

HEWITT TEXAS

CITY COUNCIL SPECIAL WORKSHOP/MEETING

January 09, 2023 at 6:30 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Steve Fortenberry, Mayor, Ward 3

Michael S. Bancale, Mayor Pro Tem, At-Large – **Vacancy**, Council Member, Ward 1

Johnny Stephens, Council Member, Ward 1 – **Johnny Price**, Council Member, Ward 2

Bob Potter, Council Member, Ward 2 – **Erica Bruce**, Council Member, Ward 3

The meeting will be streamed live on the city's website at www.cityofhewitt.com/790/Hewitt-TX-TV.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

WORKSHOP MEETING - 6:30 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

WORKSHOP AGENDA

1. Discussion and review of Proposed Redistricting Plan to change the Municipal Ward boundaries of the City of Hewitt.

WORKSHOP ADJOURNMENT

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

2. Special presentation recognizing the service of Charles D. "Charlie" Turner and any action related thereto.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any

comments or items not properly posted on the agenda. [Note: Members of the public who wish to speak must complete a “Public Comment Form” and present it to the City Secretary before the meeting.]

REGULAR AGENDA ITEMS

- 3. Approve minutes of the City Council Regular Meeting of December 5, 2022.
- 4. Presentation of the report from City Engineer Miles Whitney, P.E.
 - Update on pending utility projects
 - Update on pending street projects
 - Update on pending drainage projects.
- 5. Briefing and discussion concerning Financial Statements ending November 30, 2022.
- 6. Discussion and possible action on the 2023 Interlocal Agreement for Household Hazardous Waste Collection with the City of Waco.
- 7. Discussion and possible action on the reappointment of Dan Francis as Municipal Court Judge and Will Hutson as Alternate Judge.
- 8. Discussion and possible action on **Ordinance No. 2023-01** adopting the proposed Redistricting Plan that changes the Municipal Ward boundaries of the City of Hewitt, Texas and provide for an immediate effective date.
- 9. Discussion concerning the May 6, 2023 General Election.

EXECUTIVE SESSION: Notice is given that a closed meeting will be held pursuant to Section 551.074 of the Texas Government Code (V.T.C.A.) so that the Council may discuss personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee (City Manager evaluation).

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on January 04, 2023, by 5:00 PM.

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 City Council meetings. The facility is wheelchair accessible, with handicap parking available at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 9, 2023

AGENDA ITEM #: 2

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Special presentation recognizing the service of Charles D. “Charlie” Turner and action related thereto.

STAFF RECOMMENDATION/ITEM SUMMARY:

An award will be presented to the Turner family.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

I move approval of the dedication of the Council Chambers in honor of the memory of Charles D. “Charlie” Turner.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 9, 2023

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approve minutes of the City Council Regular Meeting of December 5, 2022.

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

CITY COUNCIL REGULAR MEETING

December 05, 2022 at 6:30 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Steve Fortenberry, Mayor, Ward 3

Michael S. Bancale, Mayor Pro Tem, At-Large – **Vacancy**, Council Member, Ward 1

Johnny Stephens, Council Member, Ward 1 – **Johnny Price**, Council Member, Ward 2

Bob Potter, Council Member, Ward 2 – **Erica Bruce**, Council Member, Ward 3

REGULAR MEETING - 6:30 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Regular Meeting to order at 6:30 PM, and announced a quorum was present.

PLEDGE OF ALLEGIANCE

Mayor Fortenberry led the Pledge of Allegiance.

Mayor Fortenberry recessed the Regular Meeting to convene the following Executive Session at 6:31 PM.

EXECUTIVE SESSION: Notice is given that a closed meeting will be held pursuant to Section 551.074 of the Texas Government Code (V.T.C.A.) so that the Council may discuss personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee (**Council Vacancy - Ward 1**).

Mayor Fortenberry reconvened the Regular Meeting at 6:50 PM.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any comments or items not properly posted on the agenda. [Note: Members of the public who wish to speak must complete a “Public Comment Form” and present it to the City Secretary before the meeting.]

Mayor Fortenberry read the statement above and inquired if the City Secretary received any public comment forms. The City Secretary stated that she did not receive any public comments forms.

REGULAR AGENDA ITEMS

- 1. APPROVE MINUTES OF THE CITY COUNCIL WORKSHOP/REGULAR MEETING OF NOVEMBER 21, 2022.**
MOTION: Mayor Pro Tem Michael Bancale moved approval of the minutes as presented but to allow for corrections.
SECOND: Council Member Bob Potter
AYES: Bruce, Potter, Price, Stephens, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

- 2. DISCUSSION AND POSSIBLE ACTION ON AN APPOINTMENT TO THE PARKS AND BEAUTIFICATION COMMITTEE.** City Manager Bo Thomas presented prospective applicant Ryan A. NeGron. Mr. NeGron briefly introduced himself and expressed his interest in serving the community.
MOTION: Council Member Johnny Price moved to approve the appointment of Ryan A. NeGron to the Parks and Beautification Committee, with the term expiring in December 2024.
SECOND: Council Member Erica Bruce
AYES: Bruce, Potter, Price, Stephens, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

- 3. DISCUSSION AND POSSIBLE ACTION ON REAPPOINTMENTS TO THE PARKS & BEAUTIFICATION COMMITTEE AND THE LIBRARY BOARD OF DIRECTORS.** City Manager Bo Thomas presented members who were eligible for reappointment.
MOTION: Mayor Pro Tem Michael Bancale moved to approve the reappointments of Jerry Snider and Vernon Bailey to the Parks and Beautification Committee, with terms expiring in December 2024; and moved to approve the reappointments of Jerry Snider, Julie Holcomb, Jennifer Hunt, and Lydia Dashner to the Library Board on a two-year term ending in December 2024.
SECOND: Council Member Johnny Price
AYES: Bruce, Potter, Price, Stephens, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

- 4. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2022-16 ADOPTING THE CITY OF HEWITT'S ARPA "AMERICAN RESCUE PLAN ACT"/FEDERAL PROCUREMENT POLICIES AND PROCEDURES.** City Manager Bo Thomas presented.
MOTION: Council Member Bob Potter moved to approve **Resolution No. 2022-16** adopting the City of Hewitt’s ARPA “American Rescue Plan Act”/Federal Procurement Policies and Procedures.
SECOND: Council Member Erica Bruce
AYES: Bruce, Potter, Price, Stephens, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

- 5. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2022-17 AMENDING AND ADOPTING THE CITY OF HEWITT'S INVESTMENT POLICY.** City Manager Bo Thomas presented amendments.
MOTION: Council Member Erica Bruce moved to approve **Resolution No. 2022-17** amending and adopting the City of Hewitt’s Investment Policy.
SECOND: Council Member Johnny Stephens
AYES: Bruce, Potter, Price, Stephens, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.
- 6. DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2022-13 AMENDING ORD. NO. 2021-16, ESTABLISHING TWO ADDITIONAL POLICE OFFICER POSITIONS, AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION.** City Manager Bo Thomas read the caption of the ordinance.
MOTION: Council Member Johnny Price moved to approve **Ordinance No. 2022-13** amending Ord. No. 2021-16, establishing two additional officer positions, and authorizing the number of employees in each classification.
SECOND: Council Member Bob Potter
AYES: Bruce, Potter, Price, Stephens, Bancale, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.
- 7. DISCUSSION AND POSSIBLE ACTION ON CANCELING THE CITY COUNCIL REGULAR MEETING FOR DECEMBER 21, 2022.** City Manager Bo Thomas presented. Mayor Pro Tem Bancale noted the City Council Meeting was on December 19 instead of December 21, 2022. The Council concurred to cancel the meeting on December 19, 2022.
- 8. DISCUSSION AND POSSIBLE ACTION ON RESCHEDULING THE CITY COUNCIL MEETINGS OF JANUARY 2, 2023, AND JANUARY 16, 2023, TO JANUARY 9, 2023, AND JANUARY 23, 2023.** City Manager Bo Thomas presented. The Council concurred with rescheduling the Council meetings to January 9 and 23, 2023.
- 9. DISCUSSION AND POSSIBLE ACTION ON WARD 1 CITY COUNCIL VACANCY, INCLUDING BUT NOT LIMITED TO: ACTION, IF ANY, TO BE TAKEN TO FILL VACANCY; APPOINTMENT; APPOINTMENT PROCESSES; AND OTHER MATTERS RELATING TO ANY OF THE ABOVE.** City Manager Bo Thomas presented. Mayor Steve Fortenberry stated the consensus of the Council was to leave the position vacant until the May 2023 General Election.

ADJOURNMENT

MOTION: Council Member Erica Bruce moved to adjourn the meeting at 7:13 PM.

SECOND: Council Member Bob Potter

AYES: Bruce, Potter, Price, Stephens, Bancale, and Fortenberry

NAYES: None

ABSENT: Turner

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Steve Fortenberry, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 9, 2023

AGENDA ITEM #: 4

SUBMITTED BY: Miles Whitney, P.E.

ITEM DESCRIPTION:

Presentation of the report from City Engineer Miles Whitney, P.E.

- 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 is required.

ATTACHMENTS:

Report

HEWITT TEXAS II

CITY ENGINEER'S REPORT
December 30, 2022

Utility Projects

Chaparral, Crescent, and Will Boleman

We are currently finalizing waterline realignment designs.

Commerce Park Plant Improvements

- Well
 - Having continued permitting and groundwater modeling discussions with the Southern Trinity Groundwater Conservation District (STGCD). Revised reports have been sent to STGCD for their review and consideration to amend the existing permit withdrawal location.
- Plant
 - Geotechnical bores have been performed.

Street/Transportation Projects

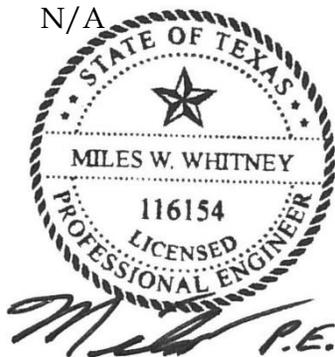
Chaparral, Crescent, and Will Boleman

Project topo has been taken, awaiting geotechnical bores to be taken for soil characteristics to determine final roadway design needs, bores are currently scheduled for Jan. 24th.

Drainage Projects

N/A

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 9, 2023

AGENDA ITEM #: 5

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Briefing and discussion concerning Financial Statements ending November 30, 2022.

STAFF RECOMMENDATION/ITEM SUMMARY:

The financial statements ending November 30, 2022 were sent electronically on December 12, 2022. 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 9, 2023

AGENDA ITEM #: 6

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action on the 2023 Interlocal Agreement for Household Hazardous Waste Collection with the City of Waco.

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 Hewitt residents to participate in this year's event.

Additionally, approval would authorize the allocation of up to \$11,250 for participation. Funding is set aside in our current budget for this purpose.

The event is tentatively scheduled to take place on Saturday, March 25, 2023.

FISCAL IMPACT:

Amount Budgeted – \$11,000
Line Item in Budget – 10-50425-61-00

SUGGESTED MOTION:

I move approval of this item to authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2023 Household Hazardous Waste event and allocate funding for the cost of participation.

ATTACHMENTS:

Letter of Intent
Interlocal Agreement

HEWITT TEXAS

Kody Petillo
Director of Solid Waste Department
PO Box 2570
Waco, TX 76702-2570

RE: 2023 Household Hazardous Waste (HHW) Event

Dear Kody:

The City of Waco will be hosting an HHW Event, tentatively set for March 25, 2023. 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 an interlocal agreement for Waco to conduct the Event as stated above. As the event coordinator, Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event.

The City of Hewitt agrees to pay the cost for **Hewitt** residents estimated at **\$11,250**. Given the estimate of cost per participating household of **\$90**, this funding will provide for approximately **125 households** to participate. The City of 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 **City of Hewitt** funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact me or The City of Hewitt.

Respectfully,



Bo Thomas
City Manager

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, pandemics, 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 25, 2023** in the parking lot of the City of Waco Solid Waste Operations Center at 501 Schroeder Drive. If weather does not permit the Event to be held on March 25, 2023, then Waco will identify a date in the month of April 2023 to hold the Event;
- 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. 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:

Michelle Hicks, City Secretary

Date Signed: _____

APPROVED AS TO FORM & LEGALITY

Jennifer Richie, City Attorney

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CITY OF WOODWAY

By: _____
Dr. Shawn Oubre, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

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CITY OF HEWITT

By: _____
Bo Thomas, City Manager

ATTEST:

Lydia Lopez, City Secretary

Date Signed: _____

APPROVED:

Mike Dixon, City Attorney

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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 Zakhary, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

Exhibit A

Letter from Woodway stating its level of participation in dollars

Exhibit B

Letter from Hewitt stating its level of participation in dollars

Exhibit C

Letter from Lacy Lakeview stating its level of participation in dollars

Exhibit D

Letter from Bellmead stating its level of participation in dollars

EXHIBIT E

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

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

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

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

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

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 9, 2023

AGENDA ITEM #: 7

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action on the reappointment of Dan Francis as Municipal Court Judge and Will Hutson as Alternate Judge.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Council must appoint the Municipal Court Judge for a two-year term per City Charter. Dan has been our Judge for many years; he does an excellent job and has a great working relationship with our Court personnel.

At the recommendation of Judge Francis, the Council, in December 2020, also appointed an Alternate Judge, Will Hutson, who would be authorized to serve in his absence.

Both have agreed to serve again. If approved, the Judge and Alternate Judge will be reappointed for a new term expiring December 31, 2024. The staff recommends approval of these reappointments.

FISCAL IMPACT:

Amount Budgeted – \$13,200.00
Line Item in Budget – 10-50413-65-00

SUGGESTED MOTION:

I move to approve the reappointment of Municipal Court Judge Dan Francis and Alternate Judge Will Hutson for a two-year term expiring on December 31, 2024.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 9, 2023

AGENDA ITEM #: 8

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action to adopt **Ordinance No. 2023-01** adopting the proposed Redistricting Plan to change the Municipal Ward boundaries of the City of Hewitt, Texas, and provide an immediate effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

In fiscal year '21-'22, after census numbers were released and the Charter election was complete, Council authorized staff to undertake the redistricting process with the assistance of Mike Morrison, professor of law at Baylor University. After a lengthy process and waiting for the November election to be complete, the proposed plan accomplishes the balancing of Wards as required by federal election law and City Charter. If the Council adopted the plan today, it would impact the Ward boundaries for the upcoming Municipal election in May.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

I move approval of Ordinance No. 2023-01 adopting the proposed Redistricting Plan changing the Ward boundaries of the City of Hewitt, Texas and providing an immediate effective date.

ATTACHMENTS:

Ordinance No. 2023-01 with Exhibits

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, ADOPTING THE REDISTRICTING PLAN TO CHANGE THE MUNICIPAL WARD BOUNDARIES OF THE CITY OF HEWITT, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 2020 United States Census data has become available and the same reveals the need for this City to be redistricted to remain in compliance with the “one person, one vote” requirements of the Equal Protection Clause of the 14th and 15th Amendments to the U.S. Constitution and the provisions of Section 5 of the Federal Voting Rights Act of 1965, as reenacted in 2006, and the City Council has reexamined and adjusted the municipal ward boundaries based on that census data in order to maintain continued compliance with those federal requirements; and

WHEREAS, the proposed redistricting also complies with the City’s Charter by creating Wards with approximately the same number of qualified voters.

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

SECTION ONE. Pursuant to the powers conferred upon this City Council by the laws of the State of Texas and of the City’s Charter, the City Council does hereby adopt the redistricting plan, as identified and described in the attached exhibits to change the boundaries of the municipal wards:

- | | |
|------------------|---|
| EXHIBIT A | Hewitt City Plan Demographics |
| EXHIBIT B | Map of Adopted Ward Boundaries |
| EXHIBIT C | Metes and Bounds Description |
| EXHIBIT D | Distribution of Qualified Voters among Wards |

The aforementioned Exhibits are expressly incorporated herein by reference.

None of the changes to the Wards will place an existing member of the City Council outside of his/her Ward.

SECTION TWO. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provisions of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions, and to this end the provisions of this Ordinance are declared to be severable.

SECTION THREE. Cumulative. To the extent any prior ordinance of the City of Hewitt (or any provision, clause, phrase, sentence, or paragraph contained herein) conflicts with this ordinance, said conflicted ordinance, provision, clause, phrase, sentence, or paragraph is hereby repealed.

SECTION FOUR. Open meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 511, Tex. Gov't Code.

PASSED, APPROVED, and EFFECTIVE this **9th** day of **January, 2023**, at a regular Council Meeting, after due public notice.

Steve Fortenberry, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM:

Michael W. Dixon, City Attorney

EXHIBIT A

Hewitt City		Adopted Plan					
Ideal	Total	White	Black	Other	Hispanic	Tot. Min.	
5342	16026	10425	1588	1244	2769	5601	
		65.05%	9.91%	7.76%	17.28%	34.95%	
Ward One	5444	3557	559	360	968	1887	
102		65.34%	10.27%	6.61%	17.78%	34.66%	
Ward Two	5421	3632	486	442	861	1789	
79		67.00%	8.97%	8.15%	15.88%	33.00%	
Ward Three	5161	3236	543	442	940	1925	
(181)		62.70%	10.52%	8.56%	18.21%	37.30%	
	Max Variation		283	Max Deviation		5.30%	
Ward One	102	1.91%		Max Var	283		
Ward Two	79	1.48%					
Ward Three	(181)	-3.39%		Max Dev	5.30%		

EXHIBIT B

Adopted Ward Lines

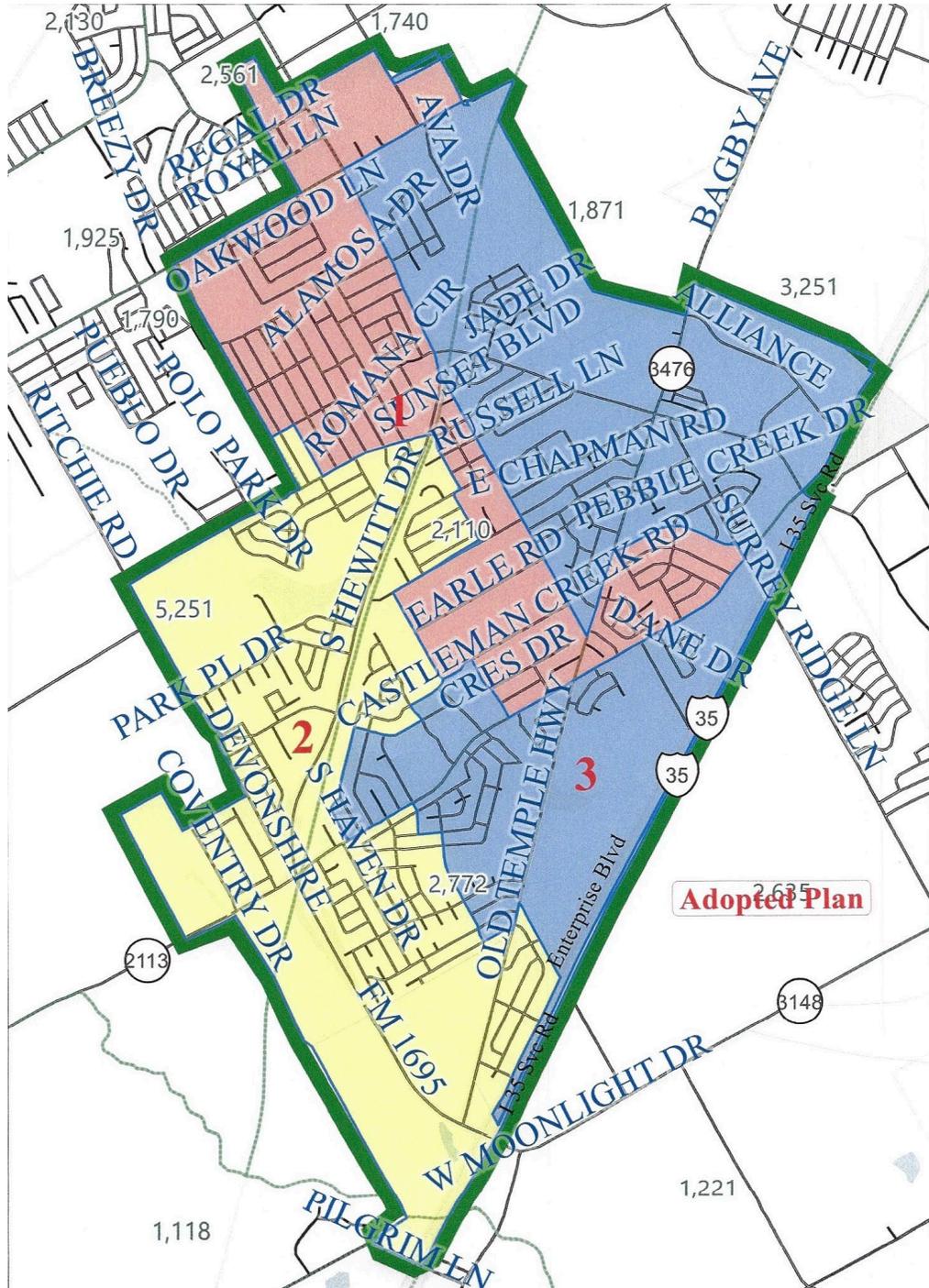


EXHIBIT C

Metes and Bounds of Adopted Plan

Ward One

All of that portion of McLennan County bounded and described as follows: Beginning at the point of intersection of the Waco/Hewitt city line and Alamo Dr, and proceeding Northerly along the Waco/Hewitt city line, follow the Waco/Hewitt city limit line until one is back to Panther Way, and proceeding easterly along Panther Way to the Waco/Hewitt city line, and proceeding northerly along the Waco/Hewitt city line to Panther Way, and proceeding westerly along Panther Way to Hewitt Dr, and proceeding southerly along Hewitt Dr to 1st St, and proceeding southerly along 1st St to Old Temple Rd, and proceeding northerly along Old Temple Rd to Crestwood Dr, and proceeding easterly along Crestwood Dr to Hillside Dr (western most intersection of the two), and proceeding easterly along Hillside Dr to Attaway Rd, and proceeding southerly along Attaway Rd to Spring Valley Rd, and proceeding southerly along Spring Valley Rd to Spring Valley Rd, and proceeding westerly along Spring Valley Rd to Chapparral Rd, and proceeding northerly along Chapparral Rd to Castleman Creek Rd, and proceeding westerly along Castleman Creek Rd to Chapman Rd, and proceeding easterly along Chapman Rd to Moss Hill Rd, and proceeding northerly along Moss Hill Rd to W Wall St, and proceeding easterly along W Wall St to 3rd St, and proceeding northerly along 3rd St to Warren St, and proceeding westerly along Warren St to Fannin Dr, and proceeding northerly along Fannin Dr to Alamo Dr, and proceeding westerly along Alamo Dr to the point of beginning.

Ward Two

All of that portion of McLennan County bounded and described as follows: Beginning at the point of intersection of the Hewitt city line and nonvisible boundary, and proceeding northerly along the Hewitt city line to the Waco/Hewitt city line, and proceeding northerly along the Waco/Hewitt city line to Alamo Dr, and proceeding easterly along Alamo Dr to Fannin Dr, and proceeding southerly along Fannin Dr to Warren St, and proceeding easterly along Warren St to 3rd St, and proceeding southerly along 3rd St to W Wall St, and proceeding westerly along W Wall St to Moss Hill Rd, and proceeding southerly along Moss Hill Rd to Chapman Rd, and proceeding westerly along Chapman Rd to Castleman Creek Rd, and proceeding southerly along Castleman Creek Rd to Aspen Incline Dr, and proceeding westerly along Aspen Incline Dr to Crested Butte Dr, and proceeding southerly along Crested Butte Dr to Angel Fire Dr, and proceeding westerly along Angel Fire Dr to Eagles Nest Dr, and proceeding southerly along Eagles Nest Dr to Spring Valley Rd, and proceeding easterly along Spring Valley Rd to Vail Highlands, and proceeding southerly along Vail Highlands to Dendron Dr, and proceeding easterly along Dendron Dr to Waverly St, and proceeding southerly along Waverly St to Stoneridge Dr, and proceeding easterly along Stoneridge Dr to Old Temple Rd, and proceeding northerly along Old Temple Rd to Baxley St, and proceeding southerly along Baxley St to nonvisible City Limit boundary (located near intersection of Baxley St. and Enterprise Blvd), and proceeding southerly along nonvisible City Limit boundary back to the point of beginning.

Ward Three

All of that portion of McLennan County bounded and described as follows: Beginning at the point of intersection of Angel Fire Dr and Eagles Nest Dr, and proceeding easterly along Angel Fire Dr to Crested Butte Dr, and proceeding northerly along Crested Butte Dr to Aspen Incline Dr, and proceeding easterly along Aspen Incline Dr to Castleman Creek Rd, and proceeding easterly along Castleman Creek Rd to Chapparral Rd, and proceeding southerly along Chapparral Rd to Spring Valley Rd, and proceeding easterly along Spring Valley Rd to Spring Valley Rd, and proceeding easterly along Spring Valley Rd to Attaway Rd, and proceeding northerly along Attaway Rd to Hillside Dr, and proceeding westerly along

Hillside Dr to Crestwood Dr (western most intersection of the two), and proceeding westerly along Crestwood Dr to Old Temple Rd, and proceeding southerly along Old Temple Rd to 1st St, and proceeding northerly along 1st St to Hewitt Dr, and proceeding northerly along Hewitt Dr to Panther Way, and proceeding easterly along Panther Way to the Waco/Hewitt city line, and proceeding along the Waco/Hewitt city line to the Hewitt city line, and proceeding easterly along the Hewitt city line to the Robinson/Hewitt city line (Enterprise Blvd), and proceeding southerly along the Hewitt city line to Baxley St, and proceeding northerly along Baxley St to Old Temple Hwy, and proceeding southerly along Old Temple Hwy to Stoneridge Dr, and proceeding westerly along Stoneridge Dr to Waverly St, and proceeding northerly along Waverly St to Dendron Dr, and proceeding westerly along Dendron Dr to Vail Highlands, and proceeding northerly along Vail Highlands to Spring Valley Rd, and proceeding westerly along Spring Valley Rd to Eagles Nest Dr, and proceeding northerly along Eagles Nest Dr to the point of beginning.

EXHIBIT D

Qualified Voter Distribution				
Ideal	3607		Variance	Deviation
Ward One	Registered Voters	3530	-77	-2.13%
Ward Two	Registered Voters	3550	-57	-1.58%
Ward Three	Registered Voters	3740	133	3.69%
Registered Voters	Maximum Dev. Between 1 and 3		210	5.82%

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 9, 2023

AGENDA ITEM #: 9

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Discussion concerning the May 6, 2023 General Election.

STAFF RECOMMENDATION/ITEM SUMMARY:

The next General Election will be held on May 6, 2023. The Council will order the General Election on February 6, 2023. The following Council positions are up for election this year: Ward 1, Place 1; Ward 2, Place 1; Ward 3, Place 1; and Council Member At-Large.

Candidate packets for the May 6, 2023 General Election are now available. The first day to file an application for a place on the general election ballot is **Wednesday, January 18, 2023**, and the last day to file is **Friday, February 17, 2023, by 5:00 PM**.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

None

ATTACHMENTS:

Notice of Deadline to File an Application for Place on the Ballot

NOTICE OF DEADLINE TO FILE AN APPLICATION FOR PLACE ON THE BALLOT

(AVISO DE FECHA LÍMITE PARA PRESENTAR UNA SOLICITUD PARA UN LUGAR EN LA BOLETA)

Notice is hereby given that an application for a place on the City of Hewitt
(name of political subdivision/party)

Regular/Special/Primary Election ballot may be filed during the following time: see table below
(Circle one)

(Se da aviso por la presente que una solicitud para un lugar en la boleta de la Elección

Regular/Especial/Primaria de cuidad de Hewitt, Texas se pueden presentar
(marcar una con círculo) (nombre de la subdivisión política/partido)

durante el siguiente horario: vea la tabla de abajo)

<p>Filing Dates and Times: (Fechas y Horario para Entregar Solicitudes)</p> <p>Start Date: <u>January 18, 2023</u> End Date: <u>February 17, 2023</u> (Fecha Inicio) (Fecha Límite)</p> <p>Office Hours: <u>Monday-Friday -- 8:00 am to 5:00 pm</u> (Horario de la Oficina)</p>
--

Physical address for filing an application in person for place on the ballot:
(Dirección a física para presentar una solicitud en persona para un lugar en la boleta)

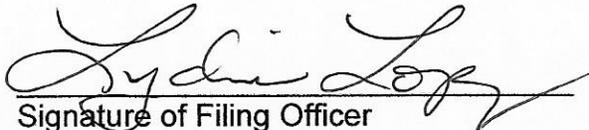
City Secretary's Office - Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

Address to mail an application for place on the ballot (if filing by mail):
(Dirección a donde enviar una solicitud para un lugar en la boleta (en caso de presentar por correo))

Lydia Lopez, City Secretary, 200 Patriot Court, Hewitt, TX 76643

Email or Fax Number to send an application for place on the ballot:
(Dirección de correo electrónico o número de fax para enviar una solicitud para un lugar en la boleta)

citysecretary@cityofhewitt.com


Signature of Filing Officer
(Firma del Oficial de Archivos)

Lydia Lopez
Printed Name of Filing Officer
(Nombre en letra de molde del Oficial de Archivos)

December 12, 2022
Date Posted
(Fecha archivada)