CITY COUNCIL WORKSHOP/REGULAR MEETING

April 15, 2024 at 6:00 PM
Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Steve Fortenberry, Mayor, Ward 3
Erica Bruce, Mayor Pro Tem, Ward 3 – **Michael S. Bancale**, Council Member, At-Large
Johnny Stephens, Council Member, Ward 1 – **Johnny Price**, Council Member, Ward 2
Bob Potter, Council Member, Ward 2 – **Brad Turner,** Council Member, Ward 1

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 - 6:00 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

WORKSHOP AGENDA

1. Briefing and discussion concerning the variance request and the zone change requests (Agenda Items 3 and 4).

2. Briefing and discussion concerning an update to the City of Hewitt's Strategic Plan 2024-2029.
   General Services, Human Resources, City Secretary

WORKSHOP ADJOURNMENT

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC HEARING(S) AND RELATED ACTION

3. Public hearing and possible action on **Ordinance No. 2024-3** granting a request for a variance to the sign ordinance for a sign located at 337 Enterprise Blvd. as prescribed in Chapter 58 Sign Regulations.

4. Public hearing and possible action on **Ordinance No. 2024-05** to change the zoning of O'Campo C A-32 Tract 1, a 5.649-acre tract located at 506 Sun Valley Blvd., from R-1 Single Family Residential District to C-1 Restricted Commercial District.

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

5. Approval of minutes of the City Council Workshop/Regular Meeting held on April 1, 2024.

6. Briefing and discussion concerning Financial Statements ending March 31, 2024.

7. Discussion and possible action on approval of the Quarterly Investment Report ending March 31, 2024.

8. Discussion and possible action on **Ordinance No. 2024-06** providing for the sale and issuance of the City of Hewitt, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024 for improvements to the City's waterworks and sewer system in an aggregate amount not to exceed $3,000,000; and ordaining other matters relating to the subject.

9. Discussion and possible action on reappointing members to the Board of Adjustment.

10. Discussion and possible action on **Ordinance No. 2024-07** approving the City of Hewitt 2024 Drought Contingency Plan.

11. Discussion and update regarding wastewater flows and capacity demands between the Central Wastewater Treatment Plant and the Bullhide Wastewater Treatment Plant.

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on **April 10, 2024**, by 5:00 PM.

CITY OF HEWITT

Lydia Lopez

Lydia Lopez, TRMC/CMC
City Secretary

In compliance with the Americans 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 accessible 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.

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 3.

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and possible action on **Ordinance No. 2024-3** granting a request for a variance to the sign ordinance for a sign located at 337 Enterprise Blvd. as prescribed in Chapter 58 Sign Regulations.

STAFF RECOMMENDATION/ITEM SUMMARY:

FASTSIGNS submitted a request for a variance to the sign ordinance. The property is at 337 Enterprise Blvd., the new Capital Farm Credit building. They request a variance for a thirty-five-foot-tall pylon sign with a facing of approximately 78 square feet. The owner requests to change the existing single pylon sign from 26 feet to 35 feet tall for the development. They are requesting this change due to the new Whitewater Car Wash built adjacent to their property. A map of the property, along with the application, is included in the backup material. Staff is recommending approval of this request.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve **Ordinance 2024-03** granting a variance to the sign ordinance located at 337 Enterprise for a thirty-five-foot-tall pylon sign as presented.

ATTACHMENTS:

1. Signed Variance Request
2. F631 - Hewitt - Pilon - 26.5 vs 35
3. CFC - Hewitt - Pylon Permitting - Engineering-Drawings-Signage - 3.11.24 - 35FT OAH
4. Agent Letter 1 2
5. 2024-03 Ordinance Sign Variance - 337 Enterprise 2

HEWITT
TEXAS

Application of Sign Variance

Legal Description of Property: Lot 21, Block 1 of the Commerce Park @ I-35 Hewitt Addition, to the City of Hewitt, McLennan County, Texas, as shown on plat recorded under Clerk's File Number 2022043740

Describe the location of the property as submitted by this application. This may be in the form of a street address, general description, or nearest intersection.

337 Enterprise Boulevard, Hewitt, TX

Number of Lots: 1 Number of Acres: 1 Flood Zone: NO

Zoning Classification: B-P (Business Park District)

Existing Building(s) on Property: None

Total Square footage of all buildings on Property: 5,682 square feet

I, the undersigned property owner or applicant of the following described real property located in the City of Hewitt, Texas hereby make this application by variance, by requesting approval for the following project: (Include how the project plans vary from the Sign Ordinance): _____Pylon Sign - New Build Capital Farm Credit - i35 and Alliance Pkway. Sign does not conform to code based on right-of-way linear footage and building squarefootage relative to signs over all height & square footage. Sign is apart of the customers new build package._____

Indicated the number and give a brief description of the Section of the Sign Ordinance for which the variance is being requested. ____Section 58-7 - D. Detatched signage_- Detatched Signs between 5000sqft-20,000sqft shall not be over 8ft above right-of-way average grade._____

Please provide the following recording information and a copy of the document(s) listed below with this application:

Ownership(deed)Doc#/MCC No 2022043740

Please provide the proposed meeting date for this application to be considered (See Meeting Schedule): _____

The Variance application must be completed along with the following information:

1. A notarized letter from the property owner authorizing applicant to present the request, if the property owner will not be presenting the request and stating reasons for request.
2. Submit one (1) copy of survey and one (1) copy of building plans.
3. Non-refundable application fee (see fee schedule).
4. Application, fee, documents, etc., in completed form must be submitted to the Planning Department before or no later than 12:00 noon on the deadline date (see schedule).

I attest that the above information is true and correct to the best of my knowledge and I am now or will be fully prepared to present the above proposal at the City Council hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I, understand that in the event the undersigned is not present or represented at the public hearing, the City Council shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by the City Council.

I reserve the right to withdraw this proposal. However, written withdrawals filed at any time after the giving of notice to the City Council shall constitute a denial by the City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Name of Property Owner: Capital Farm Credit, ACA

Telephone Number: 877-944-5500

Mailing Address: 3000 Briarcrest Dr, Suite 601; Bryan, TX 77802

Email Address: realestate@capitalfarmcredit.com

Signature of Property Owner: Jim Phillips

Date: 3/11/24

Name of Applicant/Representative: __Kyle Rowlee_____

Telephone Number: _____254-751-7446_____

Mailing Address: _____307 Lake Air Dr. Waco, TX 76710_____

Email Address: _____kyle.rowlee@fastsigns.com_____

Signature of Applicant/Representative: _____Kyle Rowlee_____

Date: _____5.31.23

_____

Existing

35FT - Scaled Uniform - Taller & Wider

File Name:	Date:	APPROVAL:
Customer:	Drawn By:	Signature: Print: Date:
Location:	Sign-Off:	fastsigns.com/631

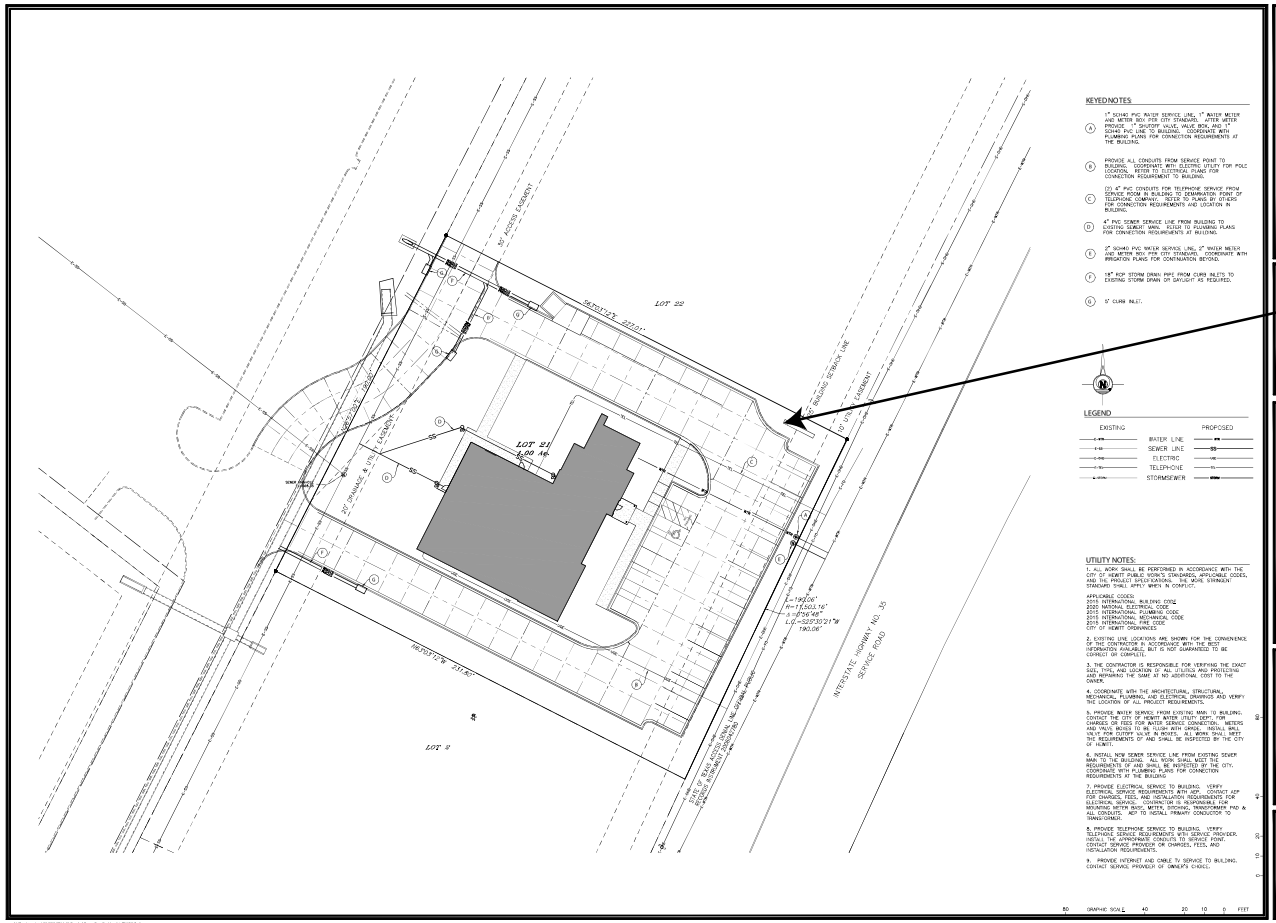
FASTSIGNS®
Make Your Statement™
307 Lake Air Dr. | Waco, TX 76710 | P: 254.751.7446

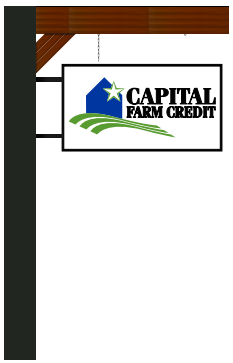
CAPITAL FARM CREDIT

Hewitt, TX
Detatched Pylon Sign
337 Alliance Parkway
35’ Over-All-Height Version

File Name: CFC - Hewitt - Pylon/Pole Sign	Date: 3.11.24	Notes:
Customer: CAPITAL FARM CREDIT	Drawn By: JNEAL	
Location: Hewitt, TX	Sign-Off:	fastsigns.com/631

FASTSIGNS®
Make Your Statement℠
307 Lake Air Dr. | Waco, TX 76710 | p: 254.751.7446





Existing sign will be removed.
Pole will be cut and removed.
Existing footer will remain underground and be covered with top grade soil & mulch.
New sign foundation/footer will set-back 6' to both avoid previous footer and to allow for the 15' set-back from DOT right-of-way.

File Name: CFC - Hewitt - Pylon/Pole Sign	Date: 3.11.24	Notes:
Customer: CAPITAL FARM CREDIT	Drawn By: JNEAL	
Location: Hewitt, TX	Sign-Off:	

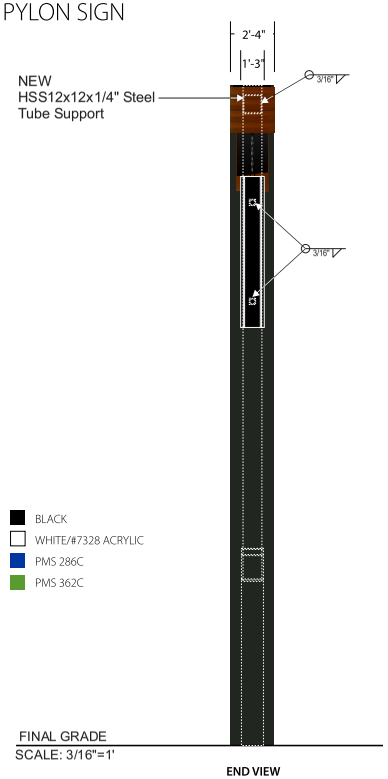
fastsigns.com/631

FASTSIGNS®
Make Your Statement℠
307 Lake Air Dr. | Waco, TX 76710 | p: 254.751.7446

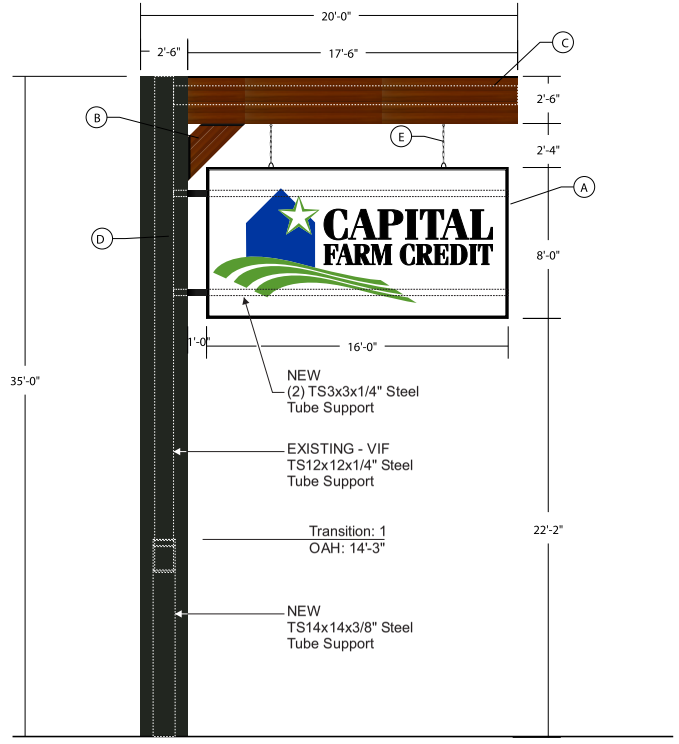
DocuSign Envelope ID: BA7B51DC-C246-41BC-9E08-F3D51CAF447A

ME #: 65291

PYLON SIGN



END VIEW



DOUBLE-SIDE PYLON SIGN
128.0 SQ FT

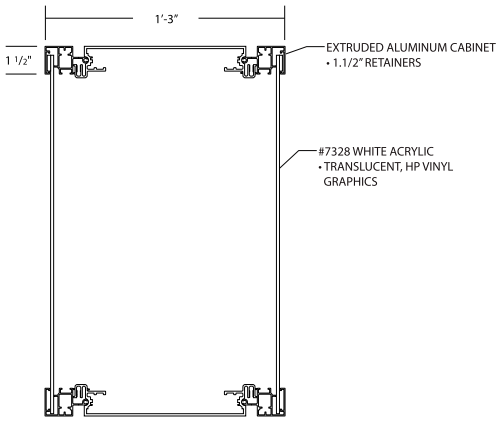
Ⓐ EXTRUDED ALUMINUM CABINET
- INTERNAL LED ILLUMINATION
- TRANSLUCENT, HP VINYL GRAPHIC

Ⓑ FABRICATED ANGLE BRACKET
- NICHIHA VINTAGE CEDAR BOARD SIDING

Ⓒ 20"X20" ALUMINUM BEAM
- NICHIHA VINTAGE CEDAR BOARD SIDING

Ⓓ STEEL/IRON SUPPORT
- PAINTED SATIN BLACK
- INSTALLATION PER ENGINEER'S SPECIFICATIONS

Ⓔ LARGE, DECORATIVE CHAIN
- PAINTED BLACK



CROSS SECTION
NOT TO SCALE

McFarland Engineering
183 Edgewater Cr
Mocksville, NC 27028
Structural Sign Design & Engineering Services

Ph: (281) 813-7439
Email: sean@signstructures.com
Web: www.signstructures.com

CAPITAL FARM CREDIT

Address: 337 ENTERPRISE BLVD
City/State: HEWITT, TX

Client: FASTSIGNS OF WACO

ENGINEERING OF VERTICAL SUPPORT AND FOUNDATION ONLY. NO CABINET ENGINEERING PROVIDED OR IMPLIED.

Initial Drawing:	(61499) DS
Revised OAH:	(65150) DS
Revised Sign Dimensions:	(65291) DS

DocuSigned by: Sean McFarland
1BDD4704DCE5406...
STATE OF TEXAS
SEAN M. McFARLAND
88579
LICENSED
PROFESSIONAL ENGINEER

The electronic seal appearing on this document was authorized by Sean M. McFarland, PE on February 22, 2023.

Date: 2-22-2023
Sheet #: 1 OF 2

NC Firm Registration: F-1136
Texas Expiration Date: 6/30/2024
Texas Firm Registration: F-6996

File Name: CFC - Hewitt - Pylon/Pole Sign	Date: 3.11.24	Notes:
Customer: CAPITAL FARM CREDIT	Drawn By: JNEAL	
Location: Hewitt, TX	Sign-Off:	fastsigns.com/631

FASTSIGNS®
Make Your Statement℠
307 Lake Air Dr. | Waco, TX 76710 | p: 254.751.7446

Date:	2/22/24	City, State:	Hewitt, TX	SHEET: 1 OF 3
Client:	**Fastsigns of Waco**	Overall Height:	35'-0"	Sean M. McFarland, P.E.
Sign:	Capital Farm Credit	Wind Speed	115 mph	McFarland Engineering

Sign Description — 337 Enterprise Blvd

Columns: 1

ME Job: 65291

REVISED SIGN DIMENSIONS

ULTIMATE LOADS

Height: Varies

Width: Varies

Table of Contents

Content:	Page
Design Loads	1
Support Design	1-3

Structural Variables and Code Loading Specifications

Cabinet Type:	Miscellaneous	Code:	2015 IBC
Structural Section:	Tube Steel - 46000psi	Wind Speed:	115
Number of Zones:	3	Wind Exposure:	C

Wind Loads Per ASCE 7-10

Sign Sections:

Zone	Cabinet Wt. Per Sq. Ft.	Pipe Weight Per Foot	Transition (Y or N)
1	20	39.4 #/FT	
2	5	39.4 #/FT	y
3	5	68.3 #/FT	y
4	0		
5	0		
6	0		
7	0		
8	0		

DocuSigned by:
Sean McFarland
1BDD4704DCE5405...

SEAN M. McFARLAND
88579
LICENSED
PROFESSIONAL ENGINEER

State License: Texas - 88579

Geometry: The electronic seal appearing on this document was authorized by Sean M. McFarland, PE on February 22, 2024

Zone	Top Elevation	Height	Width	Pressure	Force	Approx. Weight
1	35.00 FT	12.83 FT	12.95 FT *	26.01 PSF	4.32 K	3,829 #
2	22.17 FT	7.92 FT	2.50 FT *	17.72 PSF	0.35 K	411 #
3	14.25 FT	14.25 FT	2.50 FT *	17.10 PSF	0.61 K	1,152 #
				Total Wind Force =	5.28 K	5,392 #

Date:	2/22/24	City, State:	Hewitt, TX	SHEET: 2 OF 3
Client:	**Fastsigns of Waco**	Overall Height:	35'-0"	Sean M. McFarland, P.E.
Sign:	Capital Farm Credit	Wind Speed	115 mph	McFarland Engineering

337 Enterprise Blvd

ME Job: 65291

Moments at Transitions:

Zone	Lateral Force	3 Mom. Arm	2 Mom. Arm				
1	4.32 K	28.59 FT	14.34 FT				
2	0.35 K	18.21 FT	3.96 FT				
3	0.61 K	7.13 FT					
		134 K-FT	63 K-FT				
Section Properties:		53.06 IN^3	25.03 IN^3	.00 IN^3	.00 IN^3	.00 IN^3	.00 IN^3

Structural Sections to be used:

Zone	Option	Tube (NEW) Tube Dim.	Wall t.	Weight	Sxx	d/t	Sxx Req'd
3	Tube (NEW)	14.00 IN	0.375 IN	68 #/FT	82.63 IN^3	37.33	53.06 IN^3
2	Tube (VIF)	12.00 IN	0.250 IN	39 #/FT	41.45 IN^3	48.00	25.03 IN^3
	Horizontal Tube	12.00 IN	0.250 IN	39 #/FT	41.45 IN^3	48.00	
	Horizontal Tubes for Cabinet	3.00 IN	0.250 IN	9 #/FT	1.97 IN^3	12.00	

Structure Required

# Req'd	Size	Wall Thickness
1	14.00 IN	0.375 IN
1	12.00 IN	0.250 IN
1	12.00 IN	0.250 IN
2	3.00 IN	0.250 IN

Date:	2/22/24	City, State:	Hewitt, TX	SHEET:	3 OF 3
Client:	**Fastsigns of Waco**	Overall Height:	35'-0"		Sean M. McFarland, PE
Sign:	Capital Farm Credit	Wind Speed	115 mph		McFarland Engineering

337 Enterprise Blvd

ME Job: 65291

One Pier Footing (New)

Pier Footing Design:

Select the footing and soil type:

d = A / 2 * (1 + (1 + (4.36 * h) / A)^1/2))

where A = (2.34 * P) / (S1 * b)

Footing: Round

Vert. Soil Bearing (psf): 1500

Lat. Soil Bearing (psf): 150

Mmax =	134,246 #-FT
Pmax (Lateral) =	5,281 #
LSBP =	150 PCF
S1 =	1,111 PCF X d
d =	3.500 FT
A =	3.18 FT^2
h =	25.420 FT
d =	11.106 FT
USE:	3.50 FT. RND. X 11.50 FT DEEP PIER

Soil Bearing Check:

DLmax =	5,392 LBS	
Area of Footing =	9.62 FT^2	
Actural SBP =	560 PSF	
Allowable SBP =	1,200 PSF	(Includes code allowed 20% increase for every foot of footing below 12" into natural grade.)

560 PSF < 1,200 PSF THEREFORE OK

General Notes

1. Contractor shall verify all dimensions and conditions on job site
2. Structural steel pipe shall conform to ASTM A53 grade B type E or S, Fy=35 ksi min.
3. Structural steel tube shall conform to ASTM A500 grade B, Fy=46 ksi min.
4. Structural steel shapes and plates shall conform to ASTM A36.
5. Welding shall conform to AISC specs or local codes and performed by certified welder using arc process E70XX electrodes.
6. Isolate Aluminum from Steel
7. All bolt holes to be drilled or punched.
8. 2500 psi (min) 28-day Concrete Compressive Strength
9. All electrical work to conform to the requirements of UL48 and section 600 of NEC.
10. UL and Data labels required
11. Sign to be a minimum of 6-ft horizontal & 12-ft vertical from high voltage wires.
12. If there is no stub pipe to be used in the top cabinet, the supporting member immediately below the stub pipe shown can be extended to the top of the uppermost cabinet.
13. All Pipe sizes shown are minimum sizes. Pipe with a larger diameter and/or greater Sxx may be substituted
14. All structural lengths required are approximations only. Actual length may vary slightly depending on sign cabinet conditions.

CAPITAL FARM CREDIT

3/31/2023

200 Patriot Court
Hewitt, TX 76643

Dear Recipient:

Please let this letter serve as authorization for Kyle Rowlee of Fastsigns of Waco to act as agent for Capital Farm Credit in applying for sign variance with the City of Hewitt, TX. Should you have any questions, I can be contacted at 979.255.6034 or jim.phillips2@capitalfarmcredit.com.

Sincerely,

Jim Phillips, CFM, FMA, Facilities Director

Suzanne Rodriguez

NOTARY PUBLIC STATE OF TEXAS
SUZANNE RODRIGUEZ
My Notary ID # 6961736
Expires April 26, 2024

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, GRANTING A VARIANCE TO SECTION 58-7(p) SIGN REQUIREMENTS FOR NON-RESIDENTIAL USES OF THE CODE OF ORDINANCES OF THE CITY OF HEWITT, TEXAS TO ALLOW FOR SIGN REQUESTED BY DEVELOPMENT LOCATED AT 337 ENTERPRISE BLVD., HEWITT, TEXAS

CAME ON FOR CONSIDERATION a variance request by Kyle Rowlee of Fast Signs for Capital Farm Credit Union ("Applicant") for a pylon sign to be located at its development at 337 Enterprise BLVD., Hewitt, Texas. The development meets the requirements of developments adjacent to IH-35, qualifying to apply for a variance under Section 58-2.1 of the Hewitt Code of Ordinances. After a public hearing on the variance, the City Council considered and acted on the variance request.

Based on the information provided, it is FOUND that the Applicant is entitled to the variance requested because:

1) the topography or other special condition of the property not caused by the applicant supports granting the variance to improve sign visibility and/or

2) intervening structures or signs would block or substantially block the view from the Interstate of a sign standardly required in this Chapter, and the variance would enhance sign visibility

It is further FOUND that:

a) The requested sign will not block the view from Enterprise Blvd. of any other sign or structure or otherwise have a serious adverse effect on the use and enjoyment of neighboring properties;
b) The applicant will suffer a substantial hardship if the variance is not granted due to less utilization of its development;
c) Granting the variance would not be contrary to the public interest and is within the spirit of the ordinance and past practices; and
d) The variance would further substantial justice and fairness.

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

1. The recitals set forth above are incorporated and made findings of fact and

2. The variance requested by Kyle Rowlee of Fast Signs (Capital Farm Credit Union) for a 35 - foot-tall pylon sign with a facing of approximately 78 square feet is approved to be located at its development at 337 Enterprise Blvd., Hewitt, Texas, is GRANTED.

PASSED AND APPROVED: April 15, 2024.

CITY OF HEWITT, TEXAS

_____
Dr. Erica Bruce, Mayor Pro Tem

ATTEST:

_____
Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
Michael W. Dixon, City Attorney

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 4.

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and possible action on **Ordinance No. 2024-05** to change the zoning of O'Campo C A-32 Tract 1, a 5.649-acre tract located at 506 Sun Valley Blvd., from R-1 Single Family Residential District to C-1 Restricted Commercial District.

STAFF RECOMMENDATION/ITEM SUMMARY:

David Hodson requested to change the zoning of O'Campo C A-32 Tract 1, a 5.649-acre tract located at 506 Sun Valley Blvd., from R-1 Single Family Residential District to C-1 Restricted Commercial District. This tract has the house addressed as 506 and acreage behind it. The Planning and Zoning Commission met on Tuesday, April 2, 2024, to consider the request. After a public hearing and deliberation, the commission recommends approval of the request as submitted by a vote of 4 to 2.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve/disapprove **Ordinance 2024-05** rezoning O'Campo C A-32 Tract 1, a 5.649-acre tract located at 506 Sun Valley Blvd., from R-1 Single Family Residential District to C-1 Restricted Commercial District.

ATTACHMENTS:

1. minutes
2. Planning & Zoning Agenda Packet 04022024 2
3. 2024-05 Rezone ordinance -506 Sun Valley R-1 to C-1
4. Exhibit A

PLANNING & ZONING COMMISSION NOTICE OF MEETING

April 2, 2024 at 6:00 PM
Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

MINUTES

Commission: Walter H. Peterson, Chairman
Travis Bailey, Bobby Drake, Dustin Crawford, Brian Dalrymple, Michael Lee Hix, Paul Lasater
City Staff: Bo Thomas - City Manager, **Miles Whitney** - City Engineer, **Tracy Lankford** - Community Development Director, **Brittney Cantu** - Zoning Secretary

CALL TO ORDER

Members Present: Chairman Walt Peterson, Travis Bailey, Brian Dalrymple, Bobby Drake, Mike Hix, Paul Lasater
Members Absent: Dustin Crawford
Staff Present: Tracy Lankford, Community Development Director
Brittney Cantu, Community Development Coordinator

Chairman Walt Peterson called the meeting to order at 6:00PM.

PUBLIC HEARING(S) AND RELATED ACTION

1. Public hearing on a request by David Hodson to change the zoning of O'Campo A-32 Tract 1, being a 5.649 acre tract located at 506 Sun Valley Blvd, from R-1 Single Family Residental District to C-1 Restricted Commercial District.

   Public Hearing opened at 6:00PM. Speaking on behalf of request, David Hodson residing at 506 Sun Valley Blvd. Mr. Hodson wants to rezone this property to C-1 in order to allow for more Airbnb's to be allowed on the property. John Denton, residing at 328 Ivy Lane, spoke against request stating this would be considered spot zoning and believes this would cause a strain on resources in the City. Donna Gutierrez, residing at 312 Ivy Lane, stated she is concerned about additional buildings being added if the rezone request is allowed. Michele Denton, residing at 312 Ivy Lane, stated that she is not against the current Airbnb's at the location, but is concerned about potential expansion of the property as well as safety concerns regarding transient residents. Mrs. Gunn, residing at 320 Ivy Lane, stated she is not in favor of the rezone request. Luanne Hodson, residing at 506 Sun Valley, spoke in favor of the rezone request stating that the Airbnb tenants help the economy as they are coming in to see Baylor, Magnolia, and various other cites in the city. Sean Gathright, residing at 510 Sun Valley, stated

he is in favor of the project.
Public Hearing closed at 6:25PM.

REGULAR AGENDA ITEMS

2. Discussion and possible action to a request by David Hodson to change the zoning of O'Campo A-32 Tract 1, being a 5.649 acre tract located at 506 Sun Valley Blvd, from R-1 Single Family Residental District to C-1 Restricted Commercial District.
   The Board asked the City's opinion on the rezone request. Tracy Lankford stated that the City is neutral on regarding the rezone request. Mr. Lankford stated C-1 is the most restricted commercial district, allowing for lower density businesses. A motion was made by Paul Lasater, seconded by Mike Hix, to recommend approval of the rezone request. Chairman Walt Peterson and Bobby Drake also in favor of rezone request. Travis Bailey and Brian Dalrymple opposed to request. The vote is 4 in favor, 2 opposed, motion to go before City Council on April 15, 2024.

3. Consider approval of minutes for the March 7, 2024 regular Planning and Zoning Meeting.
   A motion was made by Travis Bailey, seconded by Brian Dalrymple, to approve the minutes as submitted, but allow for corrections. All six in favor, motion passed.

ADJOURNMENT
Meeting is adjourned at 6:38PM

Approved:_____
Chairman

ATTEST:

_____
Brittney Cantu
City of Hewitt Zoning Secretary

_____
Tracy Lankford
Community Development Director

PLANNING & ZONING COMMISSION NOTICE OF MEETING

April 2, 2024 at 6:00 PM
Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Commission: Walter H. Peterson, Chairman
Travis Bailey, Bobby Drake, Dustin Crawford, Brian Dalrymple, Michael Lee Hix, Paul Lasater
City Staff: Bo Thomas - City Manager, **Miles Whitney** - City Engineer, **Tracy Lankford** - Community Development Director, **Brittney Cantu** - Zoning Secretary

Planning and Zoning meetings are held as needed on the first Tuesday of each month at 6 PM in the City of Hewitt Council Chambers unless otherwise posted.

CALL TO ORDER

PUBLIC HEARING(S) AND RELATED ACTION

1. Public hearing on a request by David Hodson to change the zoning of O'Campo A-32 Tract 1, being a 5.649 acre tract located at 506 Sun Valley Blvd, from R-1 Single Family Residental District to C-1 Restricted Commercial District.

REGULAR AGENDA ITEMS

2. Discussion and possible action to a request by David Hodson to change the zoning of O'Campo A-32 Tract 1, being a 5.649 acre tract located at 506 Sun Valley Blvd, from R-1 Single Family Residental District to C-1 Restricted Commercial District.

3. Consider approval of minutes for the March 7, 2024 regular Planning and Zoning Meeting.

ADJOURNMENT

I, the undersigned authority, do hereby certify that the above notice of a meeting of the Planning and Zoning Commission of the City of Hewitt, Texas was posted on a Public Notice Board located in front of City Hall on March 28, 2024 by 5:00 PM.

CITY OF HEWITT

Brittney Cantu

Brittney Cantu
City of Hewitt Zoning Secretary

In compliance with the Americans 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 accessible 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 Zoning Secretary at 254.666.6173.

HEWITT
TEXAS

PLANNING AND ZONING ADMENDMENT OF THE ZONING ORDINANCE

Legal Description of Property: 506 Sun Valley Blvd Hewitt TX 76643

Describe the location of the property as submitted by this application. This may be in the form of a street address, general description, or nearest intersection.

506 Sun Valley Blvd which ~~includes~~ is 5.649 acres

Zoning Change From R 1 to C 1

Please describe the interest in property:

Have Airbnb's/ Short Term Rental properities

Existing Building(s) on Property: house and shed

Total square feet of all Buildings on Property: ≈ 3600 sq ft

Please provide the following recording information and a copy of the document(s) listed below with this application:

Ownership (deed): Doc. #/MCC No.: ~~FTC 2331445~~ LH 20230028932

Please provide the proposed meeting date for this application to be considered (See Meeting Schedule):

The rezoning application must be completed along with the following information:

1. A notarized letter from the property owner authorizing applicant to present the request, if the property owner will not be presenting the request and stating reasons for request.
2. Submit one (1) PDF file, one (1) hardcopy, one (1) CAD file of plat for review purposes – Must be in State Plane Coordinates using the Texas Central Zone NAD 83.
3. Submit one (1) copy of building plans, if existing building(s) exist.
4. Non-refundable application fee (see Fee Schedule)
5. Application, fee, documents, etc., in completed form must be submitted to the Planning Department before or no later than 12:00 noon on the deadline date (see schedule).

I attest that the above information is true and correct to the best of my knowledge and I am now or will be fully prepared to present the above proposal at the Planning and Zoning Commission hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I, understand that in the event the undersigned is not present or represented at the public hearing, the Planning and Zoning Commission shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by both the Planning and Zoning Commission and the City Council.

I reserve the right to withdraw this proposal. However, written withdrawals filed at any time after the giving of notice to the Planning and Zoning Commission shall constitute a denial by the Commission and City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Name of Property Owner: David + SUANN Hodson

Telephone Number: 254-722-6576

Mailing Address: 506 SUN Valley BIVd Hewitt TX 76643

Email Address: hodlve@AOL.com

Signature of Property Owner: DJR Hodson

Date:

MARILEE TULANE
Notary ID #129954156
My Commission Expires
September 17, 2026

Marilee Tulane

Name of Applicant/Representative:

Telephone Number:

Mailing Address:

Email Address:

Signature of Applicant/Representative:

Date:

LEGAL DESCRIPTION:

BEING a 5.649 acre, more or less, tract of land in the City of Hewitt, McLennan County, Texas, and being all of that called 1 acre tract conveyed to Joe O. Seeber by deed recorded as Clerk's File Number 2002010534 of the Official Public Records of McLennan County, Texas (OPRMCT), all of that called 2.732 acre tract conveyed to Joe Seeber by deed recorded as Clerk's File Number 2005008019 of the OPRMCT and part of that called 5.0 acre tract (save and except that portion platted as Lot 1, Block 1 of the Vick Addition - plat recorded in Volume 1361, Page 274 of the DRMCT) conveyed to Joe Oliver Seeber, Jr., by deed recorded as Clerk's File Number 2004028336 of the OPRMCT. This tract is described by metes and bounds in 'Exhibit A' attached hereto and made a part hereof.

To the lien holders and/or the owners of the premises surveyed and to all parties interested in the title to the premises surveyed: The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon and that said property has access to and from a dedicated roadway, county road or roadway/ingress-egress easement as shown hereon.

Brent M. Taylor RPLS No. 6294

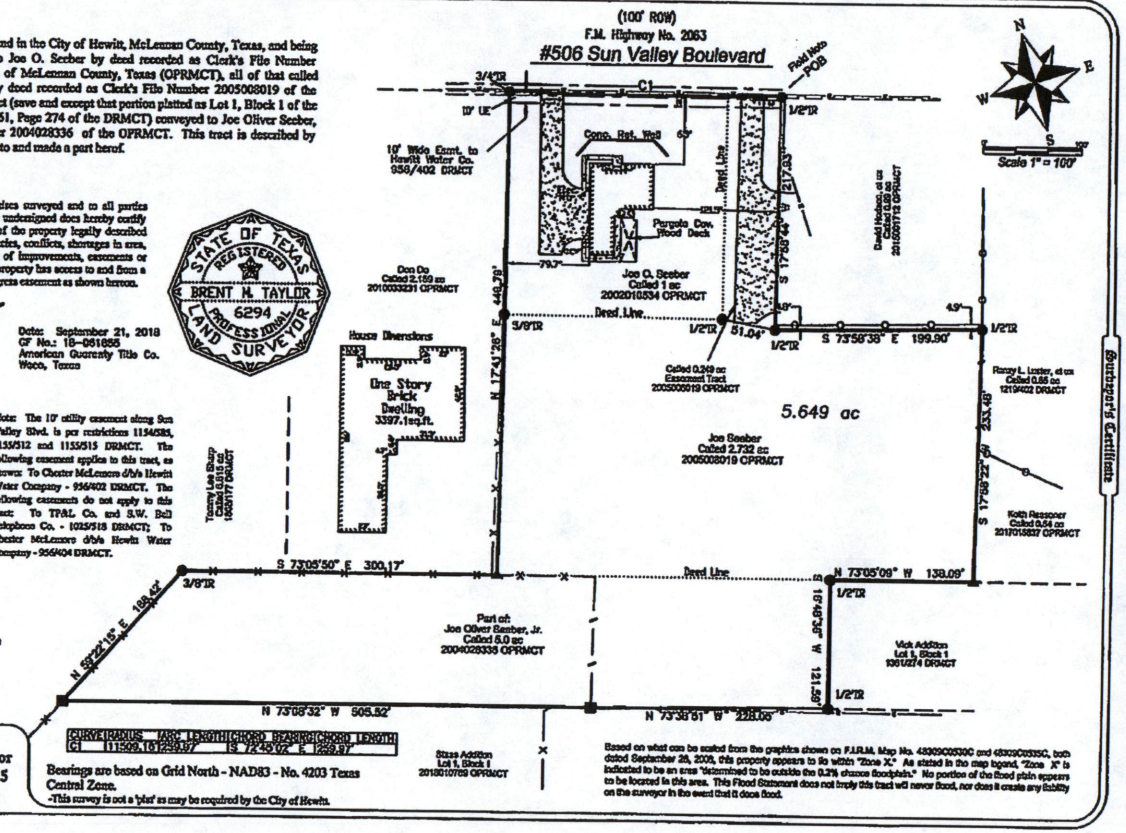
Date: September 21, 2018
GF No.: 18-061655
American Guaranty Title Co.
Waco, Texas

STATE OF TEXAS
REGISTERED
BRENT M. TAYLOR
6294
PROFESSIONAL
LAND SURVEYOR

Note: The 10' utility easement along Sun Valley Blvd. is per restrictions 1154/585, 1155/512 and 1155/515 DRMCT. The following easement applies to this tract, as shown: To Chester McLemore d/b/a Hewitt Water Company - 956/402 DRMCT. The following easements do not apply to this tract: To TPAL Co. and S.W. Bell Telephone Co. - 1025/518 DRMCT; To Chester McLemore d/b/a Hewitt Water Company - 956/404 DRMCT.

LEGEND

- Found Iron Rod (IR)
- Found 120d Nail
- 12" Wood Post for Corner
- Wood Fence
- Chain Link Fence
- Wire Fence
- UE Utility Easement
- Concrete
- Asphalt
- Water Meter
- Power Pole and O/h. Elec. Line
- Covered Areas



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11509.15'	259.97'	S 72°45'02" E	259.97'

Bearings are based on Grid North - NAD83 - No. 4203 Texas Central Zone.
-This survey is not a 'plat' as may be required by the City of Hewitt.

Based on what can be scaled from the graphics shown on F.I.R.M. Map No. 48309C0530C and 48309C0535C, both dated September 26, 2008, this property appears to lie within "Zone X." As stated in the map legend, "Zone X" is indicated to be an area "determined to be outside the 0.2% chance floodplain." No portion of the flood plain appears to be located in this area. This Flood Statement does not imply this tract will never flood, nor does it create any liability on the surveyor in the event that it does flood.

Brent M. Taylor
Registered Professional Land Surveyor
P.O. Box 154544, Waco, Texas 76715
rpls6294@yahoo.com / Ph. 254-717-5938

ORDINANCE NO. 2024-05

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

WHEREAS, in accordance with the Code of Ordinances of the City of Hewitt, David Hodson submitted a request to rezone property known as O'Campo C A-32 Tract 1, a 5.649-acre tract located at 506 Sun Valley Blvd., from R-1 Single Family Residential District to C-1 Restricted Commercial District.

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

WHEREAS, a public hearing in relation thereto at which parties in interest and citizens had an opportunity to be heard was held by the City Council of the City of Hewitt on April 15, 2024, after due notice in the manner provided by law and

WHEREAS, a public hearing of the Planning and Zoning Commission at which parties in interest and citizens had an opportunity to be heard was held on Tuesday, April 2, 2024, after due notice in the manner provided by law and

WHEREAS, a site plan of the proposed development was presented and discussed, and

WHEREAS, the said Commission has made a report to the City Council of the City of Hewitt, Texas, recommending approval of this rezoning request by a vote of 4 to 2 and

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

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

SECTION ONE. A portion of that certain tract or parcel of land in McLennan County, Texas, known as O'Campo C A-32 Tract 1, being a 5.649-acre tract located at 506 Sun Valley Blvd., from R-1 Single Family Residential District to C-1 Restricted Commercial District.

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

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

SECTION FOUR. All provisions of the ordinances of the City of Hewitt that conflict with these provisions are hereby repealed, and all other provisions of the ordinances of the City of Hewitt that do not conflict with these provisions shall remain in full force and effect.

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

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

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

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

PASSED AND APPROVED this the 15th day of April 2024 at a Regular Meeting of the City Council of Hewitt, Texas.

CITY OF HEWITT

_____
Dr. Erica Bruce, Mayor Pro Tem

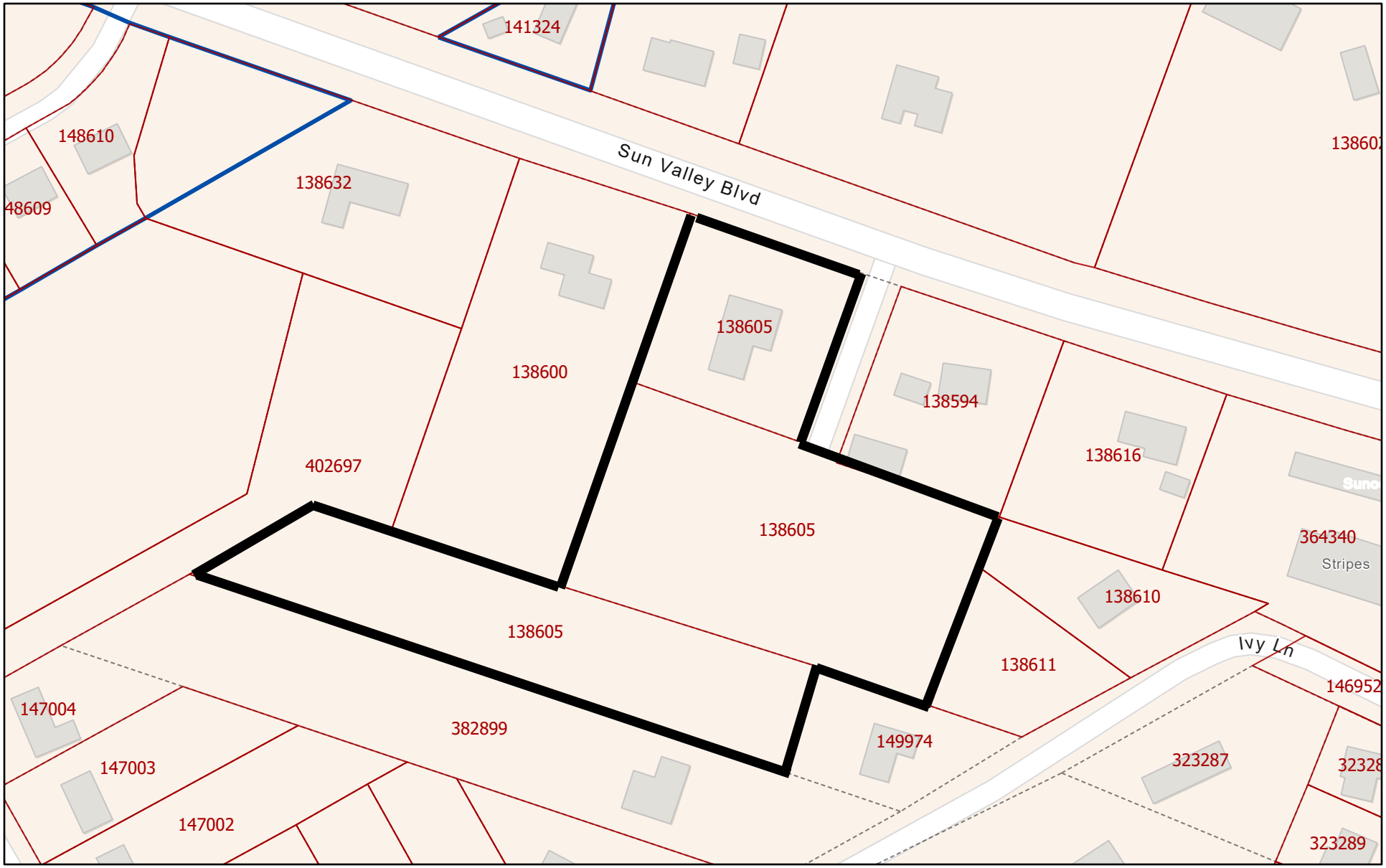
ATTEST:

_____
Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Michael W. Dixon, City Attorney

Exhibit A


141324
148610
48609
138632
Sun Valley Blvd
138605
138600
138594
138616
402697
138605
364340
Stripes
138610
138605
138611
Ivy Ln
146952
147004
382899
149974
147003
323287
147002
323289

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 5.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approval of minutes of the City Council Workshop/Regular Meeting held on April 1, 2024.

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.

ATTACHMENTS:

1. Draft Minutes - April 1, 2024 City Council Workshop-Regular Meeting

CITY COUNCIL WORKSHOP/REGULAR MEETING

April 1, 2024 at 6:00 PM
Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

MINUTES

Steve Fortenberry, Mayor, Ward 3
Erica Bruce, Mayor Pro Tem, Ward 3 – **Michael S. Bancale**, Council Member, At-Large
Johnny Stephens, Council Member, Ward 1 – **Johnny Price**, Council Member, Ward 2
Bob Potter, Council Member, Ward 2 – **Brad Turner,** Council Member, Ward 1

WORKSHOP MEETING - 6:00 PM

WORKSHOP DECLARATION OF A
QUORUM AND CALL TO ORDER
Mayor Steve Fortenberry called the Workshop Meeting to order at 6:00 PM, announced all members were present, and declared a quorum.

WORKSHOP AGENDA

1. Briefing and discussion concerning the City of Hewitt's Strategic Plan 2024-2029.
   Utility, Police, Fire, and Community Development
   City Manager Bo Thomas introduced each department head, who presented updates on the department's strategic plan.
   Utility - Presented by Utility Director Kevin Reinke
   Police - Presented by Police Chief John McGrath
   Fire - Presented by Fire Chief Jonathan Christian
   Community Development - Presented by Community Development Director Tracy Lankford

WORKSHOP ADJOURNMENT
MOTION: Council Member Bob Potter moved to adjourn the Workshop Meeting at 6:56 PM.
SECOND: Council Member Michael Bancale
AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Regular Meeting to order at 7:01 PM, announced all members were present, and declared a quorum.

PLEDGE OF ALLEGIANCE

Mayor Fortenberry led the Pledge of Allegiance.

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

2. Presentation and discussion by the Greater Hewitt Chamber of Commerce.
   Executive Director Alissa Cady expressed appreciation for the city's partnership and highlighted the Chamber's activities for the past year. Mayor Steve Fortenberry commended the Chamber for all they do for the community.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not scheduled for a public hearing. TheTexas 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 received no public comment forms.

REGULAR AGENDA ITEMS

3. Approval minutes of the City Council Workshop/Regular Meeting of March 18, 2024.
   MOTION: Council Member Michael Bancale moved to approve the minutes as presented.
   SECOND: Mayor Pro Tem Erica Bruce
   AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry
   NAYES: None
   ABSENT: None
   MOTION PASSED.

4. Presentation of report from City Engineer Miles Whitney, P.E.
   Update on pending utility projects.
   Update on pending street projects.
   Update on pending drainage projects.
   The City Engineer presented a review of the listed projects.

5. Discussion and possible action to award a depository services contract to Independent Financial and authorize the City Manager to execute the contract and all necessary agreements.
   City Manager Bo Thomas introduced Tim Pinon of Valley View Consulting. Mr. Pinon presented a recap of the Request for Applications (RFA) process for the Banking Depository Services. He stated that Valley View Consulting concurs with the staff in accepting the

Independent Financial Bank application.
MOTION: Council Member Michael Bancale moved to award Independent Financial a depository services contract and authorize the City Manager to execute the contract and all necessary agreements.
SECOND: Council Member Johnny Price
AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

6. Update on Texas Intrastate Fire Mutual Aid System (TIFMAS) Program Deployments.
Fire Chief Jonathan Christian presented an update on the TIFMAS Panhandle Deployment. He stated that this was the largest Texas wildfire on record. Council Member Michael Bancale commended Fire staff for their willingness to serve.

ADJOURNMENT
MOTION: Mayor Pro Tem Erica Bruce moved to adjourn the Regular Meeting at 7:34 PM.
SECOND: Council Member Michael Bancale
AYES: Bancale, Potter, Price, Stephens, Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

Approved:_____

ATTEST:

_____ _____
Lydia Lopez, City Secretary Steve Fortenberry, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 6.

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Briefing and discussion concerning Financial Statements ending March 31, 2024.

STAFF RECOMMENDATION/ITEM SUMMARY:

The financial statements ending March 31, 2024, were sent electronically on April 4, 2024. This is an opportunity for the council to ask questions or comment.

FISCAL IMPACT:

Amount Budgeted - N/A
Line Item in Budget - N/a

SUGGESTED MOTION:

No action is required.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 7.

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Discussion and possible action on approval of the Quarterly Investment Report ending March 31, 2024.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City's Investment Policy, Section XI. Reporting (PFIA 2256-023) requires the preparation of a quarterly report for the City Council. Please see the following Investment Report for the Quarter ending March 31, 2024.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move approval of the Quarterly Investment Report as of March 31, 2024.

ATTACHMENTS:

1. 2024 March Quarterly Investment Report

HEWITT
TEXAS

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2024

Prepared by

Valley View Consulting, L.L.C.

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

City Manager

Finance Director

Accountant

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

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2023 Book Value	December 31, 2023 Market Value	March 31, 2024 Book Value	March 31, 2024 Market Value	Ave. Yield
Pools/DDA/MMA	$ 19,299,146	$ 19,299,146	$ 21,710,567	$ 21,710,567	5.37%
Securities/CDs	17,928,095	17,928,095	17,010,008	17,010,008	5.46%
Totals	**$ 37,227,241**	**$ 37,227,241**	**$ 38,720,575**	**$ 38,720,575**	5.41%

Current Quarter Average Yield *(1)*	
Total Portfolio	5.41%
Rolling Three Month Treasury	5.46%
Rolling Six Month Treasury	5.37%
TexPool	5.32%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	5.44%
Rolling Three Month Treasury	5.49%
Rolling Six Month Treasury	5.43%
TexPool	5.34%

Interest Earnings	
Quarterly Interest Income	$ 522,211
Fiscal Year-to-date Interest Income	$ 1,008,293

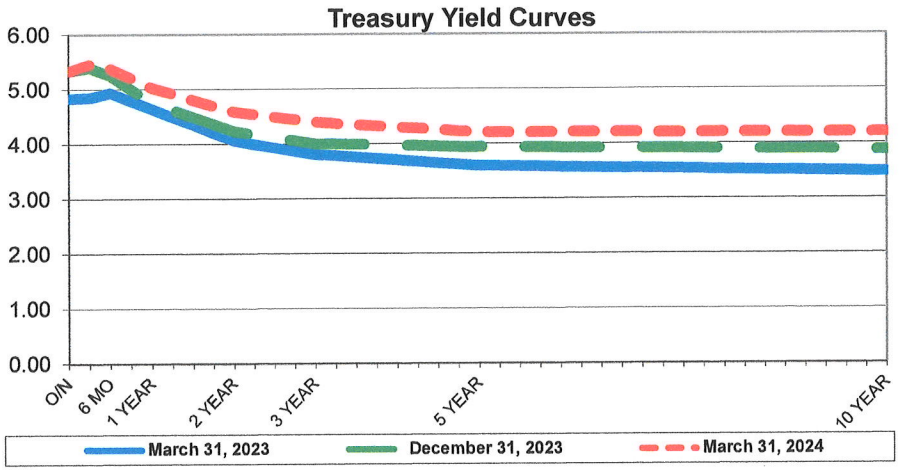
(1) **Current Quarter Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

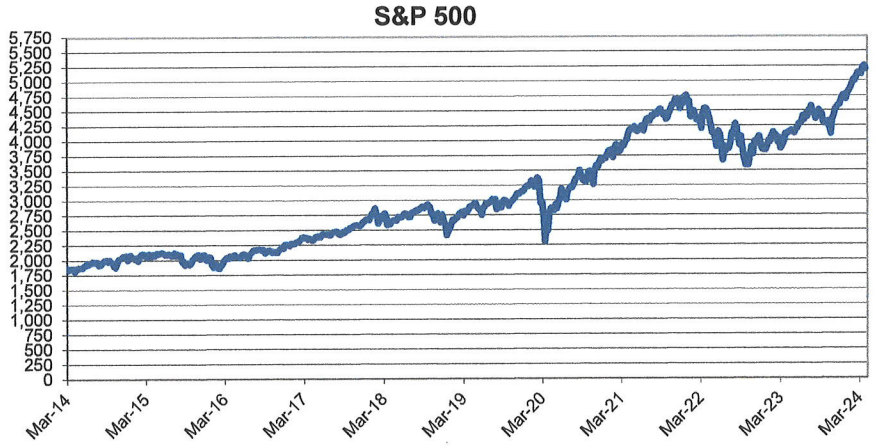
(2) **Fiscal Year-to-Date Average Yields -** calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

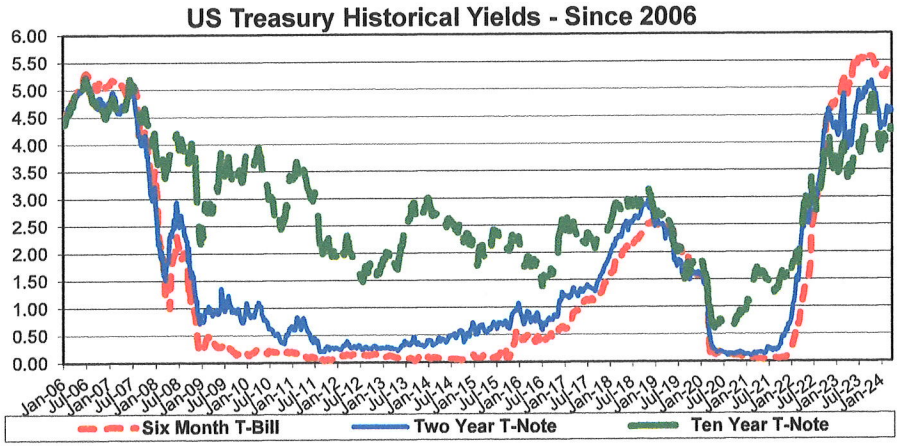
Economic Overview

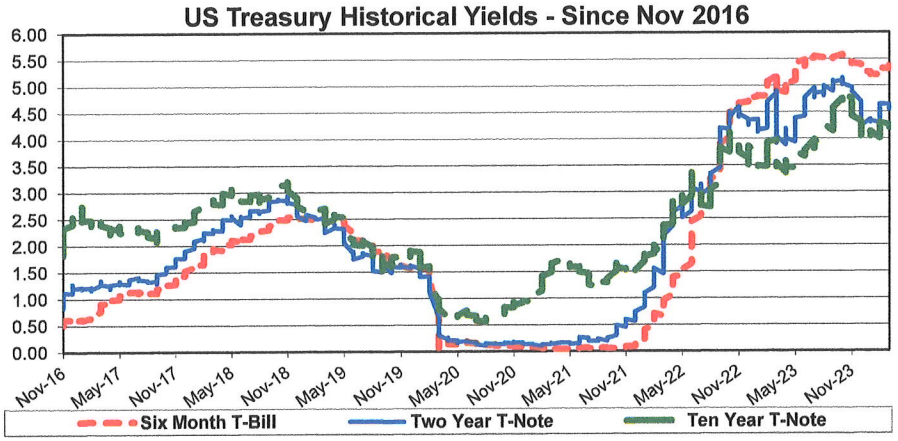
3/31/2024

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). All expectations are for reduced future rates, but any actions will be meeting-by-meeting and "data-dependent." Fourth Quarter 2023 GDP recorded a stronger than expected 3.4%. The S&P 500 Stock Index reached another new high closing over 5,200. The yield curve remains inverted but longer yields rose slightly. Crude Oil traded over $87 per barrel. Inflation stubbornly remained above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.8%). Reduced global economic outlooks and ongoing/expanding military conflicts continue increasing uncertainty.









Investment Holdings
March 31, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Cash on Hand		0.00%	04/01/24	03/31/24	$ 2,400	$ 2,400	1.00	$ 2,400	1	0.00%
Independent Bank - MMA		5.36%	04/01/24	03/31/24	19,845,511	19,845,511	1.00	19,845,511	1	5.36%
Independent Bank - MMA #2		5.38%	04/01/24	03/31/24	301,511	301,511	1.00	301,511	1	5.38%
Southside Bank - MMA		5.50%	04/01/24	03/31/24	1,360,896	1,360,896	1.00	1,360,896	1	5.50%
TexPool	AAAm	5.32%	04/01/24	03/31/24	200,249	200,249	1.00	200,249	1	5.32%
East West Bank CD		5.50%	06/13/24	03/13/24	4,612,477	4,612,477	100.00	4,612,477	74	5.65%
First National Bank CD		5.25%	06/14/24	03/14/23	5,438,362	5,438,362	100.00	5,438,362	75	5.25%
First National Bank CD		5.80%	08/23/24	08/23/23	1,341,649	1,341,649	100.00	1,341,649	145	5.93%
Southside Bank CD		5.30%	09/06/24	09/06/23	3,606,565	3,606,565	100.00	3,606,565	159	5.41%
Alliance Bank CD		5.40%	02/21/25	02/23/24	2,010,956	2,010,956	100.00	2,010,956	327	5.40%
Total					**$ 38,720,575**	**$ 38,720,575**		**$ 38,720,575**	**57**	**5.41%**
									(1)	**(2)**

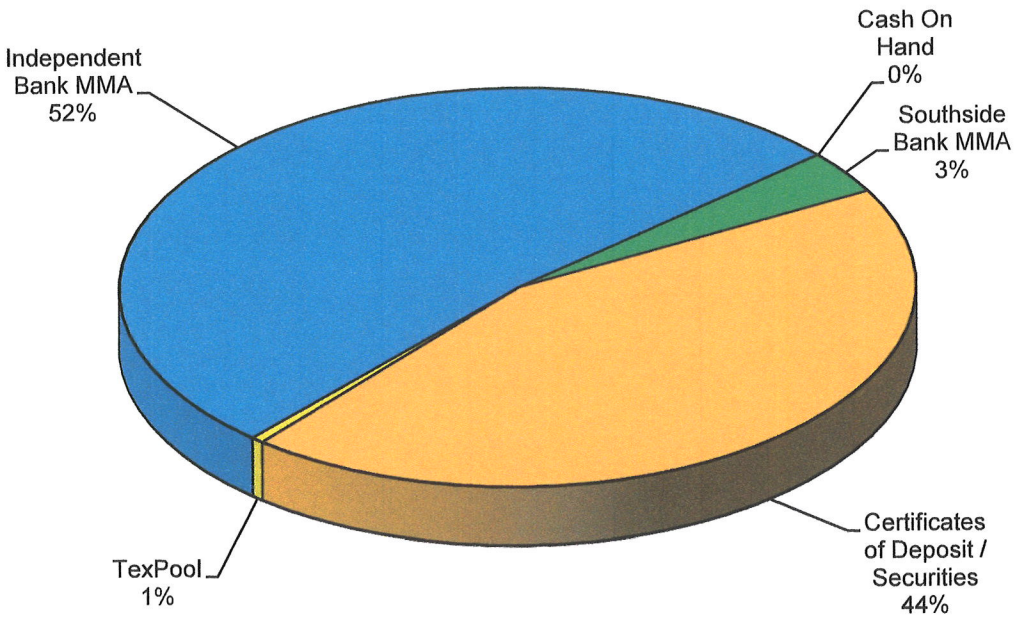
(1) Weighted average life - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

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

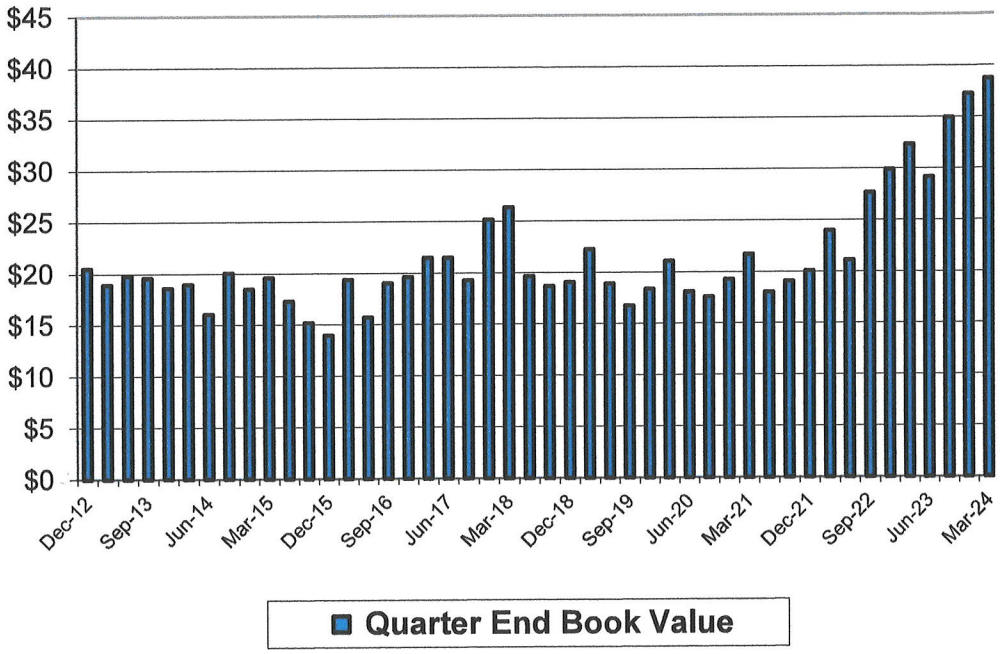
Portfolio Holdings
Group By: Issuer
As of 3/31/2024

Asset Class	Description	Book Value	Portfolio Name	Maturity Date
Alliance Bank				
10-133 AB-GF Unrest	Alliance Bank 5.4 2/21/2025	2,010,956.08	16. GF Unrestricted	2/21/2025
Cash on Hand				
None	Cash on Hand Cash	1,100.00	17. GF Operating	
None	Cash on Hand Cash	1,300.00	22. Utility Fund Operating	
		2,400.00		
East West Bank				
15-169 2022 CO	East West Bank 5.5 6/13/2024	2,406,509.59	13. GF Capital Projects Fund 15	6/13/2024
16-131 2023 CO	East West Bank 5.5 6/13/2024	2,205,967.12	14. 2023 CO Fund 16	6/13/2024
		4,612,476.71		
First National Bank				
10-128 FNB GF	First National Bank 5.25 6/14/2024	2,757,936.49	16. GF Unrestricted	6/14/2024
20-128 FNB UF	First National Bank 5.25 6/14/2024	2,680,425.03	21. UF Unrestricted	6/14/2024
10-131 FNB-90 Day Reserve	First National Bank 5.8 8/23/2024	1,341,648.82	20. GF 90 Day Reserves	8/23/2024
		6,780,010.34		
Independent Bank				
10-135 GF-Street Res	Independent Bank MM	10,739.27	18. GF Street Reserve	
16-120 2023 CO	Independent Bank MM	301,511.03	14. 2023 CO Fund 16	
20-120 UF-Operating	Independent Bank MM	689,889.86	22. Utility Fund Operating	
12-120 DF Oper	Independent Bank MM	535,649.63	28. Drainage Fund 12	
09-120 Child Safety	Independent Bank MM	177,263.05	12. Child Safety Fund 09	
40-120 Hotel Fund Oper	Independent Bank MM	307,160.12	15. Hotel Fund 40	
15-120 St Cap Oper	Independent Bank MM	829,743.76	13. GF Capital Projects Fund 15	
25-120 UF Cap Oper	Independent Bank MM	10,536.17	29. UF Capital Projects Fund 25	
08-120 PEG Fund	Independent Bank MM	510,776.71	11. PEG Fund 07	
20-138 UF-Debt	Independent Bank MM	1,797,164.99	25. UF Debt Service	
20-122 UF-Oper Res IB	Independent Bank MM	1,450,340.46	26. UF 90 Day Reserves	
10-125 GF 90 Day Reserve	Independent Bank MM	1,603,269.36	20. GF 90 Day Reserves	
10-121 IB GF Oper Funds	Independent Bank MM	1,239,595.50	16. GF Unrestricted	
10-130 GF-I&S	Independent Bank MM	2,649,603.49	19. GF Debt Service	
10-160 HHIT	Independent Bank MM	887.08	17. GF Operating	
07-120 CLFRF	Independent Bank MM	1,253,000.04	27. CLFRF Fund 07	
20-140 UF-Deposits	Independent Bank MM	516,320.76	24. UF Water Deposits	
10-120 GF-Operating	Independent Bank MM	836,001.90	17. GF Operating	
10-115 GF-Oper FY 2024	Independent Bank MM	2,900,000.00	17. GF Operating	
20-120 UF-Operating	Independent Bank MM	2,524,389.61	21. UF Unrestricted	
10-140 Payroll	Independent Bank MM	3,179.57	17. GF Operating	
		20,147,022.36		
Southside Bank				
16-165 2023 CO SSB	Southside Bank 5.3 9/6/2024	3,606,564.79	14. 2023 CO Fund 16	9/6/2024
10-267 GF-I&S-SSB	Southside Bank MM	530,042.78	19. GF Debt Service	
20-266 UF Debt-SSB	Southside Bank MM	343,787.35	25. UF Debt Service	
20-267 UF Equip-SSB	Southside Bank MM	252,377.64	23. UF Equipment Reserve	
10-265 GF-St Res-SSB	Southside Bank MM	234,688.08	18. GF Street Reserve	
		4,967,460.64		
TexPool				
20-203 UF Equip-Txpl	TexPool LGIP	6,007.45	23. UF Equipment Reserve	
20-201 UF Dep-Txpl	TexPool LGIP	1,762.84	24. UF Water Deposits	
10-200 GF-Reserve-Txpl	TexPool LGIP	409.94	20. GF 90 Day Reserves	
20-200 UF Oper-Txpl	TexPool LGIP	25,345.33	22. Utility Fund Operating	
10-201 GF-St Res-Txpl	TexPool LGIP	12,069.46	18. GF Street Reserve	
20-204 UF Debt-Txpl	TexPool LGIP	127,425.76	25. UF Debt Service	
10-203 GF-I&S-Txpl	TexPool LGIP	1,992.03	19. GF Debt Service	
15-200 St Cap-Txpl	TexPool LGIP	14,028.89	13. GF Capital Projects Fund 15	
25-200 UF Cap-Txpl	TexPool LGIP	11,207.50	29. UF Capital Projects Fund 25	
		200,249.20		
	Total Portfolio	38,720,575.33		

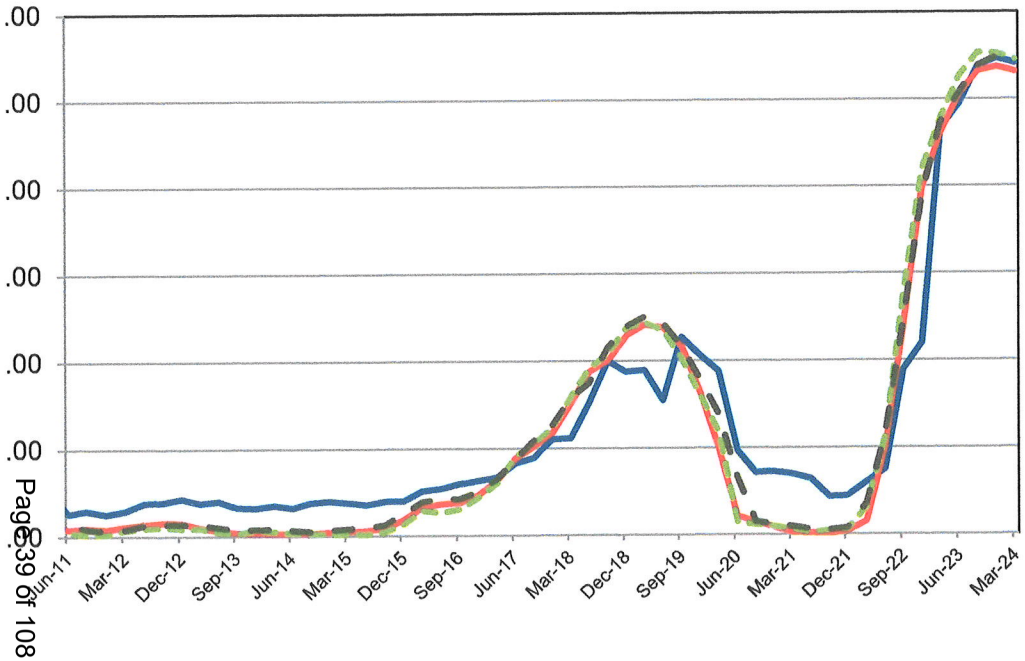
Portfolio Composition



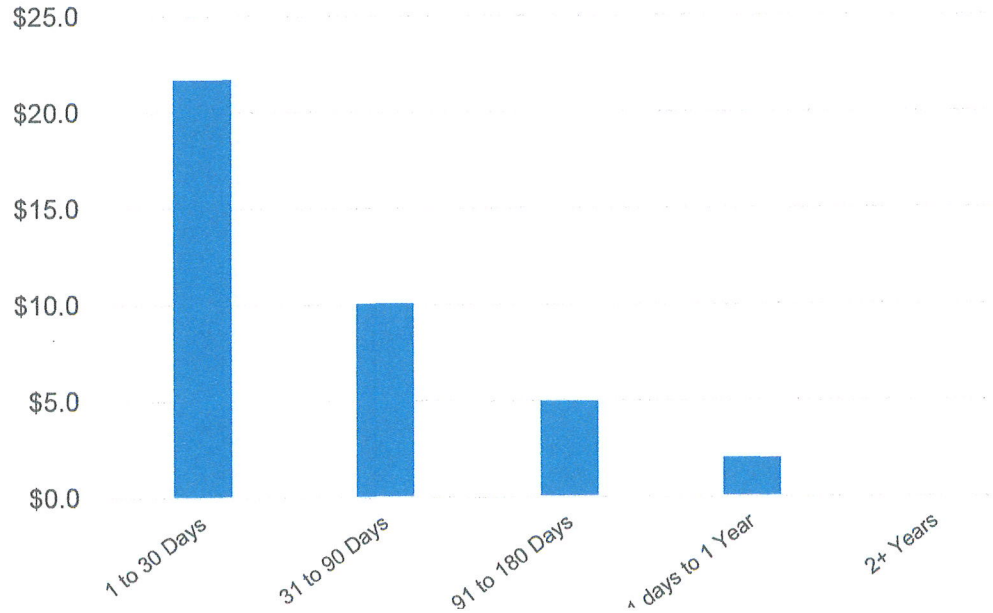
Total Portfolio (Millions)



Total Portfolio Performance



Distribution by Maturity (Millions)



Portfolio Holdings
Group By: Portfolio Name
As of 3/31/2024

Asset Class	Description	Issuer	YTM @ Cost	Book Value	Maturity Date
11. PEG Fund 07					
08-120 PEG Fund	Independent Bank MM	Independent Bank	5.360	510,776.71	
Sub Total / Average	11. PEG Fund 07		5.360	510,776.71	
12. Child Safety Fund 09					
09-120 Child Safety	Independent Bank MM	Independent Bank	5.360	177,263.05	
Sub Total / Average	12. Child Safety Fund 09		5.360	177,263.05	
13. GF Capital Projects Fund 15					
15-169 2022 CO	East West Bank 5.5 6/13/2024	East West Bank	5.500	2,406,509.59	6/13/2024
15-120 St Cap Oper	Independent Bank MM	Independent Bank	5.360	829,743.76	
15-200 St Cap-Txpl	TexPool LGIP	TexPool	5.316	14,028.89	
Sub Total / Average	13. GF Capital Projects Fund 15		5.463	3,250,282.24	
14. 2023 CO Fund 16					
16-131 2023 CO	East West Bank 5.5 6/13/2024	East West Bank	5.500	2,205,967.12	6/13/2024
16-120 2023 CO	Independent Bank MM	Independent Bank	5.620	301,511.03	
16-165 2023 CO SSB	Southside Bank 5.3 9/6/2024	Southside Bank	5.300	3,606,564.79	9/6/2024
Sub Total / Average	14. 2023 CO Fund 16		5.388	6,114,042.94	
15. Hotel Fund 40					
40-120 Hotel Fund Oper	Independent Bank MM	Independent Bank	5.360	307,160.12	
Sub Total / Average	15. Hotel Fund 40		5.360	307,160.12	
GENERAL FUND PORTFOLIO					
16. GF Unrestricted					
10-133 AB-GF Unrest	Alliance Bank 5.4 2/21/2025	Alliance Bank	5.400	2,010,956.08	2/21/2025
10-128 FNB GF	First National Bank 5.25 6/14/2024	First National Bank	5.250	2,757,936.49	6/14/2024
10-121 IB GF Oper Funds	Independent Bank MM	Independent Bank	5.360	1,239,595.50	
			5.323	6,008,488.07	
17. GF Operating					
None	Cash on Hand Cash	Cash on Hand	0.000	1,100.00	
10-160 HHIT	Independent Bank MM	Independent Bank	5.360	887.08	
10-120 GF-Operating	Independent Bank MM	Independent Bank	5.360	836,001.90	
10-115 GF-Oper FY 2024	Independent Bank MM	Independent Bank	5.360	2,900,000.00	
10-140 Payroll	Independent Bank MM	Independent Bank	5.360	3,179.57	
			5.358	3,741,168.55	
18. GF Street Reserve					
10-135 GF-Street Res	Independent Bank MM	Independent Bank	5.360	10,739.27	
10-265 GF-St Res-SSB	Southside Bank MM	Southside Bank	5.500	234,688.08	
10-201 GF-St Res-Txpl	TexPool LGIP	TexPool	5.316	12,069.46	
			5.486	257,496.81	

19. GF Debt Service					
10-130 GF-I&S	Independent Bank MM	Independent Bank	5.360	2,649,603.49	
10-267 GF-I&S-SSB	Southside Bank MM	Southside Bank	5.500	530,042.78	
10-203 GF-I&S-Txpl	TexPool LGIP	TexPool	5.316	1,992.03	
			5.383	3,181,638.30	Req'd Reserve=790,324
20. GF 90 Day Reserves					
10-131 FNB-90 Day Reserve	First National Bank 5.8 8/23/2024	First National Bank	5.800	1,341,648.82	8/23/2024
10-125 GF 90 Day Reserve	Independent Bank MM	Independent Bank	5.360	1,603,269.36	
10-200 GF-Reserve-Txpl	TexPool LGIP	TexPool	5.316	409.94	
			5.560	2,945,328.12	Req'd Reserve=2,842,748
		Total General Fund Portfolio		16,134,119.85	

UTILITY FUND					
21. UF Unrestricted					
20-128 FNB UF	First National Bank 5.25 6/14/2024	First National Bank	5.250	2,680,425.03	6/14/2024
20-120 UF-Operating	Independent Bank MM	Independent Bank	5.360	2,524,389.61	
Sub Total / Average	21. UF Unrestricted		5.303	5,204,814.64	
22. Utility Fund Operating					
None	Cash on Hand Cash	Cash on Hand	0.000	1,300.00	
20-120 UF-Operating	Independent Bank MM	Independent Bank	5.360	689,889.86	
20-200 UF Oper-Txpl	TexPool LGIP	TexPool	5.316	25,345.33	
Sub Total / Average	22. Utility Fund Operating		5.349	716,535.19	
23. UF Equipment Reserve					
20-267 UF Equip-SSB	Southside Bank MM	Southside Bank	5.500	252,377.64	
20-203 UF Equip-Txpl	TexPool LGIP	TexPool	5.316	6,007.45	
Sub Total / Average	23. UF Equipment Reserve		5.496	258,385.09	
24. UF Water Deposits					
20-140 UF-Deposits	Independent Bank MM	Independent Bank	5.360	516,320.76	
20-201 UF Dep-Txpl	TexPool LGIP	TexPool	5.316	1,762.84	
Sub Total / Average	24. UF Water Deposits		5.360	518,083.60	
25. UF Debt Service					
20-138 UF-Debt	Independent Bank MM	Independent Bank	5.360	1,797,164.99	
20-266 UF Debt-SSB	Southside Bank MM	Southside Bank	5.500	343,787.35	
20-204 UF Debt-Txpl	TexPool LGIP	TexPool	5.316	127,425.76	
Sub Total / Average	25. UF Debt Service		5.379	2,268,378.10	Req'd Reserve=509,400
26. UF 90 Day Reserves					
20-122 UF-Oper Res IB	Independent Bank MM	Independent Bank	5.360	1,450,340.46	
Sub Total / Average	26. UF 90 Day Reserves		5.360	1,450,340.46	Req'd Reserve=1,406,010
		Total Utility Fund Portfolio		10,416,537.08	
27. CLFRF Fund 07					
07-120 CLFRF	Independent Bank MM	Independent Bank	5.360	1,253,000.04	
			5.360	1,253,000.04	
28. Drainage Fund 12					
12-120 DF Oper	Independent Bank MM	Independent Bank	5.360	535,649.63	
			5.360	535,649.63	
29. UF Capital Projects Fund 25					
25-120 UF Cap Oper	Independent Bank MM	Independent Bank	5.360	10,536.17	
25-200 UF Cap-Txpl	TexPool LGIP	TexPool	5.316	11,207.50	
			5.337	21,743.67	
		TOTAL PORTFOLIO	5.379	38,720,575.33	

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/23	Increases	Decreases	Book Value 03/31/24	Market Value 12/31/23	Change in Market Value	Market Value 03/31/24
Cash on Hand	0.00%	04/01/24	$ 2,400	$ –	$ –	$ 2,400	$ 2,400	$ –	$ 2,400
Independent Bank - MMA	5.36%	04/01/24	17,756,339	2,089,172	–	19,845,511	17,756,339	2,089,172	19,845,511
Independent Bank - MMA #2	5.38%	04/01/24	–	301,511	–	301,511	–	301,511	301,511
Southside Bank - MMA	5.50%	04/01/24	1,342,795	18,101	–	1,360,896	1,342,795	18,101	1,360,896
TexPool	5.32%	04/01/24	197,612	2,637	–	200,249	197,612	2,637	200,249
East West Bank CD	5.92%	02/16/24	909,427	–	(909,427)	–	909,427	(909,427)	–
East West Bank CD	5.92%	02/20/24	904,808	–	(904,808)	–	904,808	(904,808)	–
East West Bank CD	5.92%	02/20/24	1,016,145	–	(1,016,145)	–	1,016,145	(1,016,145)	–
First National CD	5.93%	02/23/24	1,074,051	–	(1,074,051)	–	1,074,051	(1,074,051)	–
Alliance Bank CD	5.60%	03/06/24	2,035,832	–	(2,035,832)	–	2,035,832	(2,035,832)	–
Alliance Bank CD	5.60%	03/08/24	1,738,425	–	(1,738,425)	–	1,738,425	(1,738,425)	–
East West Bank CD	5.65%	06/13/24	–	4,612,477	–	4,612,477	–	4,612,477	4,612,477
First National Bank CD	5.25%	06/14/24	5,367,647	70,714	–	5,438,362	5,367,647	70,714	5,438,362
First National Bank CD	5.93%	08/23/24	1,322,434	19,215	–	1,341,649	1,322,434	19,215	1,341,649
Southside Bank CD	5.41%	09/06/24	3,559,326	47,239	–	3,606,565	3,559,326	47,239	3,606,565
Alliance Bank CD	5.40%	02/21/25	–	2,010,956	–	2,010,956	–	2,010,956	2,010,956
TOTAL / AVERAGE	**5.41%**		**$ 37,227,241**	**$ 9,172,023**	**$ (7,678,688)**	**$ 38,720,575**	**$ 37,227,241**	**$ 1,493,335**	**$ 38,720,575**

Allocation By Fund - Book & Market Value
March 31, 2024

Book and Market Value	Cash on Hand	Independent Bank - MMA (5.36%)	Independent Bank - MMA #2 (5.62%)	TexPool (5.316%)	Southside Bank - MMA (5.5%)	06/13/24 – East West Bank CD (5.5)	06/14/24 – First National Bank (5.25%)	08/23/24 – First National Bank (5.8%)
GF Operating	$ 1,100	$ 3,740,069	$ –	$ –	$ –	$ –	$ –	$ –
GF Street Reserve	–	10,739	–	12,069	234,688	–	–	–
GF Tax I&S	–	2,649,603	–	1,992	530,043	–	–	–
GF 90 Day Reserves	–	1,603,269	–	410	–	–	–	1,341,649
GF Unrestricted	–	1,239,596	–	–	–	–	2,757,936	–
PEG Account	–	510,777	–	–	–	–	–	–
GF Capital-2022 CO	–	829,744	–	14,029	–	2,406,510	–	–
Hotel Fund	–	307,160	–	–	–	–	–	–
Drainage Fund	–	535,650	–	–	–	–	–	–
UF Operating	1,300	689,890	–	25,345	–	–	–	–
UF Deposits	–	516,321	–	1,763	–	–	–	–
UF Unrestricted	–	2,524,390	–	–	–	–	2,680,425	–
UF Self-Supporting	–	1,797,165	–	127,426	343,787	–	–	–
UF 90-Day Reserves	–	1,450,340	–	–	–	–	–	–
UF Equipment	–	–	–	6,007	252,378	–	–	–
UF Capital	–	10,536	–	11,208	–	–	–	–
Child Safety Fees	–	177,263	–	–	–	–	–	–
CLFRF - ARP Funds	–	1,253,000	–	–	–	–	–	–
2023 CO	–	–	301,511	–	–	2,205,967	–	–
Totals	**$ 2,400**	**$ 19,845,511**	**$ 301,511**	**$ 200,249**	**$ 1,360,896**	**$ 4,612,477**	**$ 5,438,362**	**$ 1,341,649**

Allocation By Fund - Book & Mark
March 31, 2024 (Continued)

Book and Market Value	09/06/24 – Southside Bank CD (5.3%)	02/21/25 – Alliance Bank CD (5.4%)	Total
GF Operating	$ –	$ –	$ 3,741,169
GF Street Reserve	–	–	257,497
GF Tax I&S	–	–	3,181,638
GF 90 Day Reserves	–	–	2,945,328
GF Unrestricted	–	2,010,956	6,008,488
PEG Account	–	–	510,777
GF Capital-2022 CO	–	–	3,250,282
Hotel Fund	–	–	307,160
Drainage Fund	–	–	535,650
UF Operating	–	–	716,535
UF Deposits	–	–	518,084
UF Unrestricted	–	–	5,204,815
UF Self-Supporting	–	–	2,268,378
UF 90-Day Reserves	–	–	1,450,340
UF Equipment	–	–	258,385
UF Capital	–	–	21,744
Child Safety Fees	–	–	177,263
CLFRF - ARP Funds	–	–	1,253,000
2023 CO	3,606,565	–	6,114,043
Totals	**$ 3,606,565**	**$ 2,010,956**	**$ 38,720,575**

Allocation By Fund - Book & Market Value
December 31, 2023

Book and Market Value	Cash on Hand	Independent Bank - MMA (5.38%)	TexPool (5.054%)	Southside Bank - MMA (5.22%)	02/16/24 – East West Bank (5.75%)	02/20/24 – East West Bank (5.75%)	02/20/24 – East West Bank (5.75%)	02/23/24 – First National Bank (5.8%)
GF Operating	$ 1,100	$ 2,149,521	$ –	$ –	$ –	$ –	$ –	$ –
GF Street Reserve	–	10,600	11,911	231,567	–	–	–	–
GF Tax I&S	–	1,531,817	1,966	522,993	–	–	–	–
GF 90 Day Reserves	–	1,582,522	404	–	–	–	–	–
GF Unrestricted	–	2,156,410	–	–	–	–	–	1,074,051
PEG Account	–	497,203	–	–	–	–	–	–
GF Capital-2022 CO	–	1,996,861	13,844	–	–	–	–	–
Hotel Fund	–	275,776	–	–	–	–	–	–
Drainage Fund	–	477,084	–	–	–	–	–	–
UF Operating	1,300	773,177	25,012	–	–	–	–	–
UF Deposits	–	502,463	1,740	–	–	–	–	–
UF Unrestricted	–	1,500,000	–	–	–	–	1,016,145	–
UF Self-Supporting	–	1,280,341	125,748	339,215	–	–	–	–
UF 90-Day Reserves	–	1,431,572	–	–	–	–	–	–
UF Equipment	–	–	5,928	249,021	–	–	–	–
UF Capital	–	10,400	11,060	–	–	–	–	–
Child Safety Fees	–	157,005	–	–	–	–	–	–
CLFRF - ARP Funds	–	920,405	–	–	909,427	904,808	–	–
2023 CO	–	503,180	–	–	–	–	–	–
Totals	**$ 2,400**	**$ 17,756,339**	**$ 197,612**	**$ 1,342,795**	**$ 909,427**	**$ 904,808**	**$ 1,016,145**	**$ 1,074,051**

Allocation By Fund - Book & Mark
December 31, 2023 (Continued)

Book and Market Value	03/06/24 – Alliance Bank CD (5.6%)	03/08/24 – Alliance Bank CD (5.6%)	06/14/24 – First National Bank (5.25%)	08/23/24 – First National Bank (5.8%)	09/06/24 – Southside Bank CD (5.3%)	Total
GF Operating	$ –	$ –	$ –	$ –	$ –	$ 2,150,621
GF Street Reserve	–	–	–	–	–	254,077
GF Tax I&S	–	–	–	–	–	2,056,776
GF 90 Day Reserves	–	–	–	1,322,434	–	2,905,361
GF Unrestricted	–	–	2,722,075	–	–	5,952,536
PEG Account	–	–	–	–	–	497,203
GF Capital-2022 CO	–	1,738,425	–	–	–	3,749,130
Hotel Fund	–	–	–	–	–	275,776
Drainage Fund	–	–	–	–	–	477,084
UF Operating	–	–	–	–	–	799,489
UF Deposits	–	–	–	–	–	504,203
UF Unrestricted	–	–	2,645,572	–	–	5,161,717
UF Self-Supporting	–	–	–	–	–	1,745,304
UF 90-Day Reserves	–	–	–	–	–	1,431,572
UF Equipment	–	–	–	–	–	254,949
UF Capital	–	–	–	–	–	21,460
Child Safety Fees	–	–	–	–	–	157,005
CLFRF - ARP Funds	–	–	–	–	–	2,734,639
2023 CO	2,035,832	–	–	–	3,559,326	6,098,337
Totals	**$ 2,035,832**	**$ 1,738,425**	**$ 5,367,647**	**$ 1,322,434**	**$ 3,559,326**	**$ 37,227,241**

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 8.

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Discussion and possible action on **Ordinance No. 2024-06** providing for the sale and issuance of the City of Hewitt, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024 for improvements to the City's waterworks and sewer system in an aggregate amount not to exceed $3,000,000; and ordaining other matters relating to the subject.

STAFF RECOMMENDATION/ITEM SUMMARY:

As directed by the City Council, the City's Financial Advisors (SAMCO) have advertised and marketed Series 2024 Combination Tax and Revenue Certificates of Obligation on behalf of the City of Hewitt. This $3 million issuance will fund the completion of the Commerce Park Water Plant - Phase 2.

Andrew Friedman, Managing Director, Samco Capital Markets, Inc. will be present at the Council meeting to discuss the bids received. A detailed summary will be provided at that time.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to adopt **Ordinance No. 2024-06,** providing for the sale and issuance of the City of Hewitt, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024, and ordaining other matters relating to the subject.

ATTACHMENTS:

1. 2024-06 Ordinance (Hewitt COs 2024)

CERTIFICATE FOR ORDINANCE

We, the undersigned officers of the City of Hewitt, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Meeting on the 15th day of April, 2024, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Steve Fortenberry, Mayor
Erica Bruce, Mayor Pro-Tem
Michael Bancale
Bob Potter
Johnny Price
Johnny Stephens
Brad Turner

and all of said persons were present, except Steve Fortenberry, Mayor, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

ORDINANCE PROVIDING FOR THE SALE AND ISSUANCE OF THE CITY OF HEWITT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT.

was duly introduced for consideration and passage. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

AYES: __ NOES: __ ABSTENTIONS: __

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code Chapter 551.

SIGNED AND SEALED THE 15th DAY OF APRIL 2024.

_____
City Secretary

(SEAL)

ORDINANCE NO. 2024-06

ORDINANCE PROVIDING FOR THE SALE AND ISSUANCE OF THE CITY OF HEWITT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF McLENNAN §
CITY OF HEWITT §

WHEREAS, the City Council of the City of Hewitt, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code and Subchapter B, Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been both (i) duly posted in a prominent location on the Issuer's website, and (ii) duly published in a newspaper of general circulation in said city, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code;

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation;

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing Certificates of Obligation be issued to pay costs related to constructing, improving, acquiring and equipping the public improvements described below;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three (3) years and failed to be approved; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $[PRINCIPAL] for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, acquiring, equipping, and installing additions, extensions, and improvements to the City's waterworks and sewer system and acquisition of land and necessary rights-of-way therefor; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF HEWITT, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2024," and initially there shall be issued, sold, and delivered hereunder one fully registered Certificate, without interest coupons, dated April 15, 2024, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1 (the "Initial Certificate"), with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable serially on July 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Exhibit A of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years (7/1)	Principal Amounts ($)	Interest Rates (%)
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints BOKF, NA, Dallas, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). Each of the Mayor and the City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE attached as Exhibit A to this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Exchange. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the authentication of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the

purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Initial Certificate shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting

the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth as Exhibit A to this Ordinance.

(n) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE. In lieu of the executed PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the Initial Certificate delivered on the closing date shall have attached thereto the COMPTROLLER'S REGISTRATION CERTIFICATE substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by such person's duly authorized agent, which certificate shall be evidence

that the Certificate initially issued and delivered has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. The Initial Certificate issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in exchange for any Certificate issued under this Ordinance, the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the FORM OF CERTIFICATE set forth Exhibit A to this Ordinance.

(o) Cancellation of Initial Certificate. On the closing date, the Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered by manual or facsimile signature by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of ASSIGNMENT and the form of COMPTROLLER'S REGISTRATION CERTIFICATE to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as set forth in Exhibit A of this Ordinance, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be accounted for separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge (not to exceed $1,000) of surplus revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this Section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased

Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii) of this Section. All income from such Defeasance Securities which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire, or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement Certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate)

instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign manually, by facsimile, electronically or otherwise the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or five percent (5%) of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the delivery date of the Certificates) an amount that is at least equal to ninety percent (90%) of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America,

not later than sixty (60) days after the Certificates have been paid in full, one hundred percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth (15th) day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and the Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the City Manager or the Finance Director of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not

be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Qualified Tax-Exempt Obligations. The Certificates are hereby designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section 15 in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) *Sale*. That the Certificates are hereby sold and shall be delivered to [PURCHASER] (the "Purchaser") for the purchase price of par, plus [aggregate][net] premium in the amount of $[PREMIUM], and plus accrued interest of $[ACCRUED INTEREST], less an underwriting discount of $[DISCOUNT], pursuant to the terms and provisions of an Official Notice of Sale and Official Bid Form, in substantially the form presented at this meeting, which the Mayor is hereby authorized to execute and deliver. The Initial Certificate shall be delivered to the Purchaser, and the Purchaser shall have the right to exchange the Initial Certificate as provided in Section 3 hereof without cost. The Initial Certificate shall be registered in the name of the Purchaser or the Purchaser's nominee.

(b) *Findings.* It is hereby officially found, determined and declared that the Certificates have been sold in a public sale to the Purchaser, after receiving sealed bids pursuant to an Official Notice of Sale and Official Bid Form. Before being awarded the winning bid, the Purchaser certified to the City in the Official Bid Form that either it filed the disclosure form required under Section 2252.908, Texas Government Code, or that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4), Texas Government Code. The sale of the Certificates to the Purchaser was on terms that are most advantageous to the City reasonably obtained and, upon the advice of the City's financial advisor, is in the best interests of the City.

(c) *Offering Documents*. The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed. The City Council also hereby approves the form and content of both the Official Notice of Sale and the Official Bid Form, and hereby ratifies and confirms the use of the Notice of Sale and Official Bid Form for the solicitation of bids on the Certificates prior to the date hereof.

(d) *Further Procedures*. The Mayor, City Manager, and City Secretary and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name of the Issuer all other such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall

appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INVESTMENT AND SECURITY OF FUNDS.

(a) Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2024 Certificates of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.
"Rule" means SEC Rule 15c2-12, as amended from time to time.
"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the Issuer of the general type included in the Official Statement under "INVESTMENT AUTHORITY AND INVESTMENT PRACTICES OF THE ISSUER – Current Investments" herein and the information in Tables 1, 2, 3, 4, 5A/B, 9, 11, 12, 13, 14, 15, 19, 20, 21, 22, 23, and 24 of Appendix A. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2024. If the audit of such financial statements is not complete within twelve (12) months after any such

fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental

authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of clauses 15 and 16 above, the term "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell

Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, the Registered Owners of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;
(2) Reduce the rate of interest borne by any of the outstanding Certificates;
(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all Registered Owners of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future Registered Owners of the same Certificate during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 16. PREMIUM. The Certificates are being sold at a[n aggregate][net] premium equal to $[PREMIUM]. With respect to such premium attributable to the Certificates, $[COI PREMIUM] shall be used to pay costs of issuance (including underwriter's discount).

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Certificate.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

PASSED, APPROVED, AND EFFECTIVE this April 15, 2024.

CITY OF HEWITT, TEXAS

_____
Dr. Erica Bruce, Mayor Pro Tem

ATTEST:

(CITY SEAL)

_____
Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Michael W. Dixon, City Attorney

EXHIBIT A

(a) Form of Certificate.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$_____

CITY OF HEWITT, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2024

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
		July 1, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF HEWITT, TEXAS, in McLennan County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from April 15, 2024, at the Interest Rate per annum specified above. Interest is payable on January 1, 2025 and semiannually on each July 1 and January 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment

(a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated April 15, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[PRINCIPAL] for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, acquiring, equipping, and installing additions, extensions, and improvements to the City's waterworks and sewer system and acquisition of land and necessary rights-of-way therefor; and (ii) legal, fiscal and engineering fees in connection with such projects.

ON JULY 1, 2033, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the business day prior to the mailing of such redemption notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the

same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed,

exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge (not to exceed $1,000) of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

BOKF, NA
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____
_____
Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____
_____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF HEWITT, TEXAS, in McLennan County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on July 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

[INSERT TABLE FROM SECTION 2]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from April 15, 2024, at the respective Interest Rate per annum specified above. Interest is payable on January 1, 2025, and semiannually on each July 1 and January 1 thereafter to the date of payment of the Principal Installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Installment shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 9.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Discussion and possible action on reappointing members to the Board of Adjustment.

STAFF RECOMMENDATION/ITEM SUMMARY:

Jim Winton and Brenda Turner's terms expire this month. Both members have agreed to serve another two-year term and are in good standing. Staff recommends their reappointment.

Two alternate board member vacancies remain. If you have any names to submit, please forward their information to me.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Jim Winton's and Brenda Turner's reappointments to the Board of Adjustment for a two-year term ending in April 2026.

ATTACHMENTS:

1. Council-Boards- Commissions-Committees list - February 2024

CITY OF HEWITT: COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

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

City Council **2 YR Term – May**	**Board of Adjustment** **2 YR Term – April**	**Planning & Zoning Commission** **2 YR Term – June**	**Parks & Beautification Committee** **2 YR Term – December**	**Library Board** **2 YR Term – December**	**Civil Service Commission** **3 YR Term – December**
1st & 3rd Monday – 7 PM	3rd Thursday - 6 PM	1st Tuesday – 6 PM	3rd Wed. – 6 PM	Quarterly as needed	Called
Brad Turner **Ward 1** (05-2025) 425 W. Chapman Rd. (254) 709-3614	(04-2024) Chair Jim Winton 1136 Heatherwood (254) 857-9436	(06-2024) Paul D. Lasater 1321 Ridgeview (254) 716-0025	(12-2024) Jerry Snider 108 Brenda Dr. (254) 307-0613	(12-2024) Jerry Snider 108 Brenda Dr. (254) 307-0613	(12-2024) Chair Tom Mattern 1204 Ridgeview Cr. (254) 644-9632
Johnny Stephens **Ward 1** (05-2024) 305 Travis Ln. (254) 709-3989	(04-2024) Brenda Turner 209 Laredo Dr. (254) 666-0087	(06-2024) Brian Dalrymple 821 Sunny's Halo Dr. (254) 744-9711	(12-2025) Nathan Rusterholtz 1200 Dendron Dr. (972) 978-3202	(12-2025) Betty J. Smith 709 Seminole Trail (254) 666-7931	(12-2025) Vice Chair Sam MacKinnon 113 Emmalyn Dr. (254) 299-7788
Johnny Price **Ward 2** (05-2024) 115 Westchester Way (254) 709-3998	(04-2025) Douglas Bergen 264 Earle Rd. (254) 666-0855	(06-2024) Walter H. Peterson 500 Moss Hill Rd. (254) 757-5128	(12-2025) Casey Lowrey 700 Wind Hill Dr. (254) 424-1266	(12-2024) Julie Holcomb 112 Travis Ln. (972) 935-4528	(12-2026) Sammy L. Thomas 100 Coventry Dr. (254) 749-0800
Bob Potter **Ward 2** (05-2025) 409 W Wall St. (254) 709-3666	(04-2025) Royce W. Smith 1128 Regina (254) 652-3099	(06-2025) Dustin Crawford 1001 December Dr. (903) 754-1204	(12-2025) Tyler Green 905 Regina Dr. (903) 806-8993	(12-2024) Lydia Dashner 520 Angel Fire Dr. (254) 666-9623	
Mayor Pro Tem Erica Bruce **Ward 3** (05-2025) 717 Fieldstone Dr. (254) 709-4050	(04-2025) Drexel King 331 Earle Rd. (919) 518-4801	(06-2025) Bobby Drake 107 Westchester Way (254) 772-7440	(12-2024) Vernon Bailey 301 Tampico Dr. (512) 797-6377	(12-2024) Jennifer Hunt 228 Cross Country Dr. (254) 498-0102	
Mayor Steve Fortenberry **Ward 3** (05-2024) 701 Oakmont Dr. (254) 709-0030	Alternate (04-2024) **VACANCY**	(06-2025) Michael Lee Hix 336 Bowie Ln. (254) 723-5071	(12-2024) **VACANCY**	(12-2025) Delores K. Sincerney 119 Russell Ln. (254) 744-5752	
Michael S. Bancale **At-Large** (05-2025) 909 Stoneridge Dr. (254) 709-3522	Alternate (04-2025) **VACANCY**	(06-2025) Travis Bailey 412 Oklahoma Ave. (254) 666-1492	(12-2024) Ryan A. NeGron 137 Bonham Dr. (346) 818-7831	(12-2025) Sally Goldman 132 Texas (254) 666-2436	

Updated: 02/06/2024

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 10.

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Discussion and possible action on **Ordinance No. 2024-07** approving the City of Hewitt 2024 Drought Contingency Plan.

STAFF RECOMMENDATION/ITEM SUMMARY:

Every five years, the City of Hewitt is required to submit an updated Drought Contingency Plan to the Texas Commission on Environmental Quality. Attached in the packet is Hewitt's plan for 2024.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve **Ordinance No. 2024-07** adopting the 2024 Water Conservation and Drought Contingency Plan.

ATTACHMENTS:

1. 2024-07 Water Conservation and Drought Contingency Plan - 2024
2. 2024 Drought Contingency Plan - Exhibit A

ORDINANCE NO. 2024-07

AN ORDINANCE ADOPTING THE 2024 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF HEWITT AND AMENDING THE CITY OF HEWITT CODE OF ORDINANCES, CHAPTER 78, ARTICLE VI, DIVISIONS 1, 2, and 3, WATER DROUGHT CONTINGENCY PLAN TO ADOPT SAID PLAN, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING A PENALTY NOT TO EXCEED $2,000, PROVIDING THAT EACH DAY OF VIOLATION IS A SEPARATE OFFENSE AND DECLARING AN EMERGENCY.

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) requires all wholesale and retail public water suppliers serving 3,300 connections or more to update both the Water Conservation Plan (30 TAC §288.30 [1]) and Drought Contingency Plan (30 TAC §288.30 [5]) every five years; and

WHEREAS, City staff has updated the Plan to show updated water data and wastewater tables for the past five years, and

WHEREAS, the City Council has reviewed the proposed 2024 City of Hewitt Water Conservation & Drought Contingency Plan,

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

Section 1. That the Hewitt City Council adopts the 2024 Water Conservation & Drought Contingency Plan for the City of Hewitt, as attached hereto as Exhibit "A."

Section 2. That Article VI, Water Management/Conservation and Emergency Water Management Plan, Divisions 1, 2, 3, of Chapter 78, Utilities, of the Code of Ordinances, shall be amended in its entirety to read as follows:

Article VI. Adoption of Water Conservation and Drought Contingency Plan.

a) A copy of the 2024 Water Conservation & Drought Contingency Plan shall be on file and available for inspection in the office of the City Secretary and the Director of Utilities and on the city's website.

b) The city manager or their designee shall review the plan and the provisions within this division at least every five years and recommend needed changes.

c) The provisions of the plan and this division shall apply to persons, customers, and property served by the city wherever situated, including customers such as water supply corporations, municipal corporations, and any others that receive water from the city on a contract basis.

d) Nothing in the plan or this division shall be interpreted to limit the authority of the mayor, the city council, or the city manager to seek emergency relief under the provisions of any state or federal disaster relief regulations.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part thereof.

Section 5. The City Council intends and is hereby ordained that the provisions of this ordinance shall become and be a part of the Code of Ordinances of the City of Hewitt, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

Section 6. A violation of this ordinance shall be a Class C misdemeanor, and the penalty for violating this ordinance shall be provided for in Section 1-12 of the Code of Ordinances of the City of Hewitt, Texas, which shall be a fine not exceeding $2,000. Each day a violation exists, it shall be a separate offense.

Section 7. It was found that an urgent public necessity requires this ordinance's immediate passage.

Section 8. This ordinance shall be in full force and effect from and after its date of passage.

PASSED AND APPROVED this ____ day of _____, 2024.

CITY OF HEWITT, TEXAS

_____
Dr. Erica Bruce, Mayor Pro Tem

ATTEST:

_____
Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Michael W. Dixon, City Attorney

City of Hewitt

2024

Drought Contingency Plan

The City of Hewitt Drought Contingency Plan is intended to conserve the available water supply and protect the integrity of water supply facilities, with particular regard to domestic water use, to sanitation and fire protection, and to protect and preserve public health, welfare and safety to minimize the adverse impacts of water supply shortage or to other water supply emergency conditions.

CITY OF HEWITT WATER DROUGHT CONTINGENCY PLAN

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CITY OF HEWITT DROUGHT CONTINGENCY PLAN:

SECTION I: DECLARATION OF POLICY, PURPOSE, AND INTENT

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard to domestic water use, to sanitation and fire protection, and to protect and preserve public health, welfare, and safety to minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Hewitt hereby adopts the following regulation and restriction on the delivery and consumption of water through ordinance no. 2021 – XXX. A copy is attached as appendix A.

Water uses regulated or prohibited under this drought contingency plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortages or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section IX of this plan.

SECTION II: PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Hewitt by means of a public meeting and by publishing the Plan on the city's website (www.cityofhewitt.com). A public notice was provided regarding a public meeting, which was held to accept input on The Plan. Additionally, citizens were invited to send comments electronically after viewing the Plan online.

SECTION III: PUBLIC EDUCATION AND NOTIFICATION

The City of Hewitt will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, bill inserts, website updates and other outreach methods as appropriate. Upon implementation and/or termination of any stage of the Plan, the public will be notified through local media and website updates.

SECTION IV: WHOLESALE CONTRACT PROVISIONS

All wholesale water contracts entered into, renewed or extended after adoption of this plan, shall include a provision that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, § 11.039.

SECTION V: COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The service area of the City of Hewitt is located within the Brazos G Regional Water Planning Group. The City of Hewitt has provided a copy of this Plan to the Brazos G Regional Water Planning Group.

SECTION VI: AUTHORIZATION

The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

SECTION VII: APPLICATION

The provisions of this Plan shall apply to all person, customers, and property utilizing water provided by the City of Hewitt. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

SECTION VIII: DEFINITIONS

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

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use, which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those [triggering conditions] practices, techniques, and technologies greater than the baseline conservation practices, that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that

a supply is conserved and made available for future or alternative uses. Baseline conservation practices are those actions expected from customers as good citizens; including, but not limited to:

- Turning off or re-programming automatic sprinkler systems during precipitation events or in soil-saturated conditions;
- Implementing landscape irrigation to maximize impact, e.g., not irrigating in the afternoon or highest evaporative loss hours;

Customer: any person, company, or organization using water supplied by the City of Hewitt.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Mean Sea Level (msl): the level of the ocean's surface, especially the level halfway between high and low tide, used as a standard in reckoning land elevation or sea depths.

Non-essential water use: water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(e) flushing gutters or permitting water to run or accumulate in any gutter or street;

(f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi- type pools;

(g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Water shortage emergency: a condition in which the ordinary water demands and requirements of the City's wholesale and retail customers cannot be met such that there would be insufficient water for human consumption, public health (sanitation), and fire protection. A water shortage emergency may be limited in either areal or temporal extent.

SECTION IX: EMERGENCY RELIEF

Nothing in the Plan shall be interpreted to limit the authority of the mayor, the city council, or the city manager to seek emergency relief under the provisions of any state or federal disaster relief regulations.

SECTION X: CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached.

Criteria triggering the implementation of various stages of the Drought Contingency Plan, include, but are not limited to, the following:

1. General, geographical, or weather-related condition or emergency, including but not limited to drought conditions resulting in a decrease in the Lake Waco reservoir level;
2. Water system failures/emergencies (i.e., pressure zone deficiencies, chemical spills, broken water mains, power outages, electrical failures, failures of storage tanks or other equipment, treatment plant breakdown, and water contamination);
3. An inability to recover approximately ninety (90) percent of water stored in all Storage facilities within a defined period;
4. A catastrophic decrease in the Lake Waco reservoir level, loss of a well, and/or delivery capabilities resulting in an inability, presently or in the immediate future, to recover resources sufficient to provide services necessary for the public health and welfare;
5. Contamination of one or more of the city's well(s) or one of the Waco connections, by accidental or intentional means. The City of Hewitt emergency response plan shall initiate in any contamination occurrence.

The level of the Lake Waco reservoir shall be determined based on the official reading by the U.S. Army Corps of Engineers and stated as an elevation above mean sea level (msl).

TRIGGERING STAGES, RESPONSES AND GOALS

Generally. Should a water shortage emergency occur, the City Manager may exercise his or her discretion to: 1) request special voluntary water restrictions, 2) initiate Stages 1 - 4 mandatory restrictions, and/or 3) prohibit wastage and restrict certain uses of water deemed nonessential during the emergency. Initiation of a specific Stage is dependent on climatic and water system conditions, and does NOT necessarily require a progression from Stage One through Stage Three to reach Stage Four.

Pro rata curtailment of water delivery to wholesale water customers, as provided in Texas Water Code, §11.039, may be triggered by criteria within or without the plan and may be implemented during in any stage of the plan.

The City of Hewitt has alternative sources of limited water through the City of Waco and the City of Lorena, from which to draw or make use of as a water supply management measure during a water shortage. If the City of Waco implements any drought response stages, the City of Hewitt is REQUIRED to implement the same drought response stages.

Stage 1 Triggers – MILD Water Shortage

1. Criteria for implementation of Stage 1.

   The City manager shall implement stage 1 restrictions when:

   (a) The Lake Waco reservoir level decreases to 455 msl (at which the reservoir is at about 72% of its capacity).

   (b) There is an inability to recover approximately ninety (90) percent of water stored in all storage facilities within a twenty-four (24) hour period.

   (c) Weather forecasts and stream flow conditions, in the opinion of the city manager, warrant restrictions on the use of water.

2. Upon recommendation of the City Manager, Stage 2 response procedures shall become effective.

3. A Stage may be upgraded or downgraded at any time by the City Manager.

4. Criteria for termination - Stage 1 shall be terminated at the discretion of the City Manager.

Stage 1 Responses

Mandatory restrictions – Criminal penalties do not apply during Stage 1 restrictions.

Upon implementation by the city, the following restrictions shall apply unless specifically exempted:

1. The city shall limit use of water for municipal purposes to those activities necessary to maintain the public health, safety and welfare and any computer-controlled irrigation systems that incorporate evapotranspiration data in setting irrigation run times.

2. The city shall monitor "excessive watering" and issue notifications to customers. "Excessive watering" occurs where run-off extends for a distance greater than ten (10) feet from the customer's property or where there is washing or hosing down of buildings, sidewalks, driveways, patios, porches, parking surfaces or other paved surfaces.

Stage 1 Goal

Reduction of previous three-year average daily use by 1%

Stage 2 Triggers – MODERATE Water Shortage

1. Criteria for implementation of Stage 2. The city manager shall implement stage 2 restrictions when:
   (a) The Lake Waco reservoir level decreases to 452 msl (at which the reservoir is at about 60% of its capacity)
   (b) There is an inability to recover approximately ninety (90) percent of water stored in all storage facilities within a twenty-four (24) hour period.
   (c) Weather forecasts and stream flow conditions, in the opinion of the City Manager, warrant restrictions on the use of water.
2. Upon recommendation of the City Manager, Stage 2 response procedures shall become effective.
3. A Stage may be upgraded or downgraded at any time by the City Manager.
4. Criteria for termination - Stage 2 shall be terminated at the discretion of the City Manager.

Stage 2 Responses

Mandatory restrictions – Criminal penalties do apply during Stage 2 restrictions.

Upon implementation by the city, the following restrictions shall apply unless specifically exempted:

1. All landscape and other outdoor water usage at each service address shall be limited to two days a week based on the last digit in the meter service address or the type of

connection; however, landscape and outdoor water usage is prohibited from 6:00 A.M. to 7:00 P.M.

Last Digit Address Residential:	Allowed Landscape Water Days
Odd	Tuesday and Saturday
Even	Wednesday and Sunday
All Non-Residential accounts	Monday and Friday

Thursday – No Watering, Storage Recovery day

2. Apartments, office building complexes, or other properties containing multiple addresses, will be identified by the lowest physical street address number. Where there are no numbers, a number will be assigned by the Building Official.

3. Watering of newly installed landscaping is exempt from Stage 2 restrictions for no more than one month from the date of planting. After the first month, the landscape water day's schedule and hourly restrictions must be followed.

Stage 2 Goal

Reduction of previous three-year average daily use by 5%

Stage 3 Triggers – SEVERE Water Shortage

1. Criteria for implementation of Stage 3. The city manager shall implement stage 3 restrictions when:

   (a) The Lake Waco reservoir level to 449 msl (at which the reservoir is at about 50% of its capacity) or inability to recover approximately ninety (90) percent of water stored in all storage facilities within a thirty (30) hour period.

   (b) Weather forecasts and stream flow conditions, in the opinion of the city manager, warrant restrictions on the use of water.

   (c) The total amount of water available, as determined by the Utilities Director, to the city from its developed water sources is less than a 24-month supply.

2. Upon recommendation of the City Manager, Stage 3 response procedures shall become effective.

3. A Stage may be upgraded or downgraded at any time by the City Manager.

4. Criteria for termination - Stage 3 shall be terminated at the discretion of the City Manager.

Stage 3 Responses

Mandatory restrictions – Criminal penalties do apply during Stage 3 restrictions.

Upon implementation by the city, the following restrictions shall apply unless specifically exempted:

1. All landscape and outdoor water usage at each service address shall continue according to the landscape water days schedule identified below; however, landscape and outdoor water usage is prohibited from 6:00 A.M. to 7:00 P.M.

Last Digit Address:	Allowed Landscape Water Day
0, 1	Monday
2, 3	Tuesday
4, 5	Wednesday
6, 7	Thursday
8, 9	Friday

Saturday and Sunday – No Watering, Storage Recovery days

2. Apartments, office building complexes, or other property containing multiple addresses will be identified by the lowest physical address number. Where there are no numbers, a number will be assigned by the Building Official.

3. Existing swimming pools, hot tubs, spas, ornamental ponds and fountains may be replenished with a hand-held hose to maintain operational purposes only.

4. Permitting of new swimming pools, hot tubs, spas, ornamental ponds or fountain construction is prohibited, except that those previously permitted or under construction

at the time Stage 3 restrictions are initiated may complete construction and may be filled one time only. Filling occurs when an amount of water equal to at least seventy-five (75) percent of the water capacity is placed in the structure or facility.

5. Excessive water run-off from any landscaped area onto streets, alleys, or parking lots is prohibited. Run-off is excessive when it extends for a distance greater than ten (10) feet from the customer's property.

6. Washing or hosing down of buildings, sidewalks, driveways, patios, porches, parking areas, or other paved surfaces is prohibited.

Exceptions:

(a) Commercial landscape nurseries are exempt from Stage 3 restrictions (*except for restrictions on hours when watering may occur*), but all such nurseries shall cease using water to clean pavement and sidewalk areas except for health and safety reasons.

(b) Commercial full-service or self-service car wash facilities, including those at service stations and automobile dealership facilities, shall cease using water to clean pavement and sidewalk areas except for health and safety reasons and are exempt from Stage 3 restrictions if they meet one or more of the following conditions:

(i) Commercial car wash facilities using conveyorized, touchless, and / or rollover in-bay technology if they reuse a minimum of fifty percent of water from previous vehicle rinses in subsequent washes.

(ii) Commercial car wash facilities using reverse osmosis to produce water rinse with a lower mineral content if they incorporate the unused concentrate in subsequent vehicle washes.

(iii) Self-service spray wands used that emit no more than three gallons of water per minute.

(c) Golf course landscape watering is exempt from Stage 3 restrictions so long as golf course irrigation systems are operated with a computer-controlled irrigation system that incorporates evapotranspiration data in setting irrigation run times.

Stage 3 Goal

Reduction of previous three-year average daily use by 7%

Stage 4 Triggers – EMERGENCY Water Shortage

1. Requirements for implementation of Stage 4. The City Manager shall implement stage 4 restrictions when:

   (a) The Lake Waco reservoir level to 445 msl (at which the reservoir is at about 40% of its capacity)

   (b) There is a determination by the City Manager that catastrophically decreasing lake reservoir levels and/or delivery capabilities with an inability to recover to provide services necessary for public health, safety, and welfare exist.

   (c) Weather forecasts and stream flow conditions, in the opinion of the city manager, warrant restrictions on the use of water.

   (d) The total amount of water available, as determined by the Utilities Director, to the city from its developed water sources is less than a 12-month supply.

2. Upon recommendation of the City Manager, Stage 4 response procedures shall become effective.

3. A Stage may be upgraded or downgraded at any time by the City Manager.

4. Criteria for termination - Stage 4 shall be terminated at the discretion of the City Manager.

Stage 4 Responses

Mandatory restrictions – Criminal penalties do apply during Stage 4 restrictions.

Upon implementation by the city, the following restrictions shall apply unless specifically exempted:

1. Any and all outdoor/landscaping water usage is prohibited until the emergency is alleviated. This applies to all metered water users using the city's public water supply and includes all residential (single or multi- family), commercial (car wash, nurseries, business), recreational (public/private golf courses, parks, athletic fields), religious, health care, school and municipal entities.
2. Use of water for municipal purposes shall be limited to only those activities necessary to maintain the public health, safety and welfare, as determined by the city.
3. Use of water from fire hydrants is prohibited except for firefighting and health and safety related activities.

Stage 4 Goal

Reduction of previous three-year average daily use by 10%

SECTION XI: ENFORCEMENT

1. No person shall intentionally, knowingly, recklessly or with criminal negligence allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Division or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city, in accordance with provisions of this Division.
2. Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation. Proof that

the notices required under Section 26- 94 have been given shall constitute a rebuttal presumption that the person has knowledge of and/or is aware of the declaration of a drought or emergency contingency stage, but such presumption may be rebutted by evidence that the person was out of city at the time of the declaration and could not reasonably have become aware of the declaration since returning to the city.

3. Any person who violates this Division is guilty of a misdemeanor and upon conviction shall be punished by a fine as provided in Section 1-14, General Penalty. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense.
4. If a person is observed violating a Stage 2 or greater restriction, including but not limited to vehicle washing, landscape watering, or construction water use, for a second time, the city shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur.
5. If a person is convicted of three (3) or more distinct violations of this Division, the city shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur.
6. Services discontinued under such circumstances shall be restored only upon payment of reconnection charge established by city policy and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect.
7. The City is entitled to pursue all other criminal and civil remedies to which it is entitled under statutes or other ordinances. Compliance with this Division may also be sought through injunctive relief in the district court.

SECTION XII: VARIANCES

1. A customer may file an application for a variance from this plan for the property receiving water service with the City Manager. The City Manager may determine the proper information and require that the applicant provide such information to evaluate the variance request.

2. The City Manager may grant a variance from the Plan upon his/her determination that special circumstances exist that upon strict enforcement of the plan will adversely affect the health, sanitation, or fire protection for the public or the applicant.

3. Variances granted under this section will expire upon escalation of the plan to the next higher phase or termination of the plan.

SECTION XIII: STATE MANDATED WATER RESTRICTIONS

1. If a State agency with jurisdiction over water rights and use lawfully orders that drought response restrictions on water usage be imposed, the water restrictions shall be implemented, regardless of whether any of the criteria for implementation stated in Sec. 26-97 or Sec. 26-98 have been met.

2. The city manager shall notify the public of the implementation of the state mandated restrictions as provided in Sec. 26-94. Said notice shall set out the specific restrictions to be implemented.

3. No person shall intentionally, knowingly, recklessly, or with criminal negligence allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner:

   (a) Contrary to the notice issued under subsection 2 above; or

   (b) Contrary to the state mandated restriction; or

   (c) In excess of state mandated usage limits.

4. If a violation of the mandated restriction occurs, notice of the violation may be given as provided in Sec. 26-95 and the violation may be punished as provided in Sec. 26-96.

COUNCIL AGENDA ITEM FORM

MEETING DATE: April 15, 2024

AGENDA ITEM #: 11.

SUBMITTED BY: Bo Thomas , City Manager

ITEM DESCRIPTION:

Discussion and update regarding wastewater flows and capacity demands between the Central Wastewater Treatment Plant and the Bullhide Wastewater Treatment Plant.

STAFF RECOMMENDATION/ITEM SUMMARY:

As Hewitt continues to grow, the need to access and monitor wastewater treatment capacity, wastewater flow, and future expansion costs becomes critical. Hewitt has been working with Waco for possible future capacity at Bullhide WWTP but due to anticipated construction costs, repayment of improvements, and length of financing, another option may be desirable, even though it may not be as operationally efficient.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

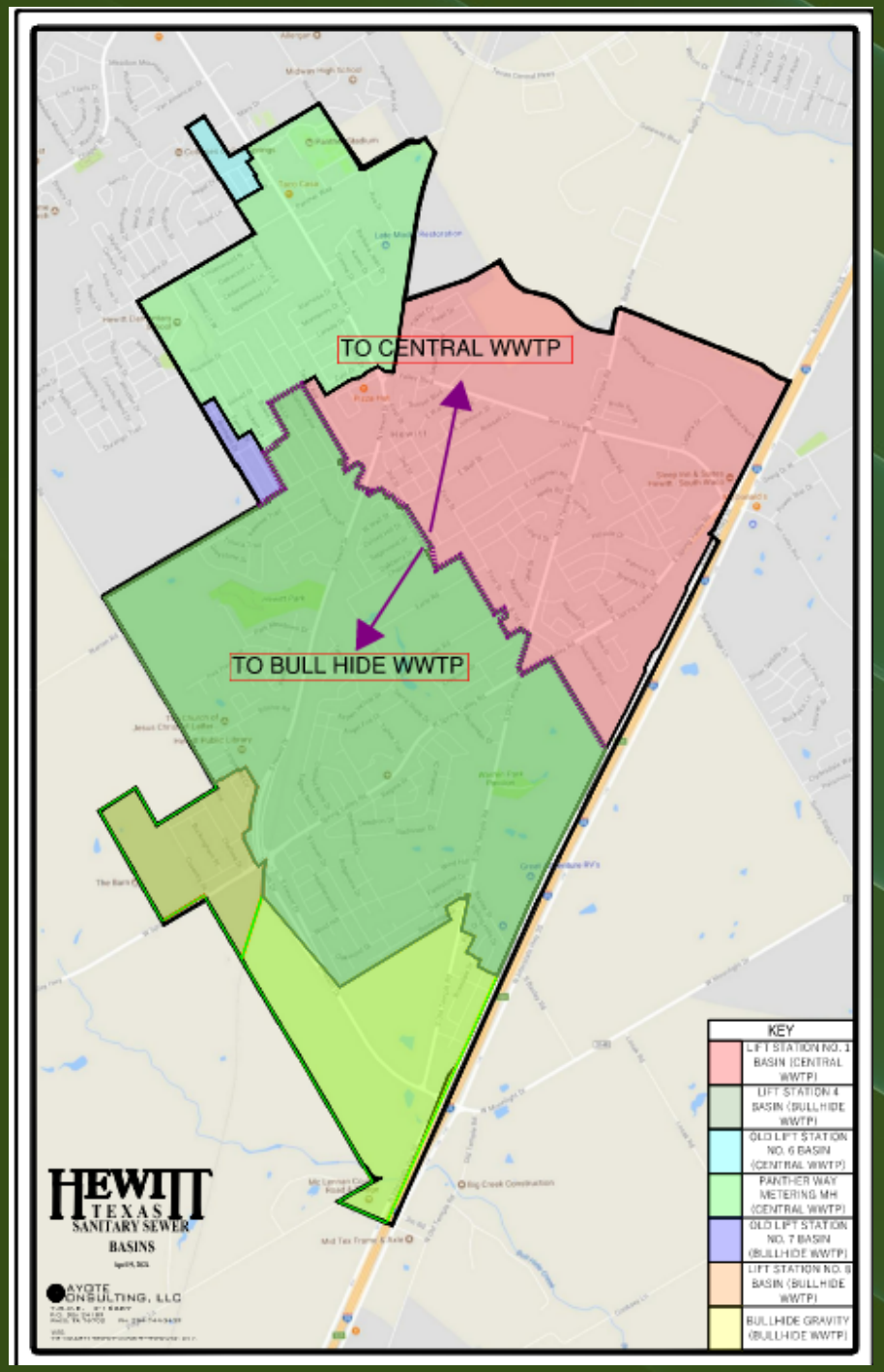
NA

ATTACHMENTS:

1. City of Hewitt Lift Station Flow Options

CITY OF HEWITT

Lift Station No. 4 Flow Options



HEWITT EXISTING SEWER BASINS

Area to City of Waco's Central WWTP

- +/- 1,943

Area to City of Waco's Bull Hide WWTP

- +/- 2,357 Ac.

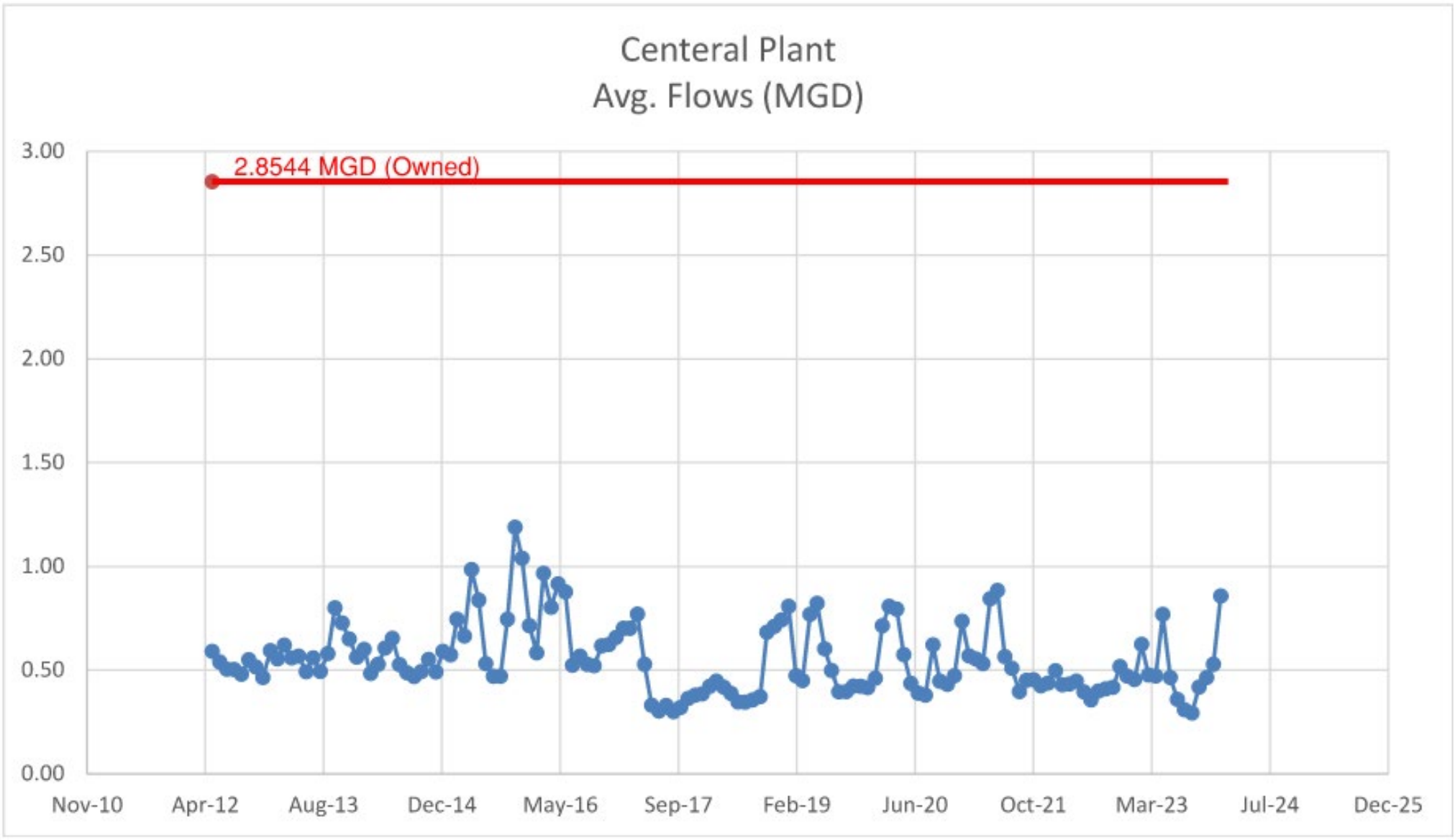
WHOLESALE WASTEWATER CONTRACT
EXHIBIT A
Wastewater Treatment Capacities (in MGD)
as of Effective Date of Contract

City	Central Plant
Bellmead	2.3083
Hewitt	2.8544
Lacy Lakeview	1.0546
Lorena	0.0000
Robinson	1.5711
Waco	34.5416
Woodway	2.6700
TOTAL	**45.0000**

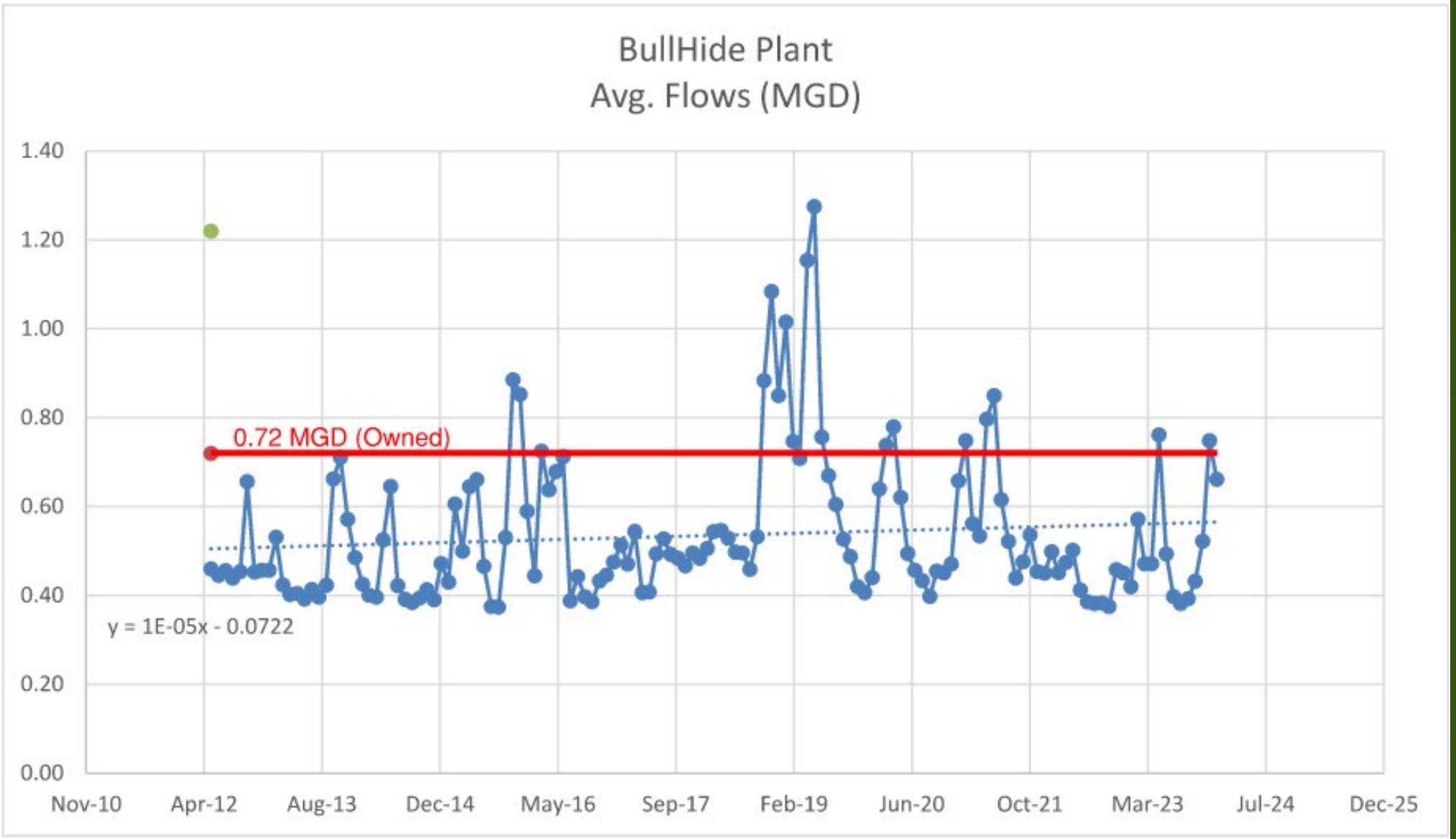
City	Bullhide
Bellmead	0.0000
Hewitt	0.7200
Lacy Lakeview	0.0000
Lorena	0.3200
Robinson	0.0000
Waco	0.4600
Woodway	0.0000
TOTAL	**1.5000**

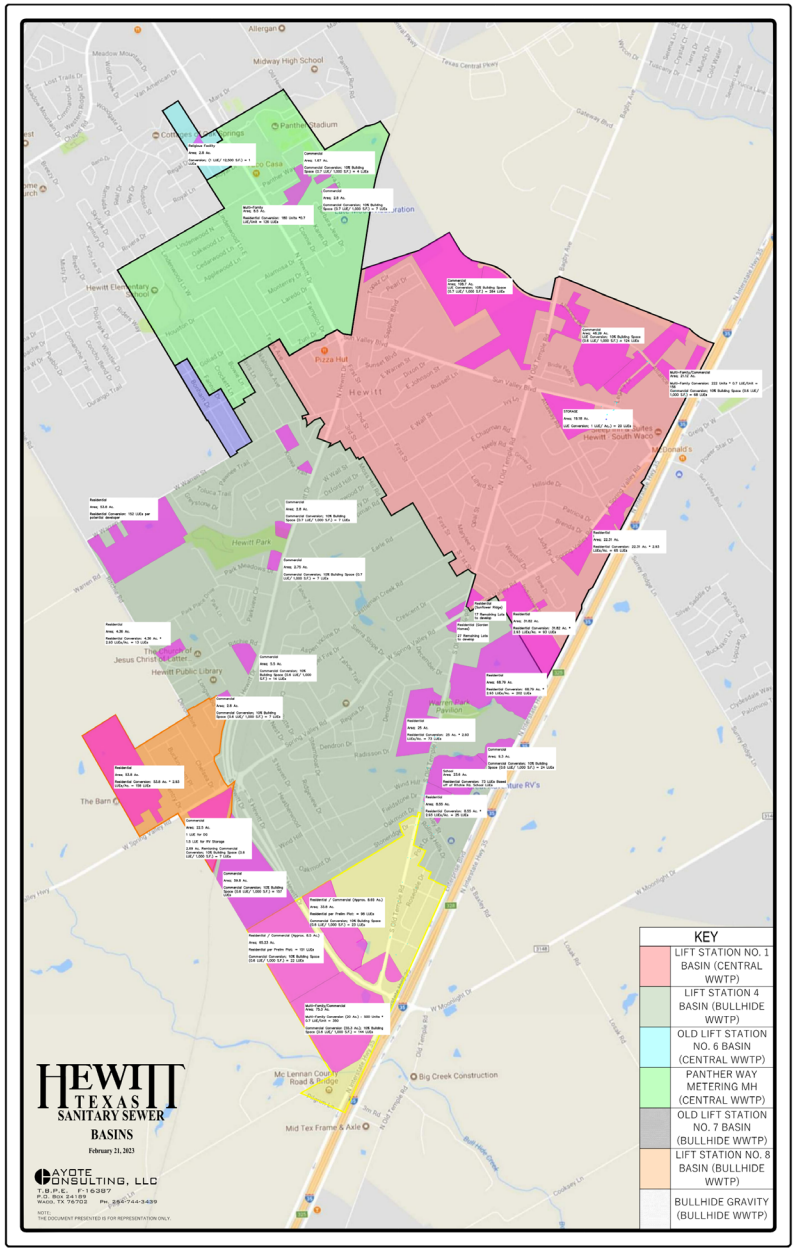
HEWITT'S CONTRACTED CAPACITIES PER EXISTING CONTRACT WITH THE CITY OF WACO.

HEWITT'S HISTORIC FLOWS TO COW'S CENTRAL WWTP



HEWITT'S HISTORIC FLOWS TO COW'S BULL HIDE WWTP



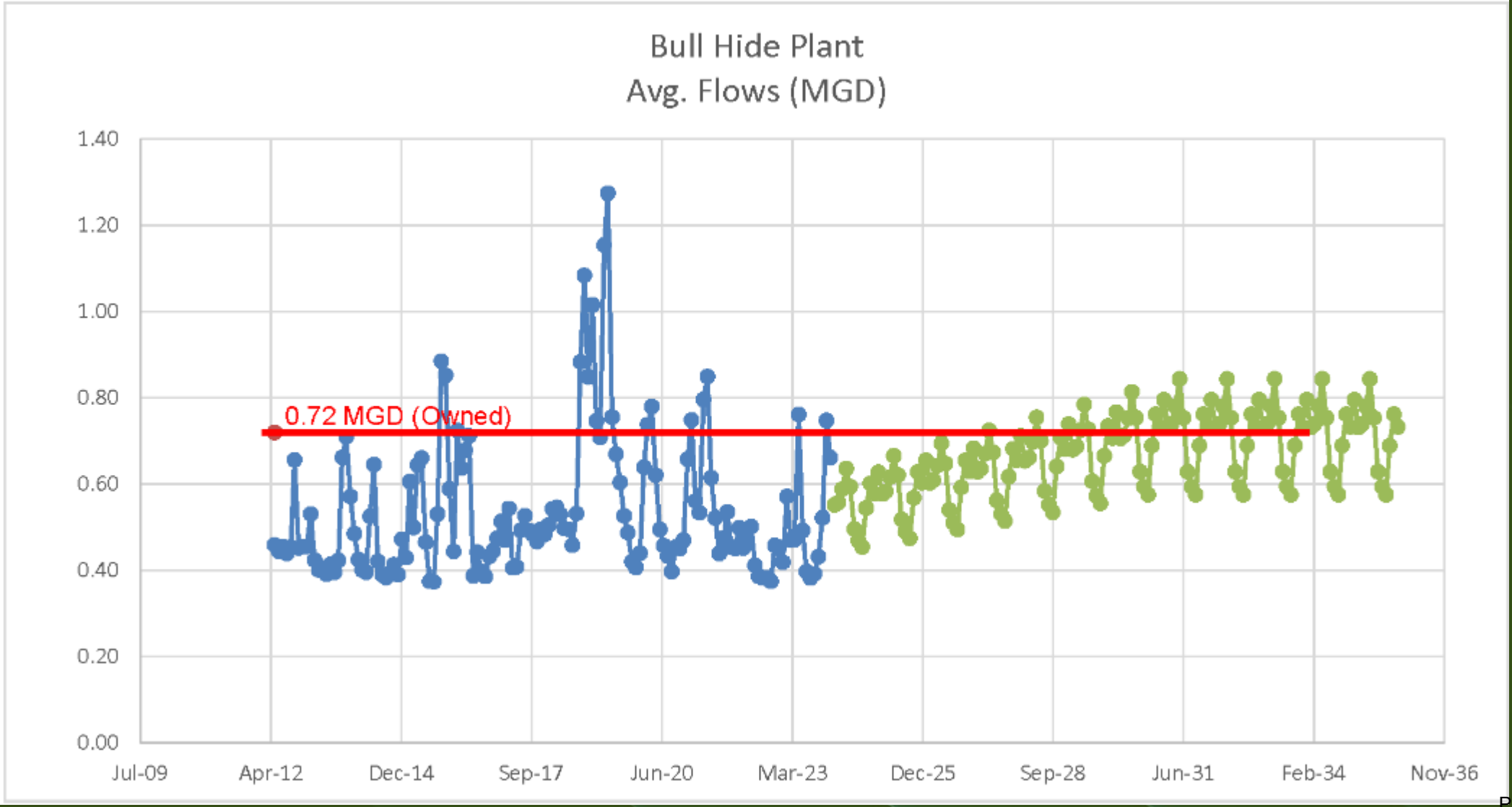


HEWITT GROWTH PROJECTIONS

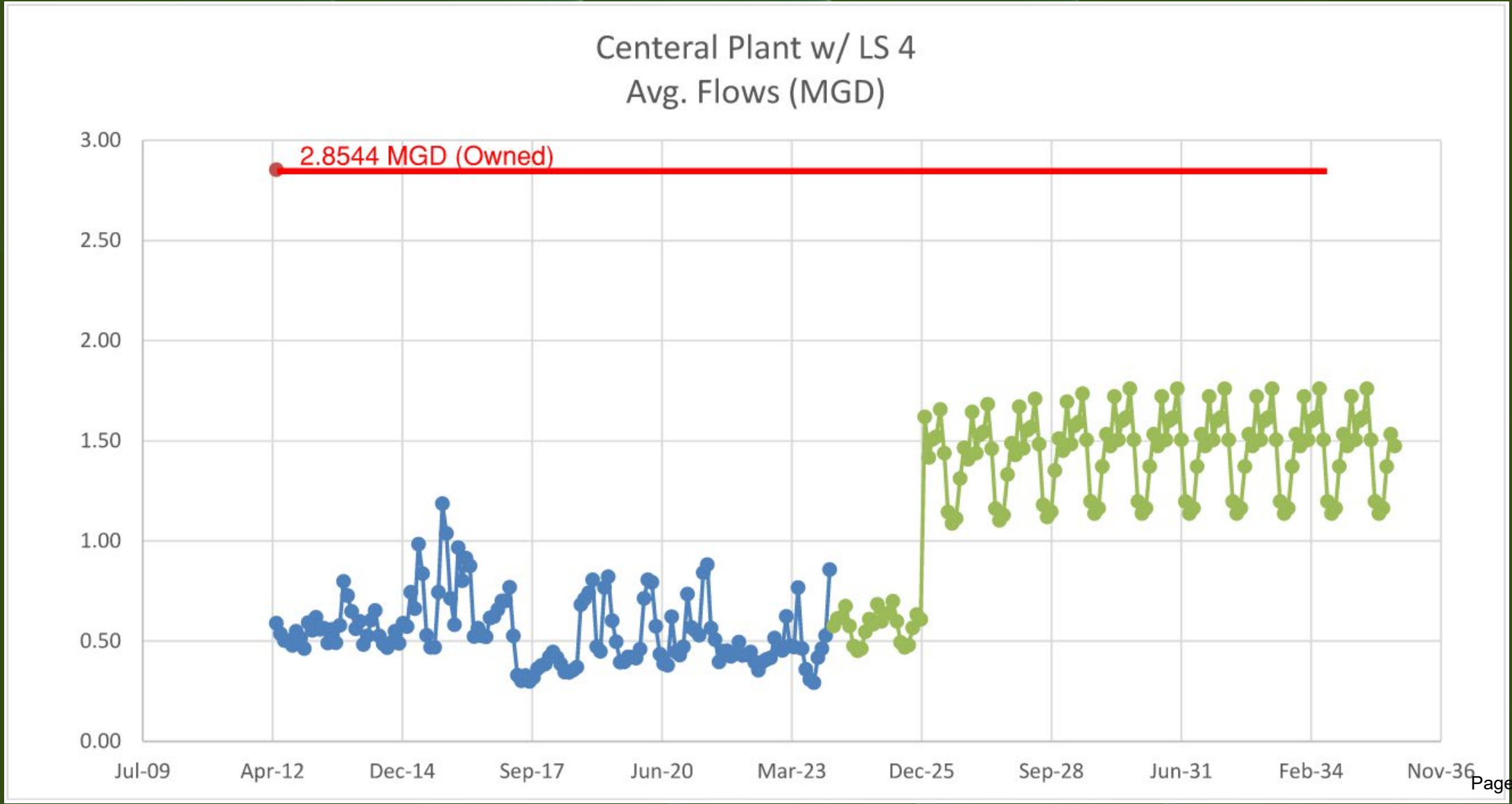
Area	Ex. LUE Count	Prop. LUE Count
L.S. 1 Area	1,139	1,956
Panther Way Meter	934	1,071
L.S. 4 Area	2,755	3,396
L.S. 8	174	342
Old L.S. 6	206	207
BullHide Gravity	235	1,190
Totals	**5,443**	**8,161**

LUEs per WWTP Basin	Ex. LUE Count	Prop. LUE Count
Central Treatment Plt.	**2,073**	**3,027**
Bullhide Treatment	**3,164**	**4,927**
Total Metered areas	**5,237**	**7,954**

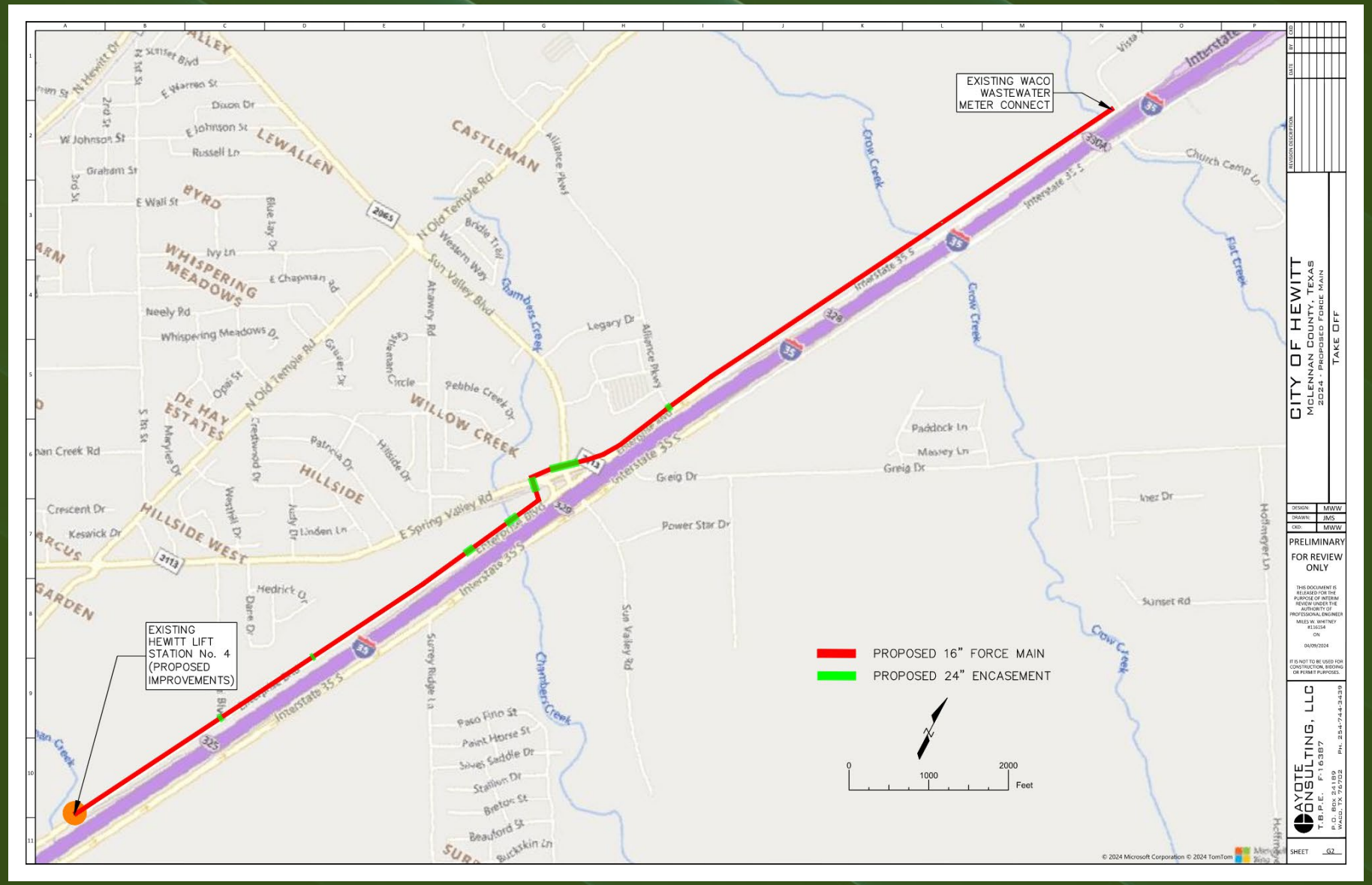
HEWITT'S BULL HIDE FORECASTED WASTEWATER GROWTH W/ EXISTING OPERATIONS



HEWITT'S CENTRAL FORECASTED WASTEWATER GROWTH W/ L.S. 4 CONVERSION



PROPOSED LIFT STATION NO. 4'S CENTRAL WWTP FORCE MAIN DRAFT ALIGHNMENT



CITY OF HEWITT
MCLENNAN COUNTY, TEXAS
2024 - PROPOSED FORCE MAIN
TAKE OFF

DESIGN:	MWW
DRAWN:	JMS
CKD:	MWW

PRELIMINARY
FOR REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF PROFESSIONAL ENGINEER MILES W. WHITNEY #136354 ON 04/09/2024

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76703
Ph. 254-744-3439

SHEET G2

PROPOSED LIFT STATION NO. 4'S CENTRAL WWTP FORCE MAIN EOPC

- Lift Station No. 4 Revisions to include but not limited to:
  - Reinf. Concrete Structures, Piping, Manholes, Duplex Submersible Pumps & Motors, Controls, Electrical, SCADA, Emergency Power Generator, Fencing Revisions, Driveway & Paving Revisions, Testing & All Incidentals necessary to complete the Lift Station.
    - +/- $5.5 million *(includes Construction, Engineering, Inspection, Testing Surveys, and 15% Contingency.)*
- Lift Station No. 4 Force Main to include but not limited to:
  - 16,050 L.F. of 16" force main piping, to include all incidentals necessary to complete the line.
    - +/- $5.6 million *(includes Construction, Engineering, Inspection, Testing Surveys, and 15% Contingency.)*
- **Total Cost of L.S. 4 Revisions:**
  - **Estimated $11.1 million**