

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

May 13, 2019
Special Called Meeting - 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 **Special** meeting of the governing body of the City of Hewitt will be held on the **13th day of May, 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 promotional presentation by Hewitt Police Department.
4. Presentation of report from City Engineer
 - Update on pending utility projects.
 - Update on pending street projects.
 - Update on pending drainage projects.
5. Briefing and discussion concerning upcoming events:
 - Elected Officials Orientation – May 22, 2019, 10:30 a.m. – 1:30 pm, Council Chambers
 - Household Hazardous Waste Day – June 1, 2019, 7 am – 1 pm, 501 Schroeder Drive
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.*
7. Consider approval of minutes of the City Council Regular Meeting of April 15, 2019.
8. Consider award of bid for 2019 – Various Street Improvements; Slurry Seal to Viking Construction, Inc., in the amount of \$247,798.15.
9. Public hearing and action on **Ordinance No. 2019-07**; rezoning of a 5.251 acre tract of land, located at 1725 W. Spring Valley Rd., Hewitt, McLennan County, Texas, also known as Sprowles J Tract 1 from R-1 (Single-Family District) to C-2 (General Commercial District).
10. Consider an **Ordinance No. 2019-08**; granting Allied Waste Systems, Inc. an exclusive franchise for residential solid waste collection and disposal, commercial solid waste collection and disposal, industrial solid waste collection and disposal, and residential collection of recyclable materials within the corporate limits of the city of Hewitt, Texas; Establishing the term of the franchise; Requiring that all occupied residential, commercial, and industrial units in the city be served with solid waste collection and disposal services and subscribe thereto; Prohibiting any person other than the franchisee from conducting or attempting to conduct the business of solid waste collection and disposal services within the City of Hewitt; Approving the municipal solid waste agreement between the city and Allied Waste Systems, Inc. and incorporating the same herein; Repealing and replacing

Chapter 62 – Solid Waste, Article II – Collection and Disposal of the Code of Ordinances conflicting provisions in Chapter 62 of the City of Hewitt Code of Ordinances; Providing for Severability; and Providing for an Effective Date.

11. Consideration and action on a **Resolution No. 2019-04**;amending the FY 2018-2019 Master Fee Schedule to include the updated solid waste rates per the contract agreement with Republic Services.
12. Consider an **Ordinance No. 2019-09**;amending Chapter 78, Utilities, Article II – Water, Division 1 – Generally, Section 78-29 – Number of water meters per occupancy of the Code of Ordinances of the City of Hewitt; Providing for procedures related to the sharing of water meters; Providing for procedures related to billing for water; Partially Repealing Section 78-29 (B) Commercial and Industrial Customers; Establishing Section 78-29 (D) Master Metered High-Density Multifamily; Establishing Section 78-29 (E) High-Density Multifamily Developments; Establishing Section 78-29 (F) Master Meter; Providing for Severability, Repealing all Ordinances in conflict herewith; Providing an effective date.
13. Consider an **Ordinance No. 2019-10**;amending Chapter 78, Utilities, Article III – Wastewater System, Division 1 – Generally, Section 78-98 – Number of sewer connections per occupancy of the Code of Ordinances of the City of Hewitt; Providing for procedures related to the sharing of sewer connections; Providing for procedures related to billing for wastewater; Partially Repealing Section 78-98 (B) Commercial and Industrial Customers; Establishing Section 78-98 (D) High-Density Multifamily; Providing for Severability, Repealing all Ordinances in conflict herewith; Providing an effective date.
14. **ELECTION PROCESS**
 - a. Canvass Election Results
 - b. Consider **Resolution No. 2019-05**; Canvassing the returns and declaring the results of the Joint General Election May 4, 2019, and other matters related thereto.
 - c. Consider **Resolution No. 2019-06**; Ordering a Run-off Election to be held on June 8, 2019, and other matters related thereto.
 - d. Administering the oath of office to newly elected Council Members.
 - e. Certificate of Election issued by the City Secretary
 - f. Special Presentation to outgoing Council Members

EXECUTIVE SESSION

The City Council shall convene in executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation and appointment of officers (Councilpersons) to serve in the positions of MAYOR and MAYOR PRO TEM.

RECONVENE REGULAR MEETING

- g. Selection of Mayor and Mayor Pro Tem
 1. Discussion and action on the selection of Mayor.
 2. Discussion and action on the selection of Mayor Pro Tem
15. 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 3:30 AM/PM on May 8, 2019.

CITY OF HEWITT

A handwritten signature in blue ink that reads "Lydia Lopez". The signature is fluid and cursive, with the first name "Lydia" and last name "Lopez" clearly distinguishable.

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.



AGENDA ITEM #4 - City Engineer's Report



CITY ENGINEER'S REPORT
May 7, 2019

Utility Projects

Lift Station No. 5 Removal / I-35 Waterline Replacement; Phase 1

The Contractor is completing driveway replacements and will soon be testing the gravity sewer line. The existing lift station No. 5 will be decommissioned in the coming weeks, pending weather conditions.

IH - 35 Waterline; Phase 3

Castleman Creek to Glenleigh

- Contractor has been submitting submittals and has begun material staging.

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

Contractor will be beginning work within the coming weeks.

FM 2113; Spring Valley Rd.

Basic design is complete, the field crews are investigating missing data areas where topo is required.

Street Projects

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

Contractor has begun with the utility relocations in our portion of the project.

Old Temple Rd. / Attaway Rd; Street Improvements

Work should be beginning shortly on this project.

Boleman Dr. Reclaim

No new update, currently.

April/December; Mill and Overlay

Need to finalize intersection grading design.

HEWITT TEXAS

CITY ENGINEER'S REPORT

May 7, 2019

2019 Slurry Seal Project

Bids were received and within your council packet you should find both the projects bid tabulation and my letter of recommendation, for the Council's consideration of award.

Drainage Projects

920/924 Oakmont Dr.; 36" RCP Storm Sewer

No new update currently, just taking periodical measurements to note changes.

By:



Note: All dates are approximate and subject to change.

HEWITT TEXAS

AGENDA ITEM #6 – 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.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 7

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Workshop/Regular Meeting of April 15, 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 15, 2019 – 6:30 PM/7:00 PM

Members present: Mayor Ed Passalugo (presiding), Mayor Pro Tem Steve Fortenberry, Council Members, Wilbert “Walky” Wachtendorf, Bill Fuller (arrived at 6:36 PM), Travis Bailey, and Erica Bruce

Members absent: James Vidrine

Staff present: City Manager Bo Thomas, Assistant Police Chief Tuck Saunders, Fire Chief Lance Bracco, Community Development Director Tracy Lankford, Utilities Director Kevin Reinke, and City Secretary Lydia Lopez

Staff absent: Police Chief Jim Devlin, Library Director Waynette Ditto, Finance Director Lee Garcia, and Managing Director Katie Allgood

WORKSHOP MEETING – 6:30 PM

1. Mayor Ed Passalugo called the meeting to order at 6:30 PM.
2. Briefing and discussion concerning solid waste agreement.
3. Briefing and discussion concerning Budget Calendar.
4. Adjourn.

MOTION: Council Member Travis Bailey moved to adjourn the workshop meeting at 6:54 PM.

SECOND: Council Member Bill Fuller

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

NAYES: None

ABSENT: Vidrine

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 City Secretary Lydia Lopez to lead the Pledge of Allegiance.
3. **SPECIAL PRESENTATION TO KADE PERRY.** Mayor Ed Passalugo presented a Kade Perry Blvd street sign to Kade in recognition of all his contributions to the Special Olympics.

4. **SPECIAL PRESENTATION OF PROCLAMATION IN RECOGNITION OF “PUBLIC SAFETY TELECOMMUNICATORS WEEK”.** Mayor Ed Passalugo presented the proclamation to Hewitt Police and Fire Department employees: Communication Specialist Supervisor Misty Gammel, Telecommunication Specialists Janice Carter and Tatiana Navarro, Assistant Chief Tuck Saunders and Fire Chief Lance Bracco.

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.*

Ann Schiltz, 1220 Dendron, appeared to express concern with the improper use of social media and suggested that the City Manager/City Attorney address the issue. **No one else appeared.**

6. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL REGULAR MEETING OF APRIL 1, 2019.**

MOTION: Council Member Wilbert “Walky” Wachtendorf moved to approve the minutes as presented but allow for corrections.

SECOND: Council Member Travis Bailey

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

NAYES: None

ABSENT: Vidrine

MOTION PASSED.

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.** **Note:** The bid submitted by Lewis Concrete Restoration was inadvertently left out of the agenda packet. Copies were distributed to Council.

MOTION: Mayor Pro Tem Steve Fortenberry moved to approve bid award to Lewis Concrete Restoration.

SECOND: Council Member Bill Fuller

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

NAYES: None

ABSENT: Vidrine

MOTION PASSED.

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.**

MOTION: Mayor Pro Tem Steve Fortenberry moved 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.

SECOND: Council Member Travis Bailey

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

NAYES: None

ABSENT: Vidrine

MOTION PASSED.

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.** Mayor Ed Passalugo opened the hearing at 7:17 PM and asked for those wishing to speak in favor. He then, asked for those wishing to speak against. No one appeared for or against. Applicant Mark Bowles was present to respond to inquiries. No questions were asked. Public hearing was closed at 718 PM.

MOTION: Council Member Travis Bailey to approve 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.

SECOND: Council Member Wilbert "Walky" Wachtendorf

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

NAYES: None

ABSENT: Vidrine

MOTION PASSED.

10. **BRIEFING AND DISCUSSION CONCERNING MARCH FINANCIAL STATEMENTS AND QUARTERLY INVESTMENT REPORT.** City Manager Bo Thomas advised that he would respond to Council inquiries. No questions asked.

11. **DECLARING SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO DONATE EIGHT (8) TICKET WRITER PRINTERS TO THE CITY OF BELLMEAD.** City Manager Bo Thomas presented this item and advised that this surplus equipment had not been used for the past 10 years. Assistant Chief Tuck Saunders confirmed that the equipment was no longer in use.

MOTION: Council Member Bill Fuller moved to declare surplus property and authorize the donation.

SECOND: Mayor Pro Tem Steve Fortenberry

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

NAYES: None

ABSENT: Vidrine

MOTION PASSED.

- 12. BRIEFING AND DISCUSSION CONCERNING SCHEDULING OF COUNCIL MEETINGS FOR MAY 2019.** City Manager Bo Thomas announced that the meetings in May have been rescheduled due to timing of receipt of official election results and there would be only one meeting scheduled on May 13, 2019.
- 10. ADJOURN.**
MOTION: Council Member Bill Fuller moved to adjourn the meeting at 7:24 PM.
SECOND: Council Member Travis Bailey
AYES: Fuller, Bailey, Wachtendorf, Fortenberry, Bruce, Passalugo
NAYES: None
ABSENT: Vidrine
MOTION PASSED.

Lydia Lopez, City Secretary

Ed Passalugo, Mayor



COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 8

SUBMITTED BY: Miles Whitney, City Engineer

ITEM DESCRIPTION:

Consider award of bid for 2019 – Various Street Improvements; Slurry Seal to Viking Construction, Inc. in the amount of \$247,798.15.

STAFF RECOMMENDATION/ITEM SUMMARY:

After bid solicitation, two bids were received and opened on April 30, 2019. Viking Construction, Inc. provided the lowest bid in the amount of \$247,798.15. City staff recommends award of this project as recommended by City Engineer.

SUGGESTED MOTION:

I move approval of the award of bid for 2019- Various Street Improvements; Slurry Seal to Viking Construction, Inc., in the amount of \$247,798.15.

ATTACHMENTS:

Letter from City Engineer
Bid Tabulation

MAY 7, 2019

CITY COUNCIL

CITY OF HEWITT, TEXAS

VIA: EMAIL

RE: 2019 - VARIOUS STREET IMPROVEMENTS; SLURRY SEAL

COUNCIL:

BIDS WERE OPENED ON THE ABOVE CAPTIONED PROJECT ON APRIL 30, 2019. TWO BIDS WERE SUBMITTED. THE LOWEST BID WAS SUBMITTED BY VIKING CONSTRUCTION, INC.; IN THE AMOUNT OF \$247,798.15. THE BID TABULATION FOR THIS PROJECT SHOULD BE INCLUDED WITHIN YOUR COUNCIL PACKET.

VIKING CONSTRUCTION, INC. HAS CONSTRUCTED PROJECTS FOR THE CITY OF HEWITT IN THE PAST, THAT HAVE BEEN TO THE SATISFACTION OF THE CITY. THE MOST RECENT PROJECT BEING THE 2018 - VARIOUS STREET IMPROVEMENTS - SLURRY SEAL.

IT IS MY RECOMMENDATION THAT THIS CONTRACT BE AWARDED TO VIKING CONSTRUCTION, INC.

SINCERELY:



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

Base Bid Tabulation

Project 2019 - Various Street Improvements; Slurry Seal **Prepared By** MWV
Owner City of Hewitt, TX **Date** 4/30/2019
Component Bid Tabulation **Reviewed By** MWV

BASE BID TOTALS				Contractor 1		Contractor 2	
				Unit Price	Bid Price	Unit Price	Bid Price
1	Micro Slurry Seal, Type II, Minimum 18 Lbs./S.Y.; Installed	70,089	S.Y.	\$ 3.35	\$ 234,798.15	\$ 4.00	\$ 280,356.00
2	SWPP Development and Implementation	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
3	Traffic Control Plan Development and Implementation	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
4	Mobilization (Not to Exceed 10% of Total Project Bid)	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
				Viking Construction Inc.		Intermountain Slurry Seal, Inc.	
				\$ 247,798.15		\$ 315,856.00	

Denotes corrected Bid Price



Miles W. Whitney, P.E.

Cayote Consulting, LLC

T.B.P.E. Firm No. F-16387

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 9

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on an **Ordinance No. 2019-07**; rezoning of a 5.251 acre tract of land, located at 1725 W. Spring Valley Rd, Hewitt, McLennan County, Texas, also known as Sprowles J tract 1 from R-1 (Single-Family District) to C-2 (General Commercial District).

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Chuck Walker submitted a request to rezone property located at the 1725 W. Spring Valley Rd. This is a tract of land located about 800 feet west of S. Hewitt Dr. Mr. Walker is requesting the rezoning change from R-1 (Single-Family District) to C-2 (General Commercial District). The Planning and Zoning Commission met on Tuesday, May 7, 2019 to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 4 to 0. A map of the property and copy of the minutes is included in the backup material.

SUGGESTED MOTION:

I move to approve Ordinance No. 2019-07; rezoning of a 5.251 acre tract of land, located at 1725 W. Spring Valley Rd., from R-1 (Single-Family District) to C-2 (General Commercial District).

ATTACHMENTS:

P&Z Draft Minutes and supporting documentation
Draft ordinance

ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS AMENDING ORDINANCE NO. 11-15-99 AND ALL AMENDMENTS THERETO, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF HEWITT, TEXAS, CHANGING THE ZONING CLASSIFICATIONS OF THE HEREIN DESCRIBED PROPERTY FROM R-1 (SINGLE-FAMILY DISTRICT) TO C-2 (GENERAL COMMERCIAL DISTRICT) PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Code of Ordinances of the City of Hewitt, a request was submitted by Chuck Walker to rezone a 5.251 acre tract of land, legally known as the J Sprowles Tract 1 also known as 1725 W. Spring Valley Rd, Hewitt, McLennan County, Texas, from **R-1 (Single-Family District) to C-2 (General Commercial District)**.

WHEREAS, public notice was given and property owners within 200' were notified of the rezoning request as required by state law, and

WHEREAS, a public hearing in relation thereto at which parties in interest and citizens had an opportunity to be heard was held by the City Council of the City of Hewitt on May 13, 2019, after due notice in the manner provided by law; and

WHEREAS, a public hearing of the Planning and Zoning Commission at which parties in interest and citizens had an opportunity to be heard was held on Tuesday, May 7, 2019, after due notice in the manner provided by law; and

WHEREAS, the said Commission has made a report to the City Council of the City of Hewitt, Texas, recommending approval of this rezoning request by a unanimous vote; and

WHEREAS, the City Council of the City of Hewitt, Texas deems that this rezoning is in accordance with the Comprehensive Land Use Plan and is in the public interest;

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

SECTION ONE. All that certain tract or parcel of land in McLennan County, Texas, being 5.251 acre tract of land, legally known as the J Sprowles Tract 1 also known as 1725 W. Spring Valley Rd, Hewitt, McLennan County, Texas, from **R-1 (Single-Family District) to C-2 (General Commercial District)**.

SECTION TWO. A proposed map of area is shown in Exhibit "A".

SECTION THREE. All ordinances, statutes, restrictions and regulations applicable to this property shall be complied with as well as all zoning restrictions and regulations that are applicable to this property.

SECTION FOUR. That all provisions of the ordinances of the City of Hewitt in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hewitt not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION FIVE. Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION SIX. Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined not to exceed Two Thousand and No/100 Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION SEVEN. The caption of this Ordinance shall be published within ten (10) days of its passage in a newspaper of general circulation in the City of Hewitt.

SECTION EIGHT. This Ordinance shall become effective ten (10) days after the date of its passage and upon its publication as required by law.

PASSED AND APPROVED this the 13th day of May, 2019, at a Regular Meeting of the City Council of the City of Hewitt, Texas.

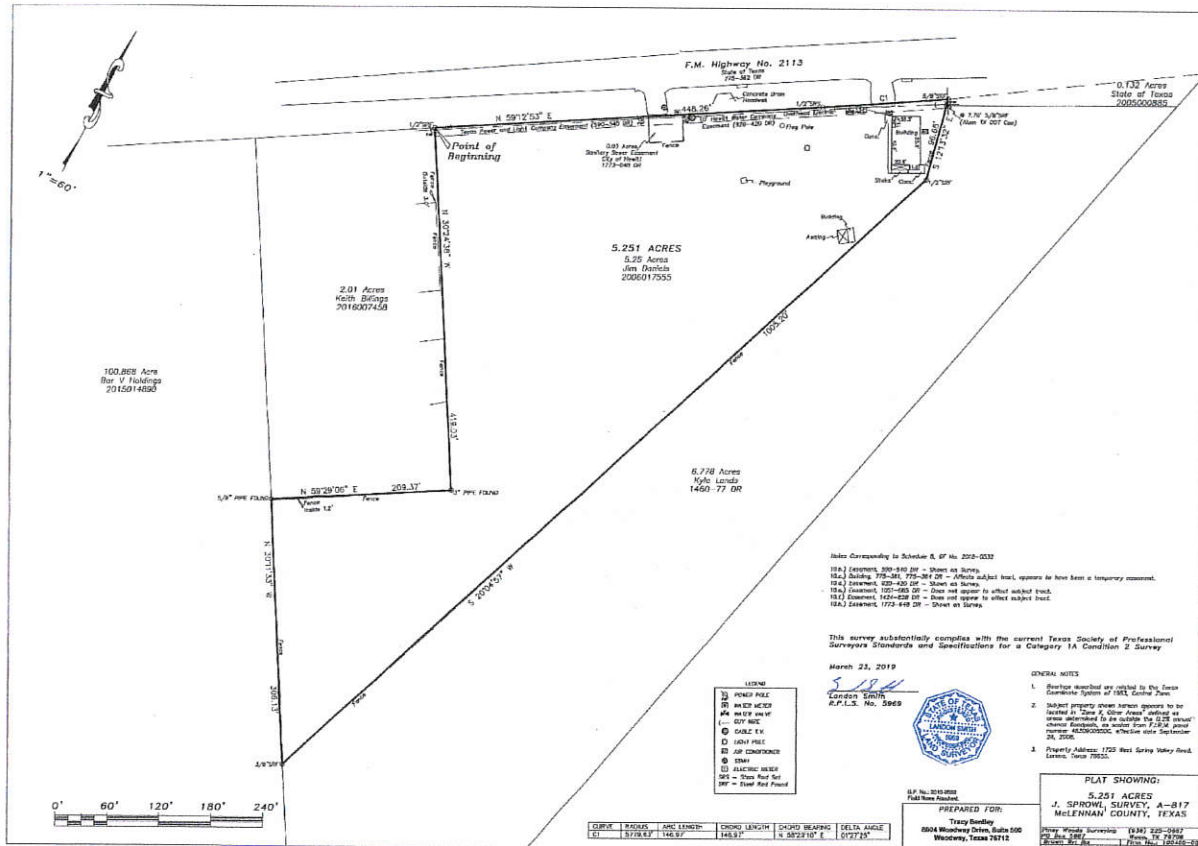
CITY OF HEWITT

BY: _____
Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

Exhibit A



HEWITT TEXAS

MINUTES OF THE PLANNING AND ZONING COMMISSION

May 7th, 2019 – 6:00PM

Members Present: Chairman Charlie Turner, John Baker, Bobby Wolske, Jonathan Dulus

Members Absent: Jim Pless, Walt Peterson, Michael Hix

Staff Present: Tracy Lankford, Community Development Director
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 April 2, 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 four in favor, motion passed.*
3. **Public Hearing: Consider a request of Chuck Walker to change the zoning of Sprowles J A-817, Tract 1, located at 1725 W Spring Valley Rd, from R-1 to C-2.** *Speaking in favor: Chuck Walker, potential property owner of requested project, residing at 1240 Estes Road, Lorena, Texas. Mr. Walker is in the process of buying the land at 1725 W. Spring Valley so that he can build storage units. The existing structure is an old church in which he plans to remodel for a possible office area. Mr. Walker feels like adding storage units on this property will be in line with the growth and development of the City of Hewitt. Also speaking in favor: Kyle Lands, residing at 254 Warren Road, Lorena, Texas. Mr. Lands owns acreage at 1711 W Spring Valley and agrees that this project request will help the City of Hewitt to grow. Chairman Charlie turner asked if anyone is wanting to speak against this project request. No one came forward. Public hearing ended at 6:05PM.*
4. **Discussion and possible action: Consider a request of Chuck Walker to change the zoning of Sprowles J A-817, Tract 1, located at 1725 W Spring Valley Rd, from R-1 to C-2.** *Bobby Wolske asked the question of where exactly this property was, and Mr.*

Walker answered where it was, and that there was an old church on the property. Mr. Wolske also asked in a flood plain, to which Mr. Walker stated that it does not show to be, but he is aware that there are issues when there are heavy rains. Chairman Charlie Turner asked Tracy Lankford, Director of Community Development, for the City's opinion and recommendation of the project. Mr. Lankford stated that this project compliances with the land use map. There may be issues that arise with drainage or with water lines, but the staff recommends approval of this request. John Baker made a motion to recommend approval, seconded by Jonathan Dulus. All four in favor, motion carries. Recommendation will go before City Council on May 13, 2019.

5. **Adjourn.** Prior to adjourning the meeting, Chairman Charlie Turner asked if he could read a statement he prepared. Mr. Turner stated he is stepping down from his position as Chairman and member of the Planning and Zoning Commission, as the May 4, 2019 election results declared him the new Councilman for the City of Hewitt in Ward 1. After reading this statement, John Baker motioned, seconded by Bobby Wolske to adorn the meeting at 6:10PM. All four in favor, motion passed.

Chairman

Date Approved


Brittney Cantu, Zoning Secretary

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 10

SUBMITTED BY: Katie Allgood, Managing Director

ITEM DESCRIPTION:

Consider an **Ordinance No. 2019-08**; granting Allied Waste Systems, Inc. an exclusive franchise for residential solid waste collection and disposal, commercial solid waste collection and disposal, industrial solid waste collection and disposal, and residential collection of recyclable materials within the corporate limits of the city of Hewitt, Texas; Establishing the term of the franchise; Requiring that all occupied residential, commercial, and industrial units in the city be served with solid waste collection and disposal services and subscribe thereto; Prohibiting any person other than the franchisee from conducting or attempting to conduct the business of solid waste collection and disposal services within the City of Hewitt; Approving the municipal solid waste agreement between the city and Allied Waste Systems, Inc. and incorporating the same herein; Repealing and replacing Chapter 62 – Solid Waste, Article II – Collection and Disposal of the Code of Ordinances of the City of Hewitt; Repealing conflicting ordinances or portions thereof, including conflicting provisions in Chapter 62 of the City of Hewitt Code of Ordinances; Providing for Severability; and Providing for an Effective Date

STAFF RECOMMENDATION/ITEM SUMMARY:

Passage of this ordinance will approve the attached contract between the City of Hewitt and Allied Waste Systems, Inc. (Republic Services). The contract will go into effect on July 1, 2019 and continue for a term of five years (ending June 30, 2024). This ordinance also updates our Solid Waste ordinance to better reflect our current practices and the terms of the proposed contract agreement. Approval of this item would necessitate an amendment to the FY 2018-2019 Master Fee Schedule, which will be presented for your consideration in the following agenda item.

SUGGESTED MOTION:

I move to approve this Ordinance amending Chapter 62, Solid Waste, Article II – Collection and Disposal of the Code of Ordinances and approving the contract agreement between the City of Hewitt and Allied Waste Systems, Inc. for a term of five years, effective July 1, 2019- June 30, 2024.

ATTACHMENTS:

Proposed Ordinance and Contract

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE CITY OF HEWITT, TEXAS GRANTING ALLIED WASTE SYSTEMS, INC., DBA REPULIC SERVICES OF ITASCA, AN EXCLUSIVE FRANCHISE FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL, COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL, INDUSTRIAL SOLID WASTE COLLECTION AND DISPOSAL, AND RESIDENTIAL COLLECTION OF RECYCLABLE MATERIALS WITHIN THE CORPORATE LIMITS OF THE CITY OF HEWITT, TEXAS; ESTABLISHING THE TERM OF THE FRANCHISE; REQUIRING THAT ALL OCCUPIED RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL UNITS IN THE CITY BE SERVED WITH SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND SUBSCRIBE THERETO; PROHIBITING ANY PERSON OTHER THAN THE FRANCHISEE FROM CONDUCTING OR ATTEMPTING TO CONDUCT THE BUSINESS OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF HEWITT; APPROVING MUNICIPAL SOLID WASTE AGREEMENT BETWEEN THE CITY AND ALLIED WASTE SYSTEMS, INC. AND INCORPORATING THE SAME HEREIN; MAKING VIOLATION OF THE ORDINANCE AN OFFENSE PUNISHABLE BY A FINE NOT TO EXCEED \$2,000, AND MAKING EACH DAY OF VIOLATION A SEPARATE OFFENSE; EXPRESSLY REPEALING AND REPLACING CHAPTER 62 – SOLID WASTE, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF HEWITT, TEXAS; REPEALING CONFLICTING ORDINANCES OR PORTIONS THEREOF, INCLUDING CONFLICTING PROVISIONS IN CHAPTER 62 OF THE CITY OF HEWITT CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the collection, removal, and proper disposal of solid waste generated within the City of Hewitt is essential to the health, safety and welfare of the City's residents; and

WHEREAS, establishing uniform collection governed by specific rules and contractual terms best serves the public purpose of protection of the health, safety and welfare of residents, and having a single provider would allow for better control and assessment of wear and tear on the City's streets by heavy collection equipment; and

WHEREAS, pursuant to its Charter and under Texas law the City Council has the authority to grant a solid waste collection and disposal franchise within its corporate limits; and

WHEREAS, the City Council finds and determines that granting of a solid waste collection and disposal franchise as provided by this Ordinance is in the best interest of the City of Hewitt and the health, safety and general welfare of its citizens.

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

SECTION I

Incorporation of Recitals. The foregoing recitals are incorporated herein and made findings of fact.

SECTION II

Grant of Franchise. Allied Waste Systems, Inc. is hereby GRANTED an exclusive franchise for:

- (a) Residential solid waste collection and disposal;
- (b) Commercial and industrial solid waste collection and disposal; and
- (c) Residential recyclable materials collection,

within the corporate limits of the City of Hewitt, Texas, and Allied Waste Systems, Inc. is GRANTED the right to use the City's streets, alleys, and thoroughfares for the purpose of providing such services (hereinafter "Franchise").

Conditions of Franchise. The Municipal Solid Waste Agreement between the City and Allied Waste Systems, Inc. (hereinafter "Franchisee") is hereby APPROVED and shall be attached hereto as Appendix A, and is incorporated by reference herein as if set out verbatim.

Term of Franchise. Five (5) years starting on July 1, 2019 and ending at Midnight on June 30, 2024 (hereinafter "Term"). Said Term is subject to earlier termination as set forth in the provisions of Appendix A, attached hereto and incorporated by reference herein.

Franchisee Services, Service Expectations, Penalties for Non-Compliance, and other Enforcement Provisions. The scope, extent, and expectations of the Franchisee's services; as well as the penalties chargeable to the Franchisee for non-compliance, and other enforcement provisions, are as set forth in the Municipal Solid Waste Agreement (attached hereto as Appendix A and incorporated by reference herein).

Customer Service. The City is committed to assuring that its Franchisee provides reliable and responsible solid waste collection and disposal services. The Franchisee shall provide means for customer contact and handling of customer complaints which at a minimum comport with those set forth in Appendix A hereto.

Non-Discrimination. The Franchisee shall not discriminate in the provision of solid waste collection and disposal services against any customer on the basis of race, color, national origin, gender, disability, or other prohibited consideration.

Compliance with Law. Franchisee shall comply with all applicable federal, state, and local laws and regulations in the collection, transportation, and disposal of solid waste. Title to solid waste passes to the Franchisee immediately upon collection.

SECTION III

Repeal and Replacement: Chapter 62, SOLID WASTE, Article II. Collection and Disposal is hereby amended to read as follows:

DIVISION 1 – Generally

Sec. 62-31 – Subscription to service required.

Every occupied residential, commercial, or industrial unit within the City, and every service address for purposes of City water and/or sewer services within the City must be served by a solid waste collection and disposal service. The Franchisee shall be the only approved provider of residential, commercial, and industrial solid waste collection disposal services within the City during the Term of this Franchise. The City shall bill customers for Residential solid waste collection and disposal services of the Franchisee as part of the City's utility billing. Commercial and Industrial customers must contract directly with the Franchisee for solid waste collection and disposal services and will be billed directly by the Franchisee. Each customer's billing shall include the Franchisee's base fee for the service (as adjusted from time-to-time), the City's billing fee (where the City is the billing entity), the municipal franchise fee, and any other charges required by law, if any.

Sec. 62-32 – Charges.

The rates and fees for the services of the Franchisee, Allied Waste Systems, Inc., for the different categories of solid waste collection and disposal shall be established as part of the city's annual budget, or by resolution of the city council as part of the City of Hewitt Master Fee Schedule, which shall be on file in the office of the city secretary and on the city's website.

Sec. 62-33 – Preparation of refuse, garbage, and rubbish.

- (a) No refuse, garbage or rubbish shall be placed loose in the receptacle(s). All items to be placed in receptacle(s) shall be in plastic or paper bag(s) before being placed in the receptacle(s).
- (b) Recycling may be placed loose in the receptacle(s) but, if bagged, shall be placed in clear plastic bags.
- (c) Personal trash receptacle(s) are prohibited for use of collection. No collection service will be provided to items placed in personal trash receptacle(s).
- (d) City collection is not available for the following: Hazardous waste; pathogenic and radioactive waste; contagious disease refuse; medical waste; sharps or sharps containers; inflammable or explosive refuse; PCB's; plaster; roofing; concrete; dirt/sand; rocks/bricks; paint products; lead acid batteries, gasoline, engine oil/filters, tires/car parts; chemicals

including pesticides and insecticides; pool chemicals; florescent lights; refrigerators; air conditioners; computers/parts.

Sec. 62-34 – Bulk refuse.

- (a) Persons wishing to have bulk items picked up must call the authorized collector in advance to arrange for such service. Bulk items include, but are not limited to, the following items: general appliances, furniture, brush, junk and etc.
- (b) The city council authorizes the collector to administer approved fees for bulk collection which provides an opportunity for residents to coordinate independently, based on need, with the authorized collector to collect items which are too large, heavy or bulky to be disposed of in the authorized receptacle(s). Items may be placed at the curb seven days in advance of collection, but no earlier. Items placed at the curb outside of the specified dates and times are prohibited.
- (c) The city may designate temporary bulk item drop-off sites for residents and establish days and times of site operation. Rules shall be established at the discretion of the city, including but not limited to load limits, acceptable items, proof of residency, and dumping fees.

Sec. 62-35 – Collection Days and Times.

- (a) Collection of Residential Waste and from Commercial Customers whose property is within 500 feet of a Residential Unit shall begin no earlier than 7:00 A.M. and shall generally not extend beyond dusk or 6:00 P.M., whichever occurs first. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Franchisee, or when Franchisee 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 the Franchisee to notify the City of unusual circumstances.
- (b) Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Franchisee may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but the Franchisee shall be responsible for providing make-up collection for residential routes that occur on specified holidays, which will typically be one day after the holiday and may include a Saturday. Collections for all Customers the week of a Holiday shall be pushed out by one day if a Holiday falls on a regular collection day. Collection days are subject to change only upon the mutual agreement of the City and Franchisee.

Sec. 62-36 - 62-60 – Reserved.

DIVISION 2 – Containers

Sec. 62-61 – Customer Rules and Responsibilities.

- (a) Each owner, occupant, tenant or lessee using or occupying any building, dwelling unit, or structure shall utilize receptacle(s) approved by the city for the storage and collection of refuse, other than brush and bulk, and no other container(s). Refuse receptacle(s) shall be issued by the city's authorized collector and shall remain at the address where delivered and shall not be removed from the premises by any person(s). Markings and identification on the refuse containers shall not be defaced, altered, or removed. No permanent markings shall be made on the containers by the owner, occupant, tenant or lessee.
- (b) Refuse receptacle(s) shall be maintained by the owner, occupant, tenant or lessee of the premises in good, clean and sanitary condition. Any refuse receptacle(s) that have been damaged will be exchanged or repaired by the city's authorized collector at no charge to the owner, occupant, tenant or lessee. If the damage is not due to Franchisee's servicing, or a defect in materials and workmanship, a fee will be charged to the owner, occupant, tenant or lessee. Such fees, as approved by city council, will be assessed to the owner, occupant, tenant or lessee's city utility bill.
- (c) Refuse placed in the refuse receptacle(s) shall not exceed 96 gallons or 175 pounds for a standard size receptacle. If smaller receptacle(s) are used, the volume of refuse shall not exceed 64 gallons or 175 pounds. If dwelling unit regularly exceeds the gallon or pounds limitation, the owner, occupant, tenant or lessee of the dwelling unit shall be required to acquire additional refuse receptacle(s). The cost for any additional refuse receptacle(s) will be a monthly charge as approved by the city council.
- (d) All refuse receptacle(s) shall be kept clean and sanitary and in good repair in accordance with the applicable health and sanitation codes of the city, county, state and other applicable laws and regulations.
- (e) Should any citizen be unable to comply with these requirements and need reasonable accommodation pursuant to the Americans with Disabilities Act, or otherwise the citizen must submit a written application to the city manager. With the city manager's authorization special accommodations will be set in place.

Sec. 62-62. - Meddling or tampering with containers or contents.

- (f) It shall be unlawful for any person to meddle or tamper with any garbage can or receptacle or any trash or rubbish receptacle or with any garbage, trash or rubbish or to in any manner pilfer such cans or receptacles or such garbage, trash or rubbish or to scatter the contents thereof in any street, alley, sidewalk or premises in the city.
- (g) It shall be unlawful for any person to meddle with, tamper with, attempt to salvage from or scatter any item from any recycle container.

Sec. 62-63. – Placement for Collection.

- (a) Unless prior arrangement has been made between the city's authorized collector and owner, occupant, tenant or lessee, all refuse must be placed inside the refuse

receptacle(s), without undue compaction or overfilling, and allowing the lid to close. Refuse will not be picked up if the refuse receptacle(s) lid is not closed flat or if the refuse is placed outside refuse receptacle(s). No refuse shall be placed on top of the refuse receptacle(s).

- (b) Polycarts shall be placed for collection at curbside no later than 7:00am on the scheduled day of collection, no further than thirty-six (36) inches from the edge of the roadway and a minimum of six feet from any vehicle or mailbox. Polycarts must be closed in such a manner as to reasonably protect the enclosed refuse from the elements, from flies and other insects and from animals.

Sec. 62-64 – Time limits for leaving on streets.

- (a) Owners, occupants, tenants or lessees of residences shall not place refuse for collection on any city street or public right-of-way more than 12 hours prior to the scheduled day of collection, nor shall refuse receptacle(s) be permitted to remain on city streets or public rights-of-way more than 12 hours after the scheduled day of collection, except that where alleys exist and collection is made from the alley, permanent containers may be placed and stored in a sanitary manner.

Sec. 62-65 – Construction refuse.

Builders and building contractors shall make provision for the control of the refuse and surplus property at all construction sites. The person to whom a building permit is issued shall be responsible for the placement of suitable containers for the collection of cartons, wrappers, ties, bands, shingles, scrap material or other refuse which may blow, be strewn or otherwise be deposited on city streets or neighboring property.

Sec. 62-66 – Unauthorized Use of Receptacles

- (a) The placing of garbage, trash, rubbish, recycling or any article, thing or material in any commercial type garbage container by any person other than the person who pays the monthly service charge for collection of garbage from that container is prohibited.
- (b) The placing of garbage, trash, rubbish, recycling or any article, thing or material in any commercial type garbage container (exclusive of litter barrels or cans) located on any public property is prohibited.
- (c) The placing of household garbage, trash, rubbish or recycling in any litter barrel or can located on public property is prohibited.

Sec. 62-67 – Prohibition Against Any Person or Entity Conducting the Business of Solid Waste Collection and Disposal Services within the City Other Than the Franchisee.

- (a) Prohibition. It shall be unlawful for any person or entity other than the Franchisee to conduct or attempt to conduct the business of solid waste collection and disposal within the City during the Term of this Franchise and such is expressly prohibited.
- (b) Violation an Offense. Violation of the prohibition contained in Subsection 14.1 above is an offense punishable by a fine not to exceed \$2,000.00.
- (c) Defense. It shall be a defense to prosecution hereunder if the Franchisee does not provide the type of solid waste removal and disposal services necessary for the undertaking under the Franchise.
- (d) Each Day of Violation a Separate Offense. Each day of violation shall be considered and treated as a separate offense.

Sec. 62-68 – Failure to Subscribe to Solid Waste Collection and Disposal Services.

- (a) Prohibition. All occupied residential and commercial units must subscribe to and be served by solid waste collection and disposal services that are in accordance with this Ordinance.
- (b) Violation an Offense. Violation of the prohibition set forth in Subsection 12.1 above is an offense punishable by a fine not to exceed \$2,000.00.
- (c) Each Day of Violation a Separate Offense. Each day of violation shall be considered and treated as a separate offense.

SECTION IV

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION V

This Ordinance repeals and replaces any conflicting ordinances or portions thereof, including any conflicting provisions of Chapter 62 of the City of Hewitt Code of Ordinances.

SECTION VI

It is found and declared that the City Council meeting at which this Ordinance has been adopted was open to the public and was noticed and held in accordance with Chapter 551 of the Government Code.

SECTION VII

That this ordinance shall take effect on May 13, 2019, upon passage and publication in accordance with the City Charter.

PASSED AND APPROVED on the _____ day of _____, 2019.

CITY OF HEWITT, TX

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez
City Secretary

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.

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 \$375,000 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

first refusal to the collection of Dead Animals and Hazardous Waste from Residential, Commercial Hand Collect, Commercial and Industrial Units.

18.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to Unacceptable Waste shall at no time pass to Contractor.

19.00 BOOKS AND RECORDS

City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice; provided, however, City may not inspect or audit any books and records pertaining to the cost of Contractor's operations, except to the extent pertaining to increases in the fees which may be charged by Contractor under Section 14.02.

20.00 TERMINATION FOR CAUSE

If at any time either party shall fail to substantially perform terms, covenants or conditions herein set forth, the nonbreaching party shall notify the other party by registered or certified mail at the address set forth herein of specific reasons in support of its' claim that the breaching party has substantially breached the terms and provisions of this Contract. The party allegedly in breach shall be allowed a thirty (30) day period from the date of receipt of said notice to remedy any failure to perform.

Should either party fail to remedy its performance, after a hearing described herein, the nonbreaching party may terminate this Contract and the rights and privileges granted herein. In the case of a breach by the Contractor, should City deem the failure to perform remedied, no hearing shall be held. Otherwise, a notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

21.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respect party of the address set forth below:

If to the City, at:

City of Hewitt
200 Patriot Court
P.O. Box 610
Hewitt, Texas 76643-0610
Attn: City Manager

If to the Contractor, at:

Republic Services
2559 FM 66
Itasca, Texas 76055
Attn: General Manager

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

22.00 APPROVAL

This Contract shall not be considered fully executed nor performable on City or Contractor until the same shall have been executed by Contractor, the City Manager and the City Secretary.

23.00 AMENDMENT

All provisions of this Contract 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 both parties. No amendment shall be construed to release either party from any obligation under this Contract except as specifically provided for in such amendment.

24.00 FREE HAULS AND DUMPSTERS

Contractor shall provide commercial type dumpsters and collect and dispose of municipal solid waste generated from City facilities and up to five (5) City sponsored events at Contractor's sole expense. Contractor shall provide, at no cost to the City, two (2) 30-yard containers and eight (8) 30-yard roll-off hauls each month (or the equivalent volume using residential trucks). All hauls over eight (8) will be at \$200.00 per haul.

25.00 RECYCLING

Recycling Services will be providing service in accordance with the specifications in Exhibit B, attached hereto.

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 2 polycarts	\$ 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 AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 11

SUBMITTED BY: Katie Allgood, Managing Director

ITEM DESCRIPTION:

Consideration and action on a Resolution No. 2019-04;amending the FY 2018-2019 Master Fee Schedule to include the updated solid waste rates per the contract agreement with Republic Services.

STAFF RECOMMENDATION/ITEM SUMMARY:

The proposed Solid Waste agreement between the city and Republic Services establishes new solid waste rates. Approval of this item would amend the current Master Fee Schedule to establish these new rates for solid waste and recycling collection. These new rates would go into effect on July 1, 2019.

SUGGESTED MOTION:

I move that we amend the FY 2018-2019 Master Fee Schedule to include the new solid waste rates per the contract agreement with Republic Services.

ATTACHMENTS:

Current Solid Waste Rates
Proposed Solid Waste Rates
Resolution

RESOLUTION NO. 2019-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, AMENDING THE "MASTER FEE SCHEDULE"; REPEALING ALL RESOLUTIONS IN CONFLICT; DECLARING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION I

That the City of Hewitt Master Fee Schedule is hereby amended to implement and/or revise fees related to City Solid Waste and Recycling services and incorporated herein by reference.

SECTION II

That should any section, clause, or provision of this resolution be declared by court of competent jurisdiction to be invalid, the same shall not affect the validity of this resolution or any other resolution of the City as a whole or any part thereof, other than the part so declared to be.

SECTION III

That this resolution shall become effective immediately upon passage and be applied to all charges on or after July 1, 2019.

SECTION IV

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law.

PASSED AND APPROVED on the _____ day of _____, 2019.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez
City Secretary

Current Rates

Trash – Pick Up

Residential	
Collection	\$15.76
Additional Polycart	\$4.67
Commercial	
Collection	\$16.41
Additional Polycart	\$4.67
Dumpster Overload Fee – Per cubic yard,	\$25
Market Rate as Determined by Republic Services	

Trash – Front Load Containers*

Size	1x	2x	3x	4x	5x	6x
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					

*Tax at 8.25% applies to all fees

Trash – Roll Off Containers*

Size	Type	Delivery	Rent Day	Rate/Load	Container
20 Yard	Open Top	\$131.50	\$3.80	\$452.61	\$262.99
30 Yard	Open Top	\$131.50	\$3.80	\$530.46	\$262.99
40 Yard	Open Top	\$131.50	\$3.80	\$573.71	\$262.99
42 Yard	Compactor	\$131.50	\$3.80	\$622.47	\$262.99

*Tax at 8.25% applies to all fees

Proposed Rates

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%

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 12

SUBMITTED BY: Katie Allgood, Managing Director

ITEM DESCRIPTION:

Consider an **Ordinance No. 2019-09**; amending Chapter 78, Utilities, Article II – Water, Division 1 – Generally, Section 78-29 – Number of water meters per occupancy of the Code of Ordinances of the City of Hewitt; Providing for procedures related to the sharing of water meters; Providing for procedures related to billing for water; Partially Repealing Section 78-29 (B) Commercial and Industrial Customers; Establishing Section 78-29 (D) Master Metered High-Density Multifamily; Establishing Section 78-29 (E) High-Density Multifamily Developments; Establishing Section 78-29 (F) Master Meter; Providing for Severability, Repealing all Ordinances in conflict herewith; Providing an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

Over the past year, Staff has reviewed how the City currently charges multifamily developments for Water, Wastewater, and Drainage services. After researching rate classifications and charges for service of other cities in the area, it was determined that a restructuring of our current rate classifications would allow for billing that more accurately reflects actual usage and service demands.

This ordinance proposes a change in rate classification for billing of water for Master Metered, High-Density Multifamily developments of ten (10) or more living units per acre. The change would allow master metered multifamily developments to be charged the base meter fee plus consumption for water services. This ordinance also provides a clear definition of “Master Meter” as it applies to this section. Approval of this ordinance would be the first step in the restructuring of multifamily rate classifications. The fees will be discussed and adopted as part of the upcoming budget process for Fiscal year 2019/2020. Therefore, if approved, the Effective Date of this ordinance will be October 1, 2019.

SUGGESTED MOTION:

I move to approve this Ordinance amending Chapter 78, Utilities, Article II – Water, providing for severability, repealing all Ordinances in conflict herewith, and providing for an effective date of October 1, 2019.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS; AMENDING CHAPTER 78, UTILITIES, ARTICLE II – WATER, SECTION 78-29 – NUMBER OF WATER METERS PER OCCUPANCY OF THE CODE OF ORDINANCES OF THE CITY OF HEWITT, TEXAS; PROVIDING FOR PROCEDURES RELATED TO THE SHARING OF WATER METERS; PROVIDING FOR PROCEDURES RELATED TO BILLING FOR WATER SERVICES FOR MASTER METERED HIGH-DENSITY MULTIFAMILY DEVELOPMENTS OF TEN OR MORE LIVING UNITS PER ACRE; PARTIALLY REPEALING SECTION 78-29 (B) COMMERCIAL AND INDUSTRIAL CUSTOMERS; ESTABLISHING SECTION 78-29 (D) MASTER METERED HIGH-DENSITY MULTIFAMILY; ESTABLISHING SECTION 78-29 (E) HIGH-DENSITY MULTIFAMILY DEVELOPMENTS; ESTABLISHING SECTION 78-29 (F) MASTER METER; PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION I

That Chapter 78, UTILITIES, Article II. Water, Section 78-29 – Number of water meters per occupancy is hereby amended to read as follows: (Strikethrough language is recommended for removal and proposed NEW language is underlined)

Sec. 78-29 – Number of water meters per occupancy.

(a) Residential customers. No more than one residential occupancy shall be permitted to be attached to one water meter. A residential occupancy for the purpose of this section shall mean one family unit. For purposes of this section, each lease space within a duplex, triplex or other multifamily residential complex shall be considered a single residential occupancy and be separately metered except as provided in subsection (c) for existing customers at the date of this ordinance.

(b) Commercial and industrial customers. No commercial or industrial occupants shall be permitted to share or be attached to the same water meter. A commercial or industrial occupancy for the purpose of this section shall mean a separate area of floor space occupied by one commercial or industrial tenant. In a shopping center, each lease space shall be considered as a separate occupancy. These separate uses shall be separately metered except as set forth in subsection (c) with regard to existing customers at the date of this ordinance. ~~If a commercial or industrial tenant acquires more than one adjoining lease space to be used in that tenant's business as such, the entire area so used shall be considered one commercial or industrial occupancy for~~

~~purposes of this section, even though the actual area used may be attached to more than one meter. In this event, such commercial or industrial tenant shall be charged with only one minimum usage fee per month, regardless of the actual numbers of meters used.~~

(c) Additional meters or additional charges for existing Customer Compliance. Residential, commercial or industrial occupants shall, at their option, elect to add additional meters so as to comply with subsections (a) and (b) of this section or shall pay minimum usage fees per month for each residential, commercial or industrial tenant or unit, regardless of the actual number of meters servicing the building. Such election shall be required on buildings in existence, as well as future construction.

(d) Master metered high-density multifamily. Master metered high-density multifamily consisting of ten (10) or more living units per acre, shall pay a water meter base fee as determined by the City Council, fee plus 100% consumption per month, per master meter.

(e) High-Density Multifamily Developments. All high-density multifamily developments shall be master metered.

(f) Master meter. For the purposes of this section, a master meter shall be defined as a meter of three (3) inches or larger serving a high-density multifamily development.

SECTION II

That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

SECTION III

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

SECTION IV

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

SECTION V

That this ordinance shall take effect on October 1, 2019 upon passage and publication in accordance with the City Charter.

PASSED AND APPROVED on the _____ day of _____, 2019.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez
City Secretary

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 13

SUBMITTED BY: Katie Allgood, Managing Director

ITEM DESCRIPTION:

Consider an **Ordinance No. 2019-10**; amending Chapter 78, Utilities, Article III – Wastewater System, Division 1 – Generally, Section 78-98 – Number of sewer connections per occupancy of the Code of Ordinances of the City of Hewitt; Providing for procedures related to the sharing of sewer connections; Providing for procedures related to billing for wastewater; Partially Repealing Section 78-98 (B) Commercial and Industrial Customers; Establishing Section 78-98 (D) High-Density Multifamily; Providing for Severability, Repealing all Ordinances in conflict herewith; Providing an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

Over the past year, Staff has reviewed how the City currently charges multifamily developments for Water, Wastewater, and Drainage services. After researching rate classifications and charges for service of other cities in the area, it was determined that a restructuring of our current rate classifications would allow for billing that more accurately reflects actual usage and service demands.

This ordinance proposes a change in rate classification for billing of wastewater for non-individually metered, High-Density Multifamily developments of ten (10) or more living units per acre. This change would allow for non-individually metered, high-density multifamily developments to be charged the base rate for sewer plus consumption (based on water usage). Approval of this ordinance would aid in the restructuring of multifamily rate classifications. The fees will be discussed and adopted as part of the upcoming budget process for Fiscal year 2019/2020. Therefore, if approved, the Effective Date of this ordinance will be October 1, 2019.

SUGGESTED MOTION:

I move to approve this Ordinance amending Chapter 78, Utilities, Article III – Wastewater, providing for severability, repealing all Ordinances in conflict herewith, and providing for an effective date of October 1, 2019.

ATTACHMENTS:

Ordinance.

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS; AMENDING CHAPTER 78, UTILITIES, ARTICLE III – WASTEWATER SYSTEM, SECTION 78-98 – NUMBER OF SEWER CONNECTIONS PER OCCUPANCY OF THE CODE OF ORDINANCES OF THE CITY OF HEWITT, TEXAS; PROVIDING FOR PROCEDURES RELATED TO THE SHARING OF SEWER CONNECTIONS; PROVIDING FOR PROCEDURES RELATED TO BILLING OF WASTEWATER SERVICES FOR NON-INDIVIDUALLY METERED HIGH-DENSITY MULTIFAMILY DEVELOPMENTS OF TEN OR MORE LIVING UNITS PER ACRE; PARTIALLY REPEALING SECTION 78-98 (B) COMMERCIAL AND INDUSTRIAL CUSTOMERS; ESTABLISHING SECTION 78-98 (D) HIGH-DENSITY MULTIFAMILY; PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION I

That Chapter 78, UTILITIES, Article III, Wastewater System, Section 78-98 – Number of sewer connections per occupancy is hereby amended to read as follows: (Strikethrough language is recommended for removal and proposed NEW language is underlined)

Article III. Wastewater System, Division 1, Generally, Sec. 78-98 – Number of sewer connections per occupancy.

(a) Residential customers. No more than one residential occupancy shall be permitted to be attached to one sewer connection. A residential occupancy, for the purpose of this section, shall mean one family unit. For purposes of this section each lease space within a duplex, triplex or other multifamily residential complex shall be considered a single residential occupancy and shall be separately **billed based on metered water consumption** ~~metered~~ except as provided in subsection (c) below for existing customers.

(b) Commercial and industrial customers. No commercial or industrial occupants shall be permitted to share or be attached to the same sewer connection. A commercial or industrial occupancy for the purpose of this section shall mean a separate area of floor space occupied by one commercial or industrial tenant. In a shopping center, each lease space shall be considered as a separate occupancy. Such separate uses shall be separately **billed based on metered water consumption** ~~metered~~ except as provided in subsection (c) below for existing customers. ~~If a commercial or industrial tenant acquires more than one adjoining lease space to be used in that tenant's business as such, the entire area so used shall be considered one commercial or industrial~~

~~occupancy for purposes of this section, even though the actual area used may be attached to more than one sewer connection. In this event, such commercial or industrial tenant shall be charged with only one minimum sewer charge per month, regardless of the actual numbers of sewer connections used.~~

(c) Option for existing customers to pay minimum sewer charges. Residential, commercial or industrial occupants shall, at their option, elect to add additional sewer connections so as to comply with subsections (a) and (b) of this section or shall pay minimum sewer charges per month for each residential, commercial or industrial tenant, regardless of the actual number of sewer connections servicing the building. Such election shall be required on buildings in existence, as well as future construction.

(d) High-density multifamily. High-density multifamily consisting of ten (10) or more living units per acre, excluding individually metered units, shall pay a base sewer fee determined by the City Council plus 100% of metered water consumption per month, per meter.

SECTION II

That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

SECTION III

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

SECTION IV

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

SECTION V

That this ordinance shall take effect on October 1, 2019 upon passage and publication in accordance with the City Charter.

PASSED AND APPROVED on the _____ day of _____, 2019.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez
City Secretary

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 14a

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Canvass election returns of the Joint General Election of May 4, 2019.

STAFF RECOMMENDATION/ITEM SUMMARY:

Texas Election Code Section 67.003 – Time for Local Canvass – Each local canvassing authority shall convene to conduct the local canvass not earlier than the 3rd day or later than the 11th day after election day. Therefore the canvass must be conducted between Tuesday, May 7, 2019, and Wednesday, May 15, 2019.

City Secretary will present the unofficial results received from McLennan County Elections Administrator Kathy Van Wolfe.

ATTACHMENTS:

Official Election Reports to be provided by McLennan County Elections Administrator

City of Hewitt Cumulative — Unofficial
McLennan County — Joint General Election — May 04, 2019
 Page 1 of 1

05/04/2019 08:39 PM

Precincts Reporting 26 of 26 = 100.00%
 District Precincts Reporting 3 of 3 = 100.00%

Number of District Voters: 744 of 9,591 = 7.76%

Party	Candidate	Early	Election	Total
City Council Member - Ward 1, Vote For 1				
	Travis Bailey	116 42.96%	147 36.84%	263 39.31%
	Charles D. "Charlie" Turner	154 57.04%	252 63.16%	406 60.69%
	Cast Votes:	270 93.43%	399 87.69%	669 89.92%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	19 6.57%	56 12.31%	75 10.08%
City Council Member - Ward 2, Vote For 1				
	Matthew Mevis	201 100.00%	296 100.00%	497 100.00%
	Cast Votes:	201 69.55%	296 65.05%	497 66.80%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	88 30.45%	159 34.95%	247 33.20%
City Council Member - Ward 3, Vote For 1				
	A. C. "Tony" Martinez	62 22.30%	91 21.11%	153 21.58%
	Erica Bruce	216 77.70%	340 78.89%	556 78.42%
	Cast Votes:	278 96.19%	431 94.73%	709 95.30%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	11 3.81%	24 5.27%	35 4.70%
City Council Member - Ward 4 (At-Large), Vote For 1				
	Adam Miles	35 12.37%	38 8.54%	73 10.03%
	Betty Orton	71 25.09%	113 25.39%	184 25.27%
	Michael S. Bancale	99 34.98%	146 32.81%	245 33.65%
	Mike Field	61 21.55%	136 30.56%	197 27.06%
	Kurt Krakowian	17 6.01%	12 2.70%	29 3.98%
	Cast Votes:	283 97.92%	445 97.80%	728 97.85%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	6 2.08%	10 2.20%	16 2.15%

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 14b

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider **Resolution No. 2019-05**; canvassing the returns and declaring the results of the City's General Election held on May 4, 2019.

STAFF RECOMMENDATION/ITEM SUMMARY:

On May 4, 2019, the City of Hewitt conducted a General Election Election to elect a four (4) Council Members. State and local election laws require the results be declared in an official form. Attached is a draft resolution declaring the results of the election.

SUGGESTED MOTION:

I move approval of **Resolution No. 2019-05**; declaring the results of the City's General Election held on May 4, 2019.

ATTACHMENTS:

Resolution

RESOLUTION NO. 2019-05

CITY OF HEWITT	§	AN ORDER DECLARING THE RESULTS OF
COUNTY OF MCLENNAN	§	THE CITY OF HEWITT, TEXAS, GENERAL
STATE OF TEXAS	§	ELECTION HELD MAY 4, 2019

Whereas, the City Council of the City of Hewitt, Texas, resolved (through Resolution No. 2019-03) and ordered that a General Election be held on May 4, 2019, in the City of Hewitt for the purpose of electing four (4) positions to serve the unexpired term ending May 2021, those being:

GENERAL ELECTION

Council Member Ward 1
Council Member Ward 2
Council Member Ward 3
Council Member At-Large

Whereas, said election was conducted in accordance with the Texas Election Code and there came on to be considered the returns of said election.

Whereas, the returns of said General Election have been duly canvassed by the City Council, and such returns reflect that at said election a total of 744 votes were cast by the registered voters of the municipality; and each of the candidates in said election received the following votes:

GENERAL ELECTION

COUNCIL MEMBER WARD 1

Travis Bailey – 263
Charles D. “Charlie” Turner – 406

COUNCIL MEMBER WARD 2

Matthew Mevis – 497

COUNCIL MEMBER WARD 3

A.C. “Tony” Martinez – 153
Erica Bruce - 556

COUNCIL MEMBER, AT-LARGE

Adam Miles – 73
Betty Orton – 184
Michael S. Bancalé – 245
Mike Field – 197
Kurt Krakowian – 29

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

That said election was duly called; that notice of said election was duly posted and published, and that said election was held in accordance with the requirements of the Texas Election Code.

That the election returns and tabulations submitted by the McLennan County Elections Administrator will be attached hereto as Exhibit "A" and ratified by approval of said resolution;

That, at said election, candidates **Charles D. "Charlie" Turner, Matthew Mevis, and Erica Bruce**, received a majority of the votes cast at said election;

That, at said election, **Charles D. "Charlie" Turner, Matthew Mevis, and Erica Bruce** received the majority of votes to be duly elected as Council Members of the City of Hewitt.

That **Charles D. "Charlie" Turner, Matthew Mevis, and Erica Bruce** are hereby declared elected to said office, subject to taking the oath as provided by the laws of the State of Texas.

That, at said election, **no** candidate for Council Member At-Large received a majority of the votes cast at said election; to-wit a run-off election will be held of the following:

RUNOFF ELECTION

COUNCIL MEMBER, AT-LARGE

Michael S. Bancale

Mike Field

That it is hereby officially found and determined that the meeting at which this resolution is adopted was noticed and has been open to the public as required by law.

PASSED, ADOPTED AND APPROVED this the 13th day of May 2019.

CITY OF HEWITT

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney

City of Hewitt Cumulative — Unofficial McLennan County — Joint General Election — May 04, 2019

Page 1 of 1

05/04/2019 08:39 PM

Precincts Reporting 26 of 26 = 100.00%
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	Cast Votes:	270 93.43%	399 87.69%	669 89.92%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	19 6.57%	56 12.31%	75 10.08%
City Council Member - Ward 2, Vote For 1				
	Matthew Mevis	201 100.00%	296 100.00%	497 100.00%
	Cast Votes:	201 69.55%	296 65.05%	497 66.80%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	88 30.45%	159 34.95%	247 33.20%
City Council Member - Ward 3, Vote For 1				
	A. C. "Tony" Martinez	62 22.30%	91 21.11%	153 21.58%
	Erica Bruce	216 77.70%	340 78.89%	556 78.42%
	Cast Votes:	278 96.19%	431 94.73%	709 95.30%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	11 3.81%	24 5.27%	35 4.70%
City Council Member - Ward 4 (At-Large), Vote For 1				
	Adam Miles	35 12.37%	38 8.54%	73 10.03%
	Betty Orton	71 25.09%	113 25.39%	184 25.27%
	Michael S. Bancale	99 34.98%	146 32.81%	245 33.65%
	Mike Field	61 21.55%	136 30.56%	197 27.06%
	Kurt Krakowian	17 6.01%	12 2.70%	29 3.98%
	Cast Votes:	283 97.92%	445 97.80%	728 97.85%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	6 2.08%	10 2.20%	16 2.15%

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 14c

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider **Resolution No. 2019-06**; ordering a Runoff Election to be held on June 8, 2019, and other matters related thereto.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Charter requires a runoff election to be held whenever no candidate receives a majority of the legal votes cast for the place for which he/she is a candidate. No one candidate received a majority vote for the General Election held on May 4, 2019. The top two candidates receiving the highest votes were Michael S. Bancalé and Mike Field. This draft resolution orders a runoff election to be held on June 8, 2019, for the purpose of electing a Council Member, At-Large, establishes the dates and hours of said runoff election and early voting for the same, and other matters relating to the subject.

SUGGESTED MOTION:

I move approval of **Resolution No. 2019-06**; ordering a Runoff Election to be held on June 8, 2019, and authorizing the city manager to execute the agreement for the runoff election with McLennan County.

ATTACHMENTS:

Certification of Runoff Candidates
Resolution
McLennan County Election Contract



To: Lydia Lopez, City Secretary

CERTIFICATION OF RUNOFF CANDIDATES

I, Mayor Ed Passalugo, hereby certify that the following office title and names of candidates are to be placed on the ballot for the runoff election to be held on June 8, 2019:

Council Member, At-Large

Michael S. Bancale

Mike Field

Dated this 13th day of May, 2019.

Ed Passalugo, Mayor
City of Hewitt, Texas

RESOLUTION 2019-06

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, ORDERING A RUNOFF ELECTION IN THE CITY OF HEWITT ON SATURDAY, JUNE 8, 2019; DESIGNATING THE POLLING PLACE; PROVIDING OTHER MATTERS RELATING TO THE RUNOFF ELECTION; AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, at a regular meeting held on May 13, 2019, for the purpose of canvassing the joint general election of May 4, 2019, it was declared that a runoff election would be required for Council Member – At-Large (unexpired term); and

WHEREAS, Council Member At-Large will be determined between and Michael S. Bancale and Mike Field; and

WHEREAS, the laws of the State of Texas and the Charter of the City of Hewitt, Texas provide that on June 8, 2019, there will be an election held to consider a runoff election; and

WHEREAS, the laws of the State of Texas and the Charter of the City of Hewitt, Texas, further provide that the Election Code of the State of Texas is applicable to said election and in order to comply with said Code, a Resolution and Order of Election should be passed establishing the procedure to be followed in said election as outlined below:

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

1. That a Runoff Election will be held on June 8, 2019, at Hewitt Public Safety Facility, 100 Patriot Court, Hewitt, Texas, with the polls open from 7:00 a.m. to 7:00 p.m.
2. That the order in which the names of the candidates are to be printed on the ballot will be determined on May 13, 2019, by a drawing in the Council Chambers of the City of Hewitt after the Council Meeting at Hewitt City Hall, 200 Patriot Court, Hewitt, Texas.
3. That only resident qualified voters of said City shall be eligible to vote.
4. That Francesca Nyquist shall be appointed Presiding Election Judge and Timothy Howard shall be appointed as Alternate Presiding Election Judge. The clerks for the election will be appointed by the Presiding Election Judge in a number not to exceed two (2) clerks for Election Day. Presiding Election Judge and Alternate Presiding Election Judge will be paid \$12.00 per hour and an overtime rate of \$18.00 per hour. The clerks will be paid \$10.00 per hour with an overtime rate of \$15.00.

5. That Francesca Nyquist shall be appointed to serve as the Early Voting Ballot Board Presiding Officer.
6. That the County Elections Administrator Kathy E. Van Wolfe will serve as Clerk for Early Voting and conduct early voting. Early voting for the above designated election shall be held in the Hewitt Public Safety Facility, 100 Patriot Court, within said City.

Early voting days and hours will be:

Tuesday	May 28, 2019	8:00 AM - 5:00 PM
Wednesday	May 29, 2019	8:00 AM - 5:00 PM
Thursday	May 30, 2019	8:00 AM – 5:00 PM
Friday	May 31, 2019	8:00 AM – 5:00 PM
Monday	June 3, 2019	7:00 AM – 7:00 PM
Tuesday	June 4, 2019	7:00 AM - 7:00 PM

7. That applications for ballot by mail shall be mailed to Kathy E. Van Wolfe, McLennan County Elections Administrator, P.O. Box 2450, Waco, Texas 76703-2450. Applications may be received until the close of business on May 28, 2019.
8. That all ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used only for early voting by mail. The eSlate Direct Recording Electronic (DRE) Voting System shall be used for early voting by personal appearance and voting on Election Day.
9. That a copy of this order attached as Exhibit “A” shall also serve as a Writ of Election, which shall be delivered to the above-appointed Presiding Election Judge for said elections in accordance with State Law.
10. That said election shall be held in accordance with the Elections Code and the State of Texas. Notice of said elections shall be given in accordance with the terms and provisions of the Elections Code and the City Secretary is hereby instructed to have said notice attached as Exhibit “B” published.

PASSED, APPROVED, AND ADOPTED on this 13th day of May 2019, at a Regular Called meeting of the City Council of the City of Hewitt, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t. Code, §551.001, et.seq.* at which meeting a quorum was present and voting.

THE CITY OF HEWITT

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney

ORDER OF HEWITT'S RUNOFF ELECTION
(ORDEN DE LA ELECCIÓN DE ESCIRRENTÍA DE HEWITT)

An election is hereby ordered to be held on June 8, 2019, for voting in Hewitt's Runoff Election to elect one (1) person for a position to serve the full term of two (2) years for one (1) At-Large position for the City of Hewitt.

(En términos de lo establecido, se llevará a cabo una elección escorrentía de Hewitt el 8 de junio de 2019 para elegir a una (1) persona para cada puesto para servir el término completos de dos (2) años para uno (1) posición (En General) para la ciudad de Hewitt.)

LOCATION OF POLLING PLACE
(UBICACION DE LA LUGAR ELECTORAL)

Hewitt Public Safety Facility
100 Patriot Court
Hewitt, Texas 76643

Early Voting by personal appearance will be conducted at:
(La votación adelantada en persona se llevará a cabo todos los días en:)

Main Early Voting Site:
(Lugar principal de votación adelantada)

Hewitt Public Safety Facility
100 Patriot Court
Hewitt, Texas 76643

The dates and times of Early Voting are:
(Los días y horas de votación adelantada son:)

Tuesday (martes)	May 28, 2019 (28 de mayo, 2019)	8:00 AM - 5:00 PM
Wednesday (miércoles)	May 29, 2019 (29 de mayo, 2019)	8:00 AM - 5:00 PM
Thursday (jueves)	May 30, 2019 (30 de mayo, 2019)	8:00 AM - 5:00 PM
Friday (viernes)	May 31, 2019 (31 de mayo, 2019)	8:00 AM - 5:00 PM
Monday (lunes)	June 3, 2019 (3 de junio, 2019)	7:00 AM - 7:00 PM
Tuesday (martes)	June 4, 2019 (4 de junio, 2019)	7:00 AM - 7:00 PM

Applications to vote by mail should be mailed to:
(Las solicitudes para poder votar por deben ser enviadas a:)

Kathy E. Van Wolfe
McLennan County Elections Administrator
P.O. Box 2450
Waco, Texas 76703-2450
ballotbymail@co.mclennan.tx.us

Applications for ballot by mail must be received no later than the close of business on May 28, 2019:
(Las solicitudes para votar por correo tendrán que ser recibidas antes del fin del día laboral el 28th de mayo 2019:)

Issued this the _____ day of _____, 2019.
(Emitada el día _____ de _____ 2019.)

Mayor, City of Hewitt
(alcalde, ciudad de Hewitt)

NOTICE OF HEWITT'S RUNOFF ELECTION
(AVISO DE ELECCIÓN DE ESCIRRENTÍA DE HEWITT)

To the registered voters of the County of McLennan, Texas:
(A los votantes registrados del Condado de McLennan, Texas:)

Notice is hereby given that the polling place listed below will be open from 7:00 a.m. to 7:00 p.m., June 8, 2019, for voting in Hewitt's Runoff Election to elect one (1) person for a position to serve the full term of two (2) years for City Council Member, Ward 4 (at-large) for the City of Hewitt.

(Notifíquese por la presente que los lugar electoral indicados abajo estarán abiertos desde las 7 de la mañana hasta las 7 de la tarde del 8 de junio 2019 para la votación en la elección de escorrentía de Hewitt para elegir a una (1) persona para cada puesto para servir el término completos de dos (2) años para Miembor del Ayuntamiento – Distrito Electoral Núm. 4 (en general) para la ciudad de Hewitt.)

LOCATION OF POLLING PLACE
(UBICACION DE LA LUGAR ELECTORAL)

Hewitt Public Safety Facility
100 Patriot Court
Hewitt, Texas 76643

Early Voting by personal appearance will be conducted at:
(La votación adelantada en persona se llevará a cabo todos los días en:)

Main Early Voting Site:
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Kathy E. Van Wolfe
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Applications for ballot by mail must be received no later than the close of business on May 28, 2019:
(Las solicitudes para votar por correo tendrán que ser recibidas antes del fin del día laboral el 28th de mayo 2019:)

Issued this the _____ day of _____, 2019.
(Emitada el día _____ de _____, 2019.)

Mayor, City of Hewitt
(alcalde, ciudad de Hewitt)

THE STATE OF TEXAS

COUNTY OF MCLENNAN

**CONTRACT FOR ELECTION SERVICES BETWEEN THE MCLENNAN COUNTY
ELECTION ADMINISTRATION DEPARTMENT AND THE CITY OF HEWITT:**

THIS CONTRACT, made by and between the City of Hewitt, acting by and through its City Council, hereinafter referred to as the "City," and Kathy E. Van Wolfe, Elections Administrator of McLennan County, Texas, hereinafter referred to as the "Contracting Officer," and by authority of Section 31.092 (a), Texas Election Code for the conduct and supervision of the June 8, 2019 Hewitt's Runoff Election, for the selection of elected officials, for the full term of two (2) years for one (1) City Council position.

THIS CONTRACT is subject to the approval of all participating parties and shall be binding on said parties upon written approval.

WITNESSETH:

WHEREAS, the City is holding a Runoff Election for the selection of elected officials for the full term of two (2) years for one (1) City Council position (at the expense of the City) on June 8, 2019; and

WHEREAS, the voting precincts of the City which lie within the boundaries of the City, have been established by the City as their voting precincts; and

WHEREAS, the Vote Center in the Runoff Election is the Election Day voting place for the City; and

WHEREAS, the County owns the HART eSlate electronic voting system, which has been duly approved by the Secretary of State, pursuant to the Texas Election Code, (Section 122.031-122.039, Section 122.091); and

WHEREAS, the City desires to use the County's electronic voting system in their elections and to compensate the County for such use and to share in certain other expenses connected with such elections in accordance with the provisions of Section 31.098 of the Texas Election Code; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

In all of the City's voting precincts, the Contracting Officer shall conduct the City's election in accordance with this contract. The City shall bear the full cost or pay a pro-rata share of the voting centers and election judges, alternates and clerks, if applicable, to be used for the election.

II.

Judges' Booth Controllers (JBCs), eSlates and Disabled Accessible Units (DAUs), owned by the County, shall be used for the City's election.

III.

The City agrees to appoint the Contracting Officer as the Clerk for Early Voting and shall furnish wording on the ballots and Election Order necessary for Early Voting in the election to be held at the expense of the City.

The City agrees that the location for Early Voting will be the Hewitt Public Safety Facility, located at 100 Patriot Court, Hewitt, TX 76643.

The above-mentioned wording on the ballot(s) and Election Order(s) shall be delivered to the Elections Administrator upon completion of the ballot drawing for a place on the ballot, prior to the commencement of Early Voting, in the election to be held at the expense of the City. The City shall bear the full cost for the Early Voting locations' personnel, at an hourly rate of \$12.00 and an overtime rate of \$18.00 per hour for Presiding Judges and Alternate Judges and an hourly rate of \$10.00 and an overtime rate of \$15.00 for Clerks; and a \$25.00 pick-up and delivery fee for Early Voting supplies.

The City will forward any requests received for a ballot by mail to the McLennan County Elections Administrator for processing. The City shall pay to the County the actual cost incurred for materials and postage for the distribution of ballots by mail.

The Contracting Officer shall provide to the City one (1) copy of the Early Voting report via email on a daily basis and a cumulative final Early Voting report following the election.

IV.

The Contracting Officer shall have the City's sample ballots, printed to cover the City's election, in accordance with Texas Election Code, Section 124.004. In all of the City's voting precincts, which lie within the boundaries of the City, the ballots shall include the selection of elective officers for the City.

V.

In all instances covered by Article I of this contract, the Contracting Officer shall cause the HART eSlate voting equipment to be delivered to the Election Day voting places and Early Voting places at least one (1) hour before the time set for opening the polls in each voting precinct, pursuant to Texas Election Code, Sections 125.001, 125.004, 125.061, 127.032-.065.

VI.

The City shall bear the full cost of the rent or pay a pro-rata share, if applicable, for all voting places contemplated by Article I of this contract.

VII.

The City shall bear the full cost or pay a pro-rata share, if applicable, for any equipment as deemed necessary and/or desirable for the holding of said election and cause same to be delivered to the voting places of the City.

VIII.

The City shall bear the full cost or pay a pro-rata share, if applicable, for the employment and/or use of such personnel as the Contracting Officer deems necessary or desirable to prepare for and conduct Early Voting.

IX.

The City shall bear the full cost or pay a pro-rata cost for the employment and/or use of such personnel as the Contracting Officer deems necessary to program and operate the automatic tabulating equipment in accordance with Texas Election Code, Sections 124.066, 127.001-.006, 127.121-122.

X.

The City shall appoint, bear the full cost of or pay a pro-rata share for the Presiding Judges and Clerks in the voting precincts, which lie within the limits of the City, including the cost for the election personnel to attend an election school held by the designated Contracting Officer for the training of Election Day Judges and Alternate Judges pursuant to the Texas Election Code, Sections 32.091 - .093 and 271.013, for their services in connection with the

election to be held at the expense of the City. The election school will not exceed four (4) hours in length. Election Day personnel will be compensated at an hourly rate of \$12.00 for Presiding Judges and Alternate Judges and an hourly rate of \$10.00 for Clerks; and a \$25.00 pick-up and delivery fee for Election Day supplies.

The Contracting Officer shall appoint the Presiding Judge and Clerks of the Early Voting Ballot Board to process Early Voting results pursuant to Texas Election Code, Sections 87.001 - .025, 87.101, and 87.103. The City shall pay a pro-rata cost for the Presiding Judge and Clerks of the Early Voting Ballot Board.

XI.

The Contracting Officer will provide the preparation of programs and test materials for tabulation of voting equipment and of ballot by mail materials, supervision of handling and disposition of election returns and preparation of the tabulation for the official canvass in accordance with Tex. Elec. Code, Section 31.094.

XII.

The Contracting Officer will provide advisory services in connection with decisions to be made and actions to be taken by the responsible parties of the City.

XIII.

The City shall pay to the County an Administrative Fee of ten (10) percent of the total amount of the contract for administering the election.

XIV.

It is understood that the County will incur costs and expenses in connection with the making of arrangements and preparations for the election, and that in the event the election to be held at the City is enjoined or canceled or if for any reason whatsoever the City shall decide not to proceed with the election to be held at the expense of the City or if the date of the election to be held by the respective parties is postponed or otherwise changed, the City shall be obligated to pay the County for the amount specified in Article XIII of this contract, which is agreed to be a fair and reasonable estimate of the costs and expenses incurred, or to be incurred, by the County in making such arrangements and preparations and the loss of damage to be sustained by the County in such event.

XV.

In connection with the performance of this contract, neither McLennan County nor the Administrator shall be liable to third parties for any default of the City in connection with the holding of the joint election, including the failure by such entities to pay any expenses hereunder, and such Entities shall not be liable to third parties for any default of the

Administrator in connection with the holding of the election.

XVI.

Except as herein expressly provided otherwise, each party hereto shall do all things that may be required in connection with the election to be held at its expense. The City shall be responsible for the preparation of election resolutions and other pertinent documents for the adoption or execution by the proper officer of said party, and no party hereto shall have the responsibility or duty in connection with such preparations by any other party thereto. The Contracting Party will prepare the Joint Notice of Election and submit the documents to the entities for execution by the proper officers. The City shall likewise be responsible for posting or publication of election notices, and no party hereto shall be responsible for the posting or publication by any other party hereto.

XVII.

It is understood that, to the extent space is available, other cities and political subdivisions may wish to participate in the use of the above-mentioned election equipment and voting places, and it is agreed that the Contracting Officer may contract with such other cities or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the City under this contract.

XVIII.

It is estimated that the City's obligation there under shall not exceed twelve thousand two hundred fifty-four dollars (\$12,254.00) and the City agrees to pay a deposit of fifty (50) percent of said amount to McLennan County for an amount of six thousand one hundred twenty-seven dollars (\$6,127.00) within five (5) days after the City's execution of this contract. The exact amount of the actual cost of the City's obligation, hereunder, shall be calculated after the June 8, 2019 Runoff Election, and if the amount of the City's obligation exceeds the amount deposited, then, in the event, the City shall pay to McLennan County the balance due within thirty (30) days after the receipt of the bill from the Contracting Officer detailing actual costs. However, if the amount of the City's obligation is less than the amount deposited, then and in that event, McLennan County shall refund to the City the excess amount paid within thirty (30) days after a final bill detailing the cost of the election has been provided to the City.

In TESTIMONY HEREOF, the contract, is multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to wit:

a) It has on the _____ day of _____, 2019 been executed on behalf of McLennan County by the Elections Administrator, pursuant to the Texas Election Code, so authorizing;

b) It has on the _____ day of _____, 2019 been executed on behalf of the City by its City Manager, pursuant to the authority of the City Council, so authorizing.

ATTEST:

City of Hewitt

**By: _____
City Manager, City of Hewitt**

CONTRACTING OFFICER

**Kathy E. Van Wolfe
Elections Administrator, McLennan County**



COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 14d

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Administer the oath of office to newly elected Council Members.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Council approved Resolution No. 2019-05; declaring the results of the General Election held on May 4, 2019, and announced the winners Charles D. "Charlie" Turner, Matthew Mevis, and Erica Bruce. The city secretary will administer the oath of office.

Newly elected Council Members will take their place at the Council dais after signing official oath.

ATTACHMENTS:

Oaths

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Charles D. "Charlie" Turner, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Council Member, Ward 1 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Lydia Lopez

Printed or Typed Name

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Matthew Mevis, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Council Member, Ward 2 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Lydia Lopez

Printed or Typed Name

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Erica Bruce, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council Member, Ward 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Lydia Lopez

Printed or Typed Name



COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 14f

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Special presentation to outgoing Council Members.

STAFF RECOMMENDATION/ITEM SUMMARY:

City Manager will present plaques in recognition of Council Members Travis Bailey, James Vidrine, and Ed Passalugo for their dedicated service on the Council and for the citizens of Hewitt.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: May 13, 2019

AGENDA ITEM #: 14g

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Selection of Mayor and Mayor Pro Tem.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Council can appoint any member as noted below in the Charter excerpt.

Sec. 2.7 - Mayor/mayor pro tem. At its first meeting following each regular election of councilmen, the council shall by election designate one of its numbers as mayor and another of its numbers as mayor pro tem, each of whom shall serve in such capacity for a term of one (1) year. The mayor shall preside at all meetings of the council and shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process and for emergency purposes, and for military or police purposes, but shall have no administrative duties. The mayor, as a member of the council, shall be entitled to vote upon all affairs considered by the council, but shall have no veto power. The mayor pro tem shall act as mayor during the absence or disability of the mayor, and shall have power to perform every act the mayor could perform if present.

SUGGESTED MOTION:

I move appointment of _____ as Mayor.

I move appointment of _____ as Mayor Pro Tem.

ATTACHMENTS:

None