

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

April 20, 2020
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 **20th day of April, 2020, 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 accordance with social distancing guidelines, the City Council meeting will not be open to the public. Some council members may attend, while others may call in to participate. The meeting will be streamed live on the city's website at <https://www.cityofhewitt.com/790/Hewitt-TX-TV>.

There will be an opportunity for the public to submit written comments on items listed on the agenda or under the hear visitors. Complete a [public comment form](#) online and submit via email to the [City Secretary](#). Comments must be received no later than **noon** on the date of the meeting.

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. 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.*
4. Consider approval of minutes of the City Council Workshop/Regular Meeting of March 16, 2020, and Special Called Meeting of March 23, 2020.
5. Consider reappointments to the Board of Adjustment.
6. Presentation of report from City Engineer Miles Whitney, P.E.
 - Update on pending utility projects
 - Update on pending street projects
 - Update on pending drainage projects
7. Consider award of bid for 2019 – FM 2113 Utility Relocation to Bell Contractors, Inc. in the amount of \$1,864,198.86.
8. Authorize the emergency purchase of well pump and motor replacement at Plant 5 to Jurgensen Pump, LLC in the amount not to exceed \$80,000.
9. Briefing and discussion concerning Financial Statements ending March 31, 2020.
10. Consideration and action on approval of Quarterly Investment Report for the quarter ending March 31, 2020.
11. Consideration and action on the extension of Jaynes, Reitmeier, Boyd & Therrell as the city's auditors for the audit years ending in 2020 and 2021.
12. Consideration and action on **Ordinance No. 2020-06** amending by replacing, updating, and clarifying Article III "Hotel Occupancy Taxes" of Chapter 70 "Taxation" of the Code of Ordinances of the City of Hewitt, Texas with a new Article III entitled "Hotel Occupancy Taxes" which address, amends, and updates the regulations imposing Hotel Occupancy Taxes and addresses short-term rental.

13. Consideration and review of proposed propositions and possible appointment of a Charter Review Committee.
14. Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto:
 - Consideration and action on **Ordinance No. 2020-07** amending Ordinance No. 2020-05 addressing employee absences resulting from COVID-19; providing for sick leave for absences resulting from COVID-19 – related matters, and providing authority to City Manager to take proactive measures and to grant paid administrative leave.
 - Authorize an Interlocal Cooperation Agreement between the Cities of Waco, Robinson, Hewitt, Woodway, Lorena, Lacy Lakeview, Bellmead, and other cities for the purpose of providing mutual aid where requested through their law enforcement agencies.
 - Amended and restated Order of the County Judge and Commissioner's Court of McLennan County, Texas directing all individuals living in the County to shelter at their place of residence.
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 April 15, 2020.

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 #3 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

Due to social distancing guidelines, the upcoming City Council Meeting on Monday, April 20, 2020, at 7PM will be held online at <https://www.cityofhewitt.com/790/Hewitt-TX-TV>.

In order to address the Council on any item including this hearing of visitors, you must complete and submit the [Public Comment Form](#) via email to the [City Secretary](#) or in person at Hewitt City Hall, 200 Patriot Court by **NOON** on the day of the meeting. Your comments will be read during the meeting at that time.

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.



COUNCIL AGENDA ITEM FORM

MEETING DATE: March 16, 2020

AGENDA ITEM #: 4

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Workshop/Regular Meeting of March 16, 2020, and the Special Called Meeting of March 23, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

FISCAL IMPACT:

Amount Budgeted – N/A
Line Item in Budget – N/A

SUGGESTED MOTION:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

**MINUTES OF A CITY COUNCIL
WORKSHOP/REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
March 16, 2020 – 6:00/7:00 PM**

Attendee Name	Title	Absent	Present	Arrived
Charles D. Turner (presiding)	Mayor, Ward 1	☐	☒	
Wilbert “Walky” Wachtendorf	Mayor Pro Tem, Ward 1	☐	☒	
Bill Fuller	Council Member, Ward 2	☐	☒	
Vacancy	Council Member, Ward 2	☐	☐	
Michael S. Bancale	Council Member, At-Large	☐	☒	
Steve Fortenberry	Council Member, Ward 3	☐	☒	
Erica Bruce	Council Member, Ward 3	☐	☒	

Staff present:

City Manager Bo Thomas
City Engineer Miles Whitney
City Secretary Lydia Lopez
Community Development Director Tracy Lankford
Finance Director Lee Garcia
Fire Chief Lance Bracco
General Service Director Scott Coleman
Human Resource Generalist Jessica Higgins
Library Director Waynette Ditto
Police Chief Jim Devlin
Assistant Police Chief Tuck Saunders
Utilities Director Kevin Reinke

WORKSHOP MEETING – 6:00 PM

- 1. CALL MEETING TO ORDER.** Mayor Charlie Turner called the meeting to order at 6:00 PM. City Secretary Lydia Lopez polled the Council for attendance.
ALL PRESENT: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, Turner
- 2. PRESENTATION AND DISCUSSION CONCERNING FY 2018-2019 AUDIT REPORT BY DIANA L. WARD, CPA SHAREHOLDER, JAYNES, REITMEIER, BOYD & THERRELL, P.C.** City Manager Bo Thomas introduced Ms. Ward who presented the Comprehensive Annual Financial Report for Fiscal Year 2018-2019. She stated that no material weaknesses were identified. **For acceptance of audit report, see Regular Meeting agenda item #7 below.**

3. **BRIEFING AND DISCUSSION REGARDING CITY CHARTER.** City Manager Bo Thomas stated that City Attorney Mike Dixon would present the latest version of propositions with reasoning behind the proposed propositions. The intent was to use this as a working document for future purposes of educating the public or for use by a Charter Review Committee if the Council chose to appoint a committee. General discussion was held regarding citizen input through public hearings, purchasing procedures, and appointing a Charter Commission. Mr. Dixon suggested that each Council member appoint a citizen to serve on the Committee to review the proposed propositions. As soon as appointments were approved, the committee could begin their work.
4. **Adjourn.**
MOTION: Council Member Bill Fuller moved to adjourn the workshop meeting at 6:57 PM.
SECOND: Mayor Pro Tem Wilbert “Walky” Wachtendorf
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.

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.
ALL PRESENT: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, Turner
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG.** Mayor Charlie Turner led the Pledge of Allegiance.
3. **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. Betty Orton, 912 Steamboat Circle, appeared to request the Council provide information on the proposed propositions regarding amendments to the City Charter and that public hearings be held to allow for public comment.
4. **BRIEFING AND DISCUSSION CONCERNING UPCOMING EVENTS:** (Presented by City Manager Bo Thomas)
 - March 12-20, 2020 – 2020 Census initial invitations to respond will be mailed out
 - ~~March 21, 2020 – Hop into the Hewitt Public Library Spring Event – March 21, 2020~~ (Mr. Thomas announced that this event had been canceled.)

5. **CONSIDER APPROVAL OF MINUTES OF THE COUNCIL WORKSHOP AND REGULAR MEETING OF MARCH 2, 2020.** Mayor Pro Tem Wilbert “Walky” Wachtendorf noted a correction on the minutes that the Work Session began at 6:00 PM versus 6:30 PM.
MOTION: Mayor Pro Tem Wilbert “Walky” Wachtendorf moved approval of the minutes as presented with the noted correction.
SECOND: Council Member Bill Fuller
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
6. **PUBLIC HEARING AND ACTION ON RESOLUTION NO. 2020-02 APPROVING A REQUEST FOR A SPECIAL PERMIT TO BE LOCATED AT 400 BARBARA JEAN, HEWITT, MCLENNAN COUNTY, TEXAS, FOR THE INSTALLATION OF A 120- FOOT TALL CELLULAR TOWER.** City Manager Bo Thomas presented. Mayor Charlie Turner explained the format for the public hearing. Mayor Turner called for those speaking in favor. Brandt Dozier, 3819 Northcrest Drive, Montgomery, Texas with Jacobs Engineering C/O AT&T, Engineer for the project, appeared in support. Mayor Turner called for those speaking against. No one appeared. Public hearing was closed. General discussion was held concerning whether the telecommunication tower would interfere with the emergency response system and timeline for construction of the tower.
MOTION: Council Member Steve Fortenberry moved approval of Resolution No. 2020-02 approving a request for a special permit to construct a 120-foot telecommunication tower at 400 Barbara Jean.
SECOND: Council Member Michael Bancale
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
7. **MOTION TO ACCEPT THE FISCAL YEAR 2018-2019 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR).** City Manager Bo Thomas presented.
MOTION: Mayor Pro Tem Wilbert “Walky” Wachtendorf moved to accept the Fiscal Year 2018-2019 Comprehensive Annual Financial Report as presented.
SECOND: Council Member Michael Bancale
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
8. **BRIEFING AND DISCUSSION CONCERNING FINANCIAL STATEMENTS ENDING FEBRUARY 29, 2020.** City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the February Financial Statements and asked if Council had any questions. No questions were asked.

9. **AUTHORIZE THE EMERGENCY PURCHASE OF TWO SUBMERSIBLE PUMPS TO JURGENSEN PUMP, LLC IN THE AMOUNT OF \$11,239.** City Manager Bo Thomas presented.
MOTION: Council Member Michael Bancale moved to authorize the city manager to purchase two new pumps and electrical equipment from Jurgensen Pump, LLC, in an amount of \$11,239.
SECOND: Council Member Bill Fuller
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
10. **AUTHORIZE THE PURCHASE OF VIDEO PRODUCTION EQUIPMENT INCLUDING LABOR SO THAT PUBLIC MEETINGS IN THE CITY COUNCIL CHAMBERS MAY BE VIDEO AND WEB STREAMED. THIS INCLUDES AN UPGRADE TO THE CITY'S INDOOR AND OUTDOOR WIRELESS NETWORK.** City Manager Bo Thomas stated that the purchase of this equipment would allow the City to video and web stream City Council meetings and other programming by use of Public, Education, and Government (PEG) Funds.
MOTION: Council Member Steve Fortenberry moved to authorize the purchase and use of PEG Funds in an amount of \$3,731 to Extraco Technology and \$11,317.30 to KHT Electronics in an amount of \$15,048.30.
SECOND: Council Member Bill Fuller
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
11. **CONSIDERATION AND ACTION ON APPOINTMENT AND/OR REAPPOINTMENT OF MEMBER(S) TO THE MCLENNAN COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT.** City Manager Bo Thomas summarized the request received from McLennan County 9-1-1 Emergency Assistance District Executive Director Jesse A. Harrison calling for the city to place their nominations for the 9-1-1 Board. He recommended that the Council nominate Police Chief Jim Devlin in place of Dr. John Knue, who was not seeking reappointment.
MOTION: Council Member Michael Bancale moved to re-nominate the position held by Bret Crook for seat one and to submit the nomination of James Devlin for seat two.
SECOND: Mayor Pro Tem Wilbert "Walky" Wachtendorf
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.

12. CONSIDERATION AND ACTION APPROVING RESOLUTION NO. 2020-03 AUTHORIZING THE CITY MANAGER TO ENTER INTO A 380 AGREEMENT FOR ECONOMIC DEVELOPMENT WITH ATWOOD RANCH AND HOME.

City Manager Bo Thomas presented a summary of the proposed 380 agreement with Atwood Ranch and Home.

MOTION: Council Member Michael Bancale moved to approve **Resolution No. 2020-03** authorizing the City Manager to enter into a 380 agreement with Atwood Ranch and Home.

SECOND: Mayor Pro Tem Wilbert “Walky” Wachtendorf

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

NAYES: None

ABSENT: None

MOTION PASSED.

13. EXECUTIVE SESSION: The Council will convene into Executive Session in accordance with the following provisions: A closed meeting will be held pursuant to Section 551.087 of the Government Code (V.T.C.A.) so that the Council may deliberate regarding Economic Development negotiations **(if needed). NOT HELD**

14. CONSIDERATION AND POSSIBLE ACTION REGARDING THE SUBJECT MATTER SET FORTH IN THE EXECUTIVE SESSION (IF NEEDED). NO ACTION TAKEN

15. ADJOURN.

MOTION: Council Member Bill Fuller moved to adjourn the meeting at 7:34 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

**MINUTES OF A CITY COUNCIL
SPECIAL CALLED MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
March 23, 2020 – 12:00 PM**

Attendee Name	Title	Absent	Present	Arrived
Charles D. Turner (presiding)	Mayor, Ward 1	☐	☒	
Wilbert “Walky” Wachtendorf	Mayor Pro Tem, Ward 1	☐	☒	
Bill Fuller	Council Member, Ward 2	☐	☒	12:01 PM
Vacancy	Council Member, Ward 2	☐	☐	
Michael S. Bancale	Council Member, At-Large	☐	☒	
Steve Fortenberry	Council Member, Ward 3	☐	☒	
Erica Bruce	Council Member, Ward 3	☐	☒	

Staff present:

City Manager Bo Thomas
City Secretary Lydia Lopez
Fire Chief Lance Bracco
Library Director Waynette Ditto
Police Chief Jim Devlin

- 1. CALL MEETING TO ORDER.** Mayor Charlie Turner called the meeting to order at 12:00 PM. City Secretary Lydia Lopez polled the Council for attendance.
ALL PRESENT: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, Turner
- 2. ADOPT AND EXTEND AN ORDER AND DISASTER DECLARATION ISSUED BY MAYOR.** City Manager Bo Thomas explained the option of extending the Mayor’s Order and Disaster Declaration dated March 18, 2020. He further advised that the McLennan County Commissioner’s Court approved a more restrictive order effective at 11:59 pm ordering a shelter-in-place which would take precedence over any order in place by the Council. Mr. Thomas advised that Department Directors have been asked to evaluate their operations to keep essential functions operational. Then also consider non-essential employees and bring back recommendations. This item was further discussed under item #4. Mr. Thomas advised that his recommendation would be to follow the County’s Emergency Order.
MOTION: Council Member Michael Bancale moved to take no action on this item.
SECOND: Council Member Steve Fortenberry
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.

3. **CONSIDER AND ACT ON POSSIBLE POSTPONEMENT OF MAY 2, 2020 GENERAL & SPECIAL ELECTION.** City Manager Bo Thomas presented. Mayor Charlie Turner suggested that in light of the situation, the May 2, 2020 election should be postponed.

MOTION: Council Member Michael Bancale moved to approve ordinance postponing May 2, 2020 General & Special Election until November 3, 2020.

SECOND: Council Member Steve Fortenberry

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

NAYES: None

ABSENT: None

MOTION PASSED

4. **OTHER MATTERS, PRECAUTIONS, MODIFIED SCHEDULES, CLOSURES OR SIMILAR MATTERS RELATED TO THE COVID-19 EMERGENCY SITUATION.** Council Member Michael Bancale inquired if the city was cutting off water services. Mr. Thomas responded that the city is trying to provide some flexibility in light of the situation. He further explained and notified Council that staff had determined it best to close all city parks because of the shelter in place order. Mayor and Council expressed support of this decision.

MOTION: Council Member Michael Bancale moved to approve ordinance (Caption was read by City Manager. "Ordinance of the City Council of Hewitt, Texas addressing employee absences resulting from COVID-19; providing for sick leave for absences resulting from COVID-19 related matters, and providing authority to city manager to take proactive measures and to grant paid administrative leave where closures or staggered work-days are initiated as a proactive measure or work time is missed as the result of a proactive measure related to COVID-19.

SECOND: Council Member Bill Fuller

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

NAYES: None

ABSENT: None

MOTION PASSED

5. **Adjourn.**

MOTION: Council Member Bill Fuller moved to adjourn the workshop meeting at 12:31 PM.

SECOND: Council Member Michael Bancale.

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

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 6

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider reappointments to the Board of Adjustment.

STAFF RECOMMENDATION/ITEM SUMMARY:

Board of Adjustment members Jim Winton, Bradley Turner, and Scott Hedges, Alternate, have terms that will expire April 2020. All have agreed to serve another two-year term.

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

FISCAL IMPACT:

Amount Budgeted – NA

Line Item in Budget – NA

SUGGESTED MOTION:

I move to authorize the reappointment of Jim Winton, Bradley Turner, and Scott Hedges, Alternate to the Board of Adjustment for a two-year term ending in April 2022.

ATTACHMENTS:

Council, Boards, Commissions and Committee list

CITY OF HEWITT: COUNCIL, BOARDS, COMMITTEES, 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

<u>City Council</u> <u>2 Yr Term - May</u>	<u>Board of Adjustment</u> <u>2 Yr Term - April</u>	<u>Planning & Zoning</u> <u>Commission</u> <u>3 Yr Term - June</u>	<u>Parks & Beautification</u> <u>Committee</u> <u>2 Yr Term - December</u>	<u>Library Board of</u> <u>Directors</u> <u>2 Yr Term - December</u>
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	(12-2021) Tom Hernandez 1321 Darbyton Drive (563) 271-8536	(12-2021) Betty J. Smith 709 Seminole Trail 666-7931
Bill Fuller Ward 2 (05-2020) 218 Chelsea/PO Box 568 709-3998	(04-2021) Douglas Bergen 264 Earle Road 666-0855	(06-2022) Walter H. Peterson 500 Moss Hill Road 757-5128	(12-2021) Casey Lowrey 700 Wind Hill Drive 424-1266	(12-2020) Karen Copeland 616 Crestwood Drive 717-4906
VACANCY Ward 2 (05-2021)	(04-2021) Charles Howard 155 Ellis Farm Road 732-4746	(06-2020) Jonathan Denton Dulus 332 Bowie Ln. 855-4013	(12-2021) 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	(04-2021) 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) VACANCY	(12-2021) Ronald G. Smith 305 Cedarwood Lane 666-7460
Michael S. Bancale 909 Stoneridge Drive 709-3522 At Large (05-2021)	Alternate (04-2021) Royce W. Smith 1128 Regina 652-3099	(06-2020) John J. Baker 317 Bonham Drive 235-0464	(12-2020) Jamie McKinney 411 Karen Street (713) 824-4003	Vice President (12-2021) Sally Goldman 132 Texas 666-2436

Updated: 03/03/2020



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 6

SUBMITTED BY: Miles Whitney, P.E.

ITEM DESCRIPTION:

Presentation of report from City Engineer

- Update on pending utility projects
- Update on pending street projects
- Update on pending drainage projects

STAFF RECOMMENDATION/ITEM SUMMARY:

The City Engineer will present and respond to any questions regarding the Engineer's Report.

FISCAL IMPACT:

Amount Budgeted – N/A
Line Item in Budget – N/A

SUGGESTED MOTION:

No Action Required

ATTACHMENTS:

Report

HEWITT TEXAS

CITY ENGINEER'S REPORT

April 13, 2020

Utility Projects

FM 2113; Spring Valley Rd.

Bids were opened on April 7th and the project should be on the Council's agenda for their consideration of award. The bid tabulation and my letter of recommendation of award should be included within the Council's packet.

Street/Transportation Projects

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

Contactor is finishing up some time sensitive items on Waco's portion of the project. They will then be working on some added repairs in the coming weeks to the Hewitt/County portion of the project.

E. Warren Street Improvements

Survey work has been received, working on differing options for the portion on the east side of 1st St.

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

Preliminary cost estimates have been prepared and topography is to be taken shortly.

FM 1695 Sidewalk Project (Panther Way, and Hewitt Dr. Area)

Awaiting 100% plans from TxDOT. Construction slated to begin this summer.

Drainage Projects

208/212 Cross Country Drainage Improvements

The easement has been submitted to property owner for their consideration, once signed and files we can begin to advertise this project for bidding. No word back yet from the property owner.

HEWITT TEXAS II

CITY ENGINEER'S REPORT

April 13, 2020

By:



Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 7

SUBMITTED BY: Miles Whitney, P.E.

ITEM DESCRIPTION:

Consider award of bid for 2019 – FM 2113 Utility Relocation to Bell Contractors, Inc. in the amount of \$1,864,198.86.

STAFF RECOMMENDATION/ITEM SUMMARY:

After bid solicitation, four bids were received and opened on April 7, 2020. Bell Contractors, Inc. provided the lowest bid in the amount of \$1,864,198.86. City staff recommends award of this project as recommended by City Engineer.

FISCAL IMPACT:

Amount Budgeted – \$2,527,853.00

Line Item in Budget – 25-50845-96-23

SUGGESTED MOTION:

I move approval of the award of bid for 2019- FM 2113 Utility Relocation to Bell Contractors, Inc. in the amount of \$1,864,198.86.

ATTACHMENTS:

Letter from City Engineer
Bid Tabulation

APRIL 13, 2020

CITY COUNCIL

CITY OF HEWITT, TEXAS

VIA: E-MAIL

RE: 2019 - FM 2113 UTILITY RELOCATION

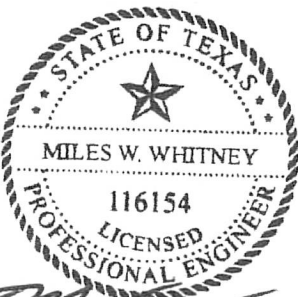
COUNCIL:

BIDS WERE OPENED ON THE ABOVE CAPTIONED PROJECT ON APRIL 7, 2020. FOUR BIDS WERE SUBMITTED. THE LOWEST BID WAS SUBMITTED BY BELL CONTRACTORS, INC. IN THE AMOUNT OF \$1,864,198.86. THE BID TABULATION FOR THIS PROJECT SHOULD BE INCLUDED WITHIN YOUR COUNCIL PACKET.

BELL CONTRACTORS LAST WORKED WITH THE CITY IN EARLY 2019 ON THE 2017 - L.S. NO. 5 REMOVAL / I-35 WATERLINE REPLACEMENT: PHASE 1 PROJECT. THIS PROJECT WAS COMPLETED AND HAS BEEN IN SUCCESSFUL OPERATION.

WHILE BELL CONTRACTORS BID PRICE IS ROUGHLY 38% LOWER THAN THE SECOND PLACE BID, I HAVE HAD SEVERAL CONVERSATIONS WITH BELL CONTRACTORS TO DISCUSS THE DIFFERENCE IN PRICING AND HAVE BEEN TOLD NUMEROUS TIMES THAT THEY ARE CONFIDENT IN THEIR BID PRICE. IT IS MY RECOMMENDATION THAT THIS CONTRACT BE AWARDED TO BELL CONTRACTORS, INC..

SINCERELY:



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

Base Bid Tabulation

Project
Owner
Component

2019 - FM 2113; Utility Relocations
City of Hewitt, TX
Bid Tabulation

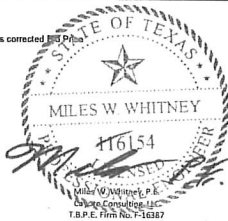
Prepared By
Date
Reviewed By

MMW
4/17/2020
MMW

BASE BID TOTALS		Contractor 1 Bell Contractors, Inc.		Contractor 2 Black Rock Construction		Contractor 3 TTG Utilities, LP		Contractor 4 Acadia Services, LLC	
Bid Item		Qty	Unit	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
A1	8" ASTM D2241, SDR-26, PVC Sewer Pipe (5' to 10' Cut), including Excavation, Bedding and Select Material Backfill	1,853	L.F.	\$ 42.16	\$ 78,122.48	\$ 150.00	\$ 277,050.00	\$ 97.25	\$ 180,204.25
A2	8" ASTM D2241, SDR-26, PVC Sewer Pipe (10' to 15' Cut), including Excavation, Bedding and Select Material Backfill	1,138	L.F.	\$ 47.78	\$ 54,373.64	\$ 170.00	\$ 193,460.00	\$ 140.50	\$ 159,889.00
A3	8" ASTM D2241, SDR-26, PVC Sewer Pipe (15' to 20' Cut), including Excavation, Bedding and Select Material Backfill	1,170	L.F.	\$ 53.38	\$ 62,431.20	\$ 195.00	\$ 228,150.00	\$ 235.40	\$ 275,418.00
A4	4' Dia. Standard Concrete Manhole, including Interior Coating, Excavation and Backfill - (5' to 10' Depth)	7	Ea.	\$ 8,393.92	\$ 58,757.44	\$ 7,035.00	\$ 49,245.00	\$ 9,325.00	\$ 65,275.00
A5	4' Dia. Standard Concrete Manhole, including Interior Coating, Excavation and Backfill - (10' to 15' Depth)	7	Ea.	\$ 8,560.80	\$ 59,925.60	\$ 8,500.00	\$ 59,500.00	\$ 11,700.00	\$ 81,900.00
A6	4' Dia. Standard Concrete Manhole, including Interior Coating, Excavation and Backfill - (15' to 20' Depth)	3	Ea.	\$ 13,015.04	\$ 39,045.12	\$ 10,500.00	\$ 31,500.00	\$ 15,975.00	\$ 47,925.00
A7	Sewer Service Reconnections; Installed	1	Ea.	\$ 1,231.00	\$ 1,231.00	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00
A8	Cap and Grout Fill Abandoned Force Main within TxDOT R.O.W.; Complete per Modified Special Spec. 7076	90	L.F.	\$ 21.16	\$ 1,904.40	\$ 12.00	\$ 1,080.00	\$ 28.25	\$ 2,542.50
A9	Cap Existing 4" Force Main, Complete	1	Ea.	\$ 247.28	\$ 247.28	\$ 630.00	\$ 630.00	\$ 800.00	\$ 800.00
A10	4" C-900, DR18 PVC Pipe w/ Tracer Wire, Color Green; Installed	236	L.F.	\$ 42.68	\$ 10,072.48	\$ 70.00	\$ 16,520.00	\$ 61.00	\$ 14,396.00
A11	Connect Proposed 4" Force Main to Existing 4" Force Main; Complete	1	Ea.	\$ 1,804.08	\$ 1,804.08	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
A12	Core and connect Prop. 4" Force Main to Ex. MH, Coat Interior of Ex. MH with Epoxy per Detail "WW03"; Complete	1	Ea.	\$ 3,360.00	\$ 3,360.00	\$ 4,000.00	\$ 4,000.00	\$ 3,700.00	\$ 3,700.00
A13	Decommissioning and Removal of Existing Lift Station; Complete	1	L.S.	\$ 13,440.00	\$ 13,440.00	\$ 12,500.00	\$ 12,500.00	\$ 18,425.00	\$ 18,425.00
A14	Bypass Pumping of Sanitary Sewer; Including all Materials, Equipment, Labor, and Maintenance for Portable Pumps, Restrained Joint Pipe, Downcomer, Connections, Fittings and Incidentals Required to Complete. Complete with Plan Design and Implementation.	1	L.S.	\$ 20,720.00	\$ 20,720.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
B1	12" C-900, DR18 PVC Pipe with Tracer Wire; Installed.	4,062	L.F.	\$ 44.73	\$ 181,693.26	\$ 95.00	\$ 385,890.00	\$ 112.15	\$ 455,553.30
B2	8" C-900, DR18; PVC Pipe with Tracer Wire; Installed.	4,372	L.F.	\$ 36.28	\$ 158,616.16	\$ 90.00	\$ 393,480.00	\$ 89.80	\$ 392,605.60
B3	6" C-900, DR18; PVC Pipe with Tracer Wire; Installed.	61	L.F.	\$ 57.56	\$ 3,511.16	\$ 88.00	\$ 5,368.00	\$ 74.35	\$ 4,535.35
B4	4" C-900, DR18; PVC Pipe with Tracer Wire; Installed.	101	L.F.	\$ 31.90	\$ 3,221.90	\$ 80.00	\$ 8,080.00	\$ 67.35	\$ 6,802.35
B5	Open Cut and Install; 20" Steel Encasement, Concrete Encased Creek Crossing with 12" C-900 DR18 PVC RI Carrier Pipe; Installed	80	L.F.	\$ 188.35	\$ 15,068.00	\$ 232.00	\$ 18,560.00	\$ 342.50	\$ 27,400.00
B6	Open Cut and Install; 20" Steel Encasement, Concrete Encased Creek Crossing with 8" C-900 DR18 PVC RI Carrier Pipe; Installed	160	L.F.	\$ 169.76	\$ 27,161.60	\$ 208.00	\$ 33,280.00	\$ 322.50	\$ 51,600.00
B7	Open Cut and Install; 20" Steel Encasement, Including 12" C-900 DR18 PVC RI Carrier Pipe; Installed w/ Trench Backfill per Details.	85	L.F.	\$ 213.58	\$ 20,280.10	\$ 255.00	\$ 24,225.00	\$ 295.00	\$ 28,025.00
B8	Open Cut and Install; 16" Steel Encasement, Including 8" C-900 DR18 PVC RI Carrier Pipe; Installed w/ Trench Backfill per Details.	1,395	L.F.	\$ 171.62	\$ 239,409.90	\$ 200.00	\$ 279,000.00	\$ 275.00	\$ 383,625.00
B9	New Fire Hydrant Assembly; Installed	15	Ea.	\$ 5,046.22	\$ 75,693.30	\$ 5,500.00	\$ 82,500.00	\$ 6,165.00	\$ 92,475.00
B10	New Fire Hydrant Assembly on Existing Line; Installed	1	Ea.	\$ 4,398.86	\$ 4,398.86	\$ 6,535.00	\$ 6,535.00	\$ 9,825.00	\$ 9,825.00
B11	New Flush Valve Assembly; Installed	1	Ea.	\$ 3,472.00	\$ 3,472.00	\$ 10,000.00	\$ 10,000.00	\$ 2,350.00	\$ 2,350.00
B12	Remove Existing Fire Hydrant Assembly; Complete	10	Ea.	\$ 280.00	\$ 2,800.00	\$ 685.00	\$ 6,850.00	\$ 750.00	\$ 7,500.00
B13	Remove Existing Gate Valve, Complete	22	Ea.	\$ 168.00	\$ 3,696.00	\$ 400.00	\$ 8,800.00	\$ 400.00	\$ 8,800.00
B14	Install 12" Capped Stub Out; Complete	1	Ea.	\$ 409.68	\$ 409.68	\$ 895.00	\$ 895.00	\$ 650.00	\$ 650.00
B15	Install 8" Capped Stub Out; Complete	5	Ea.	\$ 314.48	\$ 1,572.40	\$ 775.00	\$ 3,875.00	\$ 550.00	\$ 2,750.00
B16	Cap Existing 8" Water Line; Complete	2	Ea.	\$ 308.88	\$ 617.76	\$ 775.00	\$ 1,550.00	\$ 1,050.00	\$ 2,100.00
B17	Cap Existing 6" Water Line; Complete	1	Ea.	\$ 275.28	\$ 275.28	\$ 710.00	\$ 710.00	\$ 1,015.00	\$ 1,015.00
B18	Cap Existing 3" Water Line; Complete	1	Ea.	\$ 1,036.88	\$ 1,036.88	\$ 650.00	\$ 650.00	\$ 985.00	\$ 985.00
B19	12" Gate Valve and Box; Installed	38	Ea.	\$ 2,345.28	\$ 89,120.64	\$ 2,415.00	\$ 91,770.00	\$ 2,850.00	\$ 108,300.00
B20	8" Gate Valve and Box; Installed	49	Ea.	\$ 1,386.56	\$ 67,941.44	\$ 1,420.00	\$ 69,580.00	\$ 1,700.00	\$ 83,300.00
B21	6" Gate Valve and Box; Installed	1	Ea.	\$ 1,008.00	\$ 1,008.00	\$ 1,130.00	\$ 1,130.00	\$ 1,150.00	\$ 1,150.00
B22	New Dual Water Service, Installed and Connected to Existing Service	5	Ea.	\$ 1,965.23	\$ 9,826.15	\$ 2,885.00	\$ 14,425.00	\$ 1,375.00	\$ 6,875.00
B23	New Single Water Service, Installed and Connected to Existing Service	5	Ea.	\$ 1,582.19	\$ 7,910.95	\$ 2,000.00	\$ 10,000.00	\$ 975.00	\$ 4,875.00
B24	New Single Long Water Service, Installed and Connected to Existing Service	2	Ea.	\$ 1,830.83	\$ 3,661.66	\$ 2,320.00	\$ 4,640.00	\$ 1,015.00	\$ 2,030.00
B25	Relocate Existing Meter including Yard Line; Installed	1	Ea.	\$ 1,257.39	\$ 1,257.39	\$ 1,720.00	\$ 1,720.00	\$ 2,575.00	\$ 2,575.00
B26	Connect Proposed 12" to Existing 12"; Complete	4	Ea.	\$ 2,716.88	\$ 10,867.52	\$ 1,780.00	\$ 7,120.00	\$ 5,025.00	\$ 20,100.00
B27	Connect Proposed 8" to Existing 8"; Complete	8	Ea.	\$ 2,515.28	\$ 20,122.24	\$ 1,380.00	\$ 11,040.00	\$ 3,575.00	\$ 28,600.00
B28	Connect Proposed 6" to Existing 6"; Complete	24	Ea.	\$ 1,882.48	\$ 45,179.52	\$ 1,305.00	\$ 31,320.00	\$ 3,350.00	\$ 80,400.00

B29	Connect Proposed 4" to Existing 3"; Complete	1	Ea.	\$ 1,316.88	\$ 1,316.88	\$ 915.00	\$ 915.00	\$ 3,100.00	\$ 3,100.00	\$ 1,700.00	\$ 1,700.00
B30	Install Air / Vacuum Relief Valve Assembly and Vault; Installed	2	Ea.	\$ 7,560.81	\$ 15,121.62	\$ 7,700.00	\$ 15,400.00	\$ 8,575.00	\$ 17,150.00	\$ 5,200.00	\$ 10,400.00
B31	Cap and Grout Fill Abandoned Various Size Waterlines within 1x601 R.O.W.; Complete per Modified Special Spec. 7076, to include Required Caps, Materials, Equipment, and Labor	300	L.F.	\$ 13.44	\$ 5,107.20	\$ 12.00	\$ 4,560.00	\$ 28.55	\$ 10,849.00	\$ 20.00	\$ 7,600.00
B32	12" C-900; DR18; PVC Pipe with Tracer Wire; Installed; This Item to Comply with the Buy America Provisions	118	L.F.	\$ 75.70	\$ 8,932.60	\$ 105.00	\$ 12,390.00	\$ 132.75	\$ 15,664.50	\$ 150.00	\$ 17,750.00
B33	10" C-900; DR18; PVC Pipe with Tracer Wire; Installed; This Item to Comply with the Buy America Provisions	29	L.F.	\$ 151.05	\$ 4,380.45	\$ 103.00	\$ 2,987.00	\$ 177.75	\$ 5,154.75	\$ 150.00	\$ 4,350.00
B34	8" C-900; DR18; PVC Pipe with Tracer Wire; Installed; This Item to Comply with the Buy America Provisions	142	L.F.	\$ 75.60	\$ 10,735.20	\$ 95.00	\$ 13,490.00	\$ 122.65	\$ 17,416.30	\$ 125.00	\$ 17,750.00
B35	6" C-900; DR18; PVC Pipe with Tracer Wire; Installed; This Item to Comply with the Buy America Provisions	2	L.F.	\$ 703.44	\$ 1,406.88	\$ 133.00	\$ 266.00	\$ 74.05	\$ 148.10	\$ 120.00	\$ 240.00
B36	Open Cut and Install; 20" Steel Encasement, Including 12" C-900 DR18 PVC RI Carrier Pipe; Installed w/ Trench Backfill per Details. This Item to Comply with the Buy America Provisions	85	L.F.	\$ 245.41	\$ 20,859.85	\$ 190.00	\$ 16,150.00	\$ 305.00	\$ 25,925.00	\$ 300.00	\$ 25,500.00
B37	Open Cut and Install; 16" Steel Encasement, Including 8" C-900 DR18 PVC RI Carrier Pipe; Installed w/ Trench Backfill per Details. This Item to Comply with the Buy America Provisions	110	L.F.	\$ 153.75	\$ 16,912.50	\$ 145.00	\$ 15,950.00	\$ 285.00	\$ 31,350.00	\$ 250.00	\$ 27,500.00
B38	New Fire Hydrant Assembly; Installed; This Item to Comply with the Buy America Provisions	1	Ea.	\$ 7,333.26	\$ 7,333.26	\$ 6,300.00	\$ 6,300.00	\$ 7,850.00	\$ 7,850.00	\$ 5,700.00	\$ 5,700.00
B39	12" Gate Valve and Box; Installed; This Item to Comply with the Buy America Provisions	3	Ea.	\$ 2,660.00	\$ 7,980.00	\$ 2,730.00	\$ 8,190.00	\$ 3,000.00	\$ 9,000.00	\$ 3,400.00	\$ 10,200.00
B40	8" Gate Valve and Box; Installed; This Item to Comply with the Buy America Provisions	4	Ea.	\$ 1,747.20	\$ 6,988.80	\$ 1,620.00	\$ 6,480.00	\$ 1,850.00	\$ 7,400.00	\$ 2,000.00	\$ 8,000.00
B41	Connect Proposed 12" to Existing 12"; Complete; This Item to Comply with the Buy America Provisions	2	Ea.	\$ 2,851.28	\$ 5,702.56	\$ 1,455.00	\$ 2,910.00	\$ 5,600.00	\$ 11,200.00	\$ 4,000.00	\$ 8,000.00
B42	Connect Proposed 10" to Existing 10"; Complete; This Item to Comply with the Buy America Provisions	1	Ea.	\$ 2,774.00	\$ 2,774.00	\$ 1,310.00	\$ 1,310.00	\$ 5,335.00	\$ 5,335.00	\$ 3,000.00	\$ 3,000.00
B43	Connect Proposed 8" to Existing 8"; Complete; This Item to Comply with the Buy America Provisions	2	Ea.	\$ 2,583.59	\$ 5,167.18	\$ 1,100.00	\$ 2,200.00	\$ 3,950.00	\$ 7,900.00	\$ 2,700.00	\$ 5,400.00
B44	Connect Proposed 6" to Existing 6"; Complete; This Item to Comply with the Buy America Provisions	1	Ea.	\$ 2,548.88	\$ 2,548.88	\$ 925.00	\$ 925.00	\$ 3,725.00	\$ 3,725.00	\$ 2,800.00	\$ 2,600.00
C1	Removal Saw Cut and Removal of Existing HMAAC; Complete	1,470	S.Y.	\$ 2.88	\$ 4,233.60	\$ 7.00	\$ 10,290.00	\$ 8.25	\$ 12,127.50	\$ 40.00	\$ 58,800.00
C2	Removal Concrete Drive; Complete	149	S.Y.	\$ 8.55	\$ 1,273.95	\$ 14.00	\$ 2,086.00	\$ 11.50	\$ 1,713.50	\$ 40.00	\$ 5,960.00
C3	Removal of Concrete Rip Rap; Complete	234	S.Y.	\$ 6.26	\$ 1,464.84	\$ 15.00	\$ 3,510.00	\$ 11.50	\$ 2,691.00	\$ 40.00	\$ 9,360.00
C4	Removal of Concrete Curb and Gutter; Complete	144	L.F.	\$ 8.77	\$ 1,262.88	\$ 6.00	\$ 864.00	\$ 8.50	\$ 1,224.00	\$ 20.00	\$ 2,880.00
C5	Reinforced Concrete Drive Replacement, to include Compacted Gravel Trench Backfill; Installed	149	S.Y.	\$ 97.24	\$ 14,488.76	\$ 100.00	\$ 14,900.00	\$ 73.00	\$ 10,877.00	\$ 150.00	\$ 22,350.00
C6	Reinforced Concrete Rip Rap; to include Compacted Trench Backfill; Installed	234	S.Y.	\$ 95.00	\$ 22,230.00	\$ 115.00	\$ 26,910.00	\$ 62.25	\$ 14,566.50	\$ 150.00	\$ 35,100.00
C7	Compacted Gravel Drive Replacement, to include Compacted Gravel Trench Backfill; Installed	41	S.Y.	\$ 12.97	\$ 531.77	\$ 12.00	\$ 492.00	\$ 30.25	\$ 1,240.25	\$ 30.00	\$ 1,230.00
C8	Compacted HMAAC Replacement; to include Compacted Trench Backfill per Applicable Detail; Installed	1,470	S.Y.	\$ 50.92	\$ 74,852.40	\$ 52.00	\$ 76,440.00	\$ 38.75	\$ 56,962.50	\$ 80.00	\$ 117,600.00
C9	Standard Reinforced Concrete Curb and Gutter; to include Compacted Gravel Trench Backfill; Installed	144	L.F.	\$ 22.40	\$ 3,225.60	\$ 45.00	\$ 6,480.00	\$ 32.50	\$ 4,680.00	\$ 50.00	\$ 7,200.00
C10	Hydro-Mulch Seeding Project; Complete	1	L.S.	\$ 32,480.00	\$ 32,480.00	\$ 20,000.00	\$ 20,000.00	\$ 109,250.00	\$ 109,250.00	\$ 50,000.00	\$ 50,000.00
C11	Trench Safety System Design and Implementation	15,209	L.F.	\$ 2.41	\$ 36,653.69	\$ 0.50	\$ 7,604.50	\$ 2.50	\$ 38,022.50	\$ 1.00	\$ 15,209.00
D1	SWPPP Design and Implementation	1	L.S.	\$ 16,240.00	\$ 16,240.00	\$ 15,000.00	\$ 15,000.00	\$ 115,000.00	\$ 115,000.00	\$ 34,000.00	\$ 34,000.00
D2	Traffic Control Plan Development and Implementation	1	L.S.	\$ 34,720.00	\$ 34,720.00	\$ 50,000.00	\$ 50,000.00	\$ 225,000.00	\$ 225,000.00	\$ 35,000.00	\$ 35,000.00
D3	Mobilization (Not to Exceed 10% of Total Contract)	1	L.S.	\$ 91,999.04	\$ 91,999.04	\$ 250,000.50	\$ 250,000.50	\$ 210,000.00	\$ 210,000.00	\$ 175,000.00	\$ 175,000.00

Denotes corrected Bids Price



HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 8

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the emergency purchase of well pump and motor replacement at Plant 5 to Jurgensen Pump, LLC in the amount not to exceed \$80,000.

STAFF RECOMMENDATION/ITEM SUMMARY:

Recommendation to replace failed well pump with new pump and new motor.

FISCAL IMPACT:

Amount Budgeted – \$155,000.00
Line Item in Budget – 20-50367-91-00

SUGGESTED MOTION:

I move to authorize the city manager to purchase new well pump, motor and materials from Jergensen Pump, LLC in an amount not to exceed \$80,000.00.

ATTACHMENTS:

Quote/Estimate



JURGENSEN PUMP, LLC
PO Box 710
Valley Mills, TX 76689

Phone # 254-932-6251 Fax # 254-932-6770

Estimate

Date	Estimate #
4/14/2020	3382

REGULATED BY THE TEXAS
 DEPARTMENT OF LICENSING &
 REGULATIONS PO BOX 12157
 AUSTIN, TX 78711
 LICENSE #54576

Name / Address

City of Hewitt
 P.O. Box 219
 Hewitt, TX 76643

WARRANTY: New well equipment is covered by
 Manufacturer's Warranties and these warranties are
 the responsibility of the Manufacturers.
LABOR WARRANTY: Is 30-days from
 installation of new well equipment

Project

Richie Road Well ...

Description	Qty	Cost	Total
Ritchie Road Well - 250HP 2500V 13" Casing: 0 - 1,720 FT Perforations: 1,720 - 1,916 FT Total Well Depth = 1,930 FT PWL = 1,246 FT Pump Setting = 1,366 FT (6" Pipe 8R)			
Field Service for Crew with Rig to Pull and Evaluate Pump Equipment and Bail Debris Out of the Bottom of the Well	1	4,000.00	4,000.00
Baker Hughes 675-HC20000-16 Stage Pump - 525 GPM at 1,260 FT TDH	1	15,100.00	15,100.00
Baker Hughes 513 Series Seal	1	9,720.00	9,720.00
Baker Hughes 562 Series 250HP / 2505V / 61 Amp Motor	1	20,950.00	20,950.00
Baker Hughes Motor Lead	1	2,640.00	2,640.00
5" 8RD Pin x 6" 8RD Coupling Crossover Joint	1	1,500.00	1,500.00
(10) 6" X 40' 8RD Black Pipe w/API Collars per foot	400	23.00	9,200.00
6" X 12' 8RD Black Pipe w/API Collar	1	330.00	330.00
6" 8RD DI Check Valve w/Break Off Plug	2	703.00	1,406.00
(2) 1/4" Toro Airline	2,800	0.30	840.00
Miscellaneous Items - HTH, Buckles, Bandit, Tape, Splice Material	1	650.00	650.00
Hot Shot Services to Jobsite	1	1,600.00	1,600.00
Baker Hughes Service Tech at Install	1	4,375.00	4,375.00
Field Service for Crew with Rig to Install, Start-up Well Pump	1	6,000.00	6,000.00
Note: - Reuse 954 FT of 6" 8R Pipe - Reuse Cable			
Quote valid for 30 days!		Subtotal	\$78,311.00
		Sales Tax (0.00)	\$0.00
		Total	\$78,311.00



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 9

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Briefing and discussion concerning Financial Statements ending March 31, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

The financial statements ending March 31, 2020, were sent electronically on April 8, 2020. This is an opportunity for the council to ask any questions or make comments.

FISCAL IMPACT:

Amount Budgeted – N/A

Line Item in Budget – N/A

SUGGESTED MOTION:

No action required.

ATTACHMENTS:

None.



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 10

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration and action on approval of Quarterly Investment Report for the quarter ending March 31, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City's Investment Policy, Section XI. Reporting (PFIA 2256-023) requires the preparation of a quarterly report for the City Council. Please see the following Investment Report for the Quarter ending March 31, 2020.

FISCAL IMPACT:

Amount Budgeted – n/a
Line Item in Budget – n/a

SUGGESTED MOTION:

I move approval of the Quarterly Investment Report as of March 31, 2020.

ATTACHMENTS:

Quarterly Investment Report

City of Hewitt

QUARTERLY INVESTMENT REPORT

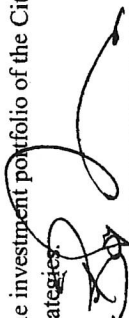
For the Quarter Ended

March 31, 2020

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Hewitt is in compliance with the Public Funds Investment Act and the Investment Policy and its incorporated strategies.



City Manager



Finance Director

Accountant

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2019		March 31, 2020	
	Book Value	Market Value	Book Value	Market Value
Pools/DDA/MMA	\$ 11,674,964	\$ 11,674,964	\$ 14,329,997	\$ 14,329,997
Securities/CDs	6,664,920	6,664,920	6,707,753	6,707,753
Totals	\$ 18,339,883	\$ 18,339,883	\$ 21,037,750	\$ 21,037,750

Current Quarter Average Yield (1)

Total Portfolio	1.88%
Rolling Three Month Treasury	1.169%
Rolling Six Month Treasury	1.139%
TexPool	1.003%

Interest Earnings

Quarterly Interest Income	\$ 99,838
Year-to-date Interest Income	\$ 192,394

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	1.97%
Rolling Three Month Treasury	1.38%
Rolling Six Month Treasury	1.46%
TexPool	1.31%

(1) **Current Quarter Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Portfolio Holdings
Group By: Portfolio Name
As of 3/31/2020

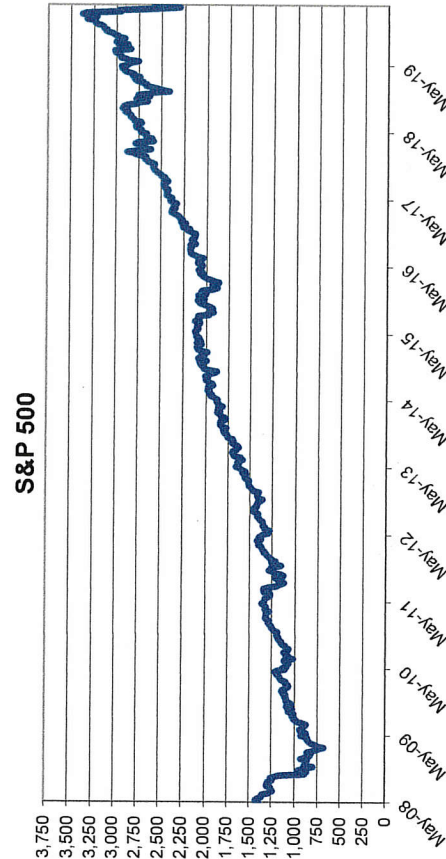
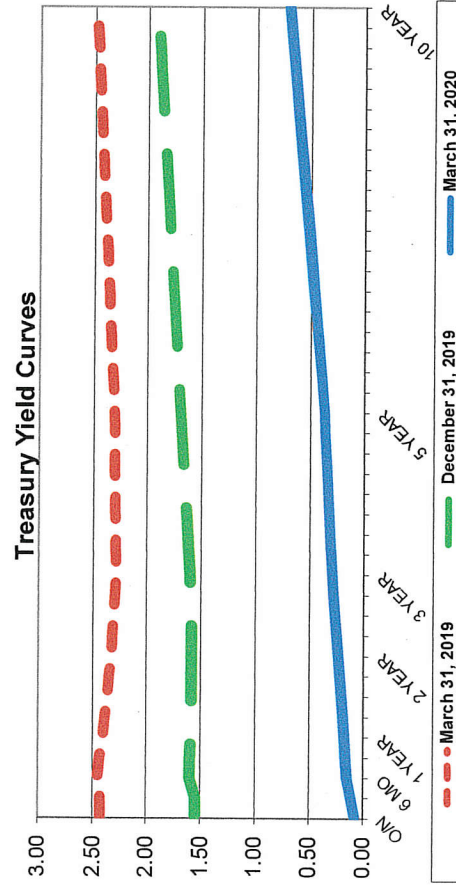
Description	Rate	Amount	Maturity Date	Days To Maturity
GENERAL FUNDS				
GF Operating				
Cash on Hand Cash	0.000	550.00		
Independent Bank MM	1.760	1,023,714.70		
Independent Bank MM	1.760	1,000,000.00		
Southside Bank MM	1.280	1,012,403.70		
Independent Bank MM	1.760	1,087.99		
Independent Bank MM	1.760	633.61		
	1.583	3,038,390.00		
GF Street Reserve				
Independent Bank MM	1.760	808.33		
Southside Bank MM	1.280	216,131.40		
TexPool LGIP	1.003	11,132.69		
	1.268	228,072.42		
GF Tax I&S				
Independent Bank MM	1.760	1,986,466.77		
Southside Bank MM	1.280	488,138.22		
TexPool LGIP	1.003	1,837.91		
		2,476,442.90	Req'd Reserves=\$561.321	
GF 90 Day Reserve				
ALLIANCE 2.45 7/19/2021	2.450	914,846.33	07/19/2021	475
ALLIANCE 2.65 4/15/2020	2.650	924,004.66	04/15/2020	15
Independent Bank MM	1.760	114,041.57		
TexPool LGIP	1.003	88,187.49		
		2,041,080.05	Req'd Reserves=\$2,004,841	
PEG Account				
Independent Bank MM	1.760	405,377.34		
		405,377.34		
TOTAL GENERAL FUNDS		8,189,362.71		
Hotel Fund				
Independent Bank MM	1.760	158,859.07		
		158,859.07		
GF Capital Projects				
ALLIANCE BANK MM	0.490	248,752.79		
Independent Bank MM	1.760	104,564.25		
TexPool LGIP	1.003	12,940.11		
		366,257.15		
2017 Bond Fund				
Independent Bank MM	1.760	24,724.21		
Southside Bank MM	1.280	2,033,777.51		
		2,058,501.72		

UTILITY FUNDS				
UF Operating				
ALLIANCE 1.96 4/17/2020	1.960	1,077,428.51	04/17/2020	17
ALLIANCE BANK 2.95 6/8/2020	2.950	530,639.33	06/08/2020	69
Cash on Hand Cash	0.000	1,300.00		
East West Bank 2.97 7/1/2020	2.970	1,056,445.36	07/01/2020	92
Independent Bank MM	1.760	543,326.03		
Southside Bank MM	1.280	956,950.31		
TexPool LGIP	1.003	23,378.17		
		4,189,467.71		
UF Equipment Res				
Southside Bank MM	1.280	232,422.10		
TexPool LGIP	1.003	5,541.32		
		237,963.42		
UF Water Deposits				
ALLIANCE BANK 2.95 7/5/2020	2.948	373,341.60	07/05/2020	96
Independent Bank MM	1.760	119,273.05		
TexPool LGIP	1.003	1,626.70		
		494,241.35		
UF Self-Supt Debt				
ALLIANCE 2.45 7/19/2021	2.450	1,016,495.91	07/19/2021	475
Independent Bank MM	1.760	538,670.65		
Southside Bank MM	1.280	316,609.83		
TexPool LGIP	1.003	117,535.74		
		1,989,312.13	Req'd Reserves=\$540,444	
UF 90 Day Reserve				
ALLIANCE 2.65 4/17/2020	2.650	814,551.12	04/17/2020	17
Independent Bank MM	1.760	441,700.84		
		1,256,251.96	Req'd Reserves=\$1,156,835	
TOTAL UTILITY FUNDS		8,167,236.57		
Drainage Fund				
Independent Bank MM	1.760	230,039.13		
		230,039.13		
UF Capital Projects				
Independent Bank MM	1.760	1,857,155.77		
TexPool LGIP	1.003	10,337.92		
		1,867,493.69		
TOTAL PORTFOLIO	1.874	21,037,750.04		55

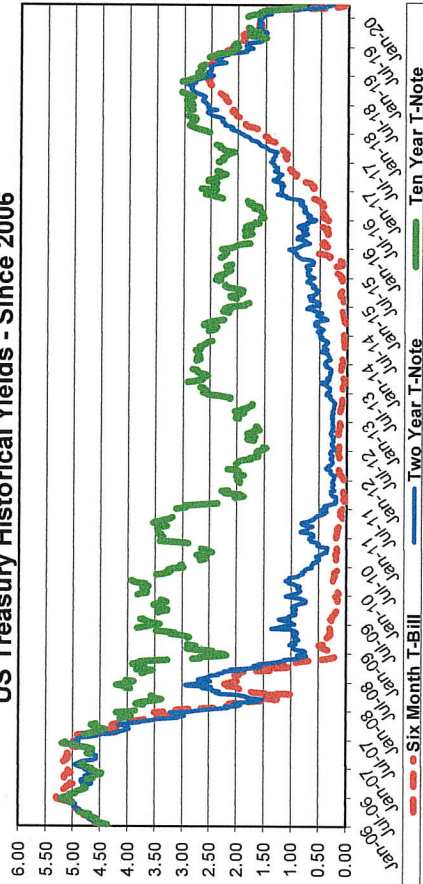
Economic Overview

3/31/2020

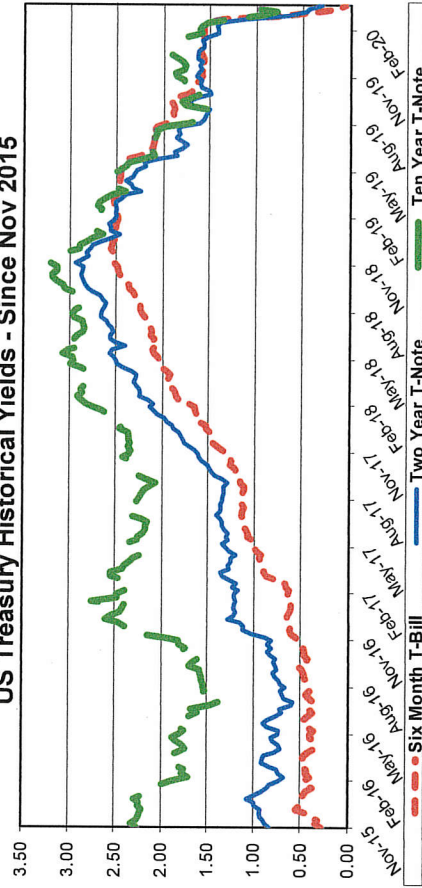
Due to COVID-19 pandemic concerns, the Federal Open Market Committee (FOMC) dramatically reduced the Fed Funds target range to 0.00% to 0.25% (Effective Fed Funds are trading +/- 0.10%). Worldwide economic activity has collapsed because of Coronavirus "social isolation" and other related actions. The Yield Curve plummeted severely to less than \$25 per barrel. Unemployment claims leaped to over 10 million. The Stock Market "corrected" into a full bear market. U.S. monetary and fiscal programs are designed to stabilize and improve near term economic conditions. Time will tell how long the pandemic lasts and full recovery takes.



US Treasury Historical Yields - Since 2006



US Treasury Historical Yields - Since Nov 2015



Investment Holdings
March 31, 2020

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Cash on Hand		0.00%	04/01/20	03/31/20	\$ 1,850	\$ 1,850	1.00	\$ 1,850	1	0.00%
Independent Bank - MMA		1.76%	04/01/20	03/31/20	8,550,443	8,550,443	1.00	8,550,443	1	1.76%
Southside Bank - MMA		1.28%	04/01/20	03/31/20	5,256,433	5,256,433	1.00	5,256,433	1	1.28%
Alliance Bank - MMA		0.49%	04/01/20	03/31/20	248,753	248,753	1.00	248,753	1	0.49%
TexPool	AAA	1.00%	04/01/20	03/31/20	272,518	272,518	1.00	272,518	1	1.00%
Alliance Bank CD		2.65%	04/15/20	04/16/19	924,005	924,005	100.00	924,005	15	2.65%
Alliance Bank CD		2.65%	04/17/20	04/17/19	814,551	814,551	100.00	814,551	17	2.65%
Alliance Bank CD		1.96%	04/17/20	10/31/19	1,077,429	1,077,429	100.00	1,077,429	17	1.96%
Alliance Bank CD		2.95%	06/08/20	06/08/18	530,639	530,639	100.00	530,639	69	2.97%
East West Bank CD		2.97%	07/01/20	09/30/18	1,056,445	1,056,445	100.00	1,056,445	92	3.01%
Alliance Bank CD		2.95%	07/05/20	06/05/18	373,342	373,342	100.00	373,342	96	2.97%
Alliance Bank CD		2.45%	07/19/21	07/19/19	1,931,342	1,931,342	100.00	1,931,342	475	2.47%
Total					\$ 21,037,750	\$ 21,037,750		\$ 21,037,750	55	1.88%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for pool, and bank account investments.

Portfolio Holdings

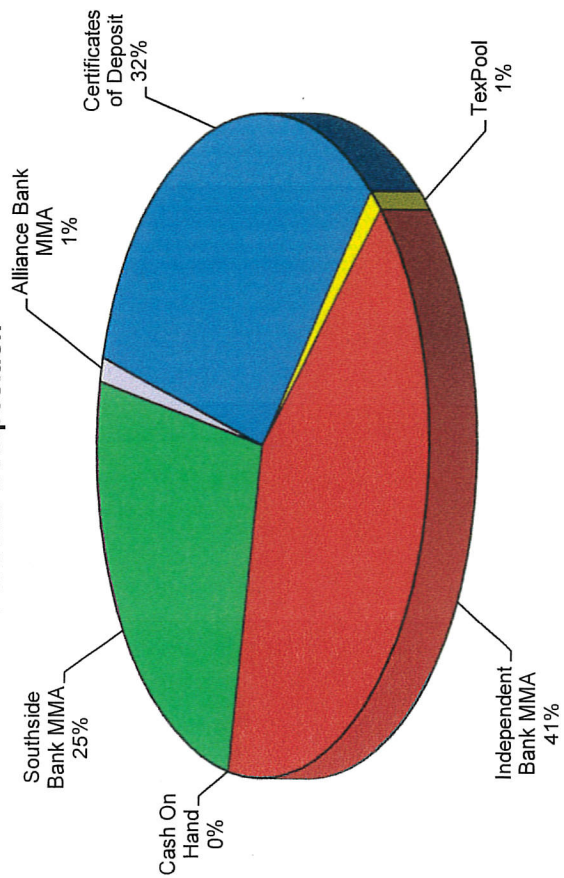
Group By: Issuer

As of 3/31/2020

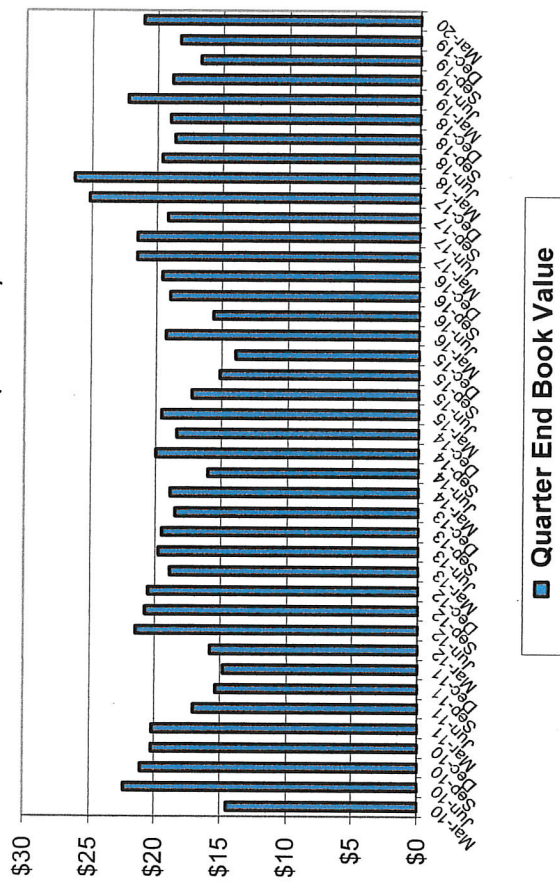
Asset Class	Description	Amount	Portfolio Name	Maturity Date
Alliance				
20-152 AB UF	ALLIANCE 1.96 4/17/2020	1,077,428.51	010 Utility Fund Operating	04/17/2020
20-166 AB Debt	ALLIANCE 2.45 7/19/2021	1,016,495.91	013 UF Self-Supt Debt	07/19/2021
10-132 AB 90 Day Res	ALLIANCE 2.45 7/19/2021	914,846.33	007 GF 90 Day Reserve	07/19/2021
10-124 AB 90 Day Reserve	ALLIANCE 2.65 4/15/2020	924,004.66	007 GF 90 Day Reserve	04/15/2020
20-272 UF Oper Res AB	ALLIANCE 2.65 4/17/2020	814,551.12	014 UF 90 Day Reserve	04/17/2020
20-120 UF-Operating	ALLIANCE BANK 2.95 6/8/2020	530,639.33	010 Utility Fund Operating	06/08/2020
20-164 AB UF Deposits	ALLIANCE BANK 2.95 7/5/2020	373,341.60	012 UF Water Deposits	07/05/2020
15-164 MMA	ALLIANCE BANK MM	248,752.79	050 GF Capital Projects	N/A
		5,900,060.25		
Cash on Hand				
None	Cash on Hand Cash	550.00	001 GF Operating	N/A
None	Cash on Hand Cash	1,300.00	010 Utility Fund Operating	N/A
		1,850.00		
East West Bank				
20-220 EW UF Oper	East West Bank 2.97 7/1/2020	1,056,445.36	010 Utility Fund Operating	07/01/2020
		1,056,445.36		
Independent Bank				
10-120 GF-Operating	Independent Bank MM	1,023,714.70	001 GF Operating	N/A
10-121 IB GF Operating	Independent Bank MM	1,000,000.00	001 GF Operating	N/A
10-125 GF 90 Day Reserve	Independent Bank MM	114,041.57	007 GF 90 Day Reserve	N/A
10-130 GF-I&S	Independent Bank MM	1,986,466.77	006 GF Tax I&S	N/A
10-135 GF-Street Res	Independent Bank MM	808.33	003 GF Street Reserve	N/A
10-138 PEG Acct	Independent Bank MM	405,377.34	008 PEG Account	N/A
10-140 Payroll	Independent Bank MM	1,087.99	004 Payroll Acct	N/A
10-160 HHIT	Independent Bank MM	633.61	005 HHIT	N/A
12-120 DF Oper	Independent Bank MM	230,039.13	015 Drainage Fund	N/A
15-120 St Cap Oper	Independent Bank MM	104,564.25	050 GF Capital Projects	N/A
18-120 2017 Bond Fund	Independent Bank MM	24,724.21	054 2017 Bond Fund	N/A
20-120 UF-Operating	Independent Bank MM	543,326.03	010 Utility Fund Operating	N/A
20-122 UF-Oper Res IB	Independent Bank MM	441,700.84	014 UF 90 Day Reserve	N/A
20-138 UF-Debt	Independent Bank MM	538,670.65	013 UF Self-Supt Debt	N/A
20-140 UF-Deposits	Independent Bank MM	119,273.05	012 UF Water Deposits	N/A
25-120 UF Cap Oper	Independent Bank MM	1,857,155.77	070 UF Capital Projects	N/A
40-120 Hotel Fund Oper	Independent Bank MM	158,859.07	016 Hotel Fund	N/A
		8,550,443.31		
Southside Bank				
10-267 GF-I&S-SSB	Southside Bank MM	488,138.22	006 GF Tax I&S	N/A
20-265 UF Oper-SSB	Southside Bank MM	956,950.31	010 Utility Fund Operating	N/A
20-266 UF Debt-SSB	Southside Bank MM	316,609.83	013 UF Self-Supt Debt	N/A
18-150 2017 Bond-SSB	Southside Bank MM	2,033,777.51	054 2017 Bond Fund	N/A
20-267 UF Equip-SSB	Southside Bank MM	232,422.10	011 UF Equipment Res	N/A
10-266 GF-Oper-SSB	Southside Bank MM	1,012,403.70	001 GF Operating	N/A
10-265 GF-St Res-SSB	Southside Bank MM	216,131.40	003 GF Street Reserve	N/A
		5,256,433.07		

TexPool				
20-203 UF Equip-Txpl	TexPool LGIP	5,541.32	011 UF Equipment Res	N/A
20-201 UF Dep-Txpl	TexPool LGIP	1,626.70	012 UF Water Deposits	N/A
10-200 GF-Reserve-Txpl	TexPool LGIP	88,187.49	001 GF Operating	N/A
20-200 UF Oper-Txpl	TexPool LGIP	23,378.17	010 Utility Fund Operating	N/A
10-201 GF-St Res-Txpl	TexPool LGIP	11,132.69	003 GF Street Reserve	N/A
20-204 UF Debt-Txpl	TexPool LGIP	117,535.74	013 UF Self-Supt Debt	N/A
10-203 GF-I&S-Txpl	TexPool LGIP	1,837.91	006 GF Tax I&S	N/A
15-200 St Cap-Txpl	TexPool LGIP	12,940.11	050 GF Capital Projects	N/A
25-200 UF Cap-Txpl	TexPool LGIP	10,337.92	070 UF Capital Projects	N/A
		272,518.05		
	Total Portfolio	21,037,750.04		

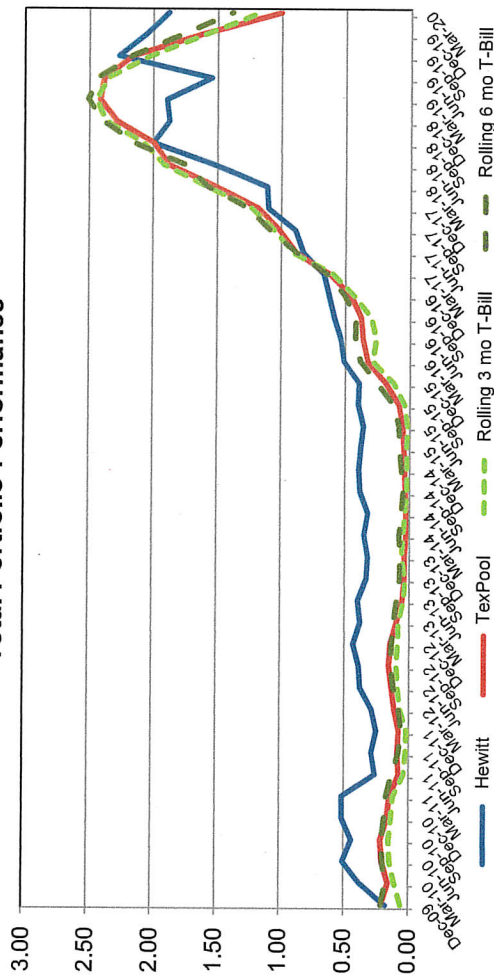
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019			March 31, 2020		
			Par Value	Book Value	Purchases/ Adjustments	Sales/Adjust/ Maturities	Par Value	Book Value
Cash on Hand	0.00%	04/01/20	\$ 1,850	\$ 1,850	—	\$ —	\$ 1,850	\$ 1,850
Independent Bank - MMA	1.76%	04/01/20	5,917,968	5,917,968	2,632,475		8,550,443	8,550,443
Southside Bank - MMA	1.28%	04/01/20	5,236,105	5,236,105	20,328		5,256,433	5,256,433
Alliance Bank - MMA	0.49%	04/01/20	247,465	247,465	1,288		248,753	248,753
TexPool	1.00%	04/01/20	271,575	271,575	943		272,518	272,518
Alliance Bank CD	2.65%	04/15/20	917,927	917,927	6,078		924,005	924,005
Alliance Bank CD	2.65%	04/17/20	809,193	809,193	5,358		814,551	814,551
Alliance Bank CD	1.96%	04/17/20	1,072,181	1,072,181	5,248		1,077,429	1,077,429
Alliance Bank CD	2.95%	06/08/20	526,756	526,756	3,884		530,639	530,639
East West Bank CD	2.97%	07/01/20	1,048,661	1,048,661	7,784		1,056,445	1,056,445
Alliance Bank CD	2.95%	07/05/20	370,609	370,609	2,732		373,342	373,342
Alliance Bank CD	2.45%	07/19/21	1,919,593	1,919,593	11,749		1,931,342	1,931,342
TOTAL			\$ 18,339,883	\$ 18,339,883	\$ 2,697,867	\$ —	\$ 21,037,750	\$ 21,037,750

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Qtr to Qtr Change	March 31, 2020	
			Par Value	Market Value		Par Value	Market Value
Cash on Hand	0.00%	04/01/20	\$ 1,850	\$ 1,850	\$ —	\$ 1,850	\$ 1,850
Independent Bank - MMA	1.76%	04/01/20	5,917,968	5,917,968	2,632,475	8,550,443	8,550,443
Southside Bank - MMA	1.28%	04/01/20	5,236,105	5,236,105	20,328	5,256,433	5,256,433
Alliance Bank - MMA	0.49%	04/01/20	247,465	247,465	1,288	248,753	248,753
TexPool	1.00%	04/01/20	271,575	271,575	943	272,518	272,518
Alliance Bank CD	2.65%	04/15/20	917,927	917,927	6,078	924,005	924,005
Alliance Bank CD	2.65%	04/17/20	809,193	809,193	5,358	814,551	814,551
Alliance Bank CD	1.96%	04/17/20	1,072,181	1,072,181	5,248	1,077,429	1,077,429
Alliance Bank CD	2.95%	06/08/20	526,756	526,756	3,884	530,639	530,639
East West Bank CD	2.97%	07/01/20	1,048,661	1,048,661	7,784	1,056,445	1,056,445
Alliance Bank CD	2.95%	07/05/20	370,609	370,609	2,732	373,342	373,342
Alliance Bank CD	2.45%	07/19/21	1,919,593	1,919,593	11,749	1,931,342	1,931,342
TOTAL			\$ 18,339,883	\$ 18,339,883	\$ 2,697,867	\$ 21,037,750	\$ 21,037,750

Allocation By Fund
March 31, 2020

Book and Market Value	Cash on Hand	Independent		Southside		04/15/20		04/17/20	04/17/20
		Cash on Hand	Bank - MMA (1.76%)	TexPool (1.0034%)	Bank - MMA (1.28%)	Alliance Bank MMA (0.49%)	Alliance Bank (2.65%)	Alliance Bank (2.65%)	Alliance Bank (1.96%)
GF Operating	\$ 550	\$ 2,023,715	\$ 88,187	\$ 1,012,404	\$ -	\$ -	\$ -	\$ -	\$ -
GF Street Reserve	-	808	11,133	216,131	-	-	-	-	-
GF Tax I&S	-	1,986,467	1,838	488,138	-	-	-	-	-
GF 90 Day Reserves	-	114,042	-	-	-	924,005	-	-	-
PEG Account	-	405,377	-	-	-	-	-	-	-
Street Capital	-	104,564	12,940	-	-	248,753	-	-	-
Hotel Fund	-	158,859	-	-	-	-	-	-	-
HHIT	-	634	-	-	-	-	-	-	-
Drainage Fund	-	230,039	-	-	-	-	-	-	-
Payroll Account	-	1,088	-	-	-	-	-	-	-
UF Operating	1,300	543,326	23,378	956,950	-	-	-	1,077,429	-
UF Deposits	-	119,273	1,627	-	-	-	-	-	-
UF Self-Supporting	-	538,671	117,536	316,610	-	-	-	-	-
UF 90-Day Reserves	-	441,701	-	-	-	-	814,551	-	-
UF Equipment	-	-	5,541	232,422	-	-	-	-	-
UF Capital (2016 Bonds)	-	1,857,156	10,338	-	-	-	-	-	-
2017 Bond Funds	-	24,724	-	2,033,778	-	-	-	-	-
Totals	\$ 1,850	\$ 8,550,443	\$ 272,518	\$ 5,256,433	\$ 248,753	\$ 924,005	\$ 814,551	\$ 1,077,429	

Allocation By Fund (continued)

March 31, 2020

	06/08/20	07/01/20	07/05/20	07/19/21	
Book and Market Value	Alliance Bank (2.95%)	East West Bank (2.97%)	Alliance Bank (2.95%)	Alliance Bank (2.45%)	Total
GF Operating	\$ -	\$ -	\$ -	\$ -	3,124,856
GF Street Reserve	-	-	-	-	228,072
GF Tax I&S	-	-	-	-	2,476,443
GF 90 Day Reserves	-	-	-	914,846	1,952,893
PEG Account	-	-	-	-	405,377
Street Capital	-	-	-	-	366,257
Hotel Fund	-	-	-	-	158,859
HHIT	-	-	-	-	634
Drainage Fund	-	-	-	-	230,039
Payroll Account	-	-	-	-	1,088
UF Operating	530,639	1,056,445	-	-	4,189,468
UF Deposits	-	-	373,342	-	494,241
UF Self-Supporting	-	-	-	1,016,496	1,989,312
UF 90-Day Reserves	-	-	-	-	1,256,252
UF Equipment	-	-	-	-	237,963
UF Capital (2016 Bonds)	-	-	-	-	1,867,494
2017 Bond Funds	-	-	-	-	2,058,502
Totals	\$ 530,639	\$ 1,056,445	\$ 373,342	\$ 1,931,342	\$ 21,037,750

Allocation By Fund
December 31, 2019

Book and Market Value	Cash on Hand		Independent Bank - MMA (1.76%)		TexPool (1.623%)		Southside Bank - MMA (1.74%)		Alliance Bank - MMA (1.97%)		Alliance Bank (2.65%)		Alliance Bank (1.96%)	
GF Operating	\$	550	\$	698,604	\$	87,882	\$	1,008,489	\$	-	\$	-	\$	-
GF Street Reserve		-		805		11,094		215,296		-		-		-
GF Tax I&S		-		866,385		1,832		486,250		-		-		-
GF 90 Day Reserves		-		113,547		-		-		-		917,927		-
PEG Account		-		394,644		-		-		-		-		-
Street Capital		-		239,371		12,895		-		247,465		-		-
Hotel Fund		-		158,344		-		-		-		-		-
HHIT		-		624		-		-		-		-		-
Drainage Fund		-		217,218		-		-		-		-		-
Payroll Account		-		1,002		-		-		-		-		-
UF Operating	1,300			781,584		23,297		953,250		-		-		1,072,181
UF Deposits	-			114,583		1,621		-		-		-		-
UF Self-Supporting	-			64,115		117,129		315,385		-		-		-
UF 90-Day Reserves	-			439,785		-		-		-		-	809,193	-
UF Equipment	-			-		5,522		231,523		-		-	-	-
UF Capital (2016 Bonds)	-			1,577,659		10,302		-		-		-	-	-
2017 Bond Funds	-			249,697		-		2,025,912		-		-	-	-
Totals	\$	1,850	\$	5,917,968	\$	271,575	\$	5,236,105	\$	247,465	\$	917,927	\$	809,193
														1,072,181

Allocation By Fund
December 31, 2019

(continued)

	06/08/20	07/01/20	07/05/20	07/19/21	
Book and Market Value	Alliance Bank (2.95%)	East West Bank (2.97%)	Alliance Bank (2.95%)	Alliance Bank (2.45%)	Total
GF Operating	\$ -	\$ -	\$ -	\$ -	1,795,525
GF Street Reserve	-	-	-	-	227,195
GF Tax I&S	-	-	-	-	1,354,468
GF 90 Day Reserves	-	-	-	909,281	1,940,754
PEG Account	-	-	-	-	394,644
Street Capital	-	-	-	-	499,731
Hotel Fund	-	-	-	-	158,344
HHIT	-	-	-	-	624
Drainage Fund	-	-	-	-	217,218
Payroll Account	-	-	-	-	1,002
UF Operating	526,756	1,048,661	-	-	4,407,029
UF Deposits	-	-	370,609	-	486,814
UF Self-Supporting	-	-	-	1,010,312	1,506,941
UF 90-Day Reserves	-	-	-	-	1,248,978
UF Equipment	-	-	-	-	237,045
UF Capital (2016 Bonds)	-	-	-	-	1,587,961
2017 Bond Funds	-	-	-	-	2,275,610
Totals	\$ 526,756	\$ 1,048,661	\$ 370,609	\$ 1,919,593	\$ 18,339,883



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 11

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration and action on the extension of Jaynes, Reitmeier, Boyd & Therrell as the city's auditors for the audit years ending in 2020 and 2021.

STAFF RECOMMENDATION/ITEM SUMMARY:

The RFP for Independent Audit Services stated that the services were for "the fiscal years ending September 30, 2017, 2018 and 2019 with the option of auditing for the two subsequent years, 2020 and 2021. This agenda item is to request that we continue with Jaynes, Reitmeier, Boyd & Therrell for the additional years ending 2020 and 2021.

FISCAL IMPACT:

Amount Budgeted – Enter Dollar Amt.

Line Item in Budget – Enter Acct. #.

SUGGESTED MOTION:

I move to extend the agreement with Jaynes, Reitmeier, Boyd and Therrell as the city's auditors for the audit years ending 2020 and 2021.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 12

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and action on **Ordinance No. 2020-06** amending by replacing, updating, and clarifying Article III “Hotel Occupancy Taxes” of Chapter 70 “Taxation” of the Code of Ordinances of the City of Hewitt, Texas with a new Article III entitled “Hotel Occupancy Taxes” which address, amends, and updates the regulations imposing Hotel Occupancy Taxes and addresses short-term rental.

STAFF RECOMMENDATION/ITEM SUMMARY:

Upon review of the City Attorney, the need to make some modification to our ordinance for Hotel Occupancy Taxes was needed. The Ordinance before you takes into account housekeeping or format issues, matching state statute, further clarifying collections and remittance and including short term rentals for the purpose of registration and occupancy tax requirements.

FISCAL IMPACT:

Amount Budgeted – \$0
Line Item in Budget – FY '20-'21 budget.

SUGGESTED MOTION:

I move to approve Ordinance No. 2020-06.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY OF HEWITT, TEXAS AMENDING BY REPLACING, UPDATING, AND CLARIFYING ARTICLE III “HOTEL OCCUPANCY TAXES” OF CHAPTER 70 “TAXATION” OF THE CODE OF ORDINANCES OF THE CITY OF HEWITT, TEXAS WITH A NEW ARTICLE III ENTITLED “HOTEL OCCUPANCY TAXES” WHICH ADDRESSES, AMENDS, AND UPDATES THE REGULATIONS IMPOSING HOTEL OCCUPANCY TAXES AND ADDRESSES SHORT-TERM RENTALS; ESTABLISHING REGULATIONS IMPOSING A HOTEL OCCUPANCY TAX; PROVIDING FOR REPORTS; PROVIDING FOR THE COLLECTION OF THE TAX BY OWNERS AND PAYMENT OF THE TAX TO THE CITY; PROVIDING REMEDIES FOR FAILURE TO REPORT, COLLECT OR PAY THE TAX AND THE IMPOSITION OF PENALTIES; INTEREST, ATTORNEY’S FEES, AND ALL OTHER REMEDIES ALLOWED BY THE TEXAS TAX CODE; PROVIDING PROCEDURE FOR COLLECTION OF TAXES FROM SUCCESSOR OWNERS OF HOTEL AND THE LIABILITY OF SUCCESSOR OWNERS; ADDRESSING USE OF TAX REVENUES; EXPRESSLY INCLUDING SHORT-TERM RENTALS IN THE DEFINITION OF HOTEL; REQUIRING THE REGISTRATION OF SHORT -TERM RENTALS WITH THE CITY; MAKING FAILURE TO REGISTER OR OPERATING WITHOUT REGISTERING A CRIMINAL OFFENSE (MISDEMEANOR) PUNISHABLE BY A FINE NOT TO EXCEED \$500.00 PER DAY; MAKING EACH DAY OF VIOLATION A SEPARATE OFFENSE; PROVIDING FOR REVOCATION OF SHORT-TERM RENTAL REGISTRATION; REPEALING BY REPLACING ARTICLE III “HOTEL OCCUPANCY TAXES” OF CHAPTER 70 “TAXATION” OF THE CODE OF ORDINANCES OF THE CITY OF HEWITT, TEXAS EXCEPT AS TO ANY TAXES DUE OR OUTSTANDING OR ANY COLLECTION ACTIONS PENDING AT THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the current occupancy tax regulations of the City are in need of updating, amendment, and clarification, including to expressly address Short-Term Rentals; and

WHEREAS, it is in the best interest of the City and the public that these regulations be updated, amended and clarified;

WHEREAS, people have begun renting residential properties and other living structures as a place for persons traveling to stay or even vacation; and

WHEREAS, other than size, there is no functional difference in the businesses that these individuals are operating, and the operations of a hotel or motel; and

WHEREAS, Short-Term Rental operations should be reporting and paying occupancy taxes to the City; and

WHEREAS, the City Council finds it prudent to amend, update, and clarify these regulations, in one article of the City's Code of Ordinances entitled "Hotel Occupancy Taxes."

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

SECTION 1. The foregoing recitals are incorporated herein and made findings of fact.

SECTION 2. The current Article III "Hotel Occupancy Taxes" of Chapter 70 "Taxation" of the City Code of Ordinances of the City of Hewitt, Texas is AMENDED and REPLACED with the following:

ARTICLE III.-HOTEL OCCUPANCY TAXES.

Sec. 70-41- Definitions. The following words, terms and phrases are, for the purpose of this ordinance, except where the context clearly indicates a different meaning, defined as follows:

A. "Hotel" shall mean a building in which members of the public obtain sleeping accommodations for consideration. The term shall include a hotel, motel, Short-Term Rental, tourist home, tourist house, tourist court, lodging house, inn, bed and breakfast, or rooming house or any portion thereof, but does not include a hospital, sanitarium, nursing home, a dormitory or other housing facility owned or leased and operated by an institution of higher education, or an oilfield portable unit as defined in Section 152.001 of the Texas Tax Code. Under state law, a Short-Term Rental means the rental of all or part of a residential property to a person who is not a permanent resident and is expressly included in the definition of "Hotel". Section 156.001(b), Texas Tax Code, and the same is incorporated herein.

B. "Consideration" shall mean the cost of the room, sleeping space, bed or living space or other facilities in such Hotel and shall not include the cost of any food served or personal services rendered to the occupant not related to cleaning and readying such room or space for occupancy, and shall not include any tax assessed for occupancy thereof by any other governmental agency.

C. "Occupancy" shall mean the use or possession, or the right to use or possession of any room, space or sleeping facility or portion thereof in a Hotel for any purpose.

D. "Occupant" shall mean anyone, who, for a consideration, uses, possesses, or has a right to use or possess any room or rooms, or sleeping space or facility, or portion thereof in a Hotel under any lease, concession, permit, right of access, license, contract or agreement.

E. "Person" shall mean any individual, company, corporation, or association owning, operating, managing or controlling any hotel.

F. "Finance Department" shall mean the Finance Department of the City of Hewitt which is headed by the "Finance Director", who is the collector of occupancy taxes owed to the City.

G. "Quarterly Period" shall mean the regular calendar quarters of the year, the first quarter being composed of the months of January, February and March, the second quarter being the months of April, May and June, the third quarter being the months of July, August and September, and the fourth quarter being the months of October, November and December.

H. "Permanent Resident" shall mean any occupant who has or shall have the right to occupancy of any room or rooms or sleeping space or facility in a Hotel for at least thirty (30) consecutive days during the calendar year or preceding year.

I. "Short-Term Rental" shall mean a residential structure (including houses, duplexes, triplexes, condominiums, or other type of living unit), or a portion thereof rented for a tenancy of thirty (30) days or less. By state law, such is the rental of all or part of a residential property to a person who is not a permanent resident.

J. "Owner" means the owner of the Hotel, or if the space/structure is being sub-let, the lessee from the owner as lessor. In instances where the space/structure is being sub-let, the owner of title to the space or structure is jointly liable for City occupancy taxes.

Sec. 70-42- Imposition of Occupancy Tax.

There is hereby levied a tax upon the occupant of any room or space furnished by any Hotel where such costs of occupancy is at the rate of two dollars (\$2.00) or more per day, such tax to be equal to seven (7) percent of the consideration paid by the occupant of such room, space or facility to the Owner (or operator on behalf of the Owner) of such Hotel exclusive of other occupancy taxes imposed by other governmental units effective as of January 1, 2006. No tax shall be imposed hereunder upon a permanent resident. The price of the room does not include costs of food served or the cost of personal services, except for those services related to cleaning and readying the room for use or possession.

Sec. 70-43-Certain Government Employees.

No tax shall be imposed on the United States government; an agency or entity of the United States government; or an officer or employee of a governmental entity of the United States when traveling on or otherwise engaged in the course of official duties for the governmental entity. The State of Texas, or an agency, institution, board, or commission of this state other than an institution of higher education shall pay the tax but is entitled to a refund. To receive a refund of tax paid the governmental entity entitled to the refund must file a refund claim on a form provided by the City and containing the information required by the City. The State Comptroller by rule has prescribed the form that must be used and the information that must be provided. The state is entitled to the refund sought by a state official or employee. However, a state officer or employee of a state governmental entity for whom a special provision or exception to the general rate of reimbursement under the General Appropriations Act applies and who is provided with photo identification verifying the identity and exempt status of the person is not required to pay the tax and is not entitled to a refund.

Sec. 70-44-Collection, Reporting and Payment.

Every Owner or operator on behalf of the Owner shall collect the tax imposed in Section 5.5-87 hereof for the City of Hewitt, Texas. On the last day of the month following each quarterly period, every person required herein to collect the tax imposed in this ordinance shall file a report with the Finance Department showing the consideration paid for all room occupancies in the preceding quarter, the amount of tax collected on such occupancies, and any other information as the Finance Department may reasonably require. Every person required herein to collect the tax imposed in this ordinance shall pay the amount of tax collected from occupants during the period of the report at the time of filing the report as provided above.

Sec. 70-45-Audit.

On reasonable notice to the person required to collect the tax, the Finance Director or his or her designee must be allowed to review the books and records of the person responsible for collecting the tax to determine the correctness of reports provided and the amount of any taxes due. This is in addition to any audit powers or authority given by state law.

Sec. 70-46-Remedies and Enforcement.

The city attorney or other attorney acting for the City may bring suit against a person who is required to collect the tax imposed by this ordinance and pay the collections over to the City and who has failed to file a tax report or pay the tax when due to collect the tax or to enjoin the person from operating a hotel in the City until the tax is paid or the report filed, as applicable, as provided by the court's order. In addition to the amount of any tax owed under this ordinance, the person is liable to the City for:

- (1) the City's reasonable attorney's fees;
- (2) the costs of an audit conducted, as determined by the City using a reasonable rate, but only if the tax has been delinquent for at least two complete municipal fiscal quarters at the time the audit is conducted; and
- (3) a penalty equal to 15 percent of the total amount of the tax owed.

If a person required to file a tax report does not file the report as required by the City, the city attorney or other attorney acting for the city may determine the amount of tax due under this ordinance by:

- (1) conducting an audit of each hotel in relation to which the person did not file the report as required by the City; or
- (2) using the tax report filed for the appropriate reporting period with the state comptroller in relation to that hotel.

[If the person did not file a tax report under with the state comptroller for that reporting period in relation to that hotel, the city attorney or other attorney acting for the City may estimate the amount of tax due by using the tax reports in relation to that hotel filed during the previous calendar year for City or state occupancy taxes. An estimate made under this subsection is prima facie evidence of the amount of tax due for that period in relation to that hotel.]

The City shall be entitled to seek any other available remedies allowed by statute or charter.

Sec. 70-47-Procedures for Collection at Sale of Hotel.

If a person who is liable for the payment of occupancy taxes is the owner of the hotel, and sells the hotel, the successor to the seller or the seller's assignee shall withhold an amount of the purchase price sufficient to pay the amount due until the seller provides a receipt from the Finance Department showing that the amount has been paid or a certificate stating that no amount is due. The purchaser of a hotel who fails to withhold an amount of the purchase price as required by herein is liable for the amount required to be withheld to the extent of the value of the purchase price.

The purchaser of a hotel may request that the Finance Department issue a certificate stating that no tax is due or issue a statement of the amount required to be paid before a certificate may be issued. The Finance Department shall issue the certificate or statement within sixty (60) days after receiving the request. If the Finance Department fails to mail to the purchaser at the address he provides to the Finance Department, the certificate or statement within the applicable period provided herein to the purchaser at the address he provides to the Finance Department, the purchaser is released from the obligation to withhold the purchase price or pay the amount due.

Sec. 70-48-Registration of Short-Term Rentals.

A. Registration Required. An Owner or an operator on behalf of an Owner who wishes to offer a residential unit/living structure or any portion thereof as a Short-Term Rental shall register with the City. Registration shall be in writing on a short-term rental registration form prescribed by the City Manager. The date of receipt of a registration form shall be recorded by the City in a manner sufficient to verify the date of its submission. The Owner or operator must submit the following information on the registration form:

1. The physical address of the short-term residential/living unit;
2. The Owner's name, address, email address and telephone number and, if an operator is involved, the name, address, email address and telephone number of the operator;
3. If an operator is involved, the operator's relationship to the residential/living unit;
4. The name, physical address, email address and telephone number of all owners of the residential/living unit;
5. The name, physical address, email address and twenty-four-hour telephone number of a local contact who shall be responsible and authorized to respond to complaints concerning the use of the residential/living unit;
6. Such other information as the city manager or his/her designee deems reasonably necessary to administer this Article.

B. Duration. A registration is valid from the date of the City's receipt of a completed registration form containing all the required information and shall remain valid until withdrawn by the owner or operator, or the ownership or operator of the short-term residential/living unit changes; or until revoked as set forth below.

C. Condition of Registration. It is a condition of the initial and continued validity of a Short-Term Rental registration that the owner or the operator on the Owner's behalf has paid and remains current on the payment of all hotel occupancy taxes owed to the City under this Article and the Texas Tax Code. Failure to timely file reports or pay hotel occupancy taxes owed may result in revocation of the registration and enforcement by any of the enforcement methods/remedies set forth in this Article. This can include enjoining further operation of the Short-Term Rental.

D. Offense. Operating a Short-Term Rental without it being registered with the City is an offense (misdemeanor) punishable by a fine of up to \$500. Each day of violation is a separate offense.

Sec. 70-49-Use of Revenues.

All revenue derived from the occupancy tax imposed in this Article III will only be used to promote tourism and the convention and hotel industry, and that use is limited to the following:

A. The acquisition of sites for the construction, improvement, enlarging, equipping, repairing, operation and maintenance of convention center facilities or visitor information centers, or both;

B. The furnishing of facilities, personnel and materials for the registration of convention delegates or registrants;

C. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the city or its vicinity;

D. The encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design, and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, television, radio, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major artforms; and

E. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(1) at or in the immediate vicinity of convention center facilities or visitor information centers, or

(2) located elsewhere in the city or its vicinity that would be frequented by tourists and convention delegates.

At least that portion of the hotel occupancy tax equal to one (1%) percent of the consideration paid by an occupant of hotel rooms shall be allocated for the purposes in subsection C. The portion of the hotel occupancy tax revenue allocated by the city for the purposes provided in subsection A above may not exceed seventy-five (75%) percent of the total of such tax

revenue. No more than one (1%) percent of the consideration paid by an occupant of hotel rooms may be used for purposes specified in subsection D above. If the city does not allocate any hotel occupancy tax revenues for the purposes provided in subsection A above, then the city may not allocate more than fifty (50%) percent of the hotel occupancy tax revenues for the purposes provided by subsection E above.”

SECTION 3. Effective Date. This Ordinance takes upon publication of the caption by the City Secretary.

SECTION 4. Repeal. This Ordinance repeals by replacement the current Article III “Hotel Occupancy Taxes” of Chapter 70 “Taxation” of the City Code of Ordinances of the City of Hewitt, Texas; provided that repeal does not occur until the Effective Date of this Ordinance, and provided that such repeal shall have no effect on occupancy taxes owed prior to the Effective Date or on enforcement actions pending or for which judgment has been entered prior to the Effective Date of this Ordinance.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance, that no portion hereof, or provision or regulation contained herein, shall become inoperative or fail by reasons of the unconstitutionality or invalidity of any section, subsection, sentence, clause, or phrase or provision of this Ordinance.

SECTION 6. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2020.

CITY OF HEWITT, TX

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Michael W. Dixon, City Attorney



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 13

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and review of proposed propositions and possible appointment of a Charter Review Committee.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is the proposed proposition language for discussion. Staff is seeking direction from the Council with respect to the next steps in this Charter review process. The following options have been discussed and could be considered as the starting point for discussion on the next steps.

- 1) Appointment of a Charter Review Commission to review the recommended propositions and provide feedback
- 2) Conduct public hearings
- 3) Place recommended propositions on the website and provide copies to citizens upon request to allow for citizen input

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

None at this time.

ATTACHMENTS:

Propositions - Version 3-13-20

PROPOSITIONS---VERSION 3-13-20

General Note.

Several of the proposed changes are to provide flexibility to change as laws, practices, and circumstances change. Amending the Charter every time there is a change in law, practice, or circumstances is not efficient and is costly. Therefore, some of these proposed changes are written to provide general limits on authority, while giving the City Council the authority to provide for the specifics by ordinance.

Prop. 1

Shall the Charter of the City of Hewitt, Texas be amended to remove language included in the original charter for the purpose of transitioning from a General Law City to a Home Rule City, which language is no longer relevant and is outdated and to remove provisions only related to the act of passing the last version of the charter [Examples: Section 2.2 (second paragraph) relating to procedures after first and second elections following adoption of charter, 2.12 Existing Ordinances, 2.14 Interim Government, 12.15 Effect on Existing Laws, 12.16 Continuance of Contracts]?

Reason: to remove language as to past events that serves no continuing purpose and could cause confusion; reduce the size of the Charter by removing unnecessary provisions.

Prop. 2

Shall the city charter of the City of Hewitt, Texas be amended to change provisions of the charter which conflict with state law so that they comply with state law, or if a provision is incapable of being changed so that it is compliant with state law, to remove the provision. [Examples: 1.7 Annexation, 2.4 (30 day residency requirement for ward conflicts with state law filing period), 3.2 (30 day filing period where 45 days required by state law), 6.2 Municipal Judge-- change to two (2) year term and removal for good cause to comply with state law]

Reason: to make Charter provisions comply with applicable state law where in conflict.

Prop. 3

Shall the city charter of the City of Hewitt, Texas be amended to make other sections of the charter consistent with a change to a section of the charter so as to be uniform in the effect or meaning of the change, to re-number provisions as necessary, correct grammatical errors, and to substitute gender-neutral or gender-inclusive language for gender-specific language?

Reason: Create consistency in implementation of changes, fix grammatically incorrect language, and make Charter gender neutral.

Prop. 4

Shall Article II “City Council”, Section 2.2 of the charter of the City of Hewitt, Texas entitled “Election of council members, terms and compensation” be amended to clarify that each ward has two council member places and the seventh place on the city council is referred to as the “council member at-large” place; and to address wards and places, in conjunction with at-large election of those positions?

Reason: Clarify the current provision regarding Council places, expressly state the connection of 6 of the places to wards and explain the “council member at large” place. This change is purely for clarification-not substantive.

Prop. 5

Shall Article II “City Council”, Section 2.2 of the charter of the City of Hewitt, Texas entitled “Election of council members, terms and compensation” be amended to remove general language as to the number of council members to be elected in even numbered and odd numbered years and replace the same with language specifically identifying which council member positions are elected in even numbered years and which council member positions are elected in odd numbered years?

Reason: The current provision only states the number of council members up for election in even and odd years. The change would specifically identify the places up for election in even years and specifically identify the places up for election in odd years. This change is purely for clarification-not substantive.

Prop. 6

Shall Article II “City Council”, Section 2.4 of the charter of the City of Hewitt, Texas entitled “Qualifications” be amended to require a person running for a council position tied to a ward to have resided in that ward for at least six (6) months prior to filing for office?

Reason: 3 wards exist. Each ward has 2 council places assigned. The thought is that even though there is at-large voting, each area will have representation. The current provision requires a ward residency period of 30 days. This is removed by operation of proposition 2 because it cannot comply with law given that a candidate must file for a place on the ballot at least 45 days out—so a candidate who only lived in the ward 30 days before the election could never qualify because his/her filing deadline would have already passed. In addition, the 30 day residency requirement does not comply with the reason to have a residency requirement for a ward. The reason for the requirement is to assure that the candidate has had time to get to know the ward he/she seeks to represent. A 30 day period could also be subject to abuse (move to run).

A 6 month period better serves the reasoning behind having a ward residency requirement and would not be as prone to abuse.

Prop. 7

Shall Article II “City Council”, of the charter of the City of Hewitt, Texas be amended to add a new Section 2-12 entitled “Removal” which provides for a removal process for members of the City Council and the grounds for removal?

Reason: There is no process for a council member to be removed short of a recall election. For particularly egregious conduct or neglect of office, there is the thought that the council should have the ability to police itself. Protections are built in against abuse.

As an example, consider a council member who consistently interferes with day-to-day operations of the City and thereby creates confusion, discontent, and poor morale amongst employees and undermines the administration. If he/she continues to meddle after being warned by the Council, his/her continued service on the Council is a detriment to the City’s operations.

Prop. 8

Shall Article III “Elections” Section 3.1 “General Elections” of the city charter of the City of Hewitt, Texas be repealed and replaced by amendment to comply with state law as to the General Election date, provide for flexibility should election dates change by law in the future, recognize current practices which include contracting with the McLennan County Elections Administrator for conducting elections, provide for the appointment of election judges and clerks in non-contracted elections and compliance with the Texas Election Code in non-contracted elections?

Reason: The provision currently states the wrong date for the General Election and does not match the modern practice of conducting joint elections under contracts with the County Elections Administrator. The language of the provision is outdated and no longer fits actual practice.

Prop. 9

Shall Article III “Elections” Section 3.2 “Filing for Office” of the city charter of the City of Hewitt, Texas be repealed and replaced by amendment to provide that the filing period for a candidate is governed by the Texas Election Code, limit filing to one place on the Council, provide for the form and filing of an application for a place on the ballot, provide for verification of residency qualifications and procedure related to disqualification?

Reason: Make the provision comply with the filing requirements set forth in the Elections Code including if later amended (the requirement currently does not comply). Make clear that a candidate can file for only one place. Also, to address the application process, review of qualifications, and potential disqualification.

Prop. 10

Shall Article VII, Section 7.13 of the charter of the City of Hewitt, Texas regarding purchasing procedures be amended to remove the three (\$3,000) thousand dollar limit on budgeted items that the city council may authorize the city manager to purchase without prior city council approval and to give the city council authority to provide by ordinance that budgeted items not exceeding an amount set by the ordinance may be purchased by the city manager without further approval of the city council?

Reason: The \$3,000 limit is archaic and makes it extremely difficult for the City to operate. Purchases are often needed immediately and cannot be delayed (or should not be delayed) until the next Council meeting. It also makes payment of somewhat recurring obligations more difficult and involved than it should be. In addition, it also limits the ability to take advantage of certain deals or discounts that have time limits or a limited supply. The purchases have already been budgeted for by the Council and the Council still sets a maximum amount by ordinance. This also gives the Council flexibility to lower the limit later if issues arise.

Prop. 11

Shall Article VII, Section 7.13 of the charter of the City of Hewitt, Texas regarding purchasing procedures be amended to remove the reference to competitive bidding being required for contracts or purchases involving the expenditure of more than \$1,000 and replace that language with “competitive bidding shall be required for purchases or contracts as provided by applicable state law.”

Reason: Requiring competitive bidding for every purchase over \$1,000 would bring the City’s operations to a grinding halt. The City currently is not required to comply with this provision because the legislature, in passing the state competitive bidding statutes, realized that these outdated limits in charters existed in many cities. Thus the statutes provide that a city can opt to comply with state law instead of charter if it adopts the state law as part of its purchasing policy, which Hewitt has done. Therefore, it makes sense that this provision should be amended to require compliance with state law on competitive bidding. It has no effect as currently written.

Prop. 12

Shall Article VII, Section 7.13 of the charter of the City of Hewitt, Texas regarding purchasing procedures be amended to provide the city manager with authority to make an unbudgeted emergency expenditure or an emergency expenditure exceeding the city manager’s purchase amount limit imposed by ordinance without prior city council approval where funds are available to do so, and the expenditure is necessary to protect the city’s property, prevent the imminent disruption of city

services, or to protect the public health and safety from an imminent threat, with the limitation that the city manager cannot borrow money to cover the expenditure?

Reason: There is no provision in place for emergency purchases which may become necessary to protect the city's property, prevent the imminent disruption of city services, or to protect the public health and safety from an imminent threat. There are sufficient limitations on the purposes of such an expenditure to prevent abuse.

Prop. 13

Shall Article IX "Taxation" Section 9.1 of the city charter of the City of Hewitt, Texas entitled "Department of Taxation" be amended to match the modern practice of the City contracting with the McLennan County Appraisal District and the McLennan County Tax Assessor-Collector for the valuation and assessment of property taxes, with there being no Department of Taxation unless such is required in the future, in which case the council may create the department, and providing for the assessment and collection of other non-property taxes imposed by the City in accordance with the applicable laws of this State and the ordinances of the City.

Reason: The provision is outdated and does not reflect current practices. The City does not even have a "Department of Taxation;" and by statute contracts with the County for both appraisal and assessment of property taxes. The proposed change also addresses non-property taxes.

Prop. 14

Shall Article 10 "Planning and Zoning Commission and Board of Adjustment", Section 10.1 of the city charter of the City of Hewitt, Texas entitled "The Planning and Zoning Commission" be repealed and replaced with a new Section 10.1 requiring the City Council by ordinance to appoint a planning and zoning commission and to provide by ordinance for the number of members of the commission not to be less than five (5) nor more than nine (9) members and two (2) alternates, providing for two (2) year terms, providing for the Council to take such action by ordinance as is necessary to accomplish the change to two (2) year terms, and providing for members to be appointed by the City Council and for vacancies to be filled by the City Council?

Reason: This is an area where flexibility is needed as to the number of persons on the commission. Also, alternates are expressly provided for in the text by the proposed change. The proposed switch from 3 to 2 year terms is to encourage participation/service.

Prop. 15

Shall Article 10 "Planning and Zoning Commission and Board of Adjustment", Section 10.2 of the city charter of the City of Hewitt, Texas entitled "The Planning and Zoning Commission---Powers and Duties" be repealed and replaced with a new Section 10.2 entitled "The Planning and Zoning Commission---Organization, Meetings, and Powers and Duties" requiring the City Council to provide by ordinance or ordinances for the organization of the commission, the frequency and conduct of commission meetings, and any powers and duties of the commission beyond those expressly provided for by state law.

Reason: Provide flexibility in setting out how the commission operates. For example, as a result of H.B. 3167 the City now must effectively be ready to hold 2 commission meetings per month. Further, some of the powers stated in the existing provision are not matters that should involve the commission—such as a capital investment plan for the City. That encroaches on the authority reserved to the City Council and the City Manager. Further, it has never been the practice of the commission or the council to have the commission provide a capital improvements plan. Finally, there may be certain items that it would make sense for the commission to handle that are not specific statutory powers or there may be things that are currently in the provision as powers that should not be (ergo the capital improvement plan). This provision allows the City Council to determine what powers the commission should have beyond its statutory powers.

Prop. 16

Shall Article XI "Franchises; Utilities; Use of Streets" of the charter of the City of Hewitt, Texas be amended to reduce the number of sections from sixteen (16) to five (5) sections that address authority of the city to grant franchises, the term and non-exclusivity of franchises except as otherwise allowed by state law, rate regulation, franchise fees, and that terms and conditions of franchises and the city's rights thereunder are to be provided by ordinance, while removing outdated language and concepts and removing matters that are more appropriately addressed in an ordinance granting a franchise?

Reason: Reduce the provision to the most relevant and important concepts as most of the rest of the language is outdated or does not fit with current law and/or practice. Takes the provision from 16 sections to 5. There are no cookie cutter franchises, and each one has different laws and practices involved. Therefore, an ordinance-by-ordinance approach is a better fit.

Prop. 17

Shall Article XII "General Provisions" Section 12.8 of the city charter of the City of Hewitt, Texas be repealed and amended to update its provisions to meet modern practices and law by removing the \$3,000 amount at which performance and payment bonds are required for City contracts for public works and replacing the same by requiring performance and payment bonds where such are required by state statute, but still retaining the authority of the council to require bonds at a lesser threshold?

Reason: Outdated amount. This would drive small contractors out of contention for City contracts. It also would make all contracts under the statutory threshold more expensive by adding bonding costs to the contractors' price. In addition, most larger companies who can qualify for bonding do not want to do small projects and therefore either won't bid or will bid a wholly unreasonable price (the "we don't really want to do it but if you are crazy enough to pay this number we will" price).

Note: the statutory threshold for performance bonds is \$100,000 and the statutory threshold for payment bonds is \$50,000. *See* Sec. 2253.021, *Texas Government Code*.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2020

AGENDA ITEM #: 14

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto:

- Consideration and action on **Ordinance No. 2020-07** amending Ordinance No. 2020-05 addressing employee absences resulting from COVID-19; providing for sick leave for absences resulting from COVID-19 – related matters, and providing authority to City Manager to take proactive measures and to grant paid administrative leave.
- Ratify an Interlocal Cooperation Agreement between the Cities of Waco, Robinson, Hewitt, Woodway, Lorena, Lacy Lakeview, Bellmead, and other cities for the purpose of providing mutual aid where requested through their law enforcement agencies.
- Amended and restated Order of the County Judge and Commissioner's Court of McLennan County, Texas directing all individuals living in the County to shelter at their place of residence.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached for your consideration and action are the above documents related to the COVID-19 pandemic. Each item should be voted on separately.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

1) I move to approve Ordinance No. 2020-07." 2) I move to ratify the Interlocal Cooperation Agreement with the listed entities for the purpose of providing mutual aid with law enforcement agencies. 3) I move to adopt the Amended and Restated Order of the County Judge and Commissioner's Court of McLennan County, Texas.

ATTACHMENTS:

Ordinance No. 2020-07
Interlocal Cooperation Agreement
Amended and restated Order

ORDINANCE NO. 2020-07

**ORDINANCE OF THE CITY COUNCIL OF HEWITT, TEXAS
AMENDING ORDINANCE NO. 2020-05 ADDRESSING EMPLOYEE
ABSENCES RESULTING FROM COVID-19; PROVIDING FOR SICK
LEAVE FOR ABSENCES RESULTING FROM COVID-19- RELATED
MATTERS, AND PROVIDING AUTHORITY TO CITY MANAGER TO
TAKE PROACTIVE MEASURES AND TO GRANT PAID
ADMINISTRATIVE LEAVE WHERE CLOSURES OR STAGGERED
WORK-DAYS ARE INITIATED AS A PROACTIVE MEASURE OR
WORK TIME IS MISSED AS THE RESULT OF A PROACTIVE
MEASURE RELATED TO COVID-19**

WHEREAS, President Trump has declared the spread of COVID-19 a national emergency;

WHEREAS, Governor Abbot has declared the spread of COVID-19 an emergency for all Texas Counties;

WHEREAS, Sections 121.003 and 122.006 of the Texas Health and Safety Code provide that the City of Hewitt is authorized to adopt rules to protect the health of persons in the City;

WHEREAS, Mayor Turner, acting in accordance with authority granted to him under the Charter and under Section 418.108(a) of the Texas Government Code, declared a local state of disaster for the City of Hewitt due to concerns related to COVID-19;

WHEREAS, the "Families First Coronavirus Response Act" was enacted by President Trump on March 18, 2020;

WHEREAS, the emergent nature of this situation and its effect on employees justifies the City Council taking action to alleviate some of the stress and concern, to limit exposure, and to avoid employees coming to work with symptoms of the virus or after potential exposure because of the need to earn a living;

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

1. The City finds that a public purpose of the City is served by the actions taken herein, being the retention of City employees and preservation of the City workforce.

2. *Effective April 2, 2020*---in addition to the City's Sick Leave Policy, and as mandated by the Families First Coronavirus Response Act, full-time employees shall have an additional 80 hours of paid sick leave and part-time employees shall have the number of hours as typically worked during a two-week period because the employee is:

- i. subject to a federal, state or local quarantine or isolation order related to COVID-19;
- ii. advised by a health care provider to self-quarantine due to COVID-19 concerns;

- iii. experiencing COVID-19 symptoms and seeking medical diagnosis;
- iv. caring for an individual subject to a federal, state or local quarantine or isolation order or advised by a health care provider to self-quarantine due to COVID-19 concerns;
- v. caring for the employee's child if the child's school or place of care is closed or the child's care provider is unavailable due to public health emergency; or
- vi. experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

3. The paid sick time provided by the Families First Coronavirus Response Act expires on December 31, 2020 and does not carry over into the next year.

4. The paid sick time provided by the Families First Coronavirus Response Act may be used before any additional sick leave that the employee may have already accrued.

5. In accordance with the Families First Coronavirus Response Act and its expansion of the Emergency Family Medical Leave Act, any employee who has worked for the City for more than 30 days, may take up to twelve weeks of FMLA leave for absences related to COVID-19 as described in roman numeral v in Paragraph 2 of this Ordinance. Employees must use any accrued paid leave during that time period.

The first ten days of expanded FMLA leave under the Families First Coronavirus Response Act are unpaid if an employee does not have any accrued paid time off. Thereafter, the next 10 weeks of leave will be paid at 2/3rds of the employee's salary or rate in accordance with Section 110 (b) of the Families First Coronavirus Response Act.

6. Except for childcare-related leave, an Employee shall notify his or her supervisor of the need for leave related to COVID-19 by telephone call. For childcare-related leave the notification must be in person. For purposes of childcare-related leave an essential employee necessary for public services to be provided may be denied leave unless there is no possible alternative for childcare. The City will work with the employee to explore possible alternatives. The City shall reimburse the employee for the cost of obtaining any in-home or other childcare.

7. The employee taking the leave must provide (or have provided) to the City's Human Resources Department proof that the leave is eligible under this policy (i.e. doctor's note, identification of a childcare facility closure, health district note, or other acceptable information). Except for the childcare provision, the employee shall not wait on documentation or any decision of the Human Resources Department or the Department Head as to his or her eligibility for leave before the starting the leave. Proof required by this section may be furnished by email, mail, or other form of delivery. If the employee turns out to be ineligible for the leave, the leave will be offset against existing paid sick leave accruals or will be a debit against such accruals in the future.

8. Totally separate from the foregoing, the City Manager is authorized to take proactive actions to address the COVID-19 threat, including closing departments, separate shifts and staggered workdays, or otherwise sending employees home. In the event an employee misses work-days /hours because of any such actions, the City Manager is authorized to grant the employee up to 80 hours of paid administrative leave for work-time missed.

Passed this ____ day of April 2020.

CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Michael W. Dixon, City Attorney

Employment

(Corrections in red.)

What is the Families First Coronavirus Response Act?

The Families First Coronavirus Response Act (the "Act") is a federal law that was passed by Congress on March 18, 2020, in response to COVID-19. The Act creates, among other things, Emergency Family and Medical Leave Expansion Act and the Emergency Paid Sick Leave Act. The Act provides payroll tax credits to employers to cover the wages paid to employees under the Act, but state and local governments are not eligible to claim these credits. The law goes into effect on ~~April 2, 2020~~ April 1, 2020, and the Department of Labor is required to issue guidelines within 15 days to assist employers in calculating the amount of emergency paid sick time.

EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT

The Emergency Family and Medical Leave Expansion Act temporarily amends and expands the Family and Medical Leave Act until December 31, 2020, to provide paid job-protected leave to both a full-time and a part-time employee who has been employed for at least 30 calendar days by an employer, including a city, with fewer than 500 employees. The law applies to any city regardless of size.

What is an employee entitled to?

An employee is eligible for paid leave if the employee is unable to work or telework due to a need for leave to care for the employee's child if the child's school or child care provider has been closed, or the child care provider is unavailable, due to COVID-19.

Eligible full-time employees and part-time employees are entitled to 12 weeks of job-protected leave. The first 10 days of the 12-weeks job-protected leave shall be unpaid, but an employee may elect to substitute any accrued paid time off (including vacation, personal, medical or sick leave) offered to the employee by the city for the unpaid leave. However, the employee would still be eligible for emergency paid sick leave pursuant to the Emergency Paid Sick Leave Act at two-thirds the employee's regular rate of pay that would cover the first 10 days (see explanation under Emergency Paid Sick Leave Act, below). Subsequently, a city shall provide paid leave in an amount that is not less than two-thirds of an employee's regular rate of pay and the number of hours the employee would otherwise be normally scheduled to work, up to \$200 per day and \$10,000 in the aggregate. For part-time employees whose schedules vary from week to week such that a city is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken leave, the city shall use a number equal to the average number of hours that the employee was scheduled per day over the six-month period before the employee took leave, including any leave hours that the employee may have previously taken. If the employee did not work over such time-period, the city shall use the average number of hours of day the city, at the time of hire, reasonably expected to normally schedule the employee.

Upon expiration of the 12-week leave period, an eligible employee who took leave shall, on return from such leave, be entitled to be: (1) restored to the position the employee held when the leave commenced; or (2) restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. These requirements do not apply to a city that employs less than 25 employees if: (1) the position held by the employee when the leave commenced does not exist due to economic conditions or other changes in the operating conditions of the city that affect employment and are caused by COVID-19; (2) the city took reasonable efforts to restore the employee to an equivalent position with equivalent employment benefits; and (3) if the reasonable efforts fail, the city makes reasonable efforts to contact the employee within a one-year period (from date on which qualifying need for leave ended or the date the 12-weeks leave ends) if an equivalent position becomes available.

What notice is an eligible employee required to provide?

When the need for leave is foreseeable, an eligible employee shall provide the employer notice of leave as is practicable.

Are employees who are emergency providers exempt?

A city that employs an emergency responder may elect to not provide such employee with paid family and medical leave.

EMERGENCY PAID SICK LEAVE ACT

Who is eligible for emergency paid sick time?

A city that employs at least one employee is required to provide emergency paid sick leave to each full-time or part-time employee, regardless of how long the employee has been employed by the city, if the employee is unable to work or telework because of one or more of the following reasons, if related to COVID-19:

- The employee is subject to a federal, state, or local quarantine or isolation order;
- The employee has been advised by a health care provider to self-quarantine;
- The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- The employee is caring for an individual who is subject to a federal, state or local quarantine or isolation order or has been advised to self-quarantine;
- The employee is caring for a child of the employee if the child's school or childcare provider has been closed or the childcare provider is unavailable due to COVID-19 precautions; or
- The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of Labor.

What is an employee entitled to receive?

Eligible full-time employees are entitled to 80 hours of emergency paid sick time at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) to self-quarantine, seek a diagnosis or preventative care, or receive treatment for COVID-19. Eligible part-time employees

are entitled to emergency paid sick leave for the same reasons at their regularly rate of pay (up to \$511 per day or \$5,110 in total) for the number of hours equal to the number of hours that such employee works, on average, over a two-week period.

Additionally, full-time employees are entitled to 80 hours of emergency paid sick time at two-thirds the employee's regular rate of pay (up to \$200 per day and \$2,000 in total) to: (1) care for an individual who is subject to a quarantine or isolation order; (2) to care for a child whose school is closed or child care provider is closed or unavailable, or (3) if the person is experience any substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of Labor.

Similarly, a part-time employee is entitled to emergency paid sick time for the same reasons at two-thirds of the employee's regular rate of pay (up to \$200 per day and \$2,000 in total) for the number of hours equal to the number of hours that such employee works, on average, over a two-week period. For part-time employees whose schedules vary from week to week, such that a city is unable to determine with certainty the number of hours the employee would have worked if the employee has not taken leave, the city shall use a number equal to the average number of hours that the employee was scheduled per day over the 6-month period before the employee took leave, including any leave hours that the employee may have previously taken. If the employee did not work over such period, the city shall use the average number of hours of day the city reasonably expected would normally be scheduled for the employee at the time of hire.

A city may not require an employee to use other paid leave provided to the employee by the city before the employee can use emergency paid sick time. Additionally, a city cannot require, as a condition of providing emergency paid sick time, that the employee needing leave search for or find a replacement employee to cover the hours during which the employee is using paid sick time. Also, emergency paid sick leave cannot be carried over from one year to the next.

What notice is required?

After the first workday, or portion thereof, an employee receives emergency paid sick time, an employer may require the employee to follow reasonable notice procedures in order to continue receiving such paid sick time.

Are emergency responders exempt?

The Department of Labor has the authority to issue regulations to exclude certain emergency responders from the requirement of the law, including by allowing employers of such employees to opt out.

What notice is required?

An employer is required to post and keep posted in conspicuous places on the premises of the employer where notices to employees are customarily posted. A copy of the notice to be posted should be available from the Department of Labor by March 25, 2020.

What other legal obligations apply?

An employer is prohibited from discriminating and/or retaliating against an employee who takes emergency paid sick leave, files a complaint or testifies in any proceeding to enforcing the requirements of this law. An employer who violates the provisions of the emergency paid sick leave shall be considered to have failed to pay minimum wage in violation of the Fair Labor Standards Act, and is subject to penalties. Additionally, the provisions of the paid sick leave act do not diminish the rights or benefits that an employee is entitled to under any other state or local law, collective bargaining agreement or existing employer policy.

Has the Department of Labor issued guidance on the Families First Coronavirus Response Act (FFCRA)?

Yes. We [reported](#) last week that, in response to the COVID-19 pandemic, Congress adopted new legislation that expands the Family and Medical Leave Act and provides for paid emergency sick leave. Yesterday, the Department issued an initial set of [questions and answers](#) (Q&As) interpreting this legislation. Of note is that the Q&A sets the effective date of the FFCRA provisions as April 1, 2020. Although the Q&A provides additional information, many questions remain unanswered. As provided under the legislation, further guidance and implementing regulations are expected in the near future. We will continue to monitor and report back on this issue.

The Department has also [indicated](#) that they do not intend to enforce the requirements of the Act through April 17, 2020, to enable covered employers to come into compliance with the new legislation.

Has the Department of Labor released a copy of the notice that an employer is required to post?

Yes. This morning, the Department released a copy of the [notice](#) that an employer is required to post. Each city must post the notice in a conspicuous place on its premises, and may satisfy this requirement by emailing or direct mailing this notice to employees, or posting this notice on an employee information internal or external website. The Department has also issued a set of [FAQs](#) related to the notice.

How can a city participate in providing input to the Department of Labor in regard to the implementation of FFCRA?

The Department is providing an opportunity for employers, workers, and their advocacy groups to participate in a [national online dialogue](#) through Sunday, March 29, 2020. According to the Department, “[t]his national online dialogue provides an opportunity for employers and workers to play a key role in shaping the development of the Department of Labor’s compliance assistance materials and outreach strategies related to the implementation of FFCRA. The Wage and Hour Division (WHD) will use the ideas and comments gathered from this dialogue to develop compliance assistance guidance, resources and tools, as well as outreach approaches that

assist employers and workers in understanding their responsibilities and rights under the paid leave provisions of the FFCRA.”

Interested cities must [register](#) to participate.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the Cities of Waco, Robinson, Hewitt, Woodway, Lorena, Lacy Lakeview, Bellmead, and other cities that may join in this Interlocal Cooperation Agreement for the purpose of providing mutual aid where requested through their law enforcement agencies.

PREMISES

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

WHEREAS, Chapter 362 of the Texas Local Government Code, as amended, authorizes a county, municipality, or joint airport to enter into agreements for the performance of law enforcement assistance; and

WHEREAS, the parties hereto have commissioned police officers who operate as the Police Department of the respective cities; and

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

ARTICLE 1: RELATIONSHIP BETWEEN THE PARTIES

- 1.1 It is specifically agreed among the Parties to this Agreement that each party shall have no legal liability whatsoever for or with respect to any action or inaction of any other party, its employees, subcontractors, agents or assigns, or other party to this Agreement.
- 1.2 Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The relationship of cooperating Cities, with respect to any service or function undertaken as a result of or pursuant to this Agreement, shall be that of independent contractors.
- 1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship.
- 1.4 No City shall have liability for another City Police Department's use of that other City's property or facilities, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of said other City. The Cities covenant and agree that:
 - a. Each City shall be solely responsible, as between it and the other Cities, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by that City's Police Department or its agents, officers, employees, and subcontractors, while providing or delivering any service undertaken by that City pursuant to this Agreement.

- b. Each City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure each such City and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by that City or its agents, officers, employees, and subcontractors in the course of their duties.
- 1.5 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. The parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental or charitable immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents. Furthermore, nothing in this Agreement shall waive or limit the entitlement of an officer, serving any entity, to official or qualified immunity.
- 1.6 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no party hereto shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

ARTICLE 2: MUTUAL AID & ASSISTANCE

- 2.1 The entity providing assistance is the responding agency.
- 2.2 The entity requesting assistance and receiving the assistance is the requesting agency.
- 2.3 Any agency may request the assistance of another party agency when technical or personnel limitations suggest that doing so would result in a beneficial response to the safety and security of the individuals served by the respective Departments. A request for mutual aid shall include a statement of the amount and type of personnel and/or equipment being requested, and the location to which such personnel and/or equipment are to be dispatched. The actual amount and type of personnel and/or equipment to be furnished shall be determined by the officer in charge of the responding agency. Any request to render assistance and aid shall be responded to as necessary to provide and make available the personnel and/or equipment requested. Provided, however that the responding agency may withhold or withdraw personnel and equipment to the extent necessary to provide reasonable police services within its own jurisdiction.
- 2.4 Personnel from the responding agency shall report to the officer in charge of the requesting agency at the location to which the equipment is dispatched. The Incident Command shall be with the chief law enforcement officer for the requesting agency. If the chief of the agency is unavailable, then the highest-ranking available officer of the requesting agency shall serve as the Incident Commander. If there is no law enforcement officers employed or available from the requesting agency, then Incident

Command shall be with the Responding Agency. The Incident Commander shall be a commissioned, full time peace officer. Non-law enforcement personnel shall not serve as the Incident Commander. The personnel of the responding agency shall remain under the supervision and direction of officers from the responding agency.

2.4.1 When a SWAT/Negotiations Unit responds to a call for assistance, the commander, or other supervisor, of the Unit shall be in control of the tactical operations performed by SWAT/Negotiations. The officers within the SWAT/Negotiations Unit shall respond to orders from the Section Commander or other supervisor of the SWAT/Negotiations Unit. The commander, or supervisor, of the Section shall make recommendations to the Incident Commander of the requesting agency and no tactical operations shall be initiated without the approval of the Incident Commander unless necessary to immediately preserve human life.

2.4.2 The requesting agency shall be responsible for and shall assume all responsibility for any and all liability claims for any and all damage allegedly occurring to any real or personal property owned by a third party as a result of actions by the a SWAT/Negotiations Unit, or other tactical personnel who relieve or assist such Section, provided that any such actions (i.e. actions taken by the SWAT/Negotiations Unit, or other tactical personnel who relieve or assist such Section that result in a liability claim for damage allegedly occurring to any real or personal property owned by a third party) are not in violation of any law, ordinance, or order/regulation of the Responding Party's Police Department.

Provided further, however, that nothing in this paragraph is intended to, nor shall it in any manner be construed to waive any immunity provided for or available to the requesting agency or create any third-party beneficiary rights for any person or entity.

2.5 This Agreement shall not be construed to cause personnel from the responding agency to undertake an assignment which the officer in charge of personnel from the responding agency considers to be unreasonably dangerous or to place the responding agency personnel at an unnecessary risk of injury or death.

2.6 If an on duty law enforcement officer of any law enforcement agency made a party to this Agreement personally observes a law enforcement officer of the other agency involved in an emergency situation where it is obvious that immediate assistance and/or backup is necessary and proper for the safety of the officer and/or other persons, such on-duty officer may provide such assistance as the officer is capable of rendering under the circumstances.

2.7 **Status of Officer.** While any law enforcement officer regularly employed as such by a party agency, is in the service of another party agency, that officer shall have all investigative and arrest authority of the law enforcement agency in the area covered by this agreement. Law enforcement officers operating in the requesting agency jurisdiction shall have all the powers of a regular law enforcement officer for that agency as

fully as though that officer were within his own jurisdiction where he is regularly employed. That officer's qualifications for office where he is regularly employed shall constitute his qualifications for office in such other agency and no other oath, bond, or compensation need be made. Officers from the responding agency may operate, upon mutual agreement of the parties, under the supervision and direction of supervisory personnel from the requesting agency.

However, this shall not be so construed to cause an officer of either agency to be forced to obey commands, when the command from the officer of the other agency would place the officer under an unnecessary risk. Additionally, an officer retains the power and duty to cease to assist if, in that officer's professional opinion, the officer is being asked or required to perform any act in violation of any law, ordinance, or order/regulation of the officer's department.

- 2.8 **Compensation.** Any law enforcement officer who provides services pursuant to this agreement shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury, death or disability benefits, the same as though the service had been rendered by the officer for the agency which regularly employs said officer. These shall be paid by the agency regularly employing the officer and the other agency shall have no responsibility or liability for any wages, salary, pension, or other benefits unless other compensation agreements exist between the parties covered in this agreement.
- 2.9 **Other Expenses.** All costs associated with: the use of any equipment; damage to equipment or clothing; replacement of lost, damaged, or destroyed equipment; as a result of providing assistance pursuant to this agreement, shall be the responsibility of the agency owning such property.

ARTICLE 3: OPERATIONAL INITIATIVES

- 3.1 The Parties will create timely notification systems for criminal activity pursuant to Local, State and Federal requirements.
- 3.2 The Parties agree to implement communication and information technology infrastructure to promote interoperability to coordinate operations to the extent permitted by law and available resources.
- 3.3 The Parties agree to share appropriate information to clarify jurisdictional boundaries and responsibility. Modifications will be shared as soon as possible after changes are in effect.
- 3.4 The Parties agree to share information about ongoing investigations as permissible in Local, State and Federal statutes.
- 3.5 The Parties agree to support outreach efforts by each agency for the prevention of criminal activity and education efforts regarding reporting requirements and victim's rights.

- 3.6 The Parties agree to coordinate efforts to provide appropriate resources to victims of crime in the jurisdictional areas covered by this agreement.

ARTICLE 4: TERMS OF AGREEMENT

- 4.1 The initial term of this Agreement shall be for a period of one (1) year beginning on the date each party joins the agreement.
- 4.2 Thereafter, this Agreement shall be renewed for successive one (1) year terms, unless either party provides notice of intention to terminate in accordance with section 4.3 below.
- 4.3 This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

ARTICLE 5: MISCELLANEOUS PROVISIONS

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

CITY OF WACO, TEXAS

By: _____
Wiley Stem, City Manager

Ryan Holt, Chief of Police

Date: _____

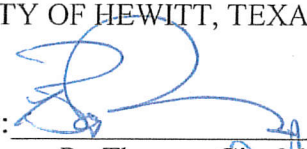
CITY OF ROBINSON, TEXAS

By: _____
Craig Lemin, City Manager

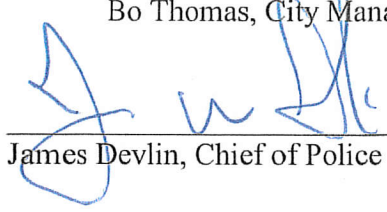
Phillip Prasifka, Chief of Police

Date: _____

CITY OF HEWITT, TEXAS

By: 

Bo Thomas, City Manager


James Devlin, Chief of Police

Date: 4-8-2020

CITY OF WOODWAY

By: _____
Shawn Oubre, City Manager

Bret Crook, Dir. of Public Safety

Date: _____

CITY OF LORENA, TEXAS

By: _____
Joseph Pace, City Manager

Tom Dickson, Chief of Police

Date: _____

CITY OF LACY LAKEVIEW, TEXAS

By: _____
Keith Bond, City Manager

John Truehitt, Chief of Police

Date: _____

CITY OF BELLMEAD, TEXAS

By: _____
Yousry "Yost" Zakary, City Manager

Daniel Porter, Chief of Police

Date: _____

**ORDER OF THE COMMISSIONER'S COURT OF McLENNAN COUNTY,
TEXAS EXTENDING THE COVID-19 LOCAL DISASTER
DECLARATION FOR McLENNAN COUNTY AND EXTENDING THE
ORDER OF THE COUNTY JUDGE AND COMMISSIONER'S COURT
DATED MARCH 24, 2020 (as previously extended on March 31, 2020)**

WHEREAS, on March 23, 2020 the McLennan County Commissioners Court entered its Shelter in Place Order for McLennan County, and Restated and Amended said Shelter in Place Order on March 24, 2020 (hereinafter "Shelter in Place Order"), all in response to the state of disaster and local public health emergency created by the COVID-19 pandemic; and

WHEREAS, on March 31, 2020, the Commissioners Court was presented with information indicating that the conditions creating the state of disaster and public health emergency could extend into at least May 2020; and

WHEREAS, based on such information the Commissioners Court extended the state of disaster, along with the Shelter in Place Order, until April 21, 2020; and

WHEREAS, it has become apparent that the state of disaster and public health emergency will extend beyond April 21, 2020 and that the Shelter in Place Order will need extended, and it is important for the public to have information on the need for extensions of the Shelter in Place Order as early as possible for planning and preparation; and

WHEREAS, this action is based on medical and epidemiological information and estimates.

NOW, THEREFORE

BE IT ORDERED BY THE COMMISSIONERS COURT OF McLENNAN COUNTY,
TEXAS THAT:

- 1) the above recitals are incorporated herein and made findings of fact;

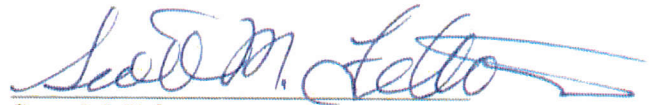
2) the state of disaster and public health emergency declared in and for McLennan County is extended through April 30, 2020;

3) the Shelter in Place Order and its various restrictions as restated and amended on March 24, 2020 is extended through April 30, 2020;

4) This Extension Order shall be filed with the County Clerk; and

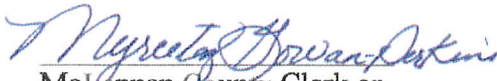
5) This Extension Order shall be posted on McLennan County's website.

PASSED this 14th day of April 2020.



Scott M. Felton
County Judge
McLennan County, Texas

ATTEST:



McLennan County Clerk or
Designated Deputy Clerk

AMENDED AND RESTATED ORDER OF THE COUNTY JUDGE AND COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS DIRECTING ALL INDIVIDUALS LIVING IN THE COUNTY TO SHELTER AT THEIR PLACE OF RESIDENCE EXCEPT THAT THEY MAY LEAVE TO PROVIDE OR RECEIVE CERTAIN ESSENTIAL SERVICES OR ENGAGE IN CERTAIN ESSENTIAL ACTIVITIES AND WORK FOR ESSENTIAL BUSINESSES AND GOVERNMENTAL SERVICES; EXEMPTING INDIVIDUALS EXPERIENCING HOMELESSNESS FROM THE SHELTER IN PLACE ORDER BUT URGING THEM TO FIND SHELTER AND GOVERNMENT AGENCIES TO PROVIDE IT; DIRECTING ALL BUSINESSES AND GOVERNMENTAL AGENCIES TO CEASE NON-ESSENTIAL OPERATIONS AT PHYSICAL LOCATIONS IN THE COUNTY; PROHIBITING ALL NON- ESSENTIAL GATHERINGS OF ANY NUMBER OF INDIVIDUALS; AND ORDERING CESSATION OF ALL NON-ESSENTIAL TRAVEL

WHEREAS, in December 2019, a novel coronavirus, now designated Coronavirus disease 2019 (COVID-19), was detected in Wuhan County, Hubei Province, China; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 as a pandemic and urged that all countries take urgent and aggressive action; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency regarding COVID-19; and

WHEREAS, on March 13, 2020, Governor Greg Abbott declared a state of disaster due to COVID-19; and

WHEREAS, on March 15, 2020, the Centers for Disease Control ("CDC") lowered the recommended number of persons at mass gatherings to 50 persons; and

WHEREAS, on March 16, 2020, the CDC lowered the recommended number of persons at mass gatherings to 10 persons; and

WHEREAS, on March 19, 2020, Texas Governor Greg Abbott issued orders, prohibiting social gatherings in excess of 10 people; and

WHEREAS, on March 22, 2020, the Governor issued orders dealing with hospital care during this crisis; and

WHEREAS, at his March 22, 2020 press conference, the Governor acknowledged that the urban centers may need to enact more stringent measures to address this public health emergency and stated that he would applaud the cities and counties for doing so; and

WHEREAS, because of the risk of the rapid spread of the virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services to continue, and the desire to slow the spread of COVID-19 to the maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the County and throughout the Central Texas area, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the County places it at risk for serious health complications, including death, from COVID-19. Due to the outbreak of the COVID-19 virus in the general public, which is now a pandemic according to the World Health Organization, there is a public health emergency throughout the County. Making the problem worse, some individuals who contract the COVID-19 virus have no symptoms or have mild symptoms, which means they may not be aware they carry the virus. Because even people without symptoms can transmit the disease, and because evidence shows the disease is easily spread, gatherings can result in preventable transmission of the virus. The scientific evidence shows that at this stage of the emergency, it is essential to slow virus transmission as much as possible to protect the most vulnerable and to prevent the health care system from being overwhelmed. One proven way to slow the transmission is to limit interactions among people to the greatest extent practicable. By reducing the spread of the COVID-19 virus, this Order helps preserve critical and limited healthcare capacity in the County; and

WHEREAS, this Order is necessary to slow the rate of spread of COVID-19. Local health officials, the local hospitals, and the Waco-McLennan County Public Health District are all calling for this action to flatten the curve of the virus transmission, and have warned that not taking action could result in the medical resources of McLennan County being overcome.

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation; and

WHEREAS, extraordinary and immediate measures must be taken to respond quickly to prevent and slow down community spread of COVID-19; and

WHEREAS, on March 18, 2020 the County Judge issued a declaration of a local disaster and mitigating orders, and thereafter, on March 19, 2020 this Commissioners Court Extended the Judge's Declaration and amended the mitigating orders on the County Judge's recommendation, and on March 23, 2020 this Commissioners Court again recognized the continuing state of disaster and issued a Shelter in Place Order brought forward by the County Judge based on recommendations that he had received from medical providers and the Health District indicating that such was necessary to avoid a substantial increase in positive COVID-19 cases; and

WHEREAS, this Amended and Restated Order is intended to remove an errant reference to a statute not applicable, to clarify the professional services contained on the exempt on the list of Essential Businesses, to clarify that professors and teachers are allowed to travel to provide or create long distance learning content, and to clarify the history leading to this Amended and Restated Order.

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY JUDGE AND COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS, UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE SECTION 418.108 THAT:

1. The foregoing recitals are incorporated herein and made findings of fact.
2. That a local state of disaster and public health emergency is hereby continued and declared for McLennan County, Texas. Such being a continuation of the County Judge's Declaration of March 18, 2020, and the subsequent consents to continuation and a declaration by this Commissioners Court itself in agreement with the County Judge's determination.
3. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster that is being continued hereby shall continue until April 7, 2020 unless continued or renewed by this Commissioners Court. This Order, having been brought before the Court by the County Judge shall be considered an order of the County Judge in addition to an order of this Commissioners Court.
4. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
5. Pursuant to §418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the County's emergency management plan.
6. All individuals currently living within the McLennan County, Texas (the "County") are ordered to shelter at their place of residence. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses, all as defined in Section 10. Individuals experiencing homelessness are exempt from this Section but are strongly urged to obtain shelter.
7. All businesses with a facility in the County, except Essential Businesses as defined below in Section 10, are required to cease all activities at facilities located within the County except Minimum Basic Operations, as defined in Section 10. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open, however, even Essential Businesses are encouraged to determine essential staff necessary to operate and send non-essential staff home. To the greatest extent feasible, Essential Businesses shall comply with Social Distancing Requirements as defined in Section 10 below, including, but not limited to, when any customers are standing in line.
8. All public and private gatherings of any number of people occurring outside a household or living unit are prohibited, except for the limited purposes as expressly permitted in Section 10. Nothing in this Order prohibits the gathering of members of a household or living unit.

9. All travel, except Essential Travel and Essential Activities as defined below in Section 10, is prohibited. People must use public transit only for purposes of performing Essential Activities or to travel to and from work to operate Essential Businesses or maintain Essential Governmental Functions. People riding on public transit must comply with Social Distancing Requirements as defined in Section 10 below, to the greatest extent feasible. This Order allows travel into or out of the County to perform Essential Activities, operate Essential Businesses, or maintain Essential Governmental Functions. This does not prevent checking on relatives or other such matters.

10. Definitions and Exemptions.

a. For purposes of this Order, individuals may leave their residence only to perform any of the following "Essential Activities:"

- i. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including, but not limited to, pets), such as, by way of example only and without limitation, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies they need to work from home;
- ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences;
- iii. To engage in outdoor activity, such as by way of example walking, hiking, bike-riding. Except for individuals sheltering together in the same residence, participants in such activities shall comply with Social Distancing Requirements as defined in this Section;
- iv. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations; and
- v. To care for a family member or pet in another household.

But people at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care.

b. For purposes of this Order, individuals may leave their residence to work for or obtain services at any "Healthcare Operations" including hospitals, clinics, dentists, pharmacies, pharmaceutical, and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, or any related and/or ancillary healthcare services. "Healthcare Operations" also includes veterinary care and all healthcare services provided to animals. This exemption shall be construed broadly to avoid any impacts to the delivery of healthcare, broadly defined. "Healthcare Operations" does not include fitness and exercise gyms and similar facilities.

c. For purposes of this Order, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of "Essential Infrastructure," including, but not limited to, construction, airport operations, water, sewer, gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, internet,

and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with Social Distancing Requirements as defined this Section, to the extent possible.

d. For purposes of this Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel, and others who need to perform essential services are categorically exempt from this Order. Further, nothing in this Order shall prohibit any individual from performing or accessing "Essential Governmental Functions," as determined by the governmental entity performing those functions. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements as defined in this Section, to the extent possible.

e. For the purposes of this Order, covered businesses include any for-profit, non-profit, or educational entities, regardless of the nature of the service, the function they perform, or its corporate or entity structure.

f. For the purposes of this Order, "Essential Businesses" means:

- i. Healthcare Operations and Essential Infrastructure;
- ii. Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products), liquor stores. This includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences;
- iii. Food cultivation, including farming, livestock, and fishing;
- iv. Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
- v. Newspapers, television, radio, and other media services;
- vi. Gas stations and auto-supply, auto-repair, and related facilities;
- vii. Banks and related financial institutions;
- viii. Hardware and construction supply stores;
- ix. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, Essential Activities, and Essential Businesses;
- x. Businesses providing mailing and shipping services, including post office boxes;
- xi. Laundromats, drycleaners, and laundry service providers;
- xii. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up or take-away basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site.

Note [Patrons may not wait inside a restaurant for their food orders. If there is a line or gathering of persons (outside of their vehicles) waiting to be served, this places everyone in the line or gathering at a higher risk of transmission of COVID-19. Restaurants are urged to create a system that does not involve such lines or gatherings of people waiting to order or waiting to receive their order. For example, a system where the customers call in their order and stay in or at their vehicles until notified that their order is ready---with only one customer at the transaction point at a time, or other methods that assure that the purposes of this Order and Declaration are served are necessary. Stressing the need for call ahead or internet ordering will also cut down on waiting time and could be used in conjunction with the customer calling in or texting when he or she has arrived to allow for straight to vehicle service. If lines cannot be avoided, it shall be the restaurant management's responsibility to assure that safe Social Distancing is practiced. This also applies to food trucks.];

- xiii. Businesses that supply products needed for people to work from home;
 - xiv. Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
 - xv. Businesses that ship or deliver groceries, food, goods or services directly to residences;
 - xvi. Airlines, taxis, and other private transportation providers providing transportation services necessary for Essential Activities and other purposes expressly authorized in this Order;
 - xvii. Home-based care for seniors, adults, or children;
 - xviii. Residential facilities and shelters for seniors, adults, and children;
 - xix. Professional services: legal, accounting, insurance, real estate services (including appraisal, survey, and title services), engineering and architectural;
 - xx. Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions:
 - A. Childcare must be carried out in stable groups of 12 or fewer ("stable" means that the same 12 or fewer children are in the same group each day).
 - B. Children shall not change from one group to another.
 - C. If more than one group of children is cared for at one facility, each group shall be in a separate area and shall not mix with each other.
 - D. Childcare providers shall remain solely with one group of children;
 - xxi. Utilities, telecommunications, trash collection and disposal, law enforcement, EMS/ambulance, corrections, dispatch, animal shelters, governmental employees who have not been specifically deemed non-essential and sent home by the government entity;
 - xxii. Janitorial and maintenance services, funeral industry, defense industry, space and technology industry, technology support, and scientific research; and
 - xxiii. religious services performed at Healthcare Operations, in a residence, at a funeral, or the broadcasting religious services from a location.
- g. For the purposes of this Order, "Minimum Basic Operations" include the following, provided that employees comply with Social Distancing Requirements as defined this Section, to the extent possible, while carrying out such operations:
- i. The minimum necessary activities to maintain the value of the business's inventory, ensure security, process payroll and employee benefits, or for related functions; and

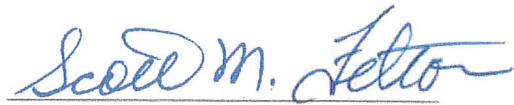
- ii. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
- h. For the purposes of this Order, "Essential Travel" includes travel for any of the following purposes:
 - i. Any travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses, or Minimum Basic Operations;
 - ii. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons;
 - iii. Travel to or from educational institutions for purposes of receiving or delivering/preparing materials for distance learning, for receiving meals, and any other related services;
 - iv. Travel to return to a place of residence from outside the jurisdiction;
 - v. Travel required by law enforcement or court Order; or
 - vi. Travel required for non-residents to return to their place of residence outside the County. Individuals are strongly encouraged to verify that their transportation out of the County remains available and functional prior to commencing such travel

Individuals engaged in any Essential Travel must comply with all Social Distancing Requirements as defined in this subsection above.

- i. For purposes of this Order, residences include hotels, motels, shared rental units, and similar facilities.
 - j. For purposes of this Order, "Social Distancing Requirements" includes maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.
- 11. Non-essential businesses shall shut down except for maintaining Minimum Basic Operations as defined herein. Essential Businesses exempted from shut-down are encouraged to determine staff who are essential to operations, and to send non-essential staff home.
 - 12. When people need to leave their places of residence, whether to obtain or perform vital services, or to otherwise facilitate authorized activities necessary for continuity of social and commercial life, they should at all times reasonably possible comply with Social Distancing Requirements as defined in Section 10 above.
 - 13. Sections 6-12, as set out by this order, became effective at 11:59 pm on March 23, 2020; and remains effective.
 - 14. All provisions of this Order should be interpreted to effectuate this intent.
 - 15. Failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.

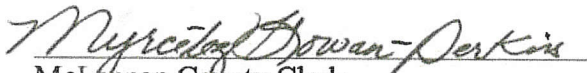
16. The County must promptly provide copies of this Order by posting it on the County website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy.
17. That a violation of this order shall be a Class C misdemeanor and the penalty for violating this order shall be a fine of not less than one dollar (\$1.00) and no more than one thousand dollars (\$1,000.00), and each day a violation exists shall be a separate offense. That this declaration also hereby authorizes the use of any other lawfully available enforcement tools.
18. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS AND ITS COUNTY JUDGE on this the 24th day of March, 2020.



SCOTT M. FELTON
COUNTY JUDGE
MCLENNAN COUNTY, TEXAS

ATTEST:



McLennan County Clerk
or Designated Deputy Clerk