

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

April 15, 2019

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

Erica Bruce – Council Member At-Large

CITY STAFF

Bo Thomas, City Manager

Michael W. Dixon, 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 **15th day of April, 2019, at 6:30 PM in Hewitt City Hall, Council Chambers, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call meeting to order.
2. Briefing and discussion concerning solid waste agreement.
3. Briefing and discussion concerning Budget Calendar.
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 4:30 AM/PM on April 10, 2019.

CITY OF HEWITT



Lydia Lopez, TRMC/CMC
City Secretary

In compliance with the American with Disabilities Act, the City of Hewitt will provide reasonable accommodations for persons attending and/or participating in this Council Meeting. To better serve you, request must be made at least 24 hours prior to the meeting. Contact the City Secretary at 254.666.6171 or by fax at 254.666.6014. The building is wheelchair accessible, with handicap parking available at the front of the building.



COUNCIL WORKSHOP AGENDA ITEM #2
Solid Waste Contract

 **DRAFT**

CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF HEWITT, Texas a Municipal Corporation of McLennan County, Texas, (hereinafter called "City") and Allied Waste Systems, Inc. d/b/a Republic Services of Itasca (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, City desires to procure Refuse and Recyclable Materials collection services; and

WHEREAS, Contractor agrees to provide Refuse and Recyclable Materials collection within the City and to perform such work as may be incidental thereto in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Refuse collection, removal and disposal service and Recyclable Materials collection as specified and to perform all of the work called for and described in the Contract Documents.
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
3. This Contract is entered into subject to the following conditions:
 - A. Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - B. Neither Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of Contractor.
 - C. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
 - D. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

(Signatures on following page)

IN WITNESS HEREOF, the parties have entered into this Contract as of the date first written above.

CITY OF HEWITT, TEXAS

**ALLIED WASTE SYSTEMS, INC.
DBA Republic Services of Itasca**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

1.00 GRANT

Contractor shall be granted the right to provide refuse collection, removal and disposal services and the collection of recyclable materials for the Residential, Commercial and Industrial Units within the corporate limits of the City, as specified and described in the Contract. Further, Contractor is hereby granted a franchise, license and privilege within the city limits of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Refuse collection, removal and disposal service, and recycling collection as specified and to perform all of the work called for and described in the Contract. Contractor shall fund all implementation/conversion related costs.

2.00 DEFINITIONS

- 2.01 Apartment Garbage - Garbage or household trash generated by a multiple residential unit, including grass, leaves, tree and shrubbery trimmings, building materials, junk and dead animals, but excluding hazardous refuse.
- 2.02 Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lbs.
- 2.03 Bin (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 2.04 Bin (Residential Recycling) - See Recycling Container.
- 2.05 Bulky Waste - Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 2.06 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding five feet in length, four inches in diameter, or 50 lbs. in weight.
- 2.07 City - City of Hewitt, Texas.
- 2.08 Commercial and Industrial Refuse - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- 2.09 Commercial and Industrial Unit - All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.
- 2.10 Commercial Garbage - Garbage or business trash generated by any commercial establishment, including grass, leaves, tree and shrubbery trimmings, building materials, junk, dead animals, or industrial waste, but excluding hazardous refuse.
- 2.11 Commercial Hand Collect Unit - A retail or light commercial type of business which generates no more than 1 cubic yard of refuse per week.
- 2.12 Commodity - Material that can be sold in a spot or future market for processing and use or reuse.
- 2.13 Commodity Buyer - A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 2.14 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.

- 2.15 Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.
- 2.16 Contract Documents - The Request for Proposals, Instructions to Proponents, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing document agreed to by the City and Contractor.
- 2.17 Contractor - The person, corporation, or partnership performing services under this contract.
- 2.18 Customer - An occupant of a Residential, Commercial or Industrial Unit who generates Refuse.
- 2.19 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.20 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer station, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.
- 2.21 Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption'; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Unacceptable Waste.
- 2.22 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 2.23 Landfill - A facility used by Contractor where trash and Garbage are disposed of by burying between layers of earth.
- 2.24 Polycarts - A rubber-wheeled receptacle with a maximum capacity of 65 - 95 gallons constructed of plastic, metal or fiberglass, designed for automated or semi- automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.
- 2.25 Recyclable Materials - See Exhibit B.
- 2.26 Recycling - the reclamation of items of value found in household, apartment and commercial garbage for use and resale to primary and secondary markets.

- 2.27 Recycling Container - A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 65 gallons.
- 2.28 Refuse - Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse. Refuse does not include Unacceptable Waste.
- 2.29 Residential Refuse - All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 2.30 Residential Unit - A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four units. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit and shall be billed separately for each Residential Unit.
- 2.31 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boot<;, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, Stable Matter, or Unacceptable Waste.
- 2.32 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.33 Unacceptable Waste - Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Vendor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

3.00 SCOPE OF WORK

3.01 Performance Standards

The work under this Contract shall consist of the items contained in the Performance Standards, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract. A copy of said Performance Standards is attached hereto as Exhibit "C" and made a part hereof for all purposes.

3.02 Acts of God

The work under this Contract does not include collection and disposal of any increased volume resulting from a flood, tornado, inclement weather, or similar or different Act of God over which contractor has no control. In the event of such a flood, tornado, inclement weather or similar or different Act of God, Contractor and the City will negotiate the payment to be made to Contractor. Further, if the City and Contractor reach such an agreement, then the City shall grant Contractor variances in routes and schedules as deemed necessary by the City Manager.

3.03 Recycling Commodities

Contractor shall provide and distribute an adequate number of 65 - 95 gallon polycarts to each home for collection of curbside recycling.

- a) The recycling crew will not be required to collect Recyclable Materials, which are mixed with garbage, trash and rubbish normally collected by sanitation crews.
- b) In the event that the market price for any one or all of the Recyclable Materials designated to be collected ("Acceptable Materials"), drops to the point that such material can no longer be sold or processed, Contractor will remove that item from the list of those items to be recycled and will notify residents of the same. Contractor will not have any obligations to dispose of Recyclable Materials other than by delivery to a Commodity Buyer.

4.00 **COLLECTION SERVICE**

4.01 Service Provided

- a) Contractor shall provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Polycarts shall be placed at curbside by 7:00 am on the designated collection day, but no earlier than the evening before the day of regularly scheduled collection.
- b) Contractor shall provide curbside collection service for the collection of Recyclable Materials from each Residential Unit every other week. Recycling polycarts shall be placed at the curbside by 7:00 am on the designated collection day.
- c) Contractor shall provide collection service for the collection of Refuse from Commercial Hand Collect Units as defined in Section 2.11 one (1) time per week. Polycarts shall be placed at curbside by 7:00 am on the designated collection day.
- d) Contractor shall provide Bin Collection service for the collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. Contractor shall size containers and provide collection services necessary to meet the demand of commercial, industrial and multi-residential customers without allowing spillage from said containers, but shall honor customer's preference with regard to level of service.
- e) Contractor shall provide transportation of all collected refuse to the landfill site for disposal, which responsibility is solely that of the landfill operator.
- f) Contractor agrees to collect all municipal solid waste using refuse bags, receptacles, containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair, and good and clean appearance. Contractor agrees to provide a clearly visible identity and website address on each side of each collection vehicle. Contractor further agrees to use collection vehicles, which are water tight with a tight cover to prevent offensive odors from escaping and garbage from being scattered. Collection vehicles shall be twenty-eight (28) cubic yard size or smaller, so as to minimize damage to City streets.
- g) Contractor agrees to use safe and responsible collection methods and practices so as to prevent personal injury to its employees, customers and the public, as well as any damage to property. Notwithstanding the foregoing, Contractor shall not be responsible for damage to driving surfaces while providing services hereunder unless and to the extent caused by Contractor's negligence or misconduct.

4.02 Location of Polycarts, Bins, Containers, Bags and Bundles for Collection

- a) Each Trash Polycart and Recycling Polycart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Polycarts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Polycarts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Polycart not so placed, or any Residential Refuse not in a Bag. Contractor agrees to collect scattered household garbage within a radius of five (5) feet from the street curb.
- b) Contractor shall provide Bins for Commercial and Industrial Units whenever customers request their use. Each Bin shall be placed in an accessible, outside location on a pad according to individual agreement. Contractor may decline to collect Refuse in bins not so placed. Placement of bin and size/construction of concrete pad shall be such that the front wheels of collection vehicles shall rest entirely on the pad while bin is lifted and emptied.

5.00 COLLECTION OPERATION

5.01 Hours of Operation

- a) Collection from Residential Units shall not start before 7:00 am or continue after dusk or 6:00 pm, whichever occurs first. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. It is the responsibility of Contractor to notify City of unusual circumstances.
- b) Collection of Commercial and Industrial Refuse shall not start before 7:00 am if within 500 feet of a Residential Unit. All other Commercial and Industrial Refuse shall take place according to individual agreement.
- c) Contractor shall provide commercial and apartment garbage collection on a scheduled basis, but shall collect garbage from customers disposing of perishable items (such as apartments and restaurants) at least weekly. Commercial establishments shall be offered at least commercial collection service and container options as needed. Contractor shall provide, as requested and paid for by construction and demolition contractors, use of an adequate number of on-site containers for loose debris, paper, building material waste, scrap building materials and other trash produced by those working on the site.

5.02 Routes of Collection

- a) Residential Unit and Commercial collection routes shall be established by the Contractor with consultation from the city. Contractor shall submit a map designating the Residential Unit collection routes to the City upon request. The Contractor may from time to time propose to City for approval changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.
- b) Commercial and Industrial Unit Collection routes shall be established by the Contractor and approved by City.

5.03 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day
Independence Day

Thanksgiving Day
Christmas Day
Labor Day
Memorial Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide Residential Refuse collection service at least once per week.

5.04 Complaints

- a) All complaints shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected on the next business day after the complaint is received.
- b) Contractor shall provide a monthly summary of all complaints and inquiries received from customers to the City Manager upon request. Said report shall include the customer's name, address, complaint/inquiry, investigation summary, and action taken by Contractor.

5.05 Collection Equipment

- a) Contractor shall provide adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and website address of Contractor.
- b) Contractor agrees to use hauling vehicles, which are water tight with a tight cover (or tarp on roll of containers) to prevent offensive odors from escaping and garbage from being scattered.
- c) Contractor shall assume all responsibility and liability for Refuse once collected and in transport to landfill. Contractor shall at no time assume responsibility and liability for Unacceptable Waste.

5.06 Office

- a) Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient toll-free telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm Monday through Friday.
- b) Contractor shall designate a point of contact for communications between City and Contractor in the form of a primary and secondary corporate representative. Contractor shall also recognize and use a primary and secondary point of contact for City as designated by City for communications.
- c) Contractor agrees to communicate collection schedules to City customers by providing to the City holiday and after-hours telephone answering service via recorded message, or other method approved by City.

5.07 Hauling. All Refuse and Commodities hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented.

5.08 Delivery. All Commodities collected for delivery and sale by Contractor shall be hauled to a processing facility. The charge for delivery to the facility shall be included in the rate in the Proposal for each Residential Unit serviced by Contractor.

5.09 Disposal. All Refuse collected for disposal by Contractor shall be hauled to a Disposal Site.

5.10 Notification. City shall notify all Customers at Residential Units about complaint procedures, rate, and regulations for scheduled collection.

5.11 Point of Contact. All dealing, contact, etc., between Contractor and City shall be directed by Contractor to the City Manager or his/her designated Representative, and by City to Contractor's General Manager or his/her designated Representative.

6.00 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications of this Contract shall govern the obligations of Contractor where there exist conflicting regulations of the City on the subject. Contractor shall be subject to all lawful exercise of the police power of the City and current and subsequent Code or Ordinances relating to collection and disposal of municipal solid waste, and shall enforce and comply with said Code of Ordinances in good faith. Contractor shall comply with, and finance compliance with, all current and future State and Federal laws regulating the collection and disposal of municipal solid waste for the term of any service contract with City.

7.00 EFFECTIVE DATE

The Contract shall become effective _____, 2019.

8.00 TERM

The Contract shall be for a five (5) year period beginning on the effective date and ending five (5) years thereafter. The initial term of this Contract shall automatically be extended for successive five (5) year terms, unless either party notifies the other party in writing, not less than six (6) months prior to the expiration of the initial five (5) year term, or of any successive five (5) year term, of its intention to terminate the Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

9.00 NONDISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin as required by State and Federal laws.

10.00 INDEMNITY

Contractor will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense, and attorneys' fees arising out of a willful or negligent act or omission of Contractor, its officer, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or arising out of a claim that the City was not authorized to award this Contract or such was in conflict with the terms of a prior Contract executed by the City.

11.00 LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license with city which may be granted by a separate service contract) and promptly pay all taxes required by City, State, and other jurisdictions with applicable taxing authority.

12.00 INSURANCE

During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

13.00 BOND

13.01 Performance Bond

a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of \$250,000 with pro rata reduction over the term of the Agreement.

b) Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond prior to the execution of the service contract.

c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in Texas, and shall be satisfactory to City.

13.02 Power of Attorney. Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

14.00 BASIS AND METHOD OF PAYMENT

14.01 Collection and Disposal Rates

a) The rate for collection services required to be performed pursuant to Section 4.01 (a), (b), (c) and (d) shall be the rates set forth in Exhibit "A", attached hereto and made a part hereof, subject to adjustment in accordance with Section 14.02.

b) For special collection provided by Contractor, the charges are to be negotiated between Contractor and Customer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

c) The Refuse collection charges provided by Sections 14.01 (a) - (d) shall include all disposal costs.

14.02 Modification to Rates

- a) Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.
- b) Additional Rate Modification Terms for Recycling Services Rates. The rates for Recycling Services to the residential customer shall consist of a Monthly Collection fee plus the Recycling Processing Fee as set forth on Exhibit A. The "Processing Charge" means the current rate the recycle facility charges to process Recyclable Materials.
- c) Annual Recycling Adjustment. In addition to the Annual Rate Adjustment, on each anniversary of the Effective Date of this Agreement, Republic may evaluate, and adjust if needed, the Recycling Processing Fee based on any changes in Processing Charge from the recycle facility. The Recycling Processing Charge over the most recent twelve month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. The CITY may discontinue recycling services with the CONTRACTOR at the CITY's sole discretion.

- d) **Change in Law Adjustments.** Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

14.03 **City to Act as Collector for Residential Units.** City shall submit statements to and collect from all Residential units for service provided by Contractor pursuant to Section 4.01.

14.04 **Contractor to Act as Collector for Commercial and Industrial Units.**

14.05 **Contractor Billings to City -** Contractor shall bill City for service rendered to Residential Units within fifteen (15) days following the end of the month and City shall pay Contractor on or before the 15th day following the receipt of the invoice. Such billing and payment shall be based on the price rates and schedules set forth in Exhibit A. Contractor shall be entitled to payment for all services rendered to Residential Units irrespective of whether or not City collects from the customer for such service, less ten (10) percent franchise fee. Contractor shall remit ten (10) percent from billing for all Commercial and Industrial Units each month.

14.06 **Delinquent and Closed Accounts**

a) Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by City. Upon further notification by City, Contractor shall resume Refuse collection on the next regularly scheduled collection day. City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from Contractor's discontinuing service at any location at the direction of City.

b) Contractor shall have the right to discontinue Refuse collection service at any Commercial or Industrial Unit delinquent in its payments.

15.00 FRANCHISE FEE

Contractor shall pay to City ten percent (10%) of all amounts received by the Contractor for all Residential, Bin Type Commercial, and Industrial Refuse collection and disposal services provided pursuant to this Contract.

16.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of Contractor as though it was the original Contracting Party.

17.00 EXCLUSIVE CONTRACT

Contractor shall have the sole franchise, license and privilege to provide Refuse collection and removal and Recycling collection within the corporate limits of City. Contractor shall at all times have the right to

EXHIBIT A
RATE SCHEDULE

Residential

Once per week REFUSE collection with polycart	\$ 12.26
Twice per month RECYCLE collection with polycart*	\$ 4.00
Total charge to resident/per month	<u>\$ 16.26</u>
Additional polycart/ per month	<u>\$ 4.67</u>

*Monthly recycle rate above consists of \$1.06 collection fee + \$2.94 processing fee

Commercial Hand Collection

Once per week REFUSE collection with polycart	\$ 16.41
Additional polycart/per month	\$ 4.67

Front Load Containers

SIZE	1X week	2X week	3X week	4X week	5X week	Extra
2 yard	84.17	149.59	215.08	280.44	345.85	47.56
3 yard	94.68	165.65	240.25	313.04	385.86	47.56
4 yard	102.05	180.97	262.40	342.59	422.74	55.49
6 yard	123.06	217.98	312.91	407.82	502.78	63.43
8 yard	145.61	255.33	379.26	474.69	584.35	63.43

Casters: \$ 32.86

Locks: \$13.16

Extra
Yardage: \$25.00/ yd.

Roll Off Containers

SIZE	TYPE	Delivery/ Relocate	Washout	Rent/Day	Haul Rate/Load	Deposit/ Container
20 yard	Open Top	131.50	150.00	3.80	475.24	262.99
30 yard	Open Top	131.50	150.00	3.80	556.98	262.99
40 yard	Open Top	131.50	150.00	3.80	602.40	262.99
30 yard	Compactor	Negotiable	175.00	Negotiable	610.00	n/a
35 yard	Compactor	Negotiable	175.00	Negotiable	616.24	n/a
40/42 yard	Compactor	Negotiable	175.00	Negotiable	622.47	n/a

FRANCHISE FEE 10%

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.
 - 1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.
 - 1.2 “**Acceptable Material**” means the materials listed in Section 8 below.
 - 1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).
2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.
3. Collection. City shall pay Company per Unit for the collection of Recyclable Materials from [Residential Units and Small Commercial Units]. City’s Collection rate assumes that, on average, City’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection rate is subject to Rate Adjustments as set forth in Section 14 of the Agreement.
4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.
5. Reporting. Company will provide City with a report upon the city’s request detailing the total tons of Recyclable Material received from the City for the requested time period.
6. Changes in Market Conditions. If market conditions develop that limit or inhibit what materials are considered Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.
7. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.
 - Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
 - Ferrous Cans - soup, coffee cans, etc.

- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

8. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Glass food and beverage containers
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT C

PERFORMANCE STANDARDS

I. Residential and Commercial Hand Collection

- A. Schedule: Once weekly.
- B. Hours of Operation: 7:00 a.m.- 6:00 p.m.
- C. Placement: Curbside
- D. Approved Containers: 95 gallon carts provided by Republic Services
- E. Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others by inadequate containers will be the residents' responsibility, but will be worked out to satisfaction of the City.
- F. Brush and Bulky Item Collection
 - 1. Large amounts will be collected after regular collection is completed. Residents will be charged at the rate of \$1.50 per minute for time spent on collection. Minimum charge will be \$15.00. Only those residents calling Contractor's dispatch office to request collection will be scheduled. No drive time will be charged to residents.
 - 2. The U.S. Environmental Protection Agency prohibits the disposal of "white goods" containing chlorofluorocarbon refrigerants "CFC's" (Freon). These items will not be collected without a certificate of removal of the CFC's. This includes items such as refrigerators, freezers, air conditioners, etc.
 - 3. Commercial construction debris will not be collected from Residential Units, including dirt, concrete, rock or sand.
- G. Commercial Hand Collection: Customers with an average weekly volume exceeding 1.5 cubic yards will use container service unless there are extraordinary circumstances. Any dispute in average weekly volume will be submitted to City officials for decisions.

II. Residential Recycling

- A. Schedule: Once every other week.
- B. Approved Containers: 65 to 95-gallon polycart

III. Commercial and Industrial Container Collection

- A. Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 8 cu. yd., 20 cu. yd., 30 cu. yd., 40 cu. yd.
- B. Schedules Available: As per individual agreement.
- C. Hours of Operation: 7:00 a.m. - Completion.
- D. New Service: Requests for new service will be filled within seven (7) working days.

E. Extra Collections: if notified by 10:00 a.m. of service day, extra pickups will be performed that day. After 10:00 a.m., Contractor will attempt to make the pickup that day. If unable, it will be made the following service day. There is a charge for extra pickups and refills.

F. Blocked Containers: If access to a container is blocked, the driver will radio the dispatcher. A call will be placed to the customer describing the obstruction. The driver will wait until the customer is contacted and the obstruction cleared. If not cleared within fifteen minutes, the driver will proceed on route. Customer may call in for an extra pickup, if desired, when access is clear.

G. Overfilled Containers: Containers will not be emptied if a safety hazard exists. Customer will be contacted to remove excess. The pickup will be rescheduled when excess refuse has been removed.

H. Container Maintenance: Containers that have been damaged will be exchanged or repaired within seven (7) working days of notification. If the damage is not due to Contractor's servicing, or a defect in materials and workmanship, a fee will be charged to the customer. The amount will depend on the repairs needed. All containers will be exchanged at reasonable intervals to maintain a good appearance considering type of refuse generated, normal wear and weathering. If an unsightly condition develops due to fire, paint or other causes beyond Contractor's control, the container will be exchanged upon the request of the customer. A maximum of \$60.00 for refurbishing will be charged.

I. Gates and Enclosures: Assistance will be requested for opening and closing gates at those locations, which desire to place containers in enclosures. If customer is unwilling to open and shut gates, an additional charge of \$5.00 per month per container times the number of pickups per week will be added.

J. Odor and Insect Control: The customer will be responsible for odor and insect control in and around containers.

K. Non-Payment: Customers will be notified in writing when 30 days past due. If unpaid after 45 days, customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the utility department. If a customer is suspended twice, a deposit in the amount of one month's average billing will be required to re-establish service. The deposit will be refunded after one year of prompt payments by customers.

HEWITT TEXAS

COUNCIL WORKSHOP AGENDA ITEM #3 **Budget Calendar**

BUDGET CALENDAR 2019-2020

Date	BUDGET STEPS
4/30	Preliminary Tax Roll to be received by City no later than 4/30.
5/2	CAPITAL PROJECTS - FIVE YEAR PLAN
	City Manager, City Engineer, Finance, Utilities, Streets & Parks, Drainage & Community Development staff meet to discuss additions, deletions, and re-configuring Capital Projects for the upcoming 5 year period. Council reviews.
5/7	BUDGET CREATION BEGINS
	City Manager gives direction for the budget year at the Department Head meeting. Department Heads begin work on their departmental budgets. HR begins work on Proposed PD & FD Step Charts and Proposed Salary Schedule. If needed, HR proposes changes to Titles, Promotions & Pay Adjustments. If needed, Department heads prepare New Personnel Requests and Capital Outlay Requests.
6/3	COUNCIL BUDGET EXPECTATIONS
	Council gives budget direction to City Manager for upcoming budget year.
6/11	DEADLINE FOR BUDGET REQUESTS MADE ON 5/7
	In advance to reviewing department budgets, City Manager reviews proposed PD & FD Step Charts and Salary Schedule for use in departmental budgets. City Manager reviews any proposed changes to Titles, Promotions, & Pay Adjustments to be included in Proposed Budget. City Manager reviews with Department Heads individually, their proposed budgets including Personnel Requests and Capital Outlay Requests. City Manager and Finance Director review Revenue estimates and Debt budgets. The department reviews include General Fund, Utility Fund and Drainage Fund. The Master Fee List is reviewed for changes proposed by Department Heads.
6/18	DEPARTMENT DEADLINE FOR REVIEW WITH CITY MANAGER
	After final review, per the Charter, the City Manager has a Proposed Budget to present at City Council's Budget Workshop(s). By Charter, the Proposed Budget includes a Statement regarding the Financial Condition of the City, Tax Information, Debt Information, Reserves, Capital Expenditures with provisions for financing, if needed, a Five Year List of Capital Projects and Personnel Information including Staffing by Fund and Department, PD & FD Step Charts, & Salary Schedule.
7/8, 7/15	SPECIAL & REGULAR MEETINGS-BUDGET WORKSHOPS
	City Council's Budget Workshop. City Manager presents the Proposed Budget for council discussion. City Council makes changes to Proposed Budget, if any, in preparation for Record Vote on 7/29.
7/25	CERTIFIED TAX ROLL DEADLINE
	Deadline to receive Certified Tax Roll from Appraisal District. Can then have Tax Assessor's office run Effective, Rollback, I&S and M&O rates. Adjust budgeted ad valorem revenue if needed.
7/26	PUBLISH BUDGET NOTICE OF PUBLIC HEARING
	* "Notice of Public Hearing" in paper (Budget Notice). Per Charter, must publish 15 days prior to public hearing on 8/12. * "Notice of Public Hearing" on website (Budget Notice). * Proposed Budget available for public view in City Secretary's office and on website by August 1st per Charter.
7/29	SPECIAL MEETING- TAKE RECORD VOTE
	* Council takes record vote on tax rate AND * Announces date and place for public hearing on the Proposed Budget on 8/12.
8/2	PUBLISH REQUIRED TAX NOTICE
	* "Notice of 2019 Tax Year Proposed Property Tax Rate for the City of Hewitt" (published by Tax Assessor). 1st hearing at least 7 days from the publishing. Only publish once. * Publish on Website "Notice of 2019 Tax Year Proposed Property Tax Rate for the City of Hewitt."
8/12	SPECIAL MEETING ON BUDGET & TAX RATE (1 of 2)
	* 1st Public Hearing on Tax Rate (1st hearing at least 7 days from published Notice.) * The Public Hearing on the Budget. * Announce date for Council to vote on tax rate on 8/26.
8/19	REGULAR MEETING ON TAX RATE (2 of 2)
	* 2nd Public Hearing on the Tax Rate. (2nd hearing at least 3 days from 1st and no more than 14 days before hearing to adopt.) * Announce date of vote on 8/26.
8/26	SPECIAL MEETING-ADOPT TAX RATE & BUDGET
	* Ordinance accepting & approving Tax Roll. * Ordinance Levying a tax rate; special wording on increase in M&O tax revenue and \$\$ on \$100k home. * Ordinance adopting revised Master Fee Schedule. * Ordinance adopting and appropriating Budgets.
8/26	Council signs paperwork from Tax Assessor setting rates.
8/27	Web Publishing of Adopted Budget.
10/1	Budget becomes effective.

Calendar for May 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Calendar for June 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Calendar for July 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Calendar for August 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 8, 15 - Council-Budget Workshop
- 25 - Receive CERTIFIED TAX ROLL
- 26, 2 - Publish Notices
- 29 - Council takes Record Vote setting upper limit to tax rate
- 12, 19 & 26 - Required Council meetings

HEWITT TEXAS

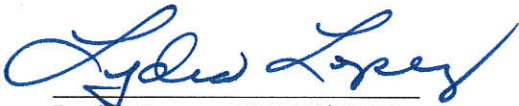
NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **15th day of April, 2019, at 7:00 PM in Hewitt City Hall, Council Chambers, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed and upon which action may be taken:

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Special presentation to Kade Perry
4. Special presentation of proclamation in recognition of "Public Safety Telecommunicators Week".
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.*
6. Consider approval of minutes of the City Council Regular Meeting of April 1, 2019.
7. Authorize the City Manager to negotiate and execute an agreement with Lewis Concrete Restoration for restoring and coating of sanitary sewer manholes in an amount not to exceed \$40,000.
8. Authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2019 Household Hazardous Waste event and allocate funding in an amount not to exceed \$10,000 for the cost of participation.
9. Public hearing and action on Ordinance No. 2019-06 for the Final/Comprehensive Site Plan for the P-R District, O'Campo C A-32, Tract 35 located in the 300 Block of W. Panther Way.
10. Briefing and discussion concerning March Financial Statements and Quarterly Investment Report.
11. Declaring surplus property and authorizing the City Manager to donate eight (8) ticket writer printers to the city of Bellmead.
12. Briefing and discussion concerning scheduling of council meetings for May 2019.
13. 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 4:30 AM/PM on April 10, 2019.

CITY OF HEWITT



Lydia Lopez, TRMC/CMC
City Secretary

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2019

AGENDA ITEM #: 4

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Special presentation of proclamation in recognition of "Public Safety Telecommunicators Week".

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt is proud to recognize the entire Telecommunications staff for exhibiting compassion, understanding, and professionalism during the performance of their job.

SUGGESTED MOTION:

Not applicable

ATTACHMENTS:

Proclamation

OFFICIAL MAYOR'S PROCLAMATION CITY OF HEWITT, TEXAS

WHEREAS, emergencies requiring police, fire, or medical services can occur at any time and the prompt response of these emergency responders is critical to the protection of life and the preservation of property; and

WHEREAS, during times of personal crisis, Telecommunications Specialists are the first contact that citizens have with emergency services, and their appropriate response to each caller's need is critical; and

WHEREAS, the Telecommunications Specialists of the City of Hewitt serve as an essential component of emergency responders in the McLennan County area; and

WHEREAS, the Telecommunications Specialists of the City of Hewitt contribute substantially to the mitigation of crime, apprehension of criminals, suppression of fires, and overall safety and welfare of our community.

NOW THEREFORE, I, Ed Passalugo, by virtue of the power vested in me as Mayor of the City of Hewitt, Texas do hereby proclaim the week of April 14 – 20, 2019, as "*Public Safety Telecommunicators Week*" in Hewitt and further resolve that the City of Hewitt is very proud to recognize and honor the men and women whose dedicated services keep the city safe.

Signed and sealed this 15th day of April, 2019.

Ed Passalugo, Mayor

Attest:

Lydia Lopez, City Secretary

HEWITT TEXAS

AGENDA ITEM #5 – 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.
3. 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.**
4. 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.
5. As a general rule, citizens may not participate or address the council or staff during the workshop session.

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.



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2019

AGENDA ITEM #: 6

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Regular Meeting of April 1, 2019.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

SUGGESTED MOTION:

"I move approval of the minutes as presented but allow for corrections."

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

**MINUTES OF A CITY COUNCIL
WORKSHOP/REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
April 1, 2019 – 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 Erica Bruce

Staff present: City Manager Bo Thomas, Police Chief Jim Devlin, Assistant Police Chief Tuck Saunders, Fire Chief Lance Bracco, Community Development Director Tracy Lankford, Finance Director Lee Garcia, Managing Director Katie Allgood, and City Secretary Lydia Lopez

Staff absent: Library Director Waynette Ditto and Utilities Director Kevin Reinke

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.
3. **PRESENTATION OF REPORT FROM CITY ENGINEER MILES WHITNEY.**
 - Update on pending utility projects.
 - Update on pending street projects.
 - Update on pending drainage projects.
4. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL REGULAR MEETING OF MARCH 18, 2019.**

MOTION: Council Member Travis Bailey moved to approve the minutes as presented but allow for corrections.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bailey, Vidrine, Wachtendorf, Fortenberry, Bruce, Passalugo

NAYES: None

ABSENT: None

MOTION PASSED.

5. **BRIEFING AND DISCUSSION CONCERNING UPCOMING EVENTS:**
- Brush & Bulk Collection Service Day – April 13, 2019, 7 am – 12 noon, 1301 S. Hewitt Drive
 - Meet the City Manager – April 4, 2019 – 4:30 – 6:00 PM, City Hall/Council Chambers.

6. **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.*

Mike Field, 1413 Dendron Drive, appeared regarding bid for municipal depository services.

Ann Schiltz, 1220 Dendron, appeared to request that the Council consider making the minutes of the meeting available to citizens prior to the next Council meeting, questioned recommendation on bid for municipal depository, and suggested that there be a meet the candidate event at city hall.

7. **CONSIDERATION AND ACTION CONCERNING AWARD OF BID FOR MUNICIPAL DEPOSITORY SERVICES.** Bill Koch, Registered Representative with Valley View Consulting, LLC, presented the findings from the RFA Bid for Municipal Depository Services and responded to inquiries.

MOTION: Council Member James Vidirine to approve bid award for municipal depository services to Independent Bank.

SECOND: Mayor Pro Tem Steve Fortenberry

AYES: Fuller, Bailey, Vidrine, Wachtendorf, Fortenberry, Bruce, Passalugo

NAYES: None

ABSENT: None

MOTION PASSED.

8. **CONSIDERATION AND ACTION ON APPOINTMENT TO THE PARKS & BEAUTIFICATION BOARD.** Prospective applicant Ann Schiltz was present.

MOTION: Mayor Pro Tem Steve Fortenberry to approve the appointment of Ann Schiltz to the Parks & Beautification Board.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bailey, Vidrine, Fortenberry, Bruce, Passalugo

NAYES: Wachtendorf

ABSENT: None

MOTION PASSED.

9. CONSIDERATION AND ACTION ON REAPPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENTS.

MOTION: Council Member James Vidrine to approve the reappointments of Douglas Bergen, Charles Howard and R. Don Vardeman for a two-year term ending April 2021.

SECOND: Mayor Pro Tem Steve Fortenberry

AYES: Fuller, Bailey, Vidrine, Wachtendorf, Fortenberry, Bruce, Passalugo

NAYES: None

ABSENT: None

MOTION PASSED.

ITEM NOT LISTED ON THE PRINTED AGENDA. Mayor Ed Passalugo began to present a report on a TML Board Meeting of March 29, 2019. Council Member Wilbert “Walky” Wachtendorf asked the Mayor to adjourn the meeting as this item was not listed on the printed agenda.

- 10. ADJOURN.** *A motion was made by Council Member Bill Fuller and second by Mayor Pro Tem Steve Fortenberry to adjourn the meeting at 7:54 PM, all seven in favor, motion passed.*

Approved: April 15, 2019

Lydia Lopez, City Secretary

Ed Passalugo, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2019

AGENDA ITEM #: 7

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the City Manager to negotiate and execute an agreement with Lewis Concrete Restoration for restoring and coating of sanitary sewer manholes in an amount not to exceed \$40,000.00.

STAFF RECOMMENDATION/ITEM SUMMARY:

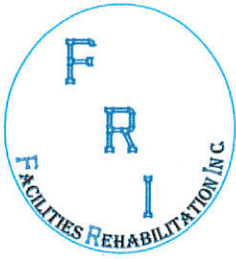
On an ongoing basis, the City of Hewitt Utilities Department conducts restoration work on sanitary sewer manholes throughout the city. I contacted various vendors that provide the necessary coating services for identified manholes. After review of proposals from three companies, staff is recommending award to Lewis Concrete Restoration. A copy of the proposals are included in the backup material. The comparative prices are in red. Funding is allocated in the maintenance and operation budget of the utilities department. If approved, the work would be scheduled in the next few weeks.

SUGGESTED MOTION:

I move approval of this item to authorize the City Manager to negotiate and execute an agreement with Lewis Concrete Restoration.

ATTACHMENTS:

Bid proposals



9120 S FM 973
Austin, Texas 78719
(512) 352-6035
(512) 352-6036 fax

Kevin Reinke
City Of Hewitt
103 N. Hewitt Dr.
Hewitt, Texas 76643

Dear Mr. Reinke;

Please accept this quotation for manhole rehabilitation using Quadex GeoKrete or Quadex Structure Guard with a Quadex Aluminaliner base. All application will conform To manufacturers specifications for application and will be guaranteed by Facilities Rehabilitation, Inc for a period of two years.

GeoKrete Geopolymer Manhole Rehabilitation-----\$120.00/VF

Aluminaliner with Structure Guard Epoxy MH Rehab-----\$185.00/VF

If we can provide you with any further information please feel free to contact us at your Convenience.

Respectfully,

Richard Bowsher



FUQUAY, INC.



4661 Old Hwy 81, New Braunfels, TX 78132

Phone (830) 606-1882 Fax (830) 606-1885

PROPOSAL

DATE: February 27, 2019

PROJECT: CITY OF HEWITT 2019 MH COATING PRICING

Cured In Place Pipe CIPP for Pipeline Rehabilitation #555-18

ITEM 20					Structure (Manhole) Rehabilitation and Corrosion Protection and Corrosion Protection and Additional Associated Items					Discount Price				
Section II	Item	Unit	Quantity		List Price	Total	7% Discount	Price	Total	Discount Price	Total			
Section II	20101	Condition Standards and Repair Methods - Condition 1 (1/8 MIL ONLY)	SOFT	1	\$17.00	\$17.00	-\$1.19	\$15.81	\$15.81	\$13.75	\$13.75			
		PRICE PER SF IS EQUIVALENT TO \$175.00 PER VF ON 4" INSIDE DIAMETER MHS												
Section II	20102	Condition Standards and Repair Methods - Condition 2 (1/2 CEMENTITIOUS / 1/8 MIL)	SOFT	1	\$29.00	\$29.00	-\$2.03	\$26.97	\$26.97	\$22.00	\$22.00			
		PRICE PER SF IS EQUIVALENT TO \$280.50 PER VF ON 4" INSIDE DIAMETER MHS												
Section II	20103	Condition Standards and Repair Methods - Condition 3 (1" CEMENTITIOUS / 1/8 MIL)	SOFT	1	\$43.00	\$43.00	-\$3.01	\$39.99	\$39.99	\$34.00	\$34.00			
		PRICE PER SF IS EQUIVALENT TO \$427.00 PER VF ON 4" INSIDE DIAMETER MHS												
Section II	20104	Inflow & Infiltration Repair - Injection of Chemical Grout Material	GAJ	1	\$267.50	\$267.50	-\$18.75	\$248.75	\$248.75	\$225.00	\$225.00			
	20105	Inflow & Infiltration Repair - Injection of Chemical Grout Material-Labor & Equipment	HR	1	\$203.50	\$203.50	-\$14.25	\$189.25	\$189.25	\$150.00	\$150.00			
Section II	20106	Manhole Bantch and Invert Repair 4" Diameter Base	EA	1	\$699.00	\$699.00	-\$48.80	\$650.20	\$650.20	\$600.00	\$600.00			
	20110	Structure Repair (any size)	SOFT	1	\$48.00	\$48.00	-\$3.36	\$44.64	\$44.64	\$35.00	\$35.00			
Section II	20116	Manhole Rehabilitation - Cementitious (CRM) only - 1/2 inch thickness	SOFT	1	\$18.00	\$18.00	-\$1.26	\$16.74	\$16.74	\$9.00	\$9.00			
		PRICE PER SF IS EQUIVALENT TO \$173.00 PER VF ON 4" INSIDE DIAMETER MHS												
Section II	20117	Manhole Rehabilitation - Cementitious (CRM) only - 1 inch thickness	SOFT	1	\$24.50	\$24.50	-\$1.72	\$22.78	\$22.78	\$14.00	\$14.00			
		PRICE PER SF IS EQUIVALENT TO \$178.00 PER VF ON 4" INSIDE DIAMETER MHS												
Section II	20120	Remove and/or Manhole Existing Coatings within Manhole or Structure	SOFT	1	\$8.50	\$8.50	-\$0.60	\$7.91	\$7.91	\$4.75	\$4.75			
	20121	Provide and Install Internal Drop Assembly, up to 12"	EA	1	\$1,872.50	\$1,872.50	-\$131.08	\$1,741.42	\$1,741.42	\$1,550.00	\$1,550.00			
Section II	20122	Provide and Install Internal Sika	EA	1	\$566.00	\$566.00	-\$39.62	\$526.38	\$526.38	\$550.00	\$550.00			
	20130	Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX	MILE	142	\$14.00	\$1,988.00	-\$10.98	\$1,877.02	\$1,877.02	\$1,420.00	\$1,420.00			

1) A MINIMUM OF 60 VF WILL BE PROVIDED TO FUQUAY FOR EACH MOBILIZATION.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK, AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE THE RESPONSIBILITY OF THE CLIENT. FUQUAY, INC. SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHT-OF-WAY. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.

EXTENSIONS:

BOND, SALES TAX, AND OCP
PERMITS, EASEMENTS, FEES
OFFSHORE
SURVEYING
SITE CLEARING

TERMS:

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE WITHIN THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

RESPECTFULLY SUBMITTED,

FUQUAY, INC.

BARRICADES, SIGNS, TRAFFIC HANDLING
INFILTRATION REPAIR
INLET/OUTLET REPAIR
ALL BYPASS PUMPING AND PIPE PLUGGING
PROVIDING AND/OR PERFORMING ANY TESTING

ACCEPTED BY:

COMPANY:

NAME:

TITLE:

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2019

AGENDA ITEM #: 8

SUBMITTED BY: Katie Allgood, Managing Director

ITEM DESCRIPTION:

Authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2019 Household Hazardous Waste event and allocate funding in an amount not to exceed \$10,000 for the cost of participation.

STAFF RECOMMENDATION/ITEM SUMMARY:

Every year, the City of Hewitt participates in Waco's annual Household Hazardous Waste event. Approval of this item would authorize the City Manager to execute an interlocal agreement with Waco allowing for Hewitt residents to participate in this year's event. The interlocal agreement is scheduled for consideration by the Waco City Council on April 16, 2019.

Additionally, approval would authorize the allocation of up to \$10,000 for participation. Funding is set aside in our current budget for this purpose.

The event is scheduled to take place on Saturday, May 18, 2019.

SUGGESTED MOTION:

I move approval of this item to authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2019 Household Hazardous Waste event and allocate funding in an amount not to exceed \$10,000 for the cost of participation.

ATTACHMENTS:

Sample interlocal agreement from previous year.

2017-232
1/17/17

STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

**2017 INTERLOCAL AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION**

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

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

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

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

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

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

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

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

2. PURPOSE

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

3. DUTIES OF WACO

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

- A. Designate one of its employees to serve on the Event planning committee;
- B. Recruit its citizens to volunteer as workers at the Event;
- C. Coordinate Event advertising targeted to its own citizens as well as some advertising designed to alert citizens within all of the participating cities;
- D. Administer and supervise an Event on **SATURDAY, MAY 06, 2017** in the parking lot of the City of Waco Solid Waste Operations Center at 501 Schroeder Drive;
- E. Chair a planning committee comprised of participating cities;
- F. Provide a centrally located collection site within Waco for the Event;
- G. Employ personnel, perform administrative activities, and provide administrative services necessary to perform this agreement;
- H. Cause the Event to be advertised in the local media;
- I. Enter into a contract with a household hazardous waste disposal firm ("contractor") for the handling, collection, transportation, storage, disposal,

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

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

4. DUTIES OF CITIES OTHER THAN WACO

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

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

5. RIGHT OF REFUSAL OF WASTE

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

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

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

6. COMPENSATION

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

7. WAIVER OF CLAIMS

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

8. IMMUNITY

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

9. FORCE MAJEURE

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

10. TERMINATION

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

11. NOTICE

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

12. ENTIRETY

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

13. SEVERABILITY

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

14. VENUE

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

15. AUTHORITY

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

16. AUTHORIZATION

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

EXECUTED in multiple counterparts, each intended as an original.

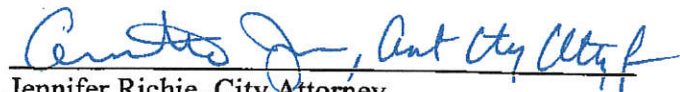
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CITY OF WACO, TEXAS

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

Date Signed: 1-19-17

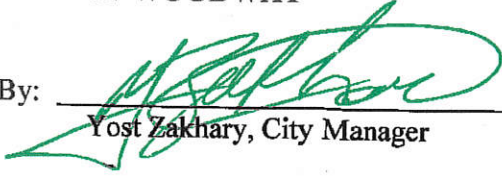
APPROVED AS TO FORM & LEGALITY:


Jennifer Richie, City Attorney

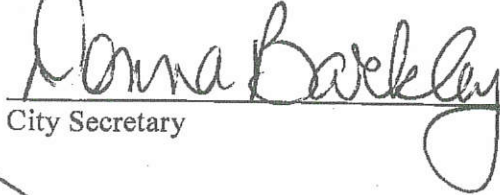
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CITY OF WOODWAY

By: _____


Yost Zakary, City Manager

ATTEST:


City Secretary

Date Signed: 1-20-17

APPROVED AS TO FORM & LEGALITY:

City Attorney

[Remainder of page intentionally left blank]



CITY OF HEWITT

By: Adam Miles
Adam Miles, City Manager

ATTEST:

Lydia Lopez
City Secretary

Date Signed: 02/08/2017

[Remainder of page intentionally left blank]

CITY OF LORENA

By: Joseph R. Pace
Joseph R. Pace, City Manager

ATTEST:

Monica Hendrix
City Secretary

Date Signed: 2-13-2017





CITY OF LACY-LAKEVIEW

By: _____

Keith Bond, City Manager

ATTEST:

Michelle Beck
City Secretary

Date Signed: 02-14-17

APPROVED AS TO FORM & LEGALITY:

[Signature]
City Attorney

RECEIVED
MAR 20 2017
CITY OF WACC
FINANCE

Exhibits

Letters from cities stating their level of participation in dollars

Woodway

Hewitt

Lorena

Lacy Lakeview



City of WOODWAY

www.woodway-texas.com

922 ESTATES DRIVE • WOODWAY, TEXAS 76712-3432 • 254/772-4480 • FAX 254/772-0695

YOUSRY "YOST" ZAKHARY

CITY MANAGER

y.zakhary@woodwaymail.org

Received

NOV 29 16

Waco Legal Services

Charles A. (Chuck) Dowdell
Director, Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2017 Household Hazardous Waste Event

Dear Mr. Dowdell:

The City of Waco will be hosting a HHW Event on Saturday, May 6, 2017. The event will be held at the following location:

Waco Solid Waste Services Main Office
501 Schroeder Rd
Waco, TX 76710

The City of Woodway wishes to participate in this Event and will enter into an interlocal agreement for Waco to conduct the Event as stated above. As the event coordinator, Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event.

Woodway agrees to pay the cost for Woodway residents up to \$ 12,000. Given the estimate of cost per participating household of \$65 to \$75, this funding will provide for approximately 160 households to participate. Woodway also agrees to have representatives present at the Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the city's funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact me or Amanda Harsh.

Sincerely,

Yost Zakhary
City Manager
City of Woodway
254-772-4480

HEWITT TEXAS

November 3, 2016

Charles A. (Chuck) Dowdell
Director, Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2017 Household Hazardous Waste Event

Dear Mr. Dowdell:

The City of Waco will be hosting a HHW Event on Saturday, May 6, 2017. The event will be held at the following location:

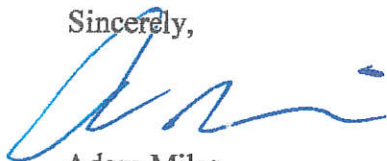
Waco Solid Waste Services Main Office
501 Schroeder Rd
Waco, TX 76710

The City of Hewitt wishes to participate in this Event and will enter into an interlocal agreement for Waco to conduct the Event as stated above. As the event coordinator, Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event.

The City of Hewitt agrees to pay the cost for Hewitt residents up to \$12,000. Given the estimate of cost per participating household of \$65 to \$75, this funding will provide for approximately 160 households to participate. The City of Hewitt also agrees to have representatives present at the Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the Hewitt's funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact me at (254) 666-6171.

Sincerely,



Adam Miles
City Manager

Charles A. (Chuck) Dowdell
Director, Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2017 Household Hazardous Waste Event

Dear Mr. Dowdell:

The City of Waco will be hosting a HHW Event on Saturday, May 6, 2017. The event will be held at the following location:

Waco Solid Waste Services Main Office
501 Schroeder Rd
Waco, TX 76710

The City of Lorena wishes to participate in this Event and will enter into an interlocal agreement for Waco to conduct the Event as stated above. As the event coordinator, Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event.

City of Lorena agrees to pay the cost for Lorena residents up to \$2,000.00. Given the estimate of cost per participating household of \$65 to \$75, this funding will provide for approximately 25-30 households to participate. City of Lorena also agrees to have representatives present at the Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the city's funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact me or Monica Hendrix.

Sincerely,

Joseph R. Pace
City Manager
City of Lorena

Charles A. (Chuck) Dowdell
Director, Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2017 Household Hazardous Waste Event

Dear Mr. Dowdell:

The City of Waco will be hosting a HHW Event on Saturday, May 6, 2017. The event will be held at the following location:

Waco Solid Waste Services Main Office
501 Schroeder Rd
Waco, TX 76710

The City of Lacy Lakeview wishes to participate in this Event and will enter into an interlocal agreement for Waco to conduct the Event as stated above. As the event coordinator, Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event.

Lacy Lakeview agrees to pay the cost for Lacy Lakeview residents up to \$2250. Given the estimate of cost per participating household of \$65 to \$75, this funding will provide for approximately 30 households to participate. Lacy Lakeview also agrees to have representatives present at the Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the city's funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact me or Michelle Hicks.

Sincerely,
Keith bond
City Manager

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2019

AGENDA ITEM #: 9

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on Ordinance No. 2019-06 for the Final/Comprehensive Site Plan for the P-R District, O'Campo C A-32, Tract 35 located in the 300 Block of W. Panther Way.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mark Bowles submitted a request to rezone property located in the 300 block of W. Panther Way from Single-family residential to Planned Residential. This request came before you and was approved in November 2018. He is now requesting the final site plan approval for this planned development as required by ordinance. The Planning and Zoning Commission met on Tuesday, April 2, 2019, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 6 to 0. A map of the property and copy of the minutes is included in the backup material.

SUGGESTED MOTION:

I move approval of Ordinance No. 2019-06 for the Final/Comprehensive Site Plan for the P-R District, O'Campo C A-32, Tract 35 located in the 300 Block of W. Panther Way.

ATTACHMENTS:

P&Z Draft Minutes and supporting documentation
Draft ordinance

HEWITT TEXAS

MINUTES OF THE PLANNING AND ZONING COMMISSION

April 2nd, 2019 – 6:00PM

Members Present: Chairman Charlie Turner, Jim Pless, John Baker, Bobby Wolske, Walter Peterson, Michael Lee Hix

Members Absent: Jonathan Dulus

Staff Present: Tracy Lankford, Community Development Director
Miles Whitney, City Engineer
Brittney Cantu, Zoning Secretary

1. **Call of Planning & Zoning Commission Meeting to Order.** *Chairman Charlie Turner Called the meeting to order at 6:00PM.*
2. **Consider Approval for Minutes of for the March 5, 2019 Planning and Zoning Commission regular meeting.** *A motion was made by John Baker, seconded by Bobby Wolske, to approve the minutes as submitted but allow for corrections. All six in favor, motion passed.*
3. **Public Hearing: Consider a request of Cassandra Nunley, by Mark Bowles for site plan approval of O'Campo C A-32 Tract 35, a Planned Residential District located in the 300 Block of W. Panther Way.** *Speaking in favor: Mark Bowles, property owner of requested project, residing at 1957 Hambleton Dr., Lorena, Texas. Mr. Bowles stated that he was here to answer any questions regarding this project. He has addressed issues that arose from the October 2, 2018 Planning and Zoning Meeting. Chairman Charlie Turner called for all those against the project to come speak, no one came forward. Public hearing closed at 6:04PM.*
4. **Discussion and possible action: Consider a request of Cassandra Nunley, by Mark Bowles for site plan approval of O'Campo C A-32 Tract 35, a Planned Residential District, located in the 300 Block of W. Panther Way.** *Chairman Charlie Turner asked for the City's recommendation on this project. Miles Whitey, City Engineer, stated he had received a set of new plans to review prior to the meeting, but was unable to*

review them prior to the meeting time. These plans are considered conceptual, and at this time the City is good with them based on good faith effort and continued good working relations with Mr. Bowles. John Baker made a motion to recommend approval, seconded by Bobby Wolske. All six in favor, motion carries. Recommendation will go before City Council on April 8, 2019.

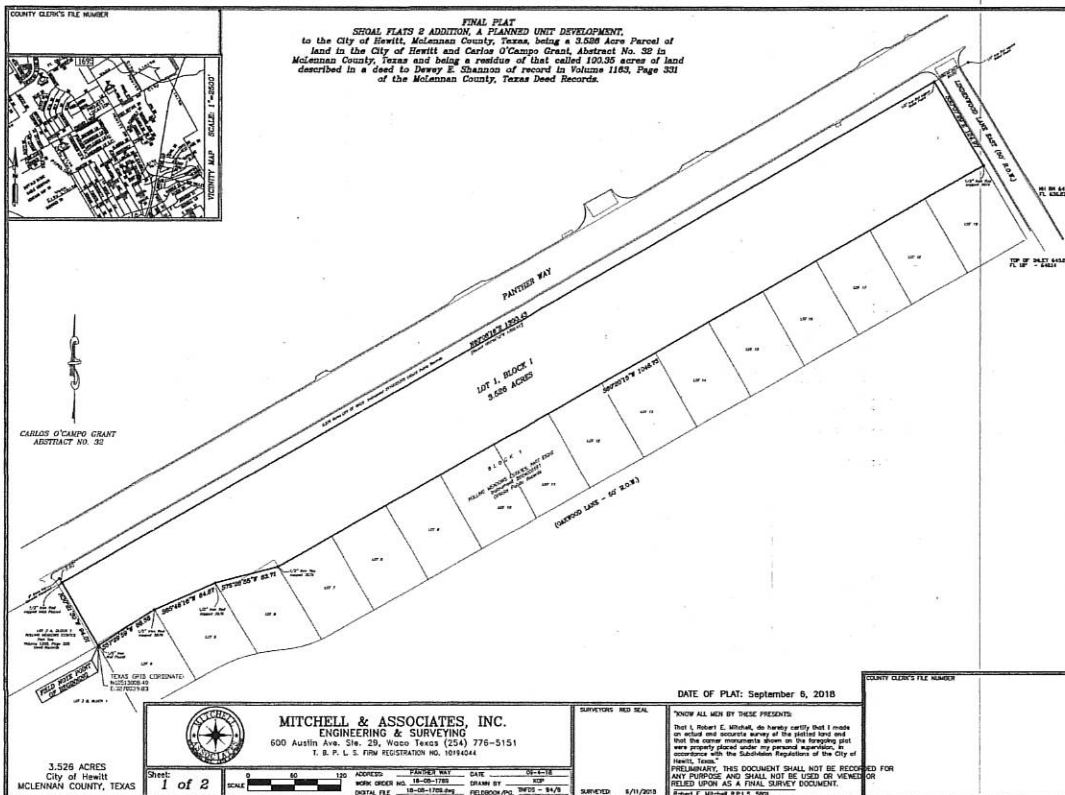
5. **Adjourn.** *A motion was made by John Baker and seconded by Jim Pless to adjourn the meeting at 6:07PM. All six in favor, motion passed.*

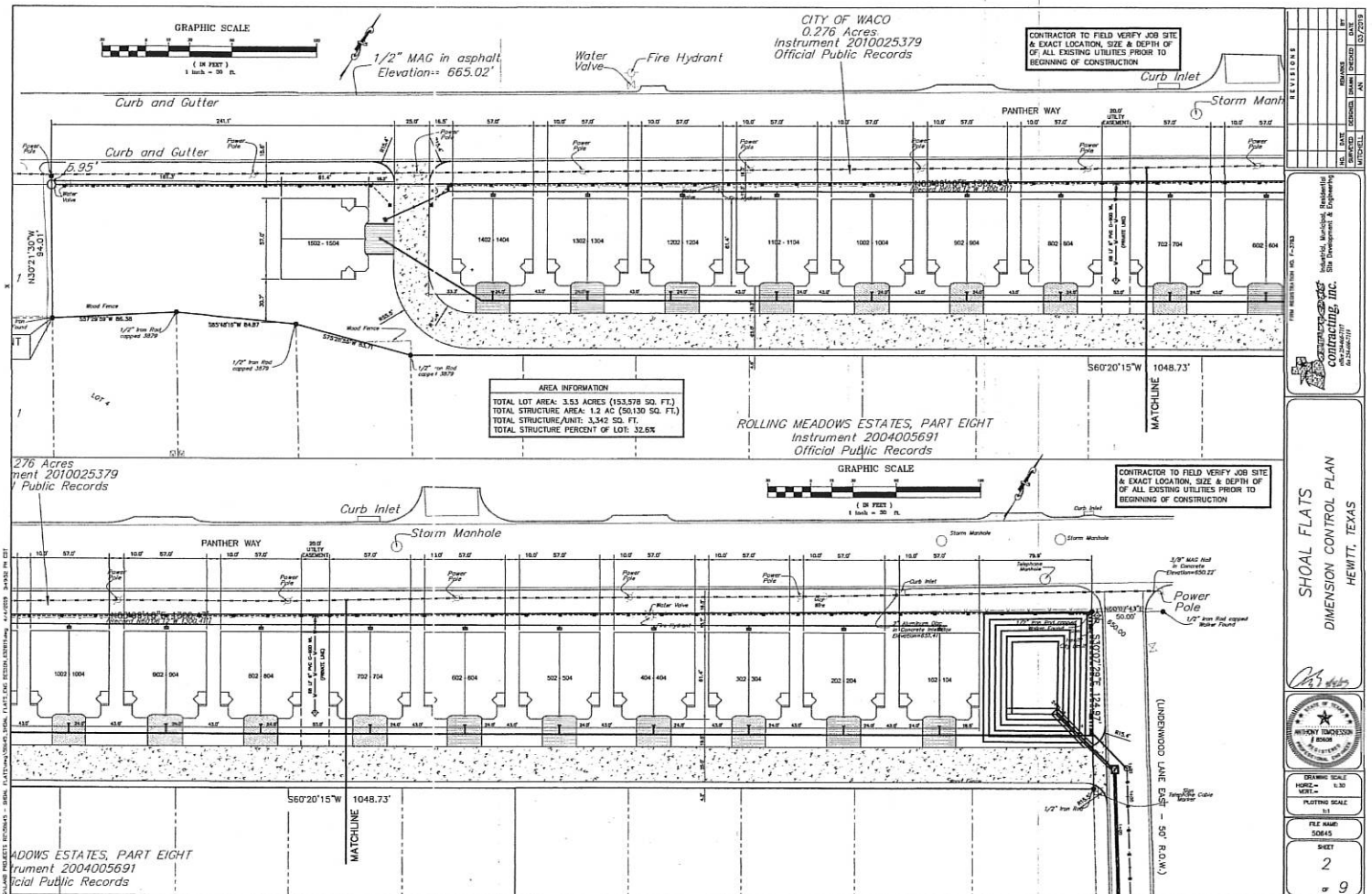
Chairman

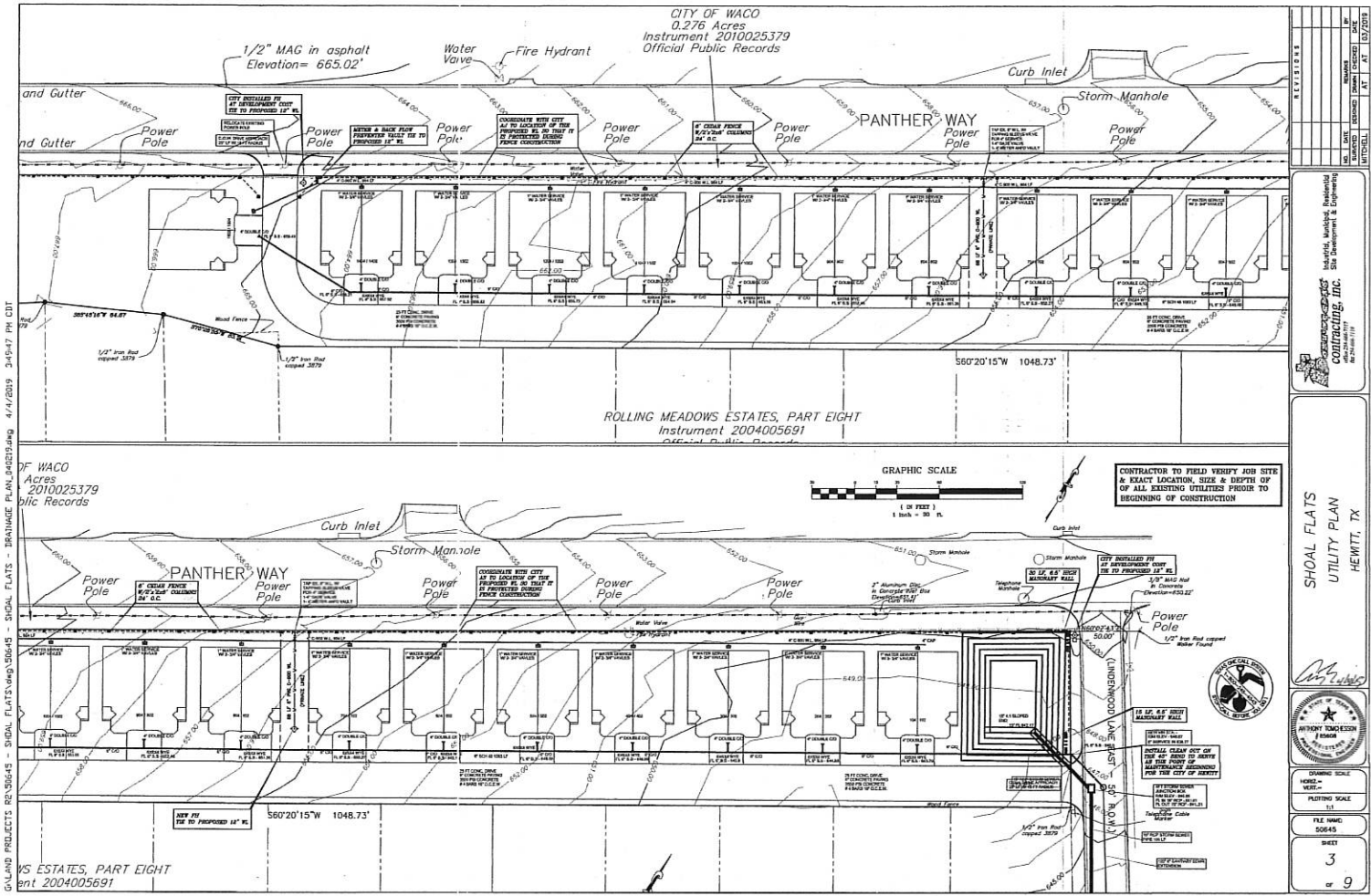
Date Approved



Brittney Cantu, Zoning Secretary







G:\LAND PROJECTS\RE\5645 - SHOAL FLATS\DWG\5645 - SHOAL FLATS - UTILITY PLAN\DWG\5645 - SHOAL FLATS - UTILITY PLAN.dwg 4/1/2009 3:45:47 PM CDT

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR RECORD
4	ISSUED FOR RECORD
5	ISSUED FOR RECORD
6	ISSUED FOR RECORD
7	ISSUED FOR RECORD
8	ISSUED FOR RECORD
9	ISSUED FOR RECORD
10	ISSUED FOR RECORD

CONTRACTOR TO FIELD VERIFY JOB SITE & EXACT LOCATION, SIZE & DEPTH OF ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.

GRAPHIC SCALE
 1" = 40'

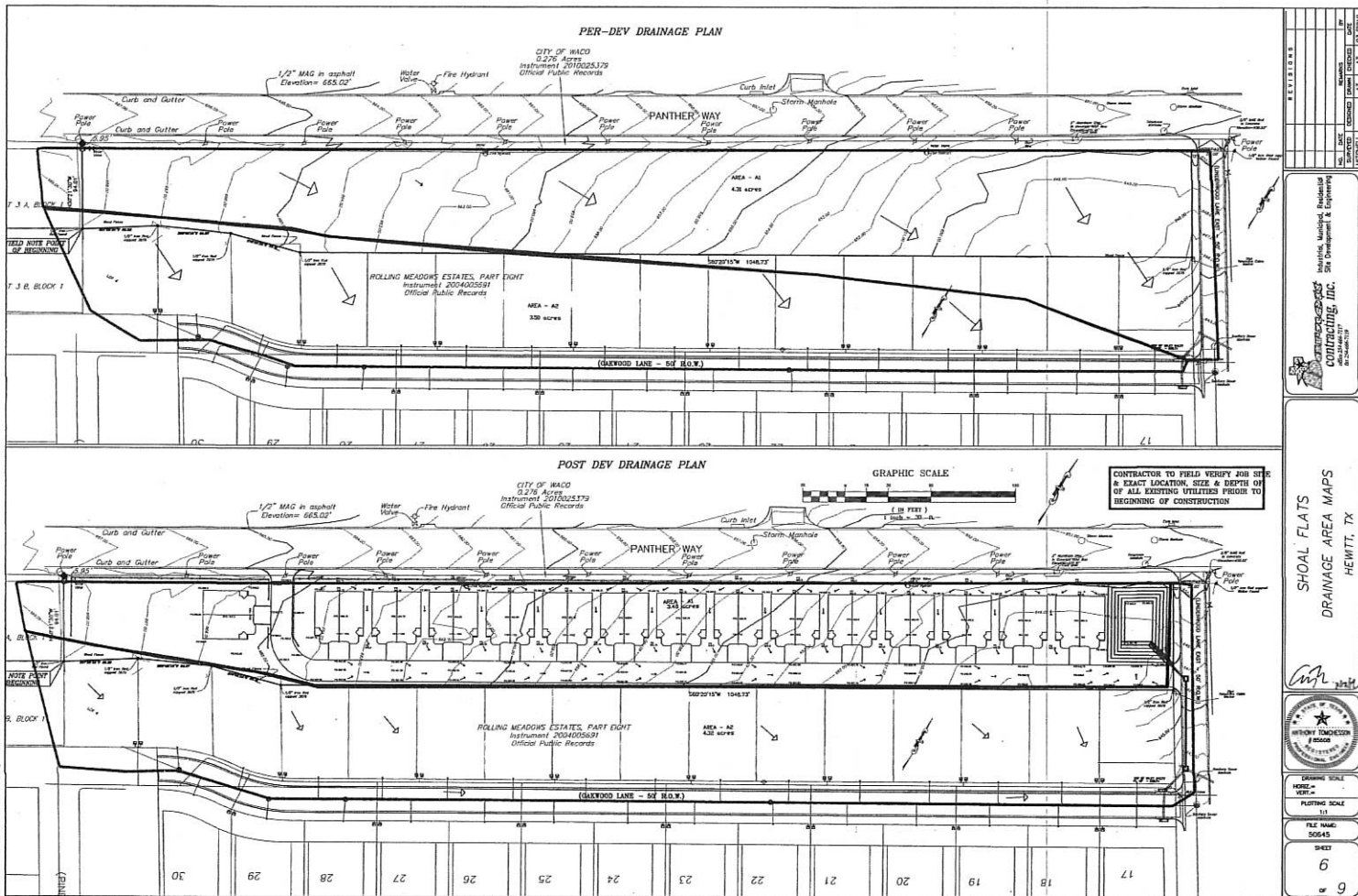
CITY OF WACO
 0.276 Acres
 Instrument 2010025379
 Official Public Records

ROLLING MEADOWS ESTATES, PART EIGHT
 Instrument 2004005691

SHOAL FLATS
 UTILITY PLAN
 HEWITT, TX

SHEET
 3
 OF 9

C:\DWG\BDC\Barnett-Ilans 9/13/2004 10:56:28 AM HDI



REVISIONS	
NO.	DATE
1	12/2/2003

SHOAL FLATS
DRAINAGE AREA MAPS
HEWITT, TX

CONTRACTOR
BARNETT-ILANS
10000 N. HWY. 177
SUITE 100
HEWITT, TX 76741
TEL: 817-291-1111
FAX: 817-291-1112

ENGINEER
BARNETT-ILANS
10000 N. HWY. 177
SUITE 100
HEWITT, TX 76741
TEL: 817-291-1111
FAX: 817-291-1112

PLANNING SCALE
1" = 30'-0"

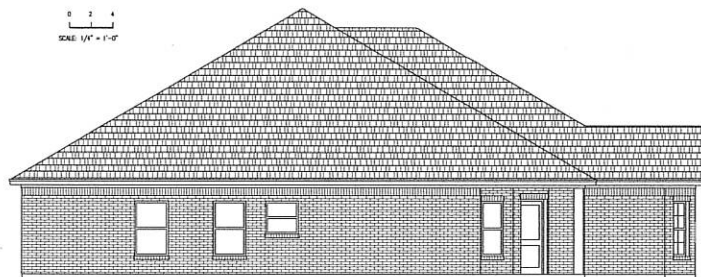
FILE NAME
S0545

SHEET
9

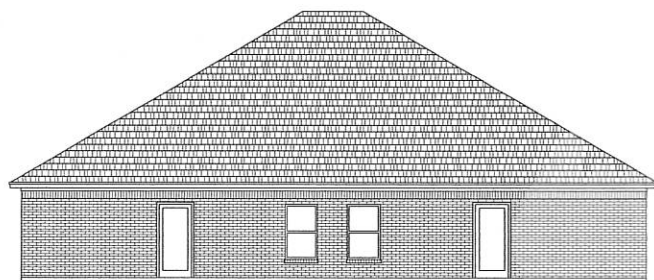
OF
6



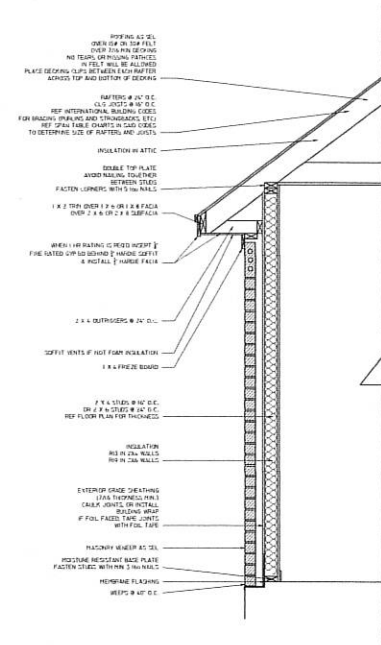
FRONT ELEVATION



SIDE ELEVATIONS

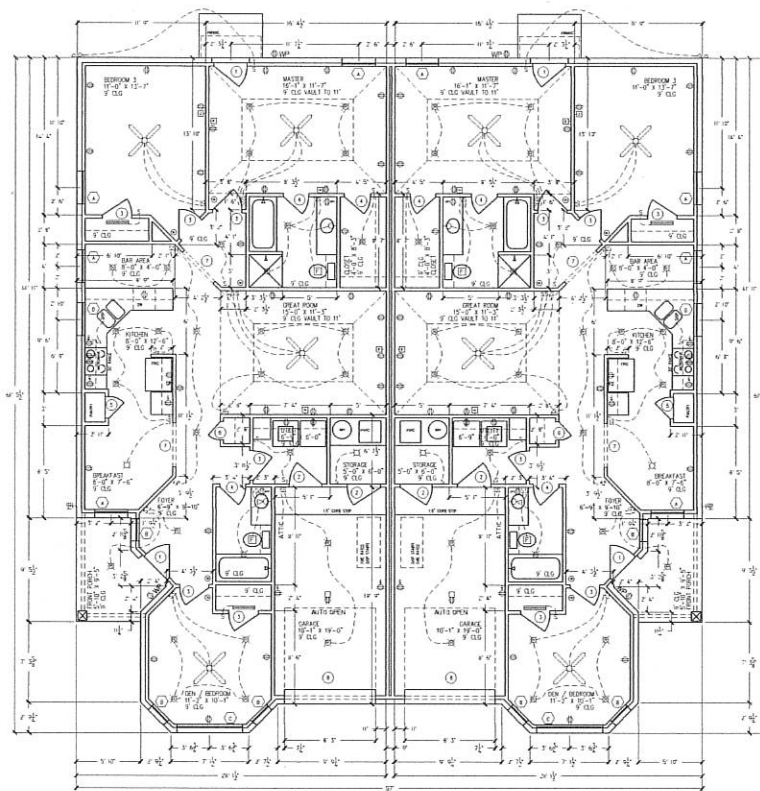


REAR ELEVATION



FRAMING DETAILS





SYMBOLS	
HOSE BOX	220 DUPLEX PLUG
TELEPHONE	LIGHT FIXTURE
TELEPHONE	RECEIVED
WEATHER PROOF	LIGHT FIXTURE
SMALL SWITCH	MAIL MOUNTED
3 WAY SWITCH	SPEAKER
4 WAY SWITCH	SMOKE DETECTOR
110 DUPLEX PLUG	WEATER
	FAN VENTED OUTSIDE

WINDOW SCHEDULE				
NO.	WIDTH	HEIGHT	DESCRIPTION	QTY
A	2'-0"	5'-0"	SLA. SCL.	
B	2'-0"	5'-0"	SLA. SCL.	
C	2'-0"	5'-0"	SLA. SCL.	
D	2'-0"	5'-0"	SLA. SCL.	

DOOR SCHEDULE		AREA PER SIZE	
1	3'-0" x 6'-0" EXTERIOR DOOR	GARAGE	333 SQ. FT.
2	3'-0" x 6'-0" FIRE RATED	FRONT PORCH	58 SQ. FT.
3	2'-0" x 6'-0"	BACK PORCH	45 SQ. FT.
4	2'-0" x 6'-0"	TOTAL	436 SQ. FT.
5	2'-0" x 6'-0"		
6	2'-0" x 6'-0"		
7	2'-0" x 6'-0"		
8	2'-0" x 6'-0"		

- GENERAL NOTES:**
- ALL VENTS IN MASTER BEDROOMS.
 - ALL SMOKE DETECTORS SHALL BE HANDWORN.
 - ALL WORK SHALL BE IN ACCORDANCE WITH CITY OF CHICAGO BUILDING CODES AND ORDINANCES.
 - GENERAL & SUBCONTRACTORS SHALL VERIFY DIMENSIONS AND EXISTING SITE CONDITIONS. CLIPPING OF WORK SHALL BE IN ACCORDANCE WITH SUCH CONDITIONS.
 - LOCATION OF STORM DRAINAGE, DRAINAGE, EXHAUSTS, AND BUILDING SERVICES SHALL BE AS SHOWN PRIOR TO CONSTRUCTION.
 - ALL DIMENSIONS ON EXTERIOR WALLS ARE FROM FACE OF FOUNDATION.
 - FACE OF STUD OR FACE OF WINDOW TO FACE OF STUD.
 - ALL DIMENSIONS ON INTERIOR WALLS ARE FROM FACE OF STUD TO FACE OF STUD.
 - ALL DIMENSIONS TO VENTILATORS ARE FROM OUTSIDE OF FOUNDATION TO CENTER OF OPENING.
 - ALL EXISTING FINISH IN WET AREAS SHALL BE VENTED OUTSIDE THE HOUSE.
 - ALL WORK SHALL CONFORM TO BEST PRACTICES IF APPLICABLE.
 - PLANS TO BE REVIEWED BY ARCHITECTURAL CONTROL COMMITTEE.
 - IF A/C IS IN ATTIC, A 2" x 4" PLUMBED CHANNEL SHALL GO FROM ACCESS HOLE TO UNIT, AND UNIT MUST BE WITHIN 20'.
 - GENERAL AND SUBCONTRACTORS SHALL VERIFY ENGINEERED DRAWINGS AND ARCHITECTURAL DRAWINGS IN NOT HAVE DISCREPANCIES.
 - LOCATION OF STORM DRAINAGE, EXHAUSTS, AND BUILDING SERVICES SHALL BE AS SHOWN PRIOR TO CONSTRUCTION.
 - ALL WINDOWS WITHIN 24" OF AN EXTERIOR OR INTERIOR DOOR TO BE DAMPENED GLASS.
 - GENERAL AND SUBCONTRACTORS TO VERIFY ALL WINDOWS MEET EXISTING CODES IN APPLICABLE LOCATIONS.
 - GENERAL AND SUBCONTRACTORS TO VERIFY SIZING AND LOCATIONS OF ALL APPLIANCES AND COMPONENTS.

FLOOR PLAN
SCALE 1/4" = 1'-0"



APPLICATION REVIEW
Z-2019-2

CASE #: Z-2019-2
NOTICES: 41 mailed; returned,
HEARING DATE: April 2, 2019
PROPERTY ADDRESS: 300 Block W. Panther Way
LEGAL DESCRIPTION: O'Campo C A-32 Tract 35
APPLICANT: Mark Bowles
MAILING ADDRESS: 719 N. New Road. Waco, Texas 76710

ZONING:

The applicant previously requested a zone change from **R-1 Single-family to R-P Planned Residential District**. This request was approved on November 5, 2018.

SUMMARY DESCRIPTION OF USES IN R-P: The R-P district is intended to be used in combination with other districts to permit the grouping together of uses of different districts and the modification of certain controls in a manner so as to produce large area development arranged to better serve community needs, reduce the demands on community facilities and to create larger areas of open space than that generated under normal district controls.

COMMUNITY DEVELOPMENT REVIEW

NEIGHBORHOOD CHARACTER:

The neighborhood is generally characterized as an area of residential uses. The majority of the surrounding properties are residential in use. This property is adjacent to single-family residential and Duplex residential.

STAFF RECOMMENDATION

PLANNED RESIDENTIAL SITE PLAN:

Community Development recommends **approval** of this request to change based on the

following findings:

- 1) The proposed zoning is in keeping with the land use component of the Comprehensive Plan.
- 2) The public infrastructure is adequate to provide for uses allowed in R-P zoning district.
- 3) The property meets all the size and width requirements for R-P zoning.
- 4) The property is located along Panther Way and E. Lindenwood.

ENGINEERING DATA

Engineering comments will be provided

TRAFFIC DATA

1. Description of the adjacent street system:

Road	Classification	# of Lanes	Avg. Daily Traffic
Sun Valley	Arterial	3	data not available

Estimated increase in traffic on adjacent streets at full build out:

Immediate: Minor Future: none

3. Will the development's impact be of sufficient magnitude to require mitigation for:

- a) Access problems: no
- b) Increased traffic congestion: Slight
- c) Pedestrian traffic: no
- d) Visibility problems: no

4. Traffic Department comments and recommendations:

No significant traffic impact anticipated.

PUBLIC WORKS DATA

1. Street condition: Good X Acceptable____ Needs Reconstruction____

2. Street width: Existing: ROW 70' Pavement 45'

Required: ROW 70' Pavement 45'

3. Curb and Gutter:

Community Development

 Does not apply Needs to be installed Exists X Needs Reconstruction

4. Drainage facilities are required for this development.
5. Water is available to the property, and it will serve the heaviest uses allowed under the request.
6. Sewer is available to the property but will need to be extended.
7. Public Works comments and recommendations:

The property is served with public water and there has been no damage reported.

INSPECTION DEPARTMENT REVIEW

Comments

None

FIRE DEPARTMENT REVIEW:

Anticipated Fire Response Time:

Is the Fire Response Time Adequate?: (Y) Yes (N) No

Fire Department Comments and Recommendations:

Fire hydrants will need to be relocated and an additional hydrant will need to be installed due to the length of the drive.

MCLENNAN COUNTY HEALTH DISTRICT REVIEW

Inspection/Permit Required N (Y) Yes (N) No

Date of Inspection: None

Comments

POLICE DEPARTMENT REVIEW

Community Development

Comments None

PROPERTY OWNERS LIST

Applicant: Mark Bowles

Owner: Mark Bowles

City of Hewitt, Texas

ORDINANCE NO. 2019-06

**ORDINANCE OF THE CITY OF HEWITT, TEXAS
APPROVING FINAL/COMPREHENSIVE SITE PLAN FOR
PLANNED RESIDENTIAL DISTRICT: SHOAL FLATS
DEVELOPMENT (Southwest Corner of Panther Way and East
Lindenwood 5.341 acres)**

WHEREAS, a zoning change resulted in the creation of a Planned Residential District comprised of 5.431 acres (O'Campo C A-32, Tract 35) and being located at the Southwest Corner of Panther Way and East Lindenwood ("Shoal Flats Development"); and

WHEREAS, the Conceptual Site Plan for the P-R District has been previously approved; and

WHEREAS, The Final/Comprehensive Site Plan for the P-R District has been reviewed by staff and found to be compliant with the City's regulations thereon, and

WHEREAS, the Planning & Zoning Commission has reviewed the Final/Comprehensive Site Plan for the P-R District and recommends that the City Council approve the Site Plan; and

WHEREAS, all required notices of this meeting have been given and a public hearing has been held.

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

1. The foregoing recitals are incorporated herein and made findings of fact;
2. The Council finds no reason to dispute the recommendation of the Planning and Zoning Committee; and
3. The Final/Comprehensive Plan for the Shoal Flats Development, a Planned Residential District is hereby ACCEPTED and APPROVED.

PASSED and EFFECTIVE this ____ day of _____, 2019.

Ed Passalugo, Mayor
City of Hewitt, Texas

Lydia Lopez,
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2019

AGENDA ITEM #: 11

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Declaring surplus property and authorizing the City Manager to donate eight (8) ticket writer printers to the city of Bellmead.

STAFF RECOMMENDATION/ITEM SUMMARY:

The eight Zebra ticket writer printers have not been used by the Hewitt Police Department in the past 10 years. The city of Bellmead still utilizes this type of technology and has need for the donation. The Chief of Police recommends the City Council declare this property surplus and allow the donation to the city of Bellmead.

SUGGESTED MOTION:

I move approval of this agenda item declaring surplus property and authorize the City Manager to execute the donation.

ATTACHMENTS:

Memorandum of Understanding

HEWITT TEXAS

April 2, 2019

TO : Lee Garcia

FROM : Assistant Chief Tuck Saunders

SUBJ : Unused depreciated Zebra ticket writer printers

The following list of (8) Zebra ticket writer printers are no longer used by the Hewitt Police Department. Upon approval and agreement, they will be given to the Bellmead Police Department for their use. Due to them being depreciated there is no cost.

1. Serial # XXRC05-16-5069
2. Serial # XXRC05-16-5101
3. Serial # XXRC05-24-5150
4. Serial # XXRC05-16-5073
5. Serial # XXRC05-16-5097
6. Serial # XXRC05-24-5171
7. Serial # XXRC05-15-5132
8. Serial # Unknown

Hewitt City Manager, Bo Thomas

Date: _____

Bellmead City Manager, Yost Zakhary

Date: _____

Hewitt Chief of Police, James Devlin

Date: _____

Bellmead Chief of Police, Lydia Alvarado

Date: _____