HEWITT
TEXAS

CITY COUNCIL WORKSHOP/REGULAR MEETING

October 6, 2025, 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
Bob Potter, Council Member: Ward 2 – **Brad Turner,** Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

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

Under Texas Government Code Sec. 551.127, members may attend and participate in the meeting remotely by video conference on a regular, non-emergency basis. 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. Presentation and discussion on unattended clothing/donation boxes.
2. Presentation and discussion concerning Fire Department updates (Fire Station No. 2, Fire Department physicals, Safer Grant, Hazardous Mitigation Plan).

WORKSHOP ADJOURNMENT

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

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 posted on the agenda. (Note: Citizens who wish to speak must complete a "Public Comment Form" and present it to the City Secretary before the meeting.)

REGULAR AGENDA ITEMS

3. Approve minutes of the September 15, 2025, City Council Workshop/Regular Meeting.

4. Discussion and possible action to purchase three (3) F-150 XL 4x4 Super Cab trucks for the Utilities Department.

5. Discussion and possible action to authorize the City Manager to renew an existing Interlocal Cooperative Agreement with the City of Waco for Regional Marketing.

6. Discussion and possible action on **Resolution No. 2025-08,** submitting a candidate nomination for the McLennan Central Appraisal District Board of Directors for the year 2026.

7. Discussion and possible action on **Resolution No. 2025-09** approving the financing terms with Cogent Bank for a term of four (4) years at 3.5% for the financing of various vehicles and equipment.

8. Requests for future workshops and/or agenda items.

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board in front of City Hall on **September 30, 2025,** by 5:00 PM.

CITY OF HEWITT

Lydia Lopez
Lydia Lopez, TRMC/MMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Hewitt will provide reasonable accommodations for people attending and/or participating in City Council meetings. The facility is wheelchair-accessible, and accessible parking is available at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours before the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.

HEWITT
TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: October 6, 2025

AGENDA ITEM #: 3.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approve minutes of the September 15, 2025, City Council Workshop/Regular Meeting.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a copy of the meeting minutes. Please review and advise if any corrections are needed.

FISCAL IMPACT:

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

SUGGESTED MOTION:

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

ATTACHMENTS:

1. September 15, 2025, City Council Workshop-Regular Meeting Minutes

CITY COUNCIL WORKSHOP/REGULAR MEETING

September 15, 2025, 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
Bob Potter, Council Member: Ward 2 – **Brad Turner,** Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

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 p.m., announced all members were present, and declared a quorum.

WORKSHOP AGENDA

1. Presentation and discussion concerning the city of Hewitt's operating software.
   Assistant City Manager Jim Devlin presented an overview and evaluation process for the city of Hewitt's potential new operating software system. Following the presentation, the Council engaged in a general discussion regarding the anticipated implementation timeline post-selection, proposed site visits to cities currently using the software, and costs. Mayor Pro Tem Erica Bruce invited staff to share their perspectives on the software under consideration.

WORKSHOP ADJOURNMENT
MOTION: Council Member Michael Bancale moved to adjourn the Workshop Meeting at 7:00 p.m.
SECOND: Mayor Pro Tem Erica Bruce
AYES: Potter, Bancale, Bruce, Turner, Stephens, 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 7:06 p.m., announced all members were present, and declared a quorum.

PLEDGE OF ALLEGIANCE

Mayor Steve Fortenberry led the Pledge of Allegiance.

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

2. Presentation by Library Director Matthew Glaser on the following:
    - Summer Reading Program
    - Grants

    City Manager Bo Thomas invited Library Director Matthew Glaser to present an update on the 2025 Summer Reading program and the FY 2026 Grant Projects.
    Director Glaser outlined the following key items:

    SUMMER READING PROGRAM

    Program goals focused on promoting literacy and community engagement.
    Presented statistics on participation across age groups.
    Shared feedback from attendees regarding program impact and areas for improvement.

    FY 2026 GRANT PROJECTS

    <u>Texas Reads Grant — $8,392</u>
    Funding will be allocated to install a Storywalk Trail in Warren Park, scheduled for January 2026.
    <u>Library Infrastructure Grant — $122,350</u>
    Expand access to broadband-enabled devices for work, education, and telehealth.
    Increase private, secure access to critical online services.
    Build user confidence through guided digital access and support.
    All activities will begin after January 1, 2026.
    The Mayor and Council commended Library Director Matthew Glaser for seeking grant funding and programs.

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 posted on the agenda. (Note: Citizens who wish to speak must complete a "Public Comment Form" and present it to the City Secretary before the meeting.)
Mayor Steve Fortenberry read the preceding statement and inquired whether any public comment forms had been submitted to the City Secretary. The City Secretary confirmed receipt of one public comment form. Ms. Joann Price, residing at 532 Connie Drive, appeared before the Council to express concerns regarding code enforcement issues affecting her neighborhood.

REGULAR AGENDA ITEMS

3. Approve minutes of the August 18, 2025, City Council Workshop/Regular Meeting.

    MOTION: Council Member Michael Bancale moved to approve the minutes as presented, but to allow for corrections.
    SECOND: Council Member Bob Potter

AYES: Bancale, Bruce, Turner, Stephens, Potter, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

4. Presentation of the report by City Engineer Miles Whitney, P.E.
   Update on pending utility projects.
   Update on pending street projects.
   Update on pending drainage projects.
   City Engineer Miles Whitney, P.E., reviewed the listed projects and responded to Council questions.

5. Briefing and discussion concerning the Financial Statements ending August 31, 2025.
   City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the August 31, 2025, Financial Statements electronically on September 6, 2025, for review. The Council raised no questions or concerns.

6. Discussion and possible action to approve the purchase of a 2026 Ford F450 for use in the General Services Department.
   City Manager Bo Thomas presented.
   MOTION: Council Member Bob Potter moved to approve the purchase of a 2026 Ford F450 XL Reg Cab 2wd Chassis from Bird Kultgen Ford for the amount of $65,873.09.
   SECOND: Council Member Michael Bancale
   AYES: Bruce, Turner, Stephens, Potter, Bancale, and Fortenberry
   NAYES: None
   ABSENT: None
   MOTION PASSED.

7. Discussion and possible action regarding surplus inventory.
   City Manager Bo Thomas presented.
   MOTION: Council Member Michael Bancale moved approval of the surplus items listed for release to auction.
   SECOND: Council Member Brad Turner
   AYES: Turner, Stephens, Potter, Bancale, Bruce, and Fortenberry
   NAYES: None
   ABSENT: None
   MOTION PASSED.

8. Discussion and possible action on amendments to the FY 2024-2025 General Fund Budget.
   City Manager Bo Thomas presented the item and explained that the proposed amendments to the current fiscal year's budget were sufficiently material to warrant revision for both audit and legislative purposes.
   MOTION: Council Member Michael Bancale moved approval of the amendment to the Fiscal Year 2024-2025 General Fund Budget.
   SECOND: Mayor Pro Tem Erica Bruce
   AYES: Stephens, Potter, Bancale, Bruce, Turner, and Fortenberry
   NAYES: None
   ABSENT: None
   MOTION PASSED.

9. Discussion and possible action on **Resolution No. 2025-07,** approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and the Atmos Energy Corp., Mid-Texas Division, regarding the Company's 2025 Rate Review Mechanism Filing.
   City Manager Bo Thomas presented.
   MOTION: Council Member Brad Turner moved to approve **Resolution No. 2025-07**, which approves a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and the Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2025 Rate Review Mechanism Filing.
   SECOND: Council Member Bob Potter
   AYES: Potter, Bancale, Bruce, Turner, Stephens, and Fortenberry
   NAYES: None
   ABSENT: None
   MOTION PASSED.

10. Discussion and possible action on **Resolution No. 2025-08,** submitting a candidate nomination for the McLennan Central Appraisal District Board of Directors for the year 2026.
   City Manager Bo Thomas presented and recommended that this item be brought back on October 6, 2025. **No action taken.**

11. Requests for future workshops and/or agenda items.
   Council Member Bob Potter asked for an update on the code enforcement issue.

RECESS REGULAR MEETING TO CONVENE EXECUTIVE SESSION
Mayor Steve Fortenberry recessed the Regular Meeting to convene the following Executive Session at 8:07 p.m.

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

RECONVENE REGULAR MEETING
Mayor Steve Fortenberry reconvened the Regular Meeting at 9:02 p.m.

12. Discussion and possible action on the selection of an Associate Judge, if needed.
   No action taken.

ADJOURNMENT
MOTION: Council Member Bob Potter moved to adjourn the Regular meeting at 9:03 p.m.
SECOND: Council Member Michael Bancale
AYES: Turner, Stephens, Potter, Bancale, 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: October 6, 2025

AGENDA ITEM #: 4.

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Discussion and possible action to purchase three (3) F-150 XL 4x4 Super Cab trucks for the Utilities Department.

STAFF RECOMMENDATION/ITEM SUMMARY:

The purchase of three (3) F-150 XL 4x4 Super Cab trucks will replace a 2011 F-150, a 2015 F-250, and a 2016 F-250 Ford truck. This purchase request is included in our FY 25/26 budget.

The replacement of these three (3) trucks will help to eliminate vehicle downtime due to aging trucks requiring more maintenance, and ensure our response time to customers' calls for service is prompt.

If the Council approves this purchase, the trucks will be purchased through Bird Kultgen Ford using the BuyBoard Contract/Ref # 40-4795 in the amount of $139,254.99. Attached is the sales quote and a spec sheet for the proposed trucks. All three (3) are identical.

FISCAL IMPACT:

Amount Budgeted -$145,000.00
Line Item in Budget - 20-50635-91-00

SUGGESTED MOTION:

I move to approve the purchase of three (3) 2025 Ford F-150 XL 4x4 Super Cab trucks from Bird Kultgen Ford for $139,254.99.

ATTACHMENTS:

1. Ford Truck quotes- 2025

BIRD KULTGEN

8/20/2025

Fleet Commerical Sales
BK Ford
1701 W Loop 340
Waco, TX 76712
MKinser@Bkford.com
254-666-2473

City Of Hewitt
200 Patriot Court
Hewitt, TX 76643

Order# K950

Quote: Year, Make, Model + Adds
2025 F-150 XL Super Cab White

MSRP	$	51105.00
Discount	$	5184.00
Sales Price	$	45921.00
Accessories	$	
Ford Incentives	$	0.00
Estimated Trade Value	$	0.00
Money Down	$	0.00
Subtotal	$	45921.00
Sales Tax	$	86.33
License/Transfer/Doc Fee	$	411.00
Total Amount Financed	$	46418.33

Thank you for the opportunity to earn your business.

Manager Signature ____________ **Date: 8/20/25**

Customer Signature Kevin Reinke **Date: 8/20/25**

Print Name Kevin Reinke

Preview Order K950 - X1L - 4x4 XL SuperCab: Order Summary Time of Preview: 08/20/2025 09:55:54 Receipt: 8/8/2025

Dealership Name: Bird Kultgen **Sales Code :** F52457

Dealer Rep.	Michael Kinser	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	K950
Customer Name	City ofHewitt	**Priority Code**	L3	**Model Year**	2025	**Price Level**	565

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB XL - 145	$45560	JOB #2 ORDER	$0
145 INCH WHEELBASE	$0	FRONT LICENSE PLATE BRACKET	$0
TOTAL BASE VEHICLE	$45560	50 STATE EMISSIONS	$0
OXFORD WHITE	$0	TOW/HAUL PACKAGE	$1010
VINYL 40/20/40 FRONT SEAT	$0	.INTEGRATED TRAILER BRAKE CONT	$0
MEDIUM DARK SLATE	$0	EXTENDED RANGE 36GAL FUEL TANK	$0
EQUIPMENT GROUP 101A	$0	PRICE CONCESSION INDICATOR	$0
.XL SERIES	$0	REMARKS TRAILER	$0
.17" SILVER STEEL WHEELS	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
5.0L V8 ENGINE	$2340	SPECIAL FLEET ACCOUNT CREDIT	$0
ELEC TEN-SPEED AUTO TRANS	$0	FUEL CHARGE	$0
.265/70R 17 BSW ALL-TERRAIN	$0	NET INVOICE FLEET OPTION (B4A)	$0
3.73 ELECTRONIC LOCK RR AXLE	$0	PRICED DORA	$0
7100# GVWR PACKAGE	$0	ADVERTISING ASSESSMENT	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	DESTINATION & DELIVERY	$2195

	MSRP
TOTAL BASE AND OPTIONS	$51105
DISCOUNTS	NA
TOTAL	$51105

ORDERING FIN: QD412 **END USER FIN:** QD412

INCENTIVES DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :40-479S Bid Date :08/26/24State : TX $-2600.00

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

K Rent

Customer Signature Date

This is not an invoice.

8/20/2025

Fleet Commerical Sales
BK Ford
1701 W Loop 340
Waco, TX 76712
MKinser@Bkford.com
254-666-2473

City Of Hewitt
200 Patriot Court
Hewitt, TX 76643

Order# K951

Quote: Year, Make, Model + Adds
2025 F-150 XL Super Cab White

MSRP	$	51105.00
Discount	$	5184.00
Sales Price	$	45921.00
Accessories	$	
Ford Incentives	$	0.00
Estimated Trade Value	$	0.00
Money Down	$	0.00
Subtotal	$	45921.00
Sales Tax	$	86.33
License/Transfer/Doc Fee	$	411.00
Total Amount Financed	$	46418.33

Thank you for the opportunity to earn your business.

Manager Signature ____________ **Date: 8/20/25**

Customer Signature Kei Reinke **Date: 8/20/25**

Print Name Kevin Reinke

Preview Order K951 - X1L - 4x4 XL SuperCab: Order Summary Time of Preview: 08/20/2025 09:56:21 Receipt: 8/19/2025

Dealership Name: Bird Kultgen **Sales Code :** F52457

Dealer Rep.	Michael Kinser	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	K951
Customer Name	City ofHewitt	**Priority Code**	L3	**Model Year**	2025	**Price Level**	565

DESCRIPTION	**MSRP**	**DESCRIPTION**	**MSRP**
F150 4X4 SUPERCAB XL - 145	$45560	JOB #2 ORDER	$0
145 INCH WHEELBASE	$0	FRONT LICENSE PLATE BRACKET	$0
TOTAL BASE VEHICLE	$45560	50 STATE EMISSIONS	$0
OXFORD WHITE	$0	TOW/HAUL PACKAGE	$1010
VINYL 40/20/40 FRONT SEAT	$0	.INTEGRATED TRAILER BRAKE CONT	$0
MEDIUM DARK SLATE	$0	EXTENDED RANGE 36GAL FUEL TANK	$0
EQUIPMENT GROUP 101A	$0	PRICE CONCESSION INDICATOR	$0
.XL SERIES	$0	REMARKS TRAILER	$0
.17" SILVER STEEL WHEELS	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
5.0L V8 ENGINE	$2340	SPECIAL FLEET ACCOUNT CREDIT	$0
ELEC TEN-SPEED AUTO TRANS	$0	FUEL CHARGE	$0
.265/70R 17 BSW ALL-TERRAIN	$0	NET INVOICE FLEET OPTION (B4A)	$0
3.73 ELECTRONIC LOCK RR AXLE	$0	PRICED DORA	$0
7100# GVWR PACKAGE	$0	ADVERTISING ASSESSMENT	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	DESTINATION & DELIVERY	$2195

	MSRP
TOTAL BASE AND OPTIONS	$51105
DISCOUNTS	NA
TOTAL	$51105

ORDERING FIN: QD412 **END USER FIN:** QD412

INCENTIVES — DISCOUNTS:
Acc. Code ID :10 Contract/Ref # :40-479S Bid Date :08/26/24State : TX — $-2600.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

K. Reitz

Customer Signature Date

This is not an invoice.

BIRD KULTGEN

8/20/2025

Fleet Commerical Sales
BK Ford
1701 W Loop 340
Waco, TX 76712
MKinser@Bkford.com
254-666-2473

City Of Hewitt
200 Patriot Court
Hewitt, TX 76643

Order# K952

Quote: Year, Make, Model + Adds
2025 F-150 XL Super Cab White

MSRP	$	51105.00
Discount	$	5184.00
Sales Price	$	45921.00
Accessories	$	
Ford Incentives	$	0.00
Estimated Trade Value	$	0.00
Money Down	$	0.00
Subtotal	$	45921.00
Sales Tax	$	86.33
License/Transfer/Doc Fee	$	411.00
Total Amount Financed	$	46418.33

Thank you for the opportunity to earn your business.

Manager Signature ____________ **Date: 8/20/25**

Customer Signature Kevin Reinke **Date: 8/20/25**

Print Name Kevin Reinke

HEWITT
TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: October 6, 2025

AGENDA ITEM #: 5.

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action to authorize the City Manager to renew an existing Interlocal Cooperative Agreement with the City of Waco for Regional Marketing.

STAFF RECOMMENDATION/ITEM SUMMARY:

In 2012, the City of Hewitt joined a regional marketing program initiated by the Waco Convention & Visitors Bureau. This program allowed member cities to pay a portion of their estimated hotel/motel occupancy tax receipts to the City of Waco via the agreement. In turn, the Waco Convention & Visitors Bureau promotes the city's hotels and restaurants through a website at destinationwaco.org and in various other ways.

The agreement calls for 24% of 7% of the city's annual hotel revenues for the year prior, or $15,000, whichever is higher. For FY 2025-2026, our costs will be $42,298.38.

FISCAL IMPACT:

Amount Budgeted -
Line Item in Budget - Hotel/Motel Fund

SUGGESTED MOTION:

I move to approve authorizing the City Manager to renew the existing Interlocal Cooperative Agreement with the City of Waco for Regional Marketing.

ATTACHMENTS:

1. INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL MARKETING 2025-26

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF WACO AND THE CITY OF HEWITT FOR REGIONAL MARKETING

STATE OF TEXAS §
§
COUNTY OF McLENNAN §

INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made and entered into pursuant to *Chapter 791 of the Texas Government Code* by and between the **CITY OF WACO, TEXAS ("WACO")** and the **CITY OF HEWITT, TEXAS ("HEWITT"),** Texas, home-rule municipal corporations acting by and through their authorized representatives, and hereinafter referred to jointly as "Cities".

Recitals.

WHEREAS, the Cities desire to use certain revenue received from municipal hotel occupancy tax to directly promote tourism and the convention and hotel industry; and

WHEREAS, the Cities desire to directly promote tourism by advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; and

NOW, THEREFORE, pursuant to *Chapter 351 of the Texas Tax Code* and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the Cities, and subject to each and every term and condition of this Agreement, the Cities contract, covenant and agree as follows:

1. **Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective City Councils of Waco and Hewitt to be true and correct. It is further found and determined that the City Councils of Waco and Hewitt have authorized and approved execution of this Agreement.

2. **Term of the Agreement.** The term of this agreement shall be from October 1, 2025 through September 30, 2026.

3. **Services.** The services covered by this agreement shall be performed by the City of Waco and may generally be described as regional marketing and advertising services for the City of Waco and surrounding areas.

4. **Compensation.** For services described, Cities agree to provide the differing levels of compensation as described with more particularity in **Exhibit A**.

5. **Non-Appropriation Clause.** As required by State law, and notwithstanding any other provision of this Agreement, the Cities may terminate this agreement at the end of any fiscal year in the event that that City's governing body fails to appropriate funds for the purposes of this Agreement.

6. **Force Majeure.** No Party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence beyond its reasonable control. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence. If the circumstances constituting a Force Majeure persist, and either of the Cities are unable to perform hereunder for a continuous period of thirty (30) days or more, the Party seeking performance may terminate the Agreement by giving the other Party ten (10) days' notice of its intent to terminate the Agreement. If the other Party is still unable to perform after receiving said notice, the Agreement shall terminate without the necessity of further action by either Party.

7. **No Waiver.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas of the United States.

8. **Notice.**

To the City of Waco:	Bradley Ford City Manager of Waco P.O. Box 2570 Waco, Texas 76702-2570 bradleyf@wacotx.gov Fax: (254) 750-5880
To the City of Hewitt:	Bo Thomas City Manager of Hewitt 200 Patriot Court Hewitt, Texas 76643 bthomas@cityofhewitt.com Fax: (254) 666-6014

9. **Third Party Beneficiaries.** Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

10. **Effective Date.** This Agreement shall be in full force and effect as of the date the governing bodies of Hewitt and Waco have authorized and approved this Agreement by Resolution duly adopted by each respective governing body.

11. **Entire Agreement.** This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.

12. **Partial Invalidity.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be

construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

13. **Survival:** Any provisions that by their terms survive the termination of this contract shall bind its legal representatives, heirs, and assigns as set forth herein.
14. **Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
15. **Discrimination.** No one, on the grounds of race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, genetic information, pregnancy, veteran status, or any other legally protected status under applicable federal, state, and local laws will be subject to discrimination in the performance of this agreement.
16. **Article and Section Headings.** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.
17. **Assignment.** No Party hereto may assign its rights and obligations hereunder.
18. **Benefits:** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representatives, executors, administrators, successors, and assigns.
19. **Misspelled Words:** Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.
20. **Multiple Copies.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

[Remainder of page intentionally left blank]

THE CITY OF WACO, TEXAS

ATTEST:

By: ______________________________
Bradley Ford, City Manager

____
Michelle Hicks, City Secretary

____
Date Signed

APPROVED AS TO FORM AND LEGALITY:

____
Kristen Hamilton-Karam, City Attorney

THE CITY OF HEWITT, TEXAS

By:__________________________
Bo Thomas, City Manager

Date: ________________________

ATTEST:

____
Lydia Lopez, City Secretary

[Remainder of page intentionally left blank]

EXHIBIT A

The Interlocal Cooperation Agreement is a marketing program available to those cities in McLennan County with an ordinance addressing hotel occupancy tax.

The cost to each city is based on calculating 24% of 7% of the city's annual hotel revenues for the calendar year prior, or $15,000, whichever is higher.

Revenues are obtained from reports from Source Strategies Inc., a company based in San Antonio, TX.

In return, the city's hotels and other lodging establishments are included in the following:

- Waco Visitors Guide
- Regional map
- The website at destinationwaco.org
- Convention bids, for those hotels able to contract 30+ blocks of rooms for meeting planners
- Sales and marketing meeting for hoteliers

Calculations

Hewitt Hotel Revenues, Calendar year 2024	7% of Hotel Revs.	24%	Marketing Fee	$4,000 Discount for FY 2026	Quarterly
$ 2,755,856	$192,909.92	24%	$46,298.38	$42,298.38	$10,574.59

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: October 6, 2025

AGENDA ITEM #: 6.

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and possible action on **Resolution No. 2025-08,** submitting a candidate nomination for the McLennan Central Appraisal District Board of Directors for the year 2026.

STAFF RECOMMENDATION/ITEM SUMMARY:

The voting procedures and Board of Directors eligibility requirements for service on the McLennan Central Appraisal District Board of Directors are attached for your review. The draft resolution serves as the official format for submitting nominees to the Chief Appraiser. The deadline for submitting nominees is October 15, 2025. Voting entitlements for participating entities are provided in the backup; the City of Hewitt currently holds 75 votes.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move approval of **Resolution No. 2025-08**, submitting a candidate nomination for the McLennan Central Appraisal District Board of Directors.

ATTACHMENTS:

1. BOD Eligibility & Responsibility
2. BOD Voting Procedures
3. 2026 Entity Voting Entitlements
4. 2025-08 Resolution submitting McCAD Nomination 2025

BOARD OF DIRECTORS
ELIGIBILITY & RESPONSIBILITY

Eligibility:
To be eligible to serve, a person must have resided in the appraisal district for at least two (2) years immediately preceding the date of taking office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district. A person may not be appointed if related within the second degree of consanguinity (blood) or affinity (marriage) to either an appraiser who appraises property for use in the appraisal district's appraisal review board proceedings or a tax representative who represents taxpayers for compensation before the appraisal district's appraisal review board. Owing delinquent taxes for more than 60 days after the date the person knew or should have known of the delinquency, disqualifies a person from serving on the CAD board of directors.

Term:
All directors, other than the County Tax Assessor Collector, serve a four-year term.

Meetings:
Meetings at a minimum are held at least once per calendar quarter, at the convenience of the majority of the board. Meetings are typically held on a Thursday at 9:00 a.m.

Compensation:
Directors may not receive a salary, per diem, or other compensation. The appraisal district may reimburse for reasonable and necessary expenses incurred in the performance of a director's duties if included in the appraisal district budget.

General Statement of Functions:
The board of directors has the following primary responsibilities:

- Establish the appraisal district's appraisal office.
- Adopt the appraisal district's annual operating budget.
- Adopt the appraisal district's reappraisal plan.
- Contract for necessary services.
- Hire a chief appraiser.
- Hire a taxpayer liaison officer.
- Appoint members to serve on the Appraisal Review Board.

The board's authority over appraisals is limited. The board does not appraise property or review values on individual properties. The board has no authority to officially review ARB decisions. The board does have some authority over appraisals through its duties to contract, budget, and settle litigation.

McLennan CAD Taxing Units:

In 2025, taxing units in the appraisal district that are eligible to vote will appoint two directors to the 2026 McLennan Central Appraisal District Board of Directors for a four-year term beginning January 1, 2026.

Two of the appointed directors on the MCAD Board have terms that expire on December 21, 2025. The current MCAD Board members are listed below:

Appointed Board members whose terms expire December 21, 2025:
- Ben Perry, Chairperson
- Jim Patton

Appointed Board members whose terms expire December 21, 2027:
- George Chase
- Jonathan Green
- Mildred Green

Elected Board members whose terms expire December 21, 2026:
- John Kinnaird, Secretary
- Perry Felton
- Linda Hatchel

The above directors are joined on the board by Randy Riggs, who serves as an ex officio voting member as the McLennan County Tax Assessor/Collector.

Each taxing unit is entitled to nominate, via resolution adopted by its governing body (sample enclosed), one (1) candidate for **each** of the two (2) open positions on the board of directors. The presiding officer of the governing body of each taxing unit shall submit the name and address of the unit's nominee(s) to the chief appraiser **before October 15th**. **Before October 30th**, the chief appraiser shall prepare a ballot, listing the candidates, and shall deliver a copy of said ballot to the presiding officer of each taxing unit that is entitled to vote.

Each governing body shall determine its vote, via resolution, and submit it to the chief appraiser **before December 15th**. Entities that are entitled to cast at least 5% of the total votes must determine their vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body (Midway ISD, Waco ISD, McLennan County, MCC, City of Waco). Your voting entitlement may be cast for one candidate, or it may be distributed amongst any number of candidates the governing body would like to choose. The chief appraiser shall count the votes, declare the two (2) newly elected board members who received the largest cumulative total votes, and submit those results, **before December 31st**, to each governing body.

Please mark these important dates on your calendar for the governance of the McLennan Central Appraisal District:

- Before **October 15th:** Each governing body will submit its choice of nominee names and addresses, via resolution, to the chief appraiser.
- Before **October 30th:** The chief appraiser will prepare and deliver a ballot to the presiding officer of each taxing unit.
- Before **December 15th or within 3 days of the 2nd meeting following receipt of ballot:** Each governing body will vote, via resolution, and return the ballot to the chief appraiser.
- Before **December 31st:** The chief appraiser will send the election results to each governing body, as well as to the candidates.

There is a very small window of time in which to consider this issue. Please remember to include these procedures and dates on the agenda of your next scheduled meeting, in order to plan how your taxing unit would like to prepare for and act on this matter. Your vote is extremely important to ensure the continued dedicated leadership of this board.

The voting entitlement has been determined from the preceding year (2024) supplemented tax levy.

Respectfully submitted,

Jim Halbert

Jim Halbert, RPA, CCA
Chief Appraiser

MCLENNAN CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS
ALLOWABLE VOTES BY ENTITY

TAXING UNIT	Preceding YR Tax Levy 2024	PERCENT OF TOTAL LEVY	CALCULATED 2026 TERM VOTES
TOTAL	**565,030,621**	**100%**	**5,000**
SCHOOL DISTRICTS			
AXTELL ISD	1,708,655.84	0.302401%	**15**
BOSQUEVILLE ISD	3,439,703.98	0.608764%	**30**
BRUCEVILLE-EDDY ISD	2,066,630.98	0.365756%	**18**
CHINA SPRING ISD	14,018,586.83	2.481031%	**124**
CONNALLY ISD	10,056,813.07	1.779870%	**89**
CRAWFORD ISD	3,431,317.66	0.607280%	**30**
GHOLSON ISD	638,050.84	0.112923%	**6**
HALLSBURG ISD	1,010,634.13	0.178864%	**9**
LA VEGA ISD	18,638,309.90	3.298637%	**165**
LORENA ISD	8,512,770.11	1.506603%	**75**
MART ISD	1,470,945.91	0.260330%	**13**
McGREGOR ISD	10,241,246.18	1.812512%	**91**
MIDWAY ISD	77,526,380.51	13.720740%	**686**
MOODY ISD	2,151,795.99	0.380828%	**19**
OGLESBY ISD	8,086.42	0.001431%	**0**
RIESEL ISD	4,422,789.41	0.782752%	**39**
ROBINSON ISD	9,884,053.97	1.749295%	**87**
VALLEY MILLS ISD	866,580.82	0.153369%	**8**
WACO ISD	91,500,174.46	16.193844%	**810**
WEST ISD	6,699,347.83	1.185661%	**59**
COUNTY			
McLENNAN COUNTY	93,963,740.34	16.629849%	**831**
McLENNAN COMMUNITY COLLEGE	40,532,599.61	7.173523%	**359**
CITY			
BELLMEAD, CITY OF	2,532,279.52	0.448167%	**22**
BEVERLY HILLS, CITY OF	785,599.73	0.139037%	**7**
BRUCEVILLE-EDDY, CITY OF	483,152.36	0.085509%	**4**
CRAWFORD, CITY OF	511,527.58	0.090531%	**5**
GHOLSON, CITY OF	37,154.42	0.006576%	**0**
GOLINDA, CITY OF	41,297.65	0.007309%	**0**
HALLSBURG, CITY OF	24,124.10	0.004270%	**0**
HEWITT, CITY OF	8,458,696.63	1.497033%	**75**
LACY-LAKEVIEW, CITY OF	3,227,914.38	0.571281%	**29**
LEROY, CITY OF	27,340.94	0.004839%	**0**
LORENA, CITY OF	1,101,681.31	0.194977%	**10**
MART, CITY OF	611,300.15	0.108189%	**5**
McGREGOR, CITY OF	4,722,626.91	0.835818%	**42**
MOODY, CITY OF	499,999.72	0.088491%	**4**
RIESEL, CITY OF	265,619.60	0.047010%	**2**
ROBINSON, CITY OF	6,973,450.94	1.234172%	**62**
VALLEY MILLS, CITY OF	10,886.58	0.001927%	**0**
WACO, CITY OF	122,933,836.58	21.757022%	**1,088**
WEST, CITY OF	2,026,118.32	0.358586%	**18**
WOODWAY, CITY OF	6,966,798.51	1.232995%	**62**

CITY OF HEWITT
RESOLUTION NO. 2025-08

RESOLUTION OF CANDIDATE NOMINATIONS FOR THE McLENNAN CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE YEAR 2025.

WHEREAS, Section 6.03 (g) of the Texas Property Tax Code requires that each taxing unit entitled to vote may nominate by resolution one candidate for each of the five positions to be filled and submit those nominations to the Chief Appraiser of the McLennan Central Appraisal District before October 15, 2025.

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

That the Hewitt City Council submits the following nomination(s) for the Board of Directors of the McLennan Central Appraisal District for 2026:

____

ACTION TAKEN this 6th day of October 2025, in Regular Session of the governing body of the above-mentioned taxing unit, as authorized under Section 6.03 of the Texas Property Tax Code, to nominate candidates to the Board of Directors of the McLennan Central Appraisal District.

CITY OF HEWITT

____
Steve Fortenberry, Mayor

ATTEST:

____
Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
Michael W. Dixon, City Attorney

HEWITT
TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: October 6, 2025

AGENDA ITEM #: 7.

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Discussion and possible action on **Resolution No. 2025-09** approving the financing terms with Cogent Bank for a term of four (4) years at 3.5% for the financing of various vehicles and equipment.

STAFF RECOMMENDATION/ITEM SUMMARY:

The city published a bid notice twice in the Waco Tribune Herald newspaper on September 20th and 27th, 2025, for financing in the amount of $420,000 for three (3) Police Vehicles, a Dispatch Console, and a Short-term Kennel for the Police Department, a 1/2 Ton Pickup for Community Development, a F450 with a Dump Bed for the Street Department and a Gravely Mower for parks. Emails were sent on September 19th and 26th to 14 potential bidders. Two bids were received by September 29, 2025, at 11:00 A.M. Staff recommends approving the lowest bid, which is from Cogent Bank, for a term of four (4) years at 3.5%.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move approval of **Resolution No. 2025-09** accepting the bid from Cogent Bank for a term of four (4) years at a rate of 3.5% for the financing of various vehicles and equipment.

ATTACHMENTS:

1. Financing Proposal-Cogent
2. 2025-09 Financing - Cogent

Cogent Leasing and Financing, Inc.
420 S Orange Ave., Suite 850
Orlando, FL 32801
Phone: (410) 409-7579
Email: mhorkey@cogentbank.net

September 26, 2025

Ms. Lee H. Garcia, CPA, CGFO
Finance Director
City of Hewitt
200 Patriot Court
Hewitt, TX 76643

Via Email: financedirector@cityofhewitt.com

RE: Tax-Exempt Financing Proposal for New Equipment

Dear Ms. Garcia:

Cogent Bank is pleased to present this proposal for tax-exempt lease financing to the City in connection with purchase of a new fire truck

Lessee:	City of Hewitt, Texas
Lessor:	Cogent Bank
Type of Financing:	Tax-exempt lease financing. The Lease will constitute a "state or local bond" with the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended.
Net Obligation:	The lease shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Payments due under the lease agreement shall be based on the annual appropriation of funds during each year of the lease.
Equipment:	3 new police vehicles, a dispatch console, short-term kennel F150, a F450 with a Dump Bed and a Gravely Mower.
Total Equipment Cost:	$420,000.00 (+/- 10%)
Total Lease Amount:	$420,000.00 (+/- 10%)
Lease Terms:	Either 3, 4 or 5 year Lease Term options
Lease Rates:	3 Year: 3.49% 4 Year: 3.50% 5 Year: 3.51%
Rental Payments:	Please refer to Exhibits A, B and C - Sample Amortization Schedules
Anticipated Closing Date:	On or before October 30, 2025

Rate Lock:	The indicated Lease Rate will be fixed until October 30, 2025. If, for any reason, the Lease is not closed by October 30, 2025, the Lessor may adjust the Lease Rate to reflect then current market conditions.
Pre-Payment Premium:	No-call throughout the duration of the Lease.
Tax Status:	Lessee will designate the lease as a qualified obligation (Bank Qualified), stating that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during the 2025 calendar year will not exceed ten million dollars ($10,000,000). The interest portion of the rental payments under the lease will be excludable from the gross income of Lessor for federal income taxation purposes. Upon a determination that the interest component of the rental payments under the lease is includable in gross income of Lessor for federal income tax purposes, the interest rate on the lease will increase to a rate sufficient to restore Lessor to its after-tax yield from and after the date such interest became includable in Lessor's gross income, and taking into account all penalties, fines, interest and additions to tax.
Reimbursement:	If Lessee intends to be reimbursed for any Equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced and must qualify under Treasury Regulation Section 1.150.2.
Escrow Funding:	Proceeds of the Lease may be deposited with Cogent Bank. Payments to vendors will be made directly out of the escrow account upon the delivery to and acceptance of the Equipment by the Lessee. Lessor will maintain a security interest in the Escrow account.
Additional Fees:	$500.00 to be remitted by Lessee to Lessor on the Lease Closing Date.
Authorization:	Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.
Legal Title:	Title to the Equipment will be in the name of the Lessee, subject to Lessor's interests under the lease agreement.
Legal Opinion(s):	Lessee's counsel shall furnish Lessor with an opinion with respect to Lessee's obligations under the lease documents described herein. This opinion shall be in a form and substance satisfactory to Lessor.
Documentation:	Lease documentation will be furnished by Lessee subject to Lessor's review and approval. The documentation for the Lease will contain covenants, representations and warranties usual and customary for transactions of this type and others appropriate to the transaction. All documentation to be executed in connection herewith shall be in satisfactory form and substance to Lessor.

Insurance: Lessee shall furnish of (a) all risk physical damage insurance coverage for the full replacement cost of the Equipment, (b) $1 million combined single limit liability insurance. Lessor shall be named as loss payee on casualty insurance and additional insured on liability insurance.

Financial Statements: Lessee shall provide to Lessor financial statements for at least the last three consecutive years of financial information, as well as a current budget, demographics, and proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue the lease agreement as may be reasonably requested by Lessor.

Assignment: Lessor may sell, assign or encumber all or any part of its right title and interest in any potion or all of the lease agreement including, without limitation, an assignment, transfer or conveyance to a trustee as part of a multiple asset pool to a partnership or trust or similar transaction; provided, however, in no event shall the Lessor assign such interests as a public offering. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws. The lease agreement may be offered and sold solely to one or more persons who are reasonably believed to be qualified institutional buyers or accredited investors.

Disclosure: Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and does not provide financial or tax advice.

Proposal Expiration: Lessee must notify Lessor that the Lessor is the apparent winner of the bid by October 7, 2025, otherwise this Proposal shall expire unless extended, in writing, by Lessor.

Credit Due Diligence: In order for Lessor's credit administration group to expedite its review of this transaction, lessor will require the following information:

- 3 most recent years of audited financial statements
- Related invoices, purchase orders and / or vendor quotes
- Municipal Loan Application
- Documentation referenced throughout the RFP and this Proposal

Additional information may be requested during the underwriting process.

This Proposal is a summary regarding the financing transaction on the general terms and conditions outlined herein. This Proposal is not intended to and does not create any binding legal obligation on the part of either party. Credit, legal and investment approval have not yet been obtained for the amount or other aspects of the proposed financing, and after obtaining the same, any commitment will be subject to the negotiation, execution and delivery of final legal documentation acceptable to all parties and their counsel.

Lessor may change the terms or cease future consideration of the financing at any time without liability to Lessee. In any event, the terms and conditions of this Proposal, shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this proposed transaction.

This Proposal does not purport to summarize all of the terms and conditions upon which the lease is to be based, which terms and conditions would be contained fully in final documentation and indicates only the principal term and conditions under which the transaction will be considered.

--Signature Page Follows--

It is a pleasure to offer this financing proposal to the City. We hope that our genuine excitement regarding the opportunity shines through in our response. And as always, please don't hesitate to reach out with any questions.

Very truly yours,

Michael J. Horkey

Michael J. Horkey
Senior Vice President

Agreed to and Accepted by:
City of Hewitt, Texas

By: ____

Name: ____

Title: ____

Date: ____

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Exhibit A
Sample 3 Year Amortization Schedule
Annual Payments

Amortization Report 09/29/2025 12:53 PM						
Compounding Period:		Annual				
Nominal Annual Rate:		3.49%				
Cash Flow Data - Loans and Payments						
	Event	**Date**	**Amount**	**Number**	**Period**	**End Date**
1	Loan	10/30/2025	420,000.00	1		
2	Payment	10/30/2026	149,883.72	3	Annual	10/30/2028

TValue Amortization Schedule - Normal, 30E3/360					
	Date	**Payment**	**Interest**	**Principal**	**Balance**
Loan	10/30/2025				420,000.00
1	10/30/2026	149,883.72	14,658.00	135,225.72	284,774.28
2	10/30/2027	149,883.72	9,938.62	139,945.10	144,829.18
3	10/30/2028	149,883.72	5,054.54	144,829.18	0.00
Grand Totals		**449,651.16**	**29,651.16**	**420,000.00**	

Exhibit B
Sample 4 Year Amortization Schedule
Annual Payments

Amortization Report 09/29/2025 12:56 PM						
Compounding Period:		Annual				
Nominal Annual Rate:		3.50%				
Cash Flow Data - Loans and Payments						
	Event	**Date**	**Amount**	**Number**	**Period**	**End Date**
1	Loan	10/30/2025	420,000.00	1		
2	Payment	10/30/2026	114,345.48	4	Annual	10/30/2029

TValue Amortization Schedule - Normal, 30E3/360					
	Date	**Payment**	**Interest**	**Principal**	**Balance**
Loan	10/30/2025				420,000.00
1	10/30/2026	114,345.48	14,700.00	99,645.48	320,354.52
2	10/30/2027	114,345.48	11,212.41	103,133.07	217,221.45
3	10/30/2028	114,345.48	7,602.75	106,742.73	110,478.72
4	10/30/2029	114,345.48	3,866.76	110,478.72	0.00
Grand Totals		**457,381.92**	**37,381.92**	**420,000.00**	

Exhibit C
Sample 5 Year Amortization Schedule
Annual Payments

Amortization Report 09/29/2025 12:57 PM						
Compounding Period:		Annual				
Nominal Annual Rate:		3.51%				
Cash Flow Data - Loans and Payments						
	Event	**Date**	**Amount**	**Number**	**Period**	**End Date**
1	Loan	10/30/2025	420,000.00	1		
2	Payment	10/30/2026	93,048.52	5	Annual	10/30/2030
TValue Amortization Schedule - Normal, 30E3/360						
	Date	**Payment**	**Interest**	**Principal**	**Balance**	
Loan	10/30/2025				420,000.00	
1	10/30/2026	93,048.52	14,742.00	78,306.52	341,693.48	
2	10/30/2027	93,048.52	11,993.44	81,055.08	260,638.40	
3	10/30/2028	93,048.52	9,148.41	83,900.11	176,738.29	
4	10/30/2029	93,048.52	6,203.51	86,845.01	89,893.28	
5	10/30/2030	93,048.52	3,155.24	89,893.28	0.00	
Grand Totals		**465,242.60**	**45,242.60**	**420,000.00**		
Last interest amount decreased by 0.01 due to rounding.						

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RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TX, APPROVING THE FINANCING TERMS OF COGENT BANK FOR A TERM OF FOUR (4) YEARS AT 3.5% FOR THE FINANCING OF VARIOUS VEHICLES AND EQUIPMENT

WHEREAS: The City of Hewitt, Texas ("Borrower") has previously determined to undertake a project for the financing of various vehicles and equipment (the "Project"), and the finance officer (the "Finance Officer") has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Cogent Bank ("Lender") in accordance with the proposal dated September 26, 2025. The amount financed will not exceed $420,000.00, the annual interest rate (in the absence of default or change in tax status) will not exceed 3.5%, and the financing term will not exceed 4 years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") will be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such modifications will not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents will be in their final form as approved by the Finance Officer. The Finance Officer's release of any Financing Document for delivery constitutes conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower will not take or omit to take any action the taking or omission of which will cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs, may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved, and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution will take effect immediately.

Approved this 6th day of October, 2025.

CITY OF HEWITT, TX

____
Steve Fortenberry, Mayor

ATTEST:

____
Lyia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
Michael W. Dixon, City Attorney