

# HEWITT TEXAS

## CITY COUNCIL WORKSHOP/REGULAR MEETING

April 6, 2026, at 6:00 PM

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

### AGENDA

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**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](http://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 via video conference. Should that occur, a quorum of 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 a 2026 Water Conservation and Drought Contingency Plan Update.
2. Briefing and discussion concerning the City of Hewitt's Strategic Plan 2026-2031.  
Utility Department, Police Department, and Fire Department

#### 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 March 16, 2026, City Council Workshop/Regular Meeting.
4. Presentation of the City Engineer's Report by City Engineer Miles Whitney, P.E.
  - Update on pending utility projects.
  - Update on pending street projects.
  - Update on pending drainage projects.
5. Discussion and possible action on reappointment(s) to the Board of Adjustment.
6. Discussion and possible action on the bid award to purchase 2026 - Plant No. 1; Emergency Standby Generator.
7. Discussion and possible action on the appointment of Dick Kettler as Hewitt's Associate Municipal Court Judge.
8. Discussion and possible action on the 2026 Interlocal Agreement for Household Hazardous Waste Collection with the City of Waco.
9. Discussion and possible action to approve **Resolution No. 2026-01** adopting the amended Employee Policies and Procedures Manual.
10. Discussion and possible action on **Resolution No. 2026-02** authorizing the Police Chief to submit a grant application from the Motor Vehicle Crime Prevention Authority (MVCPA) Grant Program — SB 224 Catalytic Converter Grant Program.
11. Discussion and possible action on **Resolution No. 2026-03** selecting an elected official of Hewitt as the City's nominee for service as a member of the governing body of the McLennan County Rural Transit District.
12. Request for future workshops and/or agenda items.

## RECESS REGULAR MEETING TO CONVENE EXECUTIVE SESSION.

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

## RECONVENE REGULAR MEETING

## ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on **March 31, 2026**, 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 persons attending and/or participating in City Council meetings. The facility is wheelchair accessible, with accessible parking 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

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**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 1.

**SUBMITTED BY:** Kevin Reinke, Utilities Director

**ITEM DESCRIPTION:**

Briefing and discussion concerning a 2026 Water Conservation and Drought Contingency Plan Update.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

In 2021, the City of Hewitt Council adopted the Water Conservation and Drought Contingency Plan. Every five years, we are required by the Texas Water Development Board to update and submit our plan. Attached is the proposed 2026 Water Conservation and Drought Contingency Plan.

This is an opportunity for the Council to ask any questions or make comments. An ordinance approving the updated Plan will be submitted for Council action at the April 20th Council meeting.

**FISCAL IMPACT:**

Amount Budgeted - N/A

Line Item in Budget - N/A

**SUGGESTED MOTION:**

No action is required.

**ATTACHMENTS:**

1. 2026 CONSERVATION- DROUGHT

# City of Hewitt



**2026**

## **Water Conservation Plan**

**A - 2026 Water Conservation Plan**

**B - 2026 Drought Contingency Plan**



A



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The City of Hewitt Water Conservation Plan is intended to enable the city to meet or exceed its own water conservation goals, including: quantified 5- and 10-year GPCD targets and in general, reduce consumption, loss, waste and peak demand while improving water use efficiency and extending the life of the water supply and system.

**CITY OF HEWITT WATER CONSERVATION PLAN**

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**Appendix A** – City of Hewitt Ordinance No. 2014XXX

**Appendix B** – Copy of Transmittal Letter to Brazos G Regional Planning Group



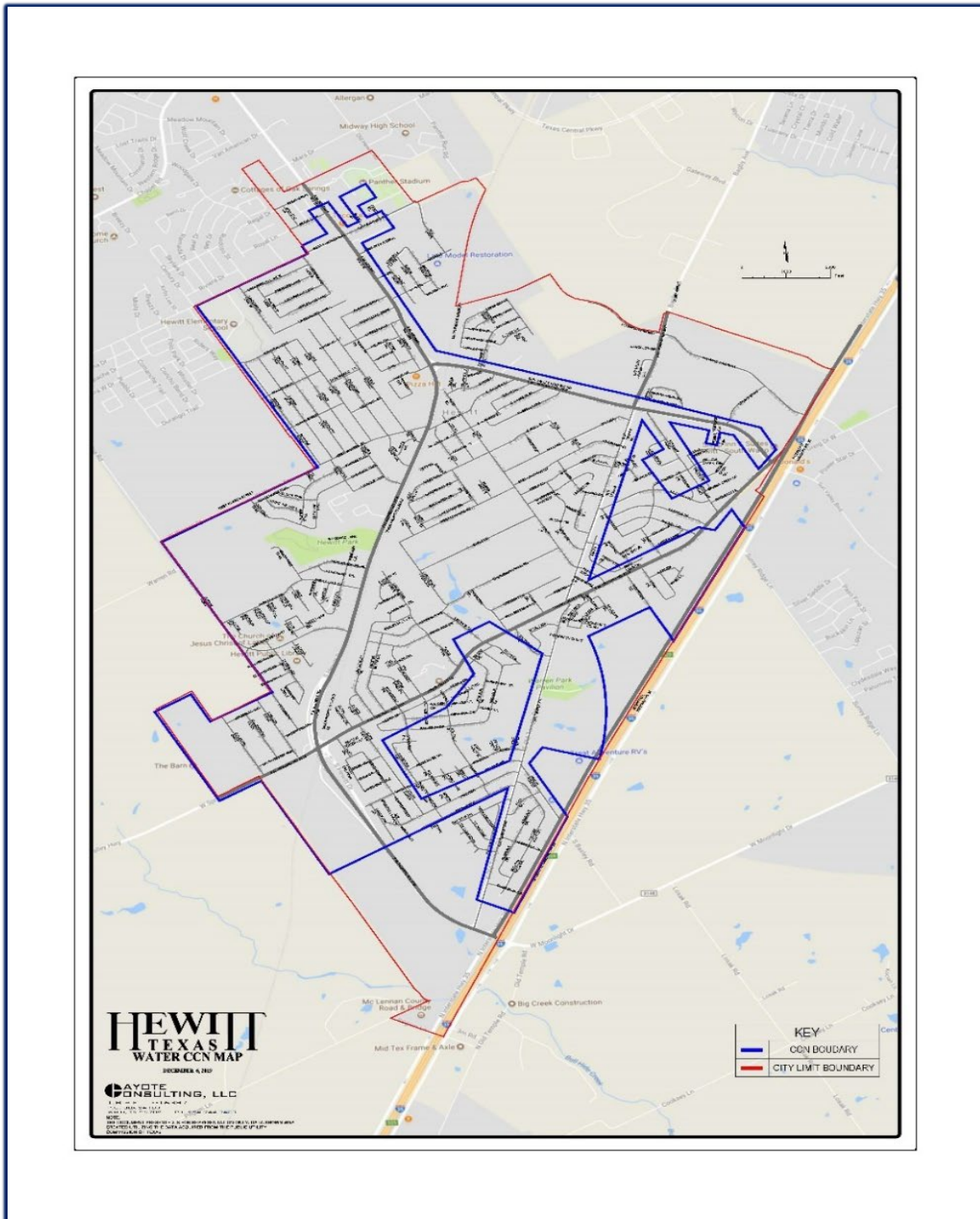
## INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development in Region G have led to growing demands for water. The city recognizes the value of the city's water supply resources; efforts to avoid water loss and to conserve using reasonable and cost-effective measures are proposed in the plan. A complete evaluation of the city's water system and customer use characteristics is provided in the water conservation utility profile. The city's water conservation plan has a five-year planning horizon. The conservation measures and initiatives of the city are proposed for achieving the future conservation goals and water use targets. Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The City of Hewitt has prepared and adopted this Water Conservation and Drought Contingency Plan pursuant to TAC Title 30, Part 1, Chapter 288. The objectives of the water conservation plan are:

- To reduce water consumption
- To reduce the loss and waste of water
- To reduce summertime peak demand
- To improve efficiency in the use of water
- To extend the life of current water supplies

# POPULATION AND SERVICE AREA DATA

SERVICE AREA SIZE (IN SQUARE MILES): **7.3**



CONVENIENCE AND NECESSITY (CCN).



**Texas Commission On  
Environmental Quality**

**By These Presents Be It Known To All That  
City of Hewitt**

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

**Certificate of Convenience and Necessity No. 10038**

to provide continuous and adequate water utility service to that service area or those service areas in McLennan County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 36717-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of City of Hewitt to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this **September 14, 2012**

  
For the Commission

## UTILITY PROFILE

### RETAIL POPULATION AND PROJECTED DATA

CURRENT RETAIL POPULATION SERVED FOR WATER: **17,058**      WASTEWATERS: **17,058**

#### HISTORICAL RETAIL POPULATION

Year	Population
2025	17,058
2024	16,900
2023	16,350
2022	16,072
2021	15,978

#### PROJECTED RETAIL POPULATION

Year	Population
2030	17,500
2040	17,955
2050	18,421
2060	18,999
2070	19,390

#### PROJECTED YEARLY PROJECTED POPULATIONS & DEMANDS

Year	Population	Water Demand (Gallons)
2027	17,100	660,000,000
2028	17,200	666,100,000
2029	17,350	672,760,000
2030	17,500	672,766,000
2031	17,700	679,493,000
2032	17,850	686,000,000
2033	18,000	692,000,000
2034	18,100	699,000,000
2035	18,200	706,000,000
2036	18,300	712,000,000

*It is anticipated that the population growth of this community, located along IH-35 and adjacent to the City of Waco, will continue to be significant for the long-term future. The average projected annual population growth rate developed by the TWDB from 2020-2070 is 2.6%. Prudent planning for future use on a conservative basis will be essential to ensure that the City of Hewitt does not have a shortfall in its water supplies for the future. Based on historical population numbers from the City of Hewitt and projected populations from the State Water Plan, Hewitt's Population within the city water service area has been charted above. To better estimate the total true population the City of Hewitt should expect to serve, the State Water Plan's predicted growth rate for the City of Hewitt has been applied to the population currently served by City water and is represented in the table above.*

## WATER SOURCES AND SUPPLY DATA

### CURRENT WATER SUPPLY SOURCES AND THE AMOUNTS AUTHORIZED (IN ACRE FEET) WITH EACH.

Water Type	Source	Amount Authorized
Surface Water	City of Waco	1,960.000
	City of Lorena	273.1313
Groundwater	Hosston Branch of Trinity Aquifer	1,841.3175
Other	N/A	N/A

### TREATMENT AND DISTRIBUTION SYSTEM

DESIGN DAILY CAPACITY OF SYSTEM (MGD): 6.174

STORAGE CAPACITY (MGD): 7.45

ELEVATED (MGD): 1.85

GROUND (MGD): 5.6

IF SURFACE WATER, DO YOU RECYCLE FILTER BACKWASH TO THE HEAD OF THE PLANT?

YES  NO IF YES, APPROXIMATE AMOUNT (MGD): N/A

### HISTORICAL SYSTEM INPUT

Year	Self-Supplied In Gallons	Imported In Gallons	Total System Input	Exported In Gallons	Total GPCD
2025	517,575,879	104,354,000	621,929,879	0	97
2024	477,896,970	126,192,965	604,089,935	0	87
2023	457,006,122	180,720,000	637,726,122	0	92
2022	491,743,000	142,963,000	633,988,000	0	99
2021	437,743,000	77,404,810	515,147,810	0	82
Historic Average	5Yr. 411,433,560	126,326,955	602,576,349	0	91

*Historical water use data reflects treated water, determined from master meters at the point where treated water enters the distribution system.*

## CUSTOMER DATA

### CURRENT NUMBER OF ACTIVE CONNECTIONS

RESIDENTIAL  COMMERCIAL

YR 2025	Metered	Non-Metered	Totals
Single-Family	5460	0	5460
Multi-Family	342	0	342
Commercial	341	0	341
Industrial/Mining	0	0	0
Institutional	55	0	55
Agriculture	0	0	0
Other/Wholesale	0	0	0

### NUMBER OF NEW CONNECTIONS PER YEAR FOR MOST RECENT THREE YEARS.

Year	2025	2024	2023
<b>Treated Water Users</b>			
Single-Family/ multi-family	43	36	80
Commercial	9	7	31

### FIVE HIGHEST VOLUME ANNUAL WATER USE CUSTOMERS.

Customer	Use (1,000 gal/year)	Treated or Raw Water
The Icon of Hewitt	6,900,000	Treated
Engel Brookside Apartments	4,037,980	Treated
White Water Express Car Wash	2,700,000	Treated
New Era Apartments	3,800,082	Treated
Midway ISD	5,000,000	Treated

# WATER USE SERVICE AREA DATA

AMOUNT FOR THE PREVIOUS FIVE YEARS

THIS IS  DIVERTED  TREATED WATER.

Year	2025	2024	2023	2022	2021
<i>Month</i>					
January	41,945,000	35,518,000	35,717,000	35,524,000	26,664,000
February	33,170,000	32,513,000	31,513,000	31,519,000	28,800,000
March	45,894,000	38,436,000	39,531,000	39,059,000	38,230,000
April	47,933,000	39,473,000	40,127,000	47,150,000	44,494,000
May	49,397,000	38,226,000	44,313,000	52,355,000	36,895,000
June	51,373,000	48,950,000	57,634,000	71,235,000	48,237,000
July	58,084,000	70,817,000	82,685,000	85,486,000	50,042,000
August	67,432,000	79,503,000	90,985,000	74,575,000	61,695,000
September	59,543,000	61,975,000	66,286,000	62,075,000	65,557,000
October	63,128,000	68,583,000	54,419,000	60,716,000	46,669,000
November	45,347,000	45,859,000	37,637,000	36,899,000	34,747,000
December	39,660,000	38,872,000	37,733,000	37,250,000	31,963,000
Totals	602,966,000	598,680,000	618,586,000	633,988,200	514,993,000

*The above figures were determined (e.g., from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).*

## **\*METERED AT WELL HEAD**

*Raw water diversions are metered, calculated, and tracked at least daily as part of the treatment process, control, and reporting. A spreadsheet of water use is updated on a daily basis.*

WATER DELIVERED/SOLD AND RECORDED BY ACCOUNT TYPES FOR THE PAST FIVE YEARS.

Year	2025	2024	2023	2022	2021
<b>Account Types</b>					
Single-Family/multi-family	402,731,900	481,660,200	514,081,700	517,704,800	418,818,500
Commercial	87,956,400	60,269,800	53,916,100	46,410,000	44,047,700
Industrial/Mining	0	0	0	0	0
Institutional	33,468,000	18,563,100	24,842,400	22,645,600	21,602,000
Agriculture	0	0	0	0	0
Other/Wholesale	0	0	0	0	0

PREVIOUS RECORDS FOR WATER LOSS FOR THE PAST FIVE YEARS (THE DIFFERENCE BETWEEN WATER DIVERTED OR TREATED AND WATER DELIVERED OR SOLD).

Year	Amount (gallons)	Percent %
2025	18,663,348	1
2024	35,974,932	6
2023	37,709,921	6
2022	42,158,397	6
2021	29,468,439	5

WATER SUPPLY SYSTEM DATA

QUANTIFIED 5-YEAR AND 10-YEAR GOALS FOR WATER SAVINGS

	Historic 5-year Average	Baseline	5-year goal for year 2026	10-year goal for year 2031
<b>Total GPCD</b>	93	99	105	106
<b>Residential GPCD</b>	72	99	90	91
<b>Water Loss GPCD</b>	8	16	9	9

Notes: Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

## REGIONAL WATER PLAN-POPULATION PROJECTIONS

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**AVERAGE 2.6 CUSTOMERS PER CONNECTION UNIT. POPULATION GROWTH PROJECTION BY 2.6%**

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Entity Id	WUGName	Region	County	2020	2030	2040	2050	2060	2070
566	County-Other, McLennan	G	McLennan	9,914	8,377	7,334	6,003	4,688	3,404
County-Other, McLennan Total Population				9,914	8,377	7,334	6,003	4,688	3,404
935	Hewitt	G	McLennan	17,373	19,949	22,225	24,514	26,795	29,034
Hewitt Total Population				17,373	19,949	22,225	24,514	26,795	29,034
6415	McLennan County WCID 2	G	McLennan	1,762	1,902	2,025	2,149	2,273	2,395
McLennan County WCID 2 Total Population				1,762	1,902	2,025	2,149	2,273	2,395

*Projected water supply demands from the Regional Water Planning Group for the next ten years plus. Population trends, historical water use, and economic growth in the service area over the next ten years plus and any additional water supply requirements from such growth.*

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### 2021 Regional Water Plan - Population Projections for 2020-2070 Municipal Water User Group Summary

## WATER CONSERVATION PLAN

### IMPLEMENTATION

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- Metering and measuring the amount of raw water pumped will continue as an essential part of the City's treatment process control and reporting requirements. Metering device(s) will be tested and calibrated within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;
- Increased water accounting, including a record management system of monthly production, meter consumption, and water losses that is desegregated by the customer class;
- The plan includes a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement. The meter replacement program will be maintained, testing/replacing meters once they reach 2.5 million gallons of consumption. Accuracy of meters and fail rates will be continually monitored and appropriate adjustments made to the replacement program;
- Annual water audits to determine water loss will continue to be conducted. The city will work towards reducing water loss by continued repairs and preplacement of aged distribution mains. The city will continue maintaining accurate records of leaks, repairs, flushing, construction and firefighting;
- Leaking water lines will continue to be repaired or replaced as quickly as is possible. On-call, after-hours crews will continue responding to leaks at all hours;
- The city will continue efforts to inform and educate the public on water conservation issues. In addition to year-round efforts, each year, as the high-use season of summer approaches, these efforts will be increased and expanded. Just prior to and during the summer months, the city will encourage the conservation of water through media, mail-outs and other avenues;
- The current non-promotional, inclining block rate will continue to be the rate structure for the City of Hewitt. The rate structure will be evaluated on an ongoing basis and considerations for adjustments will be made as appropriate.
- Continued compliance with the State's plumbing code requirements and the City's use of the International Plumbing Code

## RECORD MANAGEMENT SYSTEM

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### METHOD FOR TRACKING IMPLEMENTATION AND EFFECTIVENESS

Overall progress toward conservation goals of reducing consumption, loss, waste and peak demand and improving efficiency of usage will be evaluated annually when the water conservation annual report is completed. The following methods will be used to evaluate individual portions of the plan:

- Records regarding meter replacement will be maintained and examined annually. Failure rates, along with “re-read” work orders (orders to re-read a meter are automatically generated whenever there is a high or low discrepancy outside normal variance), leaks and meter model/make will be compared in order to evaluate the replacement cycle.
- Water loss accounting will be evaluated by periodically examining multi-year loss trends, with the specific goal of identifying any discrepancies or variances and determining the cause.
- Leak detection and repair will be evaluated annually by examining comprehensive records showing number of leaks, locations, time before repair, estimated loss of water through leak, estimated loss of water through flushing. This information will be compared to water loss information for the same time period.
- Public information and education efforts will be evaluated by documenting actions, such as: number of press releases issued, number of stories written or produced, number of interviews given, number of bill inserts sent, number of presentations given and number and location of advertisements placed. This information will then be evaluated with consumption during the same time period and compared against data from previous years.
- The city’s water rate structure will continue to be evaluated by examining consumption trends. Records will be kept on consumption for each rate class. This information will be compared, along with cost-of-service considerations, with historic trends and adjustments will be made to the rate structure as appropriate.
- The Plan will be reviewed and updated, as appropriate, based on an assessment of previous five-year targets and any other new or updated information.

NON-PROMOTIONAL WATER RATE STRUCTURE: EFFECTIVE 12/1/2025

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Hewitt’s conservation water rate is an increasing block rate, which increases as the quantity used increases. Prices per thousand gallons increase at specific “tiers” in consumption. Each tier of the rate structure is designed to send a price signal to the consumers as their discretionary consumption of water increases.

<b>Residential, Commercial, Institutional, and Builders- Base Rate 1<sup>st</sup> 3;000 Gal</b>	
<b>5/8"</b>	<b>\$32.75</b>
<b>1"</b>	<b>\$73.75</b>
<b>1.5 – 2"</b>	<b>\$220.75</b>
<b>3" – 4"</b>	<b>\$441.00</b>
<b>6"</b>	<b>\$661.50</b>
<b>Volume Rate- Per 1,000 Gal</b>	
<b>3,001 – 7,000 Gal</b>	<b>\$5.75</b>
<b>7,001 – 12,000 Gal</b>	<b>\$6.40</b>
<b>12,001 + Gal</b>	<b>\$6.85</b>

## CONSERVATION MEASURES AND QUANTIFICATION OF POTENTIAL SAVINGS

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The water usage reduction goals from 97 GPCD to 95 GPCD by the year 2031 and to maintain this level based on the City's conservation efforts. These efforts are described generally in the Plan. The quantity of savings can be estimated by identifying an appropriate water saving in GPCD based on guidance information and historical data. As part of the City's water management efforts further quantification with respect to the City's conservation applications and results will be documented to support future adjustments to the conservation goals

## WHOLESALE WATER CONTRACT PROVISIONS:

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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.

## COORDINATION WITH REGIONAL WATER PLANNING GROUPS

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The service area of the City of Hewitt Water Utility is located within the Brazos G Water Planning Group. The City of Hewitt Water Utility will provide a copy of this Plan to the Brazos G Water Planning Group upon approval by City Council.

## AGRICULTURAL WATER USE

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Agricultural use is for golf course and sports field irrigation, not for irrigation in the production of crops, so no production process is applicable to the City of Hewitt's Plan.

## IMPLEMENTATION AND ENFORCEMENT

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Upon the completion and review of the Water Conservation Plan, the City Council will be asked to approve the Plan by ordinance.



**YEAR-ROUND CONSERVATION MEASURES**

All landscape irrigation is prohibited from **9:00 A.M.** to **6:00 P.M.** Handheld watering is still allowed.

Water waste/Runoff: Runoff of more than 10 feet from the edge of the property will be considered water waste.

All landscape and other outdoor water usage at each service address shall be limited to the scheduled days listed below, based on the last digit in the meter service address or the type of connection; however, landscape and outdoor water usage is prohibited from **9:00 A.M.** to **6:00 P.M.**

**Last Digit Address Residential:**

**Allowed Landscape Water Days**

**Odd**

**Sunday, Tuesday and Friday**

**Even**

**Monday, Wednesday and Saturday**

**All Non-Residential**

**Monday and Friday**

**THURSDAY- NO WATERING STORAGE RECOVERY DAY**

### Water Utility Contact Information

<b>Name of Water Supplier:</b>	City of Hewitt	
<b>Address:</b>	103 N Hewitt Dr. / PO Box 219 Hewitt, TX 76643	
<b>Telephone Number:</b>	(254)666-3151	Fax: (254) 666-3741
<b>Water Right No.(s):</b>	1550031	
<b>Regional Water Planning Group:</b>	Brazos G Regional Planning Group	
<b>Water Conservation Coordinator (or person responsible for implementing conservation program):</b>	Tocara Keaton	Phone: (254) 666-3151 ext. 262
<b>Form Completed by:</b>	Tocara Keaton	
<b>Title:</b>	Water Conservation Coordinator	
<b>Signature:</b>	Tocara Keaton	Date:

# APPENDIX A

CITY OF HEWITT ORDINANCE No. 2021 XXX

## APPENDIX B

### Copy of Transmittal Letter to Brazos G Regional Planning Group



City of Hewitt  
Utility Services  
P.O. Box 219  
Hewitt, TX 76643  
(254) 666-3151

Utility Director: Kevin Reinke

April 2026

Wayne Wilson, Chair – Brazos G R WPG

C/O

Pamela Hennemann via (pamela.hanneman@brazos.org)

Brazos River Authority

P.O. Box 7555

Waco, Texas 76714

**RE: City of Hewitt Water Conservation Plan for Region G Planning Group**

Dear Wayne,

On April 2026 the City of Hewitt has adopted our Water Conservation 5-year Plan and updated Drought Contingency Plan.

This plan is consistent with the water supply planning in Region G and meets the standards for water conservation planning in Tac, Chapter 28.

Attached you will find a copy of the amended Water Conservation and Drought Contingency Plan.

If any additional information is needed for the Planning Group, please contact the following individuals.

Utilities Director: Kevin Reinke

(254) 666-3151 Ext 285

Email: [kreinke@cityofhewitt.com](mailto:kreinke@cityofhewitt.com)

Water Conservation Coordinator: Toccara Keaton

(254) 666-3151 Ext 261

Email: [tkeaton@cityofhewitt.com](mailto:tkeaton@cityofhewitt.com)

Sincerely,

City Of Hewitt Water Department



**B**



# City of Hewitt

## 2026

### Drought Contingency Plan

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**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**

SECTION I: DECLARATION OF POLICY, PURPOSE, AND INTENT.....1

SECTION II: PUBLIC INVOLVEMENT.....1

SECTION III: PUBLIC EDUCATION AND NOTIFICATION .....1

SECTION IV: WHOLESALE CONTRACT PROVISIONS .....2

SECTION V: COORDINATION WITH REGIONAL WATER PLANNING GROUPS .....2

SECTION VI: AUTHORIZATION .....2

SECTION VII: APPLICATION .....2

SECTION VIII: DEFINITIONS .....2

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SECTION X: CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES .....4

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- Stage 1 Responses .....5
- Stage 1 Goal .....6
- Stage 2 Triggers–MODERATE Water Shortage .....6
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- Stage 2 Goal .....8
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Appendix A – City of Hewitt Ordinance No. 2021 – xx

## **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](http://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

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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

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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 457 msl (at which the reservoir is at about 80% 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.

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

**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**

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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**

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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**

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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.

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 3.

**SUBMITTED BY:**

**ITEM DESCRIPTION:**

Approve minutes of the March 16, 2026, City Council Workshop/Regular Meeting.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Attached are 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. March 16, 2026 City Council Workshop- Regular Meeting Minutes

# HEWITT TEXAS

## CITY COUNCIL WORKSHOP/REGULAR MEETING

March 16, 2026, at 6:00 PM

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

### MINUTES

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**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 of the FY 2024-2025 audit report by Chris Pruitt, Partner with Pattillo, Brown & Hill, LLP.  
*Chris Pruitt, Partner with Pattillo, Brown & Hill, LLP, presented the FY 2024-2025 Annual Comprehensive Financial Report (ACFR). He stated that the City has received an unmodified ("clean") opinion. He noted that the financial statements present fairly, in all material respects, the financial position of the City, and no material weaknesses were identified. For acceptance of the audit report, see the Regular meeting agenda item #5 below.*
2. Presentation and discussion of revisions to the Employee Policies & Procedures Manual.  
*Human Resources Director Jessica Higgins presented the revisions to the Employee Policies & Procedures Manual. Ms. Higgins noted that City Attorney Mike Dixon, Texas Municipal Human Resources Association Peer Review, and City Manager Bo Thomas had reviewed the draft manual. Final approval will be placed on the next agenda — April 6, 2026.*

#### WORKSHOP ADJOURNMENT

**MOTION:** Council Member Bob Potter moved to adjourn the Workshop Meeting agenda at 6:46 p.m.

**SECOND:** Mayor Pro Tem Erica Bruce

**AYES:** Potter, Bancale, 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 7:00 p.m., announced all members were present, and declared a quorum.*

### PLEDGE OF ALLEGIANCE

*Mayor Steve Fortenberry led the 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.)

*Mayor Fortenberry read the statement above and inquired if the City Secretary had received any public comment forms. The City Secretary received two public comment forms. Mayor Fortenberry invited the following to speak:*

Cary Suprobo, 6401 Coldwater Drive, Waco, TX 76712, appeared to present a proposed project — Indonesian Cultural Center to be located on Spring Valley Rd.

Sean Terrell, 238 W. Tours Rd., Ross, TX, 76640, appeared to express concern regarding the proposed Lacy Lakeview Data District (L2D2).

### REGULAR AGENDA ITEMS

3. Approve minutes of the March 2, 2026, 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, Stephens, Turner, Bruce, Potter, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**
4. Briefing and discussion concerning the Financial Statements ending February 28, 2026.  
*City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the February Financial Statements electronically on March 10, 2026, for review. The Council raised no questions or concerns.*
5. Motion to accept the Fiscal Year 2024-2025 Annual Comprehensive Financial Report (ACFR).  
*City Manager Bo Thomas presented.*  
**MOTION:** Council Member Brad Turner moved to accept the Fiscal Year 2024-2025 Annual Comprehensive Financial Report (ACFR) as presented.  
**SECOND:** Mayor Pro Tem Erica Bruce  
**AYES:** Stephens, Turner, Buce, Potter, Bancale, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**

6. Discussion and possible action concerning the appointment of two members to serve on the McLennan County 9-1-1 Emergency Assistance District.  
*City Manager Bo Thomas presented.*  
**MOTION:** Council Member Michael Bancale moved to reappoint Ryan Holt for Seat One and James Devlin, Seat Two, to the McLennan County 9-1-1 Emergency Assistance District Board of Managers.  
**SECOND:** Mayor Pro Tem Erica Bruce  
**AYES:** Turner, Bruce, Potter, Bancale, Stephens, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**
  
7. Discussion and possible action on an appointment to the Board of Adjustment (alternate position).  
*City Manager Bo Thomas presented.*  
**MOTION:** Council Member Brad Turner moved to approve the appointment of Steve Dvorak to the Board of Adjustment for a term expiring in April 2027.  
**SECOND:** Council Member Johnny Stephens  
**AYES:** Bruce, Potter, Bancale, Stephens, Turner, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**
  
8. Request for future workshops and/or agenda items.  
*City Manager Bo Thomas advised that the Strategic Plan Updates were planned for the April workshop agenda items and the topic of prevailing wages would be held in May. The Council raised no additional items.*

**RECESS REGULAR SESSION TO CONVENE EXECUTIVE SESSION**

*Mayor Steve Fortenberry recessed the Regular Meeting to convene the following Executive Session at 7:21 p.m.*

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

**RECONVENE REGULAR MEETING**

*Mayor Steve Fortenberry reconvened the Regular Meeting at 9:07 p.m.*

9. Discussion and possible action on evaluation/employment of City Manager (if needed).  
*Mayor Steve Fortenberry requested another Executive Session to be placed on the next agenda.*  
**MOTION:** Council Member Michael Bancale moved to approve a \$7,750 annual increase for the city manager, effective 1-1-2026, along with a one-year contract extension.  
**SECOND:** Council Member Bob Potter  
**AYES:** Potter, Bancale, Stephens, Turner, Bruce, and Fortenberry  
**NAYES:** None

**ABSENT:** None  
**MOTION PASSED.**

**ADJOURNMENT**

**MOTION:** Council Member Bob Potter moved to adjourn the Regular Meeting at 9:09 p.m.

**SECOND:** Council Member Michael Bancale

**AYES:** Bancale, Potter, 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 6, 2026

**AGENDA ITEM #:** 4.

**SUBMITTED BY:** Miles Whitney, P.E.

**ITEM DESCRIPTION:**

Presentation of the City Engineer's Report by City Engineer Miles Whitney, P.E.

Update on pending utility projects.

Update on pending street projects.

Update on pending drainage projects.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The City Engineer will present and answer any questions about the report.

**FISCAL IMPACT:**

Amount Budgeted - N/A

Line Item in Budget - N/A

**SUGGESTED MOTION:**

No action is required.

**ATTACHMENTS:**

1. Hewitt-PR-3.30.26

# HEWITT TEXAS

## CITY ENGINEER'S REPORT

March 30, 2026

### Utility Projects

#### Commerce Park Plant Improvements

- Well  
Disconnect delivered.
- Plant
  - Meeting 4/1/26 to discuss project completion schedule.

#### Lift Station No. 4

- Ongoing coordination with the City of Waco.

#### Plant No. 1 Genset

- Bids were opened and to be presented to Council for consideration of award.

### Street/Transportation Projects

#### E. Wall and Briarfield

- Preparing for paving and performing project cleanup.

#### Minute, Peer & New Acres; Street/Utility Impr.

- Finalizing design and preparing final documents.

#### Sunset, Sunnydale & Redbud; Street/Utility Impr.

- Finalizing design and preparing final documents and preparing for review with City staff.

### Drainage Projects

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 5.

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Discussion and possible action on reappointment(s) to the Board of Adjustment.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Jim Winton, Brenda Turner, and Jeff Lara (alternate member) have terms expiring this month. Ms. Turner will be unable to continue serving because she will assume the role of Council Representative for Ward 1, effective May 18. Mr. Lara has declined reappointment due to his upcoming relocation out of the city. Mr. Winton has expressed his willingness to serve an additional two-year term and remains in good standing.

These changes will result in two vacancies on the board. Please submit the names and contact information of any recommended candidates for consideration.

**FISCAL IMPACT:**

Amount Budgeted - N/A

Line Item in Budget - N/A

**SUGGESTED MOTION:**

I move to approve the reappointment of Jim Winton to serve another two-year term ending in April 2028.

**ATTACHMENTS:**

1. Council-Boards- Commissions-Committees list - 2026

**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 website: [www.cityofhewitt.com](http://www.cityofhewitt.com); Email: [citysecretary@cityofhewitt.com](mailto:citysecretary@cityofhewitt.com)

<b>City Council 2 YR Term – May</b>	<b>Board of Adjustment 2 YR Term – April</b>	<b>Planning &amp; Zoning Commission 2 YR Term – June</b>	<b>Parks &amp; Beautification Committee 2 YR Term – December</b>	<b>Library Board 2 YR Term – December</b>	<b>Civil Service Commission 3 YR Term – December</b>
1 <sup>st</sup> & 3 <sup>rd</sup> Monday – 7 PM	3 <sup>rd</sup> Thursday - 6 PM	1 <sup>st</sup> Tuesday – 6 PM	3 <sup>rd</sup> Wed. – 6 PM	Quarterly as needed	Called
Brad Turner <b>Ward 1</b> (05-2027) 425 W. Chapman Rd. (254) 709-3614	<b>(04-2026) Chair Jim Winton 1136 Heatherwood (254) 857-9436</b>	(06-2026) Paul D. Lasater 1321 Ridgeview (254) 716-0025	(12-2026) <b>VACANCY</b>	(12-2026) Kevin Lightfoot 252 Topaz Cir. (254) 405-1298	(12-2027) Chair Tom Mattern 1204 Ridgeview Cir. (254) 644-9632
Johnny Stephens <b>Ward 1</b> (05-2026) 305 Travis Ln. (254) 709-3989	<b>(04-2026) Brenda Turner 209 Laredo Dr. (254) 666-0087</b>	(06-2026) Brian Dalrymple 821 Sunny’s Halo Dr. (254) 744-9711	(12-2027) Nathan Rusterholtz 1200 Dendron Dr. (972) 978-3202	(12-2027) Lorrie Ann Culver 904 Rosedale Dr. (254) 266-3828	(12-2028) Vice Chair Sam MacKinnon 113 Emmalyn Dr. (254) 299-7788
<b>Ward 2</b> (05-2026) <b>VACANCY</b>	(04-2027) Douglas Bergen 264 Earle Rd. (254) 666-0855	(06-2026) <b>VACANCY</b>	(12-2027) Casey Lowrey 700 Wind Hill Dr. (254) 424-1266	(12-2026) Julie Holcomb 112 Travis Ln. (972) 935-4528	(12-2026) Sammy L. Thomas 100 Coventry Dr. (254) 749-0800
Bob Potter <b>Ward 2</b> (05-2027) 409 W Wall St. (254) 709-3666	(04-2027) Royce W. Smith 1128 Regina (254) 652-3099	(06-2027) Dustin Crawford 1001 December Dr. (903) 754-1204	(12-2027) Tyler Green 905 Regina Dr. (903) 806-8993	(12-2026) Caitlin Miller 928 Steamboat Cir. (254) 723-8690	
Mayor Pro Tem Erica Bruce <b>Ward 3</b> (05-2027) 717 Fieldstone Dr. (254) 709-4050	(04-2027) Drexel King 331 Earle Rd. (919) 518-4801	(06-2027) Bobby Drake 107 Westchester Way (254) 772-7440	(12-2026) Vernon Bailey 301 Tampico Dr. (512) 797-6377	(12-2026) Linda O’Neil 638 Barbara Jean St. (254) 744-1298	
Mayor Steve Fortenberry <b>Ward 3</b> (05-2026) 701 Oakmont Dr. (254) 709-0030	<b>Alternate (04-2026) Jeff Lara 436 W. Wall St. (254) 412-8653</b>	(06-2027) Michael Lee Hix 336 Bowie Ln. (254) 723-5071	(12-2026) Richard D. Driver 320 E. Spring Valley Rd. (806) 241-0098	(12-2027) Delores K. Sincerney 119 Russell Ln. (254) 744-5752	
Michael S. Bancale <b>At-Large</b> (05-2027) 909 Stoneridge Dr. (254) 709-3522	Alternate (04-2027) Steven Dvorak 1074 Hesselridge (402) 843-6318	(06-2027) Travis Bailey 412 Oklahoma Ave. (254) 666-1492	(12-2026) <b>VACANCY</b>	(12-2027) Sally Goldman 132 Texas Ave. (254) 666-2436	

Updated: 03/18/2026

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 6.

**SUBMITTED BY:** Bo Thomas, City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on the bid award to purchase 2026 - Plant No. 1; Emergency Standby Generator.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Bids were opened for 2026 — Plant No. 1; Emergency Standby Generator. The lowest responsive bid was submitted by Texas Municipal & Industrial, LLC, for \$226,169. The bid tabulation is included. The Council is asked to approve a 10% contingency of \$22,616.90, to be used at the City Manager's discretion to address any unforeseen conditions that may arise during construction. The total project authorization, including the contingency, would be \$248,785.90.

Staff recommends awarding the project as recommended by the City Engineer.

**FISCAL IMPACT:**

Amount Budgeted - \$258,462

Line Item in Budget - 27-50845-27-02

**SUGGESTED MOTION:**

I move approval of the bid award for 2026 — Plant No.1, Emergency Standby Generator, to Texas Municipal & Industrial, LLC, totaling \$226.169, and authorize a 10% contingency of the awarded contract amount to be used at the discretion of the City Manager.

**ATTACHMENTS:**

1. Bid Award Recommendation Ltr 3.30.26

MARCH 30, 2026

CITY COUNCIL

CITY OF HEWITT, TEXAS

VIA: EMAIL

RE: 2026 - PLANT No.1; EMERGENCY STANDBY GENERATOR

COUNCIL:

BIDS FOR THE ABOVE-REFERENCED PROJECT WERE OPENED ON MARCH 25, 2026, AND THREE (3) BIDS WERE RECEIVED. THE LOWEST RESPONSIVE BID, IN THE AMOUNT OF **\$226,169.00**, WAS SUBMITTED BY **TEXAN MUNICIPAL & INDUSTRIAL, LLC**. A COPY OF THE BID TABULATION IS INCLUDED IN YOUR COUNCIL PACKET FOR REFERENCE.

TEXAN MUNICIPAL & INDUSTRIAL, LLC HAS NOT PREVIOUSLY PERFORMED WORK FOR THE CITY OF HEWITT, NOR HAVE I WORKED WITH THEM ON OTHER PROJECTS. HOWEVER, MULTIPLE REFERENCE CHECKS WERE CONDUCTED ON SIMILAR PROJECTS COMPLETED BY THE CONTRACTOR. ALL REFERENCES INDICATED THAT THE CONTRACTOR PERFORMED THE WORK SUCCESSFULLY AND WOULD BE RECOMMENDED FOR AWARD ON FUTURE PROJECTS.

BASED ON THE BID RESULTS AND FAVORABLE REFERENCE CHECKS, I RECOMMEND THAT THE CITY COUNCIL AWARD THE CONSTRUCTION CONTRACT TO TEXAN MUNICIPAL & INDUSTRIAL, LLC.

**REQUESTED CONTINGENCY.**

I RESPECTFULLY REQUEST THAT THE CITY COUNCIL APPROVE A CONTINGENCY IN THE AMOUNT OF **10% OF THE CONTRACT VALUE (\$22,616.90)**, TO BE UTILIZED AT THE DISCRETION OF THE CITY MANAGER TO ADDRESS ANY UNFORESEEN CONDITIONS THAT MAY ARISE DURING CONSTRUCTION. THE TOTAL PROJECT AUTHORIZATION, INCLUDING CONTINGENCY, WOULD BE **\$248,785.90**.

SINCERELY:



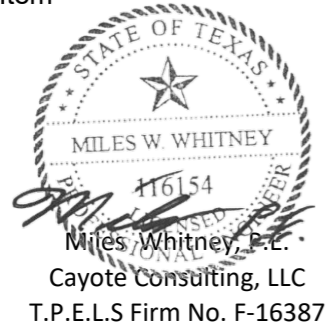
MILES W. WHITNEY, P.E.

# Base Bid Tabulation

<b>Project</b>	2026 - Plant No.1; Emergency Standby Generator	<b>Prepared By</b>	JRW
<b>Owner</b>	City of Hewitt, TX	<b>Date</b>	3/26/2026
<b>Component</b>	Bid Tabulation	<b>Reviewed By</b>	MWW

				Contractor 1		Contractor 2		Contractor 3	
<b>BASE BID TOTALS</b>				\$ 226,169.00		\$ 234,440.16		\$ 236,744.00	
				Texan Municipal & Industrial, LLC		Ready Power, LLC		McDonald Municipal & Industrial - A Division of C.F McDonald Electric, Inc.	
	<b>Bid Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Bid Price</b>	<b>Unit Price</b>	<b>Bid Price</b>	<b>Unit Price</b>	<b>Bid Price</b>
1	Site Preparation; Completed	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 5,405.51	\$ 5,405.51	\$ 12,000.00	\$ 12,000.00
2	200 kW Diesel Generator Set (Weatherproof, Sound-Attenuated Enclosure); Furnished, Installed, and Operational	1	L.S.	\$ 75,000.00	\$ 75,000.00	\$ 94,210.37	\$ 94,210.37	\$ 90,000.00	\$ 90,000.00
3	Automatic Transfer Switch (ATS); Furnished, Installed, and Operational	1	L.S.	\$ 35,000.00	\$ 35,000.00	\$ 23,475.37	\$ 23,475.37	\$ 9,000.00	\$ 9,000.00
4	Electrical Installations; Conduit, conductors, grounding, terminations, integration with existing service, load connections, and controls wiring. Furnished, Installed, and Operational	1	L.S.	\$ 90,000.00	\$ 90,000.00	\$ 91,992.83	\$ 91,992.83	\$ 101,944.00	\$ 101,944.00
5	Startup, Testing & Commissioning; Factory-authorized startup, testing, training, and documentation. Furnished and Completed	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 3,861.08	\$ 3,861.08	\$ 100.00	\$ 100.00
6	Trench Safety System Design and Implementation	1	L.S.	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 100.00	\$ 100.00
7	SWPPP Design and Implementation	1	L.S.	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 100.00	\$ 100.00
8	Mobilization (Not to Exceed 10% of Total Project Bid)	1	L.S.	\$ 22,169.00	\$ 22,169.00	\$ 12,495.00	\$ 12,495.00	\$ 23,500.00	\$ 23,500.00

Denotes Correction to Item



# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 7.

**SUBMITTED BY:** Jim Devlin, Assistant City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on the appointment of Dick Kettler as Hewitt's Associate Municipal Court Judge.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Municipal Court Judge Rod Goble recommends that the City Council consider the appointment of Dick Kettler as Associate Municipal Court Judge for the City of Hewitt.

Mr. Kettler currently serves as Municipal Court Judge for the City of Robinson and has several years of judicial experience. He maintains a strong professional working relationship with the City's Municipal Court Administrator, Elvira Leyva. In addition, he serves as a judge in other municipalities and as a magistrate for McLennan County.

Mr. Kettler is board-certified in criminal law and meets all statutory qualifications for appointment as Associate Municipal Court Judge.

**FISCAL IMPACT:**

Amount Budgeted - N/A

Line Item in Budget - N/A

**SUGGESTED MOTION:**

I move to approve the appointment of Dick Kettler to serve as the City of Hewitt's Associate Municipal Court Judge.

**ATTACHMENTS:**

None

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 8.

**SUBMITTED BY:** Bo Thomas, City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on the 2026 Interlocal Agreement for Household Hazardous Waste Collection with the City of Waco.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The City of Hewitt participates in Waco's annual Household Hazardous Waste event. Approval of this item would authorize the City Manager to execute an interlocal agreement with the City of Waco, allowing Hewitt residents to participate in this year's event.

Additionally, approval would authorize the allocation of up to \$11,687.50. Funding is set aside in our current budget for this purpose. The event is tentatively scheduled for Saturday, May 16, 2026.

**FISCAL IMPACT:**

Amount Budgeted - \$8,000

Line Item in Budget - 10 50425 61 00

**SUGGESTED MOTION:**

I move approval of the 2026 Interlocal Agreement for Household Hazardous Waste Collection with the City of Waco, and authorize the City Manager to execute all documents and allocate funding for participation costs.

**ATTACHMENTS:**

1. HHW Day Interlocal Agreement - 2026



waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, other than any imposed by Waco, and including without limitation:

1. Damages for personal injury and death or injury to property or natural resources;
2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories, and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements, including but not limited to, the preparation of any feasibility studies, or reports, or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, other than as imposed by Waco, or otherwise expended in connection with the existence of such waste or violation of environmental requirements, including without limitation, any attorney's fees, costs and expenses incurred in enforcing this contract, or collecting any sums due hereunder; and
3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (2) herein.

B. Environmental requirements shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, or bureaus of the United States, states, and political subdivisions thereof (other than any imposed by Waco), and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and,
2. All requirements pertaining to the protection of the health and safety of employees or the public (other than imposed by Waco).

C. Force majeure shall include decrees of, or restraints by, a governmental instrumentality, acts of God, work stoppages due to labor disputes or strikes, failure of Waco's contractor(s) to perform pursuant to their agreements with

Waco for the conduct of the Event, fires, explosions, epidemics, pandemics, riots, war, rebellion, and sabotage.

- D. Household hazardous waste shall mean any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR Sec. 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste" and may also be referred to as "HHW."
- E. Participating Cities shall mean the Cities of Waco, Woodway, Hewitt, Lacy-Lakeview, and Bellmead.
- F. Person shall mean an individual, corporation, organization, government, governmental subdivision or agency, business trust, partnership, association, or other legal entity.
- G. Waste, depending on the context, shall refer to the material presented for collection at the event and/or the actual materials accepted at the event.

## 2. PURPOSE

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

## 3. DUTIES OF WACO

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

- A. Designate one of its employees to serve on the Event planning committee;
- B. Recruit its citizens to volunteer as workers at the Event;
- C. Coordinate Event advertising targeted to its own citizens as well as some advertising designed to alert citizens within all of the Participating Cities;
- D. Administer and supervise an Event on **SATURDAY, MAY 16, 2026**, in the parking lot of the City of Waco Solid Waste Operations Center at 501 Schroeder Drive. If weather does not permit the Event to be held on May 16, 2026, then Waco will identify a date in the month of May 2026 to hold the Event;
- E. Chair a planning committee comprised of Participating Cities;
- F. Provide a centrally located collection site within Waco for the Event;
- G. Employ personnel, perform administrative activities, and provide administrative services necessary to perform this Agreement;
- H. Cause the Event to be advertised in the local media;
- I. Enter into a contract with a household hazardous waste disposal firm ("contractor") for the handling, collection, transportation, storage, disposal,

treatment, recovery, and/or reuse of household hazardous waste collected at the Event. Such contractor shall be required pursuant to the contract:

1. to assume generator status for the waste collected at the Event, excluding materials recycled pursuant to subsection J. below;
  2. to use the storage, recycling, treatment and disposal sites set forth in the contract in performing its services under the contract. All storage, treatment, recycling and disposal sites used by the contractor shall be licensed by the EPA and/or TCEQ as required by law;
  3. to indemnify all Participating Cities; and,
  4. to name all Participating Cities as additional insureds;
- J. Arrange for recycling vendors for used oil, used oil filters, automobile batteries, household batteries, LED and fluorescent bulbs, and anti-freeze for Participating Cities;
- K. Attempt to reduce the overall expenditures of the event by implementing cost saving measures that may include bulking oil-based paint and arranging for local reuse of usable latex paint;
- L. During the term of this Agreement is in force, Waco shall provide appropriate documentation that funding has been committed and will be available to pay disposal, set up, and transportation costs as required by the contract with the contractor;
- M. This Agreement is conditioned upon Waco funding the expenditures set forth herein in Waco's budget.

#### **4. DUTIES OF CITIES OTHER THAN WACO**

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

- A. Designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact whom Waco may communicate with in advance of the Event.
- B. Coordinate and fund advertising targeted to its own citizens related to the Event. This advertising may include such things as inclusion in water, sewer, and/or garbage bills. Such advertising shall include the type of wastes that will be accepted at the HHW Day, the requirement of proof of residency, and date, location and hours of operation.
- C. Pay for the services provided to each Participating City from current revenues available to the Participating City, as provided in Article 6.

## 5. RIGHT OF REFUSAL OF WASTE

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

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

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

## 6. COMPENSATION

- A. Waco shall provide the Participating Cities with detailed statements of all expenses incurred for the Event. The sum due Waco under this paragraph shall be an amount calculated on a per household cost basis. With the execution of this Agreement, each city shall provide Waco with a letter stating its level of participation in dollars. Those letters shall be attached to the executed agreement as Exhibits A through D and shall be incorporated herein as though set out in their entirety. Reimbursement of such expenses shall be paid to Waco no later than thirty (30) calendar days following receipt of said expenses by the Participating Cities.
- B. The above sum is based upon an estimated one thousand (1,000) total households from the Participating Cities taking part in the Event, provided, if, after the conclusion of the Event, there remains unexpended, committed Event funds as set out above from Participating Cities, the sum agreed to be paid above shall be reduced on a pro rata basis, provided the actual cost for the number of households from the Participating Cities did not exceed the sum agreed to be paid above.
- C. The cost accounting provided by Waco shall include figures for the total number of households participating in the Event, the number of households from each participating city, and the total waste collected at the Event.
- D. Within thirty (30) calendar days of receipt of the final invoice from the contractor, Waco shall separately account for all expenses on an itemized basis and shall provide a final accounting of the pro rata share of expenses of all Participating Cities.

## 7. WAIVER OF CLAIMS

- A. **Waiver of Claims:** Each of the Participating Cities agrees to waive any and all claims against the other Participating Cities to the extent of the liability limits under the Texas Tort Claims Act, as amended.
- B. **Environmental Waiver**
1. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the other Participating Cities and their officers, agents, employees, and volunteers, against any and all environmental damages resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse, by any person, of waste which was collected pursuant to Event.
  2. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the Participating Cities and their officers, agents, employees, and volunteers, against any and all violations by any person of any environmental requirements pertaining to the handling, collection, transportation, storage, disposal, treatment recovery, and/or reuse of waste collected pursuant to the Event.
  3. Participating Cities recognize that it will not be practical to distinguish between the HHW collected at the Event once the waste has been aggregated. They further recognize that it is necessary to create an equitable allocation of liability among the Participating Cities for the waste collected at the Event. Therefore, the Participating Cities agree that the allocated liability of each of the Participating Cities under this paragraph (B) shall be calculated as follows:
    - (a) The actual number of a participating city's households contributing waste to the Event divided by the actual number of total households contributing waste to the event = X percent.
    - (b) Participating Cities' Allocated Liability = X percent multiplied by the total volume of waste collected at the Event.
- C. The individual obligation of each Participating City under this Agreement shall be limited to the burden and expense of defending only itself against all claims, suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due and owing against the said respective city.

## **8. IMMUNITY**

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

## **9. FORCE MAJEURE**

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

## **10. TERMINATION**

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

## **11. NOTICE**

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

## **12. ENTIRETY**

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

## **13. SEVERABILITY**

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

**14. VENUE**

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

**15. AUTHORITY**

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

**16. AUTHORIZATION**

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

**EXECUTED** in multiple counterparts, each intended as an original.

*[Remainder of page intentionally left blank]*

**CITY OF WACO, TEXAS**

By: \_\_\_\_\_  
Ryan E. Holt, City Manager

**ATTEST:**

\_\_\_\_\_  
Michelle Hicks, City Secretary

Date Signed: \_\_\_\_\_

**APPROVED AS TO FORM & LEGALITY**

\_\_\_\_\_  
Lauren Jaynes Olivarez, Assistant City Attorney II

*[Remainder of page intentionally left blank]*

**CITY OF WOODWAY**

By: \_\_\_\_\_  
Adam Niolet, City Manager

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Attorney

*[Remainder of page intentionally left blank]*

**CITY OF HEWITT**

By: \_\_\_\_\_  
Bo Thomas, City Manager

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Attorney

*[Remainder of page intentionally left blank]*

**CITY OF LACY-LAKEVIEW**

By: \_\_\_\_\_  
Calvin Hodde, City Manager

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Attorney

*[Remainder of page intentionally left blank]*

**CITY OF BELLMEAD**

By: \_\_\_\_\_  
Yousry “Yost” Zakhary, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney

## **Exhibit A**

**Letter from Woodway stating its level of participation in dollars**

## **Exhibit B**

**Letter from Hewitt stating its level of participation in dollars**

## **Exhibit C**

**Letter from Lacy Lakeview stating its level of participation in dollars**

## **Exhibit D**

### **Letter from Bellmead stating its level of participation in dollars**

## EXHIBIT E

Waco: Ryan E. Holt, City Manager  
P. O. Box 2570  
Waco, Texas 76702-2570  
750-5640, fax 750-5880  
RyanH@wacotx.gov

Woodway: Adam Niolet, City Manager  
922 Estates Drive  
Woodway, Texas 76712  
772-4480, fax 772-0695  
[aniolet@woodwaytexas.gov](mailto:aniolet@woodwaytexas.gov)

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

Lacy Lakeview: Calvin Hodde, City Manager  
P.O. Box 154549  
Waco, Texas 76715-4549  
799-2458, fax 799-6265  
[calvin.hodde@lacylakeview.org](mailto:calvin.hodde@lacylakeview.org)

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

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 9.

**SUBMITTED BY:** Jessica Higgins, Human Resource Director/Civil Service Director

**ITEM DESCRIPTION:**

Discussion and possible action to approve **Resolution No. 2026-01** adopting the amended Employee Policies and Procedures Manual.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The proposed changes were presented to the City Council at the March 16, 2026, Workshop meeting. This resolution adopts the amended Employee Policies and Procedures Manual.

Staff recommends approval of the amended policies and procedures.

**FISCAL IMPACT:**

Amount Budgeted - N/A

Line Item in Budget - N/A

**SUGGESTED MOTION:**

I move approval of **Resolution No. 2026-01** adopting the amended Employee Policies and Procedures Manual.

**ATTACHMENTS:**

1. Resolution adopting Amended Employee Policices and Procedures Manual-2026

**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, ADOPTING THE AMENDED EMPLOYEE POLICIES AND PROCEDURES MANUAL; AUTHORIZING ITS IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hewitt, Texas, requires guidelines and policies governing personnel matters for all City employees, including but not limited to employee conduct, benefits, policies implementing state and federal employment laws, and other aspects of public employment and City service; and

**WHEREAS**, these policies are intended to apply to all City employees who do not have an employment contract with the City and to all City employees with employment contracts that do not otherwise address such policy matters; and

**WHEREAS**, the policies contained in the Employee Policies and Procedures Manual are general guidelines for the City's current employment practices and workplace procedures and are not intended to create a contract of employment; and

**WHEREAS**, the City Council reviewed and considered the proposed amendments to the Employee Policies and Procedures Manual during a workshop held on March 16, 2026; and

**WHEREAS**, the City Council finds that adoption of the amended Employee Policies and Procedures Manual is in the best interest of the City and its employees.

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

**SECTION 1.** The Employee Policies and Procedures Manual, as amended, is hereby approved and adopted and shall become effective May 1, 2026, and shall apply to all City employees unless preempted by state or federal law or superseded by a written employment contract.

**SECTION 2.** The City Manager is authorized to implement and administer the Employee Policies and Procedures Manual and to make non-substantive administrative revisions as necessary to maintain compliance with applicable laws.

**SECTION 3.** It is hereby officially found and determined that the meeting at which this Resolution was adopted was properly noticed and open to the public, as required by the Texas Open Meetings Act.

**PASSED AND APPROVED** this 6th day of April 2026.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
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

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**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 10.

**SUBMITTED BY:** John McGrath, Police Chief

**ITEM DESCRIPTION:**

Discussion and possible action on **Resolution No. 2026-02** authorizing the Police Chief to submit a grant application from the Motor Vehicle Crime Prevention Authority (MVCPA) Grant Program - SB 224 Catalytic Converter Grant Program.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The purpose of this resolution is to update the Financial Officer for the grant program. Assistant City Manager James Devlin will be the Financial Officer for the year 2027.

**FISCAL IMPACT:**

Amount Budgeted - N/A

Line Item in Budget - N/A

**SUGGESTED MOTION:**

I move to approve **Resolution No. 2026-02** authorizing the Police Chief to submit a grant application from the Motor Vehicle Crime Prevention Authority Grant program — SB 224 Catalytic Converter Grant Program.

**ATTACHMENTS:**

1. Moter Vehicle Crime Prevention Authority Grant Program Resolution

**RESOLUTION NO. 2026-02**

**A RESOLUTION OF THE CITY OF HEWITT, TX, AUTHORIZING THE POLICE CHIEF TO SUBMIT A GRANT APPLICATION FROM THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT PROGRAM – SB 224 CATALYTIC CONVERTER GRANT PROGRAM**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft, including catalytic converter theft; and

**WHEREAS**, this grant program will assist this jurisdiction in combating catalytic converter theft; and

**WHEREAS**, the Hewitt City Council has agreed that in the event of loss or misuse of the grant funds, the Hewitt City Council assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

**NOW THEREFORE, BE IT RESOLVED** and ordered that the City Manager, Bo Thomas, or his designee, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED** that Police Chief John McGrath is designated as the Program Director, and Assistant City Manager James Devlin is designated as the Financial Officer for this grant.

**PASSED AND APPROVED** this 6th day of April 2026.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

ATTEST:

\_\_\_\_\_  
Lydia Lopez, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

\_\_\_\_\_  
Michael W. Dixon, City Attorney

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** April 6, 2026

**AGENDA ITEM #:** 11.

**SUBMITTED BY:** Bo Thomas, City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on **Resolution No. 2026-03** selecting an elected official of Hewitt as the City's nominee for service as a member of the governing body of the McLennan County Rural Transit District.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The McLennan County Rural Transit District (MCRTD) is a rural transit district authorized by Texas Transportation Code Chapter 458. The MCRTD received state funding for rural transit services. McLennan County Judge Scott Felton sent a letter requesting that each incorporated city in the Precinct 4 Region, by resolution, nominate a member of the city's governing body for consideration of becoming a member of the governing body of the district. The MCRTD meets quarterly in the Commissioners' Courtroom at the Courthouse. The purpose is to coordinate and provide public transportation within McLennan County, Texas.

This is an opportunity for a council member to express interest and have their name submitted for consideration.

**FISCAL IMPACT:**

Amount Budgeted - N/A

Line Item in Budget - N/A

**SUGGESTED MOTION:**

I move approval of **Resolution No. 2026-03** selecting \_\_\_\_\_ as the City's nominee for service as a member of the governing body of the McLennan County Rural Transit District.

**ATTACHMENTS:**

1. MCRTD Letter
2. MCRTD By-Laws
3. McLennan County Rural Transit District Nominee



**Scott M. Felton**  
McLENNAN COUNTY JUDGE

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P.O. BOX 1728 \* Waco, Texas 76703-1728 \* Phone No. 254-757-5049 \* Fax No. 254-757-5196

February 20, 2026

City of Hewitt  
Mayor Steve Fortenberry  
200 Patriot Crt  
Hewitt, TX 76643

Mayor Fortenberry;

The current term for the Place 8 Director (Precinct 4 Region) of the McLennan County Rural Transit District Board of Directors will expire May 31, 2026.

The County Judge's office is requesting that each incorporated city in the Precinct 4 Region (by resolution) nominate a member of the city's governing body for consideration of becoming a member of the governing body of the district. Once a member has been nominated, please return the completed resolution to our office via email to [cody.miles@mclennan.gov](mailto:cody.miles@mclennan.gov).

Once the nominees are returned to the County Judge's Office, they will be placed on a ballot which will then be sent to each of the cities in the Precinct 4 Region. Voting will then take place as specified by Section 5.B. of the RESOLUTION OF THE TRANSPORTATION CONFERENCE COMMITTEE PROVIDING FOR THE SELECTION OF THE GOVERNING BODY OF THE MCLENNAN COUNTY RURAL TRANSIT DISTRICT:

**B. Process for Places 5-8**

Each City within the region that desires to put up a nominee for the place provides the County Judge's Office with a resolution indicating its nominee 90 days before expiration of the term. The nominees are placed on a ballot. A ballot is sent to each of the cities. Each city has 20 votes to split between the nominees. Only 10 of those votes may be cast for the City's own nominee. If there are only 2 nominees, a city need not cast the other 10 votes, but may do so. If there are 3 or more nominees, the city must cast the other 10 votes. The ballots are sent back to the County Judge's Office and compiled. The nominee with the highest total is selected to fill that region's place. If there is a tie, the County Judge will cast a vote to break the tie.

Respectfully,

*Scott M. Felton*

Scott M. Felton  
McLennan County Judge

**McLENNAN COUNTRY RURAL TRANSIT DISTRICT  
BY-LAWS**

**ARTICLE I – NAME**

The name of this organization shall be McLennan Country Rural Transit District (MCRTD), a local governmental body and political subdivision created pursuant to Chapter 458 of the Texas Transportation Code.

**ARTICLE II – PURPOSE**

The purpose of MCRTD is to coordinate and provide public transportation in its service area within McLennan County, Texas.

**ARTICLE III – OFFICES**

The registered and principal office of MCRTD shall be maintained at P.O. Box 1728, Waco, Texas 76703-1728. The initial registered agent at such address is Scott M. Felton.

**ARTICLE IV – BOARD OF DIRECTORS**

Section 1. The governing body of the McLennan County Rural Transit District shall be made up of nine (9) members, and shall be called the Board of Directors.

Section 2. The Board of Directors shall be made up of representatives selected from areas or entities corresponding to Place designations.

Section 3. The Places are as follows:

- |         |   |
|---------|---|
| Place 1 | County Judge of McLennan County   |
| Place 2 | Member of McLennan County Commissioners Court selected by the Commissioners Court |

- Place 3 Mayor of the City of Waco
- Place 4 Member of the City Council of the City of Waco selected by the City Council
- Place 5 Precinct 1 Region – selected by vote of the representatives of cities (other than City of Waco) located in Precinct 1 of the County.
- Place 6 Precinct 2 Region – selected by vote of the representatives of cities (other than City of Waco) located in Precinct 2 of the County.
- Place 7 Precinct 3 Region – selected by vote of the representatives of cities (other than City of Waco) located in Precinct 3 of the County.
- Place 8 Precinct 4 Region – selected by vote of the representatives of cities (other than City of Waco) located in Precinct 4 of the County.
- Place 9 At large.

A city is considered to be part of the Region where the majority of its population is located and only participates in selection of the director for that Region, even if the city itself lies geographically in more than one precinct.

Section 4. The initial Board of Directors is as follows:

- Place 1 Scott Felton, County Judge of McLennan County;
- Place 2 County Commissioner Will Jones;
- Place 3 Malcolm Duncan, Mayor of the City of Waco;
- Place 4 Kyle Deaver, Waco City Councilperson;
- Place 5 Precinct 1 Region-Halbert Wilcox, City of Bruceville-Eddy;
- Place 6 Precinct 2 Region-Rick Wegwerth, City of Hallsburg;
- Place 7 Precinct 3 Region-David Filer, City of Ross;
- Place 8 Precinct 4 Region-Frank Leos, City of McGregor; and
- Place 9 At large-Ken Brown, City of Moody.

Section 5. The terms of the initial directors are as follows:

Place 1	3 years
Place 2	2 years
Place 3	3 years
Place 4	2 years
Place 5	3 years
Place 6	2 years
Place 7	3 years
Place 8	3 years
Place 9	2 years

Section 6. A vacancy during the initial term is filled by the entity whose nominee was selected for that place, but only for the remainder of the term.

Section 7. The County Judge shall be the standing Chair of the initial Board of Directors.

Section 8. Selection of directors for subsequent terms in Places 5-8 shall be as set forth herein. Each City within the region that desires to put up a nominee for the place provides the County Judge's Office with a resolution indicating its nominee 90 days before expiration of the term. The nominees are placed on a ballot. A ballot is sent to each of the cities. Each city has 20 votes to split between the nominees. Only 10 of those votes may be cast for the City's own nominee. If there are only 2 nominees, a city need not cast the other 10 votes, but may do so. If there are 3 or more nominees, the city must cast the other 10 votes. The ballots are sent back to the County Judge's Office and compiled. The nominee with the highest total is selected to fill that region's place. If there is a tie, the County Judge will cast a vote to break the tie.

Section 9. Subsequent directors for Place 9 shall be selected by the Board of Directors from an entity not already represented on the Board.

Section 10. Vacancies during a term are filled for the remainder of the term by the entity whose official held the Place prior to the vacancy. If the entity fails to fill the vacancy within 30 days, the Board fills the vacancy.

Section 11. The County Judge shall be the standing Chair of the Board of Directors.

Section 12. Only persons who are elected officials of the governing body of the component governmental unit they represent shall be eligible to serve as an MCRTD Director.

Section 13. Other than as set forth above for the initial directors, the term of a Director is three (3) years.

Section 14. Directors shall serve at the pleasure of the governing bodies of the component governmental units they represent.

Section 15. If a Director, for any reason, no longer is an elected official, that person shall forfeit the Director position, as only elected officials are eligible to serve as a MCRTD Director.

Section 16. A vacancy occurs when a director resigns; dies; becomes mentally or physically incapacitated, as determined by the majority of the Board; is removed by the local governmental entity which such Director represents; misses, without reasonable cause, three (3) consecutive meetings of the Board; or becomes legally disqualified to serve.

Section 17. Directors of MCRTD shall not receive any salary for their service as Directors, but by resolution of the Board, expense of attendance of Board meetings may be allowed for attendance at each meeting (regular or special).

## **ARTICLE V – MEETINGS**

Section 1. The Board will hold regular meetings at least four (4) times during the calendar year, on a quarterly basis.

Section 2. The meetings of MCRTD shall be subject to the Open Meetings Act Chapter 551, Texas Government Code. Additionally, any ad hoc or advisory committee formed under the auspices of these bylaws shall be subject to the same provisions.

Section 3. Records of meetings of MCRTD are subject to the provisions of the Texas Public Information Act, Chapter 552, Texas Government Code. The Board shall keep written minutes of each open meeting, which shall include a record of members present and the votes on all motions.

Section 4. A quorum shall consist of a majority of the Directors. A quorum must be present to hold a meeting.

Section 5. By a simple majority vote of those present at a meeting at which a quorum is present the Board may conduct business on behalf of MCRTD.

Section 6. Special meetings of the Board for any purpose or purposes may be called by the Chair or upon written request of a majority of the Board. The notice for a special meeting must state the purposes of the special meeting.

## **ARTICLE VI – OFFICERS**

Section 1. The Board shall select a Vice-Chair and Secretary/Treasurer from among its membership.

Section 2. Officers of the Board shall perform the duties normally associated with such positions and as may be delegated to them by the Board.

Section 3. All officers shall serve two-year terms, except the Chair, which shall always be the County Judge. Officers may succeed themselves.

Section 4. Other than the Chair, officers of the Board may be removed and replacements selected at the discretion of the Board.

## **ARTICLE VII – COMMITTEES**

Section 1. The Board shall have the authority to establish standing or ad hoc committees as are deemed necessary to carry on the work of MCRTD.

Section 2. The members of such advisory or special committees shall be appointed by the Board Chair.

Section 3. No committee established under these bylaws or established in the future, or other provisions contained in these bylaws, shall have the authority to bind MCRTD in any way or commit or obligate it in any way unless expressly approved by the Board.

## **ARTICLE VIII – GENERAL MATTERS**

Section 1. The MCRTD may procure insurance to cover directors and officers against litigation or other proceedings brought against them because they are or were a director or officer of the MCRTD. This shall not apply to willful misconduct or acts of gross negligence by a Director.

Section 2. No part of the net earnings of the MCRTD shall inure to the benefit of, or be distributable to, its directors, members, trustees, officers, or other private persons, except that the MCRTD shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the

activities of the MCRTD shall be the carrying on of propaganda, or otherwise attempting to influence legislation and the MCRTD shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 3. The MCRTD shall have all powers provided by Chapter 458 of the Texas Transportation Code, and all powers implied from such express powers to carry out the purposes of a rural transit district.

### **ARTICLE IX – DISSOLUTION OF MCRTD**

Section 1. Any dissolution and distribution of assets must be in compliance with the federal and state regulations applicable to the MCRTD and the terms of any grant funding.

### **ARTICLE X - RULES OF ORDER**

The Board shall be governed by Robert's Rules of Order, newly revised, except where such rules may be in conflict with the Bylaws.

### **ARTICLE XI-AMENDMENT**

These bylaws may be amended by the affirmative vote of 2/3rds of the Directors.

PASSED May 21, 2015.

**RESOLUTION NO. 2026-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, SELECTING AN ELECTED OFFICIAL OF THE CITY AS THE CITY'S NOMINEE FOR SERVICE AS A MEMBER OF THE GOVERNING BODY OF THE MCLENNAN COUNTY RURAL TRANSIT DISTRICT**

**WHEREAS**, the Commissioners Court of McLennan County created the McLennan County Rural Transit District in 2015; and

**WHEREAS**, the City has been requested to nominate a member of its governing body to be considered to become a member of the governing body of the McLennan County Rural Transit District.

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

1. The City Council nominates \_\_\_\_\_ to serve as a member of the governing body of the McLennan County Rural Transit District.

**PASSED and RESOLVED** on this 6<sup>th</sup> day of April, 2026.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

**ATTEST:**

\_\_\_\_\_  
Lydia Lopez, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Michael W. Dixon, City Attorney