIS AGREEMENT ("agreement") is entered into by and between the City of Waco, Texas ("Waco"), the City of Woodway, Texas ("Woodway"), the City of Hewitt, Texas ("Hewitt"), the City of Lacy-Lakeview ("Lacy-Lakeview"), and the City of Lorena ("Lorena"), acting herein by and through their duly authorized City Managers and collectively known and referred to herein as the "Participating Cities".

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties; and

WHEREAS, Texas Government Code, sec. 791.011 provides that a local government may contract with another to perform governmental functions and services, and sec. 791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code sec. 791.025 provides that a local government may contract with another local government to purchase services; and

WHEREAS, the Participating Cities desire to enter into an interlocal agreement whereby Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event ("Event"); and

WHEREAS, each city agrees to pay the cost provided in this agreement and will have representatives present at the event to monitor the number of citizens from their respective cities who bring household hazardous waste to the event, so that the representative can turn away any citizens once the city's funding limit is reached; and

WHEREAS, the participating cities mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act;

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

- A. **Environmental Damages** shall mean all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery,

and/or reuse of waste pursuant to this agreement, or the existence of a violation of environmental requirements pertaining to same, other than any imposed by Waco, and including without limitation:

1. Damages for personal injury and death or injury to property or natural resources;
2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories, and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements, including but not limited to, the preparation of any feasibility studies, ore reports, or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, other than as imposed by Waco, or otherwise expended in connection with the existence of such waste or violation of environmental requirements, including without limitation, any attorney's fees, costs and expenses incurred in enforcing this contract, or collecting any sums due hereunder; and
3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

B. Environmental requirements shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, or bureaus of the United States, states, and political subdivisions thereof (other than any imposed by Waco), and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and,
2. All requirements pertaining to the protection of the health and safety of employees or the public (other than imposed by Waco).

C. Force majeure shall include decrees of, or restraints by, a governmental instrumentality, acts of God, work stoppages due to labor disputes or strikes, failure of Waco's contractor(s) to perform pursuant to their agreements with

Waco for the conduct of the Event, fires, explosions, epidemics, riots, war, rebellion, and sabotage.

- D. Household hazardous waste shall mean any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR sec. 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste" and may also be referred to as "HHW."
- E. Participating cities shall mean the Cities of Waco, Woodway, Hewitt, Lorena, and Lacy-Lakeview.
- F. Person shall mean an individual, corporation, organization, government, governmental subdivision or agency, business trust, partnership, association, or other legal entity.
- G. Waste, depending on the context, shall refer to the material presented for collection at the event and/or the actual materials accepted at the event.

2. PURPOSE

The purpose of this agreement is to enter into an agreement between the Participating Cities whereby, subject to the terms and conditions specified below, Waco agrees to purchase the services of a household hazardous waste disposal firm and administer and supervise a regional Event that will be available to households within the corporate limits of the participating cities.

3. DUTIES OF WACO

Waco will serve as the Event coordinator and agrees to perform the following duties:

- A. Designate one of its employees to serve on the Event planning committee;
- B. Recruit its citizens to volunteer as workers at the Event;
- C. Coordinate Event advertising targeted to its own citizens as well as some advertising designed to alert citizens within all of the participating cities;
- D. Administer and supervise an Event on **SATURDAY, MAY 2, 2015** in the parking lot of the City of Waco Solid Waste Operations Center at 501 Schroeder Drive;
- E. Chair a planning committee comprised of participating cities;
- F. Provide a centrally located collection site within Waco for the Event;
- G. Employ personnel, perform administrative activities, and provide administrative services necessary to perform this agreement;
- H. Cause the Event to be advertised in the local media;
- I. Enter into a contract with a household hazardous waste disposal firm ("contractor") for the handling, collection, transportation, storage, disposal,

treatment, recovery, and/or reuse of household hazardous waste collected at the Event. Such contractor shall be required pursuant to the contract:

1. to assume generator status for the waste collected at the Event, excluding materials recycled pursuant to subsection J. below;
 2. to choose a disposal site (other than the City of Waco landfill) for the waste subject to Waco's approval;
 3. to indemnify all participating cities; and,
 4. to name all participating cities as additional insureds;
- J. Arrange for recycling vendors for used oil, used oil filters, automobile batteries, automobile tires, and anti-freeze for participating cities;
- K. Attempt to reduce the overall expenditures of the event by implementing cost saving measures that may include bulking oil-based paint and arranging for local reuse of usable latex paint;
- L. During the term of this agreement is in force, Waco shall provide appropriate documentation that funding has been committed and will be available to pay disposal, set up, and transportation costs as required by the contract with the contractor;
- M. This agreement is conditioned upon Waco funding the expenditures set forth herein in Waco's budget.

4. DUTIES OF CITIES OTHER THAN WACO

Cities participating in this Event (except Waco, whose duties are set out above) agree to perform the following duties:

- A. Designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact whom Waco may communicate with in advance of the Event.
- B. For the day of the event, provide at least three (3) adults (either volunteers or employees paid for the employing city) for each two hour shift to work at the collection site on the day of the Event. The preference is to have at least one person from the city on site throughout the duration of the event, rather than having all of the people working at the same time. At least one person present from the city shall be responsible for monitoring the number of citizens from that city who bring HHW to the Event and determine when the funding commitment per household from the city has been met. The person from the city shall then be responsible for explaining to citizens from that city why their materials cannot be accepted.
- C. Coordinate and fund advertising targeted to its own citizens related to the Event. This advertising may include such things as inclusion in water, sewer, and/or garbage bills. Such advertising shall include the type of wastes that will be accepted at the HHW Day, the requirement of proof of residency, and date, location and hours of operation.

5. RIGHT OF REFUSAL OF WASTE

Waco and its contractor shall have the right to refuse to accept waste at the Event from any individual if, in their reasonable judgment, Waco or its contractor, determine that:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other criteria established for the Event;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of any of the participating cities; or
- D. The waste or the resident presents a hazard to the Event or to persons or property at the Event.

Participating cities shall provide instructions to residents regarding preparation of the hazardous household waste materials to be brought for disposal to the Event. Details concerning acceptable disposable materials and proper preparation of disposing of such materials shall be provided by the contractor.

6. COMPENSATION

- A. Waco shall provide the participating cities with detailed statements of all expenses incurred for the Event. The sum due Waco under this paragraph shall be an amount calculated on a per household cost basis. With the execution of this agreement, each city shall provide Waco with a letter stating its level of participation in dollars. Those letters shall be attached to the executed agreement as exhibits and shall be incorporated herein as though set out in their entirety. Reimbursement of such expenses shall be paid to Waco no later than thirty (30) calendar days following receipt of said expenses by the participating cities.
- B. The above sum is based upon an estimated one-thousand (1,000) total households from the participating cities taking part in the Event, provided, if, after the conclusion of the Event, there remains unexpended, committed Event funds as set out above from participating cities, the sum agreed to be paid above shall be reduced on a pro rata basis, provided the actual cost for the number of households from the participating cities did not exceed the sum agreed to be paid above.
- C. The cost accounting provided by Waco shall include figures for the total number of households participating in the Event, the number of households from each participating city, the total waste collected at the Event, and the amount of grant funds expended for the Event.
- D. Within thirty (30) calendar days of receipt of the final invoice from the contractor, Waco shall separately account for all expenses on an itemized basis and shall provide a final accounting of the pro rata share of expenses of all participating cities.

7. WAIVER OF CLAIMS

- A. **Waiver of Claims:** Each of the Participating Cities agrees to waive any and all claims against the other Participating Cities to the extent of the liability limits under the Texas Tort Claims Act, as amended.
- B. **Environmental Waiver**
1. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the other Participating Cities and their officers, agents, employees, and volunteers, against any and all environmental damages resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse, by any person, of waste which was collected pursuant to Event.
 2. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the Participating Cities and their officers, agents, employees, and volunteers, against any and all violations by any person of any environmental requirements pertaining to the handling, collection, transportation, storage, disposal, treatment recovery, and/or reuse of waste collected pursuant to the Event.
 3. Participating cities recognize that it will not be practical to distinguish between the HHW collected at the Event once the waste has been aggregated. They further recognize that it is necessary to create an equitable allocation of liability among the Participating Cities for the waste collected at the Event. Therefore, the Participating Cities agree that the allocated liability of each of the Participating Cities under this paragraph (B) shall be calculated as follows:
 - (a) The actual number of a participating city's households contributing waste to the Event divided by the actual number of total households contributing waste to the event = X percent.
 - (b) Participating Cities' Allocated Liability = X percent multiplied by the total volume of waste collected at the Event.
- C. The individual obligation of each participating city under this agreement shall be limited to the burden and expense of defending only itself against all claims, suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due and owing against the said respective city.

8. IMMUNITY

It is expressly understood and agreed that, in the execution of this Contract, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this agreement are a governmental function.

9. FORCE MAJEURE

A delay or failure of Waco to perform services pursuant to this agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Waco and not due to its gross negligence. Waco will make reasonable efforts to reschedule the Event if possible with the Contractor and the Participating Cities. The Participating Cities shall not have, and hereby waive, any and all claims whatsoever for any damages resulting from delays or failure to perform caused by a force majeure event.

10. TERMINATION

The participating cities shall each have the individual right to terminate this agreement upon thirty (30) calendar days written notice to the other participating cities, but such termination shall apply only to that participating city giving such written notice.

11. NOTICE

Any notice given under this agreement shall be delivered to those listed in Attachment "A," incorporated by reference herein for all intents and purposes.

12. ENTIRETY

This agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

13. SEVERABILITY

In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. VENUE

Should any action arise out of the terms and conditions of this agreement, venue for said action shall be in McLennan County, Texas.

15. AUTHORITY

This agreement is made by the participating cities as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

16. AUTHORIZATION

The undersigned officers and/or agents of the participating cities hereto are properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

EXECUTED in multiple counterparts, each intended as an original.

[Remainder of page intentionally left blank]

CITY OF WACO, TEXAS

By: _____
Dale A. Fisseler, P.E., City Manager

ATTEST:

Patricia W. Ervin, City Secretary

Date Signed: _____

APPROVED AS TO FORM & LEGALITY

Jennifer Richie, City Attorney

[Remainder of page intentionally left blank]

CITY OF WOODWAY

By: _____
Yost Zakhary, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF HEWITT

By: _____
Adam Miles, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF LORENA

By: _____
Billy Clemons, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

CITY OF LACY-LAKEVIEW

By: _____
Keith Bond, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

Exhibits

Letters from cities stating their level of participation in dollars

Woodway

Hewitt

Lorena

Lacy Lakeview



COUNCIL AGENDA ITEM FORM

MEETING DATE: January 5, 2015

AGENDA ITEM #: 6

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider and take action on an ordinance of the City of Hewitt, Texas amending Chapter 78, Utilities, Section 78-1(c)(1), Payment of Rates and Charges; providing a severability clause; providing a penalty; and declaring an emergency.

STAFF RECOMMENDATION/ITEM SUMMARY:

This proposed ordinance makes a minor correction to wording regarding disconnection of service for nonpayment. Current wording reflects disconnection of service will occur if bill is not paid by 5:00 p.m. of the 21st day of the month; however, it should state the 21st day after the date of billing. Staff recommends approval of this ordinance.

ATTACHMENTS:

Draft Ordinance

ORDINANCE NO. 2015-01-05-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS; AMENDING CHAPTER 78, UTILITIES, SECTION 78-1(c) (1), "PAYMENT OF RATE CHARGES" OF THE CITY OF HEWITT, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION I

That Chapter 78, UTILITIES, Section 78-1(c) (1), is hereby amended to read as follows:

(c) Interruption of service.

(1) Disconnection of service for nonpayment. If by 5:00 p.m. of the 21st day after the date of billing, the customer fails to pay his bill, water superintendent shall be authorized to cause all services to be discontinued or terminated.

SECTION II

That if any provision of this ordinance is found by a Court of competent jurisdiction to be invalid, unconstitutional or unenforceable, or if the application of this ordinance to any person or circumstances is found to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid, unenforceable or unconstitutional provisions or application.

SECTION III

That all ordinances, codes, regulations, policies and guidelines of and in the City of Hewitt, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV

That it is hereby officially found and determined that the meeting at which this ordinance 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 by law.

PASSED AND APPROVED this 5th day of January 2015.

CITY OF HEWITT, TEXAS

Wilbert Wachtendorf, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED:

O. Charles Buenger, City Attorney