

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

June 4, 2018

Workshop/Regular Meeting – 6:30 PM/7:00 PM

CITY HALL, 200 PATRIOT COURT

HEWITT, TX 76643

MAYOR AND CITY COUNCIL

Ed Passalugo – Mayor, Ward 3

Steve Fortenberry – Mayor Pro Tem, Ward 3

Travis Bailey – Council Member, Ward 1

Wilbert Wachtendorf – Council Member, Ward 1

Bill Fuller – Council Member, Ward 2

James Vidrine – Council Member, Ward 2

Kurt Krakowian – Council Member At-Large

CITY STAFF

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

Lydia Lopez, City Secretary	Jim Devlin, Police Chief
Lee Garcia, Finance Director	Lance Bracco, Fire Chief
Waynette Ditto, Library Director	Katie Allgood, Managing Director
Tracy Lankford, Community Dev. Director	Tuck Saunders, Assistant Police Chief
Kevin Reinke, Utilities Director	

HEWITT TEXAS

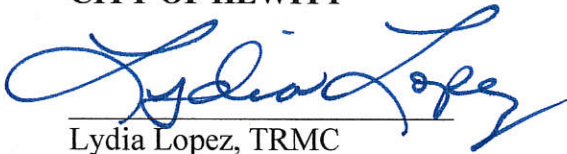
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Workshop** meeting of the governing body of the City of Hewitt will be held on the **4th day of June, 2018, at 6:30 PM in Hewitt City Hall, Council Workshop Room, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call meeting to order.
2. City Manager's update on municipal business:
 - a. Report from City Engineer
 - b. Briefing and discussion concerning Waco Animal Shelter.
 - c. Briefing and discussion concerning financial reports.
 - d. Briefing and discussion concerning Interlocal Agreement with Midway ISD for School Resource Officers.
 - e. Briefing and discussion concerning Public Safety operations – Police & Fire.
3. Review of the regular meeting agenda.
4. 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 11:30 AM/PM on June 1, 2018.

CITY OF HEWITT



Lydia Lopez, TRMC
City Secretary

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 **4th day of June, 2018, at 7:00 PM in the City Council Chambers at Hewitt City Hall, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Consider approval of minutes of the City Council Workshop and Regular Meeting of May 7, 2018.
4. Hear visitors on matters pertaining to city business. *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*
5. Consider award of bid for 2018 – Panther Way Pavement Markings Improvements to Waco Paving, Inc., in the amount of \$65,923.08.
6. Consider and act upon the extension of the Municipal Depository agreement with Independent Bank for the last one-year extension under the same terms and conditions, expiring in June 30, 2019.
7. Consider and take appropriate action concerning amendments to the Waco-McLennan County Public Health District Cooperative Agreement, providing for environmental health fees, providing for member assessments of \$1.80 per resident.
8. 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 11:30 AM/PM on June 1, 2018.

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 #2.a

HEWITT TEXAS

CITY ENGINEER'S REPORT

May 31, 2018

2015 Bond Projects:

Lift Station No. 5 Removal

Currently, we are working towards getting easements.

IH - 35 Waterline

- Phase 2; Sun Valley to Flat Rock Trailers
 - Plans to be submitted to TxDOT for permitting shortly, pending Lift Station No. 5 issues.

Sun Valley Rd.; Waterline Bores.

Pre-Construction meeting was held, contractor should be beginning work shortly.

2018 Street Improvements; Slurry Seal

Contract documents have been executed. Should be holding a pre-construction project shortly.

Alamo Lift Station (Lift Station No. 7)

Will provide update at meeting, if any.

Drainage

209/213 Cross Country Drainage Improvements

Pre-Construction meeting was held, contractor should be beginning work shortly

Old Temple Rd; Phase 2

Working on final items remaining. I anticipate holding a final walkthrough within the coming month.

Ritchie Road Improvements; (From Warren Dr. to Park Place Dr.)

We are finalizing plans.

HEWITT TEXAS

CITY ENGINEER'S REPORT

May 31, 2018

Hewitt Dr. and Panther Way

Bids were received. You should find the bid tabulations and my letter of recommendations with in your Council packet.

Sierra Slope / Angel Fire Intersection Repair

Contract documents are being executed.

Plant No. 1; Chemical Disinfectant Building; (Community Services)

Working towards finalizing these plans, so that we can submit them to TCEQ for their review.

Street Condition Report

Will discuss as needed.

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL WORKSHOP AGENDA ITEM #2.b



Inspection Services

Post Office Box 2570 • Waco, Texas 76702-2570 • www.Waco-Texas.com
Code Enforcement (254) 750-5970 • New Construction (254) 750-5612

May 30, 2018

Greetings All,

The City of Waco is finalizing the Animal Shelter Budget for FY2018-19. The attached spreadsheet provides more detail as to the projected expenses for each city (and McLennan County) that shares in the shelter's costs based on our Interlocal Cooperation Agreement. Intake from the county and each city from May 1, 2017 through April 30, 2018 are calculated based on the percentage of total intake. In an effort to ensure transparency and accountability, we are including with this letter a spreadsheet of your City's intake to the shelter. Please review it for accuracy. The intake listed on the spreadsheet is only animals brought to the Shelter by your respective ACO's. Animals brought to the Shelter by citizens are not included in the intake listed in the spreadsheet. We have removed expenses exclusive to Waco and deducted revenues to arrive at the net operating expenses. **Please note that we will begin billing 1/12 of the total amount beginning October 2018. The 1st invoice for the FY2018-19 amount will be mailed the 1st week of November 2018.**

This year has been very busy especially since the new shelter opened in October 2016. Dr. Epps is the Animal Shelter Administrator and has provided much needed experience and leadership to the shelter operations. With the help of our shelter partners and specifically the Humane Society Central Texas (HSCT), **the shelter has been able to sustain a live exit rate above 90%.** Remember that only a few short years ago the shelter's live exit rate was less than 40%.

To our Partner Cities, we value and appreciate all you've done to assist us and all of our citizens. This partnership has ensured that each city does not have to tackle this difficult problem on their own. There is never time to rest, as spring and summer are notoriously busy with the influx of puppies and kittens. The Animal Shelter is taking in nearly 25 animals per day. All of these animals are examined, vaccinated, dewormed and housed for the required 72 hours before being placed for adoption, rescue or foster. The Shelter has hired an additional Veterinarian to assist in spay and neuter surgeries. The goal is for all of these surgeries to occur in-house at the shelter and no animals having to be transported offsite for surgery. The health of the animals we care for and have available for adoption is the key to maintaining our live-exit rate.

Here is some additional information of the value you're receiving by utilizing the Waco Animal Shelter.

- Spay and neuter surgeries performed in-house.
- Allows partner cities to drop off animals in a safe environment.
- We need our partners assistance to maintain a safe and healthy Shelter.

- The average cost per animal is \$362.00.
- Waco's innovative ordinance in mandatory spay/neuter, microchip and the Animal Birth Control (ABC)'s partnership with Waco is essential in accomplishing our goals.
- Even though we have maintained a no-kill status, we are not a no-kill shelter. We are open admission. An active community in animal adoptions and fosters is the key to maintaining success. Adopt don't shop!

Please note, that although you may see an increase in your portion of the budget, the contract formula establishes an equal distribution of the net operating expenses.

If you or any of your elected officials, staff or citizens should have questions, please contact me. I would be pleased to arrange a meeting to discuss our budget and operations as well as our continued plans for improvements.

We truly appreciate your support of our community's animal shelter and our goal of operating a highly effective regional animal shelter. Please respond to this email so that I will know you have received the attached information.

Sincerely,



Randall R. Childers, CBO
Inspection Services
City of Waco
(254) 750-5671
randyc@wacotx.gov

Animal Shelter

Proposed FY 2018-19 Budget as of 05/07/18

Less Spay/Neuter expense	1,581,130
	(166,000)
	<u>1,415,130</u>
Less Animal Shelter Fees	(58,210)
Net Costs to be Shared	<u><u>1,356,920</u></u>

	Intake		Annual cost per City	Monthly cost per city
Bellmead	215	5.7379%	77,858	6,488
Beverly Hills	53	1.4145%	19,193	1,599
Bruceville Eddy	34	0.9074%	12,313	1,026
Crawford	8	0.2135%	2,897	241
Hewitt	95	2.5354%	34,403	2,867
Lacy Lakeview	78	2.0817%	28,247	2,354
Lorena	15	0.4003%	5,432	453
Marlin	166	4.4302%	60,114	5,010
Mart	38	1.0141%	13,761	1,147
McGregor	57	1.5212%	20,642	1,720
Moody	15	0.4003%	5,432	453
Riesel	4	0.1068%	1,449	121
Robinson	98	2.6154%	35,489	2,957
Waco	2,827	75.4470%	1,023,756	85,313
West	7	0.1868%	2,535	211
Woodway	37	0.9875%	13,399	1,117
Total Contract Cities ACO intake	3,747	100.0000%	1,356,920	113,077

McLennan County

140 Billed at \$75 per animal brought to the Shelter

Total ACO intake

3,887

Monthly Intake from May 1, 2017 to April 30, 2018

	May '17	June '17	July '17	Aug '17	Sep '17	Oct '17	Nov '17	Dec '17	Jan '18	Feb '18	March '18	April '18	Total
Bellmead	18	17	16	21	25	27	15	13	25	14	13	11	215
Beverlyhills	5	5	7	2	6	6	3	3	2	1	6	7	53
Bruceville-Eddy	1	0	0	0	11	8	6	1	0	2	5	0	34
Crawford	1	1	0	3	0	1	1	1	0	0	0	0	8
Hewitt	15	11	13	14	3	6	6	4	8	3	6	6	95
Lacey-Lakeview	5	13	6	3	9	3	8	3	7	5	7	9	78
Lorena	1	1	1	5	2	2	1	0	0	0	1	1	15
Marlin	7	5	13	17	17	5	11	26	24	4	14	23	166
Mart	0	0	4	0	0	5	9	1	4	2	4	9	38
McGregor	4	7	3	7	15	4	1	3	7	0	4	2	57
Moody	1	0	0	3	0	0	1	1	3	1	1	4	15
Riesel	0	1	0	1	0	0	1	0	0	0	1	0	4
Robinson	11	23	4	5	6	13	6	5	7	6	7	5	98
West	0	1	0	0	0	2	1	0	1	0	0	2	7
Woodway	6	1	2	3	0	1	10	0	3	7	0	4	37
Waco	342	327	236	223	241	284	198	169	183	214	210	200	2827
Total	426	424	314	314	347	382	287	242	284	262	304	301	3747
McLennan County	9	11	9	7	12	15	9	12	10	3	25	18	140

Total ACO Intake

3887



COUNCIL WORKSHOP AGENDA ITEM #2.d

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

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between Midway Independent School District (Midway ISD), a political subdivision acting through its Board of Trustees, and the City of Hewitt (hereinafter referred to as "Hewitt," or the "City" individually, and together, the "Cities"), each political subdivision acting through their respective City Councils. Collectively Midway ISD and the Cities may be referred to as the "Parties".

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, Midway ISD is a public school district with campuses located within the jurisdictional boundaries of each of the Cities where the respective Cities presently operate a Police Department; and

WHEREAS, Section 37.081 of the Texas Education Code authorizes Midway ISD to commission peace officers to provide necessary security and protection to its school children and the employees who serve them, as well as determine the jurisdiction of such peace officers; and

WHEREAS, each City has equal rights to determine which agencies have authority in its respective jurisdiction; and

WHEREAS, Midway ISD and the Cities each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Midway ISD and the Cities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

ARTICLE 1: SERVICES TO BE PROVIDED

- 1.1 The Cities hereby authorize their respective Chiefs of Police (Chiefs) to appoint and assign one or more appropriately licensed and commissioned law enforcement officer to be employed full-time by each City and called to duty by the applicable Chief to provide enhanced law enforcement services as a School Resource Officer (SRO) for Midway ISD during the active school year, which generally encompasses 180 days during each calendar year. Officers may also be assigned to work at school events on other days, with the total number of days worked not to exceed 190 days per school year.
- 1.2 While school is in session, the Cities will each assign one or more SROs to one or more schools in Midway ISD on a full-time basis, forty (40) hours each work week, according to the daily schedule agreed upon by the applicable Chief and the Midway ISD Superintendent's designee, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

- 1.3 The Parties agree that every effort should be made to schedule and/or designate SRO vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SRO's absence will not otherwise create an unnecessary risk or hamper school operations. SROs will coordinate vacation hours with the Midway ISD Superintendent's designee.
- 1.4 Should any officer assigned as an SRO during the active school year be absent for more than five consecutive school days, the applicable Chief will assign a suitable replacement whose training is acceptable to both Parties.
- 1.5 The SRO shall follow the policies and procedures of Midway ISD to the extent those policies do not conflict with the policies and procedures of the Cities or applicable Chiefs.
- 1.6 The SRO will consult with the Midway ISD Superintendent and other Midway ISD administrative staff in carrying out his/her day-to-day duties as an SRO. The applicable Chiefs retain final authority over their respective SRO's law enforcement responsibilities.
- 1.7 The duties, schedule, and responsibilities of the SRO on days when school is not in session shall be determined solely at the discretion of the applicable Chiefs.
- 1.8 The duties to be performed by the SRO include, but are not limited to, the following:
 - a. Patrolling areas within or in the vicinity of the geographical boundaries of Midway ISD to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs shall be performed with the use of City-owned vehicles;
 - b. Being a visible presence during the school day in order to assist the Midway ISD administration with general public safety services during school hours;
 - c. Helping Midway ISD administrators maintain the peace and/or address a breach of the peace as needed;
 - d. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Midway ISD policies and rules that pertain maintaining a safe and orderly school environment, including, but not limited to, intervening in and investigating alleged crimes or violations of Midway ISD rules that pertain to maintaining a safe and orderly school environment, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Midway ISD policies and rules that are strictly personnel or student discipline matters and non-criminal in nature will only be assigned to the SRO for investigation at the specific direction of the Midway ISD Superintendent's designee and with approval of the respective Chief;
 - e. Responding to calls for services during the course of the regular school day or when serving in support of an official Midway ISD extracurricular or after-school activity;
 - f. Assisting in providing security as needed for after-hour activities and events taking place at Midway ISD facilities;
 - g. Assisting with student truancy, including detaining or escorting a student alleged to have

violated Chapter 25 of the Texas Education Code;

- h. Mediating disputes on campus that could otherwise impact the safe and orderly school environment, including working with students to help solve disputes in a non-violent manner;
- i. Accompanying outside service providers, upon request, as the service provider conducts random canine searches on Midway ISD property;
- j. Preventing property loss due to theft or vandalism;
- k. Providing traffic control as needed;
- l. Assisting Midway ISD with its Emergency Operation Plan;
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Midway ISD;
- n. Providing training for staff as requested by the Midway ISD Superintendent's designee;
- o. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws;
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act;
- q. Preparing reports and documentation related to law enforcement events occurring within the geographic boundaries of Midway ISD; and
- r. Performing other duties that may be assigned from time to time by their applicable Chief in consultation with the Midway ISD Superintendent's designee.

- 1.9 No assignment, task, or function shall be imposed on the SRO by Midway ISD that would violate or jeopardize the officer's sworn oath, conditions of licensure, or departmental regulations; however, each officer is responsible for disclosing to appropriate Midway ISD personnel his/her opinion that such assignment, task, or function would have such an effect.
- 1.10 Circumstances constituting an immediate threat to public safety may be dealt with by the SRO consistent with his/her training and responsibility as a peace officer.
- 1.11 The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of Midway ISD shall be at the discretion of Midway ISD, provided that in the event the SRO observes any event, matter or action that appears to constitute a violation of any local, State or Federal penal or criminal law, then, in such event, the investigation of and decision to file charges on any such event shall be made by the SRO.
- 1.12 When the SRO takes a person into custody in the course of performing his/her duties on behalf of Midway ISD under this Agreement, Midway ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

- 1.13 To the extent permitted by applicable law, the SRO shall report to Midway ISD information obtained during the investigation of any reported incident involving a Midway ISD student or employee for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.
- 1.14 Changes in the total number of officers to be assigned hereunder or the total cumulative number of hours to be worked shall be determined by mutual consent of the Parties in writing as part of the annual review of this Agreement or at any other time as mutually agreed between the Cities and Midway ISD in writing.

ARTICLE 2: GENERAL DUTIES & RESPONSIBILITIES

- 2.1 The Cities agree to perform any obligations required to maintain their SRO as a commissioned police officer with their respective police departments with full Texas peace officer status; including but not limited to, providing the SRO with any and all continuing training necessary to maintain his/her TCLEOSE certification.
- 2.2 SROs assigned to Midway ISD shall be subject to the approval of the Midway ISD Superintendent or designee. Midway ISD understands that the Chiefs of Police may rotate or change any officer assigned to serve as an SRO; provided, however, that Midway ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer. In approving or rejecting the assignment of an SRO, Midway ISD will not base its decision on the SRO's race, color, national origin, sex, religion, age, disability, or genetic information.
- 2.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Midway ISD and while on any property under the control and jurisdiction of Midway ISD or otherwise in the performance of his/her duties under the guidelines of Midway ISD policies and regulations.
- 2.4 The Cities will authorize their respective SRO to carry a weapon and act as a peace officer at all times, so long as the employee is acting under his/her official capacity. Likewise, Midway ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Midway ISD. When not on duty as an SRO, the officer's right to carry a firearm will fall back under provisions and rules set forth by TCLEOSE and the Cities.
- 2.5 As a City employee, any disciplinary action taken against the SRO shall follow the policy and procedure of the applicable City. Nothing herein shall change the employment status that the SRO occupies with the applicable City.
- 2.6 Midway ISD will report student misconduct to each City Police Department in accordance with Texas Education Code § 37.015.
- 2.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Midway ISD agrees to provide the SRO with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Midway ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Midway ISD Policy FL (local) for purposes of access to student records.

- 2.8 Midway ISD will include the Chiefs of Police or his/her designees as a member of the Midway ISD School Safety and Security Committee.
- 2.9 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 2.10 The Parties recognize that the services to be provided by each City may be limited to the extent that said services conflict with or compromise the respective Chief's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Midway ISD and one of the Cities, the applicable City policy shall prevail.
- 2.11 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 2.12 Nothing in this Agreement prevents Midway ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.
- 2.13 The Chiefs of Police of the participating Cities will work together with the designee of the Midway ISD Superintendent to create a Memorandum of Understanding regarding uniform procedures to facilitate the interaction of the City Police Departments and the ability of the respective Police Departments to assist one another in providing SRO and related services to all of the school campuses within Midway ISD.

ARTICLE 3: FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 3.1 The Cities shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the respective City. The Cities shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 3.2 For the purpose of subsidizing the expenses incurred by the Cities in the employment and retention of an SRO to provide services on all Midway ISD campuses, Midway ISD agrees to pay the Cities for the salary, employer share of payroll taxes, benefits, applicable overtime, and personnel services of the SROs performed under this Agreement.
- 3.3 Midway ISD will pay for any additional SRO training it may require unrelated to TCLEOSE training requirements.
- 3.4 The Cities will provide Midway ISD with a quarterly invoice for the salary, employer share of payroll taxes, benefits, overtime, and personnel services of the SRO due at least ten (10) business days prior to each payment date. Midway ISD will pay all invoices within thirty days out of current revenue funds.
- 3.5 The Cities shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the Cities shall promptly provide

Midway ISD with access to all time calculation records maintained by the Cities for any SRO services provided pursuant to this Agreement.

- 3.6 Overtime hours that relate to SRO duties must be authorized and approved by the Midway ISD Superintendent's designee prior to the performance of the overtime work unless there is an emergency situation or the officer is in the process of transporting a student in which case no such prior approval is required. Overtime work will be paid in accordance with procedures established by the respective City. The Parties will periodically review overtime worked to determine whether procedures need to be developed to control overtime or whether other adjustments are needed.
- 3.7 The Parties agree to adjust and/or re-compute the payments herein at such times as are convenient and necessary when the circumstances and conditions exists making such adjustments necessary and desirable to accomplish the objectives of this Agreement.
- 3.8 The Parties agree to provide the following equipment and materials to the SRO:
 - a. At its own cost, each City shall furnish its respective SRO with all equipment routinely assigned to law enforcement personnel who serve the respective City. Each City will maintain and service all equipment used by the SRO in providing services to Midway ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the respective City law enforcement personnel in the performance of their duties.
 - b. Each City will provide its SRO with an appropriately marked patrol vehicle designating law enforcement services being performed under authority of the respective City for use in his/her SRO duties, but not for personal use. Midway ISD will reimburse the Cities for fuel costs incurred in the SRO's performance of duties on behalf of Midway ISD.
 - c. Midway ISD will provide each SRO with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Each City will provide the SRO with access to its Police Department facilities as needed to conduct police business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation.
- 3.9 Subject to the maximums set out in the attached summary of Cost Calculations at Exhibits A and B, the amount Midway ISD is to pay to each City for services under this Agreement shall be based on an annual budget agreed to by Midway ISD and each City, and shall be paid in quarterly installments based on actual expenditures incurred each year this Agreement is in effect.

ARTICLE 4: RELATIONSHIP BETWEEN THE PARTIES

- 4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Midway ISD and the Cities shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 4.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 4.3 Officers employed by the Cities and assigned by the respective Chiefs to serve as an SRO at

Midway ISD are and will remain employed by the Cities.

- 4.4 Each City shall have no liability whatsoever for or with respect to Midway ISD's use of any Midway ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Midway ISD. Midway ISD covenants and agrees that:
- a. Midway ISD shall be solely responsible, as between Midway ISD and each City and the agents, officers and employees of each City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Midway ISD or its agents, officers, employees, and subcontractors, while on Midway ISD property or while using any Midway ISD facility or performing any function or providing or delivering any service undertaken by Midway ISD pursuant to this Agreement.
 - b. For and with respect to Midway ISD property or Midway ISD's use of any Midway ISD facility, Midway ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Midway ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Midway ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 4.5 Midway ISD shall have no liability whatsoever for or with respect to each City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of each City. Each City covenants and agrees that:
- a. Each City shall be solely responsible, as between each City and Midway ISD and the agents, officers, and employees of the Midway ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by each City or its agents, officers, employees, and subcontractors, while on the respective City's property or while using the any of the respective City's facilities or performing any function or providing or delivering any service undertaken by the respective City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by each City to Midway ISD pursuant to this Agreement, each City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the respective City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the respective City, its agents, officers, employees, and subcontractors in the course of their duties.
- 4.6 Each City shall have no liability whatsoever for or with respect to another City's use of its property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of another City. Each City covenants and agrees that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to City under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third person or entities.
- 4.7 It is specifically agreed that, as between the Parties, each party to this Agreement shall be

individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.

- 4.8 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Midway ISD nor the Cities waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents. Furthermore, nothing in this Agreement shall waive or limit the entitlement of an officer serving as an SRO to official or qualified immunity.
- 4.9 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the Cities nor Midway ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 4.10 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the Cities or Midway ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Midway ISD, and all governmental and proprietary functions and services traditionally provided by the Cities, shall be and remain the sole responsibility of each such respective party.

ARTICLE 5: TERM

- 5.1 The initial term of this Agreement shall commence on August 1, 2018, and continue through July 31, 2019, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier in writing by either party.
- 5.2 If one of the Cities wishes to renew this Agreement subject to a change in Midway ISD's annual payment for the SRO salaries and related costs, the respective City shall provide Midway ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Midway ISD notifies the City in writing of its agreement to the change in annual payment by May 15th, the Agreement between the respective City and Midway ISD shall terminate at the end of the term. Termination of this agreement with one of the participating Cities in accordance with this clause shall not affect the Agreement with the other participating City; the Agreement between the remaining Parties shall be valid, enforceable, and carried into effect.
- 5.3 After the initial annual term of this Agreement, Midway ISD and each City will agree on the annual amount payable for the SRO salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 5.4 This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party. Termination of this Agreement with one of the participating Cities shall not affect the Agreement with the other

participating Cities; the Agreement between the remaining Parties shall be valid, enforceable, and carried into effect.

- 5.5 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 2.13 above by August of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party. Termination of this Agreement with one of the participating Cities shall not affect the Agreement with the other participating cities; the Agreement between the remaining Parties shall be valid, enforceable, and carried into effect.
- 5.6 Termination will not relieve Midway ISD of its obligation to pay the respective City for any amounts due and payable for services performed prior to termination.

ARTICLE 6: NOTIFICATIONS

- 6.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF HEWITT
Attn: Chief of Police
100 Patriot Court
Hewitt, Texas 76643

MIDWAY INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of School
13885 Woodway Drive
Woodway, Texas 76712

- 6.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 7: MISCELLANEOUS PROVISIONS

- 7.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 7.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 7.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall live in McLennan County, Texas unless otherwise mandated by law.
- 7.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 7.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 7.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of

this Agreement.

The Parties have executed and attested to this Agreement by their duly authorized officers effective as of _____ 2018.

MIDWAY ISD

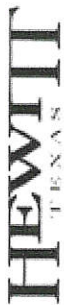
CITY OF HEWITT

Pete Rusek, Board President
Midway ISD

Adam Miles, City Manager
City of Hewitt

George Kazanas, Ed.D., Superintendent
Midway ISD

James Devlin, Chief of Police
City of Hewitt



SCHOOL RESOURCE OFFICERS FOR THE SCHOOL YEAR 18/19

ANNUAL WAGES	SRO #1	SRO #2	SRO #3	TOTAL COST	MISD PORTION 73.08%	HEWITT PORTION
Salary	51,401.00	51,401.00	50,394.00	153,196.00	111,955.64	41,240.36
Incentive Pay	1,625.00	1,625.00	-	3,250.00	2,375.10	874.90
Longevity	780.00	600.00	360.00	1,740.00	1,271.59	468.41
TOTAL ANNUAL WAGES	53,806.00	53,626.00	50,754.00	158,186.00	115,602.33	42,583.67
Social Security/Medicare	4,116.16	4,102.39	3,882.68	12,101.23	8,843.58	3,257.65
Texas Municipal Retirement System	8,635.86	8,606.97	8,146.02	25,388.85	18,554.17	6,834.68
TOTAL ANNUAL TAXES & PENSION	12,752.02	12,709.36	12,028.70	37,490.08	27,397.75	10,092.33
TOTAL ANNUAL WAGES, TAXES & PENSION	66,558.02	66,335.36	62,782.70	195,676.08	143,000.08	52,676.00
ANNUAL BENEFITS AND EXPENSES						
Annual Workers Compensation	2,241.00	2,241.00	2,197.00	6,679.00	4,881.01	1,797.99
Annual Benefits Insurance	6,948.00	6,948.00	6,948.00	20,844.00	15,232.80	5,611.20
Annual Uniform Purchase	375.00	375.00	375.00	1,125.00	822.15	302.85
Annual Uniform Cleaning	300.00	300.00	300.00	900.00	657.72	242.28
Annual Professional Supplies	250.00	250.00	250.00	750.00	548.10	201.90
Annual Training (SRO training)	375.00	375.00	375.00	1,125.00	822.15	302.85
TOTAL ANNUAL SRO BENEFITS	10,489.00	10,489.00	10,445.00	31,423.00	22,963.93	8,459.07
PATROL VEHICLES-5 yr usage; 3 vehicles	11,465.00	11,465.00	11,465.00	34,395.00	9,000.00	25,395.00
TOTAL ANNUAL EXPENSE	88,512.02	88,289.36	84,692.70	261,494.08	174,964.00	86,530.07

Note: The MISD portion for FY 18/19 includes 3 officers, an increase of 1 SRO. This is an increase from the prior year (2 SROs) of \$62,573 which is a individual officer increase of only 3.8% from the prior year.



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 4, 2018

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Workshop and Regular Meeting of May 21, 2018.

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/REGULAR MEETING HEWITT CITY HALL – 200 PATRIOT COURT May 21, 2018 – 6:30 PM/7:00 PM

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

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

WORKSHOP – 6:30 PM

1. Mayor Ed Passalugo called the meeting to order at 6:30 PM.
2. The City Council convened an Executive Session at 6:32 PM pursuant to the Texas Open Meetings Act, Chapter 551, Government Code to discuss the following:
 - **§551.074 a (2) - Personnel Matters to hear a complaint against an officer or employee:**
 - **Confidential formal complaints against Mayor Ed Passalugo**
 - **Complaint of official misconduct by Mayor Ed Passalugo**

Mayor Ed Passalugo requested that the Executive Session be discussed in open session. The closed Executive Session recessed briefly at 6:41 PM to convene in open session. Mayor Ed Passalugo reconvened the Executive Session in open session at 6:43 PM. City Attorney Charlie Buenger stated, “The City of Hewitt has received four complaints to date and as an employer we are under the obligation to investigate those complaints.” He further requested that the Council authorize the City to hire Lynn, Ross & Gannaway LLP to conduct the investigation.

NOTE: The following was not listed on the printed agenda but entered into the record as requested by Council Member Kurt Krakowian.

Council Member Kurt Krakowian stated “I was just handed this piece a paper by our attorney here. It’s a formal complaint against myself, Kurt Krakowian. I would like to enter this into the record. It says, To Whom It May Concern, I, Katie Allgood, hereby

filing a formal complaint against Kurt Krakowian. Mr. Krakowian....negative rhetoric regarding my reputation... on his official City Facebook page...false rumors....and behavior toward himself and his wife. So, she brought my wife into it. This matter will be presented to my attorney, and further actions will be taken.

Cheryl G. Martin made a comment on Facebook about tonight's meeting. I feel it is due diligence to have the citizens of Hewitt know there is a meeting here. This is not just about one person. It is about the community. All I did was share a Facebook post that one of my constituents that lives here in Hewitt and she presents me with a paper. I did not put in there that this person did this. All I simply did was I shared a posting about our meeting tonight and I get formally accused of things that I haven't even done. Now, is this right? Is this America? No, it's a dictatorship. It's against all of our privileges and rights as citizens. You should be able to wear green, blue, orange....be able to say anything you want on social media without getting in trouble for... and my wife...which has nothing to do with this! Just because she questions a few things cause she is on the Parks Board. Now, she is coming after us. I question a few things about other situations which I feel may be or may not be correct. I don't know. But, just because I shared Cheryl G Martin and she is in the audience. Thank for you posting it but all I did was share it. I don't know if her statement is correct or not. But I really believe that if we start censoring what we are just sharing...we have lost our constitutional rights to the United States of America. And that is all I have to say, Mr. Mayor."

3. Closed Executive Session/Adjourn. *A motion was made by Kurt Krakowian and second by Council Member Travis Bailey to close the Executive Session and adjourn the Workshop at 6:47 PM, all seven in favor.*

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER.** Mayor Ed Passalugo called the meeting to order at 7:00 PM.
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – Mayor Ed Passalugo asked Police Chief Jim Devlin to lead the Pledge of Allegiance.

Not listed on the printed agenda.

Council Member Travis Bailey stated that "Armed Forces Day" was just celebrated. His youngest son Anthony served in the military for 13 years. He asked that citizens keep all military in their thoughts and prayers. "They are the reason we can meet like this in a free country. So, anytime you get a chance, thank a military person for their service and these officers and fireman too."

3. **SPECIAL RECOGNITION FOR OUTSTANDING SERVICE TO FIRST RESPONDERS AND PUBLIC SAFETY PERSONNEL CONCERNING A CALL FOR SERVICE ON APRIL 11, 2018.** Police Chief Jim Devlin along with Fire Chief Lance Bracco recognized Dispatcher Lauren Alumbaugh, Police Officer Martina Sims and Firefighters Trent Barker and Justin Parker for their actions in response to a call for service on April 11, 2018.

4. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL WORKSHOP AND REGULAR MEETING OF MAY 7, 2018.** *A motion was made by Council Member Wilbert “Walky” Wachtendorf and second by Council Member James Vidrine to approve the minutes as submitted but allow for corrections; all seven in favor, motion passed.*
5. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*

Dianne and Carlos A. Guerra, 136 E. Chapman appeared in support of Mayor Ed Passalugo.

Michael Bancale, 909 Stone Ridge Drive, appeared in support of due process to resolve the complaints received. He further suggested an impartial investigation.

Kathy Krakowian, 804 Pebble Creek Cr., appeared in support of due process, open records, and involving Texas Rangers to review. She further stated she did not think it was necessary to have an attorney from Ft. Worth to look into our own city business; she believed in the integrity of the Council; and supported her husband in taking care of Hewitt’s citizens. No one else appeared.

6. **CONSIDER AND TAKE APPROPRIATE ACTION TO ENGAGE THE LAW FIRM OF LYNN, ROSS, & GANNAWAY, LLP TO CONDUCT A THIRD PARTY IMPARTIAL INVESTIGATION CONCERNING COMPLAINTS AGAINST MAYOR ED PASSALUGO.** Kurt Krakowian stated, “Before I cast my vote, I just want to make a statement. It is nothing against anyone personally here but one of the people in question that filed suit against the city has a relationship with our city manager. Number one (1), I believe our city manager needs to step away until this matter has been resolved; Number two (2), is to have the Texas Rangers investigate this; I do not want an attorney from outside Ft. Worth or Burleson; and number three (3), this is going to cost a lot of money; all the great officers and firemen and city employees that are sitting here...this is going to cost the city a lot of money and I apologize for this. This was not the intention at all. When we met at those Wednesday groups, we had fun. We talked about pride. We talked about all great topics and it has turned into a mess. I sat with a lot of you at the tables. I got to know you. We have a great Police Department, great Fireman, and great city workers. We have a great dispatcher that takes calls and you hear her on the scanner and she is very calm. But then you have, that if you don’t agree with the topics...you don’t rubber stamp it, there are going to come after you. This is why I want to serve the great people of Hewitt. Now, that being said, I’m going to be voting no for this attorney for outside of our area. I’ll be in agreement with having the Texas Rangers investigate it.”

Mayor Pro Tem Steve Fortenberry inquired whether the Texas Rangers only dealt with criminal, not civil cases. City Attorney Charlie Buenger confirmed that the Texas Rangers only deal with criminal cases and they have to receive a request from the District Attorney.

Council Member James Vidrine stated, “Mr. Mayor, I was elected by the citizens to create policies and watch tax payers money and cast their vote for them in the best interest of the people of Hewitt. I helped build this city and it hurts me to see its name drug through the mud. I feel somewhat rushed. I’ll yield back to the Mayor and I would like to hear any other comments from any other council members.” City Attorney reiterated that the City has a legal obligation to do an investigation.

Council Member Bill Fuller stated, “The quicker that we can get this thing rolling and get it behind us. And get somebody that is not connected like this firm. Get it done. It is out of our hands. They come back and say yay or nay. I would like to see it done quickly.”

Council Member James Vidrine commented that a Special Called Meeting could be held. Mayor Pro Tem Steve Fortenberry stated that he agreed with the last two speakers regarding due process and obtaining a third party to investigate. Council Member Kurt Krakowian asked for more details on the law firm being considering. City Attorney responded. City Manager Adam Miles advised that the city has worked with this firm on civil service matters. Council Member Kurt Krakowian expressed objection to hiring this law firm and stated he would like to find another law firm that is totally impartial. City Attorney Charlie Buenger responded that he recommended this firm because he has worked with this firm in other cities and they do a good job.

Council Member Wilbert “Walky” Wachtendorf stated, “I would like to make a comment. I have sat here and listen to people make positive comments and negative comments. This is a situation where nobody is going to win. All of us, the citizens and everybody will end up losing. *I’m going to make a motion that what we do is authorize the City Manager to contact this law firm with our City Attorney and go ahead and do an independent investigation so that we can get this behind us and go back to our normal routines in the city. Whether we find something against Mr. Passalugo or we don’t.*” *Second was made by Council Member Bill Fuller.*

Mayor Ed Passalugo stated, “I would just like to say that much like the reason why I asked for an open session here instead of an Executive Session behind closed doors...I want to get everything out in the open. I want a thorough investigation. I want the citizens of Hewitt to know what is going on; to know that we are working for their good; and when a roadblock comes in front of us, we don’t just stop. We want to continue to make sure that it is an affordable, livable place; safe for our citizens and safe for our employees that work for our city. I would recommend that we consider this law firm and go forth.” Council Member James Vidrine asked when the law firm could start and if the process could be expedited. City Attorney responded affirmatively. **Vote:** All voted aye, (Fuller – Aye; Fortenberry – Aye; Vidrine – Aye; Wachtendorf – Aye; Bailey – Aye; Passalugo – Aye) except Council Member Kurt Krawkowian voted no. Motion passed.

7. **ADJOURN.** *A motion was made by Council Member Bill Fuller and second by Council Member Travis Bailey to adjourn the regular meeting at 7:30 PM; all seven in favor, motion passed.*

Approved: June 4, 2018

Lydia Lopez, City Secretary

Ed Passalugo, Mayor

HEWITT TEXAS

ITEM #2 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

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

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

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

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

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

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 4, 2018

AGENDA ITEM #: 5

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider award of bid for 2018 – Panther Way Pavement Markings Improvements to Waco Paving, Inc., in the amount of \$65,923.08.

STAFF RECOMMENDATION/ITEM SUMMARY:

After bid solicitation, four bids were received and opened on May 18, 2018. Waco Paving Inc. provided the lowest bid in the amount of \$65,923.08. City staff recommends award of this project as recommended by City Engineer.

ATTACHMENTS:

Letter from City Engineer
Bid Tabulation

MAY 24, 2018

CITY COUNCIL

CITY OF HEWITT, TEXAS

VIA: EMAIL

RE: 2018 - PANTHER WAY PAVEMENT MARKINGS IMPROVEMENTS

COUNCIL:

BIDS WERE OPENED ON THE ABOVE CAPTIONED PROJECT ON MAY 18, 2018. THREE BIDS WERE SUBMITTED. THE LOWEST BID WAS SUBMITTED BY WACO PAVING, INC.; IN THE AMOUNT OF \$65,923.08. THE BID TABULATION FOR THIS PROJECT SHOULD BE INCLUDED WITHIN YOUR COUNCIL PACKET.

WACO PAVING, INC. HAS CONSTRUCTED PROJECTS WITHIN THE CITY OF HEWITT IN THE PAST, THAT HAVE BEEN TO THE SATISFACTION OF THE CITY. THE MOST RECENT PROJECT BEING 2017 - SEMINOLE TRAIL; STREET RECLAIM. THEY ALSO CURRENTLY HAVE THE CONTRACT FOR SIERRA SLOPE / ANGEL FIRE; STREET IMPROVEMENTS PROJECT.

IT IS MY RECOMMENDATION THAT THIS CONTRACT BE AWARDED TO WACO PAVING, INC.

SINCERELY:



Miles W. Whitney P.E.
MILES W. WHITNEY, P.E.

Base Bid Tabulation

Project: 2018 - Panther Way Pavement Markings Improvements
 Owner: City of Hewitt, TX
 Component: Bid Tabulation

Prepared By: MMW
 Date: 5/18/2018

BASE BID TOTALS		Contractor 1		Contractor 2		Contractor 3	
		Waco Paving, Inc.		Holy Contractors, LLC		TTG Utilities, LP	
Bid Item	Qty.	Unit	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price
1	1,752.0	S.Y.	\$ 7.09	\$ 12,421.68	\$ 11.41	\$ 19,990.32	\$ 7.00
2	1,752.0	S.Y.	\$ 11.36	\$ 19,902.72	\$ 9.13	\$ 15,995.76	\$ 15.00
3	1.0	Ea.	\$ 737.06	\$ 737.06	\$ 1,000.00	\$ 1,000.00	\$ 900.00
4	1.0	Ea.	\$ 755.69	\$ 755.69	\$ 1,000.00	\$ 1,000.00	\$ 900.00
5	1,121.0	L.F.	\$ 5.00	\$ 5,605.00	\$ 4.95	\$ 5,548.95	\$ 5.00
6	1,340.0	L.F.	\$ 0.83	\$ 1,112.20	\$ 0.83	\$ 1,112.20	\$ 0.90
7	636.0	L.F.	\$ 3.61	\$ 2,295.96	\$ 3.57	\$ 2,270.52	\$ 3.78
8	55.5	L.F.	\$ 22.20	\$ 1,232.10	\$ 22.00	\$ 1,221.00	\$ 23.50
9	8.0	Ea.	\$ 88.80	\$ 710.40	\$ 88.00	\$ 704.00	\$ 94.00
10	5.0	Ea.	\$ 482.85	\$ 2,414.25	\$ 478.50	\$ 2,392.50	\$ 510.00
11	3.0	Ea.	\$ 482.85	\$ 1,448.55	\$ 478.50	\$ 1,435.50	\$ 510.00
12	2.0	Ea.	\$ 593.85	\$ 1,187.70	\$ 538.50	\$ 1,077.00	\$ 625.00
13	5.0	Ea.	\$ 527.25	\$ 2,636.25	\$ 522.50	\$ 2,612.50	\$ 560.00
14	2.0	Ea.	\$ 444.00	\$ 888.00	\$ 700.00	\$ 1,400.00	\$ 470.00
15	2.0	Ea.	\$ 444.00	\$ 888.00	\$ 700.00	\$ 1,400.00	\$ 470.00
16	3.0	Ea.	\$ 333.00	\$ 999.00	\$ 500.00	\$ 1,500.00	\$ 375.00
17	1.0	L.S.	\$ 555.00	\$ 555.00	\$ 550.00	\$ 550.00	\$ 1,800.00
18	20.0	Ea.	\$ 19.98	\$ 399.60	\$ 19.80	\$ 396.00	\$ 21.00
19	40.0	Ea.	\$ 19.98	\$ 799.20	\$ 19.80	\$ 792.00	\$ 21.00
20	1.0	L.S.	\$ 288.00	\$ 288.00	\$ 715.00	\$ 715.00	\$ 2,800.00
21	1.0	L.S.	\$ 4,582.40	\$ 4,582.40	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00
22	1.0	L.S.	\$ 4,064.32	\$ 4,064.32	\$ 6,600.00	\$ 6,600.00	\$ 7,500.00

Denotes corrected Bid Price



Miles W. Whitney, P.E.
 Cayote Consulting, LLC
 T.B.P.E. Firm No. F-16387

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 4, 2018

AGENDA ITEM #: 6

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consider and act upon the extension of the Municipal Depository agreement with Independent Bank for the last one-year extension under the same terms and conditions, expiring in June 30, 2019.

STAFF RECOMMENDATION/ITEM SUMMARY:

Independent Bank was chosen to serve as the city's Municipal Depository effective July 1, 2014 for a period of two years ending on June 30, 2016. At that time, the option for three (3) one-year extensions, under the same terms and conditions, would be offered. Staff is highly recommending that the city continue their agreement with Independent Bank.

ATTACHMENTS:

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 4, 2018

AGENDA ITEM #: 7

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider and take appropriate action concerning amendments to the Waco-McLennan County Public Health District cooperative agreement, providing for environmental health fees, providing for member assessments of \$1.80 per resident.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt along with McLennan County, the City of Waco, and 18 other local municipalities jointly participate and fund the Waco - McLennan County public health district. The basis for participation is the cooperative agreement which outlines the roles and responsibilities of each participating partner. The District provides a multitude of services specifically related to improving the overall health and wellness of McLennan County residents. Most residents are aware of the health inspections and permits for food establishments and restaurants. Many residents, however, are not aware of the Epidemiological Services, Public Health Nursing Services, immunizations, and HIV/STD services rendered annually to Hewitt residents.

The Health Board met on April 18, 2018 and recommended changes to the cooperative agreement as well as annual funding. The amount of funds Hewitt pays is currently based on the current rate of \$1.50 per resident. For reference Hewitt's population was estimated at 14,128, which translates to \$21,192.00 for the current Fiscal Year. The District is now requesting for participating partners to increase the member assessment up to \$1.80 for the next fiscal year. For Hewitt, this will amount to \$25,430.40 in FY 2018-19.

A copy of the underline/strikethrough cooperative agreement, summary of changes, list of member assessments, environmental health fee schedule, as well as other documentation is included in the back-up material.

ATTACHMENTS:

Supporting documents

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

May 4, 2018

Mayor Travis Bailey
City of Hewitt
200 Patriot Court
Hewitt, Texas 76643

Dear Mayor Bailey:

We all are aware of the uncertainties with healthcare reform and the major focus of citizens seeking affordable health care. The Health District has filled the preventative health role through child/adult immunizations, epidemiology and communicable disease investigations and treatment, health education, public health emergency preparedness and other services. Health District staff strives to provide quality preventive health services so that McLennan County residents have an opportunity to live in a community where all can people can live, work, play and thrive.

The current Cooperative Agreement expires on September 30, 2018. Proposed changes to the agreement are outlined in an attached document. Copies of the revised and final versions of the agreement are also included. One major change relates to funding. The current funding level agreed to by participating cities and the county, is being recommended for change by the Health Board to address the widening inequity in the District's budgeted revenue sources.

A task force consisting of representatives from participating cities and the county has met regularly over the past year seeking a solution to the revenue inequity referenced above. The recommended change that the board approved at the April 18, 2018, Health Board meeting is a tiered increase in the contribution levels of \$0.30 per person per year for each city (from the current base of \$1.50/person), and an increase of \$0.25 per person per year for the county (from a current base of \$1.00/person), over the five-year term of the agreement. The City of Waco would continue to bear all responsibility for any additional budgetary increases and capital costs associated with the District's facilities. Included in this packet is information outlining the current and proposed funding assessment for the County based on the latest population figures available from the 2016 Estimates at Census.gov.

The Health District is also requesting your approval of a proposed increase of fees for the Environmental Health program. Several reasons for the increase include: expenses have increased since the last fee change in 2010; the grant utilized by the program has remained at the same level of funding for several years despite increase in expenses; and fees proposed are within the same fee range as other peer cities. There are also some fees that are proposed to be removed due to inactivity or no longer applicable. Included in this packet is information outlining the current and proposed fee schedule.

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

- Revised version of Cooperative Agreement
- Changes to Cooperative Agreement
- **Final version of Cooperative Agreement with Signature Page (Sign and Return)**
- Health District Member Assessment Form
- **Funding Choice Form (Sign and Return)**
- Proposed Environmental Health Fee Schedule
- **Environmental Health Fee Schedule Approval Form (Sign and Return)**

If the City of Hewitt chooses to participate as a Funding Member, the annual contribution will be \$25,430.40 based on a population of 14,128 at \$1.80 per person within the city limits.

Please indicate your support of the revised Cooperative Agreement, funding assessment; and Environmental Health fee schedule change by signing and returning the designated forms by August 15, 2018. Returned documents may be mailed to Sherry Williams at the address on this letterhead or staff will pick it up from your office.

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

Sincerely,



Sherry Williams, APRN
Director of Public Health

cc: Adam Miles, City Manager, City of Hewitt
Lydia Lopez, City Secretary, City of Hewitt
Wiley Stem, City Manager, City of Waco
Deidra Emerson, Assistant City Manager, City of Waco

Environmental Health Fee Schedule
Existing and Proposed Fees

HEALTH SERVICES

ENVIRONMENTAL HEALTH

The following fees for food are for cities only. Unincorporated areas of the county are under a different fee schedule.

Food Establishment Permit Fees:

Seating Capacity

	Funding Member Current	PROPOSED 10% of current	Non-Funding Member Current	PROPOSED 10% of current
1 - 30	150.00	165.00	200.00	220.00
31 - 100	225.00	248.00	300.00	330.00
101 or more	350.00	385.00	450.00	495.00

No Seating Fee Based on Square Footage

Less than 2,500	150.00	165.00	200.00	220.00
2,501 - 10,000	225.00	248.00	300.00	330.00
10,001 or more	350.00	385.00	450.00	495.00

Non Profit food establishments (any type or size)

(501 (3) or church under section 170 (b)(1)(A)(I) IRS code)

No fee	No fee	45.00
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Additional preopening inspection or consultation (one free each per est	75.00	85.00	100.00	110.00
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Mobile Food Vendc per unit

150.00	165.00	200.00	220.00
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School Food Service

Based on sq.ft. of kitchen/food op area only

Adult or Child Care food services	20.00	22.00	50.00	55.00
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Late Payment Fee (per month past due)	20.00	25.00	per mont 20.00	25.00 per month
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Reinspection Fee	75.00	85.00	100.00	110.00
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Reinstatement of Suspended Permit (separate from reinspection fee)	75.00	85.00	100.00	110.00
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Temporary food establishment permit

Events 1 to 14 days	40.00	45.00	50.00	55.00
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Late Payment Fee (for temporary permit)	Double normal fee		Double normal fee	
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Late Payment Fee Non profit organizations and churches		30.00	1/2 of nc	35.00
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Food Safety Classes (for food employees)	20.00	per student	20.00	per student
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Copy of Texas Food Establishment Rules (TFER) (One complimentary	10.00	11.00	15.00	16.50
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Refrigerator/Freezer Thermometer	2.00	2.50	4.00	4.50
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Handwash sign	1.00	1.50	2.00	2.50
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Adult or Child Care, foster or adoptive home Inspections

1-12 individuals	30.00	35.00	50.00	55.00
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13-99 individuals	100.00	110.00	100.00	110.00
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100+ individuals	125.00	137.00	125.00	137.00
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Public or semi-public swimming pool/spa permit (per each facility)	125.00	137.00	150.00	165.00
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Fee is charge for each separate circulation system. A wading pool or spa connected to pool that operates off the same circulation system does not require a separate fee. However, if the wading pool or spa has a separate circulation system, a separate permit is required

Reinspection of pool/spa	75.00	85.00	100.00	110.00
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Reprint/additional copy of a permit	5.00	5.50	per copy 7.00	7.50
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Late Payment Fee (per month past due)	20.00	25.00	20.00	25.00
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Copy of TDH Standards for Public Swimming Pool and Spa (1 free coj	5.00	5.50	7.00	8.00
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FEES TO DELETE -- NO LONGER NECESSARY

Food Manager Certification Course	100.00	per student	100.00	per student
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Food Manager Recertification	100.00	per student	100.00	per student
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Retest Fee for Food Manager Course	50.00	per retest	50.00	per retest
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Proctor test fee for Food Manager Course	50.00	per test	50.00	per test
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On site food safety class trip fee			70.00	
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Duplicate copy of food safety class certificate	1.00		1.00	
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On site food safety class trip fee			70.00	
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Other Food related inspections not mandated			75.00	
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Other pool/spa related inspections not mandated			70.00	
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West Nile Virus activities (each)			70.00	
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Complaint investigations non-disease/illness			205.00	
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(call from nonfunding city official who requests physical response by District to location)

HEALTH DISTRICT MEMBER ASSESSMENTS			
MEMBERS	2016 population estimates	Estimate at \$1.50/City and \$1/County	Estimate at \$1.80/City and \$1.25/County
		<i>(Current level of funding)</i>	<i>(Proposed level of funding)</i>
Bellmead	10,159	\$15,238.50	\$18,286.20
Beverly Hills	1,828	\$2,742.00	\$3,290.40
Bruceville-Eddy	1,654	\$2,481.00	\$2,977.20
Crawford	671	\$1,006.50	\$1,207.80
Gholson	856	\$1,284.00	\$1,540.80
Golinda	135*	\$202.50	\$243.00
Hallsburg	550	\$825.00	\$990.00
Hewitt	14,128	\$21,192.00	\$25,430.40
Lacy-Lakeview	6,581	\$9,871.50	\$11,845.80
Leroy	368	\$552.00	\$662.40
Lorena	1,768	\$2,652.00	\$3,182.40
McGregor	5,042	\$7,563.00	\$9,075.60
McLennan County	243,394	\$243,394.00	\$304,242.50
Mart	2,046	\$3,069.00	\$3,682.80
Moody	1,430	\$2,145.00	\$2,574.00
Riesel	918	\$1,377.00	\$1,652.40
Robinson	11,344	\$17,016.00	\$20,419.20
Ross	202	\$303.00	\$363.60
West	3,309	\$4,963.50	\$5,956.20
Woodway	8,708	\$13,062.00	\$15,674.40
TOTAL	243,394	\$350,939.50	\$433,297.10
*includes only the number of residents in McLennan County			

Changes to the Cooperative Agreement

Page 1

- Deleted 'Amendment To' to reflect this is not an amendment, but execution of a revised agreement
- Changed term dates extending agreement to 9/30/2023 (footnote at bottom of page will be changed on every page)
- Added McLennan County to the fourth paragraph

Page 2

- 1.1 Deleted language about agreement reverting back to the 1988 agreement upon termination of the current agreement
- 2.1 Added 'Waco' to identify staff as City of Waco employees

Page 6

- 4.9 Eliminated the residency requirement for Representatives, leaving the selection to the Member
- 4.11 Added language regarding the provision of documentation of identification of the Representative and updates of changes or re-appointment
- Renumbering of items

Page 7

- 6.1 Changed the wording to clarify the first statement

Pages 8

- 7.5.1 Changed language regarding funding of the Health District by each Government Member city

Page 9

- 7.5.2 Changed language regarding funding of the Health District by McLennan County

Page 10

- 8.1 Changed effective date to October 1, 1018
- 8.2 Changed term date to September 30, 2023, and clarified process for month-to-month basis should the agreement not renew

- 8.3 Added language regarding process for amendments

Page 11

- 9.2 Renumbering
- 9.3 Added language about 'Authority to Sign'

**AMENDMENT TO
WACO-McLENNAN COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT
FOR TERM OF 10-1-~~2013 TO 09-30-2018~~ TO 9-30-2023**

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, and McLennan County, 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 October 1, 2013, through September 30, 2018; and

WHEREAS, the members of the Waco-McLennan County Public Health District wish to ~~execute amend the terms of the~~ Cooperative Agreement and continue the operation of the District for the term of October 1, ~~20182013~~, through September 30, ~~20232018~~; and

NOW THEREFORE, this ~~Amendment to the~~ Cooperative Agreement (“Agreement”) is entered into on this the 1st day of October, 2018, 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 of Waco 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 and has voting privileges.
- 2.5 **Community Representative**: An individual, representing a community entity or interest (including healthcare providers, school districts, colleges or universities), that that is appointed to the Board and has voting privileges.
- 2.6 **Alternate Representative**: An individual, subsequently appointed by a Government Member or community entity or interested group listed in this agreement, that has voting privileges.

- 2.7 **Director:** The chief administrative officer of the District, appointed by the Waco City Manager and confirmed by a majority of the Board.
- 2.8 **Health Authority:** The Health Authority is a physician appointed under the provisions of the Act to administer state and local laws relating to public health within the District. The current Medical Consultant for the District will serve as Health Authority for the District.

ARTICLE III. TERMS OF OPERATION

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

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

ARTICLE IV. HEALTH BOARD

- 4.1 **Health Board.** There shall be a public health advisory board known as the Waco-McLennan County Public Health District Board (“Board”) which shall provide guidance on public health activities, including policy development for the protection and promotion of health within McLennan County, Texas.
- 4.2 **Composition.** The Board shall be composed of **seventeen (17) Representatives**; 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.
- 4.2.2** The City of Waco will appoint four (4) Government Representatives. Each City of Waco Representative shall have one (1) vote.
- 4.2.3** Government Members with a population of 3,000 or more (other than the City of Waco) shall each appoint one (1) Government Representative who shall have one (1) vote.
- 4.2.3.1** In the event a Government Member with a population of less than 3,000 reaches a population of 3,000 or more, that Government Member may appoint one (1) Government Representative who shall have one (1) vote.
- 4.2.4** Government Members with a population of less than 3,000 will jointly appoint up to two (2) Government Representatives, who will have one (1) vote each. In the event the number of Government Members with a population of less than 3,000 is less than five (5), such Government Members will be entitled to one (1) Government Representative who will have one (1) vote.
- 4.2.4.1** The Representative(s) jointly appointed by the Government Members with a population of less than 3,000 will be selected by a majority vote of the Government Members with a population of less than 3,000.
- 4.2.4.2** During October of the year that an election is needed, each Government Member with a population of less than 3,000 may nominate one candidate for consideration. Each nomination shall be accompanied by a brief biographic sketch of the individual that will be delivered to the Director.
- 4.2.4.3** The Director shall prepare a ballot with the names of the nominees listed in alphabetical order.
- 4.2.4.4** The Director will distribute the ballots, along with the biographical information, to the Government Members with a population of less than 3,000 **by November 10** of that year. All ballots must be returned within twenty (20) days of receipt. Ballots received after that time will not be counted.
- 4.2.4.5** Each Government Member with a population of less than 3,000 may cast two (2) votes for the nominee(s) and may cast its votes for any nominee(s) listed on the ballot.

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

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

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

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

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

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

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

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

4.5 **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.

4.6 **Quorum.** A quorum for meetings of the Board shall be five (5) Government Representatives.

4.7 **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.

4.8 **Notice.** The Board shall comply with the notice and open meeting requirements of the Texas Open Meetings Act.

4.9 **Residency.** There shall be no residency requirement for a Representative. Each party to this Agreement will take into consideration the individual's location of residence, location of business, location of employer, and any other association that the individual has with McLennan County when selecting an individual as a Representative for that party. 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.

4.10 **No compensation.** All Representatives shall serve without compensation.

~~4.11~~ **Removal.** Any Government Representative may be removed without cause from the office of Representative by a majority vote of the governing body of the Government Member which originally appointed the Representative. Any Community Representative may be removed without cause from the office of Representative by notice from the entity that originally appointed the representative or by a majority of the quorum of Representatives present. Each Government Member and community entity or interested group shall provide documentation to the Director showing the appointed Government or Community Representative(s) for said Member, entity or group, to be updated as changes and/or re-appointments occur.

4.11

5

~~5.1~~ ~~4.12~~ **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

6

~~6.14.13~~ ~~4.13~~ **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 ~~currentsitting~~ Health Authority for the District shall continue to serve as the Health Authority for the District for the remainder of the Health Authority's current term. If a vacancy should occur and if the Director appointed by the Board is not a licensed physician, the Director shall appoint a

licensed physician as the Health Authority, subject to approval of the Board by a majority vote. The Health Authority shall serve for a term of two years and may be reappointed for successive terms in the same manner that the original appointment was made.

ARTICLE VII.

FINANCES

- 7.1 Fiscal Year.** The fiscal year of the District shall be from October 1 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.~~

7.5.1 Contributions for persons residing within Government Member cities shall begin at One Dollar and Eighty Cents (\$1.80) per person for persons residing within the corporate limits of the Member city. Each year, this pro capita contribution will increase by thirty cents (\$0.30), so that during the fifth year of this five-year agreement (or between October 1, 2022 and September 30, 2023), each Government Member city will contribute Three Dollars (\$3.00) per person 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.~~

7.5.2 McLennan County shall contribute One Dollar and Twenty-five Cents (\$1.25) for each person residing within McLennan County. Each year, this pro capita contribution will increase by twenty-five cents (\$0.25), so that during the fifth year of this five-year agreement (or between October 1, 2022 and September 30, 2023), McLennan County will contribute Two Dollars and Twenty-five Cents (\$2.25) 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, ~~2018~~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, ~~2023~~2018. Upon termination of this Agreement, if a new Agreement is not in place, then this 2018 Agreement will renew on a month-to-month basis until a new agreement is executed.~~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~~if the governing bodies of ~~each of at least two-thirds (66%; or 14 out of 21) of~~ the Members agree to the modification or amendment in writing.
- 8.4 **Member withdrawal.** A member may withdraw from the District by providing written notice by either certified mail or personal delivery to the Director by August 1st. Withdrawal shall be effective October 1st. A member may revoke its withdrawal by providing written notice to the Director. Revocation is effective upon receipt of the notice by the Director. Upon the effective date of the withdrawal, certain regulatory services provided by or through the Health District, such as licensing and inspection of food establishments and on site sewage facilities, will no longer be available to the withdrawing member.
- 8.5 **Expulsion of members.** A member may be expelled by the District upon a two-thirds majority vote of the Government Representatives of the Board voting to expel that member. The expulsion process may be initiated by a petition or request signed by the Government Representatives of at least three (3) Government members and delivered to the Director. The petition or request shall state the reasons that expulsion is sought. The member whose expulsion is sought must be provided a copy of the petition or request and given at least ten (10) days written notice (served by certified mail or by personal service on the member's Representative and chief executive officer) of the meeting at which the issue of expulsion will be considered. If the Board votes to expel the member, the Director shall give written notice by certified mail to the expelled member. There is no appeal from such action by the Board.
- 8.6 **Dissolution of District.** Dissolution of the District shall occur upon a three-fourths majority vote of the Government Representatives of the Board voting in favor to dissolve. To initiate a vote on dissolution, the Representatives of at least four (4) Government members may file a petition setting forth the reason for dissolution with the Director. The Director shall forward a copy of said petition to all members of the District. If a vote is taken to dissolve and passes by the required majority, the

District shall be dissolved within 180 days after such vote was passed. If a vote is taken to dissolve and fails, another vote to dissolve may not occur until after the expiration date of this Agreement.

ARTICLE IX.

MISCELLANEOUS

9.1 Entire agreement; section headings; severability. This Agreement contains the entire understanding of the parties relating to the matters contained in this Agreement or in any amendments to this Agreement. The section headings herein are for convenience and reference and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of Texas and the federal government and should be construed to carry out the intent of the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the charters, ordinances, or orders of all Government Member entities. This Agreement is performable in McLennan County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in McLennan County, Texas.

9.3 Authority to Sign. By signing below:

9.3.1 Each individual executing this Agreement on behalf of a community entity warrants that s/he has been authorized by the community entity to execute this Agreement.

9.3.2 Each individual executing this Agreement on behalf of a City warrants that s/he has been authorized by the governing body of the City s/he represents to execute this Agreement.

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

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

9.39.5 Waiver of breach; rights extinguished. All parties herein hereby waive, forfeit, and otherwise surrender any and all remedies available at law, in equity, or otherwise

to a party, including any claim or action for breach of contract, against any other party to this Agreement. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the parties herein under this Agreement.

| **9.49.6 Release.** To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its elected officials, officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this agreement.

| **9.59.7 Population determination.** The population of the Government Members shall be determined by the decennial census in the year the results are received. In all other years, the latest population figures available from the Texas Data Center shall determine the population of the Government Members.

| **9.69.8 Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

(signature blocks on the following pages)



Approval of Revised Fees for Environmental Health

The City of Hewitt has approved the proposed fee schedule for the Environmental Health Division. The fees will be collected and retained by the Health District to defray the reasonable cost of inspections including administering and enforcing the city food establishment and public/semipublic pool and spa ordinances by the Health District.

The revised fee schedule will become effective October 1, 2018.

Name of City Official

Title

Date

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



Waco-McLennan County Public Health District

Sherry Williams, APRN

Director of Public Health

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5459

Fax: 254-750-5452

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

FUNDING FOR FY 2018-19

The City of Hewitt with a population of 14,128

Is interested in being a:

___ **Non-Funding Member**

___ **Funding Member**

___ **at \$1.80 per person**

Signed by: _____

Date: _____

Print Name & Title: _____

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

Sherry Williams
Waco-McLennan County Public Health District
225 W. Waco Drive
Waco, TX 76707

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]

Services Provided to the City of Hewitt, Texas

Women, Infant and Children (WIC)

- Number of Households 682
- Number of Clients 1,047

Vital Statistics

- Number of Birth Certificates sold 431
- Number of Death Certificates sold 14

HIV/STD

HIV Case Management

- Number of Clients 8
- Units of Service 22

HIV Prevention

- Number of Clients 11
- Units of Service 11

STD

- Number of Clients 38
- Units of Service 38
- Pregnancy Tests 1

Environmental Health

Food Safety

- Food Handlers Class 12
- Food Manager Class 2

Food Establishment

- Permit & Inspection 105
- Follow-up 7
- Closures 1
- Complaints/Other 12

Pool/Spa

- Inspections 8
- Follow-up 7
- Closures 4

On-Site Sewage Facility (OSSF)

- Applications Processed 2
- Permits 2
- Compliances Written 1
- Complaints Investigated 1

Public Health Nursing

• Preparedness Attendees	2
• Immunization Clients	217
• Vaccines Administered	401
• Consults/Other Services	190
• Epidemiological Investigations	30
• Tuberculosis Clients	30

There are other services provided such as health education to community groups, schools, churches, etc., worksite wellness program development, coalition building, and attendance at numerous meetings by various staff that are performed but not listed above.

Unit of Service

- Client Visit -office or home (TB Clinic, Chest x-Ray, DOT, STD Clinic, Lab, HIV Testing/Counseling, HIV Case Management, WIC)
- Immunizations (each shot)
- Selling Birth Certificate
- Selling Death Certificate
- Food establishment inspection
- Other inspections (child care facility, septic system, swimming pools and spas, etc.)
- Enforcement actions (citations, closures, written notices, permit revocations, etc.) of ordinances, rules, regulations and Health Safety Code
- Food handler classes
- Notarizing documents
- Completing Acknowledgement of Paternity (AOP) paperwork
- Completing paperwork to amend birth or death certificates
- Investigating and responding to complaints
- Community/Health Education (groups, health care community, schools, immunization outreach etc.)
- Epidemiology (disease investigation, reporting to State or CDC, data collection and evaluation, Community Health Needs Assessment, etc.)
- Public Health Emergency Preparedness (developing response plans, responding to public health emergencies/events, etc.)
- Billing/Cashier (collecting and depositing money, working with billing agency, completing reports, etc.)