

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

January 4, 2021

Regular Meeting – 7:00 PM

Hewitt 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

Bob Potter – Council Member, Ward 2

Steve Fortenberry – Council Member, Ward 3

Erica Bruce – Council Member, Ward 3

Michael S. Bancalé – 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 Manager/Civil Service Director

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **4th day January, 2021 at 7:00 PM** in **Hewitt City Hall, Council Chamber, 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>.

Citizens who wish to address the Council may submit written comments on any items listed on the agenda or under the hear visitors. Complete a [Public Comment form](#) available 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 Regular Meeting of December 7, 2020.
5. Presentation of report from City Engineer
 - Update on pending utility projects.
 - Update on pending street projects.
 - Update on pending drainage projects.
6. Briefing and discussion concerning Financial Statements ending November 30, 2020.
7. Authorize the purchase of two (2) 2021 Chevrolet Tahoe Police patrol vehicles for the Police Department via Siddons-Martin Emergency Group in the amount of \$136,340.
8. Authorize the purchase of bathroom partitions for restrooms at Warren Park from HB Blake Company in the amount of \$3,600.
9. Authorize the expenditure for street sweeping services from Southwest Maintenance for the City of Hewitt in the amount of \$7,520.
10. Authorize the City Manager to execute an Amendment to the Interlocal Agreement with the City of Waco for participation in the 2020 Household Hazardous Waste Event and allocate funding in the amount not to exceed \$10,000 for the cost of participation.
11. Consideration and action on an Ordinance No. 2021-01 amending Ord. No. 2017-12-04-2, establishing Lieutenant positions, authorizing the number of employees in each classification; providing for severability; providing for a repealer; and establishing an effective date.

12. Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto.
13. Adjourn.

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 2:00 AM/PM on December 30, 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 the public health crisis (COVID-19) and social distancing guidelines, all City Council Meetings, will not be opened to the public; however, the meetings will be streamed live on the City of Hewitt's website at <https://www.cityofhewitt.com/790/Hewitt-TX-TV>.

Citizens who wish to address the Council on any item on the agenda or under this hearing of visitors, 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 into the record during the meeting.

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.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 4

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Regular Meeting of December 7, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a draft copy 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
REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
December 7, 2020 – 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	☐	☒	
Bob Potter	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
Police Chief Jim Devlin
Library Director Waynette Ditto

Note: The meeting was live-streamed for view by the public on the Hewitt TX TV page. Citizens could submit written comments online.

REGULAR MEETING – 7:00 PM

- 1. CALL MEETING TO ORDER.** Mayor Charlie Turner called the meeting to order at 7:00 PM. City Secretary Lydia Lopez polled the Council for attendance.
PRESENT: Bancale, Fuller, Potter, Fortenberry, Bruce, and Turner
ABSENT: Wachtendorf
- 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. **NOTE:** The public was offered the opportunity to submit written comments on items listed on the agenda or under the hear visitors via the city’s website. **No public comment forms were submitted via the city’s website.**

4. CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL REGULAR MEETING OF NOVEMBER 16, 2020.

MOTION: Council Member Erica Bruce moved approval of the minutes as presented but allow for corrections.

SECOND: Council Member Bob Potter

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

5. PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-21 REZONING OF PROPERTY KNOWN AS O'CAMPO C A-32 TRACT 1 (2.27 ACRES) LOCATED IN THE 400 BLOCK OF E. SPRING VALLEY RD., HEWITT, MCLENNAN COUNTY, TEXAS, FROM R-1 SINGLE FAMILY DISTRICT TO R-5 SINGLE FAMILY ATTACHED DWELLING DISTRICT. Mayor Charlie Turner opened the public hearing and called for those wishing to speak in favor. No written comments in favor were received, nor did anyone appear to speak in favor. Mayor Turner called for those wishing to speak in opposition. City Manager Bo Thomas advised that on pages 30-31 of the agenda packet there were two citizens who submitted written comments in opposition.

Mayor read into the record the following comments:

Richard Driver, 320 E. Spring Valley Rd., stated, "Express concern and opposition to two requests of Robert Cervenka on behalf of Roy Nash to rezone property located on/near Spring Valley Road from R-1-G Residential Single-Family Garden Home to R-5 Single-Family attached. Spring Valley Road is not currently designed to accommodate the amount of traffic and congestion witnessed daily, and the proposed construction of Single-Family units would overwhelm the highway in current configuration. Adding new home construction and required traffic to current configuration would increase congestion and disrupt flow of traffic in current configuration and disrupt plans for expansion and modification of the highway in upcoming years."

Ed Vogelsinger, 317 Nash Drive, wrote the following: "I am writing to express my strong opposition to Case #Z-2020-7, the proposed rezoning of O'Campo CA-32, Tracts 1, 1A, 1B, & 1C. There are a number of reasons I am opposed to rezoning, including traffic, environment, schools, and property values. Adding a street entering on to Spring Valley Rd. would increase traffic problems in that stretch of road. Drivers going north on Spring Valley are accelerating to get on the I-35 on-ramp. Others are stopping to turn left on Attaway Road. A neighborhood of duplexes are already going up near that intersection. This section of Spring Valley is at its max capacity.

Currently, the land has a rather large creek running through it. Even with skillful engineering, it does not seem practical to build higher density homes by eliminating a creek. There is other land available in McLennan County that does not require removing a creek.

Midway schools are reported at overcapacity, and the council should not approve rezoning that allows for townhomes or similar housing. This will only exacerbate the problem.

Property values are likely to go down if the area is rezoned. Many families, including myself, purchased homes with the understanding that the land near them would remain single family homes. By combining small townhomes with single family homes, the entire feel of the neighborhood changes. That “feel” means less dollars when prospective buyers drive through a neighborhood. This is not the direction that the City of Hewitt needs to be heading.

I urge you to not allow the proposed rezoning. I am confident that our neighbors have similar thoughts on the situation, even some who have not managed to submit a public comment explaining their opposition. I do hope that the potential developer involved in the case finds other property to develop into affordable housing within McLennan County.

Thank you for all that you do for our community. We appreciate you!”

Best regards,

Eric and Sara Vogelsinger

Council Member Michael Bancale read an email sent to him in opposition by Daren Bowden, 901 Eagle Nest Drive, stating, “With the current news of Spring Valley work being put on hold, I’m completely against rezoning the Nash Drive and Spring Valley area. The streets are overpopulated and townhomes, duplexes, etc., are not needed. Please vote NO on this issue and keep this area zoned as is.”

Mayor Turner closed the public hearing.

Council Member Michael Bancale also raised several concerns.

MOTION: Council Member Michael Bancale moved to deny this rezoning request and all associated rezoning request.

SECOND: Council Member Erica Bruce

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

Council Member Erica Bruce requested clarification on the vote. City Manager Bo Thomas recommended that each agenda item be acted on separately. Mayor Turner advised that he would reference the previous comments received.

6. **PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-22 REZONING OF PROPERTY KNOWN AS O’CAMPO C A-32 TRACT 1A (1.258 ACRES) LOCATED IN THE 400 BLOCK OF E. SPRING VALLEY RD, HEWITT, MCLENNAN COUNTY, TEXAS, FROM R-1 SINGLE FAMILY DISTRICT TO R-5 SINGLE FAMILY ATTACHED DWELLING DISTRICT.** Mayor Charlie Turner opened the public hearing and called for those wishing to speak in favor. No written comments in favor were received, nor did anyone appear to speak in favor. Mayor Turner called for those wishing to speak in opposition. He referenced the above comments received in opposition read into the record above from Mr. Richard Driver and Mr. Eric Vogelsinger. The public hearing was closed.

MOTION: Council Member Michael Bancale moved to deny this rezoning request.

SECOND: Council Member Bob Potter

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

7. **PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-23 REZONING OF PROPERTY KNOWN AS O'CAMPO C A-32 TRACT 1B (2.39 ACRES) LOCATED IN THE 400 BLOCK OF E. SPRING VALLEY RD, HEWITT, MCLENNAN COUNTY, TEXAS, FROM R-1 SINGLE FAMILY DISTRICT TO R-5 SINGLE FAMILY ATTACHED DWELLING DISTRICT.** Mayor Charlie Turner opened the public hearing and called for those wishing to speak in favor. No written comments in favor were received, nor did anyone appear to speak in favor. Mayor Turner called for those wishing to speak in opposition. He referenced the above comments received in opposition read into the record above from Mr. Richard Driver and Mr. Eric Vogelsinger. The public hearing was closed.

MOTION: Council Member Michael Bancale moved to deny this rezoning request.

SECOND: Council Member Steve Fortenberry

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

8. **PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-24 REZONING PROPERTY KNOWN AS O'CAMPO C A-32 TRACT 1C (2.05 ACRES) LOCATED IN THE 400 BLOCK OF E. SPRING VALLEY RD, HEWITT, MCLENNAN COUNTY, TEXAS, FROM R-1-G SINGLE FAMILY GARDEN HOME DISTRICT TO R-5 SINGLE FAMILY ATTACHED DWELLING DISTRICT.** Mayor Charlie Turner opened the public hearing and called for those wishing to speak in favor. No written comments in favor were received nor did anyone appear to speak in favor. Mayor Turner called for those wishing to speak in opposition. He referenced the above comments received in opposition read into the record above from Mr. Richard Driver and Mr. Eric Vogelsinger. The public hearing was closed.

MOTION: Council Member Michael Bancale moved to deny this rezoning request.

SECOND: Council Member Bill Fuller

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

9. **AUTHORIZE THE PURCHASE OF A NON CDL PIPE HUNTER SEWER JET TRUCK FROM TEXAS UNDERGROUND, INC., IN THE AMOUNT OF \$140,729.** City Manager Bo Thomas presented.

MOTION: Council Member Steve Fortenberry moved to authorize the purchase of a non CDL Pipe Hunter sewer jet truck from Texas Underground, Inc., in the amount of \$140,729.

SECOND: Council Member Erica Bruce

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

- 10. AUTHORIZE THE PURCHASE AND INSTALLATION OF SECURITY SMART GLASS FOR THE CUSTOMER SERVICE WINDOWS AT COMMUNITY SERVICES TO ANDERSON GLASS IN THE AMOUNT OF \$11,600.** City Manager Bo Thomas presented.
MOTION: Council Member Michael Bancale moved to authorize the purchase and installation of security smart glass to Anderson Glass in the amount of \$11,600.
SECOND: Council Member Bill Fuller
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.
- 11. AUTHORIZE THE PURCHASE OF A 2021 FORD F-150 SUPER CAB 4X2 FOR UTILITY SERVICES FROM ROCKDALE COUNTRY FORD IN THE AMOUNT OF \$26,375.** City Manager Bo Thomas presented.
MOTION: Council Member Bob Potter moved to authorize the purchase of a 2021 Ford F-150 Super Cab 4x2 from Rockdale Country Ford in the amount of \$26,375.
SECOND: Council Member Steve Fortenberry
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.
- 12. CONSIDER APPOINTMENT OF MUNICIPAL COURT JUDGE AND ASSOCIATE MUNICIPAL COURT JUDGE.** City Manager Bo Thomas presented.
MOTION: Council Member Eric Bruce moved to approve the appointment of Municipal Court Judge Dan Francis and Alternate Judge Will Hudson.
SECOND: Council Member Bob Potter
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.
- 13. CONSIDER APPOINTMENTS AND/OR REAPPOINTMENTS OF MEMBERS TO THE PARKS & BEAUTIFICATION COMMITTEE AND THE LIBRARY BOARD.** City Manager Bo Thomas presented.
MOTION: Council Member Steve Fortenberry moved to reappoint Jerry Snider, Conway Briscoe, and Jamie McKinney to the Parks & Beautification Committee for a two year term expiring in December 2022, and also moved to reappoint Lydia Dashner and to appoint Julie Holcomb, Jennifer Hunt, and Jerry Snider to the Library Board for a two year term ending in December 2022.
SECOND: Council Member Michael Bancale
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.

- 14. CONSIDERATION AND ACTION ON RESOLUTION NO. 2020-14 AMENDING AND ADOPTING THE CITY OF HEWITT'S INVESTMENT POLICY.** City Manager Bo Thomas presented.
MOTION: Council Member Steve Fortenberry moved to approve **Resolution No. 2020-14** amending and adopting the City of Hewitt's Investment Policy.
SECOND: Council Member Bob Potter
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.
- 15. CONSIDERATION AND ACTION ON RESOLUTION NO. 2020-15 AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO YEAR AGREEMENT WITH THE GREATER HEWITT CHAMBER OF COMMERCE FOR MARKETING AND PROMOTION.** City Manager Bo Thomas presented. Mayor Charlie Turner commended the Chamber staff for their work and partnership in promoting the city.
MOTION: Council Member Michael Bancale moved to approve **Resolution No. 2020-15** authorizing the City Manager to enter into two year agreement with the Greater Hewitt Chamber of Commerce.
SECOND: Council Member Bob Potter
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.
- 16. CONSIDERATION AND ACTION ON RESOLUTION NO. 2020-16 AUTHORIZING THE CITY MANAGER TO ENTER INTO A 380 AGREEMENT FOR ECONOMIC DEVELOPMENT WITH BDC FAMILY LIMITED PARTNERSHIP.** City Manager Bo Thomas presented.
MOTION: Council Member Steve Fortenberry moved to approve **Resolution No. 2020-16** authorizing the City Manager to enter into a 380 agreement for Economic Development with BDC Family Limited Partnership.
SECOND: Council Member Eric Bruce
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.
- 17. DISCUSSION AND BRIEFING CONCERNING THE CORONAVIRUS (COVID-19) AND ANY ACTIONS NECESSARY THERETO.** City Manager Bo Thomas presented a summary of Governor Abbott's Executive Order GA-32 which was noted in the letter from Texas Department of State Health Services included in the packet.
MOTION: Council Member Steve Fortenberry moved to approve the Order dated December 8, 2020.
SECOND: Council Member Bob Potter
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: Wachtendorf
MOTION PASSED.

- 18. DISCUSSION AND ACTION ON CANCELLING THE COUNCIL MEETING ON DECEMBER 21, 2020.** City Manager Bo Thomas discussed cancellation of the next Council meeting.

MOTION: Council Member Eric Bruce moved to cancel the Council meeting of December 21, 2020.

SECOND: Council Member Michael Bancale

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

- 19. ADJOURN.**

MOTION: Council Member Bill Fuller moved to adjourn the meeting at 8:03 PM.

SECOND: Council Member Bob Potter

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

NAYES: None

ABSENT: Wachtendorf

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Charles D. Turner, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 5

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:

There is no action required.

ATTACHMENTS:

Report

HEWITT TEXAS

CITY ENGINEER'S REPORT

December 29, 2020

Utility Projects

FM 2113; Spring Valley Rd.

Contractor continues to work on the water portion of the project. Traffic detours and delays are to remain a necessity of the coming month. The City is also discussing project finalization procedures with TxDOT given that the roadway work has been postponed.

Street/Transportation Projects

E. Warren Street Improvements

Will be working on utility alignments and discussing the location of the FM 2063 road bore.

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

Contractor is working on the first phase of the roadway construction and is currently pouring concrete sections, provided weather conditions allow it.

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

Contractor is working on clean up and finishing touch up work. This project should be wrapping up shortly. The City is preparing punch list items for out walkthrough of the project.

2020 - Warren Park Improvements

Contract documents have been executed and we should be holding a pre-construction conference in the coming month.

Drainage Projects

208/212 Cross Country Drainage Improvements

The easement documents have been filed with the County and I will be preparing to begin advertising for bids shortly.

HEWITT TEXAS II

CITY ENGINEER'S REPORT December 29, 2020

By:



Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 6

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Briefing and discussion concerning Financial Statements ending November 30, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

The financial statements ending November 30, 2020 were sent electronically on December 7, 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

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 7

SUBMITTED BY: Jim Devlin, Police Chief

ITEM DESCRIPTION:

Authorize the purchase of two (2) 2021 Chevrolet Tahoe Police Patrol vehicles for the Police Department via Siddons-Martin Emergency Group in the amount of \$136,340.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Hewitt Police Department, in the FY 2020/2021 Budget recommended the purchase of two (2) fleet vehicles (two Chevrolet Tahoes). The Department sought quotes for the turn key purchase of the recommended vehicles from Siddons-Martin. These quotes were based on the best pricing in the Fort Worth Interlocal Agreement, which was approved by Council on October 21, 2019. Staff is recommending the purchase of (2) Police Tahoes for the Patrol section.

FISCAL IMPACT:

Amount Budgeted – \$136,340.00

Line Item in Budget – 10-50635-41-02/Short Term Financing

SUGGESTED MOTION:

I move to authorize the purchase of two (2) 2021 Chevrolet Tahoe Police Patrol vehicles via Siddons-Martin Emergency Group in the amount of \$136,340.

ATTACHMENTS:

See attached quote.



FREEDOM CHEVROLET

8008 MARVIN D LOVE FWY
DALLAS, TEXAS 75237
972-707-9474 fax 972-780-3320

QUOTE 9201136340

QUOTE

Customer

Name CITY OF HEWITT
Address 100 PATRIOT COURT
City HEWITT State TX ZIP 76643
Phone

Date 12/22/2020
Order No.
Rep BERT STULL
FOB

Qty	Description	Unit Price	TOTAL
2	2021 BLACK CHEVROLET TAHOE PPV Siddons-Martin Upfit 2409201 INCL PLEASE MAIL PAYMENT TO: Freedom Chevrolet 8008 Marvin D. Love Fwy Dallas, Tx. 75237 TERMS: NET 30	\$ 68,170.00	\$136,340.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

Subtotal	\$136,340.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$136,340.00

Office Use Only

PLEASE REMIT PAYMENT TO FREEDOM CHEVROLET

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 8

SUBMITTED BY: Scott Coleman, General Services Director

ITEM DESCRIPTION:

Authorize the purchase of bathroom partitions for restrooms at Warren Park from HB Blake Company in the amount of \$3,600.

STAFF RECOMMENDATION/ITEM SUMMARY:

City Staff is currently in the process of performing bathroom renovations at Warren and Hewitt Parks. The purpose of this purchase is to acquire toilet and urinal partitioning in the restrooms at Warren Park. The partitions will add privacy and ADA accessibility. Solid plastic is preferred for the partition material as it is vandal and corrosion resistant.

Staff requested quotes for partitioning and installation from three (3) vendors. HB Blake Company has given the lowest proposal for both the partitions and installation at \$3,600. Staff has budgeted a total of \$20,000 in FY20-21 to be used for bathroom renovations.

FISCAL IMPACT:

Amount Budgeted – \$20,000

Line Item in Budget – 18-50835-18-16

SUGGESTED MOTION:

I move to authorize the purchase of bathroom partitions for the restrooms at Warren Park from HB Blake Company for a total amount of \$3,600.

ATTACHMENTS:

Proposal from HB Blake Company

HB Blake Company

BUILDING SPECIALTIES

PO Box 400 * Hewitt, Texas 76643 * Phone # (254) 666-3471 * Fax # (254) 666-363

* BID PROPOSAL *

Date: December 16, 2020 Attn: Scott

To: City of Hewitt Contact: scoleman@cityofhewitt.com

Job: Warren Park Restrooms

We Hereby Submit Estimates For:

Toilet Partitions:

Scranton Solid Plastic

3 Compartments

1 Urinal Screen

Installed \$ 3,600.00

We propose to hereby furnish material in accordance with the above specifications. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders. Furthermore, these changes will become an extra charge over and above the original estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are all fully covered by Worker's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 30 days from above date.

***** THE ABOVE QUOTE DOES NOT INCLUDE SALES TAX *****

Proposal Prepared By: Reggie Blake rblake@grandecom.net

Acceptance of Proposal By: _____ Date: _____

Job Specs

Stall Mounting Style: Floor Mounted Headrail Braced
First Screen Mounting Style: Wall Hung

Pilaster Height: 82.75"

Material Option: Hiny Hider -Standard (HDPE)
Color: Unknown

Bracket Type: 54"Continuous Aluminum (Color: Aluminum)
Shoe Type: Stainless

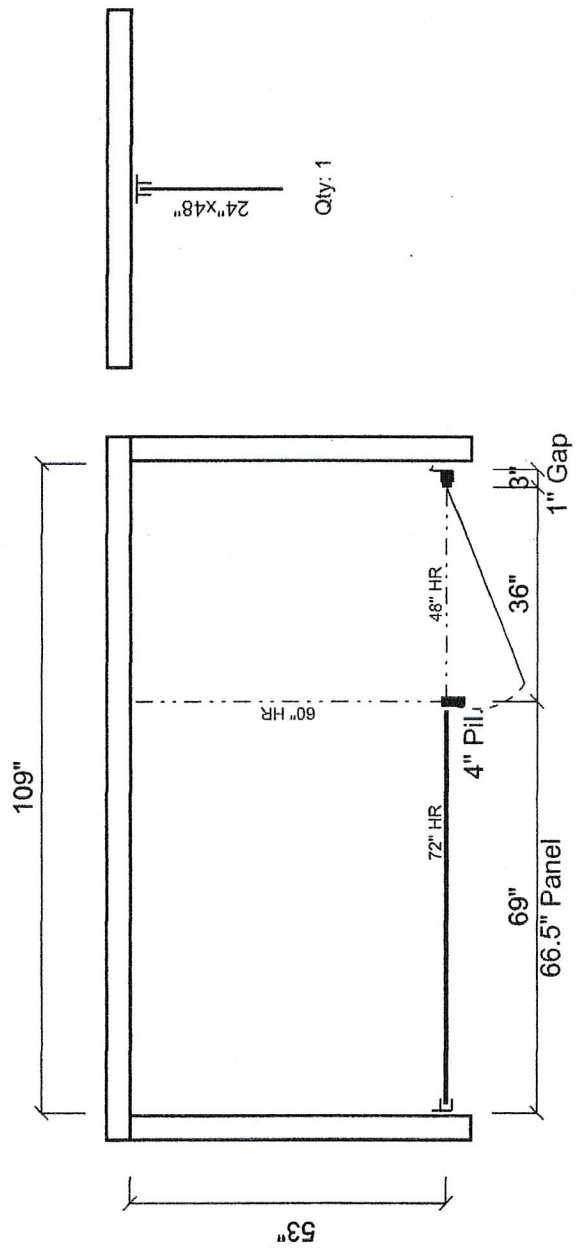
Hinge Type: 8" Alum. Wrap Around, 2-per Door
Door Hrdw Type: Aluminum (Emergency Access)

Pencil Slot: No

Heat-sinc: No
Fasteners: 2 1/2", 3/4" Torx (Clean Look)

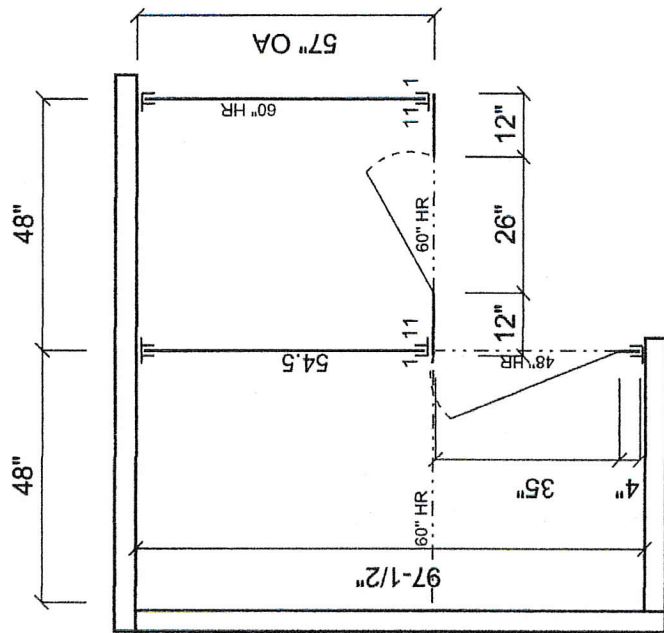
Room Name: Men's RR

55" High Doors, 55" Total Panel Height



Job Specs	Stall Mounting Style: Floor Mounted Headrail Braced	Pilaster Height: 82.75"	Material Option: Hiny Hider -Standard (HDPE) Color: Unknown	Heat-sinc: No Fasteners: 2 1/2", 3/4" Torx (Clean Look)
	Bracket Type: 54"Continuous Aluminum (Color: Aluminum) Shoe Type: Stainless	Hinge Type: 8" Alum. Wrap Around, 2-per Door Door Hrdw Type: Aluminum (Emergency Access)	Pencil Slot: No	

Room Name: Women's RR
55" High Doors,
55" Total Panel Height



SCRANTON PRODUCTS

801 E COREY ST. SCRANTON, PA. 18505

Phone (570)348-0997

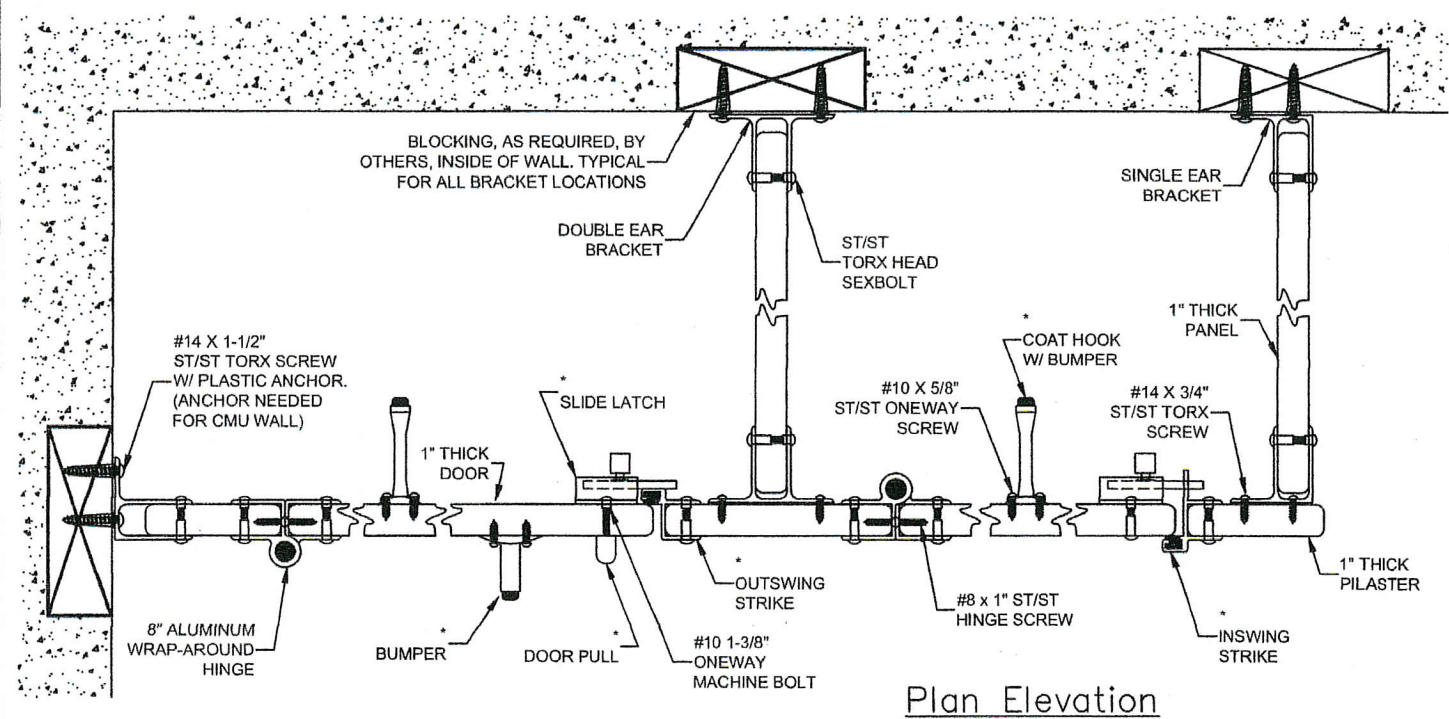
CUSTOMER NAME: H.B. BLAKE CO.
PROJECT NAME: Warren Park - Hewitt

SCALE: NTS
DATE: 12/16/2020

SERIAL #: C-851226 - DWG
REVISION #: 0
SO#: Jason Blake

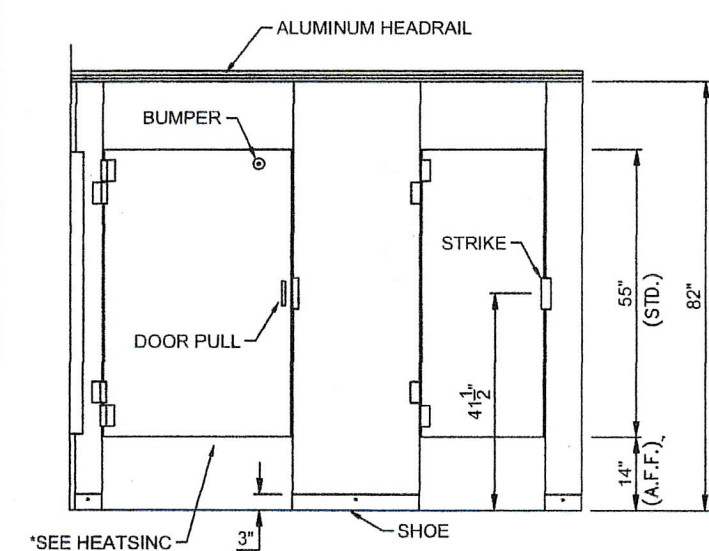
Standard Notes:

- Doors larger than 30" are to be set to the closed position.
- Where pilasters and panels meet there is a 1/2" space.
- Where pilasters and/or panels meet a wall there is a 1" space.
- Headrail shall be supplied in 12" increments, ranging from 36" to 84".
- Pilasters over 24" will receive a doghouse detail.

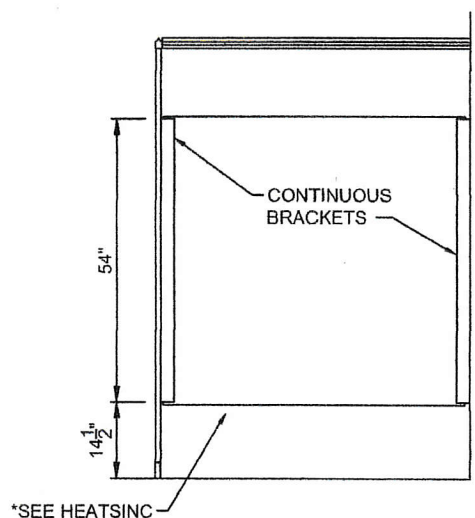


Plan Elevation

* AVAILABLE IN ALUMINUM/ZAMAK OR STAINLESS STEEL



Front Elevation



Side Elevation

SCRANTON PRODUCTS

801 E COREY ST. SCRANTON, PA. 18505 Phone (570)348-0997

HINY HIDERS

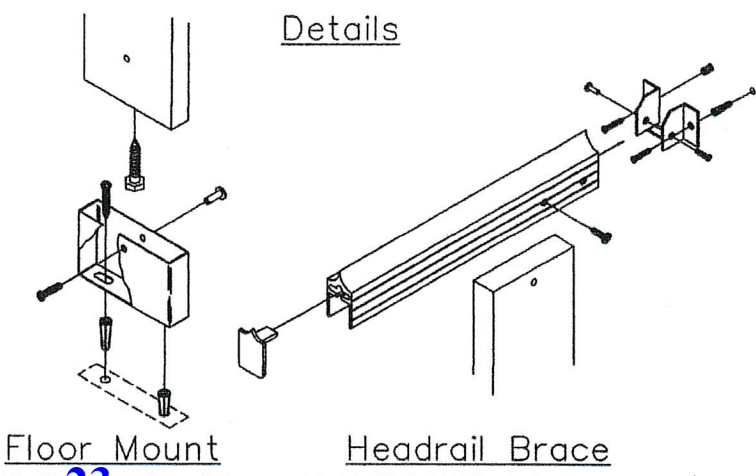
STANDARD ELEVATIONS
 (Drawings are not to scale)

- *Floor Mounted Overhead Braced
- *8" Aluminum Wrap-Around Hinge
- *54" Brackets (Plastic, Aluminum, or Stainless Steel)

Note: "Job-Specific Specifications" for all orders are located on the top of the shop drawing layouts.

***HEATSINC NOTE:** Heatsinc is to be placed on the bottom of the panels & doors. (If specified)

Details





COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 9

SUBMITTED BY: Scott Coleman, General Services Director

ITEM DESCRIPTION:

Authorize the expenditure for street sweeping services from Southwest Maintenance for the City of Hewitt in the amount of \$7,520.

STAFF RECOMMENDATION/ITEM SUMMARY:

The purpose of this service is to sweep City of Hewitt streets & curbs to aid in the removal of sedimentation, silt and debris from roadways and curbing.

Removing silt and debris from the roadways and curbing will help to ensure that the drainage systems flow as intended.

The city has been divided into six (6) routes for scheduling. The schedule has been designed to help avoid conflict with trash pickup.

FISCAL IMPACT:

Amount Budgeted – \$13,000.00

Line Item in Budget – 10-50408-50-02

SUGGESTED MOTION:

I move to authorize a contract for street sweeping services from Southwest Maintenance in the amount of \$7,520.

ATTACHMENTS:

Proposal from Southwest Maintenance

- Asphalt Sealcoating
- Pavement Repair
- Concrete Car Stops
- Sweeping
- Striping

CITY OF HEWITT
CONTRACT SWEEPING

December 7, 2020

Southwest Maintenance does hereby make the following proposal to the City of Hewitt for street sweeping services.

Proposal and Specifications

I. Sweeping Cycle

We propose to sweep all paved residential and arterial streets within the Hewitt city limits except for the following:

- 1) FM 2113-Spring Valley Rd.
FM 2083- Sun Valley Rd.
Portions of Old Temple Rd.
FM 1695 – Hewitt Dr.
FM 3476 Bagby
IH35 Frontage Rd.

2) Streets deemed not sweepable, either temporarily or permanently. Sweepable meaning a paved surface smooth enough/or in good enough repair to be swept with the equipment specified for this job, without causing damage to the equipment and allowing removal of the dirt, gravel, and debris from the surface to a degree satisfactory enough to justify the sweeping. Any streets considered unsweepable will be mutually agreed to as such by both the City and Southwest Maintenance.

3) Streets specified in advance by the City as private roads, County roads, gravel roads, or for other reasons not required to be swept.

Each sweeping cycle as described above, 120.85 curb miles each, will be swept on an on call basis. Pricing in this proposal is listed separately for: 1) Spring and Summer sweeping and 2) Fall and Winter sweeping since the accumulation of leaves during this time slows the sweeping cycle down, costing more to complete. Spring and Summer are defined as April through September. Fall and Winter are defined as October through March. All scheduled sweeping will be performed between the hours of 7:30 am and 6:00 pm, Monday through Friday. Sweeping will be scheduled to avoid rainy or inclement weather. Equipment will consist of a Tymco Model 600 Air Sweeper.

II. Equipment

Tymco Model 600 Air Sweeper

III. Cooperation

To enable Southwest Maintenance to sweep effectively, it is imperative that the City of Hewitt assist and work with Southwest Maintenance by providing the following:

- 1) One or more strategically located dump sites, maintained by the City, for disposal of street waste from the sweeper.
- 2) Tree trimming in areas where overhanging limbs prevent access to curb and gutter with the sweeper.
- 3) Construction site and heavy accumulation clean up where a loader, maintainer, shovel crew and/or dump truck as necessary prior to sweeping.
- 4) Grass removal and poisoning in street and gutter areas.
- 5) Water for dust control system on sweepers-approximate maximum use 500 gallons per sweeper per day.

IV. Cost

Sweeping during the months of April through September: \$5708 per sweeping cycle

Sweeping during the months of October through March: \$7520 per sweeping cycle

Billing for each cycle will be made upon completion of that cycle and will be due upon receipt by the City of Hewitt

V. Hourly and Emergency Sweeping

Unscheduled sweeping as needed will be performed on an "on call" basis for \$115.00 per hour with a two hour minimum, plus a \$75 mobilization fee per appearance. Advance notice whenever possible, will contribute to a timeliness on the part of Southwest Maintenance. Billing for each instance of unscheduled sweeping will be made upon it's completion and will be due upon receipt by the City of Hewitt.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 10

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

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

STAFF RECOMMENDATION/ITEM SUMMARY:

Every year, the City of Hewitt participates in Waco's annual Household Hazardous Waste event. Approval of this item would authorize the City Manager to execute an interlocal agreement with Waco allowing for Hewitt residents to participate in this year's event. The interlocal agreement was considered and approved by the Waco City Council on November 17, 2020.

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

An amendment to the interlocal agreement is necessary to revise the scheduled date for the event. The original event scheduled for May 2, 2020 was cancelled due to the COVID-19 pandemic. The event is scheduled to take place on Saturday, March 20, 2021.

FISCAL IMPACT:

Amount Budgeted – \$10,000

Line Item in Budget – 10-50425-6100

SUGGESTED MOTION:

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

ATTACHMENTS:

Interlocal Agreement

STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

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

THIS AMENDMENT TO 2020 INTERLOCAL AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION ("Agreement") is entered into by and between the City of Waco, Texas ("Waco"), the City of Woodway, Texas ("Woodway"), the City of Hewitt, Texas ("Hewitt"), the City of Lacy-Lakeview ("Lacy-Lakeview"), and the City of Bellmead ("Bellmead") acting herein by and through their duly authorized City Managers and collectively known and referred to herein as the "Participating Cities".

WHEREAS, Waco, Woodway, Hewitt, and Lacy-Lakeview previously entered into the Agreement whereby Waco would purchase the services of a disposal firm and administer a regional household hazardous waste collection event ("Event"); and

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

WHEREAS, the scheduled date of the Event was May 2, 2020; and

WHEREAS, the Event was cancelled due to the coronavirus pandemic and the governmental decrees or orders related thereto which was a force majeure event as defined in the Agreement;

WHEREAS, Waco, Woodway, Hewitt, and Lacy-Lakeview desire to amend the Agreement to revise the date of the Event from the originally scheduled date of May 2, 2020 to March 20, 2021 and to add the City of Bellmead as a party to the Agreement and Participating City as defined in the Agreement; and

WHEREAS, Bellmead desires to become a party to the Agreement and a Participating City as defined in the Agreement;

NOW THEREFORE, it is agreed by Waco, Woodway, Hewitt, Lacy-Lakeview, and Bellmead that the Agreement shall be amended to read as follows:

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

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

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

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

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

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

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

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS

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

- A. Environmental Damages shall mean all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, other than any imposed by Waco, and including without limitation:
1. Damages for personal injury and death or injury to property or natural resources;
 2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories, and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements, including but not limited to, the preparation of any feasibility studies, or reports, or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, other than as imposed by Waco, or otherwise expended in connection with the existence of such waste or violation of environmental requirements, including without limitation, any attorney's fees, costs and expenses

- incurred in enforcing this contract, or collecting any sums due hereunder; and
3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (2) herein.
- B. Environmental requirements shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, or bureaus of the United States, states, and political subdivisions thereof (other than any imposed by Waco), and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:
1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and,
2. All requirements pertaining to the protection of the health and safety of employees or the public (other than imposed by Waco).
- C. Force majeure shall include decrees of, or restraints by, a governmental instrumentality, acts of God, work stoppages due to labor disputes or strikes, failure of Waco's contractor(s) to perform pursuant to their agreements with Waco for the conduct of the Event, fires, explosions, epidemics, riots, war, rebellion, and sabotage.
- D. Household hazardous waste shall mean any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR sec. 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste" and may also be referred to as "HHW."
- E. Participating Cities shall mean the Cities of Waco, Woodway, Hewitt, Lacy-Lakeview, and Bellmead.
- F. Person shall mean an individual, corporation, organization, government, governmental subdivision or agency, business trust, partnership, association, or other legal entity.
- G. Waste, depending on the context, shall refer to the material presented for collection at the event and/or the actual materials accepted at the event.

2. PURPOSE

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

3. DUTIES OF WACO

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

- A. Designate one of its employees to serve on the Event planning committee;
- B. Recruit its citizens to volunteer as workers at the Event;
- C. Coordinate Event advertising targeted to its own citizens as well as some advertising designed to alert citizens within all of the Participating Cities;
- D. Administer and supervise an Event on **SATURDAY, MARCH 20, 2020** in the parking lot of the City of Waco Solid Waste Operations Center at 501 Schroeder Drive;
- E. Chair a planning committee comprised of Participating Cities;
- F. Provide a centrally located collection site within Waco for the Event;
- G. Employ personnel, perform administrative activities, and provide administrative services necessary to perform this Agreement;
- H. Cause the Event to be advertised in the local media;
- I. Enter into a contract with a household hazardous waste disposal firm ("contractor") for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste collected at the Event. Such contractor shall be required pursuant to the contract:
 - 1. to assume generator status for the waste collected at the Event, excluding materials recycled pursuant to subsection J. below;
 - 2. to use the storage, recycling, treatment and disposal sites set forth in the contract in performing its services under the contract. All storage, treatment, recycling and disposal sites used by the contractor shall be licensed by the EPA and/or TCEQ as required by law;
 - 3. to indemnify all Participating Cities; and,
 - 4. to name all Participating Cities as additional insureds;
- J. Arrange for recycling vendors for used oil, used oil filters, automobile batteries, household batteries, LED and fluorescent bulbs, and anti-freeze for Participating Cities;
- K. Attempt to reduce the overall expenditures of the event by implementing cost saving measures that may include bulking oil-based paint and arranging for local reuse of usable latex paint;

- L. During the term of this Agreement is in force, Waco shall provide appropriate documentation that funding has been committed and will be available to pay disposal, set up, and transportation costs as required by the contract with the contractor;
- M. This Agreement is conditioned upon Waco funding the expenditures set forth herein in Waco's budget.

4. DUTIES OF CITIES OTHER THAN WACO

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

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

5. RIGHT OF REFUSAL OF WASTE

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

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

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

6. COMPENSATION

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

7. WAIVER OF CLAIMS

- A. **Waiver of Claims:** Each of the Participating Cities agrees to waive any and all claims against the other Participating Cities to the extent of the liability limits under the Texas Tort Claims Act, as amended.
- B. **Environmental Waiver**
 - 1. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the other Participating Cities and their officers, agents, employees, and volunteers, against any and all environmental damages resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse, by any person, of waste which was collected pursuant to Event.
 - 2. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the Participating Cities and their officers, agents, employees, and volunteers, against any and all violations by any person

of any environmental requirements pertaining to the handling, collection, transportation, storage, disposal, treatment recovery, and/or reuse of waste collected pursuant to the Event.

3. Participating Cities recognize that it will not be practical to distinguish between the HHW collected at the Event once the waste has been aggregated. They further recognize that it is necessary to create an equitable allocation of liability among the Participating Cities for the waste collected at the Event. Therefore, the Participating Cities agree that the allocated liability of each of the Participating Cities under this paragraph (B) shall be calculated as follows:

- (a) The actual number of a participating city's households contributing waste to the Event divided by the actual number of total households contributing waste to the event = X percent.

- (b) Participating Cities' Allocated Liability = X percent multiplied by the total volume of waste collected at the Event.

- C. The individual obligation of each Participating City under this Agreement shall be limited to the burden and expense of defending only itself against all claims, suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due and owing against the said respective city.

8. IMMUNITY

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

9. FORCE MAJEURE

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

10. TERMINATION

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

11. NOTICE

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

12. ENTIRETY

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

13. SEVERABILITY

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

14. VENUE

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

15. AUTHORITY

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

16. AUTHORIZATION

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

EXECUTED in multiple counterparts, each intended as an original.

[Remainder of page intentionally left blank]

CITY OF WACO, TEXAS

By: _____
Bradley Ford, City Manager

ATTEST:

Esmeralda Hudson, City Secretary

Date Signed: _____

APPROVED AS TO FORM & LEGALITY

Jennifer Richie, City Attorney

[Remainder of page intentionally left blank]

CITY OF WOODWAY

By: _____
Dr. Shawn Oubre, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF HEWITT

By: _____
Bo Thomas, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF LACY-LAKEVIEW

By: _____
Keith Bond, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF BELLMEAD

By: _____
Yost Zachary, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

Exhibit A

Letter from Woodway stating its level of participation in dollars



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

Charles A "Chuck" Dowdell
Director of Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2021 Household Hazardous Waste (HHW) Event

Dear Mr. Dowdell:

The City of Waco will be hosting an HHW Event, tentatively set for March 20, 2021. The event will be held at the following location:

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

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

Woodway agrees to pay the cost for Woodway residents up to \$13,000. Given the estimate of cost per participating household of \$70, this funding will provide for approximately 187 households to participate. Woodway also agrees to have representatives present at the HHW Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the Woodway's funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact Jennifer Rogers at 254-772-4480 or jrogers@woodwaymail.org.

Sincerely,

Shawn Oubre, Ph.D.
City Manager

Exhibit B

Letter from Hewitt stating its level of participation in dollars

HEWITT TEXAS

September 14, 2020

Charles A "Chuck" Dowdell
Director of Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2021 Household Hazardous Waste (HHW) Event

Dear Mr. Dowdell:

The City of Waco will be hosting an HHW Event, tentatively set for March 20, 2021. The event will be held at the following location:

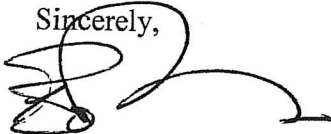
Waco Solid Waste Services Main Office
501 Schroeder Rd
Waco, TX 76710

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

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

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

Sincerely,



Bo Thomas
City Manager

Exhibit C

Letter from Lacy Lakeview stating its level of participation in dollars



501 East Craven • P.O. Drawer 154549 • Waco, Texas 76715-4549 • Telephone (254) 799-2458

Charles A "Chuck" Dowdell
Director of Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2021 Household Hazardous Waste (HHW) Event

Dear Mr. Dowdell:

The City of Waco will be hosting an HHW Event, tentatively set for March 20, 2021. The event will be held at the following location:

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

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

Lacy Lakeview agrees to pay the cost for Lacy Lakeview residents up to \$ 3000. Given the estimate of cost per participating household of \$75, this funding will provide for approximately 40 households to participate. Lacy Lakeview also agrees to have representatives present at the HHW Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the city's funding limit is reached.

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

Sincerely,

Exhibit D

Letter from Bellmead stating its level of participation in dollars



3015 BELLMEAD DR • BELLMEAD, TEXAS 76705-3030

254-799-2436 • FAX 254-799-5969

Charles A "Chuck" Dowdell
Director of Solid Waste Services
PO Box 2570
Waco, TX 76702-2570

RE: 2021 Household Hazardous Waste (HHW) Event

Dear Mr. Dowdell:

The City of Waco will be hosting an HHW Event, tentatively set for March 20, 2021. The event will be held at the following location:

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

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

The City of Bellmead agrees to pay the cost for Bellmead residents up to \$ 13,125. Given the estimate of cost per participating household of \$75, this funding will provide for approximately 175 households to participate. The City of Bellmead also agrees to have representatives present at the HHW Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the city's funding limit is reached.

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

Sincerely,

Yousry "Yost" Zakhary, City Manager

EXHIBIT E

Waco:
P. O. Box 2570
Waco, Texas 76702-2570
750-5640, fax 750-5880
BradleyF@Wacotx.gov

Bradley Ford, City Manager

Woodway:
922 Estates Drive
Woodway, Texas 76712
772-4480, fax 772-0695
soubre@woodwaymail.org

Shawn Oubre, City Manager

Hewitt:
200 Patriot Court
Hewitt, Texas 76643
666-6171, fax 666-6014
bthomas@cityofhewitt.com

Bo Thomas, City Manager

Lacy Lakeview:
P.O. Box 154549
Waco, Texas 76715-4549
799-2458, fax 799-6265
keith.bond@lacylakeview.org

Keith Bond, City Manager

Bellmead:
3015 Bellmead Dr.
Bellmead, TX 76705
799-2436 ext. 6116, fax 799-5969
yzakhary@bellmead.com

Yost Zakhary, City Manager



COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 11

SUBMITTED BY: Jessica Higgins, HR Manager/Civil Service Director

ITEM DESCRIPTION:

Consideration and action on an **Ordinance No. 2021-01** amending Ord. No. 2017-12-04-2, establishing Lieutenant positions, authorizing the number of employees in each classification; providing for severability; providing for a repealer; and establishing an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Civil Service Commission met on December 11, 2020. Police Chief Jim Devlin presented the proposed staffing changes. The Commission unanimously approved of the recommended changes. The Strength of Force Ordinance needs to be updated to match the Staffing Plan in FY 20/21 approved budget.

FISCAL IMPACT:

Amount Budgeted – None
Line Item in Budget – None

SUGGESTED MOTION:

I move to approve Ordinance No. 2020-25.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2021-01

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, AMENDING ORD. 2017-12-04-2, ESTABLISHING LIEUTENANT POSITIONS, AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Hewitt has adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Police Department employees; and

WHEREAS, pursuant to Chapter 143, the City Council shall establish the classifications of employees and prescribe the number of positions in each classification pursuant to Section 143.021(a) of the Texas Local Government Code; and

WHEREAS, the City Council is amending and superseding Ordinance No. 2017-12-04-2; and

WHEREAS, the City Council has determined that to further its lawful purposes of providing efficient and effective law enforcement staffing, that it should establish Lieutenant positions; and

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

ARTICLE I.

The classifications and number of positions in each classification in the Police Department were previously as follows:

Police Chief—1
Assistant Police Chief-1¹
Sergeant--8
Police Officer—15

Total Authorized Force: 25

¹The occupant of this rank/classification is appointed by the Department Head, and will continue to serve in an “at will” capacity according to §143.014 of the Texas Local Government Code. The occupant possesses no civil service protection in that rank.

The classifications and number of positions in each classification in the Police Department shall now be, as of the effective date of this Ordinance, as follows:

Police Chief—1
Assistant Police Chief-1²
Lieutenant-4
Sergeant--6
Police Officer—15

Total Authorized Force: 27

ARTICLE II.

Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

ARTICLE III.

Repealer: All other ordinances, section, or parts of ordinances heretofore adopted by the City of Hewitt in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

ARTICLE IV.

This ordinance shall become effective immediately upon passage.

ARTICLE V.

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.

²See footnote 1.

PASSED AND APPROVED on this _____ day of _____, _____.

CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM:

Michael W. Dixon, City Attorney



COUNCIL AGENDA ITEM FORM

MEETING DATE: January 4, 2021

AGENDA ITEM #: 12

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

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

STAFF RECOMMENDATION/ITEM SUMMARY:

This is a continuation of past Council practice of order issuance for Safety and Health policies for local businesses specifically mask requirements.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

I move to authorize the Order dated January 8, 2021.

ATTACHMENTS:

Order

ORDER OF THE CITY COUNCIL, OF THE CITY OF HEWITT, TEXAS
DATE ORDER ISSUED: January 8, 2021

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

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

WHEREAS, on March 18, 2020, Mayor Charles D. Turner, of the City of Hewitt, TX declared a local state of disaster and public health emergency after determining that extraordinary and immediate measures had to be taken to respond quickly to prevent and slow down community spread of COVID-19; and

WHEREAS, on June 3, 2020, Governor Abbott issued GA-26 to allow additional openings in the state of Texas; and

WHEREAS, on June 30, 2020, there are 159,986 persons confirmed to have COVID-19 in Texas, with 957 of those residing in McLennan County; with nine deaths in McLennan County; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City 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 City places it at risk for serious health complications, including death, from COVID-19; and

WHEREAS, on June 20, 2020 the Mayor issued an order requiring commercial entities to create health and safety policies, including the wearing of face coverings; and

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; and the City Council of the City of Hewitt, Texas has adopted the McLennan County Commissioners Court declaration of a state of disaster which has been extended through January 31, 2021; and

NOW, THEREFORE, BE IT PROCLAIMED AND ORDERED BY THE CITY COUNCIL, OF THE CITY OF HEWITT, TEXAS, UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE SECTION 418.108:

1. A state of disaster and public health emergency is hereby declared for and in the City of Hewitt, Texas in accordance with McLennan County's Order that extends the state of disaster and public health emergency through January 31, 2021.

2. That pursuant to §418.108(b) of the Texas Government Code, this Order shall continue for a period of not more than twelve days from January 8, 2021, unless continued or renewed by the City Council of the City of Hewitt.

3. **Health and Safety Policy – Commercial Entities.**

- a. From the date of this Order, every commercial entity in the City of Hewitt providing goods or services directly to the public must develop and implement a health and safety policy (**“Health and Safety Policy”**).
- b. The Health and Safety Policy must require, at a minimum, that every employee or visitor to the commercial entity’s business premises or other facilities wear face covering when in an undivided room or area with coworkers or the public or while performing an activity which necessarily involves or is reasonably likely to involve close proximity to coworkers or the public such that six feet of separation is not feasible.
- c. The Health and Safety Policy required to be developed and implemented by the Order may also include the implementation of other mitigating measures designed to control and reduce the transmission of COVID-19 such as temperature checks or health screenings.
- d. The commercial entity must post the Health and Safety Policy required by this Order in a conspicuous location sufficient to provide notice to employees and visitors of its Health and Safety Policy.
- e. Failure to develop, conspicuously place, and implement the Health and Safety Policy required by this Order on or before 12:01 a.m. on June 25, 2020 may result in a fine not to exceed \$1,000.00. Each day on or after June 25, 2020 for which a Health and Safety Policy is not developed, conspicuously placed, and implemented shall be a separate offense.
- f. It is a defense to prosecution that the commercial entity operated a restaurant or bar and did not require a patron to wear a face covering while eating or drinking when the patron was at least six feet away from persons not in his or her party.

“Commercial entity” as used herein does not include: outdoor operations where social distancing is generally followed; offices of other governmental entities; churches; or health providers that already have policies in place that have been medically vetted.

“Face Covering” as used herein means a cloth or paper mask, or a bandana or scarf, that covers the mouth and nose and fits tightly to the face (and does not merely hang over the mouth and nose).

4. That all provisions of this Order should be interpreted to effectuate this intent. To the greatest extent possible, this Order shall be interpreted as consistent with and supplemental to any executive order issued by the Texas Governor. All provisions of the executive orders of the Texas Governor either existing or subsequently issued, and which are made applicable to all jurisdictions by law, shall be automatically incorporated into and constitute terms of this Order, and shall be enforceable as if set forth herein without the necessity for the issuance of any further orders.

5. In accordance with the limitations contained in the executive orders of the Texas Governor, that any peace officer, code enforcement officer, health official, or other person with lawful authority is hereby authorized to enforce the provisions of this Order in accordance with the authority granted under the Texas Disaster Act of 1975.
6. That this Order shall become effective at 12:01 a.m. on June 27, 2020.
7. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
8. That any violation of this Order can be enjoined by a suit filed in the name of the City of Hewitt in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Order or in the Code of Ordinances, City of Hewitt, Texas.
9. That nothing in this Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any prior act, ordinance, order, declaration, or resolution of the City Council of the City of Hewitt; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Order.
10. That the City of Hewitt must promptly provide copies of this Order by posting it on the City of Hewitt website.
11. That 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 application of this Order.

ORDERED this the 8th day of January, 2021.

Charles D. Turner, Mayor

Attest:

Lydia Lopez, City Secretary