

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

February 20, 2017

Workshop - 5:30 PM and Regular Meeting - 7:00 PM

CITY HALL, 200 PATRIOT COURT

HEWITT, TX 76643

MAYOR AND CITY COUNCIL

Ed Passalugo – Mayor, Ward 3

Travis Bailey – Mayor Pro Tem, Ward 1

Wilbert Wachtendorf – Council Member, Ward 1

Bill Fuller – Council Member, Ward 2

James Vidrine – Council Member, Ward 2

Steve Fortenberry – Council Member, Ward 3

Alex Snider – Council Member At-Large

CITY STAFF

Adam Miles, City Manager

Charlie Buenger, City Attorney

Miles Whitney, City Engineer

Lydia Lopez, City Secretary

Jim Devlin, Police Chief

Lee Garcia, Finance Director

Lance Bracco, Fire Chief

Waynette Ditto, Library Director

Katie Allgood, Managing Director/Civil
Service Director

Tracy Lankford, Community Dev. Director

Tuck Saunders, Assistant Police Chief

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 February, 2017 at 5:30 PM** in **Hewitt City Hall, Council Workshop Room, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call meeting to order.
2. City Manager's update on municipal business:
 - a. Report from City Engineer
 - b. Briefing and discussion concerning upcoming events.
 - April 22, 2017 - Hounds and Sounds (Warren Park)
 - May 6, 2017 - Household Hazardous Waste Day
 - May 6, 2017 - Nacho Daddy
 - July 29, 2017 - National Night Out (Warren Park)
 - September 30, 2017 - Dog Days
 - c. Briefing and discussion concerning zoning regulations update.
 - d. Briefing and discussion concerning Public Safety operations – Police & Fire.
 - Presentation of 2016 Racial Profiling Report
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 §551.071 – Consultation with Attorney
 - Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.
 - Pursuant to §551.087 - Deliberation regarding Economic Development Negotiations.
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 2:30 AM/PM on February 17, 2017.

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 February, 2017 at 7:00 PM in the City Council Chambers at Hewitt City Hall, 200 Patriot Court, Hewitt, Texas**, at which time the following subjects will be discussed:

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Consider approval of minutes of the City Council Workshop/Regular Meeting of February 6, 2017.
4. Promotional presentation and oath of office – Hewitt Police Department.
5. Hear visitors on matters pertaining to city business. *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*
6. Public hearing and consideration on an ordinance designating a certain area as a Reinvestment Zone for commercial and industrial tax abatement, within the City limits of the city of Hewitt, Texas, on property located on Alliance Parkway (also known as Lots 1-10, Block 1, Twynnbreux Addition to the City of Hewitt), to be known as Reinvestment Zone 2017-03, establishing the boundaries thereof, and providing for an effective date.
7. Consider and take appropriate action authorizing the City Manager to negotiate and execute an Economic Development Grant for Land Development with STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX for property located within Reinvestment Zone 2017-03, providing for an effective date.
8. Consider and take appropriate action on a resolution authorizing the City Manager to negotiate and execute a Tax Abatement agreement with STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX for commercial and industrial improvements on Lot 1, Block 1, Twynnbreux Addition to the City of Hewitt, providing an effective date.
9. Consider and take appropriate action on a resolution approving the financing by the New Hope Cultural Education Facilities Finance Corporation of Health Facilities located within the City of Hewitt, Texas for 4-K Housing Inc.
10. 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 2:30 AM/PM on February 17, 2017.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary



COUNCIL WORKSHOP AGENDA ITEM #2.a



CITY ENGINEER'S REPORT

February 16, 2017

2014 Bond Projects:

First Street Mill and Overlay / Chapman Rd.

Early break tests for the cement stabilized base have come back passing, so the contractor should begin asphalt placement within the coming week or so, weather permitting.

2015 Bond Projects:

Lift Station No. 5 Removal

Received topo for this area but have yet to receive the easement surveys. The City and I are having to do some further investigation on the existing sewer line elevations.

IH - 35 Waterline

- Phase 1; Industrial south side of Castleman Creek
 - This line has been filled and we are currently awaiting a good bac-t sample.
- Phase 2; Sun Valley to Flat Rock Trailers
 - Topography has been received.
- Phase 3; South side of Castleman Creek to Glenleigh Dr.
 - Preliminary alignment work is being done.

Lift Station No. 4; Gravity Line Extension

Plans are completed, awaiting adjoining property owners' decisions.

2017 Slurry Seal (formally known as 2016 Slurry Seal):

Will complete the plans and have them ready for bid for the late spring early summer of 2017.

Street Crack Sealing

Ruben and myself are to meet with some contractors to discuss options and the process. TxDOT is also forwarding me a list of contractors that they have used for the crack sealant of the State's roads.

HEWITT TEXAS

CITY ENGINEER'S REPORT

February 16, 2017

Alamo Lift Station (Lift Station No. 7)

We are awaiting the results of the study being performed by the Wallace Group.

Drainage

Park Meadows plans have been completed. Oncor and Grande Comm. have begun the design of their relocations.

City crews began work on a constructing a drainage channel on Wentwood Circle.

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.



COUNCIL WORKSHOP AGENDA ITEM #2.d

Presented is the Hewitt Police Department's 2016 Racial Profiling Report that was submitted to Texas Commission on Law Enforcement. This report provides the statistical data required by the State of Texas to determine if a police department is racially profiling people on traffic stops.

Racial Profiling Report | Tier one

Agency Name:	Hewitt Police
Reporting Date:	02/01/2017
TCOLE Agency Number:	309204
Chief Administrator:	Chief of Police James Devlin
Agency Contact Information:	
Phone:	254-666-6272
Email:	jdevlin@cityofhewitt.com
Mailing Address:	100 Patriot Court Hewitt Texas 76643

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Hewitt Police has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Hewitt Police from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Hewitt Police if the individual believes that a peace officer employed by the Hewitt Police has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Hewitt Police who, after an investigation, is shown to have engaged in racial profiling in violation of the Hewitt Police's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Chief of Police James Devlin

Chief Administrator

Hewitt Police

Date: 02/01/2017

Total stops: 735

Number of motor vehicle stops

Citation only: 663

Arrest only: 55

Both: 17

Race or ethnicity

African: 119

Asian: 21

Caucasian: 469

Hispanic: 120

Middle eastern: 5

Native american: 1

Was race known ethnicity known prior to stop?

Yes: 18

No: 717

Was a search conducted

Yes: 75

No: 660

Was search consented?

Yes: 15

No: 60

Submitted electronically to the



The Texas Commission on Law Enforcement



COUNCIL AGENDA ITEM FORM

MEETING DATE: February 20, 2017

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Workshop/Regular Meeting of February 6, 2017.

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



**MINUTES OF A CITY COUNCIL
WORKSHOP/REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
February 6, 2017 - 5:30/7:00 PM**

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

Staff present: City Attorney Charlie Buenger, City Manager Adam Miles, Police Chief Jim Devlin, Assistant Police Chief Tuck Saunders, Fire Chief Lance Bracco, Library Director Waynette Ditto, Community Development Director Tracy Lankford, Finance Director Lee Garcia, Managing Director of Administration/Civil Service Director Katie Allgood, Human Resources Generalist Stephanie Thompson and City Secretary Lydia Lopez

Staff absent: City Engineer Miles Whitney

Workshop – 5:30 PM

1. Mayor Ed Passalugo called the meeting to order at 5:30 PM.
2. City Manager presented an update on municipal business:
 - a. Introduction of Civil Service Commission members (**Note:** A quorum of the Commission may be present; however, the Commission will not take any action.)
 - b. Report from City Engineer
 - c. Briefing and discussion concerning upcoming events.
 - o April 22, 2017 – Hounds and Sounds (Warren Park)
 - o May 6, 2017 - Household Hazardous Waste Day
 - o July 29, 2017 – National Night Out (Warren Park)
 - o September 30, 2017 – Dog Days
 - d. Briefing and discussion concerning Public Safety operations – Police & Fire.
3. Review regular meeting agenda items.
4. *A motion was made by Council Member Bill Fuller and seconded by Council Member Alex Snider to convene Executive Session at 5:53 PM pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:*
 - **Pursuant to §551.071 – Consultation with Attorney**
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
 - **Pursuant to §551.087 - Deliberation regarding Economic Development Negotiations.**
5. Close Executive Session. *A motion was made by Council Member Bill Fuller and seconded by Council Member Alex Snider to close the Executive Session and adjourn the Workshop at 6:58 PM, all seven in favor, motion passed.*

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER.** Mayor Passalugo called the meeting to order at 7:00 PM.
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – Mayor Ed Passalugo asked Finance Director Lee Garcia to lead the Pledge of Allegiance.
3. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL WORKSHOP AND REGULAR MEETING OF DECEMBER 5, 2016.** *A motion was made by Mayor Pro Tem Travis Bailey and seconded by Council Member Wilbert “Walky” Wachtendorf to approve the minutes as submitted but allow for corrections; all seven in favor, motion passed.*
4. **SPECIAL PRESENTATION OF THE DISTINGUISHED BUDGET PRESENTATION AWARD.** Mayor Ed Passalugo presented the Government Finance Officer’s Association Distinguished Budget Presentation Award to Finance Director Lee Garcia. The award represents a significant achievement in that it reflects the highest principles of governmental budgeting. Mayor and Council commended Ms. Garcia for her efforts in achieving this award.
5. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. NONE*
6. **PUBLIC HEARING ON STORM WATER MITIGATION.** Mayor Ed Passalugo opened the public hearing and asked if anyone present wished to speak regarding storm water mitigation. No one appeared. Public hearing was closed.
7. **PUBLIC HEARING AND ACTION ON AN ORDINANCE AMENDING CHAPTER 46 “PARKS AND RECREATION” OF THE CITY OF HEWITT, TEXAS CODE OF ORDINANCES; REPEALING THIS CHAPTER IN ITS ENTIRETY; REPLACING SAID CHAPTER PER EXHIBIT “A”; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY AND PROVIDING FOR AN EFFECTIVE DATE.** Mayor Ed Passalugo opened the hearing and asked if anyone present wished to speak for or against. No one appeared. Public hearing was closed. *A motion was made by Council Member Bill Fuller and seconded by Council Member Alex Snider to approve the ordinance; six in favor; one abstention (Council Member James Vidrine), motion passed.*
8. **AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE 2017 INTERLOCAL AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION.** *A motion was made by Council Member Alex Snider and seconded by Mayor Pro Tem Travis Bailey to approve, all seven in favor, motion passed.*

9. **CONSIDERATION AND ACTION ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, DESIGNATING THE OFFICIAL NEWSPAPER FOR PUBLICATION OF MATTERS PERTAINING TO THE CITY.** *A motion was made by Council Member Bill Fuller and seconded by Council Member Alex Snider to approve; all seven in favor, motion passed.*
10. **CONSIDERATION AND ACTION ON A RESOLUTION ORDERING A GENERAL ELECTION FOR THE CITY OF HEWITT ON SATURDAY, MAY 6, 2017, TO BE HELD AS A JOINT ELECTION WITH MCLENNAN COUNTY; AUTHORIZING A CONTRACT FOR ELECTION SERVICES; DESIGNATING POLLING PLACES AND PROVIDING FOR OTHER MATTERS RELATING TO THE GENERAL ELECTION.** *A motion was made by Mayor Pro Tem Travis Bailey and seconded by Council Member Wilbert “Walky” Wachtendorf to approve; all seven in favor, motion passed.*
11. **CONSIDERATION AND ACTION ON A RESOLUTION IN SUPPORT OF THE SUBMISSION OF A GRANT APPLICATION FOR THE CITY OF HEWITT POLICE DEPARTMENT BODY CAMERA PROJECT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.** *A motion was made by Mayor Pro Tem Travis Bailey and seconded by Council Member Alex Snider to approve; all seven in favor, motion passed.*
12. **CONSIDERATION AND ACTION ON AN ORDINANCE AMENDING ORDINANCE NO. 2012-02-06-1, CREATING TWO ADDITIONAL SERGEANT POSITIONS AND ABOLISHING TWO CORPORAL POSITIONS, AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR A SEVERABILITY; PROVIDING FOR A REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.** *A motion was made by Mayor Pro Tem Travis Bailey and seconded by Council Member Alex Snider to approve ordinance; all seven in favor, motion passed.*
13. **ADJOURN.** *A motion was made by Council Member Bill Fuller and seconded by Mayor Pro Tem Travis Bailey to adjourn the meeting at 7:29 PM, all seven in favor, motion passed.*

Approved: February 20, 2017

Lydia Lopez, City Secretary

Ed Passalugo, Mayor



COUNCIL AGENDA ITEM FORM

MEETING DATE: February 20, 2017

AGENDA ITEM #: 4

SUBMITTED BY: Jim Devlin, Police Chief

ITEM DESCRIPTION:

Promotional presentation and oath of office – Hewitt Police Department

STAFF RECOMMENDATION/ITEM SUMMARY:

Police Chief Jim Delvin will present two police officers for promotion from corporal to sergeant. Mayor Ed Passalugo will administer the oath of office.

ATTACHMENTS:

None



ITEM #5 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

1. Citizens are encouraged to discuss matters of concern with the staff and individual council members prior to placing items on the agenda. This will allow the matter to be properly investigated before it is presented to the entire council and will often expedite a resolution.

NO CITIZEN OR STAFF MEMBER MAY SPEAK OR OTHERWISE INTERRUPT ANY MEETING UNTIL RECOGNIZED BY THE PRESIDING OFFICER.

2. To maintain decorum at public hearings, the mayor will ask citizens in attendance if they wish to speak for or against the item on the agenda. If so, they will be given an opportunity to speak at the proper time and 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 a spokesperson to present their case.

Only under the agenda item “Hear Visitors” are citizens permitted to speak regarding matters that pertain to city business or address an item on the agenda. **The council is prohibited by law from discussing or acting on any item that has not been posted on the agenda.**

3. Individual citizens that discuss items not listed on the agenda shall be limited to **five minutes**. If five or more citizens wish to discuss a single item or topic that is not listed on the agenda, then the total presentation will be limited to a maximum of twenty-five minutes. City council members shall **not** enter into discussion on any subject that has not been properly placed on the agenda; however, council members may ask questions for clarification purposes.
4. As a general rule, citizens may not participate or address the council or staff during the workshop session.



COUNCIL AGENDA ITEM FORM

MEETING DATE: February 20, 2017

AGENDA ITEM #: 6

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Public hearing and consideration on an ordinance designating a certain area as a Reinvestment Zone for commercial and industrial tax abatement, within the City limits of the city of Hewitt, Texas, on property located on Alliance Parkway (also known as Lots 1-10, Block 1, Twynnbreux Addition to the City of Hewitt), to be known as Reinvestment Zone 2017-03, establishing the boundaries thereof, and providing for an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

This item is related to a proposed commercial development located on Alliance Parkway. A plat of the Twynnbreux Addition is included which shows the proposed area under consideration. This is the first of three actions being requested by the property owner. Because the property owner is seeking an abatement of a portion of city property taxes (tax abatement) for this development the City would be required to designate the land itself as a reinvestment zone. In this case, the Property Redevelopment and Tax Abatement Act, as amended, requires the City Council to find that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City". If approved, the City Council would be able to consider and formalize any development incentive for this particular parcel of land in accordance with the City's Policy on Economic Development. As provided by State Law, a parcel may only be designated a reinvestment zone for a period of ten (10) years without additional action by the City Council. A public hearing is required.

ATTACHMENTS:

Draft ordinance

ORDINANCE NO. 2017-02-20-

AN ORDINANCE DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT, WITHIN THE CITY LIMITS OF THE CITY OF HEWITT, TEXAS, ON PROPERTY LOCATED ON ALLIANCE PARKWAY (ALSO KNOWN AS LOTS 1-10, BLOCK 1, TWYNNBREUX ADDITION TO THE CITY OF HEWITT), TO BE KNOWN AS REINVESTMENT ZONE NO. 2017-03; ESTABLISHING THE BOUNDARIES THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hewitt, Texas desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial-industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended; and

WHEREAS, on the 20th day of February, 2017, a hearing before the City Council was had, such date being at least seven (7) days after the date of publication of the notice of such public hearing and the delivering of written notice to all taxing entities within its boundaries of real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and any concerns regarding the offering of tax abatement incentives; and

WHEREAS, the proponents of the reinvestment zone offered evidence in favor of all of the foregoing matters relating to the creation of the reinvestment zone and _____ opponents of the reinvestment zone appeared to contest the creation of the reinvestment zone, if any;

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

1. That the facts and recitation contained in the preamble of this Ordinance are hereby found and declared to be true and correct.
2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:
3. That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping in the territory inside the proposed reinvestment zone;

4. That the boundaries of the reinvestment zone should be all of the land depicted in the plat of TWYNNBREUX Addition, Lots 1-10, Block 1 attached hereto as "Exhibit A"; and
5. That creation of the proposed zone with boundaries as described in "Exhibit A" will result in benefits to the City and to land included in the zone and that the improvements sought are feasible and practical ; and
6. That the reinvestment zone as defined in "Exhibit A" meets the criteria for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
7. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the City hereby creates a reinvestment zone for commercial-industrial tax abatement encompassing only the area depicted in "Exhibit A" and such reinvestment zone is hereby designated and shall hereafter be referred to as Reinvestment Zone No. 2017-03 of the City of Hewitt, Texas; and
8. That the zone shall take effect immediately, and shall remain designated as a commercial-industrial reinvestment zone for a period of ten (10) years from such date of designation. Provided however, the expiration of the designation does not affect an existing tax abatement agreement; and
5. That to be considered for execution of an agreement for tax abatement the commercial-industrial project shall comply with the guidelines and criteria governing tax abatements as outlined in the City's Policy on Economic Development Incentives.
6. That written agreement with the property owner(s) located within the zone shall conform to the City's Policy on Economic Development and the Property Redevelopment and Tax Abatement Act.
7. That if any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.
8. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times as required by the Open Meetings Law and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of the City, and furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entities as prescribed by the Property Redevelopment and Tax Abatement Act, as amended .
9. That this Ordinance shall take effect immediately from and after its passage by the City Council.

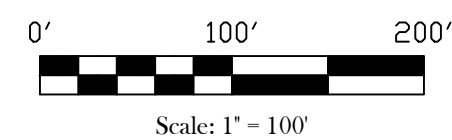
PASSED and APPROVED on the 20th day of February, 2017 by the City Council for the City of Hewitt, Texas.

CITY OF HEWITT, TEXAS

Ed Passalugo, Mayor

ATTEST:

Lydia Lopez, City Secretary

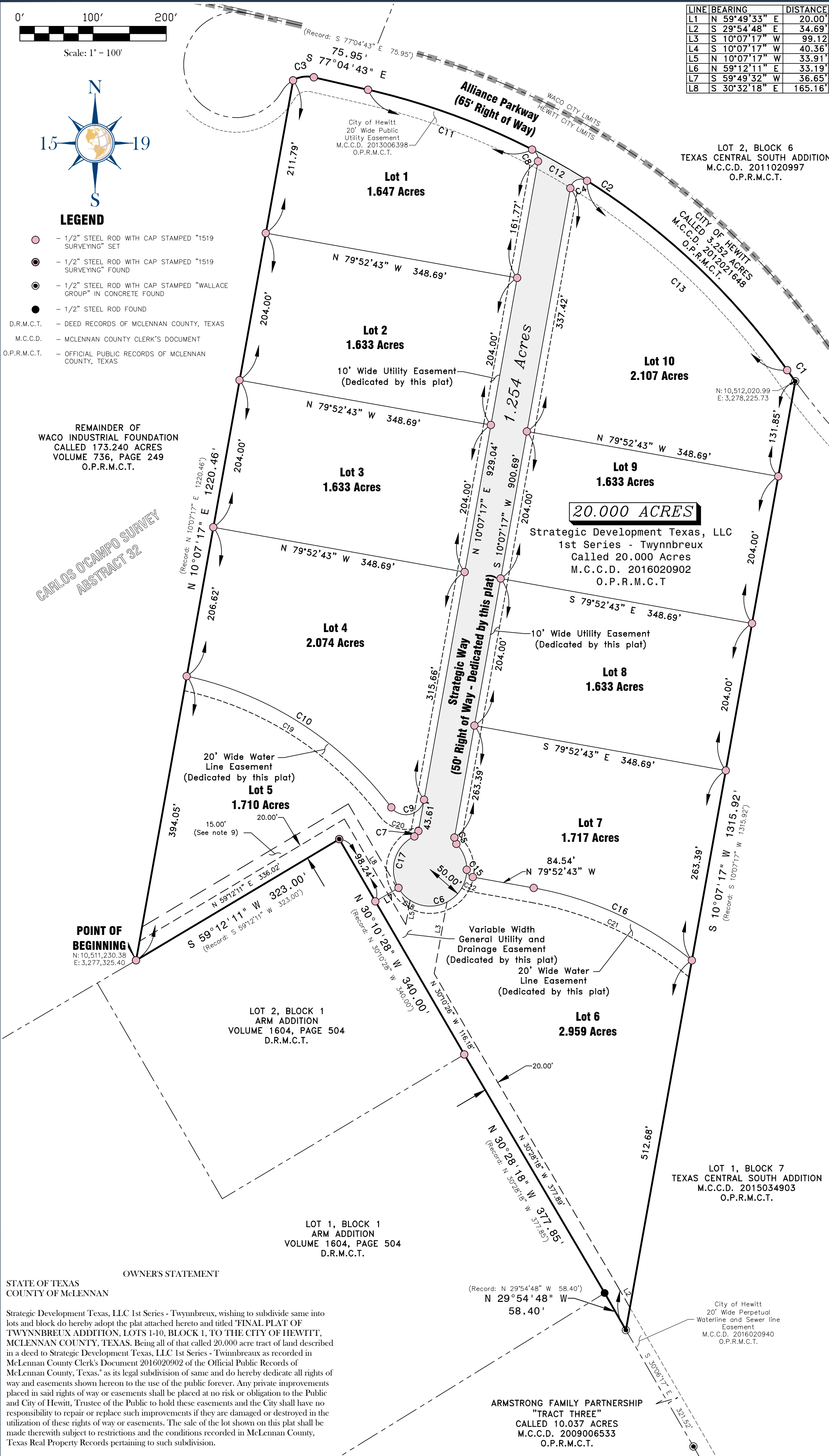


LEGEND

- 1/2" STEEL ROD WITH CAP STAMPED "1519 SURVEYING" SET
- 1/2" STEEL ROD WITH CAP STAMPED "1519 SURVEYING" FOUND
- 1/2" STEEL ROD WITH CAP STAMPED "WALLACE GROUP" IN CONCRETE FOUND
- 1/2" STEEL ROD FOUND
- D.R.M.C.T. - DEED RECORDS OF MCLENNAN COUNTY, TEXAS
- M.C.C.D. - MCLENNAN COUNTY CLERK'S DOCUMENT
- O.P.R.M.C.T. - OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS

REMAINDER OF WACO INDUSTRIAL FOUNDATION CALLED 173.240 ACRES VOLUME 736, PAGE 249 O.P.R.M.C.T.

CARLOS O'CAMPO SURVEY ABSTRACT 32



LINE	BEARING	DISTANCE
L1	N 59°49'33" E	20.00'
L2	S 29°54'48" E	34.69'
L3	S 10°07'17" W	99.12'
L4	S 10°07'17" W	40.36'
L5	N 10°07'17" W	33.91'
L6	N 59°12'11" E	33.19'
L7	S 59°49'32" W	36.65'
L8	S 30°32'18" E	165.16'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1032.50'	18.62'	18.62'	S 35°56'46" E	1°01'59"
C2	967.50'	704.15'	688.71'	S 56°13'43" E	41°42'00"
C3	40.00'	29.34'	28.69'	N 81°54'24" E	42°01'19"
C4	15.00'	29.34'	24.88'	S 66°09'17" W	112°04'01"
C5	10.00'	9.48'	9.13'	S 17°02'10" E	54°18'53"
C6	50.00'	130.29'	96.43'	N 75°10'35" E	149°17'54"
C7	10.00'	9.48'	9.13'	N 37°16'43" E	54°18'53"
C8	15.00'	19.12'	17.85'	N 26°23'56" W	73°02'25"
C9	25.00'	58.03'	45.85'	N 76°37'26" E	133°00'18"
C10	475.00'	339.18'	332.02'	S 57°19'49" E	40°54'47"
C11	967.50'	239.10'	238.49'	N 69°59'56" W	14°09'35"
C12	967.50'	86.24'	86.21'	N 60°21'55" W	5°06'26"
C13	967.50'	378.81'	376.39'	N 46°35'43" W	22°25'59"
C15	10.00'	14.03'	12.91'	N 39°40'33" W	80°24'21"
C16	475.00'	240.08'	237.53'	N 65°23'57" W	28°57'33"
C17	50.00'	82.56'	73.50'	S 17°07'51" W	94°36'37"
C18	50.00'	51.41'	49.17'	S 59°37'48" E	58°54'40"
C19	455.00'	324.17'	317.36'	N 57°17'03" W	40°49'16"
C20	45.00'	60.28'	55.87'	N 75°15'02" W	76°45'14"
C21	455.00'	241.12'	238.31'	N 64°41'51" W	30°21'45"
C22	30.00'	12.65'	12.55'	N 67°48'04" W	24°09'18"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1032.50'	18.62'	18.62'	S 35°56'46" E	1°01'59"
C2	967.50'	704.15'	688.71'	S 56°13'43" E	41°42'00"
C3	40.00'	29.34'	28.69'	N 81°54'24" E	42°01'19"

NOTES:

- Electricity provided by ONCOR.
- By graphic plotting only, the subject property appears to be located in FEMA Other Areas Zone X (arcas determined to be outside the 0.2% annual chance floodplain) according to the FEMA Flood Insurance Rate Map No. 48309C0335, having an effective date of September 26, 2008. This surveyor makes no guaranty to the accuracy of said Flood Insurance Rate Map.
- Proposed land use: Business Park.
- Current Zoning: BP, Business Park District
- No structures located on subject property.
- Nearest fire hydrant is located approximately 74.23' southeast from the northeast corner of the subject property.
- Unless otherwise shown, all utility easements are 10' wide at ground elevation to 13' above ground and 15' wide from 13' upward, reference Hewitt City Ordinance No. 05-07-4.
- Found monuments delineating part of the exterior subdivision boundary shall be left as found. Monuments set as part of the exterior boundary, as well as interior block corners, shall be set in accordance with Appendix B, Part II, Section I.I of the Hewitt, Texas Code of Ordinances, and shall be 1/2 inch steel rods set with plastic cap stamped "1519 Surveying".
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- PROJECT BENCHMARK: Square cut in concrete storm drain inlet. Northing: 10,511,744.38; Easting: 3,278,661.23; ELEV: 611.18.

LEGAL DESCRIPTION

20.000 ACRES

STATE OF TEXAS:

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BEGINNING at a 1/2 inch steel rod found for the southwest corner of said 20.000 acres, being in the northwest line of Lot 2, Block 1 of the Arm Addition as shown on the plat recorded in Volume 1604, Page 504 of the Deed Records of McLennan County, Texas;

THENCE North 10 degrees 07 minutes 17 seconds East, with the west line of said 20.000 acres, 1220.46 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found in the south line of that called 3.252 acre tract of land described in a deed to the City of Hewitt as recorded in M.C.C.D. 2012021648 of the O.P.R.M.C.T., known as Alliance Parkway, for the northwest corner of said 20.000 acres and the beginning of a curve to the right;

THENCE with the common line of said 20.000 acres and Alliance Parkway the following 4 bearings and distances:

with said curve to the right, having a radius of 40.00 feet and a chord of North 81 degrees 54 minutes 24 seconds East, 28.69 Feet, an arc length of 29.34 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found;

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With said curve to the right, having a radius of 967.50 feet and a chord of South 56 degrees 13 minutes 43 seconds East, 688.71 feet, an arc length of 704.15 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found at the beginning of a curve to the left;

with said curve to the left, having a radius of 1032.50 feet and a chord of South 35 degrees 56 minutes 46 seconds East, 18.62 feet, an arc length of 18.62 feet to a 1/2 inch steel rod with cap stamped "WALLACE GROUP" in concrete found for the northwest corner of Lot 1, Block 7 of the Texas Central South Addition as shown on the plat recorded in M.C.C.D. 2015034903 of the O.P.R.M.C.T.;

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Measures bearings based on grid North, State Plane Coordinate System, NAD 83, Texas Central Zone (4203).

STATE OF TEXAS
COUNTY OF MCLENNAN

Approved this _____ day of _____, 20____, by the
Hewitt Planning and Zoning Commission of the City of Hewitt,
Texas.

Chairman _____

Zoning Secretary _____

FINAL PLAT OF
TWYNNBREUX ADDITION, LOTS 1-10, BLOCK 1,
TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS.
Being all of that called 20.000 acre tract of land described in a deed to Strategic Development Texas, LLC 1st Series - Twynnbreux as recorded in McLennan County Clerk's Document 2016020902 of the Official Public Records of McLennan County, Texas.

FINAL PLAT
LOTS 1-10, BLOCK 1
TWYNNBREUX ADDITION,
CITY OF HEWITT
MCLENNAN COUNTY, TEXAS

1519 Job No.: 37343	Drawn By: JEM
Sheet 1 of 2	Reviewed By: JDD
Property Address: Alliance Parkway Hewitt, Texas	Prepared For: Curt Liles

STATE OF TEXAS
COUNTY OF MCLENNAN

Strategic Development Texas, LLC 1st Series - Twynnbreux, wishing to subdivide same into lots and block do hereby adopt the plat attached hereto and titled "FINAL PLAT OF TWYNNBREUX ADDITION, LOTS 1-10, BLOCK 1, TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS. Being all of that called 20.000 acre tract of land described in a deed to Strategic Development Texas, LLC 1st Series - Twynnbreux as recorded in McLennan County Clerk's Document 2016020902 of the Official Public Records of McLennan County, Texas," as its legal subdivision of same and do hereby dedicate all rights of way and easements shown hereon to the use of the public forever. Any private improvements placed in said rights of way or easements shall be placed at no risk or obligation to the Public and City of Hewitt, Trustee of the Public to hold these easements and the City shall have no responsibility to repair or replace such improvements if they are damaged or destroyed in the utilization of these rights of way or easements. The sale of the lot shown on this plat shall be made therewith subject to restrictions and the conditions recorded in McLennan County, Texas Real Property Records pertaining to such subdivision.

Strategic Development Texas, LLC 1st Series - Twynnbreux

by: Curt Liles, Manager
3508 Baylor Camp Road
Crawford, Texas 76638

STATE OF TEXAS
COUNTY OF MCLENNAN

Before me, the undersigned authority, Notary Public in and for the State of Texas, on this day personally appeared, Curt Liles, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this the ____ day of _____, 2016.

Notary Public in and for the State of Texas
My Commission Expires _____

KNOW ALL MEN BY THESE PRESENTS:

That I, James David Dossey, do hereby certify that I made an actual and accurate survey of the platted land and that the corner monuments shown on the foregoing plat were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Hewitt, Texas.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

James David Dossey
R.P.L.S. No. 6112
November __, 2016



COUNCIL AGENDA ITEM FORM

MEETING DATE: February 20, 2017

AGENDA ITEM #: 7

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider and take appropriate action authorizing the City Manager to negotiate and execute an Economic Development Grant for Land Development with STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX for property located within Reinvestment Zone 2017-03, providing for an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt is in receipt of a request from Curt Liles with STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX to consider an Economic Development Grant for Land Development. This item is not a request for a Tax Abatement. This is a request for a portion of property taxes received to be reimbursed back to the developer to offset costs related to initial public infrastructure construction. This is the second of three items related to the request by Curt Liles for Economic Development Incentives related to Twynnbreux.

Mr. Liles has proposed construction of public infrastructure (street, water lines, sewer lines, drainage facilities, and related appurtenances) to support commercial and industrial development of Ten (10) Lots on Strategic Way in Hewitt (Please see attached plat). In this case, Mr. Liles is proposing construction of approximately \$723,700 in public infrastructure. Under the City's Policy on Economic Development, Mr. Liles may request the City to consider reimbursing up to 30% of his costs over the next ten (10) years. Using the estimated \$723,700 cost, he is requesting reimbursement of up to \$217,110 from the City.

The source of the funds would be from the property taxes received by the City for improvements made to the 10 lots in the Twynnbreux Addition over the next ten years. Specifically, only 50% of City taxes collected for improvements in the Twynnbreux Addition (AFTER any abatement) would be used for this purpose. Only the value of new improvements are included in calculating the reimbursement. The underlying value of the land is not used in calculating any reimbursement.

Under this provision in the City's Policy, Mr. Liles could receive reimbursement for improvements as the lots develop and buildings are built. Mr. Liles has a significant financial incentive to promote the development of the 10 lots as quickly as possible in order to receive the full (\$217,110) rebate from the City. A scenario, with basic assumptions, is included in the back up material that illustrates the impact development on Lot 1 only would have on reimbursement to Mr. Liles over the next 10 years.

ATTACHMENTS:

Draft agreement w/backup

THE STATE OF TEXAS §
MCLENNAN COUNTY §

ECONOMIC DEVELOPMENT GRANT FOR LAND DEVELOPMENT AGREEMENT

This agreement is entered into by and between the City of Hewitt, Texas, a municipal corporation of McLennan County, Texas duly acting herein by and through its City Manager, hereinafter referred to as CITY; and STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX duly acting by and through its Owner, Curt Liles, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, the CITY has previously adopted a Policy on Economic Development Incentives; and

WHEREAS, the Policy on Economic Development Incentives constitutes appropriate guidelines and criteria governing land development agreements to be entered into by the CITY; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the Hewitt area for the long term interest and benefit of the CITY; and

WHEREAS, the contemplated use of the property, as hereinafter defined, the contemplated improvements to the property in the amount as set forth in this AGREEMENT and the other terms hereof are consistent with encouraging development of Hewitt in accordance with the CITY'S Policy on Economic Development Incentives and all applicable laws;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The property to be the subject of this AGREEMENT shall be that property described and attached hereto as EXHIBIT "A" and made a part hereof and shall be hereinafter referred to as PROPERTY.

2. The OWNER shall make public infrastructure improvements to the PROPERTY as described in Exhibit "B" (hereinafter referred to as IMPORVEMENTS) with a total IMPROVEMENTS cost of at least \$723,700.00 (Seven Hundred Twenty Three Thousand Seven Hundred Dollars and No Cents) and substantially complete the same on or about September 15, 2017; provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose; "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions, floods, and strikes. The date of completion of the IMPROVEMENTS shall be defined as the date the City of Hewitt Officially Accepts the Subdivision.

3. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable state and local laws, codes, and regulations or valid waiver thereof. In further consideration, OWNER shall thereafter, the date of the CITY'S Official Acceptance of the Subdivision continuously enforce any COVENANTS AND RESTRICTIONS for the duration of this AGREEMENT.

4. In the event that (a) the IMPROVEMENTS for which a grant has been granted are not completed in accordance with this AGREEMENT or (b) OWNER allows its ad valorem taxes owed the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or (c) OWNER breaches any of the terms of conditions of this AGREEMENT, then this AGREEMENT shall be in default. In the event that the OWNER defaults in its performance of either (a), (b), or (c) above, then the CITY shall give the OWNER written notice via certified mail to the OWNER at its corporate office address of record. If such default is not cured within sixty (60) days, then the agreement may be terminated at the discretion of the City's governing body with a simple majority vote.

5. The CITY represents and warrants that the PROPERTY does not include any property that is owned by a member of the Planning and Zoning Commission or City Council.

6. The terms and conditions of the AGREEMENT are binding upon the successors and assigns of all parties hereto. However, this AGREEMENT cannot be assigned by OWNER other than to a wholly-owned subsidiary of OWNER unless written permission is first granted by the CITY, which permission shall be at the sole discretion of the CITY.

7. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the CITY therefrom; it is further understood and agreed among the parties that the CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the CITY agrees to indemnify and hold harmless the OWNER therefrom.

8. The OWNER further agrees that the CITY, its agents and employees, shall have reasonable right of access to the property to inspect the IMPROVEMENTS in order to insure that the construction of the IMPROVEMENTS are in accordance with this AGREEMENT and all applicable state and local laws and regulations or valid waiver thereof. The OWNER shall also provide the CITY with copies of the invoices for the IMPROVEMENTS and copies of the checks used to pay the invoices.

9. Subject to the terms and conditions of the AGREEMENT, the CITY shall provide over the life of this AGREEMENT a maximum total grant \$217,110, but under no circumstance more than 30% of the cost of the public improvements that will be donated to the CITY at the completion of the IMPROVEMENTS.

10. The OWNER shall meet the terms and conditions that are established in the CITY'S Policy on Economic Development Incentives. The CITY and OWNER agree to use the McLennan County Tax Appraisal District's values as the official scale to determine if property(ies) meet the property-value threshold requirements for eligibility under this AGREEMENT.

11. The OWNER agrees to inform the CITY in writing when it feels that the requirements for grant payments have been accomplished.

12. The CITY shall provide grant payments based on the increased value of the eligible property improvements of a business that locates in the development as described in the CITY'S Policy on Economic Development Incentives. The grant payments will be made on July 1st of each year of this agreement for 50% of the total ad valorem tax that the CITY collects (after any tax abatements) from the eligible property of a locating business. If a business used to qualify for grant payments fails to pay its ad valorem tax by July 1st, the CITY shall not use the business in calculating the annual payment for the year.

13. This AGREEMENT shall extend for a period of ten (10) years beginning from the first day of January 2018 and expiring on the 31st day of December 2028.

14. This AGREEMENT was authorized by the City Council at its regularly scheduled meeting on the 20th day of February, 2017, authorizing the City Manager to execute the AGREEMENT on behalf of the city.

15. This AGREEMENT was entered into by STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX Pursuant to authority granted by its Owner.

16. This AGREEMENT shall continue a valid and binding AGREEMENT between the CITY and STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX.

This AGREEMENT is performable in McLennan County, Texas witness our hands this 20th day of February, 2017.

APPROVED:

Adam Miles, City Manager

ATTEST:

Lydia Lopez, City Secretary

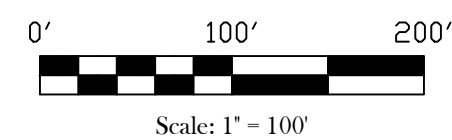
STRATEGIC DEVELOPMENT TEXAS, LLC
1ST SERIES - TWYNNBREUX

Curt Liles, Owner

Exhibit A

Plat of Property

Twynnbreux Addition, Lots 1-10, Block 1

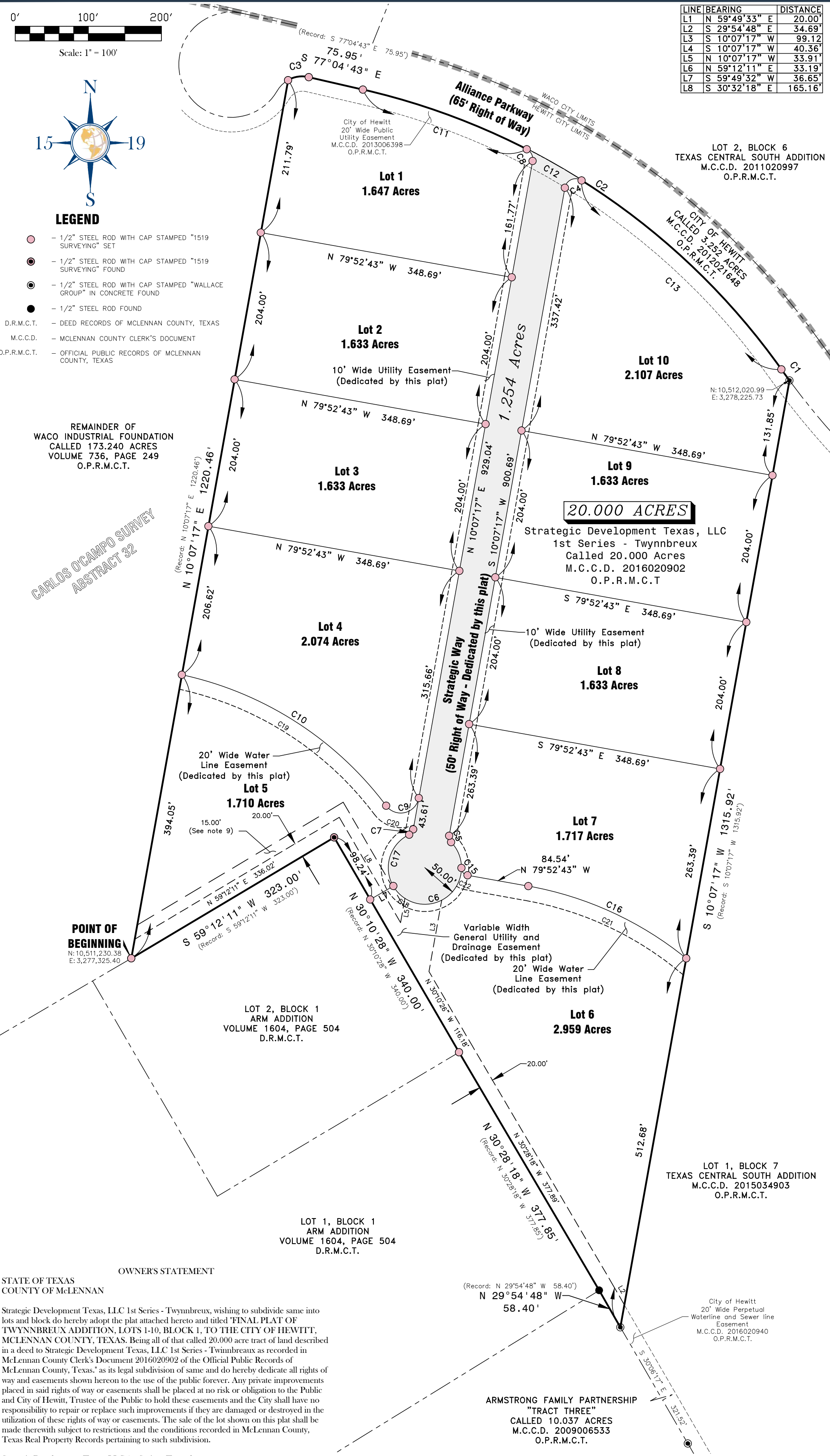


LEGEND

- 1/2" STEEL ROD WITH CAP STAMPED "1519 SURVEYING" SET
- 1/2" STEEL ROD WITH CAP STAMPED "1519 SURVEYING" FOUND
- 1/2" STEEL ROD WITH CAP STAMPED "WALLACE GROUP" IN CONCRETE FOUND
- 1/2" STEEL ROD FOUND
- D.R.M.C.T. - DEED RECORDS OF MCLENNAN COUNTY, TEXAS
- M.C.C.D. - MCLENNAN COUNTY CLERK'S DOCUMENT
- O.P.R.M.C.T. - OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS

REMAINDER OF WACO INDUSTRIAL FOUNDATION CALLED 173.240 ACRES VOLUME 736, PAGE 249 O.P.R.M.C.T.

CARLOS O'CAMPO SURVEY ABSTRACT 32



LINE	BEARING	DISTANCE
L1	N 59°49'33" E	20.00'
L2	S 29°54'48" E	34.69'
L3	S 10°07'17" W	99.12'
L4	S 10°07'17" W	40.36'
L5	N 10°07'17" W	33.91'
L6	N 59°12'11" E	33.19'
L7	S 59°49'32" W	36.65'
L8	S 30°32'18" E	165.16'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1032.50'	18.62'	18.62'	S 35°56'46" E	1°01'59"
C2	967.50'	704.15'	688.71'	S 56°13'43" E	41°42'00"
C3	40.00'	29.34'	28.69'	N 81°54'24" E	42°01'19"
C4	15.00'	29.34'	24.88'	S 66°09'17" W	112°04'01"
C5	10.00'	9.48'	9.13'	S 17°02'10" E	54°18'53"
C6	50.00'	130.29'	96.43'	N 75°10'35" E	149°17'54"
C7	10.00'	9.48'	9.13'	N 37°16'43" E	54°18'53"
C8	15.00'	19.12'	17.85'	N 26°23'56" W	73°02'25"
C9	25.00'	58.03'	45.85'	N 76°37'26" E	133°00'18"
C10	475.00'	339.18'	332.02'	S 57°19'49" E	40°54'47"
C11	967.50'	239.10'	238.49'	N 69°59'56" W	14°09'35"
C12	967.50'	86.24'	86.21'	N 60°21'55" W	5°06'26"
C13	967.50'	378.81'	376.39'	N 46°35'43" W	22°25'59"
C15	10.00'	14.03'	12.91'	N 39°40'33" W	80°24'21"
C16	475.00'	240.08'	237.53'	N 65°23'57" W	28°57'33"
C17	50.00'	82.56'	73.50'	S 17°07'51" W	94°36'37"
C18	50.00'	51.41'	49.17'	S 59°37'48" E	58°54'40"
C19	455.00'	324.17'	317.36'	N 57°17'03" W	40°49'16"
C20	45.00'	60.28'	55.87'	N 75°15'02" W	76°45'14"
C21	455.00'	241.12'	238.31'	N 64°41'51" W	30°21'45"
C22	30.00'	12.65'	12.55'	N 67°48'04" W	24°09'18"

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COUNTY OF MCLENNAN

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Hewitt Planning and Zoning Commission of the City of Hewitt,
Texas.

Chairman _____

Zoning Secretary _____

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LOTS 1-10, BLOCK 1
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CITY OF HEWITT
MCLENNAN COUNTY, TEXAS

1519 Job No.: 37343	Drawn By: JEM
Sheet 1 of 2	Reviewed By: JDD
Property Address: Alliance Parkway Hewitt, Texas	Prepared For: Curt Liles

OWNER'S STATEMENT
STATE OF TEXAS
COUNTY OF MCLENNAN

Strategic Development Texas, LLC 1st Series - Twynnbreux, wishing to subdivide same into lots and block do hereby adopt the plat attached hereto and titled "FINAL PLAT OF TWYNNBREUX ADDITION, LOTS 1-10, BLOCK 1, TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS. Being all of that called 20.000 acre tract of land described in a deed to Strategic Development Texas, LLC 1st Series - Twynnbreux as recorded in McLennan County Clerk's Document 2016020902 of the Official Public Records of McLennan County, Texas," as its legal subdivision of same and do hereby dedicate all rights of way and easements shown hereon to the use of the public forever. Any private improvements placed in said rights of way or easements shall be placed at no risk or obligation to the Public and City of Hewitt, Trustee of the Public to hold these easements and the City shall have no responsibility to repair or replace such improvements if they are damaged or destroyed in the utilization of these rights of way or easements. The sale of the lot shown on this plat shall be made therewith subject to restrictions and the conditions recorded in McLennan County, Texas Real Property Records pertaining to such subdivision.

Strategic Development Texas, LLC 1st Series - Twynnbreux

by: Curt Liles, Manager
3508 Baylor Camp Road
Crawford, Texas 76638

STATE OF TEXAS
COUNTY OF MCLENNAN

Before me, the undersigned authority, Notary Public in and for the State of Texas, on this day personally appeared, Curt Liles, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this the ____ day of _____, 2016.

Notary Public in and for the State of Texas
My Commission Expires _____

KNOW ALL MEN BY THESE PRESENTS:

That I, James David Dossey, do hereby certify that I made an actual and accurate survey of the platted land and that the corner monuments shown on the foregoing plat were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Hewitt, Texas.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

James David Dossey
R.P.L.S. No. 6112
November __, 2016

1519 Surveying, LLC
5054 Franklin Avenue Suite A Waco, TX 76710 Ph: 254-776-1519 TBPLS Firm# 10193908
www.1519surveying.com

Exhibit B

IMPROVEMENTS to be Constructed

1. Strategic Way - new paved city street
2. Sanitary Sewer Mains per Hewitt City Code
3. Water Mains per Hewitt City Code

Infrastructure Development Grant - Reimbursement (Rebate) Program

Assumptions

- Underlying value of land is not included as part of infrastructure rebate grant
- Initial Value of public improvements by developer \$ 723,700
- Up to 30% reimbursement for Infrastructure payable by City over 10 years
- Estimated Infrastructure completion September 2017
- Reimbursements paid from 50% of actual ad valorem tax receipts from improvements after abatements for all lots within development.

Initial Value of Public Infrastructure \$ 723,700

30% reimbursable = up to a maximum of \$ 217,110

Using the Twynnbreux Scenario “B” Tax Abatement as an Example

The scenario below is based on the 7 year abatement for development on Lot 1 and NO other development on Strategic Way. Note: There are 10 Lots on Strategic Way available for future development. Again, this assumes Lot 1 has \$1.2 Million in initial improvements.

90% abatement for 5 years; 80% abatement for 2 years

Year	Abatement %	Rebate	Hewitt Portion	Rebate 50%
1	90%	\$5,828.51	\$ 647.61	\$ 323.81
2	90%	\$5,828.51	\$ 647.61	\$ 323.81
3	90%	\$5,828.51	\$ 647.61	\$ 323.81
4	90%	\$5,828.51	\$ 647.61	\$ 323.81
5	90%	\$5,828.51	\$ 647.61	\$ 323.81
6	80%	\$5,180.90	\$1,295.22	\$ 647.61
7	80%	\$5,180.90	\$1,295.22	\$ 647.61
8	0%	\$ 0	\$6,476.12	\$3,238.06
9	0%	\$ 0	\$6,476.12	\$3,238.06
10	0%	\$ 0	\$6,476.12	\$3,238.06
TOTAL		\$39,504.35	\$25,256.85	\$12,628.45 Max

In this scenario, assuming the 7 year tax abatement on improvements, Lot 1 development would contribute \$12,628.45 towards the \$217,110 (30% reimbursable portion).

The City of Hewitt would also receive \$12,628.45 in net property taxes (after abatements and infrastructure rebates) over the first 10 years.

Over time, the value of the improvements on the other lots would also be used as part of the overall rebate of the \$217,110. It is clear the developer has a significant incentive to quickly facilitate future development in the Twynnbreux Addition. In other words, since the infrastructure rebate expires in 10 years, more development will give them a better chance of recouping the initial infrastructure investment.



COUNCIL AGENDA ITEM FORM

MEETING DATE: February 20, 2017

AGENDA ITEM #: 8

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider and take appropriate action on a resolution authorizing the City Manager to negotiate and execute a Tax Abatement agreement with STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX for commercial and industrial improvements on Lot 1, Block 1, Twynnbreux Addition to the City of Hewitt, providing an effective date. authorizing the City Manager to negotiate and execute an Economic Development Grant for Land Development with STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX for property located within Reinvestment Zone 2017-03, providing for an effective date.

STAFF RECOMMENDATION/ITEM SUMMARY:

This is the third of three items related to the proposed Twynnbreux Development on Alliance Parkway. Curt Liles has submitted a request to the City of Hewitt for a tax abatement for a new building on Lot 1, Block 1, Twynnbreux Addition (See attached plat). Mr. Liles expects the new office/showroom/warehouse building to cost approximately \$1.2 Million and be completed on or about April 1, 2018. In accordance with Hewitt's Policy on Economic Development, if approved, a portion of the value of the new building would be abated for a period of time not to exceed ten (10) years. As with other Tax Abatements, after collecting the property taxes the City would then refund Mr. Liles per an approved schedule. The value of the underlying land is NOT eligible for a tax abatement.

Attached is a summary, with basic assumptions, showing the dollar value of the abatements under 2 scenarios. Scenario A shows a 10 year plan, with Scenario B showing a 7 year plan. Additionally, a draft tax abatement agreement is included for review and consideration as well.

ATTACHMENTS:

Resolution/Tax abatement agreement

THE STATE OF TEXAS §
McLENNAN COUNTY §

TAX ABATEMENT AGREEMENT

This agreement is entered into by and between the City of Hewitt, Texas, a municipal corporation of McLennan County, Texas duly acting herein by and through its City Manager, hereinafter referred to as CITY; and STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX duly acting by and through its Owner, Curt Liles, hereinafter referred to as OWNER.

WITNESSETH

WHEREAS, on the 20th day of February, 2017, the City Council of the City of Hewitt, Texas passed an ordinance establishing Reinvestment Zone No. 2017-03 in the City of Hewitt, Texas for commercial-industrial tax abatement, hereinafter referred to as ORDINANCE, as authorized by the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the CITY has previously adopted a Policy on Economic Development Incentives; which constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY as required by the Property Redevelopment and Tax Abatement Act; and

WHEREAS, in order to enhance the commercial-industrial economic employment base of the Hewitt area for the long term interest and benefit of the CITY; and

WHEREAS, in order to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality; and

WHEREAS, the contemplated use of the property, as hereinafter defined, the contemplated improvements to the property in the amount as set forth in the AGREEMENT and the other terms hereof are consistent with encouraging development of the CITY and said Reinvestment Zone No. 2017-03 in accordance with the purpose for its creation and are in compliance with the CITY's Policy on Economic Development Incentives and the ORDINANCE creating such reinvestment zone adopted by the CITY and all applicable laws;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The property to be the subject of this AGREEMENT shall be that property located at 600 Strategic Way (also known as Lot 1, Block 1, Twynnbreux Addition to the City of Hewitt, Texas) made a part hereof and shall be herein after referred to as PROPERTY.
2. The OWNER shall make IMPROVEMENTS to the property as specifically described in Exhibit "A" (hereinafter referred to as IMPROVEMENTS) with a total improvement cost of at least \$1.2 Million and substantially complete the same on or about April 1, 2018; provided, that OWNER shall have such additional time to complete the IMPROVEMENTS

as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure: shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, act of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions, floods, and strikes. The date of completion of the IMPROVEMENTS shall be defined as the date a Certificate of Occupancy is issued by the City of Hewitt.

3. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable state and local laws, codes, and regulations or valid waiver thereof. In further consideration, OWNER shall thereafter, from the date a Certificate of Occupancy is issued until the expiration of this AGREEMENT, continuously operate and maintain the PROPERTY as a commercial warehouse and distribution center.
4. In the event that (a) the IMPROVEMENTS for which an abatement has been granted are not completed in accordance with this AGREEMENT or (b) OWNER allows its ad valorem taxes owed the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or (c) OWNER breaches any of the terms or conditions of this AGREEMENT, then this AGREEMENT shall be in default. In the event that the OWNER defaults in its performance of either (a), or (b), or (c) above, then the CITY shall give the OWNER written notice of such default and if the OWNER has not cured such default within thirty (30) days of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a sixty (60) day period owing to cause beyond the control of the OWNER, this AGREEMENT may be terminated by the CITY. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the Owner at its corporate office address of record. As liquidated damages in the event of default, all taxes which otherwise would have been paid to the CITY without the benefit of abatement (interest will be charged at the statutory rate for delinquent taxes as determined by the Property Tax Code, but without the addition of penalty) will immediately become a debt to the CITY and shall be due, owing and paid to the CITY within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of the CITY subject to any and all lawful offsets, settlements, deductions, or credits to which OWNER may be entitled.
5. In the event that IMPROVEMENTS are completed and OWNER fails to provide services or subsequently discontinues the services for any reason for a continuous period of 180 days, then this AGREEMENT shall terminate and so shall the abatement of the taxes for the same period during which the facility no longer provides services. The taxes abated for the portion of the calendar year of which the facility discontinued use shall be paid to the City of Hewitt within sixty (60) days from the date of termination.

6. The CITY represents and warrants that the PROPERTY does not include any property that is owned by a member of the City Council or Planning and Zoning Commission.
7. The terms and conditions of the AGREEMENT are binding upon the successors and assigns of all parties hereto. However, this AGREEMENT cannot be assigned by OWNER other than to a wholly-owned subsidiary of OWNER unless written permission is first granted by the CITY, which permission shall be at the sole discretion of the CITY.
8. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the CITY therefrom; it is further understood and agreed among the parties that the CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the CITY agrees to indemnify and hold harmless the OWNER therefrom.
9. The OWNER further agrees that the CITY, its agents and employees, shall have reasonable right of access to the property to inspect the IMPROVEMENTS in order to insure that the construction of the IMPROVEMENTS are in accordance with this AGREEMENT and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the CITY shall have the continuing right to inspect the PROPERTY to insure that it is thereafter maintained and operated in accordance with this AGREEMENT during the term of the AGREEMENT.
10. Subject to the terms and conditions of this AGREEMENT, and subject to the rights and holders of any outstanding bonds of the CITY, a portion of ad valorem real property taxes and personal property taxes for IMPROVEMENTS that are listed in Exhibit "B" shall be entitled to a real property exemption and a personal property exemption for the amount and for the time equal to the following schedule:

TAX ABATEMENT SCHEDULE

YEAR	VALUE TO BE ABATED
1. 2018	<u>80%</u>
2. 2019	<u>80%</u>
3. 2020	<u>80%</u>
4. 2021	<u>80%</u>
5. 2022	<u>80%</u>

YEAR	VALUE TO BE ABATED
6. 2023	<u>50%</u>
7. 2024	<u>50%</u>
8. 2025	<u>50%</u>
9. 2026	<u>50%</u>
10. 2027	<u>50%</u>

OR

TAX ABATEMENT SCHEDULE

YEAR	VALUE TO BE ABATED
1. 2018	<u>90%</u>
2. 2019	<u>90%</u>
3. 2020	<u>90%</u>
4. 2021	<u>90%</u>
5. 2022	<u>90%</u>

YEAR	VALUE TO BE ABATED
6. 2023	<u>80%</u>
7. 2024	<u>80%</u>

for the taxes assessed upon the increased value of the IMPROVEMENTS over the value established by the McLennan County Appraisal District in 2017, the base year which this AGREEMENT is executed and in accordance with the terms of this AGREEMENT and all applicable state and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the property and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Abatements described in this AGREEMENT shall take effect on January 1 of the next tax year after the IMPROVEMENTS are substantially completed. As per the CITY's Policy on Economic Development Incentives the following personal property shall not qualify for tax abatements: supplies, tools, or other forms of movable personal property such as vehicles, vessels, aircraft, or property which has an economic life of less than ten (10) years.

11. This AGREEMENT was authorized by resolution of the City Council at its regularly scheduled meeting on the 20th day of February, 2017, authorizing the City Manager to execute the AGREEMENT on behalf of the city.
12. This AGREEMENT was entered into by STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES - TWYNNBREUX, authorizing Curt Liles to execute the AGREEMENT on behalf of the corporation.
13. This AGREEMENT shall constitute a valid and binding AGREEMENT between the CITY and STRATEGIC DEVELOPMENT TEXAS, LLC 1ST SERIES TWYNNBREUX when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

This AGREEMENT is performable in McLennan County, Texas, witness our hands this 20th day of February, 2017.

APPROVED:

Adam Miles, City Manager

ATTEST:

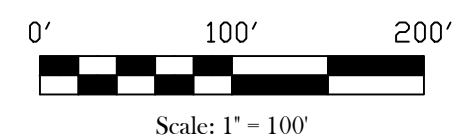
Lydia Lopez, City Secretary

STRATEGIC DEVELOPMENT TEXAS, LLC
1ST SERIES - TWYNNBREUX

Curt Liles, Owner

ATTEST:

By:_____

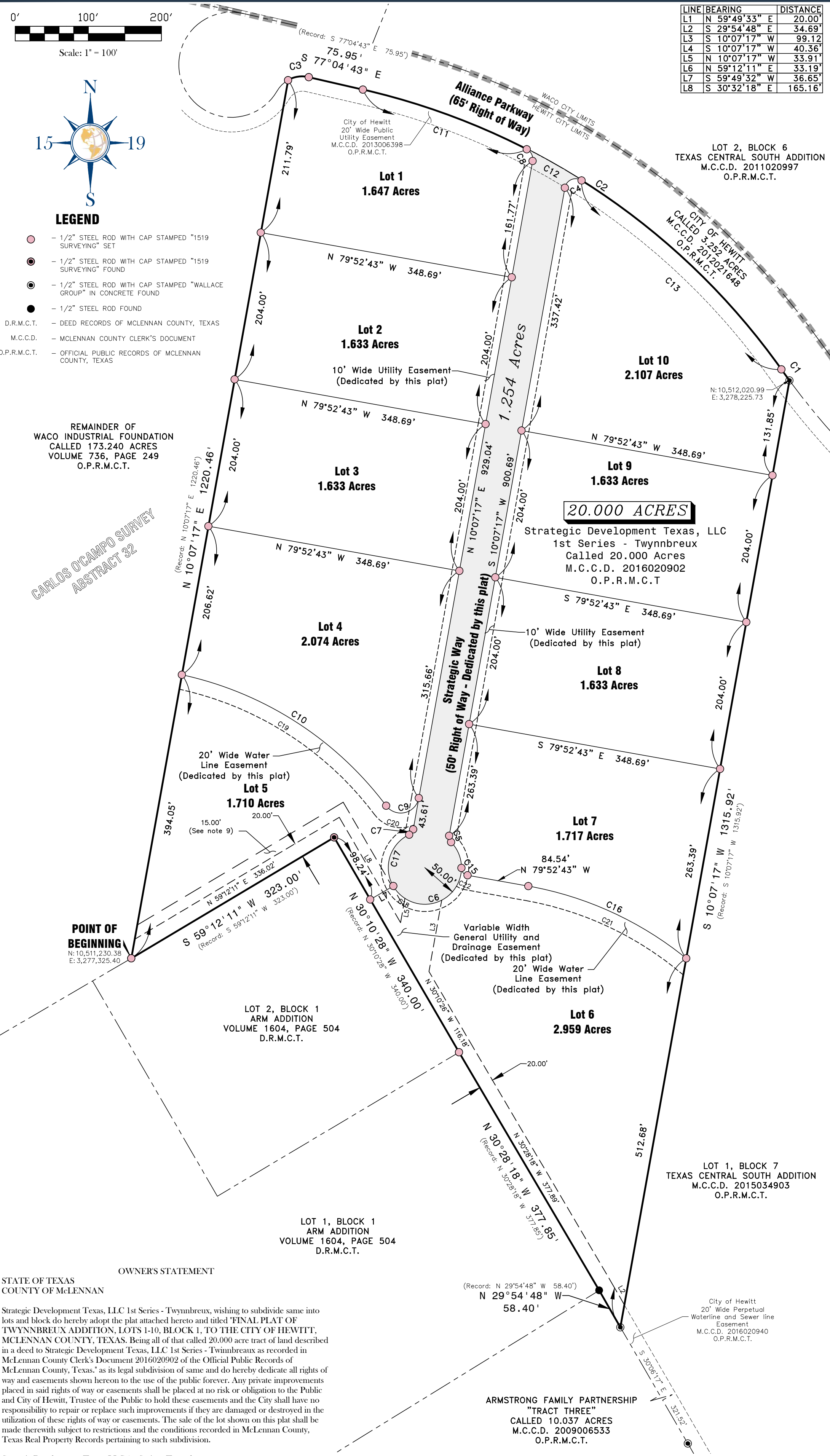


LEGEND

- 1/2" STEEL ROD WITH CAP STAMPED "1519 SURVEYING" SET
- 1/2" STEEL ROD WITH CAP STAMPED "1519 SURVEYING" FOUND
- 1/2" STEEL ROD WITH CAP STAMPED "WALLACE GROUP" IN CONCRETE FOUND
- 1/2" STEEL ROD FOUND
- D.R.M.C.T. - DEED RECORDS OF MCLENNAN COUNTY, TEXAS
- M.C.C.D. - MCLENNAN COUNTY CLERK'S DOCUMENT
- O.P.R.M.C.T. - OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS

REMAINDER OF WACO INDUSTRIAL FOUNDATION CALLED 173.240 ACRES VOLUME 736, PAGE 249 O.P.R.M.C.T.

CARLOS O'CAMPO SURVEY ABSTRACT 32



LINE	BEARING	DISTANCE
L1	N 59°49'33" E	20.00'
L2	S 29°54'48" E	34.69'
L3	S 10°07'17" W	99.12'
L4	S 10°07'17" W	40.36'
L5	N 10°07'17" W	33.91'
L6	N 59°12'11" E	33.19'
L7	S 59°49'32" W	36.65'
L8	S 30°32'18" E	165.16'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1032.50'	18.62'	18.62'	S 35°56'46" E	1°01'59"
C2	967.50'	704.15'	688.71'	S 56°13'43" E	41°42'00"
C3	40.00'	29.34'	28.69'	N 81°54'24" E	42°01'19"
C4	15.00'	29.34'	24.88'	S 66°09'17" W	112°04'01"
C5	10.00'	9.48'	9.13'	S 17°02'10" E	54°18'53"
C6	50.00'	130.29'	96.43'	N 75°10'35" E	149°17'54"
C7	10.00'	9.48'	9.13'	N 37°16'43" E	54°18'53"
C8	15.00'	19.12'	17.85'	N 26°23'56" W	73°02'25"
C9	25.00'	58.03'	45.85'	N 76°37'26" E	133°00'18"
C10	475.00'	339.18'	332.02'	S 57°19'49" E	40°54'47"
C11	967.50'	239.10'	238.49'	N 69°59'56" W	14°09'35"
C12	967.50'	86.24'	86.21'	N 60°21'55" W	5°06'26"
C13	967.50'	378.81'	376.39'	N 46°35'43" W	22°25'59"
C15	10.00'	14.03'	12.91'	N 39°40'33" W	80°24'21"
C16	475.00'	240.08'	237.53'	N 65°23'57" W	28°57'33"
C17	50.00'	82.56'	73.50'	S 17°07'51" W	94°36'37"
C18	50.00'	51.41'	49.17'	S 59°37'48" E	58°54'40"
C19	455.00'	324.17'	317.36'	N 57°17'03" W	40°49'16"
C20	45.00'	60.28'	55.87'	N 75°15'02" W	76°45'14"
C21	455.00'	241.12'	238.31'	N 64°41'51" W	30°21'45"
C22	30.00'	12.65'	12.55'	N 67°48'04" W	24°09'18"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1032.50'	18.62'	18.62'	S 35°56'46" E	1°01'59"
C2	967.50'	704.15'	688.71'	S 56°13'43" E	41°42'00"
C3	40.00'	29.34'	28.69'	N 81°54'24" E	42°01'19"

NOTES:

- Electricity provided by ONCOR.
- By graphic plotting only, the subject property appears to be located in FEMA Other Areas Zone X (arcas determined to be outside the 0.2% annual chance floodplain) according to the FEMA Flood Insurance Rate Map No. 48309C0335, having an effective date of September 26, 2008. This surveyor makes no guaranty to the accuracy of said Flood Insurance Rate Map.
- Proposed land use: Business Park.
- Current Zoning: BP, Business Park District
- No structures located on subject property.
- Nearest fire hydrant is located approximately 74.23' southeast from the northeast corner of the subject property.
- Unless otherwise shown, all utility easements are 10' wide at ground elevation to 13' above ground and 15' wide from 13' upward, reference Hewitt City Ordinance No. 05-07-4.
- Found monuments delineating part of the exterior subdivision boundary shall be left as found. Monuments set as part of the exterior boundary, as well as interior block corners, shall be set in accordance with Appendix B, Part II, Section I.I of the Hewitt, Texas Code of Ordinances, and shall be 1/2 inch steel rods set with plastic cap stamped "1519 Surveying".
- 15' wide temporary construction easement dedicated by this plat. Easement will be abandoned upon completion of the sanitary sewer line construction.
- PROJECT BENCHMARK: Square cut in concrete storm drain inlet. Northing: 10,511,744.38; Easting: 3,278,661.23; ELEV: 611.18.

LEGAL DESCRIPTION
20.000 ACRES

STATE OF TEXAS:

COUNTY OF MCLENNAN:

Being that certain tract of land located in the City of Hewitt, Carlos O'Campo Survey, Abstract 32, McLennan County, Texas, being all of that called 20.000 acre tract of land described in a deed to Strategic Development Texas, LLC 1st Series - Twynnbreux as recorded in McLennan County Clerk's Document (M.C.C.D.) 2016020902 of the Official Public Records of McLennan County, Texas (O.P.R.M.C.T.) and being further described as follows:

BEGINNING at a 1/2 inch steel rod found for the southwest corner of said 20.000 acres, being in the northwest line of Lot 2, Block 1 of the Arm Addition as shown on the plat recorded in Volume 1604, Page 504 of the Deed Records of McLennan County, Texas;

THENCE North 10 degrees 07 minutes 17 seconds East, with the west line of said 20.000 acres, 1220.46 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found in the south line of that called 3.252 acre tract of land described in a deed to the City of Hewitt as recorded in M.C.C.D. 2012021648 of the O.P.R.M.C.T., known as Alliance Parkway, for the northwest corner of said 20.000 acres and the beginning of a curve to the right;

THENCE with the common line of said 20.000 acres and Alliance Parkway the following 4 bearings and distances:

with said curve to the right, having a radius of 40.00 feet and a chord of North 81 degrees 54 minutes 24 seconds East, 28.69 Feet, an arc length of 29.34 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found;

South 77 degrees 04 minutes 43 seconds East, 75.95 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found at the beginning of a curve to the right;

With said curve to the right, having a radius of 967.50 feet and a chord of South 56 degrees 13 minutes 43 seconds East, 688.71 feet, an arc length of 704.15 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found at the beginning of a curve to the left;

with said curve to the left, having a radius of 1032.50 feet and a chord of South 35 degrees 56 minutes 46 seconds East, 18.62 feet, an arc length of 18.62 feet to a 1/2 inch steel rod with cap stamped "WALLACE GROUP" in concrete found for the northwest corner of Lot 1, Block 7 of the Texas Central South Addition as shown on the plat recorded in M.C.C.D. 2015034903 of the O.P.R.M.C.T.;

THENCE South 10 degrees 07 minutes 17 seconds West, with the common line of said 20.000 acres and Lot 1, Block 7, 1315.92 feet to a 1/2 inch steel rod with cap stamped "WALLACE GROUP" in concrete found for the southeast corner of said 20.000 acres and the southwest corner of said Lot 1, Block 7, being in the northeast line of that called 10.037 acre tract of land described as Tract Three in a deed to Armstrong Family Partnership as recorded in M.C.C.D. 2009006533 of the O.P.R.M.C.T. from which a 1/2 inch steel rod with cap stamped "WALLACE GROUP" in concrete found for an angle point in the southwest line of said Lot 1, Block 7 and the east corner of said 10.037 acres bears South 30 degrees 06 minutes 17 seconds East, 321.52 feet;

THENCE North 29 degrees 54 minutes 48 seconds West with the common line of said 20.000 acres and Tract Three, 58.40 feet to a 1/2 inch steel rod found for the north corner of said Tract Three and the east corner of Lot 1, Block 1 of said Arm Addition;

THENCE North 30 degrees 28 minutes 18 seconds West, with the common line of said 20.000 acres and Lot 1, Block 1, 377.85 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found for the north corner of said Lot 1, Block 1 and the east corner of Lot 2, Block 1 of said Arm Addition;

THENCE with the common lines of said 20.000 acres and Lot 2, Block 1 the following 2 bearings and distances:

North 30 degrees 10 minutes 28 seconds West, 340.00 feet to a 1/2 inch steel rod with cap stamped "1519 SURVEYING" found for the north corner of said Lot 1, Block 1;

South 59 degrees 12 minutes 11 seconds West, 323.00 feet to the POINT OF BEGINNING and containing 20.000 acres of land.

Measures bearings based on grid North, State Plane Coordinate System, NAD 83, Texas Central Zone (4203).

STATE OF TEXAS
COUNTY OF MCLENNAN

Approved this _____ day of _____, 20____, by the
Hewitt Planning and Zoning Commission of the City of Hewitt,
Texas.

Chairman _____

Zoning Secretary _____

FINAL PLAT OF
TWYNNBREUX ADDITION, LOTS 1-10, BLOCK 1,
TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS.
Being all of that called 20.000 acre tract of land described in a deed to Strategic Development Texas, LLC 1st Series - Twynnbreux as recorded in McLennan County Clerk's Document 2016020902 of the Official Public Records of McLennan County, Texas.

FINAL PLAT
LOTS 1-10, BLOCK 1
TWYNNBREUX ADDITION,
CITY OF HEWITT
MCLENNAN COUNTY, TEXAS

1519 Job No.: 37343	Drawn By: JEM
Sheet 1 of 2	Reviewed By: JDD
Property Address: Alliance Parkway Hewitt, Texas	Prepared For: Curt Liles

OWNER'S STATEMENT
COUNTY OF MCLENNAN

Strategic Development Texas, LLC 1st Series - Twynnbreux, wishing to subdivide same into lots and block do hereby adopt the plat attached hereto and titled "FINAL PLAT OF TWYNNBREUX ADDITION, LOTS 1-10, BLOCK 1, TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS. Being all of that called 20.000 acre tract of land described in a deed to Strategic Development Texas, LLC 1st Series - Twynnbreux as recorded in McLennan County Clerk's Document 2016020902 of the Official Public Records of McLennan County, Texas," as its legal subdivision of same and do hereby dedicate all rights of way and easements shown hereon to the use of the public forever. Any private improvements placed in said rights of way or easements shall be placed at no risk or obligation to the Public and City of Hewitt, Trustee of the Public to hold these easements and the City shall have no responsibility to repair or replace such improvements if they are damaged or destroyed in the utilization of these rights of way or easements. The sale of the lot shown on this plat shall be made therewith subject to restrictions and the conditions recorded in McLennan County, Texas Real Property Records pertaining to such subdivision.

Strategic Development Texas, LLC 1st Series - Twynnbreux

by: Curt Liles, Manager
3508 Baylor Camp Road
Crawford, Texas 76638

STATE OF TEXAS
COUNTY OF MCLENNAN

Before me, the undersigned authority, Notary Public in and for the State of Texas, on this day personally appeared, Curt Liles, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this the ____ day of _____, 2016.

Notary Public in and for the State of Texas
My Commission Expires _____

KNOW ALL MEN BY THESE PRESENTS:

That I, James David Dossey, do hereby certify that I made an actual and accurate survey of the platted land and that the corner monuments shown on the foregoing plat were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Hewitt, Texas.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

James David Dossey
R.P.L.S. No. 6112
November __, 2016

ARMSTRONG FAMILY PARTNERSHIP
"TRACT THREE"
CALLED 10.037 ACRES
M.C.C.D. 2009006533
O.P.R.M.C.T.

City of Hewitt
20' Wide Perpetual
Waterline and Sewer line
Easement
M.C.C.D. 2016020940
O.P.R.M.C.T.

1519 Surveying, LLC
5054 Franklin Avenue Suite A Waco, TX 76710 Ph: 254-776-1519 TBPLS Firm# 10193908
www.1519surveying.com



COUNCIL AGENDA ITEM FORM

MEETING DATE: February 20, 2017

AGENDA ITEM #: 9

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider and take appropriate action on a resolution approving the financing by the New Hope Cultural Education Facilities Finance Corporation of Health Facilities located within the City of Hewitt, Texas for 4-K Housing Inc.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt received a request to consent to 4-K Housing, Inc. issuing bonds for the purchase of Stoney Brook of Hewitt (Nursing Home). Because the building is located in Hewitt's City Limits, and they are seeking financing pursuant to the Cultural Education Facilities Finance Corporation Act, 1528m, V.A.C.T.S., the Governing Body is required to consent to this financing per section 147(f) of the Internal Revenue Code of 1986 as amended, in order for the bond sale to proceed.

Approval of this item is required solely for the purposes of satisfying the requirements of the Code and to enable the Issuer to proceed with the proposed financing of the project with Bond proceeds. Approval of this request has no effect on the City's Bond Rating or obligate the City in any manner. The City of Hewitt will have no liability with respect to the proposed Bonds.

ATTACHMENTS:

Letter from McCALL, PARKHURST & HORTON
Resolution

February 6, 2017

LONE STAR DELIVERY (1958.045)

Members of the City Council
City of Hewitt
200 Patriot Court
Hewitt, Texas 76643

Re: Consent to financing by New Hope Cultural Education Facilities Finance Corporation for 4-K Housing, Inc.

Ladies and Gentlemen:

New Hope Cultural Education Facilities Finance Corporation (the "Issuer") proposes, on behalf of the Town of New Hope, Texas, to issue its bonds or notes in a maximum principal amount of \$60,000,000 (the "Bonds") pursuant to the Cultural Education Facilities Finance Corporation Act, 1528m, V.A.T.C.S. (the "Act") to provide funds to finance certain health facilities for 4-K Housing, Inc., a Texas nonprofit corporation and 501(c)(3) organization (the "Borrower"). The Borrower is acquiring three assisted living and memory care facilities, one of which is located in the City of Hewitt. The proceeds of the Bonds will be used for (a) financing the cost of acquiring the three assisted living and memory care facilities, (b) financing certain capital expenditures and startup expenses at the facilities, (c) establishing a debt service reserve fund and (d) paying costs of issuance. Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Bonds.

The facility in the City of Hewitt is known as Stoney Brook of Hewitt and is located at 151 Royal Lane, Hewitt, Texas 76643 (the "Project"). It consists of 52 assisted living units, 26 memory care units and related common areas.

Because the Project is located in the City of Hewitt, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the approval of the City of Hewitt (or the highest elected official of the City of Hewitt) be obtained to the financing by the Issuer after the holding of a public hearing. A public hearing was held on January 31, 2017 and a copy of the minutes of the public hearing is enclosed.



For your convenience, I have enclosed a proposed form of a consent resolution with the description of the Project included.

This approval is required solely for the purposes of satisfying the requirements of the Code and to enable the Issuer to proceed with the proposed financing of the Project with Bond proceeds. This consent in no way imposes any payment or other obligations on the City of Hewitt in connection with the financing. The City of Hewitt will have no liability with respect to the proposed Bonds.

Therefore, on behalf of the Issuer and 4-K Housing, Inc. we respectfully request that consideration of adoption of the enclosed consent resolution be placed on the agenda for the next available meeting of the City of Hewitt, Texas, and that the City Council approve and adopt such resolution. Upon such approval, I would also very much appreciate it if you would return three completed, originally executed and sealed certified resolutions to me in the self-addressed, stamped envelope enclosed for your convenience. Please retain one copy for your file.

Please do not hesitate to contact me at (214) 754-9233 should you have any questions or comments. Thank you very much for your cooperation and assistance.

Sincerely yours,

McCall, Parkhurst & Horton L.L.P.

L. E. (Ted) Brizzolara, III

LEB:bc
Enclosures

cc: Ms. Robbie L. Wittner (via email)
Ms. Cheryl O'Donnell Guth (via email)

MINUTES OF PUBLIC HEARING

Re: New Hope Cultural Education Facilities Finance Corporation Senior Living Revenue Bonds (4-K Housing, Inc. – Stoney Brook Project) Series 2017

The undersigned, Abe Benavides, designated Hearing Officer of New Hope Cultural Education Facilities Finance Corporation (the "Issuer"), the issuer of the above referenced Bonds (the "Bonds"), called the Public Hearing of the Issuer held on the steps of the Bell County Courthouse at 101 W. Central Ave., Belton, Texas 76513 on January 31, 2017 to order at 10:00 a.m.

I declared that a Public Hearing, required under section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Bonds and the project to be financed, refinanced or constructed with the proceeds of the Bonds (the "Project") by 4-K Housing, Inc.

I declared that the required notice of the Public Hearing for the Project was published in THE BELTON JOURNAL, being a newspaper of general circulation in the City of Belton, Texas, as evidenced by an Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. Comments and discussions with respect to the Bonds and the Project are summarized in Exhibit B, attached hereto.

After sufficient time was given for all present to make their comments with respect to the Bonds and the Project, I declared the Public Hearing closed.

Dated: January 31, 2017



Abe Benavides
New Hope Cultural Education Facilities Finance Corporation

EXHIBIT A

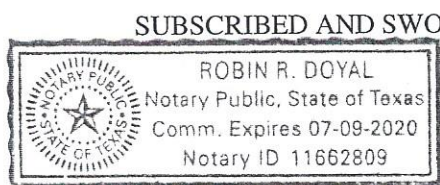
AFFIDAVIT OF PUBLICATION

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
COUNTY OF BELL
CITY OF BELTON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of THE BELTON JOURNAL, which is a newspaper of general circulation in the City of Belton, Texas, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, entered as second-class postal matter in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication; and that a true and correct copy of the NOTICE OF PUBLIC HEARING, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following date:

January 12TH, 2017
[Signature]
Authorized Officer or Employee



NOTARY SEAL

[Signature]
Notary Public

**NOTICE OF PUBLIC
HEARING**

**NEW HOPE
CULTURAL
EDUCATION
FACILITIES
FINANCE
CORPORATION**

Notice is hereby given of a public hearing to be held by the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") on January 31, 2017 at 10:00 a.m. on the steps of the Bell County Courthouse at 101 W. Central Ave., Belton, Texas 76513, with respect to the issuance by the Issuer of one or more series of bonds or notes (the "Bonds") pursuant to a plan of financing in an aggregate principal amount not to exceed \$60,000,000, the proceeds of which will be loaned to 4-K Housing, Inc., a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Borrower").

The proceeds of the Bonds will be loaned to the Borrower for the purposes, among others, of (a) financing the cost of acquiring three assisted living and memory care facilities (the "Project"), (b) financing certain capital expenditures and startup expenses at the Project, (c) establishing a debt service reserve fund and (d) paying costs of issuance.

The Project will consist of the following facilities:

Stoney Brook of Belton - An approximately 68,915 square foot senior living facility consisting of 51 assisted living units and 32 memory care units and related common areas located on approximately 5.61 acres at 500 River Fair Blvd., Belton, Texas 76513.

Stoney Brook of Hewitt - An approximately 64,715 square foot senior living facility consisting of 52 assisted living units and 26 memory care units and related common areas located on approximately 7.12 acres at 151 Royal Lane, Hewitt, Texas 76643.

Stoney Brook of Copperas Cove - An approximately 51,865 square foot senior living facility consisting of 40 assisted living units and 20 memory care units and related common areas located on approximately 5 acres at 1808 Martin Luther King Drive, Copperas Cove, Texas 76522.

All interested parties are invited to attend such public hearing to express their views with respect to the Project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to McCall, Parkhurst & Horton L.L.P., 717 North Harwood, 9th Floor, Dallas, Texas 75201, Attention: L. E. Brizzolara, prior to the date scheduled for the hearing.

This notice is published and the above described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Bonds.

EXHIBIT B

No member of the public attended the Public Hearing, and thus no comments were made or discussion had about the Project or the Bonds.

RESOLUTION APPROVING THE FINANCING BY THE
NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
OF HEALTH FACILITIES LOCATED WITHIN
THE CITY OF HEWITT, TEXAS
FOR 4-K HOUSING, INC.

WHEREAS, the Cultural Education Facilities Finance Corporation Act, 1528m, V.A.T.C.S., (the "Act"), authorizes and empowers New Hope Cultural Education Facilities Finance Corporation (the "Issuer") to issue revenue bonds or notes on behalf of the Town of New Hope, Texas (the "Issuing Unit") to finance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the bonds or notes and the facilities to be financed with the bonds or notes be approved by the governmental unit or the highest elected official of the governmental unit having jurisdiction over the area in which the facilities will be located after the holding of a public hearing relating to the bonds or notes and the facilities; and

WHEREAS, 4-K Housing, Inc. (the "Borrower"), a Texas nonprofit corporation and 501(c)(3) organization, proposes to obtain financing from the Issuer from the proceeds of one or more series of the Issuer's bonds or notes in a maximum principal amount of \$60,000,000 (the "Bonds") to finance the acquisition of three assisted living and memory care facilities, with one facility being located at 151 Royal Lane, Hewitt, Texas 76643 (the "Project"); and

WHEREAS, the Project is located within the City of Hewitt, Texas (the "City") and outside the limits of the Issuing Unit;

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

Section 1. The City hereby approves the Bonds and the Project for the purposes of section 147(f) of the Internal Revenue Code of 1986; provided that the City shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the ____ day of _____, 2017.

Mayor