

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Workshop** meeting of the governing body of the City of Hewitt will be held on the **20th day of April, 2015 at 5:30 PM in Hewitt City Hall, 105 Tampico Drive**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call to order.
2. City Manager's update on municipal business:
 - a. Report from City Engineer including review and discussion of Capital Improvement Projects.
 - b. Briefing and discussion concerning Public Safety operations – Police & Fire.
 - c. Briefing and discussion concerning vacancies on the Planning & Zoning Commission and the Board of Adjustment.
 - d. Briefing and discussion concerning proposed model smoking ordinance and regulations of e-cigarettes.
3. Review regular meeting agenda items.
4. Convene Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
5. Close Executive Session.
6. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 1:00 AM PM on April 17, 2015.

CITY OF HEWITT



Lydia Lopez, TRMC
City Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact the Hewitt City Secretary at (254) 666-6171 at least 24 hours prior to the meeting, so that appropriate arrangements can be made.

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **20th day of April, 2015 at 7:00 PM in the City Council Room at Hewitt City Hall, 105 Tampico Drive**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call to order.
2. Pledge of Allegiance to the U.S. Flag
3. Consider approval of minutes of the Council Workshop/Regular Meeting of April 16, 2015.
4. Hear visitors on matters pertaining to city business.
5. Authorize the city manager to negotiate and execute a contract with Barnett Construction, for off-site drainage and dirt work related to the city hall and library construction project not to exceed \$79,750.
6. Consider and take action to adopt an ordinance authorizing the issuance and sale of City of Hewitt, Texas General Obligation Refunding Bonds, Series 2015; levying an annual ad valorem tax and providing for the payment of said bonds; authorizing execution of a paying agent/registrar agreement, escrow agreement and agreements for municipal advisory and bond counsel services; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.
7. Public hearing and action on an ordinance rezoning property located at 142 S. 2nd Street (also known as the old Fire Department), being Lot 8, a portion of Lot 9, and a 10 foot by 75 foot strip out of the 20 foot wide alley, Block 1, Original City of Hewitt, McLennan County, Texas, plat of record in Volume 94, Page 114, Deed Records, McLennan County, Texas) from R-1 (Single Family Residential) to C-2 (General Business District).
8. Public hearing and action on an ordinance rezoning 1.35 Acres of land located at the corner of Old Temple and Spring Valley Road, legally known as Pat Barcus Addition, Part 4, Lot 32, Block 4, from R-5 (Single Family Attached Dwelling District) to R-4 (Multi-Family Residential District).
9. Consider an ordinance amending Appendix A: Zoning, Part 9 - Accessory Uses and Buildings are Regulated, Section 9.103 - Walls and Fences, permitting electric fences in non-residential areas, providing a severability clause, and providing an effective date.

10. Consider and take action on an ordinance amending Chapter 10, "Animals" of the Code of Ordinances to revise Section 10-36, Remedial Requirements; Section 10-66, Animal Bites and Scratch Reports; Section 10-91, Identification for Animals; Section 10-92, Running at Large; Repealing Section 10-123 and 10-123.1, Tethered Animals and replacing with the State of Texas Law; repealing all ordinances or parts of ordinances in conflict; providing for an effective date; providing for a penalty; and finding and determining that the meeting at which this ordinance is passed is opened to the public as required by law.
11. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 1:00 AM/PM on April 17, 2015.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact the Hewitt City Secretary at (254) 666-6171 at least 24 hours prior to the meeting, so that appropriate arrangements can be made.



COUNCIL WORKSHOP AGENDA ITEM #2.a



CITY ENGINEER'S REPORT

April 16, 2015

2010 IH-35 Utility Improvements:

Currently we are still awaiting pump repairs to be completed. Once the pumps are on site the replacement electrical equipment will be installed and will try to perform a startup. We are currently awaiting word from the contractor that the repairs have been made.

Commerce Park Plant Project and Related Projects:

Elevated Storage Tank;

Electricians and site work contractor have been working on finishing up the interior of the tank shaft and also finish up the little bit of site piping that was included in their contract.

Plant Contract;

Plan and contract documents are 99% complete. The only thing left is the completion of the generator sizing for the well at McLemore Plant.

Piping;

Plans and specifications are complete and a bid date of May 14th has been set for this project. The City has spoken with the property owner's representatives, and we are currently working on obtaining the necessary easement.

Ritchie Road Plant and Well Electrical System Improvements:

The contractor has been receiving the equipment on a regular basis and has been onsite to receive and install as they come in.

Street Micro-Slurry Seal:

The project was has been completed except for some minor areas that need to be addressed.

2014 Bond Projects:

Old Temple Road Street Improvements:

These plans and contract documents are approx. 99% complete, and will have this project out for bids shortly.

Panther Way Street Improvements:

Plans for this project are approx. 75% complete. I anticipate receiving bids for this project a week after receiving the bids for the Old Temple Rd Improvements project.

HEWITT TEXAS

CITY ENGINEER'S REPORT

April 16, 2015

Warren Park Improvements:

We are currently compiling the plans sheets and hope to receive bids for the football field and amphitheater shortly.

City Hall / Library:

Oral update may be given at the meeting.

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.



COUNCIL WORKSHOP AGENDA ITEM #2.c

CITY OF HEWITT: COUNCIL, BOARDS, AND COMMISSIONS

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

<u>City Council</u> <u>2 Yr Term - May</u>	<u>Board of Adjustment</u> <u>2 Yr Term - April</u>	<u>Planning & Zoning</u> <u>Commission</u> <u>3 Yr Term - June</u>	<u>Parks & Beautification</u> <u>Committee</u> <u>2 Yr Term December</u>	<u>Library Board of</u> <u>Directors</u> <u>2 Yr Term - December</u>
1st & 3rd Mon 7 pm	3rd Thurs 7 pm	1st Tues. 7 pm	2nd Thurs 7 pm	Quarterly as needed
Travis Bailey Ward 1 (05-2015) 412 Oklahoma Avenue 666-1492	Chairman (04-2016) Jim Winton 1136 Heatherwood 857-9436	(06-2016) Kurt Krakowian 804 Pebble Creek Cr. 855-1139	(12-2016) Ray Manzo 1127 S. Haven 315-6561	(12-2016) Eric Ames 249 Fieldcrest Dr. 710-1576
Mayor Wilbert (Walky) Wachtendorf Ward 1 (05-2016) 328 Travis 666-3759	(04-2016) Bradley T. Turner 600 Yukon Pass 723-4912	(06-2016) Bobby Wolske 109 Devonshire 366-4743	(12-2015) Brandon Fuller 504 Aspen Incline Dr. (817) 648-6378	(12-2015) Gayle H. Shipp 704 Cheyenne Trail 495-1044
Bill Fuller Ward 2 (05-2016) 218 Chelsea/PO Box 568 666-3304	(04-2017) Douglas Bergen 264 Earle Rd. 666-0855	(06-2016) Walter H. Peterson 500 Moss Hill Rd. 757-5128	(12-2015) Kevin Summers 208 Russell 349-2533	Secretary (12-2016) Mary Anna Roch 708 Regina 666-0886
James Vidrine Ward 2 (05-2015) 504 Rowan Oak 666-2115	(04-2017) Charles Howard 155 Ellis Farm Rd. 732-4746	(06-2017) VACANCY	(12-2015) Fred Bridger 613 Durango Circle 749-8810	(12-2016) Lydia Dashner 520 Angel Fire Dr. 666-9623
Mayor Pro Tem Ed Passalugo Ward 3 (05-2015) 137 E. Chapman Rd. 420-1926	(04-2017) R. Don Vardeman 432 S First St. 666-2670	(06-2017) Charlie Turner 209 Laredo 666-0087	(12-2016) Lloyd Coffman 807 Attaway 855-3655	(12-2016) Jerry Waltman 1205 Steamboat Drive 666-9459
Ronnie McNiel Ward 3 (05-2016) 960 Lands End Cove 717-2752	Alternate (04-2016) L. Bruce Dollens 1217 Darbyton 644-9437	(06-2017) Michael Lee Hix 336 Bowie Lane 723-5071	(12-2016) Robert Smith 412 Texas Avenue 420-2599	Treasurer (12-2015) Shirlene Lands 217 W. Warren P. O. Box 133 666-3490
Alex Snider At Large (05-2015) 1017 Wind Hill (281) 734-7622	Alternate (04-2016) VACANCY	(06-2017) John J. Baker 317 Bonham Drive 235-0464	(12-2016) Ruth D. Coffman 807 Attaway 855-6883	President (12-2015) Sally Goldman 132 Texas 666-2436

Updated: 04/14/2015



COUNCIL WORKSHOP AGENDA ITEM #2.c

MODEL SMOKING ORDINANCE

(Approved at meeting of Waco McLennan County Public Health
District Board on 2/20/2002 -- Amendments approved 9/17/2008)

Section 1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *Business* means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making or non-profit purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.
2. *Director* means the Director of the Waco-McLennan County Public Health District or the director's designated representative.
3. *Electronic Smoking Device* shall mean an electronic or battery operated device that delivers vapors for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah or any other product name or descriptor.
4. *Employee* means any person who is employed by any employer in the consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a non-profit entity.
5. *Employer* means any person, partnership, corporation, including a municipal corporation, or non-profit entity, which employs the services of one or more individual persons.
6. *Enclosed or Enclosed Area* means all space between a floor and ceiling, that is bounded on at least two sides by walls, doorways, or windows, whether open or closed to include parking garages. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind.
7. *Food Establishment* means any operation engaged in the preparation of food, which gives food or offers food for sale to the public, guests or employees. .
8. *Park* means the outdoor areas of land dedicated and used as parkland, or city- owned land used for a park or recreational purpose that is under the administrative control of the Parks and Recreation Department. The term includes city-owned athletic fields, nature preserves, golf courses and swimming pools
9. *Place of Employment* means any area under the control of a public or private employer which employees may frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and class rooms, employee cafeterias, hallways, construction sites, temporary offices and vehicles. A private residence is not a "place of employment" unless it is used as a childcare, adult day care or health care facility.
10. *Playground* means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports

activities, or any similar facility located on public or private school grounds or on [City or County] grounds.

11. *Public* means ordinary people in general; the community, open to or shared by all the people of an area
12. *Public Event* means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers' markets, festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.
13. *Public Place* means any enclosed area to which the public is invited or in which the public is permitted or is a place of employment and includes but is not limited to: retail stores; grocery stores; offices; professional, commercial or financial establishments; public and private institutions of education; food establishments; health care facilities; nursing and convalescent homes; residential treatment facilities; child care facilities; laundromats, buildings owned or occupied by political subdivisions; public transportation facilities and vehicles; reception areas; theaters and waiting rooms. For the purpose of this section, a "public place" does not include a private residence.
14. *Retail Electronic Smoking Device Store* means any commercial establishment that derives at least fifty-one (51) percent of its annual gross receipts from the sale of electronic smoking devices and accessories.
15. *Retail Tobacco Store* means any commercial establishment that derives at least fifty-one (51) percent of its annual gross receipts from the sale of tobacco and tobacco accessories.
16. *Smoke* shall mean the gases, particles or vapors released into the air as a result of combustion, electrical ignition or vaporization, including from an electronic smoking device, when the purpose of the combustion, electrical ignition or vaporization is human inhalation of the gases, particles or vapors. Smoke does not mean the combustion of material solely for olfactory purposes that does not contain any tobacco or nicotine.
17. *Smoking* and "smokes" shall mean engaging in an act that generates smoke, such as possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, a lighted cigarette, or an operating electronic smoking device.
18. *Tobacco* means any tobacco, cigarette, cigar, pipe, weed, or plant, which may be utilized for smoking, chewing, inhalation or other means of ingestion or absorption.

Section 2. Nonsmoking areas in public places

- (a) Smoking is hereby prohibited in all enclosed public places as well as the following non-enclosed public places: public events held on City owned property, Parks and Playgrounds within the city limits of the City of _____ Texas.
- (b) All enclosed facilities including buildings and vehicles owned or occupied by the City of _____, Texas will be subject to the provisions of this article.
- (c) Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment, facility or business may declare that entire establishment, facility or business as nonsmoking.

Section 3. Smoking prohibited in places of employment.

- (a) It shall be the responsibility of employers to provide a smoke free workplace for all employees, but employers are not required to incur any expense to make structural or other physical modifications.
- (b) Within 90 days of the effective date of this article, each employer, who has an enclosed place of employment located within the City of _____, Texas shall make known to employees that smoking shall be prohibited in all enclosed facilities within a place of employment without exception. This includes but is not limited to common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms and vehicles.

Section 4. Reasonable distance.

Smoking shall only occur at a reasonable distance of twenty-five (25) feet or more outside any entrances, windows, ventilation systems or any other openings of an enclosed area where smoking is prohibited to insure that smoke does not enter the area.

Section 5. Where smoking is not regulated.

- (a) Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from Section 2:
 - (1) Private residences, except for residences used as a day care, adult day care or health care facility.
 - (2) Retail Tobacco Stores and Retail Electronic Smoking Device Stores that have an enclosed, separately ventilated smoking room that exhausts directly to the outside environment.
 - (3) Outdoor areas of places of employment except those covered in Section 4 of this article.
 - (4) No more than twenty-five percent (25%) of hotel and motel rooms rented to guests. Rooms for smoking must be clearly designated as such.
- (b) Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment or business described in this section may declare that entire establishment as nonsmoking.

Section 6. Posting of Signs

- (a) "No Smoking" signs in English and Spanish or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted at every entrance to every building or other area where smoking is prohibited by this article, by the owner, operator, manager or other person who has control of such building or other area.
- (b) All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this article by the owner, operator, manager or other person who has control of such area.

Section 7. Electronic Smoking Devices

7.1. Possession, Purchase, Consumption or Receipt of Electronic Smoking Device by Minors Prohibited

- (a) A person who is younger than 18 years of age commits an offense if the individual:
 - (1) Possesses, purchases, consumes or accepts an electronic smoking device; or
 - (2) Falsely represents himself or herself to be 18 years of age or older by displaying proof of age that is false, fraudulent or not actually proof of the individual's own age in order to obtain possession of, purchase or receive an electronic smoking device.
- (b) It shall be a defense to prosecution for a violation of this section if the individual younger than 18 years of age possessed the electronic smoking device in the presence of:
 - (1) An adult parent, a guardian or a spouse of the individual; or
 - (2) An employer of the individual, if possession or receipt of the electronic smoking device is required in the performance of the employee's duties as an employee.
- (c) It shall also be a defense to prosecution for a violation of this section that the individual younger than 18 years of age is participating in an inspection or test of compliance in accordance with Section 161.088, Health and Safety Code.

7.2. Sale of Electronic Smoking Device to Persons Younger Than 18 years of Age Prohibited; Proof of Age Required

- (a) A person or retailer commits an offense if the person or retailer with criminal negligence:
 - (1) Sells, gives or causes to be sold or given an electronic smoking device to someone who is younger than 18 years of age; or
 - (2) Sells, gives or causes to be sold or given an electronic smoking device to another person who intends to deliver it to someone who is younger than 18 years of age.
- (b) If an offense under this section occurs in connection with a sale by an employee of the owner of a store in which electronic smoking devices are sold at retail, the employee is criminally responsible for the offense and is subject to prosecution.
- (c) It is a defense to prosecution under subsection (a)(1) that the person to whom the electronic smoking device was sold or given presented to the defendant apparently valid proof of identification.
- (d) A proof of identification satisfies the requirements of subsection if it contains a physical description and photograph consistent with the person's appearance, purports to establish that the person is 18 years of age or older and was issued by a governmental agency. The proof of identification may

include a driver's license issued by this state or another state, a passport or an identification card issued by a state or the federal government.

7.3. Vendor Assisted Sales Required; Self-Service Merchandising Prohibited

- (a) Except as provided by Subsection (b), a retailer or other person may not:
 - (1) Offer electronic smoking devices for sale in a manner that permits a customer direct access to the electronic smoking device;
 - (2) Offer for sale or display for sale electronic smoking device by means of self-service merchandising; or
 - (3) Install or maintain an open display unit containing electronic smoking device.
- (b) It is a defense to prosecution under subsection (a) if:
 - (1) A facility or business is not open to persons younger than 18 years of age at any time;
 - (2) A facility or business is a premises for which a person holds a package store permit issued under the Alcoholic Beverage Code; or
 - (3) An open display unit is located in an area that is inaccessible to customers.

Section 8. Enforcement

- (a) The Police Department of the City of ____, Texas is responsible for enforcement of Section 7 of this Article. The Director or the director's designated representative of the Waco-McLennan County Public Health District is responsible for the enforcement of the remainder of this article.
- (b) Complaints against persons violating this article shall be made to the Director or the director's representative for investigation and, if warranted, to the office of the city attorney for prosecution.
- (c) The Waco-McLennan County Public Health District, building official, code enforcement officer, or the fire department shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance of this ordinance.
- (d) Any owner, manager, operator or employee of any establishment regulated by this article shall inform persons violating this article of the appropriate provisions thereof.

Section9. Violations and Penalties

- (a) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this article to fail to comply with any of its provisions.

- (b) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this article.
- (c) Any person who violates any provision of this article shall be subject to the penalty for violating this ordinance as provided for in Sec. ____ of the Code of Ordinances of the City of _____, which shall be a minimum fine of not less than \$50.00 nor more than a maximum fine of \$500.00 as follows:
 - (1) A fine not to exceed fifty dollars (\$50.00) for a first violation.
 - (2) A fine not to exceed two hundred dollars (\$200.00) for a second violation of this article within one (1) year.
 - (3) A fine not to exceed five hundred dollars (\$500.00) for each additional violation of this article within one (1) year.

Section 10. Severability

If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provisions or regulation contained therein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this ordinance to be severable for that purpose.

Section 11. Conflict with other ordinances

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

Section 12. Other applicable laws

Nothing in this article excuses noncompliance with any federal or state law, city ordinance or any rule or regulation adopted pursuant thereto that prohibits smoking.

Section 13. Inclusion in the Code

It is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become and be part of the Code of Ordinances of the City of _____, Texas, and that sections of this ordinance be renumbered or relettered to accomplish such intention.

Section 14. Effective date

This article shall be effective thirty (30) days from and after the date of adoption.

Section 15. Compliance to notice and open meetings requirements of the Texas Open Meetings Act

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2015

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the Council Workshop/Regular Meeting of April 6, 2015.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

MINUTES OF A CITY COUNCIL WORKSHOP/MEETING HEWITT CITY HALL – 105 TAMPICO DRIVE April 6, 2015 - 5:30/7:00 PM

Members Present: Mayor Wilbert “Walky” Wachtendorf (presiding), Mayor Pro Tem Ed Passalugo, Council Members Bill Fuller, James Vidrine, Travis Bailey, and Alex Snider

Members Absent: Ronnie McNiel

Staff Present: City Engineer Miles Whitney, City Attorney Charlie Buenger, City Manager Adam Miles, Assistant City Manager James Barton, Fire Chief Lance Bracco, Police Chief Jim Devlin, Deputy Police Chief Tuck Saunders, Utilities Director James Black, Finance Director Lee Garcia, HR Generalist Tierny Krueger, and City Secretary Lydia Lopez

Staff Absent: Library Director Waynette Ditto and HR/Civil Service Director Susana Garcia-Gilmore

Workshop – 5:30 PM

1. Mayor Wachtendorf called the meeting to order at 5:30 PM.
2. City Manager presented an update on municipal business:
 - a. Report from City Engineer was presented including review and discussion of Capital Improvement Projects.
 - b. Briefing and discussion was held concerning Public Safety operations – Police & Fire.
 - c. Briefing and discussion was held concerning code violations.
 - d. Briefing and discussion was held concerning Walmart construction.
 - e. Briefing and discussion was held concerning the proposed sports complex.
3. The regular meeting agenda items were reviewed.
4. *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Alex Snider to convene the Executive Session at 6:14 PM pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:*
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
 - **Pursuant to §551.074 - Personnel Matters.** (Council will meet in Executive Session to discuss the annual evaluation of the City Manager.)
5. *Close Executive Session. A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Alex Snider to close the Executive Session at 6:58 PM, all six in favor, motion passed.*

6. Adjourn.

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER.** Mayor Wachtendorf called the meeting to order at 7:00 PM.
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – Mayor Wachtendorf led the Pledge of Allegiance.
3. **SPECIAL PRESENTATION OF PROCLAMATION – “NATIONAL SERVICE RECOGNITION DAY”** – Mayor Wachtendorf presented the proclamation to Mr. Bobby Felkner, Volunteer with McLennan Community College Retired and Senior Volunteer Program.
4. **CONSIDER APPROVAL OF MINUTES OF THE COUNCIL WORKSHOP/ REGULAR MEETING OF MARCH 16, 2015.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Travis Bailey to approve the minutes as submitted but allow for corrections; all six in favor, motion passed.*
5. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** NONE
6. **CONSIDER REAPPOINTMENTS TO THE BOARD OF ADJUSTMENT.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Travis Bailey to reappoint Douglas Bergen, Charles Howard and Don Vardeman for a two year term; all six in favor, motion passed.*
7. **AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL COOPERATION ACT AGREEMENT FOR MICROSURFACING OF SELECTED PUBLIC ROADS IN MCLENNAN COUNTY ROAD SYSTEM, PRECINCT 1.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Travis Bailey to approve; all six in favor, motion passed.*
8. **ADJOURN.** *Motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Alex Snider to adjourn the meeting at 7:08 PM, all six in favor, motion passed.*

Approved: April 20, 2015

Lydia Lopez, City Secretary

Wilbert Wachtendorf, Mayor



ITEM #4 – HEARING OF VISITORS

CITIZEN PARTICIPATION AT MEETINGS

1. All citizens are encouraged to discuss matters of concern with the staff and individual council members prior to placing items on the agenda. Many times this will expedite a resolution or allow proper investigation of the matter for presentation to the entire council.

NO CITIZEN NOR STAFF MEMBER MAY SPEAK NOR OTHERWISE INTERRUPT ANY MEETING UNTIL RECOGNIZED BY THE PRESIDING OFFICER.

2. To maintain decorum at public hearings, the mayor will ask the citizens present if they wish to speak for or against the item on the agenda. If so, they will be given an opportunity to do so at the proper time, when recognized by the chair. If more than five citizens wish to address the council on any single agenda item, those citizens are advised to select spokespersons to present their case.
3. Citizens who wish to bring up a matter that pertains to city business or address an item on the agenda may do so, but only under the agenda item “Hear Visitors.” **The council is prohibited by law from discussing or acting on any item that has not been posted on the agenda.**
4. **Citizens addressing the city council on items not on the agenda shall be limited to five minutes each. Total time for presentations on any one item or topic shall be limited to twenty-five minutes. The city council members shall not enter into discussion on any subject not properly placed on the agenda; however, the council members may ask questions for clarification purposes.**
5. As a general rule, citizens may not participate in the discussion of the council workshop session.

Complete the following information and give this page to the City Secretary before the mayor calls the meeting to order. (Keep page 2, Citizen Participation Procedures.)

CITY OF HEWITT

Remember, city council members cannot enter into discussion on any subject not properly placed on the agenda.

CITY COUNCIL MEETING DATE: 4-20-15

AGENDA ITEM NUMBER: _____ FOR _____ AGAINST _____

NAME: Bob Potter

ADDRESS: 409 W WALL ST HEWITT TX

TOPIC: SEWER RATES



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 20, 2015

AGENDA ITEM #: 5

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Authorize the city manager to negotiate and execute a contract with Barnett Construction, for off-site drainage and dirt work related to the city hall and library construction project not to exceed \$79,750.

STAFF RECOMMENDATION/ITEM SUMMARY:

Prior to developing the Guaranteed Maximum Price (GMP) for the City Hall/Library project, Keith Helpert with K4 Construction received and opened bids for all phases of the project. At the time of bidding, the plans and specifications included a portion of off-site drainage and dirt work. This work is located in the city owned lot immediately adjacent to the City Hall/Library site. In discussion with K4, this off-site portion of work did not need to be included with his GMP for the project, rather, the City would be better served contracting directly with Barnett Construction (the low bidder). Approval of this item would authorize the City Manager to enter in to a contract with Barnett in an amount not to exceed \$79,750.

ATTACHMENTS:

Bid documentation

PROPOSAL

BARNETT CONTRACTING, INC.

7703 Bagby

Waco, Texas 76712-6924

Phone Number 254-666-7117

Phone Number 254-666-7118

Fax Number 254-666-7119

email mike@barnettcontracting.com

15-109R

Proposal to : K-4 CONSTRUCTION		JOB HEWITT CITY HALL HEWITT, TX	
Attention KEITH		Bid Date 2/19/2015 REVISED 2/25/15	
Fax Number 662-9274		Phone Number 662-9311	

☐ **REVISED**
☐ **Reply ASAP**
☐ **Please Comment**
☐ **Preliminary**
☐ **Scope only for review**

ADDENDA ACKNOWLEDGED 1 THRU 3

Proposal for :

SITework

SILT FENCE, CONSTRUCTION ENTRANCE, SITE EXCAVATION, SITE FILL, UNDERCUT BUILDING, EXPORT EXCESS, INSTALL SELECT FILL, PREP SUBGRADE, LIME STABILIZATION UNDER PARKING, SLEEVES, TOPSOIL AND FINAL GRADING. (EXCLUDES POND AND PHASE 2)

\$196,750.00

OPTIONAL ADDS

INSTALL WATER AND SEWER TO WITHIN 5' OF BUILDING & FIRE RISER 1' ABOVE FF.

\$80,000.00

INSTALL DRAINAGE INCLUDING PIPING, INLETS, HEADWALLS PER CIVILS

\$68,250.00

DET POND AND PHASE 2 COSTS

EXCAVATION AND EXPORT EXCESS SOIL FOR POND AND PHASE 2

\$23,000.00

INSTALL 30" HDPE PIPE AND 5' INLET FOR PHASE 2 PARKING.

\$11,750.00

INSTALL CONCRETE VALLEYS AND RIP RAP IN POND AND SWALE.

\$45,000.00

ALTERNATE 1

INSTALL CURB AND GUTTER, DRIVE APPROACHES, 6" PUG BASE, 1.5" ASPHALT IN LIEU OF CONCRETE PAVING.

ADD \$174,000.00

(EXCLUDES STRIPING)

ALTERNATE 2

INSTALL LIME STABILIZATION AND 6" CRUSHED STONE ON OVERFLOW PARKING

ADD \$56,500.00

NOTE: EXCLUDES SEEDING, SODDING & LANDSCAPING. NO STRUCTURAL CONCRETE. NO CONCRETE PAVING OR SIDEWALKS.

ADD 2% IF WE BOND OUR WORK (\$8,500 base bid).

\$ 424,750.00 BASE BID

NOTE: PROPOSAL MAY BE WITHDRAWN
IF NOT ACCEPTED IN 10 DAYS

<subject to award by owner>

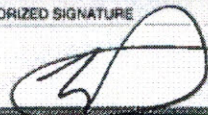
ACCEPTANCE of PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted

You are authorized to do the work as specified

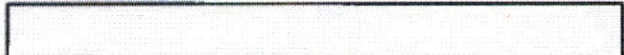
Payment will be made : NET ON COMPLETION IN FULL
WITH MONTHLY PROGRESS PAYMENTS NET 10th PROX

AUTHORIZED SIGNATURE



MIKE BARNETT

AUTHORIZED SIGNATURE



DATE



city hall prop rev 22515 2/25/2015



H & B CONTRACTORS, INC.

EXCAVATING, PAVING & UTILITIES

PO BOX 1998 • WACO, TEXAS 76703 • (254) 848-4461 • fax (254) 848-5693

February 19, 2015

RE: Hewitt City Hall

We propose to provide all labor, equipment, and material to perform the following:

- Layout and supervision for our portion of the work
- Install erosion controls. Maintenance by H&B while we are onsite
- Saw cut at tie-ins
- Remove 2' of existing soils at the building (2' overbuild) and replace with red sandy clay select fill to 5" below finished floor
- Excavation and fill to proposed pavement subgrades +/- .10'
- Excavation and fill to 6" below finished grade everywhere else +/- .10'
- Lime stabilization under the proposed concrete and gravel areas as shown on plans (conc pvmt by others)
- Install 6" crushed stone base in areas shown
- Install topsoil salvaged from onsite material, machine spread only +/- .10'

For the sum of \$ 335,000.00

H&B 570,810.1
COMPARED TO
BARNETT 424,750.1

We propose to add the following to our base bid:

- Install concrete flume, concrete channel, and concrete channel in pond. Includes overflow flume

Add the sum of \$85,000.00 to the base bid

We propose to add the following to the base bid: HMAC alternate

- Install curb and gutter and laydown curb
- 6" CTB and 1.5" HMAC

Add the sum of \$158,000.00 to the base bid

We propose to add the following to the base bid: Storm Drain

- As shown on sheet as shown on sheet C-5 and C-6, Addendum # 2

Add the sum of \$106,650.00 to the base bid

We propose to add the following to the base bid:

- On site water as shown in sheet C-5 including 6" water line connection to existing 8" water line and 6" dr-14 c-900 pvc installed to within 5' from building with connection to building by others.
- 2" meter assembly for domestic water (backflow preventer for domestic water is not shown and therefore is not included). Connection to building by others
- 1.5" meter assembly for irrigation service (irrigation backflow preventer by others)
- Sewer line, as shown on sheet C-5 with connection to 6" clean out and 6" pvc to within 5' from building with connection at this point by others

Add the sum of \$15,500.00 to the storm drain bid

We propose to add the following to the base bid: offsite 12" water line, including

- Relocate fire hydrant assembly
- Connect to existing 12" water line at location of fire hydrant
- Connection to existing 12" water line with 12" tee and 3 ea. 12" valves

Add the sum of \$28,660.00 to the storm drain bid

Exclusions:

- Concrete Pavement
- Moving of existing stockpiles
- SWPPP or notice of intent
- Staking for any purposes other than our own
- Locating, adjustment, or relocating of any existing utilities
- Testing, bond or permits
- Seeding or Sod
- Sidewalks or dumpster pads
- Sleeves
- Grade beam excavation or backfill
- Waste of materials generated by other contractors
- Any items not specifically included

We acknowledge addendum's 1 through 3

Sincerely,

Jason Platt
Senior Estimator

PROPOSAL

CHAMPION SITE PREP, INC.

455-A HIGHWAY 195
GEORGETOWN, TX 78633
512-863-3453 / FAX 512-863-3463
JOSH@DIGDIRT.COM

DATE: 02/19/15
TO: K4 CONSTRUCTION
ATTENTION: KEITH HELPERT
FAX: 254-662-9274

JOB NAME: CITY HALL AND PUBLIC LIBRARY
ESTIMATOR: JOSH WEBER
LOCATION: HEWITT, TX
OFFICE: 254-662-9311

PERFORMANCE & PAYMENT BOND AVAILABLE UPON REQUEST (A+ RATING)

THIS PROPOSAL BASED ON PLANS FROM BARNETT CONTRACTING, INC DATED 2/10/2015

- 1 CLEAR AND GRUB SITE - DOES NOT INCLUDE DEMO UNLESS LISTED
SAWCUT, DEMOLISH, AND HAUL OFF PAVEMENT AND CURB AT DRIVEWAY TIE-INS FOR OUR WORK ONLY
DOES NOT INCLUDE ABATEMENT, 10-DAY NOTICE POSTING, DEMO PERMITS, HAZMAT HANDLING, ETC
CLEARING FOR OTHER SUBS OUTSIDE OUR GRADING LIMITS (I.E. OFFSITE UTILITIES) IS NOT INCLUDED
- 2 STRIP SITE (MATERIAL APPROVED FOR RESPREAD WILL BE STOCKPILED - IMPORT TOPSOIL NOT INCL)
- 3 CUT AND FILL SITE TO GRADE +/- .10
ALL SITE EMBANKMENTS TO UTILIZE ONSITE MATERIAL, AS EXCAVATED
WATER MUST BE AVAILABLE ONSITE, METER PROVIDED BY GC. DOES NOT INCLUDE WATER TRANSPORT FROM OFFSITE
LAYOUT AND GRADING/ENGINEERING FOR OUR WORK INCLUDED IF DWG FILE IS PROVIDED
GRADES SHOWN ON CIVIL DRAWINGS WILL BE FOLLOWED
ANY PROBLEMS WITH A.D.A. GRADES MUST BE ADDRESSED AND CORRECTED BY GC OR ENGINEER
- 4 REMOVE 12 INCHES EXISTING FAT CLAY SOILS FROM UNDER BLDG WITH A 2 FT OVERBUILD
- 5 SELECT FILL BUILDING PADS WITH ONSITE PROCESSED MATERIAL OR IMPORTED MATERIAL MEETING SPECS
MINIMUM SELECT FILL THICKNESS IN CUT AREAS IS 12"
BLD PAD WILL BE CONSTRUCTED FLAT PER THE CIVIL FFE WITH NO RAMPS, PITS, OR SLOPES
BLD PAD WILL BE CONSTRUCTED PER THIS DESCRIPTION. ANY CONFLICTING METHOD SHOWN IN UPDATED
ADDENDA, STRUCTURALS, OR GEOTECH REPORT IS NOT INCLUDED UNLESS DESCRIBED HERE
- 6 EXCAVATE/ROUGH GRADE POND, GREEN AREAS, CONCRETE AREAS, ETC (DOES NOT INCLUDE WALLS, FOOTINGS, ETC)
OVERCUT, CLAY LINER, GEOMEMBRANE, GABION, SAND BED, PVC, IS NOT INCLUDED UNLESS LISTED
DOES NOT INCLUDE RE-IRRIGATION AREAS, TILLING, MIXING OF SOILS
- 7 SUBGRADE PREP - 6" LIME STABILIZE ONSITE MATERIALS 6%, COMPACT TO 95%, & BLUETOP FOR PAVING
- 8 ALL PAVEMENT ASSUMED CONCRETE (BY OTHERS)
SEE ALTERNATE PRICING BELOW FOR ASPHALT OPTION
ASPHALT PRICES VALID THRU MARCH 31, 2015. PAVING AFTER THIS DATE SUBJECT TO CHANGE
NOT RESPONSIBLE FOR DRAINAGE / PONDING ISSUES ON SLOPES DESIGNED AT 1% OR LESS
- 9 DOES NOT INCLUDE EROSION CONTROLS, TREE PROTECTION, CONSTRUCTION ENTRANCES, FENCING, UTILITIES
- 10 MACHINE BACKFILL ONSITE MATERIAL TO WITHIN 4" TOP OF CURB
WE PROPOSE TO USE AVAILABLE ONSITE MATERIAL FOR BACKFILL OF CURBS; AS IT IS EXCAVATED;
WITH NO SCREENING, PROCESSING OR REMOVAL OF ROCKS

TOTAL \$ 251,000.00

ADD ALTERNATE #1 - ASPHALT PAVEMENT	ADD:	\$	209,000.00
PROVIDE AND PLACE 8,019 SY 1.5" HMAC OVER 6" FLEX BASE PER PLANS AND SPECS (1 MOBILIZATION) ASPHALT PRICES VALID THRU MAY 31, 2015. PAVING AFTER THIS DATE SUBJECT TO CHANGE			
ADD ALTERNATE #2 - ADDITIONAL PARKING	ADD:	\$	56,000.00
PROVIDE AND PLACE 3,621 SY 6" FLEX BASE PER PLANS AND SPECS SUBGRADE PREP - LIME STABILIZATION AS NOTED ABOVE			

BARNETT
219,750.-

BARNETT
174,000.-

BARNETT
56,500.-

CONTRACTUAL AGREEMENT MUST BE BASED ON THIS PROPOSAL AND ALL SCOPE CLARIFICATIONS, DESCRIPTIONS, QUANTITIES, AND EXCLUSIONS AS LISTED. ITEMS NOT SPECIFICALLY LISTED ON PROPOSAL ARE NOT INCLUDED. PLEASE CONTACT US IF YOU HAVE ANY SCOPE QUESTIONS. CHAMPION WILL NOT BE RESPONSIBLE FOR COST INCREASES AFTER 30 DAYS.

****EXCLUSIONS****

- ▶ TESTING, PERMITS, SWPPP, BONDS, WATER METER OR OFFSITE WATER TRANSPORT, TRAFFIC CONTROL,
- ▶ LANE CLOSURES, LAYDOWN AREAS, TEMP ACCESS ROADS, TEMP FIRE LANES OR CHIP SEAL,
- ▶ PAVING IN MORE THAN ONE LIFT OR SEPARATE MOBILIZATIONS,
- ▶ FINAL BLD CORNER LAYOUT, LAYOUT FOR OTHER CONTRACTORS (E.G. CURB AND GUTTER, UTILITIES, ETC)
- ▶ STRIPING, SIGNS, WHEELSTOPS, SPEEDHUMPS, ASPHALT BUMPS, GABIONS, RIP RAP, MULCH SOCKS, INLET PROT,
- ▶ HYDROMULCH/SEEDING, ROOT SAWING, ARBORIST INSPECTIONS, TREE PROT., PRUNING, HAND CLEARING, FERTILIZING
- ▶ CAPILLARY FILL, SAND CUSHIONS, LIME / CEMENT STABILIZATION, PAVERS, ROCK WALLS, SHORING/SLOPE PROT,
- ▶ CLAY LINER, GEO-FABRIC, QA / QC PLAN OR SURVEY FOR PONDS, BENTONITE, PERFORATED PVC, EROSION BLANKETS,
- ▶ STRUCTURAL FILL BENEATH CANOPIES, SIDEWALKS, DRIVE THRU, PLAY COURTS, TRACKS, PITS, FOOTINGS
- ▶ FINAL SIDEWALK GRADING, REMOVAL OF SELECT FILL OR CLAY CAP BACKFILL AROUND BUILDING PERIMETER,
- ▶ EXCAVATION OR BACKFILL FOR FOOTINGS, TRENCHES, BEAMS, WALLS, MISC. STRUCTURES, ETC.
- ▶ REMOVAL OF ROCKS / BOULDERS OUT OF EXISTING FILL IF NOT REPRESENTED ON BORING LOGS OR PLANS
- ▶ IMPORTED TOPSOIL, HAND WORK, FINE GRADING, RAKING, ROCK REMOVAL, SCREENING, LANDSCAPING
- ▶ HAUL OFF OF SPOILS FROM OTHER CONTRACTORS, UTILITIES, PIERS, BEAMS, ETC.
- ▶ GROUNDWATER MITIGATION, PUMPING, OR RE-WORKING DUE TO GROUND WATER, VAPOR BARRIERS,
- ▶ REMOVAL / REPLACEMENT OF UNSATISFACTORY MATERIALS UNLESS LISTED ON PROPOSAL,
- ▶ ASBESTOS / HAZARDOUS MATERIAL REMOVAL OR ABATEMENT,
- ▶ ROCK EXCAVATION IF NOT SPECIFIED ON PROPOSAL
- ▶ DAMAGE TO CONDUIT, SLEEVES, PIPE, OR UTILITIES THAT ARE NOT AT LEAST 12" BELOW SUBGRADE
- ▶ LOCATING, MARKING, UNCOVERING ANY UTILITIES THAT ARE NOT LOCATED / MARKED BY ONE-CALL SERVICE
- ▶ REPAIR / REPLACEMENT OF FINISHED SURFACES DAMAGED BY OTHERS,
- ▶ DAMAGE TO ROADWAYS / SURFACES CAUSED BY LEGAL WEIGHT / RUBBER TIRE LOADS
- ▶ ADJUSTMENTS OR CALCULATIONS OF A.D.A. GRADE ISSUES IF DIFFERENT FROM PLANS

ASPHALT PAVING QUALIFICATION:

All material quoted is based on the 2004 Texas Dept. of Transportation Specification Item 340. This is the accepted standard for producing and placing HMAC in Texas. Item 340 is a "Method Specification" meaning that the Engineer and or Owner's Testing Representative will have site control in achieving the desired results - including mix design and in-place densities. 91% Density cannot be guaranteed in irregular or compact areas. Item 340 contains provisions when in-place densities are not achieved - and we will follow those provisions only.

DATE

CHAMPION SITE PREP, INC.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do work as DESCRIBED. Payment will be DUE WITHIN 30 DAYS.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

The terms of this Proposal shall control in the event of any conflict or inconsistency with the terms of any contract, subcontract or contract documents subsequently entered into between the parties related to this project. By entering into such a contract or subcontract,

Contractor/Owner hereby accepts all of the terms, conditions, exclusions, clarifications and qualifications contained in this Proposal, whether or not such Proposal has been fully executed.

DATE

AUTHORIZED SIGNATURE



8575 Gholson Rd.
Waco, TX 76705
V 254-829-0001
F 254-829-3107

February 19, 2015

Hewitt New City Hall and Library

This bid is to provide all labor, material and equipment to install the proposed sewer, drain, fire and water items listed on the plan dated 1-23-2015 and quantities listed below.

Base Bid Pad

Item #	Description	Qty	Unit Price	Total Price
1	Building Pad. Includes excavating 18"-30" of the existing soil and backfill with select fill to specs. Includes over excavation.	LS 1.0	\$104,343.00	\$104,343.00

Base Bid Grading

Item #	Description	Qty	Unit Price	Total Price
2	Parking Lot Grading. Includes excavation and haul off of approximately 6" of the existing soil to grade, lime stabilization of 6" of the existing soil and compaction to specs.	SF 1.0	\$41,191.00	\$41,191.00

NO DETENTION
POND,
NO SWPPP,
NO SLEEVES,
NO TOPSOIL,
NO SITE
CUT/FILL

Alternate #2 Grading

Item #	Description	Qty	Unit Price	Total Price
3	Alt 2: Parking Lot Grading. Includes excavation and haul off of approximately 12" of the existing soil to grade, installation of 6" of cement treated base and compaction to specs.	SF 1.0	\$95,084.00	\$95,084.00

Addendums acknowledged: #1, #2, and #3.

Exclusions:

Revegetation and watering
Repairing unmarked utility lines and wires
Tree protection
Seeding or sodding
Fence removal and replacement

Permits
Bonding
Surveying and staking
Resurveying
Surface replacement

Sincerely

David Salmeri

David Salmeri

Accepted by: _____

Signature

Date

By signing this proposal, you are stating that you have read and agree with the terms herein. This quote is based on our interpretation of plans and detail provided and does not include anything other than what is expressly stated. Terms are net 30 days. Retainage can be held for no longer than 30 days after the phase performed by Quality Construction and Transporters is complete. This is a unit price bid. The actual amount invoiced will be based on the quantity actually installed or performed. No addendums acknowledged unless stated above.



8575 Gholson Rd.
Waco, TX 76705
V 254-829-0001
F 254-829-3107

February 19, 2015

Hewitt New City Hall and Library

This bid is to provide all labor, material and equipment to install the proposed sewer, drain, fire and water items listed on the plan dated 1-23-2015 and quantities listed below.

Item #	Description	Qty	Unit Price	Total Price
1	Mobilization	LS 1.0	\$6,846.00	\$6,846.00
2	12" HDPE drain pipe. Includes excavation, installation, and backfill with excavated material	LF 440.0	\$15.00	\$6,600.00
3	15" HDPE drain pipe. Includes excavation, installation, and backfill with excavated material	LF 100.0	\$19.00	\$1,900.00
4	18" HDPE drain pipe. Includes excavation, installation, and backfill with excavated material	LF 340.0	\$22.00	\$7,480.00
5	24" HDPE drain pipe. Includes excavation, installation, and backfill with excavated material	LF 160.0	\$30.00	\$4,800.00
6	30" HDPE drain pipe. Includes excavation, installation, and backfill with excavated material	LF 620.0	\$43.00	\$26,660.00
7	2" SCH-40 Sleeve. Includes excavation, installation, and backfill with excavated material	LF 1320.0	\$3.00	\$3,960.00
8	3" SCH-40 Sleeve. Includes excavation, installation, and backfill with excavated material	LF 40.0	\$5.00	\$200.00
9	4" SCH-40 Sleeve. Includes excavation, installation, and backfill with excavated material	LF 120.0	\$5.00	\$600.00
10	18"x18" Junction box with standard R&C. Includes excavation, installation, and backfill with excavated material	EA 3.0	\$1,000.00	\$3,000.00
11	2'x2' grate inlet. Includes excavation, installation, and backfill with excavated material	EA 5.0	\$1,098.00	\$5,490.00

12	3'x3' grate inlet. Includes excavation, installation, and backfill with excavated material	EA	1.0	\$2,330.00	\$2,330.00
13	5' curb inlet with standard R&C. Includes excavation, installation, pour in place lid (to Waco Specs) and backfill with excavated material	EA	2.0	\$4,928.00	\$9,856.00
14	6" SCH-40 Sewer line. Includes excavation, installation, and backfill with excavated material	LF	80.0	\$22.00	\$1,760.00
15	Tie to Ex sewer stub out with the 6" line listed above.	EA	1.0	\$235.00	\$235.00
16	End of line clean out at building	EA	1.0	\$703.00	\$703.00
17	6" C-900 Fire line and in building riser. Includes excavation, installation, and backfill select material	EA	1.0	\$8,691.00	\$8,691.00
18	1 1/2" Irrigation service tap, valve, meter, and valve box.	EA	1.0	\$3,013.00	\$3,013.00
19	2" Domestic water service tap, valve, meter and vault.	EA	1.0	\$9,695.00	\$9,695.00
20	2 1/2" SCH-40 domestic water line. Includes excavation, installation, and backfill with excavated material	LF	20.0	\$39.00	\$780.00
21	12" C-900 water main. Includes excavation, installation, and backfill with select material	LF	400.0	\$42.00	\$16,800.00
22	12" Cut in tee and valve. Includes, excavation, installation, valves and chlorination.	EA	1.0	\$10,516.00	\$10,516.00
23	Fire hydrant. Includes excavation, installation, and backfill with excavated material	EA	1.0	\$4,769.00	\$4,769.00
24	Tie the new 12" to the ex 12" tee listed above.	EA	1.0	\$2,024.00	\$2,024.00

Total Bid Price

\$138,708.00

*BARNETT
140,000.00*

Addendums acknowledged: #1, #2, and #3.

Exclusions:

Revegetation and watering
Erosion control
Repairing unmarked utility lines and wires
Tree protection
Clearing of right of way

Tree removal
Tree trimming
Seeding or sodding
Fence removal and replacement
Permits (other than fire)

Bonding
Surveying and staking
Resurveying
Videoing of sewer lines
Surface replacement

Curb and gutter
Compaction testing
Water for testing
Gas line and connections
Electric line or conduit

Sincerely

David Salmeri

David Salmeri

Accepted by: _____

Signature

Date

By signing this proposal, you are stating that you have read and agree with the terms herein. This quote is based on our interpretation of plans and detail provided and does not include anything other than what is expressly stated. Terms are net 30 days. Retainage can be held for no longer than 30 days after the phase performed by Quality Construction and Transporters is complete. This is a unit price bid. The actual amount invoiced will be based on the quantity actually installed or performed. No addendums acknowledged unless stated above.



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 6, 2015

AGENDA ITEM #: 6

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consider and take action to adopt an ordinance authorizing the issuance and sale of City of Hewitt, Texas General Obligation Refunding Bonds, Series 2015; levying an annual ad valorem tax and providing for the payment of said bonds; authorizing execution of a paying agent/registrar agreement, escrow agreement and agreements for municipal advisory and bond counsel services; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

STAFF RECOMMENDATION/ITEM SUMMARY:

After receiving and discussing bid results with Mark McLinney, Senior Managing Director, Samco Capital Markets, Inc., staff recommends taking action to authorize the issuance of the 2015 General Obligation Refunding Bonds.

ATTACHMENTS:

Ordinance authorizing the Issuance and Sale of General Obligation Refunding Bonds, Series 2015

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF HEWITT, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE PAYMENT OF SAID BONDS; AUTHORIZING EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, ESCROW AGREEMENT AND AGREEMENTS FOR MUNICIPAL ADVISORY AND BOND COUNSEL SERVICES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE AND ENACTING OTHER PROVISION RELATING TO THE SUBJECT

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

WHEREAS, certain previously issued and outstanding obligations of the City of Hewitt, Texas (the "Issuer") described in Schedule I attached hereto and incorporated herein (collectively, the "Refunded Obligations") are intended to be and shall be refunded pursuant to this Ordinance;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, BOKF, NA, dba Bank of Texas is a trust company or commercial bank that does not act as a depository for the Issuer, and the Escrow Agreement, wherein BOKF, NA, dba Bank of Texas is the Escrow Agent, hereinafter authorized constitutes an escrow agreement of the kind authorized and permitted by said Chapter 1207;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations in order to produce a debt service savings and to restructure the Issuer's outstanding debt service, and that such refunding will result in a present value debt service savings of \$_____ and an actual debt service savings of \$_____ to the Issuer;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the Bonds hereinafter authorized to be issued and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter

of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the City of Hewitt, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$5,630,000 for the purpose of refunding certain outstanding obligations of the Issuer described in the preamble hereto and to pay the costs incurred in connection with the issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF HEWITT, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2015," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated April 15, 2015, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on July 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amount	Interest Rates
2015	\$ 85,000	
2016	10,000	
2017	10,000	
2018	10,000	
2019	10,000	
2020	10,000	
2021	10,000	
2022	415,000	
2023	420,000	
2024	440,000	
2025	455,000	
2026	470,000	
2027	490,000	
2028	510,000	
2029	535,000	
2030	555,000	
2031	585,000	
2032	610,000	

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints BOKF, NA dba Bank of Texas, Austin, Texas, to serve as paying agent and registrar for the Bonds (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

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

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days

after the Special Record Date) shall be sent at least five days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

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

(g) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent

permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

(l) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(m) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on Bond No. T-1, cancel each of the initial Bonds and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF HEWITT, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2015	PRINCIPAL AMOUNT \$ _____
--------	---	---------------------------------

Interest Rate	Dated Date	Maturity Date	CUSIP No.
_____	April 15, 2015	July 1, ____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, the City of Hewitt, in McLennan County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date specified above at the Interest Rate per annum specified above. Interest is payable on July 1, 2015 and semiannually on each January 1 and July 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA dba Bank of Texas, Austin, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

THIS BOND is one of a series of Bonds dated April 15, 2015, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$5,630,000 for the public purposes of refunding certain outstanding obligations of the Issuer and to pay the costs incurred in connection with the issuance of the Bonds.

ON JULY 1, 2025, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

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

and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

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

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

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

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

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

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

Dated: _____.

BOKF, NA dba BANK OF TEXAS
Austin, Texas

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

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

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

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

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

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
(Information from Section 2 to be inserted)		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date specified above at the respective Interest Rate per annum specified above. Interest is payable on July 1, 2015, and semiannually on each January 1 and July 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

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

Section 5. INTEREST AND SINKING FUND.

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

If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

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

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

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

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not

been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

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

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

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

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

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

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

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

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

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

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager, and the Mayor or the City Manager is hereby authorized to execute such engagement letter. The execution and delivery of municipal advisory agreement between the Issuer and SAMCO Capital Markets, Inc., with respect to services as financial advisor to the Issuer, is hereby authorized in such form as may be approved by the Mayor or the City Manager, and the Mayor or the City Manager is hereby authorized to execute such agreement if needed.

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

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

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

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

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund,

if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

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

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

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

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

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

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

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of the Bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the

extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager or the Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

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

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

(a) The Bonds are hereby sold and shall be delivered to BOSC, INC., a Subsidiary of BOF Financial Corporation. (the "Underwriters"), for the purchase price of \$_____, representing the par amount of the Bonds of \$5,630,000 plus a net reoffering premium of \$_____ less an Underwriters' discount on the Bonds of \$_____, pursuant to the terms and provisions of a Purchase Agreement which the Mayor is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of BOSC, INC. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April 13, 2015, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor and Mayor Pro Tem, the City Manager, City Secretary and Director of Finance, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments,

whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. DEFAULT AND REMEDIES

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

Section 12. COMPLIANCE WITH RULE 15c2-12.

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

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in Exhibit A hereto. The City will additionally provide audited financial statements within 6 months after the end of each fiscal year. If the audit of such financial statements is not complete within 6 months after any such fiscal year end, then the City will file unaudited financial information within such 6 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Bondholders;
3. Bond calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person,

other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person

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

(d) Limitations, Disclaimers, and Amendments.

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

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly

provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

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

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

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

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

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

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

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

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor or the City Manager of the Issuer is hereby authorized and directed to execute and deliver the Escrow Agreement with BOKF, NA dba Bank of Texas, in substantially the form presented at this meeting. In addition, the Mayor or other officer of the Issuer is authorized to purchase such securities, to execute subscriptions for the purchase of U. S. Treasury Securities, State and Local Government Series, and to authorize such contributions, as may be necessary for the Escrow Fund.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the date and as set forth on Schedule I. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor of the Issuer is hereby authorized and directed to issue or cause to be issued the Notice of Redemption of the Refunded Obligations in the form set forth in Exhibit B attached hereto to the paying agent/registrar for the Refunded Obligations.

(b) In addition, the paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption and defeasance as specified by the ordinance authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption date. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the date fixed for redemption.

(c) If the redemption of any of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the paying agent/registrar for such Refunded Obligations shall designate which of such Refunded Obligations will be payable from and secured as provided in the ordinances of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Obligation Ordinances"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected Refunded Obligations of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from the sources described in the Refunded Obligation Ordinances, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's Refunded Obligations and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such Refunded Obligations, and (iv) payment of principal of and interest on such Refunded Obligations may, in some circumstances, be delayed until such Refunded Obligations have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds placed in escrow with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on

hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this _____, 2015.

ATTEST:

Mayor, City of Hewitt, Texas

City Secretary, City of Hewitt, Texas

[CITY SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
Combination Tax and Revenue Certificates of Obligation, Series 2007	7/1/2022	\$ 405,000	\$ 405,000
	7/1/2023	420,000	420,000
	7/1/2024	440,000	440,000
	7/1/2025	460,000	460,000
	7/1/2026	480,000	480,000
	7/1/2027	500,000	500,000
	7/1/2028	525,000 ^(a)	525,000
	7/1/2029	550,000 ^(a)	550,000
	7/1/2030	570,000 ^(b)	570,000
	7/1/2031	600,000 ^(b)	600,000
	7/1/2032	625,000	625,000
Total		<u>\$ 5,575,000</u>	<u>\$ 5,575,000</u>

^(a) Term Certificate maturing July 1, 2029

^(b) Term Certificate maturing July 1, 2032

EXHIBIT A

Annual Financial Statements and Operating Data

The following information is referred to in Section 12(b) of this Ordinance:

Annual Financial Information and Operating Date

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Tables or Appendix of the Official Statement referred to) below:

-- Tables 1 through 5B, inclusive, 9, 11 through 15, inclusive and 19 through 24, inclusive.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph above.

EXHIBIT B

NOTICE OF REDEMPTION

CITY OF HEWITT, TEXAS
CUSIP Prefix No. 428230p

NOTICE IS HEREBY GIVEN that the City of Hewitt, Texas has called for redemption the outstanding Certificate of Obligation of the City described as follows (the "Redeemed Obligations"):

City of Hewitt, Texas Combination Tax and Revenue Certificates of Obligation, Series 2007, dated June 1, 2007, maturing on July 1, 2017 through July 1, 2027, July 1, 2029, July 1, 2031 and July 1, 2032, in the aggregate principal amount of \$5,575,000, to the call date of the Redeemed Obligations so called for redemption at U.S. Bank National Association. Call date: July 1, 2017.

<u>Maturity Date</u>	<u>Original Principal Amount</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Suffix</u>
7/1/2022	\$ 405,000	\$ 405,000	KP 0
7/1/2023	420,000	420,000	KQ 8
7/1/2024	440,000	440,000	KR 6
7/1/2025	460,000	460,000	KS 4
7/1/2026	480,000	480,000	KT 2
7/1/2027	500,000	500,000	KU 9
7/1/2029	1,075,000	1,075,000	KW 5
7/1/2031	1,170,000	1,170,000	KY 1
7/1/2032	625,000	625,000	KZ 8
	<u>\$ 5,575,000</u>	<u>\$ 5,575,000</u>	

On July 1, 2017, interest on the Redeemed Obligations shall cease to accrue and be payable.

THE REDEEMED OBLIGATIONS shall be redeemed at U.S. Bank National Association, as the Paying Agent/Registrar for said Redeemed Obligations. Upon presentation of the Redeemed Obligations at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date.

NOTICE IS GIVEN that due and proper arrangements have been made for providing the place of payment of said Redeemed Obligations called for redemption with funds sufficient to pay the principal amount of said and the interest thereon to the redemption date. In the event said Redeemed Obligations, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

UNDER THE PROVISIONS of Section 3406 of the Internal Revenue Code of 1986, as amended paying agents making payments of interest and principal on municipal securities may be obligated to withhold a tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Registered holders who wish to avoid the imposition of the tax should

submit certified taxpayer identification numbers (via form W-9) when presenting the Redeemed Obligations for payment.

THIS NOTICE is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Redeemed Obligations and in accordance with the recitals and provisions of said Redeemed Obligations.

NOTICE IS FURTHER GIVEN that the Redeemed Obligations should be submitted to the following address:

U.S. Bank Global Corporate Trust Services
111 Fillmore Avenue E
St. Paul, Minnesota 55107
Tel: 800-934-6802

CITY OF HEWITT, TEXAS



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 6, 2015

AGENDA ITEM #: 7

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Public hearing and action on an ordinance rezoning property located at 142 S. 2nd Street (also known as the old Fire Department), being Lot 8, a portion of Lot 9, and a 10 foot by 75 foot strip out of the 20 foot wide alley, Block 1, Original City of Hewitt, McLennan County, Texas, plat of record in Volume 94, Page 114, Deed Records, McLennan County, Texas) from R-1 (Single Family Residential) to C- 2 (General Business District).

STAFF RECOMMENDATION/ITEM SUMMARY:

This is a City-initiated proposal to rezone the old Fire Station located at 142 S. 2nd Street from R-1 (Single Family Residential) to C-2 (General Business District). The building was originally constructed and long used as a Volunteer Fire Department which would be allowed in any zoning district. The property is currently owned by the City of Hewitt. After the new Public Safety Facility was completed in November of 2014 the Fire Department vacated the building. The building is currently unoccupied. The building is located in an R-1 zoning district with homes adjacent to the building and in the immediate area. Interestingly, the houses across 2nd Street are zoned C-1 (Restricted Commercial District). There are also commercial and other non-residential uses in the immediate area as well.

The Planning and Zoning Commission met on Tuesday, March 3, 2015 and held a public hearing. Several property owners expressed opposition to the rezoning. As a result of comments received during the public hearing, the item was tabled until after a Special "Town Hall" meeting could be held. That meeting was subsequently held on Monday, March 23. During the "Town Hall" meeting interested citizens asked several questions about the proposal, re-stated objections, and received answers from the City Manager about the request. The P&Z Commission then took the item back up for consideration at their regular meeting held on Tuesday, April 7, 2015. A public hearing was once again held and after an overview by the City Manager several neighbors and property owners stated their objections to the request. The back-up material includes a summary of these meetings.

The P&Z has recommended approval of the request to C2 (General Business District). Because the City of Hewitt currently owns the property in question and to minimize future conflicts with nearby residents, the P&Z additionally recommended establishing deed restrictions, to be enforced through a Civil suit process, to include the following:

Limited Hours of Operation

No outdoor overnight storage

Employee parking must be on-site

Uses will minimize noise, light and odor pollution

The building may not be expanded (including height)

Additional signage may not be added (except wall sign)

This item requires a public hearing.

ATTACHMENTS:

Draft ordinance w/ map and supporting documents

ORDINANCE NO. 2015-04-20-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS AMENDING ORDINANCE NO. 11-15-99 AND ALL AMENDMENTS THERETO, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF HEWITT, TEXAS, CHANGING THE ZONING CLASSIFICATIONS OF THE HEREIN DESCRIBED PROPERTY FROM R-1 (SINGLE FAMILY) TO C-2 (GENERAL BUSINESS DISTRICT) PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Code of Ordinances of the City of Hewitt, the City of Hewitt has requested the rezoning of land located at 142 S. 2nd Street (also known as the old Fire Department), being Lot 8, a portion of Lot 9, and a 10 foot by 75 foot strip out of the 20 foot wide alley, Block 1, Original City of Hewitt, McLennan County, Texas, plat of record in Volume 94, Page 114, Deed Records, McLennan County, Texas) from **R-1 (Single Family Residential) to C-2 (General Business District)**.

WHEREAS, a public hearing of the Planning and Zoning Commission at which parties in interest and citizens had an opportunity to be heard was held on Tuesday, March 3, 2015, after due notice in the manner provided by law; and

WHEREAS, as a result of the public comments received during the public hearing, a special "Town Hall" meeting was held on March 23, 2015;

WHEREAS, the Planning and Zoning Commission took the item back up for consideration at their regular meeting held on Tuesday, April 7, 2015;

WHEREAS, the said Commission has made a report to the City Council of the City of Hewitt, Texas, recommending approval of this rezoning request by a 4 to 1 vote with the establishment of additional deed restrictions to be enforced through a civil suit process to include the following: limited hours of operation, no outdoor overnight storage, employee on-site parking only, uses will minimize noise, light and odor pollution, building may not be expanded (including height), and additional signage may not be added (except wall sign); and

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

WHEREAS, a public hearing in relation thereto at which parties in interest and citizens had an opportunity to be heard was held by the City Council of the City of Hewitt on April 20, 2015, after due notice in the manner provided by law; and

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

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

SECTION ONE. All that certain tract or parcel of land, located at 142 S. 2nd Street (also known as the old Fire Department), being Lot 8, a portion of Lot 9, and a 10 foot by 75 foot strip out of the 20 foot wide alley, Block 1, Original City of Hewitt, McLennan County, Texas, plat of record in Volume 94, Page 114, Deed Records, McLennan County, Texas) from R-1 (Single Family Residential) to C-2 (General Business District) as requested by the City of Hewitt.

SECTION TWO. All ordinances, statutes, restrictions and regulations applicable to this property shall be complied with as well as all zoning restrictions and regulations that are applicable to this property.

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

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

SECTION FIVE. This Ordinance shall become effective ten (10) days after the date of its passage and upon its publication as required by law.

PASSED AND APPROVED this the 20th day of April, 2015 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

BY: _____
Wilbert Wachtendorf, Mayor

ATTEST:

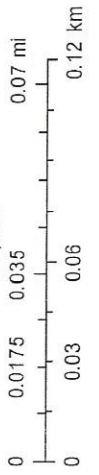
Lydia Lopez, City Secretary

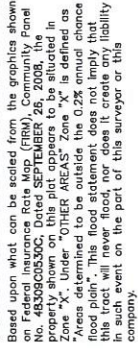


February 18, 2015

Override 1

1:2,257





MITCHELL & ASSOCIATES, INC. DOES NOT MAKE OR WARRANT ANY FLOOD ZONE DETERMINATION.

0.30 Acres
1 Lot, 1 Block
Water provided
Electric Service
Sewer provided
by City of Hewitt CCN 10038
provided by ONCOR
by City of Hewitt

GPS NOTE: THE BEARINGS SHOWN HEREON ARE GRID BEARINGS. GRID BEARINGS ARE OBTAINED BY ADDING THE NORTH AMERICAN PLANE COORDINATE SYSTEM ZONE NORTH AMERICAN DATUM OF 1983 AN AVERAGE COMBINED SCALE FACTOR OF 0.99988335 WAS UTILIZED FOR THIS PROJECT OR LOCAL AREA. ALL DISTANCES AND AREAS ARE BASED ON "SURFACE COORDINATES". TO OBTAIN GRID COORDINATES, AS WELL AS GRID DISTANCES, MULTIPLY BY THE ABOVE REFERENCED AVERAGE COMBINED SCALE FACTOR.



COUNTY CLERK'S FILE NUMBER

SURVEYED: 09/11/14

HEWITT TEXAS

City of Hewitt Town Hall Meeting Minutes March 23, 2015 – 6:00PM

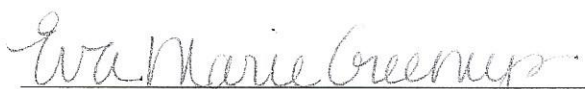
A Town Hall meeting was held on March 23, 2015, at 6:00pm, with Charlie Turner officiating. Planning and Zoning members present were Kurt Krawkian and Michael Hix, City Manager Adam Miles and Zoning Secretary, Eva Marie Greenup.

A meeting was called to discuss the request for zoning change of 142 2nd Street (Also known as the Old Fire Department, being Lot 8, a portion of Lot 9, and a 10 foot by 75 foot strip out of the 20 foot wide alley, Block 1, Original City of Hewitt, McLennan County, Texas, Plat of record in Volume 94, Page 114, Deed Records, McLennan County, Texas) from R1 (Single Family Residential) to C2 (General Business District) as requested by the City of Hewitt. This item had been tabled from the last Planning and Zoning meeting which was held on March 3, 2015, to allow for the Town Hall Meeting.

Residents were present to express their concerns. Adam Miles presented a visual map to review with the boundaries and property to be discussed. Residents voiced their concern on the drainage issues that they encounter around Wall, Third Street and First Street. Charlie Turner stated regardless if the property is residential or commercial, drainage will always be an issue. This meeting is to get some ideas as far as zoning and possibly placing deed restrictions for commercial property. Mr. Turner stated deed restrictions are not permanent and could be overturned any time in the future. It was suggested that if the property was zoned C-2 (General Commercial District), there would be some restrictions on the use since there would be some undesirable uses in C-2 which also encompasses C-1 (Restricted Commercial District). Some restrictions that were suggested, would be the hours of operation, restriction on outdoor storage, disallow additional signage, limit noise or night pollution and limit the ability to expand the building. The concerns expressed from the citizens present were the integrity of the neighborhood, safety, parking restrictions and additional traffic.

While the citizens remained opposed to the commercial zoning, they were advised it will be brought before the Planning and Zoning Commission on April 7, 2015, then to City Council on April 20, 2015, for a decision.

Meeting was adjourned at 7:33pm.


Eva Marie Greenup, Zoning Secretary

HEWITT TEXAS

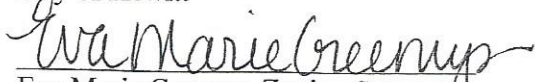
Notice of Meeting of the Planning & Zoning Commission of the City of Hewitt, Texas

Notice is hereby given that meeting of the Planning & Zoning Commission will be held on **Tuesday, April 7, 2015, at 7:00p.m.** in the **City Council Chambers at Hewitt City Hall, 105 Tampico, Hewitt, Texas** at which time the following subjects will be discussed:

1. Call Planning and Zoning Commission Meeting to order.
2. Consider approval of minutes for the March 3, 2015, Planning & Zoning Commission Regular Meeting.
3. Consider and take appropriate action concerning request for zoning change of property on SW Corner of Spring Valley and Old Temple Road, legally known as Pat Barcus Addition, Part 4, 1.35 Acres, Lot 32, Block 4, from R5 (Single Family Attached Dwelling District), to R-4 (Multi Family Residential District). **This item was tabled from the last meeting, March 3, 2015, to allow additional information to be submitted by the requestor, Luke Morton, Morton Construction.**
4. Consider and take appropriate action concerning request for zoning change of 142 2nd Street (Also known as the Old Fire Department, being Lot 8, a portion of Lot 9, and a 10 foot by 75 foot strip out of the 20 foot wide alley, Block 1, Original City of Hewitt, McLennan County, Texas, Plat of record in Volume 94, Page 114, Deed Records, McLennan County, Texas) from R1 (Single Family Residential) to C2 (General Business District) as requested by the City of Hewitt. **This item was tabled from the last meeting, March 3, 2015, to allow for a Town Hall Meeting which was held on March 23, 2015.**
5. Consider and take appropriate action concerning request for an ordinance change to the City of Hewitt Ordinance Section 9.103. Walls and Fences. **This was originally brought before the Board of Adjustment on March 19, 2015, for a commercial electrical fence and was approved. The board requested a change to the ordinance to reflect electric fencing requirements for commercial property.**
6. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the **Planning & Zoning Commission and Governing Body** of the above named City of Hewitt, Texas was posted on the Public Notice Board located in front of the City Hall by 5:00pm on April 2, 2015.

City of Hewitt


Eva Marie Greenup-Zoning Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact the Zoning Secretary at (254) 666-6173 at least 24 hours prior to the meeting, so that appropriate arrangements can be made.

HEWITT TEXAS

 **DRAFT**

Minutes of the Planning & Zoning Commission April 7, 2015 – 7:00 P.M.

Members present: Charlie Turner, Kurt Krakowian, Bobby Wolske, Walter Peterson, Michael Hix.
Quorum was present.

Members absent: John Baker

Staff present: Adam Miles, City Manager, Eva Marie Greenup, Zoning Secretary

Item #1. Call Planning and Zoning Meeting to order. *Charlie Turner called the meeting to order at 7:00 P.M.*

Item #2. Minutes – a motion was made by Bobby Wolske to accept and seconded by Walt Peterson to approve the minutes as submitted with corrections. Corrections were noted; all five in favor, motion passed. Minutes dated March 3, 2015 stand approved with corrections.

Item #3. Consider and take appropriate action concerning request for zoning change of property on SW Corner of Spring Valley and Old Temple Road, legally known as Pat Barcus Addition, Part 4, 1.35 Acres, Lot 32, Block 4, from R5 (Single Family Attached Dwelling District), to R-4 (Multi Family Residential District). *This item was tabled from the last meeting, March 3, 2015, to allow additional information to be submitted by the requestor, Luke Morton, Morton Construction.* Luke Morton, Morton Construction, 1639 Hannah Hill Road, Woodway, TX 76712, presented to the board pictures and site plan for the property. A motion was made by Kurt Krawkian to change the zoning from R-5 (Single Family Attached Dwelling District) to R-4 (Multi Family Residential District), seconded by Michael Hix, all five in favor, motion passed.

Item #4. Consider and take appropriate action concerning request for zoning change of 142 2nd Street (Also known as the Old Fire Department, being Lot 8, a portion of Lot 9, and a 10 foot by 75 foot strip out of the 20 foot wide alley, Block 1, Original City of Hewitt, McLennan County, Texas, Plat of record in Volume 94, Page 114, Deed Records, McLennan County, Texas) from R1 (Single Family Residential) to C2 (General Business District) as requested by the City of Hewitt. *This item was tabled from the last meeting, March 3, 2015, to allow for a Town Hall Meeting which was held on March 23, 2015.* Adam Miles, City Manager addressed this request and reviewed the previous discussions that were held with prior Planning and Zoning and Town Hall meetings. Mr. Miles also wanted to clear up a spot zoning concern that had been brought up. Charlie Buenger, the City Attorney, reviewed the zoning request and stated it does not constitute spot zoning. A letter was provided from Mr. Buenger for the committee to review. City Manager recommended approval of the zoning change. Mr. Turner read the restrictions that are proposed for the type of businesses and stated the committee will give a recommendation but the City Council makes the final decision.

Those opposed to the zone change were: B.J. Smith, 224 W Johnson, Hewitt TX 76643, had concerns about spot zoning, improper setbacks for off street parking and no front or side yard.

Bob Pugh, 1168 Chapel Road, Waco, Texas 76712, had concerns of drainage issues, relocation of the fire department, property values and future decisions of the City Council on the zone change.

Lindsay Lee, 201 S. 2nd Street, Hewitt, TX 76643, had concerns of noise and safety of the neighborhood. She suggested using it as a canine training facility with the police department, donate the property to the church or make it a game hall.

Cynthia Stewart, 141 2nd Street, Hewitt, Texas 76643, had concerns about it being commercial, the ownership of the property, spot zoning and integrity of the neighborhood.

Leisa Russell, 201 S. 1st Street, Hewitt, TX, 76643, had concerns about property being zoned commercial, all the neighborhood attributes being lost, and the diminishing of property value.

Laurie Washburn, 124 W. Johnson Street, Hewitt, TX 76643, had concerns about ownership and value of the property. Mr. Adam Miles clarified the City of Hewitt does own the property.

Charity Lenz, 132 W Johnson Street, Hewitt, Texas 76643, had concerns about neighborhood safety, parking issues, and drainage issues.

Charlie Turner stated the commission can make a recommendation but the ultimate decision is left to the City Council. Mr. Turner stated that he could recommend to City Council to include a sundown clause, and that if in six months the property does not get an offer to make it a residence, then it will automatically be zoned as the city proposed. This is a suggestion, not a motion. A motion by Kurt Krakowian to approve the zone request and recommend to City Council to limit the hours of operation, set restrictions on outdoor storage, all employee parking must be on site, minimize the noise or light pollution, not to exceed two signs on the building and no future expansion on the height of the building. Bobby Wolske seconded. Charlie Turner asked Mr. Krakowian if he would include the sundown clause or if this a straight out motion. Mr. Krakowian stated it would be a straight out motion. Four were in favor, Charlie Turner in opposition, motion passed.

Item #5. Consider and take appropriate action concerning request for an ordinance change to the City of Hewitt Ordinance Section 9.103. Walls and Fences. *This was originally brought before the Board of Adjustment on March 19, 2015, for a commercial electrical fence and was approved. The board requested a change to the ordinance to reflect electric fencing requirements for commercial property.* Adam Miles stated city staff recommends the ordinance change. A motion was made by Walt Peterson and seconded by Kurt Krakowian, all in favor, motion passed.

Item #6. Adjourn. Motion was made by Walt Peterson to adjourn the meeting at 8:11 P.M., all five in favor, motion passed.

 **DRAFT**

Chair

Approved

Eva Marie Greenup, Zoning Secretary

The facility at 142 2nd Street was constructed and used as a Fire Department for many years. This use is allowed in the R1 Zoning District. With the recent completion of the Public Safety Facility on Patriot Court and subsequent move by the Fire Department personnel, the building is no longer utilized for its original intended purpose and the City Council is considering the sale of the property in the near future.

One of the main concerns is that the building was constructed as a Fire Department. Clearly, the building is more similar to a commercial building than a residential home. The City is proposing a rezoning of the property that would change the zoning from R1 Residential to C2 General Business District.

The City acknowledges that the C2 Zoning would allow some uses that are potentially undesirable or in conflict with the residential nature of the surrounding property. Included in this letter is a list of land uses that are allowed in the C2 General Commercial District. As you can see the C2 district includes all C1 (Restricted Commercial District) uses. A list of those uses has also been provided.

Again, the C2 (General Business District) zoning allows some uses that may be undesirable or in conflict with surrounding residential uses. While the rezoning is under consideration as a separate action, the City can also consider imposition of deed restrictions intended to further limit the use of the property in order to maintain the integrity of the neighborhood.

In this specific case, because the City of Hewitt is the owner of the property, the City can impose and enforce Deed Restrictions on the property. Included with this letter is a specific list of uses proposed to be prohibited by deed restriction that would otherwise be allowed in the C2 District.

Furthermore, the City Council will consider the following restrictions based on feedback from the neighborhood and comments received during the public hearings.

- Limited hours of operation
- Restrictions on outdoor storage
- Disallow additional signage
- Limit noise or light pollution
- Limit ability to expand the building (including height)

The following is an Excerpt from Appendix A: Zoning, of the Code of Ordinances of the City of Hewitt. The entire code may be found at www.cityofhewitt.com.

C1 Restricted Commercial District

1. Banks and other financial institutions.
2. Barber and beauty shops.
3. Business or professional offices.
4. Churches, convents, parish houses.
5. Commercial or private schools.
6. Convalescent or rest homes.
7. Dressmaking, millinery, tailor shops, shoe repair shops and similar shops.
8. Existing residential dwelling units used as such on the effective date of this ordinance.
9. Hospitals other than veterinary.
10. Nursery, kindergarten and other special schools.
11. Public office buildings used by schools, city, county, state or federal governments.
12. Public and private schools
13. Religious, educational and philanthropic institutions, but not animal care.
14. Retail bakery shop.
15. Retail candy shop.
16. Retail sales, excluding automobiles, trucks, motorcycles, farm machinery, construction machinery and equipment, building materials and agricultural and farm supplies, and subject to the following conditions:
 - (a) That all uses or activities be conducted wholly within an enclosed building.
 - (b) That yards be not used for display, sale, or storage of merchandise, for service to customers, or for the storage of vehicles, equipment, containers or waste materials.
 - (c) That all merchandise be firsthand and be sold at retail on the premises except merchandise considered to be antiques.
 - (d) That such use be not objectionable because of odor, excessive light, vapor, dust, steam or other airborne material, pollutants, presence of vermin or rodents, or similar nuisances.
17. Studies [studios] of artists and photographers.
18. Telephone exchange.

C2 General Business District

Uses permitted.

- (1) Any use permitted in the C-1 district;
- (2) Auction rooms;
- (3) Auto body operations;
- (4) Automobile accessory stores;
- (5) Automobile service facilities;
- (6) Automobile washes;
- (7) Blueprinting and photostating establishments;
- (8) Bus passenger station;
- (9) Business machine sales and service establishments;
- (10) Carpet and rug stores;
- (11) Catering establishments;
- (12) Cleaning and dyeing facilities;

C2 General Business District continued

- (13) Commercial recreation uses, including bowling alleys, arcades, golf driving range, gymnasiums, miniature golf courses, pool halls, swimming pools and skating rinks;
- (14) Department stores;
- (15) Drive-in eating establishments;
- (16) Dry goods stores;
- (17) Employment agencies;
- (18) Existing residential dwelling units and lodging uses as such on the effective date of this ordinance;
- (19) Exterminating shops;
- (20) Floor covering, sales and installation;
- (21) Fraternal, philanthropic and eleemosynary uses;
- (22) Furniture shops;
- (23) Furrier shops, including the incidental storage and conditioning of furs;
- (24) Hotels, apartment hotels and motels;
- (24.1) Hospitals, sanitariums, nursing homes and personal care centers;
- (25) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operation and secondary to the principal use;
- (26) Laboratories for research development and testing;
- (27) Laundries;
- (28) Leather goods and luggage stores;
- (29) Loan offices;
- (30) Locksmith shops;
- (31) Meat markets, including sale of meat and meat products to restaurants, hotels, clubs and other similar establishments when such sale is conducted as part of the retail business on the premises;
- (32) Mortuaries;
- (33) Musical instruments sales and repair;
- (34) Office supply stores;
- (35) Orthopedic and medical appliance and supply stores;
- (36) Other retail and wholesale sales, rental and service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of any property, but not including any of the following uses:
 - (a) Any use permitted only in the M industrial district;
 - (b) Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or which may impose hazard to health or property.
- (37) Paint and wallpaper stores;
- (38) Painters and plumbers shops;
- (39) Pawnshops;
- (40) Phonograph, record, sound equipment and sheet music stores;
- (41) Physical culture and health services and reducing salons;
- (42) Printer;
- (43) Repair and storage garages;
- (44) Restaurants;
- (45) Sanitariums;
- (46) Schools for music, dance, business or trade;
- (47) Sewing machine sales and service, household appliances only;
- (48) Sporting goods stores;
- (49) Spray-painting operations;
- (50) Taxidermists;
- (51) Telegraph offices;
- (52) Theaters, lodges, assembly halls, auditoriums, clubs;

- (53) Ticket agencies, amusement;
- (54) Tire repair shops;
- (55) Travel bureaus and transportation ticket offices;
- (56) Upholstery shops;
- (57) Water softener sales and service;
- (58) Vehicle service centers;
- (59) Veterinary services for the care and temporary boarding, within an enclosed building, of domestic household pets;
- (60) The assembly of goods from previously processed or fabricated materials and the warehousing of these goods. Such uses shall be in conjunction with permitted commercial sales and service uses, shall be conducted wholly within a building, and there shall be no storage of hazardous materials. Such uses shall not emit any vibration, noise, dust, glare, heat, smoke or odor which is detectable beyond the lot on which the use is located;
- (61) Ministorage facilities;
- (62) Storage of rental trucks and trailers, except that vehicles or equipment shall not be parked within the public right-of-way.

Proposed List of Prohibited Uses

- (3) Auto body operations;
- (5) Automobile service facilities;
- (6) Automobile washes;
- (13) Commercial recreation uses, including bowling alleys, arcades, golf driving range, gymnasiums, miniature golf courses, pool halls, swimming pools and skating rinks;
- (15) Drive-in eating establishments;
- (24) Hotels, apartment hotels and motels;
- (24.1) Hospitals, sanitariums, nursing homes and personal care centers;
- (26) Laboratories for research development and testing;
- (31) Meat markets, including sale of meat and meat products to restaurants, hotels, clubs and other similar establishments when such sale is conducted as part of the retail business on the premises;
- (32) Mortuaries;
- (39) Pawnshops;
- (44) Restaurants;
- (45) Sanitariums;
- (49) Spray-painting operations;
- (52) Theaters, lodges, assembly halls, auditoriums, clubs;
- (54) Tire repair shops;
- (58) Vehicle service centers;
- (61) Ministorage facilities;



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 6, 2015

AGENDA ITEM #: 8

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Public hearing and action on an ordinance rezoning 1.35 Acres of land located at the corner of Old Temple and Spring Valley Road, legally known as Pat Barcus Addition, Part 4, Lot 32, Block 4, from R-5 (Single Family Attached Dwelling District) to R-4 (Multi-Family Residential District).

STAFF RECOMMENDATION/ITEM SUMMARY:

Luke Morton is the owner of the 1.35 acre subject parcel which is currently zoned R-5 (Single Family Attached Dwelling District). The current zoning allows medium density "Town House" style structures on separate lots. Mr. Morton is requesting the R-4 (Multi Family Residential District) zoning for a proposed multi-family residential development and has provided a conceptual layout for reference. Because Mr. Morton intends to remain the owner of all the property he has requested the R-4 zoning to allow construction of all the buildings on one lot (rather than each building being on a separate lot as required in the R-5 district). He indicates that he wants to build four two-story buildings with approximately 18 total units.

Owners of property within 200 feet were notified in accordance with State Law. Two property owners on Keswick spoke in opposition to the request at the P&Z meeting held on Tuesday, March 3, 2015. In order for Mr. Morton to provide additional information, this item was tabled by the P&Z to their next meeting held on Tuesday, April 7, 2015. At that meeting Mr. Morton provided additional information to the Commission who then deliberated and recommended approval of the request by a vote of 5 to 0.

A public hearing is required of this item.

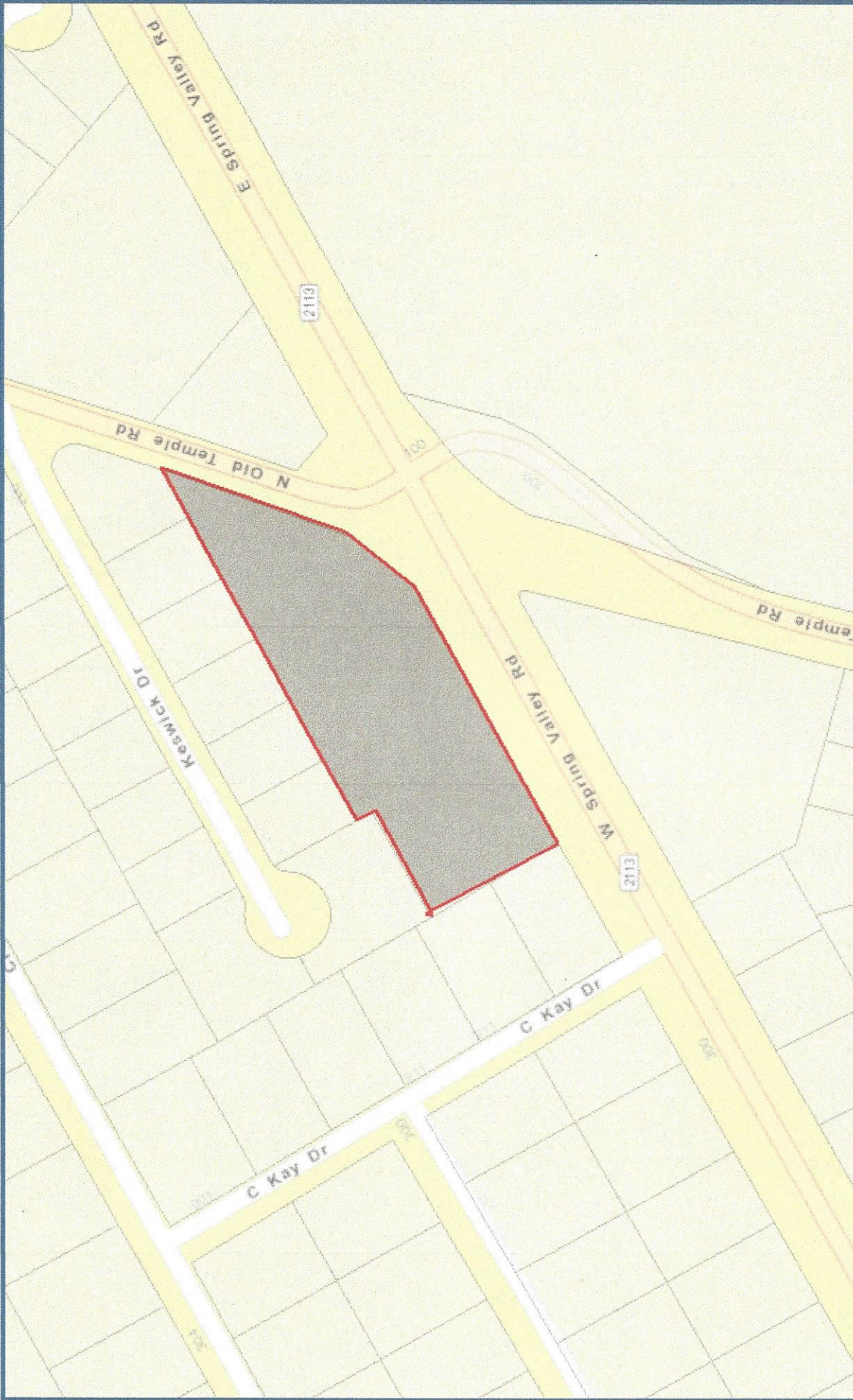
ATTACHMENTS:

Draft ordinance

1519

1.35 Acres
Spring Valley / Old Temple Rd

HEWITT
TEXAS



April 17, 2015

Override 1

Parcels

1:2,257
0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km

ORDINANCE NO. 2015-04-20-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS AMENDING ORDINANCE NO. 11-15-99 AND ALL AMENDMENTS THERETO, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF HEWITT, TEXAS, CHANGING THE ZONING CLASSIFICATIONS OF THE HEREIN DESCRIBED PROPERTY FROM R-5 (SINGLE FAMILY ATTACHED DWELLING DISTRICT) TO R-4 (GENERAL BUSINESS DISTRICT) PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Code of Ordinances of the City of Hewitt, a request was received by Luke Morton, Morton Construction, to rezone a 1.35 acre, more or less, tract of land located at the corner of corner of Old Temple and Spring Valley Road, legally known as Pat Barcus Addition, Part 4, Lot 32, Block 4, from **R-5 (Single Family Attached Dwelling District) to R-4 (Multi-Family Residential District).**

WHEREAS, a public hearing of the Planning and Zoning Commission at which parties in interest and citizens had an opportunity to be heard was held on Tuesday, March 3, 2015, after due notice in the manner provided by law; and

WHEREAS, as a result of public comments received during the public hearing, the item was tabled to allow the requestor to submit additional information;

WHEREAS, the Planning and Zoning Commission took the item back up for consideration at their regular meeting held on Tuesday, April 7, 2015;

WHEREAS, the said Commission has made a report to the City Council of the City of Hewitt, Texas, recommending approval of this rezoning request on a unanimous vote; and

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

WHEREAS, a public hearing in relation thereto at which parties in interest and citizens had an opportunity to be heard was held by the City Council of the City of Hewitt on April 20, 2015, after due notice in the manner provided by law; and

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

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

SECTION ONE. All that certain tract or parcel of land in McLennan County, Texas, being 1.35 acre, more or less, tract of land located at the corner of corner of Old Temple and Spring Valley Road, legally known as Pat Barcus Addition, Part 4, Lot 32, Block 4, from **R-5 (Single Family Attached Dwelling District) to R-4 (Multi-Family Residential District).**

SECTION TWO. All ordinances, statutes, restrictions and regulations applicable to this property shall be complied with as well as all zoning restrictions and regulations that are applicable to this property.

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

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

SECTION FIVE. This Ordinance shall become effective ten (10) days after the date of its passage and upon its publication as required by law.

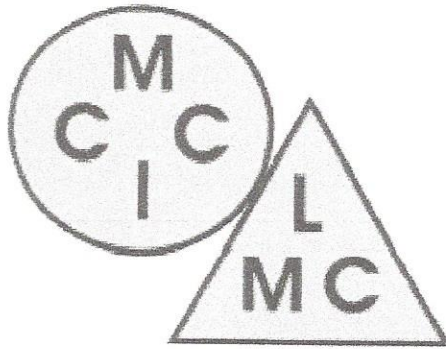
PASSED AND APPROVED this the 20th day of April, 2015 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

BY: _____
Wilbert Wachtendorf, Mayor

ATTEST:

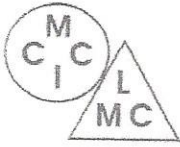
Lydia Lopez, City Secretary



MORTON CONSTRUCTION HOLDINGS, L.L.C.
3825 W. Waco Drive
Waco, Texas 76710
254-230-9016
254-752-1416 fax

Charles R Morton, Owner (Bobby)
Charles L Morton, Owner (Luke)
Shelly Stone, Office Manager

SW Corner of Spring Valley and Old Temple Road, legally know as
Pat Barcus Addition, Part 4, 1.35 Acres, Lot 32, Block 4



Morton Construction
3825 W Waco Drive
Waco, Texas 76712
254-230-9016 / 254-752-1416 fax

April 1, 2015

To The Esteemed Members of the Hewitt Planning & Zoning Board:

My father, Bobby Morton and I have been partners in Morton Construction Holdings, L.L.C. since 2005 but together we have a combined industry experience of over 55 years. We have lived in the Waco area since 1983. My father moved us from East Texas (Crockett Texas) where my father built homes as well as owned a saw mill with one of his brothers and father. In our time in Waco, my father has built houses (single & multi-family) as well as some light industrial all over McLennan County but primarily in the Hewitt, Robinson & Baylor areas.

In 2003, we purchased 50 acres in Robinson off Old Robinson Rd. just behind the high school. We developed the land into a 95+ lot subdivision called Cedar Ridge. Between 2003 & 2008, we built approximately 40% of the houses in that subdivision. Also between those years and up to current, we have worked with several property investors in and out of town and have built almost 25 single and multi-family properties around Baylor University. Currently, we are working with 3 individual investors designing additional student housing for the fall 2016 school year.

During the expansion of the Stoneridge & Winter Park additions, my father built many, many houses and we have recently bought several lots from James Vidrine in his Ellis Farm addition and have our last speculative house under contract closing the first part of May. We have 2 vacant lots left in inventory within Ellis Farm with plans to start construction this fall. As well, we have some lots in Hidden Valley and are currently looking for a large tract of land to develop another single-family home subdivision.

In addition to speculative and custom work, we have purchased and built income producing property that includes single-family homes, duplexes, 4-plexes (quad-plex) & an apartment complex. These income properties are located in Hewitt, Waco, the Baylor area & Robinson. Currently, we are obviously working with the City of Hewitt as well as the City of McGregor & Waco (for the China Spring area) to build additional income property.

What we are planning on constructing on our property at Old Temple Rd. & Spring Valley Rd. (F.M. 2113) is a high-end townhouse complex. The buildings will be no taller than 2-stories and will have a perimeter fence with electronic security gates. Again, this complex will target a higher-end market because the rent will reflect the higher-end construction (interior & exterior) as well as finish-out (i.e. granite tops, oak or knotty alder cabinets, upper-end brand appliances, plumbing & lighting fixtures, etc.).

The name of our management company is Red Oak Properties. We currently manage all our income property under this company. We will retain ownership of the townhouse complex and manage it with the Red Oak Company as well.

We have established ourselves resolutely in the real estate market in McLennan County. My father raised his family here and I am currently raising my family here as well. We firmly believe in what we do and our honesty and integrity is reflected in every house we build and every deal that we close. Our reputation is more important to us than most anything we do in our profession and we have worked extremely long and hard to have established a positive one. We will never deviate from our goals and beliefs in any way to alter that reputation.

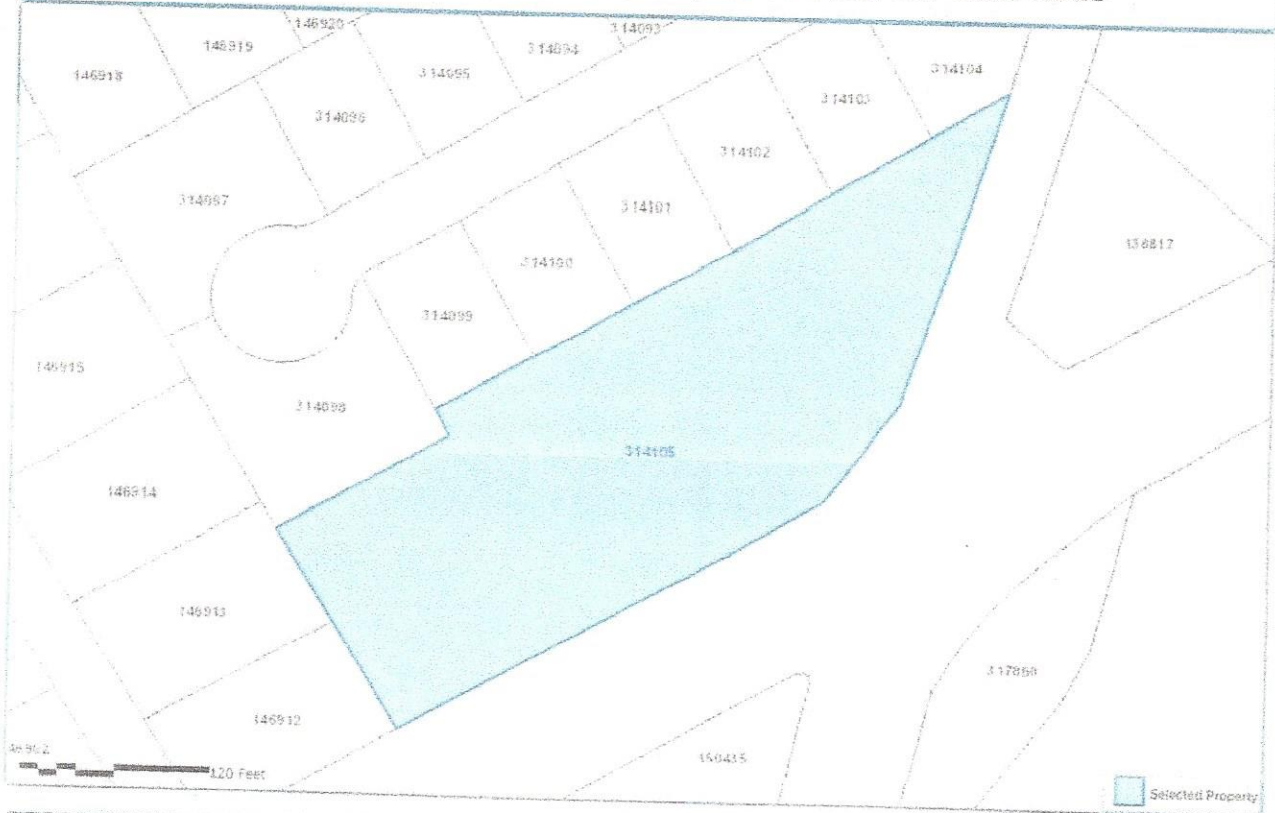
This townhouse complex is very important to us. Not only as an investment but also as a reflection of our desire to provide a very nice & safe place for others to call home. As developers, we strive to offer a positive addition to the city--one that will reflect positively on the community. This townhouse complex will be our offering to Hewitt...one that we will be proud to say we developed and one that will be a wonderful addition to the community.

Regards,

Luke Morton

Luke Morton
Morton Construction Holdings, L.L.C.

McLennan CAD - Map of Property ID 314105 for Year 2015



Property Details

Account

Property ID: 314105
Geo ID: 363030000027170
Type: Real

Location

Legal Description: BARCUS PAT Block 4 Lot 32 Acres 1.35

Situs Address: SPRING VALLEY RD TX
Neighborhood: RES BARCUS PAT
Mapsc: 359

Owner

Jurisdictions: 36, 62, 86, 00, 08, CAD
Owner Name: MORTON CONSTRUCTION CO INC
Mailing Address: , 3825 W. WACO DR, WACO, TX 76710

Property

Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/20/314105/2015>

PropertyACCESS

Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The McLennan County Appraisal District expressly disclaims any and all liability in connection herewith.

These pictures reflect how we plan on the exterior of the town houses to look. However, please note and as stated in the letter, we will not build anything over 2 stories.





COUNCIL AGENDA ITEM FORM

MEETING DATE: April 6, 2015

AGENDA ITEM #: 9

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider an ordinance amending Appendix A: Zoning, Part 9 - Accessory Uses and Buildings are Regulated, Section 9.103 - Walls and Fences, permitting electric fences in non-residential areas, providing a severability clause, and providing an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

Hewitt currently prohibits electric fences except for the keeping of livestock or dogs. Recently, the Board of Adjustment considered and approved a request to allow Sunstate Equipment to install an electric fence and suggested that the City might consider amending the zoning regulations to allow non-residential electric fences where certain conditions are met.

After review of various electric fence ordinances from other cities, City Staff developed the proposed language that, if approved, would permit electric fences in non-residential outdoor storage areas provided the electric fence was clearly identified and located behind a regular non-electric fence or wall. There are additional requirements for installation of a KNOX box for emergency service providers as well as technical requirements for new fences. The Planning and Zoning Commission, at their Tuesday, April 7, 2015 meeting, recommended approval of this item by a vote of 5 to 0. Please refer to the back-up material to compare the current language and the proposed regulations.

Staff recommends approval of this ordinance.

ATTACHMENTS:

Draft ordinance

Current Code

APPENDIX A - ZONING

PART 9. - ACCESSORY USES AND BUILDINGS ARE REGULATED

Section 9.103. - Walls and fences.

D. Safety. No wall or fence shall be constructed or maintained in such a manner as would endanger the health or safety of the general public. Residential fences constructed of barbed wire (except for livestock fences) and walls topped with broken glass or surfaced with like material shall be prohibited; provided, however, a security fence of not less than six feet in height may be topped by barbed wire. No electric fence shall be permitted except where provided for the actual enclosure of farm animals or for dogs. Such fence shall be posted at least once along each boundary line and at intervals of not more than 100 feet warning persons of the existence of said electric fence.

Proposed Language

APPENDIX A - ZONING

PART 9. - ACCESSORY USES AND BUILDINGS ARE REGULATED

Section 9.103. - Walls and fences.

D. *Safety*. No wall or fence shall be constructed or maintained in such a manner as would endanger the health or safety of the general public. Residential fences constructed of barbed wire (except for livestock fences) and walls topped with broken glass or surfaced with like material shall be prohibited; provided, however, a security fence of not less than six feet in height may be topped by barbed wire.

An electric fence shall be prohibited except as follows:

(1) An electric fence shall be permitted in an Agricultural or Residential zoning district in conjunction with retaining animals.

(2) An electric fence not exceeding ten (10) feet in height shall be permitted on any non-residential outdoor storage areas. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet in height. Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty (60) feet. An electric fence must meet the following standards:

(a) Electric fences shall be constructed or installed in conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

(b) The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

(c) The electric fence controller and emergency entry key safe (KNOX box) for the electric fence must be located in a single accessible location for the entire fence.

(3). It shall be unlawful for any person to install, maintain, or operate an electric fence in violation of this section.

ORDINANCE NO. 2015-04-20-4

AN ORDINANCE OF THE CITY OF HEWITT, TEXAS, AMENDING APPENDIX A: ZONING, PART 9 – ACCESSORY USES AND BUILDINGS ARE REGULATED, SECTION 9.103 – WALLS AND FENCES, PERMITTING ELECTRIC FENCES IN NON-RESIDENTIAL AREAS, OF THE CODE OF ORDINANCES OF THE CITY OF HEWITT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, a request for variance was brought before the Board of Adjustment on March 19, 2015 for installation of an electric fence by The Electric Guard Dog for Sunstate Equipment; and

WHEREAS, the Board of Adjustment approved the variance request and suggested an amendment to the current Zoning ordinance to reflect electric fence requirements for non-residential property; and

WHEREAS, City staff presented the request to the Planning and Zoning Commission on April 7, 2015 for consideration; and

WHEREAS, the Planning and Zoning Commission approved the recommended changes by a 5-0 vote; and

WHEREAS, the City Council further finds that the regulations adopted herein allow for use of electrical fencing by businesses to protect valuable equipment and supplies stored outside of establishment; and

WHEREAS, the City Council deems it necessary to amend Appendix A: Zoning in order to protect the health, safety, and welfare of the general public.

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

Section 1: That Appendix A: Zoning, Part 9 - Accessory Uses and Buildings are Regulated, Section 9.103 - Walls and Fences, permitting electric fences in non-residential areas, is hereby amended and shall be read as set forth in Exhibit “A,” of the City of Hewitt Code of Ordinances.

Section 2: This ordinance shall be cumulative of all provisions of ordinances of the City of Hewitt, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 5: All rights and remedies of the City of Hewitt are expressly saved as to any and all violations of the provisions of Appendix A: Zoning of the Hewitt City Code, or any other ordinances affecting the regulation of electric fences which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 6: The City Secretary of the City of Hewitt is hereby directed to publish the ordinance or its caption and penalty together in the official City newspaper one time within ten days after passage of this ordinance, as required by the Charter of the City of Hewitt.

Section 7: This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

Section 8: That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED this 20th day of April, 2015.

CITY OF HEWITT, TEXAS

Wilbert Wachtendorf, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Charlie Buenger, City Attorney

EXHIBIT A

APPENDIX A - ZONING

PART 9. - ACCESSORY USES AND BUILDINGS ARE REGULATED

Section 9.103. - Walls and fences.

D. *Safety.* No wall or fence shall be constructed or maintained in such a manner as would endanger the health or safety of the general public. Residential fences constructed of barbed wire (except for livestock fences) and walls topped with broken glass or surfaced with like material shall be prohibited; provided, however, a security fence of not less than six feet in height may be topped by barbed wire.

An electric fence shall be prohibited except as follows:

(1) An electric fence shall be permitted in an Agricultural or Residential zoning district in conjunction with retaining animals.

(2) An electric fence not exceeding ten (10) feet in height shall be permitted on any non-residential outdoor storage areas. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet in height. Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty (60) feet. An electric fence must meet the following standards:

(a) Electric fences shall be constructed or installed in conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

(b) The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

(c) The electric fence controller and emergency entry key safe (KNOX box) for the electric fence must be located in a single accessible location for the entire fence.

(3). It shall be unlawful for any person to install, maintain, or operate an electric fence in violation of this section.



COUNCIL AGENDA ITEM FORM

MEETING DATE: April 6, 2015

AGENDA ITEM #: 10

SUBMITTED BY: Jim Devlin, Police Chief

ITEM DESCRIPTION:

Consider and take action on an ordinance amending Chapter 10, "Animals" of the Code of Ordinances to revise Section 10-36, Remedial Requirements; Section 10-66, Animal Bites and Scratch Reports; Section 10-91, Identification for Animals; Section 10-92, Running at Large; Repealing Section 10-123 and 10-123.1, Tethered Animals and replacing with the State of Texas Law; repealing all ordinances or parts of ordinances in conflict; providing for an effective date; providing for a penalty; and finding and determining that the meeting at which this ordinance is passed is opened to the public as required by law.

STAFF RECOMMENDATION/ITEM SUMMARY:

After review and input from the Animal Control Officer, the Police Department would like to change some of the language of existing Animal Control Ordinance and change one section to mirror State Law.

Over the last several months Police Staff and Animal Control have observed areas of language within the Animal Control Ordinance that need to be more specific. We would like to adopt the new language to make the information clearer and strengthen the ordinance for enforcement. Additionally it was discovered that one section of the ordinance was less restrictive than State law, therefore we wanted to be consistent in the enforcement of this particular section. The State law is very clear and explains in more detail the violations of this particular section. The State law change does not enhance or increase the penalty for a violation and remains the same penalty grade as the existing ordinance.

Staff recommends approval of this ordinance.

ATTACHMENTS:

Draft ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS; AMENDING CHAPTER 10 “ANIMALS” OF THE CODE OF ORDINANCES TO REVISE SECTION 10-36, REMEDIAL REQUIREMENTS; SECTION 10-66, ANIMAL BITES AND SCRATCH REPORTS; SECTION 10-91, IDENTIFICATION FOR ANIMALS; SECTION 10-92, RUNNING AT LARGE; REPEALING SECTION 10-123, TETHERED ANIMALS AND REPLACING WITH THE STATE OF TEXAS LAW, AND TO REVISE OTHER PROVISIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

Section 1. That Chapter 10 “Animals” of the Code of Ordinances of the City of Hewitt, Texas, shall be and is hereby amended to read as follows:

Chapter 10 - ANIMALS

Sec. 10-36. - Remedial requirements.

- (a) Where the ACO finds against the person who harbored or owned the animal, it may place certain remedial requirements upon such person. These remedial requirements may include one or more of the following items:
 - (6) *Insurance.* The ACO may petition the court to require that the owner acquire insurance in an amount deemed reasonable to insure against bodily injury or property damage caused by the animal.
 - (7) *Restitution.* The ACO may petition the court to require the payment of restitution for damages or injury caused by the animal.
 - (8) *Training.* The ACO ~~Court based on testimony from the ACO or a Certified Peace Officer~~ may require that the person and animal engage in training necessary to eliminate the problem. The ACO may designate a specific training program to be followed or utilized.

- (9) *Removal from city.* For an animal other than one held to be dangerous, the ACO Court based on testimony from the ACO or a Certified Peace Officer may require that the animal be removed from the city.
- (10) *Limit or prohibit animal ownership.* The ACO City of Hewitt or the court having jurisdiction over these matters may set a limit on the number of animals which an individual may keep on property within the city. This limitation may be imposed for a specified time period or permanently. The ACO City of Hewitt or the court having jurisdiction over these matters may also prohibit the person from acquiring or keeping within the city any other animal for a period of time up to five years. In connection with this prohibition, the ACO City of Hewitt or the court having jurisdiction over these matters may require the person to sell, give away or otherwise humanely dispose of the animals at issue in the hearing.

ARTICLE II. - RABIES CONTROL

Sec. 10-66. - Animal bites and scratch reports; submission to quarantine.

- (c) The animal committing the act shall be submitted to the animal control officer for quarantine. When the local rabies control authority (Hewitt Animal Control Officer, ACO) goes to the premises where the animal that bit or scratched any person is being kept, the animal control officer may take immediate custody of the animal. Where suitable arrangements are made, the local rabies control authority may permit the animal to be transferred to another location or placed on "In Home" quarantine for the remainder of the quarantine period. The quarantine period shall follow specific written rules, provided by the ACO, to ensure all quarantine mandates are met. This duty to submit the animal to quarantine shall apply to any person who owns, keeps, harbors, has possession of, or allows an animal to remain on premises under his control. If convicted of violating this section, a minimum fine of \$100.00 shall be imposed by the municipal court.

ARTICLE III. - GENERAL REGULATIONS

Sec. 10-91. - Identification for animals.

Except as provided herein, all animals within the city shall be registered with the City of Hewitt ACO and marked by some type of identifying license, tag, band, tattoo or brand by which the animal's owner can be identified. Animals exempted from this requirement are mice, rats, rabbits, guineas, hamsters, gerbils, ferrets, fowl, and snakes.

Sec. 10-92. - Running at large.

- (b) The prohibition against an animal running at large shall not apply to:
- (1) a cat registered with the City of Hewitt ACO which has been vaccinated as required by this chapter and which is wearing the required vaccination tags; or

- (2) a cat registered with the City of Hewitt ACO that can be identified as having an owner or caregiver by collar and tags, microchip, identifying tattoo, or has a left ear tip indicating Trap-Neuter-Return; or

ARTICLE IV. - ANIMAL PROTECTION PROVISIONS

That Section 10-123.- Tethered animals and Section 10-123.1.-Proper restraint be repealed and amended in its entirety amended as follows:

Sec. 10-123. DEFINITIONS. In this subchapter:

- (1) "Collar" means any collar constructed of nylon, leather, or similar material, specifically designed to be used for a dog.
- (2) "Owner" means a person who owns or has custody or control of a dog.
- (3) "Properly fitted" means, with respect to a collar, a collar that measures the circumference of a dog's neck plus at least one inch.
- (4) "Restraint" means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

Sec. 10-123 -1. UNLAWFUL RESTRAINT OF DOG.

(a) An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:

- (1) between the hours of 10 p.m. and 6 a.m.;
- (2) within 500 feet of the premises of a school; or
- (3) in the case of extreme weather conditions, including conditions in which:
 - (A) the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - (B) a heat advisory has been issued by a local or state authority or jurisdiction; or
 - (C) a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.

(b) In this section, a restraint unreasonably limits a dog's movement if the restraint:

- (1) uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
- (2) is a length shorter than the greater of:

- (A) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
- (B) 10 feet;
- (3) is in an unsafe condition; or
- (4) causes injury to the dog.

Sec. 10-123-2. EXCEPTIONS. Section **10-123-1** does not apply to:

- (1) a dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;
- (2) a dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
- (3) a dog restrained for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
- (4) a dog restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
- (5) a dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
- (6) a dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

Sec. 10-123-3. PENALTY.

- (a) A person commits an offense if the person knowingly violates this subchapter.
- (b) A peace officer or animal control officer who has probable cause to believe that an owner is violating this subchapter shall provide the owner with a written statement of that fact. The statement must be signed by the officer and plainly state the date on which and the time at which the statement is provided to the owner.
- (c) A person commits an offense if the person is provided a statement described by Subsection (b) and fails to comply with this subchapter within 24 hours of the time the owner is provided the statement. An offense under this subsection is a Class C misdemeanor.

(d) A person commits an offense if the person violates this subchapter and previously has been convicted of an offense under this subchapter. An offense under this subsection is a Class B misdemeanor.

(e) If a person fails to comply with this subchapter with respect to more than one dog, the person's conduct with respect to each dog constitutes a separate offense.

(f) If conduct constituting an offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. That a violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Sec. 1-14 of the Code of Ordinances of the City of Hewitt, which shall be a fine of not less than \$1.00 and no more than \$500.00, and each day a violation exists shall be a separate offense.

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

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

Section 6. That this ordinance shall take effect upon its passage as provided by the City Charter of the City of Hewitt.

Section 7. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 8. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

PASSED AND APPROVED THIS _____ day of _____, 2015.

CITY OF HEWITT, TEXAS

Wilbert Wachtendorf, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Charlie Buenger, City Attorney