

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

December 16, 2019
Regular Meeting - 7:00 PM
CITY HALL, 200 PATRIOT COURT
HEWITT, TX 76643

MAYOR AND CITY COUNCIL

Charlie Turner – Mayor, Ward 1

Wilbert Wachtendorf – Mayor Pro Tem, Ward 1

Bill Fuller – Council Member, Ward 2

Vacant – Council Member, Ward 2

Steve Fortenberry – Council Member, Ward 3

Erica Bruce – Council Member, Ward 3

Michael S. Bancale – 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	Tracy Lankford, Community Dev. Director
Kevin Reinke, Utilities Director	Scott Coleman, General Services Director
Tuck Saunders, Assistant Police Chief	Jessica Higgins, HR Generalist

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **16th day of December, 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:

In order to address the Council on any item, you must complete a Speaker's Request Form and submit to the City Secretary prior to the start of the Council meeting. Comments on non-agenda items must be made only during the citizens' comments agenda item. Council may not comment publicly on issues raised during citizen comments that are not listed on the Agenda but may direct the City Manager to resolve or request the matter to be placed on a future agenda. Such public comments shall not include any "deliberation" as defined by Chapter 551 of the Government Code, as now or hereafter amended.

Pursuant to HB 2480, effective September 1, 2019: For all non-public hearing items that are on the agenda, citizens can speak immediately prior to the time that the item is considered by the Council. However, in order for the Presiding Officer to recognize your request to speak on that agenda item, you must have identified that agenda item on the Speaker Request Form turned into the City Secretary.

All comments must be directed to the Presiding Officer, rather than an individual Council Member or city staff. Comments are limited to five (5) minutes and must pertain to the subject matter listed on the Speaker's Request Form.

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Special recognition of newly hired employees
4. Presentation and swearing in of newly appointed Police Officers Yasmin Rahim and Thayer Tucker
5. Hear visitors on matters pertaining to city business. *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*
6. Briefing and discussion concerning upcoming events:
 - TML Region 9 Meeting – January 23, 2020
 - Greater Hewitt Chamber of Commerce Banquet – January 30, 2020
7. Consider approval of minutes of the City Council Regular Meeting of December 2, 2019.
8. Consider reappointments to the Parks and Beautification Committee and the Library Board of Directors.
9. Presentation of report from City Engineer
 - Update on pending utility projects
 - Update on pending street projects
 - Update on pending drainage projects
10. Briefing and discussion concerning Financial Statements ending November 31, 2019.

11. Authorize the purchase of 2019 John Deere 410L Backhoe for Utilities Services through RDO Equipment in the amount of \$90,244.18.
12. Authorize preventive maintenance expense of \$7,791.63 and subsequent engine repair of \$17,951.22 for Engine-1 to Metro Fire Apparatus Specialist, Inc. for a total amount of \$25,742.85.
13. Authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2020 Household Hazardous Waste event and allocate funding in an amount not to exceed \$10,000 for the cost of participation
14. Announce the cancellation of the Council meeting of January 6, 2020. The next Council Meeting will be held on January 20, 2020.
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 3:00 AM/PM on December 11, 2019.

CITY OF HEWITT



Lydia Lopez, TRMC/CMC
City Secretary

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



AGENDA ITEM #5 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

In order to address the Council on any item, you must complete a Speaker's Request Form and submit to the City Secretary prior to the start of the Council meeting. Comments on non-agenda items must be made only during the citizens' comments agenda item. Council may not comment publicly on issues raised during citizen comments that are not listed on the Agenda but may direct the City Manager to resolve or request the matter to be placed on a future agenda. Such public comments shall not include any "deliberation" as defined by Chapter 551 of the Government Code, as now or hereafter amended.

Pursuant to HB 2480, effective September 1, 2019: For all non-public hearing items that are on the agenda, citizens can speak immediately prior to the time that the item is considered by the Council. However, in order for the Presiding Officer to recognize your request to speak on that agenda item, you must have identified that agenda item on the Speaker Request Form turned into the City Secretary.

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HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 16, 2019

AGENDA ITEM #: 7

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Regular Meeting of December 2, 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
REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
December 2, 2019 – 7:00 PM**

Members present: Mayor Charlie Turner Mayor (presiding), Mayor Pro Tem Wilbert “Walky” Wachtendorf; Council Members Bill Fuller, Michael S. Bancale, Steve Fortenberry, and Erica Bruce

Staff present: City Manager Bo Thomas, City Attorney Mike Dixon, City Engineer Miles Whitney, Police Chief Jim Devlin, Fire Chief Lance Bracco, Community Development Director Tracy Lankford, Finance Director Lee Garcia, General Services Director Scott Coleman, Library Director Waynette Ditto, Utilities Director Kevin Reinke, and City Secretary Lydia Lopez

Staff absent: Assistant Police Chief Tuck Saunders

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER.** Mayor Charlie Turner called the meeting to order at 7:00 PM. City Secretary Lydia Lopez polled the Council for attendance.
PRESENT: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, Turner
ABSENT: None
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG.** Mayor Charlie Turner asked the Honorable State Representative Charles “Doc” Anderson to lead the Pledge of Allegiance.
3. **SPECIAL PRESENTATION TO THE HEWITT POLICE DEPARTMENT BY STATE REPRESENTATIVE CHARLES “DOC” ANDERSON.** Representative Doc Anderson presented a State Resolution recognizing the Hewitt Police Department for receiving Statewide Recognition as a “Texas Best Practices Recognized Agency the Texas Police Chiefs Association.
4. **SPECIAL PRESENTATION TO HEWITT PUBLIC LIBRARY VOLUNTEERS – FIRST BAPTIST CHURCH OF HEWITT.** Library Director Waynette Ditto presented an award to recognized members of the First Baptist Church of Hewitt for their service as door greeters and door opener during story-time and other events. Susan Malone, Children’s Director and Barbara Clark were present to receive the award.

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. Jeanne Passalugo, 137 E. Chapman, appeared to request that Council stop allowing Air B & Bs in the city.
6. **CONSIDER APPROVAL OF MINUTES OF THE COUNCIL REGULAR MEETING OF NOVEMBER 18, 2019.**
MOTION: Council Member Michael Bancale moved approval of the minutes as presented but to allow for corrections.
SECOND: Mayor Pro Tem Wilbert “Walky” Wachtendorf
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
7. **AUTHORIZE THE PURCHASE OF A KAWASAKI MULE PRO FX FROM BARGER’S ALLSPORTS IN THE AMOUNT OF \$11,079.55.**
Jeannie Passalugo, 137 E. Chapman, stated that she hoped that all the items being purchased were approved in the Budget.
City Manager Bo Thomas advised that the following nine items were adopted in the FY 2019-2020 Budget and that Council approved the short-term financing at the last Council meeting.
MOTION: Council Member Steve Fortenberry moved to authorize the purchase of the Kawaski Mule Pro FX from Barger’s Allsports in the amount of \$11,079.55.
SECOND: Council Member Erica Bruce
AYES: Fuller, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
8. **AUTHORIZE THE PURCHASE OF A TIRE/WHEEL BALANCER FROM AUTOMOTIVE EQUIPMENT SPECIALIST IN THE AMOUNT OF \$3,420.** City Manager Bo Thomas presented.
MOTION: Council Member Steve Fortenberry moved to authorize the purchase of a Tire/Wheel Balancer from Automotive Equipment Special in the amount of \$3,420.
SECOND: Council Member Michael Bancale
AYES: Fuller, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None

9. **AUTHORIZE THE PURCHASE OF A FORD F150 FROM BIRD-KULTGEN FORD FROM THE DRAINAGE FUND IN THE AMOUNT OF \$32,003.57.** City Manager Bo Thomas presented.
MOTION: Council Member Steve Fortenberry moved to authorize the purchase of a Fort F150 from Bird Kultgen Ford in the amount of \$32,003.57.
SECOND: Council Member Bill Fuller
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
10. **AUTHORIZE THE PURCHASE OF A STALKER MINI-RADAR TRAILER FROM APPLIED CONCEPTS, INC./STALKER RADAR IN THE AMOUNT OF \$6,115.** City Manager Bo Thomas presented.
MOTION: Council Member Michael Bancale to authorize the purchase of a Stalker Mini Radar Trailer system from Applied Concepts, Inc./Stalker Radar in the amount of \$6,115.
SECOND: Council Member Bill Fuller
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
11. **AUTHORIZE THE PURCHASE OF MOBILE DATA TERMINALS – DELL LATITUDE SEMI-RUGGED LAPTOPS FOR POLICE DEPARTMENT VEHICLES THROUGH EXTRACO TECHNOLOGY IN THE AMOUNT OF \$40,803.23.** City Manager Bo Thomas presented.
MOTION: Council Member Steve Fortenberry moved approval of the purchase of 13 Dell Latitude 5420 Semi-Rugged Laptop computers for the Police Department through Extraco Technology in the amount of \$40,803.23.
SECOND: Council Member Michael Bancale
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
12. **AUTHORIZE THE PURCHASE OF THREE FLEET VEHICLES (TWO CHEVY TAHOES AND ONE CHEVROLET SILVERADO PICKUP) FOR THE POLICE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP IN THE AMOUNT OF \$156,627.** City Manager Bo Thomas presented. General discussion concerning radio systems/equipment and what are we doing with the vehicles that are being replaced.
MOTION: Council Member Steve Fortenberry moved to authorize the purchase of three fleet vehicles (two Chevrolet Tahoes and one Chevrolet Silverado pickup) from Siddons-Martin Emergency Group in the amount of \$156,627.
SECOND: Council Member Michael Bancale
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None

ABSENT: None

MOTION PASSED.

- 13. AUTHORIZE THE PURCHASE OF A CHEVROLET SILVERADO PICKUP FOR THE FIRE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP IN THE AMOUNT OF \$40,301.** City Manager Bo Thomas presented.

MOTION: Council Member Michael Bancale moved to authorize the purchase of a Chevrolet Silverado pickup for the Fire Department from Siddons-Martin Emergency Group in the amount of \$40,301.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

- 14. AUTHORIZE THE PURCHASE OF SHELVING FOR THE LIBRARY FROM LIBRARY INTERIORS OF TEXAS IN THE AMOUNT OF \$13,998.15.** City Manager Bo Thomas presented. General discussion concerning timeline for installation of shelving.

MOTION: Council Member Steve Fortenberry moved to authorize the purchase of shelving for the Library from Library Interiors of Texas in the amount of \$13,998.15.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

- 15. AUTHORIZE THE PURCHASE OF A NEW DELL T340 SERVER FOR THE LIBRARY THROUGH EXTRACO TECHNOLOGY IN THE AMOUNT OF \$7,274.** City Manager Bo Thomas presented.

MOTION: Council Member Steve Fortenberry moved to authorize the purchase of a new Dell T340 Server for the Library through Extraco Technology in the amount of \$137,274.

SECOND: Council Member Michael Bancale

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

Note: This agenda item was amended as follows:

- 16. CONSIDERATION AND ACTION ON RESOLUTION NO. 2019-22 AMENDING ADOPTING THE CITY OF HEWITT'S INVESTMENT POLICY.** City Manager Bo Thomas stated that the Public Funds Investment Act requires annual review of the City's Investment Policy. He noted that the Investment Policy presented is the one that is currently in place and had been previously adopted. He further highlighted the contents of the policy.

MOTION: Council Member Michael Bancale move approval of **Resolution No. 2019-22.**

SECOND: Mayor Pro Tem Wilbert “Walky” Wachtendorf

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

17. **DISCUSSION CONCERNING A CHARTER REVIEW COMMISSION.** Mayor Charlie Turner advised that he had a request to address the Council on this item. Betty Orton, 912 Steamboat Circle, appeared in support of the item and stated that a review of the Charter is long overdue. She further recommended that Council appoint citizens who had some knowledge of the Charter. Mayor Turner further noted that he had requested this item be placed on the agenda and recommended that each Council Member consider choosing two citizens to appoint to a Charter Review Commission. City Manager Bo Thomas suggested council seek counsel from the City Attorney on how to proceed. City Attorney Mike Dixon stated that he would recommend that Council allow him to review what legally needs to be changed so that guidance can be provided to a Charter Review Commission. General discussion was held on the number of amendments, when to take to the voters, term limits, and redistricting. City Attorney Mike Dixon advised that redistricting process is normally conducted by consultants who are expert. Mayor Turner recommended a review of the charter each time a census is conducted.

18. **ADJOURN.**

MOTION: Council Member Bill Fuller moved to adjourn the meeting at 8:57 PM.

SECOND: Council Member Steve Fortenberry

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Charles D. Turner, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 16, 2019

AGENDA ITEM #: 8

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider reappointments to the Parks & Beautification Committee and the Library Board of Directors.

STAFF RECOMMENDATION/ITEM SUMMARY:

Parks and Beautification Committee members Tom Hernandez, Casey Lowrey, and Ann Schiltz have terms that will expire December 31, 2019. Library Board of Directors Sally Goldman, and Ronald G. Smith have terms that will expired December 31, 2019. All have agreed to serve another term.

Library Board Member Gayle H. Shipp has a term that expires on December 31, 2019, as well, but she has declined to serve another term. This will leave a vacancy on the Library Board.

These members are in good standing and staff recommends approval of this item.

ATTACHMENTS:

Council, Boards and Commission list

CITY OF HEWITT: COUNCIL, BOARDS, AND COMMISSIONS

City Hall 666-6171 (Fax 666-6014); Community Services 666-2447; Utility Billing 666-3151 (after hrs emergency 666-6272); Police Adm. 666-1661; Drug Tips 666-3333; Animal Control 666-6272; Library 666-2442; Park Reservations 666-6173; Municipal Court 666-1208; Chamber of Commerce 666-1200. City of Hewitt web site: www.cityofhewitt.com; Email: citysecretary@cityofhewitt.com

City Council 2 Yr Term - May	Board of Adjustment 2 Yr Term - April	Planning & Zoning Commission 3 Yr Term - June	Parks & Beautification Board 2 Yr Term - December	Library Board of Directors 2 Yr Term - December
1st & 3rd Mon 7 pm	3rd Thurs 6 pm	1st Tues. 6 pm	3rd Wed. 6 pm	Quarterly as needed
Mayor Charlie Turner Ward 1 (05-2021) 209 Laredo Dr. 709-3614	Chairman (04-2020) Jim Winton 1136 Heatherwood 857-9436	(06-2022) Paul D. Lasater 1112 Heatherwood 716-0025	(12-2020) Jerry Snider 108 Brenda Drive 307-0613	(12-2020) Eric Ames 249 Fieldcrest Drive 710-1576
Mayor Pro Tem Wilbert (Walky) Wachtendorf Ward 1 (05-2020) 328 Travis Lane 709-3989	(04-2020) Bradley T. Turner 425 W. Chapman 723-4912	(06-2022) Bobby Wolske 109 Devonshire 366-4743	(12-2019) Tom Hernandez 1321 Darbyton Drive (563) 271-8536	(12-2019) Gayle H. Shipp 704 Cheyenne Trail 495-1044
Bill Fuller Ward 2 (05-2020) 218 Chelsea/PO Box 568 709-3998	(04-2019) Douglas Bergen 264 Earle Road 666-0855	(06-2022) Walter H. Peterson 500 Moss Hill Road 757-5128	(12-2019) Casey Lowrey 700 Wind Hill Drive 424-1266	(12-2020) Karen Copeland 616 Crestwood Drive 717-4906
VACANCY Ward 2 (05-2021)	(04-2019) Charles Howard 155 Ellis Farm Road 732-4746	(06-2020) Jonathan Denton Dulus 332 Bowie Ln. 855-4013	(12-2019) Ann E. Schiltz 1220 Dendron Drive 666-4291	Secretary (12-2020) Lydia Dashner 520 Angel Fire Drive 666-9623
Erica Bruce Ward 3 (05-2021) 717 Fieldstone 709-4050	(04-2019) R. Don Vardeman 432 S First Street 227-4495	(06-2020) Bobby Drake 107 Westchester Way 772-7440	(12-2020) Conway Briscoe 602 Madison Circle (972) 750-1378	President (12-2020) Beth Oakley 708 Angel Fire Drive 644-3594
Steve Fortenberry Ward 3 (05-2020) 701 Oakmont Drive 709-0030	Alternate (04-2020) Scott Hedges 613 Willow Creek Dr. 776-9550 x3246	(06-2020) Michael Lee Hix 336 Bowie Lane 723-5071	(12-2020) Veronica Molina 1201 Radisson (434) 531-2014	(12-2019) Ronald G. Smith 305 Cedarwood Lane 666-7460
Michael S. Bancale 909 Stoneridge Drive 709-3522 At Large (05-2021)	Alternate (04-2019) VACANCY	(06-2020) John J. Baker 317 Bonham Drive 235-0464	(12-2020) Jamie McKinney 411 Karen Street (713) 824-4003	Vice President (12-2019) Sally Goldman 132 Texas 666-2436

Updated: 11/08/2019



AGENDA ITEM #9 - City Engineer's Report

HEWITT TEXAS

CITY ENGINEER'S REPORT

December 10, 2019

Utility Projects

FM 2113; Spring Valley Rd.

Currently working the agreement between the City and TxDOT for some partial reimbursements.

Street Projects

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

Contactor is working and pushing to finish up in the coming months, if weather conditions allow it.

April/December; Mill and Overlay

Contractor has begun work.

E. Warren Street Improvements

Survey work is being progressed.

Ritchie Rd. Street Improvements (Patriot Court to Hewitt Dr.)

Preliminary soil investigations are soon to be ordered, In addition topographic surveys will be ordered soon as well.

Drainage Projects

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

City is working on obtaining cost estimates for some work at this location.

208/212 Cross Country Drainage Improvements

Surveyor is to be working on exhibits for additional drainage easement requested.

HEWITT TEXAS II

CITY ENGINEER'S REPORT

December 10, 2019

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL AGENDA ITEM #10

The Financial Statements ending November 30, 2019, were sent electronically on or before December 9, 2019. Finance Director Lee Garcia will be available to respond to any questions or comments.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 16, 2019

AGENDA ITEM #: 11

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the purchase of a 2019 John Deere 410L backhoe for the Utility Services through RDO Equipment in the amount of \$90,244.18.

STAFF RECOMMENDATION/ITEM SUMMARY:

The purchase of this piece of equipment will replace a 2007 model. This backhoe was budgeted in FY 2019/2020 Budget out of the Utility Fund Maintenance Department. Sourcewell priced a 2019 John Deere 410L backhoe for the amount of \$117,244.18 minus the trade in value of \$27,000 for a 2007 410J for a total purchase of \$90,244.18.

SUGGESTED MOTION:

I move to authorize the purchase a 2019 John Deere backhoe from RDO Equipment for a total amount of \$90,244.18.

ATTACHMENTS:

Proposals/Quotes



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
215 Enterprise
Hewitt TX, 76643

Phone: (254) 666-3900 - Fax: (254) 666-7466

Proposal for:
CITY OF HEWITT
200 PATRIOT CT
HEWITT, TX, 76643
MCLENNAN

Investment Proposal Date: 4/10/2019
Pricing Valid Until: 5/10/2019
Deal Number: 1183243
Customer Account#: 1200046
Sales Professional: Kyle Schill
Phone: (254) 666-3900
Fax: (254) 666-7466
Email: KSchill@rdoequipment.com

Comments

Quoted per Sourcewell Contract #032515-JDC

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2019 JOHN DEERE 410L	\$199,813.00
			Freight in DEL IN	\$2,202.00
			Freight Out DEL OUT	\$450.00
			Prep / Reconditioning PDI	\$1,178.90
			Customer Discount CUST DISCOUNT	(\$87,917.72)
			Warranty -John Deere Power Train & Hyd.-36 Months, 5000 Hours,Deductible: 0, Exp Date: 4/10/2022	\$1,518.00
Equipment Subtotal:				\$117,244.18

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
T0410JX156071	2007 JOHN DEERE 410J	\$0.00	3232	(\$27,000.00)
Total Trade in Value:				(\$27,000.00)
Trade Balance Owed:				\$0.00
Net Difference:				(\$27,000.00)

Purchase Order Totals

Balance:	\$90,244.18
Total Taxable Amount:	\$88,726.18
Tax Rate 3: (TXEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$90,244.18
Cash with Order:	\$0.00
Balance Due:	\$90,244.18

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2035 CAB 2401 DECAL ENG W/ENG PACKET 3095 AXLE MFWD W/LIM SLIP & AUTO 4891 TIRE FS21L-24,FS12.5/80-18 5285 CONTROL PILOT 5460 COUPLER HYDRAULIC 5600 LESS BH BUCKET W/PINS 6020 DIPPER EXTENDABLE 6230 HYD,AUX W/1&2WAY FLOW, THUMB 7025 LDR 1 LEVER, NO AUX 7655 LDR BUCKET 1.5CY LONG LIP 8485 COUNTERWEIGHT 1250LB. 8635 BATTERY SINGLE W/JUMP POST 9110 RIDE CONTROL 9116 ROOF W/LED LIGHTS 9120 HEAVY DUTY GRILL 9235 THUMB 42" LONG 9505 MFWD FULL GUARD 9515 FLUID SAMPLING PORTS 9905 STROBE & HARDWARE 9916 RADIO PREMIUM PACKAGE 9919 SUN VISOR 9965 SEAT AIR SUSPENSION CLOTH



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
215 Enterprise
Hewitt TX, 76643

Phone: (254) 666-3900 - Fax: (254) 666-7466

Proposal for:
CITY OF HEWITT
200 PATRIOT CT
HEWITT, TX, 76643
MCLENNAN

Investment Proposal Date: 4/10/2019
Pricing Valid Until: 5/10/2019
Deal Number: 1183243
Customer Account#: 1200046
Sales Professional: Kyle Schill
Phone: (254) 666-3900
Fax: (254) 666-7466
Email: KSchill@rdoequipment.com

Comments

BUYBOARD QUOTE CONTRACT #515-16

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2019 JOHN DEERE 410L	\$119,813.72

Warranty -John Deere Power Train & Hyd.-36 Months, 5000
Hours,Deductible: 0, Exp Date: 4/10/2022

Equipment Subtotal: \$119,813.72

Purchase Order Totals

Balance: \$119,813.72
Tax Rate 3: (TXEG 0%) \$0.00
Sales Tax Total: \$0.00
Sub Total: \$119,813.72
Cash with Order: \$0.00
Balance Due: \$119,813.72

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2035 CAB 2401 DECAL ENG W/ENG PACKET 3095 AXLE MFWD W/LIM SLIP & AUTO 4891 TIRE FS21L-24,FS12.5/80-18 5285 CONTROL PILOT 5460 COUPLER HYDRAULIC 5600 LESS BH BUCKET W/PINS 6020 DIPPER EXTENDABLE 6230 HYD,AUX W/1&2WAY FLOW, THUMB 7025 LDR 1 LEVER, NO AUX 7655 LDR BUCKET 1.5CY LONG LIP 8485 COUNTERWEIGHT 1250LB. 8635 BATTERY SINGLE W/JUMP POST 9110 RIDE CONTROL 9116 ROOF W/LED LIGHTS 9235 THUMB 42" LONG 9515 FLUID SAMPLING PORTS 9905 STROBE & HARDWARE 9916 RADIO PREMIUM PACKAGE 9919 SUN VISOR 9965 SEAT AIR,SUSPENSION CLOTH



COUNCIL AGENDA ITEM FORM

MEETING DATE: December 16, 2019

AGENDA ITEM #: 12

SUBMITTED BY: Lance Bracco, Fire Chief

ITEM DESCRIPTION:

Authorize preventive maintenance expense of \$7,791.63 and subsequent engine repair of \$17,951.22 for Engine-1 to Metro Fire Apparatus Specialist, Inc. for a total amount of \$25,742.85.

STAFF RECOMMENDATION/ITEM SUMMARY:

Fire apparatus are required to have a certain amount of preventive maintenance on an annual basis. Many times in the process of that preventive maintenance being performed, diagnostic issues and other needed repairs are detected. The two invoices that you see separate the preventive maintenance costs and the subsequent engine repair cost. The engine was out of service for over a month.

SUGGESTED MOTION:

I move to authorize the preventive maintenance expense and subsequent engine repair to Engine-1 to Metro Fire Apparatus Specialist, Inc. for a total amount of \$25,742.85.

ATTACHMENTS:

Invoices

METRO FIRE 03
 625 S WISTERIA ST
 SUITE 121
 MANSFIELD, TX 76063
 817-467-0911



Invoice: **INV-03-3567**

Date: **12/2/2019**

Bill To
 HEWITT FIRE DEPARTMENT
 P O BOX 610
 HEWITT, TX 76643
 P: 254-666-0460 F: 254-666-6099

Remit Payment To
 REMIT TO ADDRESS
 1745 PARANA
 HOUSTON, TX 77080

Service Order	Terms	Due Date	Authorizer	Customer PO	Unit #
SO-03-3428	Net 20	12/22/2019	ERIC WHITE	1629	212082-01

Item	Description	Quantity	Rate	Amount
Complaint: *PM-B				
Cause: SCHEDULED SERVICE				
Labor	Correction: Chassis / CHASSIS / PERFORM PM-B SERVICE - 10/14/2019	15.08000	\$138.00	\$2,081.04
Parts	AIR FILTER - SMC-0420-HH2	1.00000	\$112.32000	\$112.32
Parts	ELEMENT, CRANKCASE BREATHER - CSP-CV50628	1.00000	\$115.84000	\$115.84
Parts	BREATHER TUBE - CSP-5255739	1.00000	\$86.36000	\$86.36
Parts	FILTER, OIL - CSP-LF9009	1.00000	\$35.86000	\$35.86
Parts	FILTER, FUEL - CSP-FF5636	1.00000	\$17.73000	\$17.73
Parts	FILTER, FUEL WATER SEPERATOR - CSP-FS19596	1.00000	\$32.68000	\$32.68
Parts	FILTER, DEF - CSP-UF101	1.00000	\$76.29000	\$76.29
Parts	DESICCANT CARTRIDGE 1200 WABCO - MER-R950011	1.00000	\$84.24000	\$84.24
Parts	FILTER, POWER STEERING - CSP-3937557-S	1.00000	\$21.78000	\$21.78
Parts	GASKET, POWER STEERING COVER - CSP-Q59278	1.00000	\$2.80000	\$2.80
Parts	WASHER, SEALING FOR PWR STR COVER BOLT - CSP-Q66297	1.00000	\$4.74000	\$4.74
Parts	ROTELLA OIL - T15-40-1	7.00000	\$19.19000	\$134.33
Parts	KIT, OIL SAMPLE - CSP-CC2543	4.00000	\$22.20000	\$88.80
Parts	ATF FLUID GALLON - ORE-ORO-D-1	1.00000	\$29.25000	\$29.25
Parts	TRANSYND 1 GAL - ALL-27101-CTCS	2.00000	\$57.78000	\$115.56
Parts	LUCAS GREASE - LUC 10005	1.00000	\$7.02000	\$7.02
Parts	BRAKE CLEAN - ORE-72408	1.00000	\$4.46000	\$4.46
Parts	SILICONE SPRAY - JOH-4603	1.00000	\$8.28000	\$8.28
Parts	GEAR OIL 85/140 - VAL-829	1.00000	\$119.69000	\$119.69
Parts	WINDSHIELD WASHER FLUID - NAP-WWS-5061320	1.00000	\$6.78000	\$6.78
Sub Total				\$3,185.85

Item	Description	Quantity	Rate	Amount
Complaint: I-AUDIT				
Cause: I Audit inspection				
Labor	Correction: CHASSIS; DRIVETRAIN / CARRIER BEARING / Perform audit and some items that need to be fix - 10/14/2019	0.00000		\$0.00
Sub Total				\$0.00
Complaint: Emission related diagnostics				
Cause: Code; 3582 3543 2639 1866 3616 2387 0285 (Inspection)				
Labor	Correction: CHASSIS; ENGINE CONTROLS / SENSOR / Vehicle came in with a check engine light hooked the scan to the truck and noticed the Engine ECM needed an update. Performed update and the codes cleared automatically. Test drive the unit and no codes came back. Pulled the truck up on the scales and noticed it had no power and then the check engine light came back on. Need to troubleshoot to see what's causing fault code. CONNECTED CUMMINS INSITE AND FOUND 5716 ACTIVE DPF PRESSURE OUTLET ABNORMAL RATE OF CHANGE. WILL HAVE CUMMINS LOOK AT CODE WHEN UNIT IS AT CUMMINS. - 10/22/2019	2.00000	\$138.00	\$276.00
Sub Total				\$276.00
Complaint: CAN'T READ FRONT HUB OIL LEVEL				
Cause: OLD CAPS (Inspection)				
Labor	Correction: Chassis / CHASSIS / REPLACE FRONT HUB CAPS FILL WITH 85W 140 - 10/23/2019	1.50000	\$138.00	\$207.00
Parts	6-HOLE HUB CAP - NAP-TWD-343-4009	2.00000	\$22.74000	\$45.48
Parts	QT 85-140 GEAR OIL - VAL-825	2.00000	\$9.02000	\$18.04
Parts	BRAKE CLEAN - ORE-72408	1.00000	\$4.58000	\$4.58
Sub Total				\$275.10
Complaint: TANK LEVEL LIGHTS HAVE BURNT OUT LED				
Cause: BURN LEDS (Inspection)				
Labor	Correction: ELECTRICAL; LINE VOLTAGE / LIGHT; SCENE / REPLACED BOTH LEVEL LIGHTS - 10/22/2019	2.00000	\$138.00	\$276.00
Parts	WATER TANK STATUS LIGHT - LED - WHE-PSTANK	2.00000	\$198.70000	\$397.40
Parts	GREY TRIM FASTENER BUTTON COVE - SMC-1773-RR1-003	1.00000	\$0.43000	\$0.43
Sub Total				\$673.83
Complaint: DRIVER SEAT TORN				
Cause: TORN CUSHION (Inspection)				
Labor	Correction: CAB; SEAT / CUSHION / REMOVED AND REPLACED SEAT COVER ON UNIT. VERIFIED OPERATION OF SEAT OCCUPATION SYSTEM. - 11/21/2019	1.06000	\$138.00	\$146.28
Parts	DRIVER SEAT CUSHION - HOB-8016-7802C	1.00000	\$69.49000	\$69.49

Item	Description	Quantity	Rate	Amount
Parts	Non-Inventory (Freight) - EST-FREIGHT	1.00000	\$21.78000	\$21.78
			Sub Total	\$237.55

Complaint: LED WARNING LIGHT PARTIALLY BURNT OUT

Cause: HALF OF THE LIGHT TURNS ON (Inspection)

Labor	Correction: ELECTRICAL; LOW VOLTAGE LIGHTING / WARNING / REPLACE RIGHT REAR LED WARNING LIGHT AT RIGHT REAR WHEEL - 10/22/2019	0.32000	\$138.00	\$44.16
Parts	ION RED WITH CHROME BEZEL - WHE-WIONSMCR	1.00000	\$156.41000	\$156.41
			Sub Total	\$200.57

Complaint: CAB CLEARANCE LIGHT BURNT OUT

Cause: BURNT OUT (Inspection)

Labor	Correction: ELECTRICAL; LOW VOLTAGE LIGHTING / DOT / REPLACE LIGHT ASSY - 10/22/2019	0.19000	\$138.00	\$26.22
Parts	SURFACE MOUNT AMBER LED MARKER LIGHT - ACE-INN200-1100-1	1.00000	\$7.06000	\$7.06
			Sub Total	\$33.28

Complaint: CAB LATCH LOCKS NEED ADJUSTMENT

Cause: NOT ALIGNED WITH LOCKS ON CAB (Inspection)

Labor	Correction: BODY / LATCH / ADJUSTED CAB LATCHES - 10/22/2019	0.67000	\$138.00	\$92.46
			Sub Total	\$92.46

Complaint: PUMP PANEL GAUGES LOW ON OIL - LEFT REAR DISCHARGE & DISCHARGE 2

Cause: Missing glycerin oil low (Inspection)

Labor	Correction: FIRE PUMP & EQUIPMENT / FIRE PUMP & EQUIPMENT / REPLACE GUAGES - 10/22/2019	1.00000	\$138.00	\$138.00
Parts	2.5" NO SHOK GAUGE 0-400PSI WH - INN-3010108-20100	2.00000	\$93.63000	\$187.26
			Sub Total	\$325.26

Complaint: TIE RODS HAVE TORN BOOTS

Cause: TORN BOOT ON TIE RODS (Inspection)

Labor	Correction: CHASSIS; SUSPENSION FRONT / LINKAGE / REPLACE TIE ROD ENDS - 11/21/2019	2.00000	\$138.00	\$276.00
Parts	TIE ROD END, RIGHT HAND - MER-R230104	1.00000	\$246.72000	\$246.72
Parts	TIE ROD END , LEFT HAND - MER-R230105	1.00000	\$239.60000	\$239.60
Parts	ORANGE TAMPER PROOF MARKER - GRA-4TKH1	1.00000	\$7.61000	\$7.61
			Sub Total	\$769.93

Complaint: L1 LIGHT STRIP NOT TURNING ON

Cause: Burnt light strip (Inspection)

Item	Description	Quantity	Rate	Amount
Complaint: QC UNIT				
Cause: REPAIRS WERE MADE TO UNIT (Inspection)				
Labor	Correction: Chassis / CHASSIS / QC UNIT TO VERIFY REPAIRS MADE - 11/21/2019	0.00000		\$0.00
Sub Total				\$0.00

Drive to unit

Labor	DELIVER UNIT TO CUMMINS FOR REPAIR P O BOX 610, HEWITT, TX	0.00000		\$0.00
Sub Total				\$0.00

Unit: 212082-01 (E-1) **VIN:** 4S7CT2D97DC076214

2013 SPARTAN METRO STAR LFD

Chassis: 31,193 Miles

			Labor	\$4,720.98
			Parts	\$2,820.65
			Shop Supplies	\$250.00
			Pre Tax Total	\$7,791.63
			EXEMPT (0.0000% of \$0.00)	\$0.00
			Total	\$7,791.63
			Payments & Credits	\$0.00
			Balance Due	\$7,791.63

METRO FIRE 03
 625 S WISTERIA ST
 SUITE 121
 MANSFIELD, TX 76063
 817-467-0911



Invoice: **INV-03-3568**

Date: **12/2/2019**

Bill To
 HEWITT FIRE DEPARTMENT
 P O BOX 610
 HEWITT, TX 76643
 P: 254-666-0460 F: 254-666-6099

Remit Payment To
 REMIT TO ADDRESS
 1745 PARANA
 HOUSTON, TX 77080

Service Order	Terms	Due Date	Authorizer	Customer PO	Unit #
SO-03-3933	Net 20	12/22/2019	ERIC WHITE		212082-01

Item	Description	Quantity	Rate	Amount
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Complaint: *ENGINE HEAD GASKET LEAKING (ISD:03/25/13)

Cause: LEAKING OIL (Inspection)

Labor	Correction:	0.00000		\$0.00
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Chassis / CHASSIS / HEAD GASKET, CHECK ENGINE LIGHT, ABS, ATC, TURBO LINE LEAK & TURBO GASKET, THERMOSTAT - & CHECK FOR A DEF ISSUE CHECK & ADVISE HEAD GASKET, CHECK ENGINE LIGHT, ABS, ATC, TURBO LINE LEAK & TURBO GASKET, THERMOSTAT - & CHECK FOR A DEF ISSUE CHECK & ADVISE ISC AND ISL CM2250 365HP AND HIGHER EMISSION RECALL CAMPAIGN DSBVF9375 CAMPAIGN/ATC/TRP DETAILS: CAMPAIGN 2112 FOR THE SCR, OLD SCR PART NUMBER IS 2871603 NEW SCR PART NUMBER IS 5505924 ROOT CAUSE OF FAILURE(S): EGR COOLER AND INTAKE ARE PLUGGED CAUSING FAULT CODE 1866, EGR DIFF PORT PLUGGED WITH SOOT. OIL LEAKS AT THE CYLINDER HEAD GASKET, OIL PAN, AND THE TURBO DRAIN GASKET PROGRESSIVE DAMAGE: DPF AND DOC NEED TO BE REMOVED AND INSPECTED AND CLEANED ACCESS ISSUES: A/C COMPRESSOR, EVACUATE AND RECHARGE THE A/C SYSTEM, EXHAUST PIPING ADDITIONAL COMMENTS: WE ARE RECOMMENDING REPLACING BOTH NOX SENSORS WITH THE UPDATED SCR, WILL NEED TO RUN UNIT ON THE DYNO AFTER RECOMMENDED REPAIRS COMPLETE ENGINE. LOCATION N/A. REPLACE: - SCR CATALYST - HEAD GASKET - INLET AND OUTLET NOX SENSORS - DPF - CLEAN DOC - EGR VALVE - EGR COOLER - 11/22/2019

Labor	cummins sublet	1.00000	\$17,951.22000	\$17,951.22
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Sub Total \$17,951.22

Complaint: OIL LEAK AT TURBO DRAIN HOSE

Cause: TURBO DRAIN HOSE LEAKING (Inspection)

Labor	Correction:	0.00000		\$0.00
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Chassis / CHASSIS / WILL GET REPAIRED WHEN UNIT GETS TO CUMMINS - 10/22/2019

Sub Total \$0.00

Unit: 212082-01 (E-1) **VIN:** 4S7CT2D97DC076214
2013 SPARTAN METRO STAR LFD
Chassis: 31,193 Miles

Labor \$17,951.22

Pre Tax Total \$17,951.22

EXEMPT (0.0000% of \$0.00) \$0.00

Total \$17,951.22

Payments & Credits \$0.00

Balance Due \$17,951.22

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 16, 2019

AGENDA ITEM #: 13

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2020 Household Hazardous Waste event and allocate funding in an amount not to exceed \$10,000 for the cost of participation.

STAFF RECOMMENDATION/ITEM SUMMARY:

Every year, the City of Hewitt participates in Waco's annual Household Hazardous Waste event. Approval of this item would authorize the City Manager to execute an interlocal agreement with Waco allowing for Hewitt residents to participate in this year's event. The interlocal agreement was consider and approved by the Waco City Council on November 5, 2019.

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

The event is scheduled to take place on Saturday, May 2, 2020.

SUGGESTED MOTION:

I move approval of this item to authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2020 Household Hazardous Waste event and allocate funding in an amount not to exceed \$10,000 for the cost of participation.

ATTACHMENTS:

Interlocal agreement

STATE OF TEXAS

§
§
§

COUNTY OF McLENNAN

**2020 INTERLOCAL AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION**

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

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

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

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

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

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

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

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

2. PURPOSE

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

3. DUTIES OF WACO

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

- A. Designate one of its employees to serve on the Event planning committee;
- B. Recruit its citizens to volunteer as workers at the Event;
- C. Coordinate Event advertising targeted to its own citizens as well as some advertising designed to alert citizens within all of the Participating Cities;
- D. Administer and supervise an Event on **SATURDAY, MAY 2, 2020** in the parking lot of the City of Waco Solid Waste Operations Center at 501 Schroeder Drive;
- E. Chair a planning committee comprised of Participating Cities;
- F. Provide a centrally located collection site within Waco for the Event;
- G. Employ personnel, perform administrative activities, and provide administrative services necessary to perform this Agreement;
- H. Cause the Event to be advertised in the local media;
- I. Enter into a contract with a household hazardous waste disposal firm ("contractor") for the handling, collection, transportation, storage, disposal,

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

1. to assume generator status for the waste collected at the Event, excluding materials recycled pursuant to subsection J. below;
 2. to use the storage, recycling, treatment and disposal sites set forth in the contract in performing its services under the contract. All storage, treatment, recycling and disposal sites used by the contractor shall be licensed by the EPA and/or TCEQ as required by law;
 3. to indemnify all Participating Cities; and,
 4. to name all Participating Cities as additional insureds;
- J. Arrange for recycling vendors for used oil, used oil filters, automobile batteries, household batteries, LED and fluorescent bulbs, automobile tires, and anti-freeze for Participating Cities;
- K. Attempt to reduce the overall expenditures of the event by implementing cost saving measures that may include bulking oil-based paint and arranging for local reuse of usable latex paint;
- L. During the term of this Agreement is in force, Waco shall provide appropriate documentation that funding has been committed and will be available to pay disposal, set up, and transportation costs as required by the contract with the contractor;
- M. This Agreement is conditioned upon Waco funding the expenditures set forth herein in Waco's budget.

4. DUTIES OF CITIES OTHER THAN WACO

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

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

Such advertising shall include the type of wastes that will be accepted at the HHW Day, the requirement of proof of residency, and date, location and hours of operation.

5. RIGHT OF REFUSAL OF WASTE

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

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

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

6. COMPENSATION

- A. Waco shall provide the Participating Cities with detailed statements of all expenses incurred for the Event. The sum due Waco under this paragraph shall be an amount calculated on a per household cost basis. With the execution of this Agreement, each city shall provide Waco with a letter stating its level of participation in dollars. Those letters shall be attached to the executed agreement as Exhibits A through C and shall be incorporated herein as though set out in their entirety. Reimbursement of such expenses shall be paid to Waco no later than thirty (30) calendar days following receipt of said expenses by the Participating Cities.
- B. The above sum is based upon an estimated eight hundred (800) total households from the Participating Cities taking part in the Event, provided, if, after the conclusion of the Event, there remains unexpended, committed Event funds as set out above from Participating Cities, the sum agreed to be paid above shall be reduced on a pro rata basis, provided the actual cost for the number of households from the Participating Cities did not exceed the sum agreed to be paid above.
- C. The cost accounting provided by Waco shall include figures for the total number of households participating in the Event, the number of households from each participating city, the total waste collected at the Event, and the amount of grant funds expended for the Event.
- D. Within thirty (30) calendar days of receipt of the final invoice from the contractor, Waco shall separately account for all expenses on an itemized basis

and shall provide a final accounting of the pro rata share of expenses of all Participating Cities.

7. WAIVER OF CLAIMS

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

8. IMMUNITY

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

9. FORCE MAJEURE

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

10. TERMINATION

The Participating Cities shall each have the individual right to terminate this Agreement upon thirty (30) calendar days written notice to the other Participating Cities, but such termination shall apply only to that Participating City giving such written notice.

11. NOTICE

Any notice given under this Agreement shall be delivered to those listed in Exhibit D incorporated by reference herein for all intents and purposes.

12. ENTIRETY

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

13. SEVERABILITY

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

14. VENUE

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

15. AUTHORITY

This Agreement is made by the Participating Cities as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

16. AUTHORIZATION

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

EXECUTED in multiple counterparts, each intended as an original.

[Remainder of page intentionally left blank]

CITY OF WACO, TEXAS

By: _____
Wiley Stem III, City Manager

ATTEST:

Esmeralda Hudson, City Secretary

Date Signed: _____

APPROVED AS TO FORM & LEGALITY

Jennifer Richie, City Attorney

[Remainder of page intentionally left blank]

CITY OF WOODWAY

By: _____
Dr. Shawn Oubre, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF HEWITT

By: _____
Bo Thomas, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF LACY-LAKEVIEW

By: _____
Keith Bond, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

Exhibit A

Letter from Woodway stating its level of participation in dollars



City of **WOODWAY**

www.woodway-texas.com

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

Charles A "Chuck" Dowdell
Director of Special Projects
PO Box 2570
Waco, TX 76702-2570

RE: 2020 Household Hazardous Waste (HHW) Event

Dear Mr. Dowdell:

The City of Waco will be hosting an HHW Event, tentatively set for April 1, 2020. The event will be held at the following location:

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

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

Woodway agrees to pay the cost for Woodway residents up to \$ 13,000. Given the estimate of cost per participating household of \$75, this funding will provide for approximately 173 households to participate. Woodway also agrees to have representatives present at the HHW Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the Woodway's funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact Tracy Becker at 254-772-4480 or via email tbecker@woodwaymail.org.

Sincerely,

Shawn Oubre
City Manager

Exhibit B

Letter from Hewitt stating its level of participation in dollars

HEWITT TEXAS

September 26, 2019

Charles A "Chuck" Dowdell
Director of Special Projects
PO Box 2570
Waco, TX 76702-2570

RE: 2020 Household Hazardous Waste (HHW) Event

Dear Mr. Dowdell:

The City of Waco will be hosting an HHW Event, tentatively set for April 1, 2020. The event will be held at the following location:

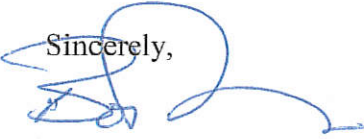
Waco Solid Waste Services Main Office
501 Schroeder Rd
Waco, TX 76710

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

Hewitt agrees to pay the cost for Hewitt residents up to \$10,000. Given the estimate of cost per participating household of \$75, this funding will provide for approximately 133 households to participate. Hewitt also agrees to have representatives present at the HHW Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the Hewitt's funding limit is reached.

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

Sincerely,



Bo Thomas
City Manager

Exhibit C

Letter from Lacy Lakeview stating its level of participation in dollars

Charles A "Chuck" Dowdell
Director of Special Projects
PO Box 2570
Waco, TX 76702-2570

RE: 2020 Household Hazardous Waste (HHW) Event

Dear Mr. Dowdell:

The City of Waco will be hosting an HHW Event, tentatively set for April 1, 2020. The event will be held at the following location:

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

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

Lacy Lakeview agrees to pay the cost for Lakeview residents up to \$3750.00. Given the estimate of cost per participating household of \$75, this funding will provide for approximately **50** households to participate. Lacy Lakeview also agrees to have representatives present at the HHW Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the Lacy Lakeview city's funding limit is reached.

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

Sincerely,

A handwritten signature in black ink, appearing to be a stylized 'C' followed by a horizontal line.

EXHIBIT D

Waco:

P. O. Box 2570

Waco, Texas 76702-2570

750-5640, fax 750-5880

WileyS@wacotx.gov

Wiley Stem III, City Manager

Woodway:

922 Estates Drive

Woodway, Texas 76712

772-4480, fax 772-0695

soubre@woodwaymail.org

Shawn Oubre, City Manager

Hewitt:

200 Patriot Court

Hewitt, Texas 76643

666-6171, fax 666-6014

bthomas@cityofhewitt.com

Bo Thomas, City Manager

Lacy Lakeview:

P.O. Box 154549

Waco, Texas 76715-4549

799-2458, fax 799-6265

keith.bond@lacylakeview.org

Keith Bond, City Manager