

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

September 21, 2020
Regular Meeting – 7:00 PM
Hewitt City Hall, 200 PATRIOT COURT
HEWITT, TX 76643

MAYOR AND CITY COUNCIL

Charlie Turner – Mayor, Ward 1

Wilbert Wachtendorf – Mayor Pro Tem, Ward 1

Bill Fuller – Council Member, Ward 2

Vacant – Council Member, Ward 2

Steve Fortenberry – Council Member, Ward 3

Erica Bruce – Council Member, Ward 3

Michael S. Bancale – Council Member, At-Large

CITY STAFF

Bo Thomas, City Manager
Michael W. Dixon, 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	Tracy Lankford, Community Dev. Director
Kevin Reinke, Utilities Director	Scott Coleman, General Services Director
Tuck Saunders, Assistant Police Chief	Jessica Higgins, HR Generalist

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 **21st day of September, 2020, at 7:00 PM** in **Hewitt City Hall, Council Chamber, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed and upon which action may be taken:

In accordance with social distancing guidelines, the City Council meeting will not be open to the public. Some council members may attend, while others may call in to participate. The meeting will be streamed live on the city's website at <https://www.cityofhewitt.com/790/Hewitt-TX-TV>.

Citizens who wish to address the Council may submit written comments on any items listed on the agenda or under the hear visitors. Complete a [Public Comment form](#) available online and submit via email to the [City Secretary](#). Comments must be received no later than **noon** on the date of the meeting.

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Special presentation by Library Director Waynette Ditto regarding the Texas Book Festival Grant.
4. 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.*
5. Consider approval of minutes of the City Council Regular Meeting of August 17, 2020.
6. Presentation of report from City Engineer Miles Whitney, P.E.
 - Update on pending utility projects
 - Update on pending street projects
 - Update on pending drainage projects
7. Briefing and discussion concerning Financial Statements ending August 31, 2020.
8. Consideration and action on appointment to the Planning & Zoning Commission.
9. Ratify the expenditures to repair the driveway at 100 Marylee Drive.
10. Authorize a change order to the FM 2113 Utility Relocation Contract with Bell Contractors, Inc. in the amount not to exceed \$13,449.10.
11. Authorize the City Manager to execute a professional services agreement with Duke's Root Control, Inc., to perform an Inflow and Infiltration Study in the amount of \$217,717.
12. Authorize the City Manager to purchase a sewer camera with locator and transmitter from Green Equipment Company for a total of \$13,566.90.
13. Authorize the City Manager to execute an agreement with Wallace Controls & Electric to automate the pressure reducing valve at Plant No. 5 – Ritchie Road Pump Station in the amount of \$13,978.

14. Consideration and action on **Ordinance No. 2020-02** changing the zoning designation of property known as O'Campo C A-32, Tract 1 located at 508 Sun Valley Blvd. from R-1 Single Family Residential to C-1 Restricted Commercial. **NOTE:** This item was originally considered on January 20, 2020, and the motion neither failed nor passed due to a tie vote.
15. Consideration of and action on **Resolution No. 2020-10** authorizing the City Manager to execute an agreement to Contribute Right of Way Funds with Texas Department of Transportation (TxDOT) for FM 2113, Spring Valley Road.
16. Consideration and action on **Resolution No. 2020-11**; approving the renewal of an existing Interlocal Agreement between the City of Waco and the City of Hewitt for the purpose of regional tourism marketing through the Waco Convention & Visitors Bureau's Regional Marketing Program and authorizing the City Manager to execute any documents necessary in connection therewith.
17. Consider **Ordinance No. 2020-18** approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 Rate Review Mechanism filings.
18. Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto.
19. 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 2:00 AM/PM on September 16, 2020.

CITY OF HEWITT



Lydia Lopez, TRMC/CMC
City Secretary

In compliance with the American with Disabilities Act, the City of Hewitt will provide reasonable accommodations for persons attending and/or participating in this Council Meeting. To better serve you, request must be made at least 24 hours prior to the meeting. Contact the City Secretary at 254.666.6171 or by fax at 254.666.6014. The building is wheelchair accessible, with handicap parking available at the front of the building.



AGENDA ITEM #4 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

Due to the public health crisis (COVID-19) and social distancing guidelines, all City Council Meetings, will not be opened to the public; however, the meetings will be streamed live on the City of Hewitt's website at <https://www.cityofhewitt.com/790/Hewitt-TX-TV>.

Citizens who wish to address the Council on any item on the agenda or under this hearing of visitors, must complete and submit the [Public Comment Form](#) via email to the [City Secretary](#) or in person at Hewitt City Hall, 200 Patriot Court by **NOON** on the day of the meeting. Your comments will be read into the record during the meeting.

Council may not comment publicly on issues raised during citizen comments that are not listed on the Agenda but may direct the City Manager to resolve or request the matter to be placed on a future agenda. Such public comments shall not include any "deliberation" as defined by Chapter 551 of the Government Code, as now or hereafter amended.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 5

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Regular Meeting of August 19, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

FISCAL IMPACT:

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

SUGGESTED MOTION:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

**MINUTES OF A CITY COUNCIL
BUDGET WORKSHOP/REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
August 17, 2020 – 6:30/7:00 PM**

Attendee Name	Title	Absent	Present	Arrived
Charles D. Turner (presiding)	Mayor, Ward 1	☐	☒	
Wilbert “Walky” Wachtendorf	Mayor Pro Tem, Ward 1	☐	☒	
Bill Fuller	Council Member, Ward 2	☐	☒	6:45 PM
Vacancy	Council Member, Ward 2	☐	☐	
Michael S. Bancale	Council Member, At-Large	☐	☒	
Steve Fortenberry	Council Member, Ward 3	☐	☒	
Erica Bruce	Council Member, Ward 3	☐	☒	

Staff present:

City Manager Bo Thomas
City Secretary Lydia Lopez
Fire Chief Lance Bracco
Police Chief Jim Devlin
Library Director Waynette Ditto
General Services Director Scott Coleman
Community Development Director Tracy Lankford

The City Council meeting was opened to the public to comply with statutory requirements in regard to the public hearing on the tax rates; however, the meeting was also live-streamed for view by the public on the Hewitt TX TV page.

WORKSHOP – 6:30 PM

- 1. CALL MEETING TO ORDER.** Mayor Charlie Turner called the meeting to order at 6:30 PM. City Secretary Lydia Lopez polled the Council for attendance.
PRESENT: Fuller (arrived at 6:45 PM), Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
ABSENT: None

2. BRIEFING AND DISCUSSION CONCERNING FY 2020-2021 PROPOSED BUDGET.

City Manager Bo Thomas introduced General Services Director Scott Coleman who provided a summary of his departmental budget and Community Development Director Tracy Lankford who briefed the Council on development activities in the City. Mr. Thomas concluded discussion by presenting a revised Civil Service Step Pay Plan and explained that the corrections made did not impact the budget. He also provided a Sales Tax History update with August payment included and noted that the total with one month to spare is over the conservative estimated amount of \$2,561,160 by \$125,000.

3. ADJOURN.

MOTION: Council Member Bill Fuller moved to adjourn the Workshop meeting at 6:49 PM.

SECOND: Council Member Steve Fortenberry

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

REGULAR MEETING – 7:00 PM

The City Council meeting was opened to the public to comply with statutory requirements in regard to the public hearing on the tax rates; however, the meeting was also live-streamed for view by the public on the Hewitt TX TV page. Citizens could also submit written comments online.

- 1. CALL MEETING TO ORDER.** Mayor Charlie Turner called the meeting to order at 7:00 PM. City Secretary Lydia Lopez polled the Council for attendance.

PRESENT: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

ABSENT: None

- 2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG.** Mayor Charlie Turner led the Pledge of Allegiance.

- 3. 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. **NOTE:** The public was offered the opportunity to submit written comments on items listed on the agenda or under the hear visitors via the city's website. **No public comment forms were submitted via the city's website and no one appeared in person.**

- 4. CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL REGULAR MEETING OF AUGUST 3, 2020, AND SPECIAL CALLED MEETING OF AUGUST 10, 2020.**

MOTION: Mayor Pro Tem Wilbert "Walky" Wachtendorf moved approval of the minutes as presented but allow for corrections.

SECOND: Council Member Michael Bancale

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

- 5. PRESENTATION OF REPORT FROM CITY ENGINEER MILES WHITNEY, P.E.**

- Update on pending utility projects
- Update on pending street projects
- Update on pending drainage projects

6. **BRIEFING AND DISCUSSION CONCERNING FINANCIAL STATEMENTS ENDING JULY 31, 2020.** City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the July Financial Statements electronically on August 11, 2020, and inquired if Council had any questions. There were no questions or concerns raised.
7. **CONDUCT THE SECOND OF TWO PUBLIC HEARINGS ON 2020 TAX RATE.** Mayor Turner opened the public hearing and called for those speaking in favor. No one appeared. Mayor Turner called for those speaking against. No one appeared. **No public comment forms were submitted via the city's website.** Public hearing was closed.
8. **CONDUCT PUBLIC HEARING ON THE FISCAL YEAR 2020-2021 PROPOSED BUDGET.** Mayor Turner opened the public hearing and called for those speaking in favor. No one appeared. Mayor Turner called for those speaking against. No one appeared. **No public comment forms were submitted via the city's website.** Public hearing was closed.
9. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2020-13 ACCEPTING THE 2020 CERTIFIED TAX ROLL.** City Manager Bo Thomas read the ordinance in the record and stated the 2020 Certified Estimate is \$1,033,722,864.
MOTION: Mayor Pro Tem Wilbert "Walky" Wachtendorf moved to approve Ordinance 2020-13 accepting the 2020 Certified Tax Roll.
SECOND: Council Member Michael Bancale
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
10. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2020-14 ADOPTING THE 2020 TAX RATE OF \$____.** City Manager Bo Thomas noted that when Council took its record vote, the Council indicated that the voter approval rate was 0.551506; however, the correct Voter Approval Tax Rate was 0.548838.
MOTION: Council Member Erica Bruce moved approval of Ordinance No. 2020-14 adopting a 2020 Tax Rate of \$0.547838.
SECOND: Council Member Fortenberry
AYES: Fuller, Fortenberry, Bruce, and Turner
NAYES: Bancale, Wachtendorf
ABSENT: None
MOTION PASSED.
11. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. 2020-08 APPROVING FY 2020-2021 MASTER FEE SCHEDULE.** City Manager Bo Thomas presented proposed changes to fee schedule.
MOTION: Council Member Michael Bancale moved to approve Resolution No. 2020-08 approving FY 2020-2021 Master Fee Schedule.
SECOND: Council Member Steve Fortenberry
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.

- 12. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2020-15 ADOPTING THE 2020-2021 ANNUAL OPERATING AND CAPITAL BUDGET.** City Manager Bo Thomas read the ordinance caption.
MOTION: Council Member Michael Bancale moved to approve Ordinance 2020-15 adopting the 2020-2021 Annual Operating and Capital Budget.
SECOND: Council Member Bruce
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
- 13. CONSIDERATION OF AND ACTION ON RATIFICATION OF THE PROPERTY TAX INCREASE REFLECTED IN THE BUDGET.** City Manager Bo Thomas stated the Local Government Code, Chapter 102, Municipal Budget, Section 102.007 (c), requires the governing body to ratify the property tax increase reflected in the budget.
MOTION: Council Member Erica Bruce moved to approve the ratification of the property tax increase reflected in the budget.
SECOND: Council Member Steve Fortenberry
AYES: Fuller, Bancale, Fortenberry, Bruce, and Turner
NAYES: Wachtendorf
ABSENT: None
MOTION PASSED.
- 14. PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-16 CHANGING THE ZONING DESIGNATION OF PROPERTY KNOWN AS LOT 15, BLOCK A, HEWITT MOBILE HOME PARK ADDITION LOCATED AT 635-639 SUN VALLEY BLVD. FROM M-H MANUFACTURED HOME TO B-P BUSINESS PARK.** City Manager Bo Thomas presented. Mayor Turner opened the public hearing and called for those wishing to speak in favor. No one appeared. He then called for those wishing to speak against. No one appeared. Public hearing closed.
MOTION: Council Member Michael Bancale moved to approve **Ordinance No. 2020-16** changing the zoning of property located at 635-639 Sun Valley Blvd., also known as Lot 15 Block A Hewitt Mobile Home Park Addition, from M-H Manufactured Home to B-P Business Park.
SECOND: Council Member Bruce
AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner
NAYES: None
ABSENT: None
MOTION PASSED.
- 15. PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-17 CHANGING THE ZONING DESIGNATION OF PROPERTY KNOWN AS LOT 1, BLOCK 1, ROYALTON ADDITION AND ADJACENT MCAD PARCEL NUMBER 139990, LOCATED AT 701 HEWITT DRIVE, HEWITT, MCLENNAN COUNTY, TEXAS, FROM C-1 RESTRICTED COMMERCIAL TO C-2 GENERAL COMMERCIAL.**

City Manager Bo Thomas presented. Mayor Turner opened the public hearing and called for those wishing to speak in favor. No one appeared. He then called for those wishing to speak against. No one appeared. Public hearing closed.

MOTION: Council Member Steve Fortenberry moved to approve **Ordinance 2020-17** changing the zoning of property located at Lot 1, Block 1, Royalton Addition, and adjacent MCAD parcel number 139990, located 701 Hewitt Drive, from C-1 Restricted Commercial to C-2 General Commercial.

SECOND: Council Member Michael Bancale

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

16. **CONSIDERATION AND ACTION ON RESOLUTION NO. 2020-09 ORDERING A GENERAL ELECTION FOR THE CITY OF HEWITT ON TUESDAY, NOVEMBER 3, 2020, TO BE HELD AS A JOINT ELECTION WITH MCLENNAN COUNTY; AUTHORIZING A CONTRACT ELECTION SERVICES; DESIGNATING POLLING PLACES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS RELATING TO THE GENERAL ELECTION.** City Manager Bo Thomas presented.

MOTION: Council Member Erica Bruce moved to approve **Resolution No. 2020-09** ordering the City's General & Special Election.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

17. **DISCUSSION AND ACTION ON CONDUCTING ONLY ONE COUNCIL MEETING ON SEPTEMBER 21, 2020.**

MOTION: Council Member Erica Bruce moved to conduct only one Council meeting on September 21, 2020.

SECOND: Council Member Michael Bancale

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

18. **DISCUSSION AND BRIEFING CONCERNING THE CORONAVIRUS (COVID-19) AND ANY ACTIONS NECESSARY THERETO.** City Manager Bo Thomas presented and advised that the order will be extending to September 22, 2020.

MOTION: Council Member Steve Fortenberry moved to approve Order dated August 18, 2020.

SECOND: Council Member Michael Bancale

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

- 19. EXECUTIVE SESSION: THE COUNCIL WILL CONVENE INTO EXECUTIVE SESSION IN ACCORDANCE WITH THE FOLLOWING PROVISIONS: A CLOSED MEETING WILL BE HELD PURSUANT TO SECTION 551.087 OF THE GOVERNMENT CODE (V.T.C.A.) SO THAT THE COUNCIL MAY DELIBERATE REGARDING ECONOMIC DEVELOPMENT.**

MOTION: Mayor Pro Tem Wilbert “Walky” Wachtendorf moved to convene the Executive Session at 7:52 PM.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

MOTION TO RECONVENE REGULAR MEETING AND ADJOURN EXECUTIVE SESSION.

MOTION: Council Bill Fuller moved to reconvene the Regular Meeting and adjourn the Executive Session at 8:16 PM.

SECOND: Council Member Steve Fortenberry

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

- 20. ADJOURN.**

MOTION: Council Member Bill Fuller moved to adjourn the Regular meeting at 8:19 PM.

SECOND: Council Member Erica Bruce

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Charles D. Turner, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 6

SUBMITTED BY: Miles Whitney, P.E.

ITEM DESCRIPTION:

Presentation of report from City Engineer

- Update on pending utility projects
- Update on pending street projects
- Update on pending drainage projects

STAFF RECOMMENDATION/ITEM SUMMARY:

The City Engineer will present and respond to any questions regarding the Engineer's Report.

FISCAL IMPACT:

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

SUGGESTED MOTION:

There is no action required.

ATTACHMENTS:

Report

HEWITT TEXAS

CITY ENGINEER'S REPORT

September 14, 2020

Utility Projects

FM 2113; Spring Valley Rd.

Contractor is working on the sewer portion of the project, weather in the last few weeks had slowed them down. We are also currently working with TxDOT on the water crossings. Regarding the agreements with TxDOT, I would ask that the Council consider approving the "Agreement to Contribute Right of Way Funds", to begin the process of getting reimbursement back from TxDOT for some of our expenditures. Then at another Council meeting we will have the "Standard Utility Agreement" in front of the Council for their consideration.

Street/Transportation Projects

E. Warren Street Improvements

Geotechnical been received, we are working through the report's recommendations to incorporate them within the plans.

Ritchie Rd. Street Improvements (Patriot Court to Hewitt Dr.)

Project is currently being advertised. The Bid Opening date is set for 10/7/2020.

FM 1695 Sidewalk Project (Panther Way, and Hewitt Dr. Area)

Contractor is working on the area in front of Midway ISD to get that portion completed.

2020 - Warren Park Improvements

This is the paving of the gravel parking area, within Warren Park and a few drainage improvements. This project's design is nearing completion.

Drainage Projects

208/212 Cross Country Drainage Improvements

Spoke with a representative and have been told I would receive an update.

HEWITT TEXAS II

CITY ENGINEER'S REPORT

September 14, 2020

By:



Note: All dates are approximate and subject to change.



COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 7

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Briefing and discussion concerning Financial Statements ending August 31, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

The financial statements ending August 31, 2020, were sent electronically on September 8, 2020. This is an opportunity for the council to ask any questions or make comments.

FISCAL IMPACT:

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

SUGGESTED MOTION:

No action required.

ATTACHMENTS:

None.



COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 8

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consideration and action on appointment to the Planning & Zoning Commission.

STAFF RECOMMENDATION/ITEM SUMMARY:

Travis Bailey has submitted an application for service on the Planning & Zoning Commission. Currently, there is one vacancy.

FISCAL IMPACT:

Amount Budgeted – NA

Line Item in Budget – NA

SUGGESTED MOTION:

I move to appoint Travis Bailey as a member on the Planning & Zoning Commission for a term ending in June 2023.

ATTACHMENTS:

Application for board service

Current list of Council, Boards, Committees, & Commissions

APPLICATION FOR BOARDS & COMMISSIONS TO THE CITY OF HEWITT

The City of Hewitt appreciates your interest in serving the community. A listing of the boards and commissions is found behind your application. Appointments are made during the year as vacancies occur. This is great opportunity for you to play a vital role in shaping your community.

NAME OF APPLICANT:

Travis Bailey

HOME ADDRESS:

412 OKLAHOMA Ave

DAYTIME TELEPHONE NUMBER:

254-666-1492

E-MAIL ADDRESS:

TBailey412@yahoo.com

PLEASE CHECK APPROPRIATE STATEMENTS:

☒ I reside within the city limits of Hewitt, Texas.*

☐ I do ☐ I do not . . . own property located in Hewitt, Texas.

* **IMPORTANT** - - By checking this box and signing this form, you are indicating that your legal residence or domicile - your home and fixed place of habitation to which you intend to return after any temporary absence - is located within the city limits of Hewitt, Texas.

LENGTH OF TIME APPLICANT HAS RESIDED IN THE HEWITT CITY LIMITS:

20 Plus Years

PLEASE INDICATE BELOW HOW YOU WOULD LIKE TO SERVE THE CITY OF HEWITT. (**IMPORTANT:** IF MORE THAN ONE AREA IS INDICATED, **NUMBER YOUR PREFERENCES** WITH "1" BEING YOUR FIRST CHOICE, "2" BEING YOUR SECOND CHOICE, ETC.). PLEASE SEE REVERSE SIDE FOR DESCRIPTIVE INFORMATION.

☐ Board of Adjustment (must be resident and owner of property in Hewitt)

☐ Civil Service Commission (must be resident of Hewitt)

☐ Library Board (must be resident of Hewitt)

☐ Parks and Beautification Committee (must be resident of Hewitt)

☒ Planning and Zoning Commission (must be resident and owner of property in Hewitt)

OTHER WAYS YOU SERVE YOUR COMMUNITY: _____

SPECIAL INTERESTS/SKILLS/EXPERIENCE/EDUCATION YOU FEEL MAY BE HELPFUL: _____

OCCUPATION/EMPLOYER:

Retired

REFERENCES (MUST BE HEWITT RESIDENTS):

Mike Hix

TELEPHONE #: 723-5071

Wilbert Walkendy

TELEPHONE #: 230-3318

SIGNATURE OF APPLICANT:

Travis Bailey

DATE:

8-21-2020

Return Application to:
Lydia Lopez, City Secretary
200 Patriot Court
Hewitt, Texas 76643

Phone: 254-666-6171 - Fax: 254-666-6014

Email: citysecretary@cityofhewitt.com

OFFICE USE ONLY

Date interviewed by Council: _____

Date appointed by Council: _____

Date sworn in by Council: _____

Reappointed: _____

Term to expire: _____

Term to expire: _____

Revised: March 2019

CITY OF HEWITT: COUNCIL, BOARDS, COMMITTEES, 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

City Council 2 Yr Term - May	Board of Adjustment 2 Yr Term - April	Planning & Zoning Commission 3 Yr Term - June	Parks & Beautification Committee 2 Yr Term - December	Library Board of Directors 2 Yr Term - December
1st & 3rd Mon 7 pm	3rd Thurs 6 pm	1st Tues. 6 pm	3rd Wed. 6 pm	Quarterly as needed
Mayor Charlie Turner Ward 1 (05-2021) 209 Laredo Dr. 709-3614	Chairman (04-2022) Jim Winton 1136 Heatherwood 857-9436	(06-2022) Paul D. Lasater 1112 Heatherwood 716-0025	(12-2020) Jerry Snider 108 Brenda Drive 307-0613	(12-2020) Eric Ames 249 Fieldcrest Drive 710-1576
Mayor Pro Tem Wilbert (Walky) Wachtendorf Ward 1 (05-2020) 328 Travis Lane 709-3989	(04-2022) Bradley T. Turner 425 W. Chapman 723-4912	(06-2022) Bobby Wolske 109 Devonshire 366-4743	(12-2021) Tom Hernandez 1321 Darbyton Drive (563) 271-8536	(12-2021) Betty J. Smith 709 Seminole Trail 666-7931
Bill Fuller Ward 2 (05-2020) 218 Chelsea/PO Box 568 709-3998	(04-2021) Douglas Bergen 264 Earle Road 666-0855	(06-2022) Walter H. Peterson 500 Moss Hill Road 757-5128	(12-2021) Casey Lowrey 700 Wind Hill Drive 424-1266	(12-2020) Karen Copeland 616 Crestwood Drive 717-4906
VACANCY Ward 2 (05-2021)	(04-2021) Charles Howard 155 Ellis Farm Road 732-4746	(06-2023) Jonathan Denton Dulus 332 Bowie Ln. 855-4013	(12-2021) Ann E. Schiltz 1220 Dendron Drive 666-4291	Secretary (12-2020) Lydia Dashner 520 Angel Fire Drive 666-9623
Erica Bruce Ward 3 (05-2021) 717 Fieldstone 709-4050	(04-2021) R. Don Vardeman 432 S First Street 227-4495	(06-2023) Bobby Drake 107 Westchester Way 772-7440	(12-2020) Conway Briscoe 602 Madison Circle (972) 750-1378	President (12-2020) Beth Oakley 708 Angel Fire Drive 644-3594
Steve Fortenberry Ward 3 (05-2020) 701 Oakmont Drive 709-0030	Alternate (04-2022) Scott Hedges 613 Willow Creek Dr. 776-9550 x3246	(06-2023) Michael Lee Hix 336 Bowie Lane 723-5071	(12-2020) VACANCY	(12-2021) Ronald G. Smith 305 Cedarwood Lane 666-7460
Michael S. Bancale 909 Stoneridge Drive 709-3522 At Large (05-2021)	Alternate (04-2021) Royce W. Smith 1128 Regina 652-3099	(06-2023) VACANCY	(12-2020) Jamie McKinney 411 Karen Street (713) 824-4003	Vice President (12-2021) Sally Goldman 132 Texas 666-2436

Updated: 06/09/2020

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 9

SUBMITTED BY: Scott Coleman, General Services Director
Kevin Reinke, Water Utilities Director

ITEM DESCRIPTION:

Ratify the expenditures to repair the driveway at 100 Marylee Drive.

STAFF RECOMMENDATION/ITEM SUMMARY:

This item is to seek ratification for the expenses paid to repair the driveway at 100 Marylee Dr. The driveway at this location was damaged from a water main leak/repair which occurred on 7-30-2020. City staff demolished and removed the old driveway to reduce costs.

City staff solicited proposals to replace the driveway, the lowest being \$5040 from Gonzalez Construction.

FISCAL IMPACT:

Amount - \$5040.00

Line Item in Budget – 20-50360-91-00

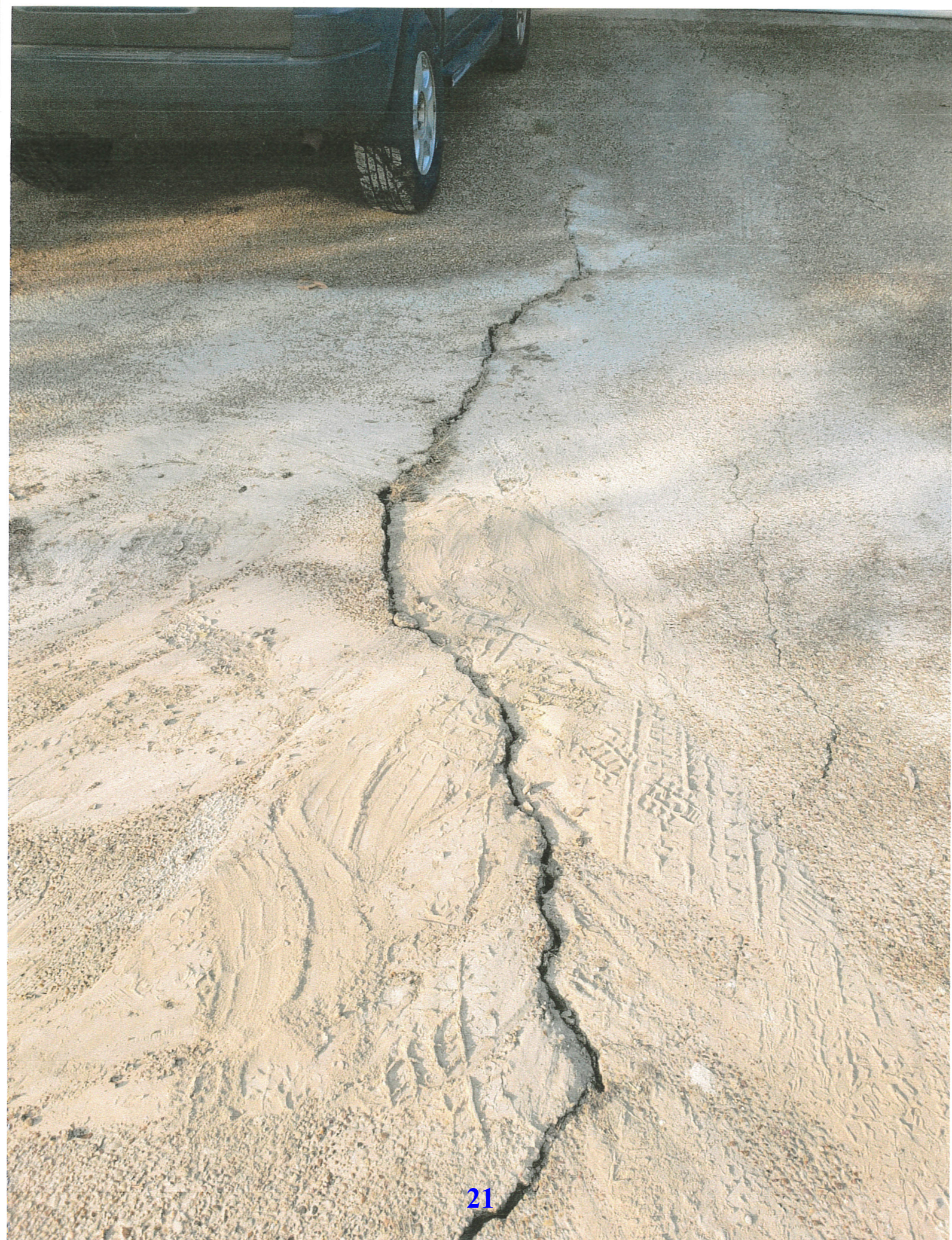
SUGGESTED MOTION:

I move to authorize the ratification of expenses to repair the drive way at 100 Marylee Dr. to Gonzales Construction in the amount of \$5,040.

ATTACHMENTS:

Photos of damaged driveway 100 Marylee Dr.
Gonzales Construction Proposal





Gonzalez Concrete Construction
420 S. 16th st
Waco, TX 76706
(254)714-1289
francisco@gonzalez-concrete.com

Estimate

ADDRESS

Juan Bueno
City of Hewitt
103 N Hewitt Dr
Hewitt, TX 76643

ESTIMATE #	DATE
2075	08/11/2020

P/O ADDRESS

100 Mary Lee

CITY, STATE

Hewitt, TX

ACTIVITY	QTY	RATE	AMOUNT
Flatwork	1	5,000.00	5,000.00
Driveway			
Permit	1	40.00	40.00
Permit			

TOTAL

\$5,040.00

Accepted By

Accepted Date

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 10

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Authorize a change order to the FM 2113 Utility Relocation Contract with Bell Contractors, Inc. in the amount not to exceed \$13,449.10.

STAFF RECOMMENDATION/ITEM SUMMARY:

TxDOT has now requested message boards informing traffic of the upcoming utility crossings associated with the FM 2113 utility relocation project. At the time City Engineer Miles Whitney submitted the traffic control plans for this project, TxDOT did not request the use of message boards. Approximately two weeks ago, TxDOT has since come back and requested them.

FISCAL IMPACT:

Amount Budgeted – \$1,935,000
Line Item in Budget – FY '20-'21 budget.
Fiscal impact- \$13,449.10

SUGGESTED MOTION:

I move to authorize change order to the FM 2113 utility relocation project in an amount not to exceed \$13,449.10.

ATTACHMENTS:

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 11

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the City Manager to execute a professional services agreement with Duke's Root Control, Inc., to perform an Inflow and Infiltration Study in the amount of \$217,717.

STAFF RECOMMENDATION/ITEM SUMMARY:

Inflow and Infiltration into gravity sewer systems is a problem in every municipality. This comprehensive study will focus on narrowing down trouble spots throughout the city so we can take measures to reduce or eliminate inflows during wet weather conditions. Reducing I&I will save Hewitt in treatment cost long term. The study should be completed between 60-90 days from start date.

FISCAL IMPACT:

Amount Budgeted – \$217,717.00
Line Item in Budget – 25-50-845-96-29

SUGGESTED MOTION:

I move to authorize the city manager to enter into a Professional Service Agreement with Duke's Root Control, Inc., to perform the I&I study in the amount of \$217,717.

ATTACHMENTS:

Professional Services Agreement
Proposal

CONTRACT NUMBER _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of September, 2020, by and between City of Hewitt, TX ("Customer") and Duke's Root Control, Inc., a New York corporation ("Consultant"). Customer and Consultant may be referred to singularly as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Customer desires to have certain services and tasks performed by Consultant; and

WHEREAS, Consultant desires to perform such services and tasks for the Customer

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Consultant will perform for the Customer the services set forth on **Exhibit A - List of Services and Fee Schedule** attached hereto and made a part hereof ("Services"). The Consultant represents and warrants that it has pre-qualified the services to be provided under this Agreement. The Consultant further represents and warrants that the services the Consultant preforms pursuant to this Agreement will be done in accordance with the Codes, Amendments and Ordinances of the Municipality and State where the work is being performed.

2. CHANGES IN COST AND SERVICES

The Services and charges for such Services as set forth on Exhibit A hereto may only be changed or amended by mutual written and signed agreement of the Parties stating with specificity the change in Services and cost.

3. FEES

The fees for Services are as set forth on **Exhibit A – List of Services and Fee Schedule** ("Fees"). The total Fees shall not exceed Two Hundred Seventeen Thousand, Eight Hundred and 00/100 Dollars (\$217,800.00). Unless there is a change in cost and services event as described in paragraph 2.

4. PAYMENT

Consultant will invoice the Customer for Services on a monthly basis, and each invoice shall include supporting documentation. Payment for invoiced Services is due to the Consultant within forty-five (45) days of the invoice date. The Customer may within seven (7) days of the invoice date by written notice to Consultant dispute an invoice, or any part thereof, and request additional information with respect to such disputed part, provided that such notice state with specificity the nature of the dispute and the additional information requested. Unless the Consultant receives such notice within the 7 day period, the invoice will be deemed accepted by the Customer and shall be paid in full as required under this Section 4. In the event of a dispute concerning an invoice, the Customer will pay the undisputed amount within forty-

five (45) days of the date of the invoice. The Parties will use their best efforts to reach an amicable resolution as to the disputed part of the invoice within the forty-five (45) days of the invoice date, and if resolved or partially resolved, the Customer shall then be obligated to pay the Consultant the undisputed amount within the earlier of ten (10) days from the date the dispute is resolved or fifty-five days after the date of invoice.

5. TERM

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on September 30, 2021, unless extended by mutual signed written agreement of the Parties.

6. TERMINATION

Termination of this Agreement may happen under one of the following circumstances:

A. Either Party may terminate this Agreement for convenience at any time, with at least thirty (30) day advance written notice to the other Party. Consultant shall be paid all Fees for Services rendered up through and including the termination date.

Notwithstanding the foregoing, if the non-breaching Party elects, in its sole discretion, to permit the breaching Party to cure the breach or failure to perform, the non-breaching Party shall provide the breaching Party by email transmission with a Notice of Breach, stating in detail the nature of the breach or failure to perform. The breaching party shall have fifteen (15) days to cure the breach or otherwise perform as required. If the breach or failure to perform is not cured within 15 days after the email transmission, the non-breaching Party may immediately, by written notice to the breaching party, terminate this Agreement.

Within fifteen days of termination of this Agreement, Consultant will account for and dispose of it in a manner directed by the Customer any Customer property in its possession.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties acknowledge and agree that the Services performed by Consultant, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

8. MUNICIPAL OBLIGATIONS

The property and/or project where the Services are to be performed are listed on **Exhibit B – Property/Project** attached hereto and incorporated herein by reference. The Customer shall make provision for access to the property and/or project where the Services are to be performed, and any adjacent properties, if necessary for performing the Services. The Customer shall provide in a timely manner all data information, GIS/GPS points, plans, specifications and other documentation required by Consultant to perform Services.

9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Customer, its elected and appointment officials, employees and

volunteers and others working on behalf of the Customer, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant arising out of or related to Consultant's performance of the Services. To the extent that the Consultant provides the defense for the Customer, the Consultant shall have the right to select counsel to defend the Customer in actions pertaining to this Section. Notwithstanding any provision of the Agreement to the contrary, Consultant shall not have the obligation to defend, indemnify or hold harmless Customer, and shall not be responsible or liable to Customer, for the negligence, actions or omissions of third parties not under Consultant's control, including without limitation for any injury to person or death, damage to property or delays in Consultant's performance. If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

10. CONSEQUENTIAL DAMAGES

Notwithstanding any provision of this Agreement to the contrary, except with respect to Consultant's obligation to indemnify Customer pursuant to Section 9 of this Agreement by reason of personal injury, including bodily injury or death and/or property damage, in no event shall Consultant be liable for consequential, special, incidental, indirect, loss profit or loss of income damages.

11. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties. Consultant is permitted to subcontract portions of the services to be provided but only after first notifying Customer of such intention and delivering an endorsement to subcontractor's general liability coverage naming the Customer, its officers, employees and agents as additional insured. Consultant remains responsible for any subcontractor's performance.

12. INSURANCE

During the pendency of this Agreement, at a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant providing Services, to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Customer. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Worker's Compensation insurance to cover obligations imposed by applicable law for any employee of Consultant and any subcontractor engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

B. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The Customer and the Customer's officers, employees, and consultants shall be named as additional insureds.

C. Prior to commencement of the Services, Consultant shall submit endorsements of insurance acceptable to the Customer.

13. OWNERSHIP OF DOCUMENTS

Provided that the Customer is not in breach and has performed as required under this Agreement and Consultant has been paid for the Services, the Customer shall own the work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any other purpose other than the performance of the Services hereunder without the express prior written consent of the Customer. Unless this Agreement is terminated for cause

14. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

15. DISCRIMINATION

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin.

16. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

The Customer acknowledges and agrees that Consultant has invested considerable time and resources in the development of its workforce. During the term of this Agreement and for one (1) year thereafter, Customer shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provides Services to Customer pursuant to this Agreement ("Service Providers"), or who interacted with Customer in connection with the provision of such Services. The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's investment in the training of its employees, the stability of its workforce, and its ability to provide competitive programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. Customer acknowledges and agrees that a violation of this provision by the Customer could likely cause Consultant irreparable harm, and that damages at law may be inadequate, which may in addition to any other remedy to which Consultant may be entitled by law or in equity, entitle Consultant to seek injunctive relief.

17. NOTICES

Any notice under this Agreement shall be in writing and may be personally delivered, sent by recognized overnight carrier, sent pre-paid, certified mail, return receipt requested, proper postage prepaid, or by email, addressed as follows:

If to the Customer:	If to the Consultant:
	Ms. Michelle Harrod, Vice President Duke's Root Control, Inc. 1020 Hiawatha Blvd West Syracuse, NY 13204 michelle@dukes.com

Notice sent by personal delivery or recognized overnight carrier shall be deemed sufficient upon delivery, even if rejected. Notice by certified mail, return receipt requested, shall be deemed sufficient two (2) business days after being placed in the U.S. mail. Notice by email shall be deemed sufficient if sent on a business day during the hours of 8:00 a.m. and 6:00 p.m., Eastern time provided that upon request of the recipient, the sender provides written confirmation of the transmission. For purposes of this Agreement, business days shall be any day except Saturday, Sunday, Federal holidays, and any state holiday the Customer offices are closed.

18. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation, or some other dispute resolution procedure.

19. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of New York without regard to principles of conflict of laws. Any suit or action arising out of or related to this Agreement shall be brought in the state or Federal courts having jurisdiction in the County of Onondaga, State of New York, and the Parties waive any objection to such venue.

20. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

21. WAIVER

No failure or delay by any party in enforcing this Agreement or exercising any right, power, or privilege hereunder this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further enforcement of this Agreement or exercise such or other right, power, or privilege hereunder this Agreement

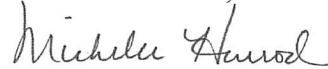
22. ENTIRE AGREEMENT

This Agreement, along with the attached exhibits, constitutes the complete, entire and final agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates herein enumerated.

Name: _____
Title: _____
Date: _____

Duke's Root Control, Inc.



Name: Michelle Harrod
Title: Vice President
Date: August 19, 2020



PROPOSAL

Precision I&I Microdetection Study

Prepared for:
City of Hewitt

800.447.6687 | dukes.com



Kevin Reinke
City of Hewitt
PO Box 610
Hewitt, TX 76643

PROJECT NAME: Precision I&I Microdetection Study

Dear Kevin,

Duke's Root Control is pleased to submit this proposal to City of Hewitt for the Precision I&I Microdetection Study project. All details regarding this project are contained within the pages of this proposal and include sample deliverables, scope of service descriptions, and pricing.

This proposal is being submitted based on interpretations made from the study maps or information we have been provided. Please review for accuracy.

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact me with any questions regarding this proposal.

Sincerely,
Duke's Root Control

Mike Williams
Western Regional Manager
936-648-8693
mwilliams@dukes.com

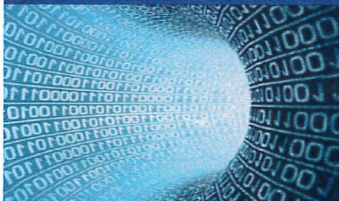
I&I MICRO DETECTION AT A FRACTION OF THE CURRENT COST

How is it possible that a simple level sensor can inexpensively locate I&I all the way down to a pair of adjacent manholes?

Easy. For instance; if you have water in your basement, are you really interested in measuring the exact amount of water that has found its way into your home or do you just want to know the exact location of where it's coming in from? The same thinking holds true when comparing I&I detection methods using flow monitors versus iTracking®.

THE BIG SECRET

Flow monitors require costly confined-space installation, continual sensor maintenance and are restricted to locating the entry point of I&I to somewhere within 2 to 4 linear miles of the piping system due to the performance limitations of their bottom-sitting sensors. iTracker® Level Sensors simply focus on quickly and inexpensively identifying the exact location where major volumes of I&I are entering the system without the requirement for confined-space installation and continual sensor maintenance.



By adding a series of powerful volumetric change algorithms to the I&I discovery process, iTracking® provides the ability for the subtraction of flows between neighboring mini and micro basins. This patented process allows iTracking to pinpoint I&I all the way down to a set of adjacent manholes...many times after only a single rain event.

The key lies in the ability of these patented algorithms to calculate volumetric changes between manhole segments, during both dry and wet weather. This ultimately determines the amounts of I&I residing within each micro basin as investigations proceed further and further upstream. As micro basins are isolated from one another and volumetrically analyzed for I&I contributions, the segments responsible for the highest influx of I&I are quickly uncovered and flagged for confirmation by CCTV camera surveillance. It is as simple as that.

iTracking®

New iTracking® Level Technology is Helping Municipalities
Turn Back the Clock on Aging Infrastructure

If you would like to learn more about this newly advanced method for
I&I Micro Detection, visit our website or call EASTECH at 1.800.226.3569 Ext.1.

smartwastewater.com



Inflow & Infiltration Micro Detection

Theory & Process



Theory

Hundreds of independent flow studies, including those produced by the EPA, have concluded that 80% of Inflow & Infiltration residents in just 20% of the collection system. Conventional doppler style flow meters, while able to measure flows over larger basins, are incapable of providing the necessary high resolution monitoring or "micro detection" in the smaller diameter pipes (8" - 12") within the sub-sewersheds that make up 85% of almost every collection system. It has been determined that an accurate, high resolution monitoring device was necessary to find the elusive high contributors to a system's ground water flows during a rain event.

Process

Through the rapid canvassing and deployment of the iTracker sensors in manholes throughout the test area, we are able to deliver reliable data results pinpointed down to a line segment or short run of line segments. Our data analytics team works with you to digitally plan out the placement of the sensors through our GIS client portal. During the first 30 days of the test, units are placed strategically throughout the test area, prior to junctions, to isolate out line segments feeding into the system. As rain events occur, data is collected and analyzed using the iTracker software to identify severe or critical line segments. Units are moved to follow the high levels of ground water and ultimately narrowed down to the particular line segments contributing I & I to the collection system basin or basins.



Initial placement of iTracker units at the start of the project



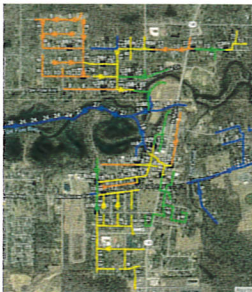
Movement of iTrackers to isolate problematic line segments

iTracker Micro Detection - Scope of Services

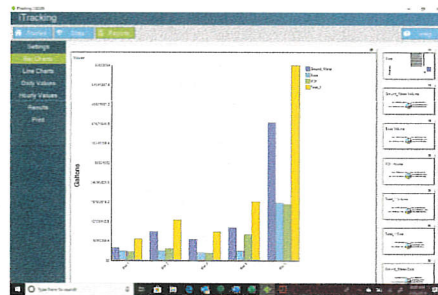
Process
1. Receive and upload current GIS / GDB files per the included data requisition guide 2. Determine location to place initial iTracker units based on flow data obtained from maps or GIS files. 3. Provide client link to view or approve locations for units 4. Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures 5. Upon substantial (1" or greater rain event), upload data obtained from iTracker unit via mobile field tablet. Pull or move units based on data and determined by data analysis team. 6. Maintain iTracker units by replacing batteries or units as required 7. Review, analyze and report data from test period per the sample deliverables 8. Move iTracker units based on results from the previous test to narrow down particular pipe segments providing high flow data 9. Review all data with client on a monthly basis (or schedule around substantial rain event referenced above) and again at the end of the study period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events

Responsibilities of Dukes	Responsibilities of Client
1. Provide all necessary crew and equipment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. Ensure that all vehicles are properly marked and have adequate safety lighting 4. Act in a polite, professional manner at all times and especially when dealing with the public 5. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data to successfully complete the project (see data requirements page) 2. Assist contractor with public issues or concerns 3. Agree to promptly review and advise contractor on any changes to location of iTracker units if client is participating in the iTracker placement process 4. Make sure manholes are accessible to contractor prior to start of work.

iTracker Micro Detection - Sample Deliverables



GIS Data Management & Heat Maps

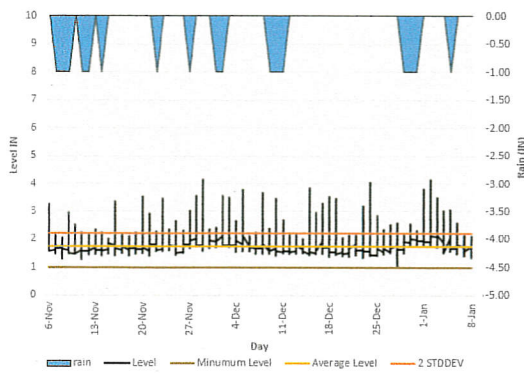


Ground Water Bar Chart

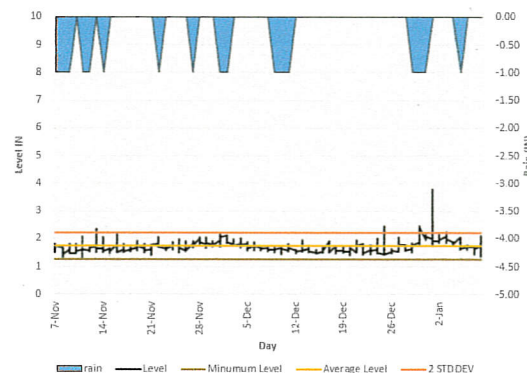
Monitor ID	Flow rate	Subsidence Potential	Contaminant Population	Minimum Water Level	Average Water Level	Peak Level	Total Observation (ft)	Number of Outlets	Contribution Average for Peak Flow	Percent Average that Average	Rating
uMn-126A	18	62	528	0.06	1.87	2.78	6013	251	0.01	13%	Fair
uMn-125	18	114	134	1.19	2.85	2.90	6013	251	0.05	79%	Fair
uMn-72	5	103	103	0.09	0.72	1.36	6016	251	0.04	67%	Moderate
uMn-80	15	117	117	1.15	1.56	1.98	6015	371	0.47	21%	Fair
uMn-6	10	25	25	0.18	0.74	1.30	6047	119	0.56	42%	Moderate
uMn-4	15	89	89	1.87	2.28	2.71	6048	147	0.45	76%	Good
uMn-55	24	0	262	6.12	7.23	8.34	6014	251	1.11	13%	Good
uMn-60	12	18	262	1.15	2.6	3.4	6017	217	0.54	29%	Fair
uMn-17	12	103	395	1.92	2.81	3.78	6016	387	0.51	25%	Fair
uMn-23	15	89	89	2.08	2.94	3.80	6017	296	0.86	23%	Fair
uMn-16	10	11	11	2.64	2.13	2.18	6017	241	0.27	10%	Good
uMn-42	10	22	22	0.36	0.8	1.34	6016	371	0.44	10%	Moderate

Pipeline I/I Contribution Analysis

HydraLevel Graphs



Peak and Average Flows Correlated with Rain Data



Night Time Flow Isolation

Data File Request Form – iTracker® Service

GIS FILES

(Please provide in .SHP, .CSV, .DML, .GPX, .KML/.KMZ or .GDB Format)

- Sanitary Lines Layer. Include the following attributes:
 - o Pipe ID (If available)
 - o Pipe Size
 - o Pipe Material (if available)
 - o Flow Direction
 - o Pipe Purpose (Storm, Gravity, Forcemain, etc)
 - o Upstream/Downstream MH ID (if available)
- Sanitary Manhole Layer
 - o Manhole ID
 - o Depth
 - o Diameter
- Basin / Sub-Basin
 - o Basin IDs
 - o Basin Boundaries (Polygraph)
 - o Lift Station Locations (If Available)
- Parcel Layer (if available)



Other Data (one of the following or both)

- Water Usage – Metering Data for subject area
- Population (# of Residences) for subject area
 - o Notes on any significant water users such as schools, industrial or hospitals

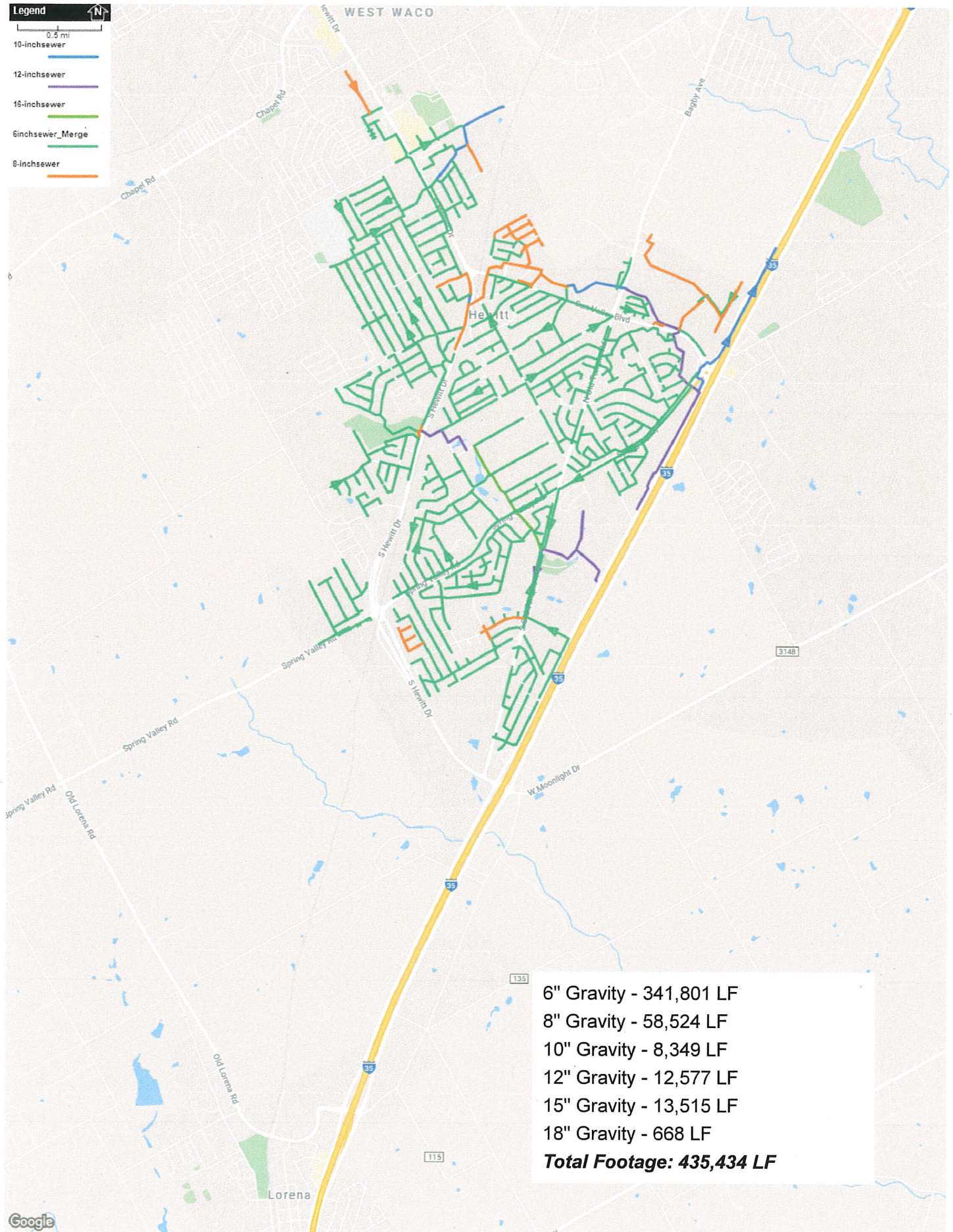
Contact Information

If you need a FTP upload link or for any questions on this data request form, please email:
datateam@dukes.com

Maps of Subject Area

Proposed subject area supporting documents and maps





Investment

The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties. Services will be billed half at project initiation and remainder upon completion of final deliverables.

TYPE OF SERVICE	Price	Unit	QTY	Subtotal
Flow Monitoring & Micro Detection				
☒ Precision I & I Detection Program Pipes per the attached map Gravity Main (435,434 LF) Microdetection Study based on at least one, 1" substantial rain event, not to exceed 90 days. Includes: • Installation, Data Collection, Movement, Analysis & Reporting • Deployment of iTracker wi-fi units with no extra charge for deployment of additional units • GIS view of project progress • Monthly project update meetings (via screen share or in person) on data collected • Geodatabase deliverables of all data, charts and reports • Executive Summary Report	\$0.50	EA	435434	\$217,717.00
				\$217,717.00

Agreement of Service

By signing below, City of Hewitt and Duke's Root Control agree to all provisions set forth in this proposal. Any requirements not listed in this proposal may be subject to additional fees.

Duke's Root Control

City of Hewitt

Mike Williams

Kevin Reinke



Trailblazing

Sewer System Evaluation Services

NEW! iTracking Microdetection

Quickly isolate the line segments within a basin that are contributing excess inflow or infiltration in order to minimize SSES services and start working on optimizing your sewer system. We correlate local rain data to show RDII (rain derived I/I) and estimate GPM from these rain events through our specialty analytics software.

Pipeline Acoustic Monitoring

Maximize your O&M budget by identifying problematic pipes or choke point areas in your collection system. Prioritized line segments are delivered via GIS so you can build your CCTV program interval. Cut your cleaning and CCTV budget with SL RAT.

Smoke & Dye Testing

Public and Private smoke testing with GPS based deliverables and smoke testing software application to quickly query and sort the defects to make repairs to your system. Dye testing services performed without the need for your equipment or staff. 24 hour call center for residents and coordination with Police & Fire including daily notifications to reduce Police & Fire call outs during the test.

360 Manhole Scanning For System Structures & Lift Stations

We use the Panoramo 360 SI 3D scanning camera to produce detailed imaging of your system structures including lift stations. All data is captured using MACP certified software and deliver reports to you in a variety of outputs including our dynamic dashboard application and Geodatabase. Ask us about custom integration into your asset management applications.

Mainline Cleaning & Televising (CCTV)

Small through large diameter (including storm culvert) inspections using high resolution CCTV camera equipment. Deliverables recorded using PACP certified software and all defects are plotted in GIS and delivered with pictures and reports through a Geodatabase. Our dynamic dashboard application is included in your deliverables.

Private Home & Building Inspections

Interior and exterior building inspection services including all resident notification and scheduling. Day, evening & weekend appointments available for your residents and all data is delivered in GIS format and detailed building reports.

GPS & GIS Services

Verification of current GPS points or digitizing CAD or atlas maps to build a GIS system unique to the needs of your utility. All types of assets collected with realtime progress views and custom attribute table creation or population of data. Data delivered via hosted GIS platform or geodatabase to your existing system.

Specialty Data Programming and Analysis

If you already have data that was collected from a previous SSES program, we can upload your data into our dashboard application and create custom deliverables for you to illustrate the defects in the system so you can start working on repairing your system. Ask us for more information!

**NASSCO**
NATIONAL ASSOCIATION OF
SEWER SERVICE COMPANIES

Duke's is a proud NASSCO member
and certified for PACP, MACP & LACP



800.447.6687 | dukes.com



4250 South 76th East Avenue
Tulsa, OK 74145
(918) 664-1212
(800) 226-3569
FAX: (918) 664-8494

August 9, 2018

RE: Sole Source for 1st Response, iTracker® and iTracking®.

Gentlemen:

Dukes Root Control is the sole distributor for Eastech Flow Control, Inc.'s line of iTracker® products for the United States. The iTracker® system includes the iTracker® ultra-portable low power battery operated sewer monitor with wireless connectivity and ultra-fast no confined space installation. The system also includes the automated sewer evaluation software with its patented I&I detection algorithms and pushbutton reports.

Should you require additional information, please do not hesitate to contact us.

Yours truly,

A handwritten signature in black ink, appearing to read 'Mark LaPlante', written in a cursive style.

Mark LaPlante
CTO, Eastech Flow Controls

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 12

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the City Manager to purchase sewer camera with locator and transmitter from Green Equipment Company for a total of \$13,566.90.

STAFF RECOMMENDATION/ITEM SUMMARY:

This equipment is used to locate and verify trouble areas in a customer's lateral line. The locator pinpoints the camera head at the problem so repairs can be made. Paired with the transmitter, the locator can be used to locate other utilities with a tracer wire. The proposed new camera is replacing a 10-year old plus setup.

FISCAL IMPACT:

Amount Budgeted – \$13,566.90
Line Item in Budget – 20-50370-91-00

SUGGESTED MOTION:

I move to authorize the City Manager to purchase a new sewer camera with locator and transmitter in the amount of \$13,566.90 from Green Equipment Company.

ATTACHMENTS:

Quotes



Corporate Address:
2563 Gravel Drive, Fort Worth, TX 76118
t. 8175892704 f. 8172841107

QUOTE

Number BVIBQ1764

Date Jun 10, 2020

Bill To

City of Hewitt
Ryan Bell

Phone (817) 666-2447
Fax (817) 666-3741
E-Mail rbell@cityofhewitt.com

Terms

Ship To

City of Hewitt
Ryan Bell
103 Hewitt Dr.
Hewitt, TX 76643

Phone (817) 666-2447
Fax (817) 666-3741
E-Mail rbell@cityofhewitt.com

Ship Via

Salesperson	E-mail	Phone Number
-------------	--------	--------------

Brandon Baker

brandonbaker@greenequipco.com

Qty	Part Number	Description	Unit Price	Ext. Price
1	R10/71DL	Radiodetection RD7100 DL Receiver. Utility Compass, Auto Depths & Sonde Freqs.. 3 Year Warranty. Free Training & Free Loaners During Repairs.	\$1,997.00	\$1,997.00
1	R10/TX10	RD TX10 Transmitter	\$2,684.00	\$2,684.00
1	R10/LOCATORBAG	Radiodetection 7K/8K Series Soft Carry Bag.	\$178.00	\$178.00

Please contact me if I can be of further assistance.

SubTotal	\$4,859.00
Tax	\$0.00
Shipping	\$47.00
Total	\$4,906.00

QUOTE GOOD FOR 30 DAYS

Thank you for the opportunity. We offer free training at the time of product delivery, loaner equipment is available on most products we sell. My contact information is listed above and if I can assist you in any way please, contact me.

HGAC MEMBER

BUY BOARD MEMBER



Corporate Address:
2563 Gravel Drive, Fort Worth, TX 76118
t. 8175892704 f. 8172841107

QUOTE

Number BVIBQ1757

Date Jun 9, 2020

Bill To

City of Hewitt
Ryan Bell

Phone (817) 666-2447
Fax (817) 666-3741
E-Mail rbell@cityofhewitt.com

Terms

Ship To

City of Hewitt
Ryan Bell
103 Hewitt Dr.
Hewitt, TX 76643

Phone (817) 666-2447
Fax (817) 666-3741
E-Mail rbell@cityofhewitt.com

Ship Via

Salesperson	E-mail	Phone Number
Brandon Baker	brandonbaker@greenequipco.com	

Qty	Part Number	Description	Unit Price	Ext. Price
1		Flexiprobe 542 NTSC System with 342 200'/60m reel, 512Hz flexisonde, 540c Controller with built-in battery and 128Gb internal memory, blank USB memory stick, indoor mains PSU/charger with a power lead, controller-reel link cable, accessory bag and grease with 2"/50mm NTSC camera, skid ball and skids set	\$8,962.00	\$8,962.00
1		Discount	-\$448.10	-\$448.10

Please contact me if I can be of further assistance.

SubTotal	\$8,513.90
Tax	\$0.00
Shipping	\$147.00
Total	\$8,660.90

QUOTE GOOD FOR 30 DAYS

Thank you for the opportunity. We offer free training at the time of product delivery, loaner equipment is available on most products we sell. My contact information is listed above and if I can assist you in any way please, contact me.

HGAC MEMBER

BUY BOARD MEMBER



COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 13

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the City Manager to execute an agreement with Wallace Controls & Electric to automate the pressure reducing valve at Plant No. 5 – Ritchie Road Pump Station in the amount of \$13,978.

STAFF RECOMMENDATION/ITEM SUMMARY:

The automation of this PRV will greatly improve our operations during times of heavy demand. Once completed, it will allow us to operate the valve remotely through our SCADA system from a phone or tablet. Currently, a by-pass valve is manually operated daily during heavy use in the summer months, requiring overtime on weekends and holidays.

FISCAL IMPACT:

Amount Budgeted – \$13,978.00
Line Item in Budget – 20-50365-91-00

SUGGESTED MOTION:

I move to authorize the City Manager to execute an agreement with Wallace Controls & Electric to automate the PRV at Plant 5 in the amount of \$13,978.

ATTACHMENTS:

Quotes

9/15/20

6:37 PM

WALLACE CONTROLS & ELECTRIC
BOX 31 - 210 EAST MORGAN STREET
MERIDIAN, TX. 76665 Electrical Contractor Lic. #22928
PHONE 254-435-2544

FAX 254-435-2524 OR E-MAIL paytonwallace@sbcglobal.net

City of Hewitt

Attn: Kevin Reinke

Ref: Quote to automate PRV valve at Richie Road Pump Station.

ELECTRICAL BID TO INCLUDE:

Conduit and wire from pump station RTU to vault to control and monitor PRV.

Ditching

Cla-Val parts to convert existing manual valve to automated valve.

INSTRUMENTATION TO INCLUDE:

1 – Upstream Transmitter

1 – Downstream Transmitter.

SCADA TO INCLUDE:

PLC Programming

HMI – Scada Computer Programming.

EXCLUSIONS:

Taxes

TOTAL BID.....\$ 13,978.00

Thanks,

Payton

Texas Electrical Contractor's License #17189

July 6, 2020

Project: Water Plant 5 750 Ritchie RD

Customer: *City Of Hewitt*

T. Morales Company is pleased to offer the following as our proposed scope of work for the electrical installation for this project and as identified above. Our company is a certified M/WBE with the City of Austin and we are also listed with the State of Texas General Service Commission as a Historically Underutilized Business (HUB).

Clarifications:

- Clay valve will come out and convert the existing PRV to a standard clay valve with a 120v solenoid to operate valve all the way open.
- Install conduit and wire between PRV vault and SCADA control panel for control wires for newly converted valve
- Add programing to the existing SCADA to control the valve remotely.

Total Pricing.....\$9750.00

Items Excluded:

- Sales tax on Labor and Material!!
- Permit and inspection fees/charges if any.
- Pump Control Panels

Please note that performance and payment bond costs for the subcontract are not included in the quoted price but is available if required by the customer. Bonding can be calculated at the State of Texas standard bond rates. I can be reached by phone (512-844-5374) or email (jwoolverton@moralescompany.com) if you may have any further questions regarding this proposal.

Sincerely;

T. Morales Company

Jason Woolberton

Estimating



From: Ryan Wood
PO Box 5056
Georgetown, TX 78627
Phone: 512-930-5721
Fax: 512-869-7621
Email: rwood@tracntrol.com

Quotation

Date: August 13, 2020
To: Kevin Reinke
Hewitt, City of
200 Patriot Drive
Hewitt, TX 76643
Sent via: Email
cc:

Project: City of Hewitt Plant No. 5 – PRV – SCADA Integration

Scope of Work:

1. Labor, materials, and programming for the retrofit of Plant No. 5 PRV to allow from manual “Hand” control from the SCADA System.
2. On and off-site Technical support – 24/7 for the life of the system.
3. Training as required.

Deliverables:

1. Furnish and installation of PRV Retrofit kit to allow for SCADA control from the HMI. Installation and start-up provided by Cla-Val technician.
2. Furnish labor and materials for trenching, conduit, and wire as required from PRV to existing SCADA RTU enclosure.
3. PLC programming as required for SCADA operation of the PRV.
4. HMI programming as required for graphical display, control, and monitoring of the Plant No. 5 PRV operation in manual “Hand” mode.

Exclusions and Assumptions:

1. Local and state sales taxes are excluded from quoted pricing.
2. Performance and payment bonds are excluded from quoted pricing.
3. Installation of field instrumentation other than equipment specified will be invoiced on a cost-plus basis.
4. This proposal assumes that equipment can be temporarily removed from service while improvements are implemented.
5. This proposal assumes that all existing equipment is operational and fully functional, and that only the items listed above under “Deliverables” are to be provided and installed.
6. PRV must be fully accessible with safe working environment.
7. PRV must have ability to be isolated and/or drained prior to arrival of technician.
8. Proposal does not include PRV wear items, including but not limited to, washers, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, ect.

Terms:

1. Invoices are due Net 30 days from date of invoice. Balances paid after due date are subject to a 1.5% charge.
2. Mobilization and equipment will be invoiced at 50% of contract amount upon acceptance of quotation. Freight is prepaid and included in quoted pricing.
3. Balance of contract will be paid upon completion.
4. Pricing is valid for 30 days from date of quotation.
5. System is quoted for completion within 120 days of approval.

Quotation:

Item	Quoted Pricing
Hewitt Plant No. 5: PRV Retrofit and SCADA Integration	\$22,790.00

Respectfully submitted:

Accepted & Date

Ryan Wood

Ryan Wood, TraC-n-trol, Inc.

Hewitt, City of

Date

If acceptable, please sign, date, and return to our office.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 14

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and action on **Ordinance No. 2020-02** changing the zoning designation of property known as O'Campo C A-32, Tract 1 located at 508 Sun Valley Blvd. from R-1 Single Family Residential to C-1 Restricted Commercial. **NOTE:** This item was originally considered on January 20, 2020, and the motion neither failed nor passed due to a tie vote.

STAFF RECOMMENDATION/ITEM SUMMARY:

At Council's January 20th meeting, the Council authorized a recommended land use change from Planning and Zoning on a 4-2 majority vote. At that same meeting, the Council deadlocked on a 3-3 vote on the zoning change to accompany the land use change recommended by Planning and Zoning. Therefore, the zoning request was neither approved nor denied. The property owner has inquired about the status of his request. In addition, the City has updated its ordinance so that short term rentals pay occupancy tax.

FISCAL IMPACT:

Amount Budgeted – \$0
Line Item in Budget – FY '20-'21 budget.

SUGGESTED MOTION:

I move to approve or deny Ordinance No. 2002-02 changing the zoning designation of property known as O'Campo C A-32, Tract 1 located at 508 Sun Valley Blvd. from R-1 Single Family Residential to C-1 Restricted Commercial.

ATTACHMENTS:

Minutes January 20th meeting
Planning and Zoning minutes
Zoning application
Previous agenda item

HEWITT TEXAS

**MINUTES OF A CITY COUNCIL
WORKSHOP/REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
January 20, 2020 – 6:30 PM/7:00 PM**

Attendee Name	Title	Absent	Present	Arrived
Charles D. Turner (presiding)	Mayor, Ward 1	☐	☒	
Wilbert “Walky” Wachtendorf	Mayor Pro Tem, Ward 1	☐	☒	
Bill Fuller	Council Member, Ward 2	☐	☒	
Vacancy	Council Member, Ward 2	☐	☐	
Michael S. Bancale	Council Member, At-Large	☐	☒	
Steve Fortenberry	Council Member, Ward 3	☐	☒	
Erica Bruce	Council Member, Ward 3	☐	☒	

Staff present:

City Manager Bo Thomas
City Attorney Mike Dixon
City Engineer Miles Whitney
City Secretary Lydia Lopez
Community Development Director Tracy Lankford
Finance Director Lee Garcia
Fire Chief Lance Bracco
General Service Director Scott Coleman
Library Director Waynette Ditto
Police Chief Jim Devlin
Assistant Police Chief Tuck Saunders
Utilities Director Kevin Reinke

WORKSHOP MEETING – 6:30 PM

- 1. CALL TO ORDER.** Mayor Charlie Turner called the meeting to order at 6:30 PM. City Secretary Lydia Lopez polled the Council for attendance.
ALL PRESENT: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, Turner
- 2. BRIEFING AND DISCUSSION CONCERNING CHARTER REVIEW.** City Manager Bo Thomas presented a review of proposed Charter amendments from an operational perspective. Mr. Thomas distributed and briefly shared a copy of the ballot presented to the City of Woodway residents regarding proposed Charter Amendments from their Special Election held in May of 2012. City Attorney Mike Dixon advised that changes would be made to any areas in conflict with state law, purchasing policy and procedures, emergency expenditures, taxation, contractor bonding requirements, fixing grammatical error, and gender neutrality. Mr. Dixon stated that he would be presenting some proposed language on the recommended changes in the near future.

3. **ADJOURN.** There being no further discussion, the Workshop was adjourned at 6:56 PM.

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER.** Mayor Charlie Turner called the meeting to order at 7:00 PM. City Secretary Lydia Lopez polled the Council for attendance.
ALL PRESENT: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, Turner
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG.** Mayor Charlie Turner led the Pledge of Allegiance.
3. **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. Ann Schiltz, 1220 Dendron, appeared to express appreciation to city employees, Council and volunteers for the work being done throughout the city. She also wanted to recognize city staff and volunteers for the library event – All in with Jerry - 5K Fun Run Benefit and Community Health Fair; and upcoming Greater Hewitt Chamber Banquet.
4. **Briefing and discussion concerning upcoming events:** (Presented by City Manager Bo Thomas)
- TML Region 9 Meeting – January 23, 2020
 - Greater Hewitt Chamber of Commerce Banquet – January 30, 2020
 - Coffee With A Cop – Cefco on Ritchie Rd. – February 7, 2020
 - Citizen's Police Academy 2020 – February 18, 2020 thru April 28, 2020
 - C.R.A.S.E. – Civilian Response to Active Shooter Events – February 22, 2020
 - March 21, 2020 – Hop into the Hewitt Public Library Spring Event – March 21, 2020
5. **PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-01 CHANGING THE LAND USE DESIGNATION OF PROPERTY KNOWN AS O'CAMPO C A-32 TRACT 1 LOCATED AT 508 SUN VALLEY BLVD. FROM LOW DENSITY RESIDENTIAL TO RETAIL.** City Manager Bo Thomas presented. Mayor Charlie Turner explained the format for the public hearing. Mayor Turner called for those speaking in favor. David Hodson, 508C Sun Valley Blvd., appeared in favor. Mayor Turner called for those speaking against. No one appeared. Public hearing was closed. Council Member Michael Bancale inquired whether the City had any regulations on short-term rentals. General discussion concerning zoning designation. City Attorney Mike Dixon advised that the developing an ordinance regulating short-term rentals to ensure that the city is receiving occupancy taxes. Council Member Bancale also inquired whether area residents were notified. Mr. Thomas confirmed that residents within 200 feet were notified.
- MOTION:** Council Member Steve Fortenberry moved the approval of Ordinance No. 2020-01 changing the Comprehensive Future Land Use Map for property located at 508 Sun Valley Blvd. from Low Density Residential to Retail.
- SECOND:** Council Member Erica Bruce
- AYES:** Fuller, Bancale, Fortenberry, and Bruce

NAYES: Wachtendorf, Turner

ABSENT: None

MOTION PASSED.

6. **PUBLIC HEARING AND ACTION ON ORDINANCE NO. 2020-02 CHANGING THE ZONING DESIGNATION OF PROPERTY KNOWN AS O'CAMPO C A-32 TRACT 1 LOCATED AT 508 SUN VALLEY BLVD. FROM R-1 SINGLE-FAMILY RESIDENTIAL TO C-1 RESTRICTED COMMERCIAL.** City Manager Bo Thomas presented. Mayor Charlie Turner explained the format for the public hearing. Mayor Turner called for those speaking in favor. David Hodson, 508C Sun Valley Blvd., appeared in favor and advised of plans to build a fourth structure. Mayor Turner called for those speaking against. Jeanne Passalugo, 327 E Chapman, stated that she was neither for or against; however, she also expressed concern with the city receiving the occupancy tax and lowering the appraised value of the surrounding residential property. Mrs. Passalugo suggested the city consider adopting an ordinance regulating these establishments. Beth Oakley, 708 Angel Fire, expressed concern with no regulations in place for these establishments. Mayor Turner allowed applicant time for rebuttal. Mr. Hodson appeared to rebut. There were no other rebuttals. Public hearing was closed. City Attorney Mike Dixon recommended Council approve the zone change designation as recommended. He further stated that staff was working on an ordinance regulating short-term rentals. Council Member Bancalé inquired whether there were any concerns expressed by the residents in the area, concern with the additional building; expressed concern with no regulations for short-term rentals.

MOTION: Council Member Erica Bruce moved the approval of Ordinance No. 2020-02 changing the Zoning designation of property located at 508 Sun Valley Blvd. from R-1 Single-Family Residential to C-1 Restricted Commercial.

SECOND: Council Member Steve Fortenberry

AYES: Wachtendorf, Fortenberry, and Bruce

NAYES: Fuller, Bancalé, and Turner

ABSENT: None

MOTION NEITHER PASSED/NOR FAILED – TIED VOTE.

7. **CONSIDER APPROVAL OF MINUTES OF THE COUNCIL REGULAR MEETING OF DECEMBER 16, 2019.**

MOTION: Council Member Bill Fuller moved approval of the minutes as presented but to allow for corrections.

SECOND: Mayor Pro Tem Wilbert "Walky" Wachtendorf

AYES: Fuller, Bancalé, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

8. **PRESENTATION OF REPORT FROM CITY ENGINEER MILES WHITNEY, P.E.**

- Update on pending utility projects.
- Update on pending street projects.
- Update on pending drainage projects.

HEWITT TEXAS

MINUTES OF THE PLANNING AND ZONING COMMISSION

January 7, 2020 – 6:00PM

Members Present: John Baker, Bobby Drake, Jonathan Dulus, Michael Hix, Paul Lasater, Bobby Wolske

Members Absent: Chairman Walt Peterson

Staff Present: Tracy Lankford, Community Development Director
Brittney Cantu, Zoning Secretary

1. **Call of Planning & Zoning Commission Meeting to Order.** *Acting Chairman John Baker called the meeting to order at 6:00pm.*
2. **Consider approval of minutes for the November 5, 2019 Planning and Zoning Commission regular meeting.** *A motion was made by Bobby Wolske, seconded by Michael Hix, to approve the minutes as submitted but allow for corrections. All six in favor, motion passed.*
3. **Public Hearing:**
 - a) **Consider a request of David Hodson to change the Comprehensive Future Land Use Map of 508 Sun Valley Blvd, known as O'Campo C A-32 Tract 1, from Low Density Residential to Retail.** *Public Hearing for Part A opened at 6:03PM. Speaking in favor: David Hodson, residing at 508C Sun Valley Blvd, Hewitt, TX. Mr. Hodson is the owner of the property and also resides at the residence. He is wanting to build a new dwelling on the property to use for an Air B&B, as well as have for his family to use when they come to visit out of town. Due to the property already having three separate dwellings, adding another dwelling is needing a zoning change to fall more in line with a motel/hotel. No one speaking against, Part A public hearing closed 6:09PM.*
 - b) **Consider a request of David Hodson to change the zoning 508 Sun Valley Blvd, known as O'Campo C A-32 Tract 1, from R-1 Single Family Residential to C-1 Restricted Commercial District. (Note: The Comprehensive Future Land Use Map change request is required since the zoning request does not follow the current City Comprehensive Future Land Use Map.)** *Public Hearing for Part*

B opened at 6:09PM. Speaking in favor: David Hodson, residing at 508C Sun Valley, Hewitt, TX. Mr. Hodson reiterated what he said before about using property as an Air B&B and for his family when they are in town. No one speaking against, Part B public hearing closed at 6:11PM.

- 4. Discussion and possible action: Consider a request of David Hodson to change the Comprehensive Future Land Use Map of 508 Sun Valley Blvd, known as O'Campo C A-32 Tract 1, from Low Density Residential to Retail.** *Question from Paul Lasater regarding if this property was re-zoned to commercial, and it was sold down the line, what could go in this place. Tracy Lankford, Community Development Director, said that if this is approved for a C-1 zoning change, and it was ever re-sold, anything that fits in the C-1 zoning would be allowed here. Paul Lasater asked a question regarding how taxes worked, and if there are any rules in place that the renters know prior to reserving. David Hodson answered that when someone books via Air B&B, they have to read and agree to all rules that are in place such as no parties, no smoking, etc. The money is paid to Air B&B and they distribute the money to Mr. Hodson, and also the City for their portion of the Hotel/Motel Tax. A motion was made by Bobby Wolske, seconded by Jonathan Dulus, to recommend approval. All six in favor, motion to go before City Council January 20, 2020.*
- 5. Discussion and possible action: Consider a request of David Hodson to change the zoning of 508 Sun Valley Blvd, known as O'Campo C A-32 Tract 1 from R-1 Single Family Residential to C-1 Restricted Commercial District.** *A motion was made by Bobby Wolske, seconded by Jonathan Dulus, to recommend approval. All six in favor, motion to go before City Council January 20, 2020.*
- 6. Adjourn.** *A motion was made by Michael Hix, seconded by Jonathan Dulus, to adjourn the meeting at 6:22PM. All six in favor, motion passed.*

John Baker, Acting Chairman

Date Approved

Brittney Cantu, Zoning Secretary

APPLICATION REVIEW

Z-2020-1

CASE #: Z-2020-1

NOTICES: 6 mailed; 0 returned

HEARING DATE: January 20, 2020

PROPERTY ADDRESS: 508 Sun Valley

LEGAL DESCRIPTION: O'Campo C A-32 Tract 1

APPLICANT: David R Hodson

MAILING ADDRESS: 508 C Sun Valley Blvd, Hewitt, TX. 76643

Comprehensive Plan Future Land Use Plan Staff Review

The City of Hewitt adopted "Comprehensive Plan 2022" A Comprehensive Plan for the City of Hewitt, Texas, under Ordinance No. 2003-04-21 on April 21, 2003. When a zoning change is received, the City evaluates it to determine whether it is consistent with the Comprehensive Plan. This evaluation will be based on the goals and objectives and policies of the plan, as well as the land use categories depicted on the Future Land Use Map. A zoning change proposal has been submitted by the applicant that is not consistent with the Comprehensive Plan. The City may consider to uphold the current land use category or a change in the plan's Future Land Use Map.

LAND USE DESIGNATION REQUEST: GENERAL COMMERCIAL and INDUSTRIAL to RESIDENTIAL

The applicant is requesting a land use designation change from Low Density Residential to Retail.

ZONING:

The applicant requests a zone change from **R-1 Single-family Residential to C-1 Restricted Commercial District.**

SUMMARY DESCRIPTION OF USES IN C-1: The purpose and intent of the "C-1 restricted commercial district" is to provide for compatible land, building and structure uses primarily oriented to select retail convenience goods and services which supply the daily needs of residential neighborhoods, including neighborhood shopping centers; select low intensity office uses; and select community facility uses. The locational characteristics of this district are generally confined to limited intersection locations of collector streets and

thoroughfare streets; within residential "planned unit development" projects; and as a transition district between residential districts and higher intensity commercial and industrial districts.

PLANNING & COMMUNITY DEVELOPMENT REVIEW

NEIGHBORHOOD CHARACTER:

The neighborhood is generally characterized as an area of commercial mixed with residential uses. The majority of the surrounding properties are residential and commercial based. This property borders on residential uses.

STAFF RECOMMENDATION

ZONING:

Community Development recommends **approval** of the requests to change the land use and zoning from residential to commercial based on the following findings:

- 1) The proposed zoning is in keeping with the land use component of the Comprehensive Plan.
- 2) The public infrastructure is adequate to provide for uses allowed in C-1 zoning district.
- 3) The property meets all the size and width requirements for C-1 zoning.
- 4) The property is located along Sun Valley Boulevard.

TRAFFIC DATA

1. Description of the adjacent street system:

<u>Road</u>	<u>Classification</u>	<u># of Lanes</u>	<u>Avg. Daily Traffic</u>
Sun Valley	Arterial	5	data not available

Estimated increase in traffic on adjacent streets at full build out:

Immediate: none

Future: none

3. Will the development's impact be of sufficient magnitude to require mitigation for:
 - a) Access problems: no
 - b) Increased traffic congestion: Minimal

- c) Pedestrian traffic: no
- d) Visibility problems: no

4. Traffic Department comments and recommendations:

No significant traffic impact anticipated.

PUBLIC WORKS DATA

1. Street condition: Good X Acceptable Needs Reconstruction

2. Street width: Existing: ROW 100' Pavement 65'

Required: ROW 100' Pavement 65'

3. Curb and Gutter:

Does not apply Needs to be installed **Exists** X Needs Reconstruction

4. Offsite Drainage facilities are adequate to meet additional runoff resulting from the rezoning.

5. Water is available to the property, and it will serve the heaviest uses allowed under the requested zoning.

6. Sewer is available to the property.

7. Community Services comments and recommendations:

The property is served with public water and there has been no damage reported.

INSPECTION DEPARTMENT REVIEW

Comments

None

FIRE DEPARTMENT REVIEW:

Anticipated Fire Response Time:

Is the Fire Response Time Adequate? Y (Y) Yes (N) No

Fire Department Comments and Recommendations:

MCLENNAN COUNTY HEALTH DISTRICT REVIEW

Inspection/Permit Required N (Y) Yes (N) No

Date of Inspection: None

Comments

POLICE DEPARTMENT REVIEW

Comments None

PROPERTY OWNERS LIST

Applicant: David R Hodson

Owner: David R Hodson

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 20, 2020

AGENDA ITEM #: 6

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on **Ordinance No. 2020-02** changing the Zoning designation of property known as O'Campo C A-32 Tract 1 located at 508 Sun Valley Blvd. from R-1 Single-family Residential to C-1 Restricted Commercial.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. David Hodson submitted a request to change the zoning designation on property located at 508 Sun Valley Blvd. This is a tract of land located three (3) lots west of the intersection of Sun Valley Blvd. and Old Temple Rd. Mr. Hodson is requesting the zoning change from R-1 Single-family Residential to C-1 Restricted Commercial. The Planning and Zoning Commission met on Tuesday, January 7, 2020, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended approval of the request with a vote of 6 to 0. A map of the property and copy of the minutes are included in the backup material. Staff recommends approval of this request.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Ordinance No. 2020-02 changing the zoning of property located at 508 Sun Valley Blvd. from R-1 Single-family Residential to C-1 Restricted Commercial.

ATTACHMENTS:

P&Z Draft Minutes and supporting documentation
Draft Ordinance

ORDINANCE NO. 2020-02

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 RESIDENTIAL DISTRICT TO C-1 RESTRICTED COMMERCIAL DISTRICT PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Code of Ordinances of the City of Hewitt, a request was submitted by David Hodson to rezone property known as O'Campo C A-32 Tract 1 located at 508 Sun Valley, Hewitt, McLennan County, Texas, from **R-1 Single-family Residential to C-1 Restricted Commercial**

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 November 18, 2019, after due notice in the manner provided by law; and

WHEREAS, a public hearing of the Planning and Zoning Commission at which parties in interest and citizens had an opportunity to be heard was held on Tuesday, January 7, 2020, after due notice in the manner provided by law; and

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

WHEREAS, the said Commission has made a report to the City Council of the City of Hewitt, Texas, recommending approval of this rezoning request by a unanimous vote; 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, known as O'Campo C A-32 Tract 1 located at 508 Sun Valley Blvd., Hewitt, McLennan County, Texas, from **R-1 (Single-family residential) to C-1 (Restricted Commercial)**

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

SECTION THREE. 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 FOUR. That all provisions of the ordinances of the City of Hewitt in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hewitt not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

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

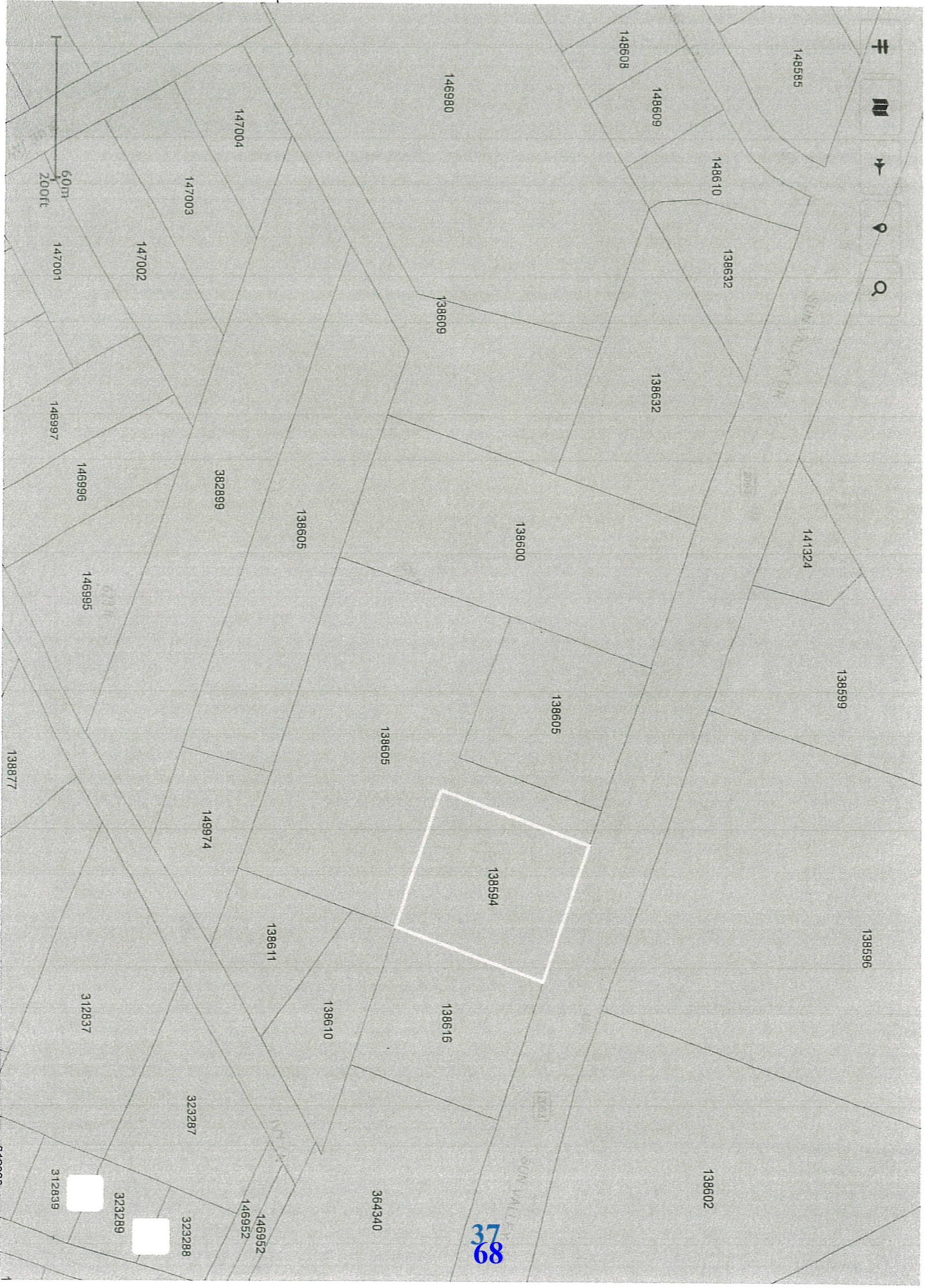
PASSED AND APPROVED this the 21st day of September, 2020 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

BY: _____
Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary



HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 15

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and action on **Resolution No. 2020-10** authorizing the City Manager to execute an agreement to Contribute Right of Way Funds with Texas Department of Transportation (TxDOT) for FM 2113, Spring Valley Rd.

STAFF RECOMMENDATION/ITEM SUMMARY:

As Council is aware, utility relocation work on FM 2113 has begun and is approximately 1/3rd complete. The State needs to utilize the City's Right of Way to adjust roadway grades to ramp up or down, the existing Streets, to tie back into proposed final grade of the proposed improvements within TxDOT's project. This resolution is to compensate the City for the utility adjustments that are caused by the State utilizing the City's ROW. The street repairs and driveway repairs are included within TxDOT's project plans. In essence, the City will be reimbursed \$47,115.61 for \$42,350.68 in expense.

FISCAL IMPACT:

Amount Budgeted – \$1,935,000
Line Item in Budget – FY '20-'21 budget.

SUGGESTED MOTION:

I move to approve Resolution No. 2020-10 authorizing the City Manager to execute said agreement with TxDOT.

ATTACHMENTS:

Resolution
Agreement
Exhibits B&C

RESOLUTION NO. 2020-10

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

Whereas, the State and the City of Hewitt hereby agree to enter into a contractual agreement to contribute right of way funds to acquire right of way for a highway project on FM 2113 from 0.156 miles southwest of FM 2063 to 0.101 Miles Northeast of FM 1695; and

Whereas, the City of Hewitt request that the State assume responsibility for the acquisition of all necessary right of way for said highway project; and

That the City Manager is authorized to execute any documents necessary in connection therewith.

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

PASSED AND APPROVED this 21st day of September, 2020.

CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Michael W. Dixon, City Attorney

County: McLennan
District: Waco
ROW CSJ #: 2060-01-041
CCSJ #: 2060-01-037
Federal Project #: N/A
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and City of Hewitt, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 2113 from 0.156 Miles Southwest of FM 2063 to 0.101 Miles Northeast of FM 1695, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of

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the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State

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may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
City of Hewitt	Director of Right of Way Division
Bo Thomas, City Manager	Texas Department of Transportation
200 Patriot Court	125 E. 11 th Street
Hewitt, Texas 76643	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Bo Thomas

Typed or Printed Name

City Manager, City of Hewitt
Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts and Finance Director
Right of Way Division
Texas Department of Transportation

Date

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ATTACHMENT A RESOLUTION OR ORDINANCE

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ATTACHMENT B LOCATION MAP SHOWING PROJECT

1	LEVELS DISMAYED
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DATE	PROJECT NO.	DATE	PROJECT NO.
6/20/2019	6/20/2019	6/20/2019	6/20/2019
6/20/2019	6/20/2019	6/20/2019	6/20/2019
6/20/2019	6/20/2019	6/20/2019	6/20/2019

DATE	PROJECT NO.
6/20/2019	6/20/2019

DATE	PROJECT NO.
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6/20/2019	6/20/2019

DATE	PROJECT NO.
6/20/2019	6/20/2019

DATE	PROJECT NO.
6/20/2019	6/20/2019

DATE	PROJECT NO.
6/20/2019	6/20/2019

DESIGN SPEED = 50 MPH

ADT	YEAR
6,700	2019
9,200	2039

STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED RIGHT OF WAY PROJECT UTILITIES ONLY

MCLENNAN COUNTY

FM 2113

CONSTRUCTION CSJ: 2060-01-037

ROW CSJ: 2060-01-041

UTILITIES LOCATED WITHIN PROJECT LIMITS

UTILITY COMPANY

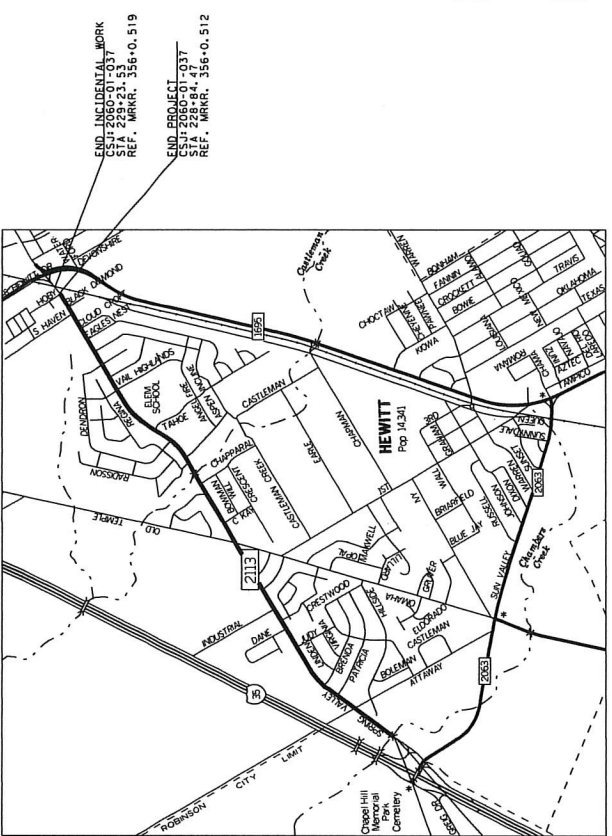
CITY OF HEWITT - WATER AND WASTEWATER

ROADWAY LENGTH= 11,763.59 FT= 2.227 MI

BRIDGE LENGTH= 121.40 FT= 0.024 MI

NET LENGTH OF PROJECT= 11,824.26 FT= 2.251 MI

LIMITS: FROM 0.156 MI. SOUTHWEST OF FM 2063 TO 0.101 MI. NORTHEAST FROM FM 1695



SUBMITTED FOR
LETTING

PROJECT MANAGER
SANCHEZ-SALAZAR & ASSOCIATES, LLC

RECOMMENDED FOR
LETTING

AREA ENGINEER

RECOMMENDED FOR
LETTING

DIRECTOR OF TRANSPORTATION PLANNING
& DEVELOPMENT

APPROVED FOR
LETTING

DISTRICT ENGINEER

EXCEPTIONS: NONE
EQUATIONS: NONE
RR X-ING'S: NONE

SCALE: 1" = 0.5 MILES



TEXAS DEPARTMENT OF TRANSPORTATION

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SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION,
NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS,
SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL
FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

DATE ACCEPTED _____

PROJ. NO. _____

LETTING DATE _____

COUNTY _____

ATTACHMENT C PROJECT BUDGET ESTIMATE

County	McLennan
District	Waco District
ROW CSJ #	2060-01-041
CCSJ #	2060-01-037

Federal Project #	N/A
CFDA Title: Highway Planning and Construction	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

Standard Agreement to Contribute
State Performs Work
Attachment C

85

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition						0.0%
Reimbursable Utility Adjustments	\$52,350.68					0.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
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Fixed Amount
Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 16

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and action on **Resolution No. 2020-11**; approving the renewal of an existing Interlocal Agreement between the City of Waco and the City of Hewitt for the purpose of regional tourism marketing through the Waco Convention & Visitors Bureau's Regional Marketing Program and authorizing the City Manager to execute any documents necessary in connection therewith.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

The agreement calls for 24% of 7% of the city's annual hotel revenues for the year prior or \$15,000 whichever is greater. For FY 2020-2021, our costs will be \$40,343.

FISCAL IMPACT:

Amount Budgeted – \$40,343
Line Item in Budget – Hotel/Motel fund

SUGGESTED MOTION:

I move to approve Resolution No. 2020-11; to continue marketing Hewitt in the Regional Marketing Plan.

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 2020-11

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

That the renewal of an existing Interlocal Agreement between the City of Waco and the City of Hewitt for the purpose of regional tourism marketing through the Waco Convention & Visitors Bureau's Regional Marketing Program is hereby approved, and the City Manager is authorized to execute any documents necessary in connection therewith.

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

PASSED AND APPROVED this 21st day of September, 2020.

CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Michael W. Dixon, City Attorney

INTERLOCAL AGREEMENT FOR REGIONAL MARKETING PROGRAM

STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between the City of Waco, Texas ("Waco") and the City of Hewitt, Texas ("Hewitt"), both Texas Home Rule municipalities acting by and through their authorized representatives, and hereinafter referred to jointly as "Cities".

Recitals.

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

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

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

- 1. Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective City Councils of Waco and Hewitt to be true and correct. It is further found and determined that the City Councils of Waco and Hewitt have authorized and approved execution of this Agreement.
- 2. Term of the Agreement.** The term of this agreement shall be from October 1, 2020 through September 30, 2021.
- 3. Services.** The services covered by this agreement shall be performed by the City of Waco under the Regional Marketing Program and may generally be described as marketing and advertising services for the City of Waco and surrounding areas.
- 4. Compensation.** For services described, Cities agree to provide the differing levels of compensation as described with more particularity in **Exhibit A**.
- 5. Non Appropriation Cause.** As required by State law, and notwithstanding any other provision of this Agreement, the Cities may terminate this agreement at the end of any fiscal year in the event that that City's governing body fails to appropriate funds for the purposes of this Agreement.
- 6. Force Majeure.** No Party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence beyond its reasonable control. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence. If the circumstances constituting a Force Majeure persist, and either of the Cities are unable to perform hereunder for a continuous period of thirty (30) days or more, the Party seeking performance may terminate the Agreement by giving the other Party ten (10) days' notice of its intent to terminate the Agreement. If the other Party is still unable to perform after receiving said notice, the Agreement shall terminate without the necessity of further action by either Party.

16. Assignment. No Party hereto may assign its rights and obligations hereunder.

17. Benefits: This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.

18. Misspelled Words: Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.

19. Multiple Copies. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

[Remainder of page intentionally left blank]

THE CITY OF WACO, TEXAS

By: _____
Bradley Ford, City Manager

ATTEST

Esmeralda Hudson, City Secretary

Date Signed

APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney

THE CITY OF HEWITT, TEXAS

By: _____
City Manager

ATTEST

City Secretary

Date Signed

[Remainder of page intentionally left blank]

EXHIBIT A

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

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

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

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

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

Calculations

	Hotel Revenues	7% of Hotel Revs.	24%	Marketing Fee
Hewitt	\$ 2,401,344	\$ 168,094	24%	\$ 40,343

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 17

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consider **Ordinance No. 2020-18** approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 Rate Review Mechanism filings.

STAFF RECOMMENDATION/ITEM SUMMARY:

The Atmos Cities Steering Committee (ACSC) and legal counsel recommend that all cities adopt the ordinance with its attachments approving the negotiated rate settlement resolving the 2020 RRM Filing, and implementing the rate change. Included as backup is a model staff report and ordinance. City Staff recommends approval.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

I move to approve and authorize Ordinance No. 2020-18 approving a negotiated settlement between Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division.

ATTACHMENTS:

Model Staff Report w/Attachment
Ordinance

August 17, 2020

MODEL STAFF REPORT

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1,

2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of \$80.8 million.

The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million. Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

**Attachment 1 to
Model Staff Report**

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$	19.55 \$	20.25	13,644,834	\$ 266,756,505	\$ 276,307,889	
3	Consumption Charge		0.17423	0.26651		106,017,561	162,169,202	
4	Revenue Related Taxes				608,491,998	26,692,882	31,397,617	
5	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
6								
7	Commercial							
8	Customer Charge	\$	46.50 \$	54.50	1,115,081	\$ 51,851,267	\$ 60,771,915	
9	Consumption Charge		0.09924	0.11728		39,548,218	46,737,354	
10	Revenue Related Taxes				398,510,866	6,544,757	7,698,315	
11	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
12								
13	Industrial & Transportation							
14	Customer Charge	\$	845.50 \$	1,014.50	7,272	\$ 6,148,476	\$ 7,377,444	
15	Consumption Charge Tier 1	\$	0.3572 \$	0.4157		2,775,142	3,229,638	
16	Consumption Charge Tier 2	\$	0.2616 \$	0.3044		2,267,050	2,637,959	
17	Consumption Charge Tier 3	\$	0.0561 \$	0.0653		768,355	894,360	
18	Revenue Related Taxes				13,696,172	856,339	1,012,467	
19	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
20								
21	Total Excluding Other Revenue					\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
22								
23								
24	Revenue Related Tax Factor		7.1606%					

**Attachment 2
to 2020 RRM Staff Report**

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.					Current	Proposed	Change
1	<u>Rate R @ 44.5 Ccf</u>				\$ 19.55		
2	Customer charge						
3	Consumption charge	44.5	CCF	X \$ 0.17423	=		
4	Rider GCR Part A	44.5	CCF	X \$ 0.17750	=		
5	Rider GCR Part B	44.5	CCF	X \$ 0.29953	=		
6	Subtotal				\$ 48.53		
7	Rider FF & Rider TAX			X 0.07161	=		
8	Total				\$ 52.01		
9							
10	Customer charge					\$ 20.25	
11	Consumption charge	44.5	CCF	X \$ 0.26651	=	11.86	
12	Rider GCR Part A	44.5	CCF	X \$ 0.17750	=	7.90	
13	Rider GCR Part B	44.5	CCF	X \$ 0.29953	=	13.33	
14	Subtotal				\$ 53.34	53.34	
15	Rider FF & Rider TAX			X 0.07161	=	3.82	5.15
16	Total				\$	57.16	9.90%
17							
18							
19	<u>Rate C @ 357.4 Ccf</u>				Current	Proposed	Change
20	Customer charge				\$ 46.50		
21	Consumption charge	357.4	CCF	X \$ 0.09924	=	36.47	
22	Rider GCR Part A	357.4	CCF	X \$ 0.17750	=	63.44	
23	Rider GCR Part B	357.4	CCF	X \$ 0.20954	=	74.89	
24	Subtotal				\$ 220.30		
25	Rider FF & Rider TAX			X 0.07161	=	15.77	
26	Total				\$ 236.07		
27							
28	Customer charge					\$ 54.50	
29	Consumption charge	357.4	CCF	X \$ 0.11728	=	41.91	
30	Rider GCR Part A	357.4	CCF	X \$ 0.17750	=	63.44	
31	Rider GCR Part B	357.4	CCF	X \$ 0.20954	=	74.89	
32	Subtotal				\$ 234.74	234.74	
33	Rider FF & Rider TAX			X 0.07161	=	16.81	15.48
34	Total				\$	251.55	6.56%
35							

Rate I @ 4143 MMBTU					Proposed		Change
36	Customer charge						
37	Consumption charge	1,500	MMBTU	X \$ 0.3572		\$ 845.50	
38	Consumption charge	2,643	MMBTU	X \$ 0.2616		535.80	
39	Consumption charge	0	MMBTU	X \$ 0.0561		691.54	
40	Consumption charge	4,143	MMBTU	X \$ 1.7334		-	
41	Rider GCR Part A	4,143	MMBTU	X \$ 0.4531		7,182.31	
42	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531		1,877.54	
43	Subtotal					\$ 11,132.69	
44	Rider FF & Rider TAX			X 0.07161		797.17	
45	Total					\$ 11,929.86	
46							
47	Customer charge					\$ 1,014.50	
48	Consumption charge	1,500	MMBTU	X \$ 0.4157		623.55	
49	Consumption charge	2,643	MMBTU	X \$ 0.3044		804.68	
50	Consumption charge	0	MMBTU	X \$ 0.0653		-	
51	Rider GCR Part A	4,143	MMBTU	X \$ 1.7334		7,182.31	
52	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531		1,877.54	
53	Subtotal					\$ 11,502.58	
54	Rider FF & Rider TAX			X 0.07161		823.65	
55	Total					\$ 12,326.23	\$ 396.37
56							3.32%
57	Rate I @ 4143 MMBTU						
58	Customer charge						
59	Consumption charge	1,500	MMBTU	X \$ 0.3572		\$ 845.50	
60	Consumption charge	2,643	MMBTU	X \$ 0.2616		535.80	
61	Consumption charge	0	MMBTU	X \$ 0.0561		691.54	
62	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531		-	
63	Subtotal					\$ 1,877.54	
64	Rider FF & Rider TAX			X 0.07161		\$ 3,950.38	
65	Total					\$ 4,233.25	
66							
67	Customer charge					\$ 1,014.50	
68	Consumption charge	1,500	MMBTU	X \$ 0.4157		623.55	
69	Consumption charge	2,643	MMBTU	X \$ 0.3044		804.68	
70	Consumption charge	0	MMBTU	X \$ 0.0653		-	
71	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531		1,877.54	
72	Subtotal					\$ 4,320.27	
73	Rider FF & Rider TAX			X 0.07161		309.36	
74	Total					\$ 4,629.63	\$ 396.38
75							9.36%

**Attachment 3
to 2020 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Hewitt, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2020.

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM:

Michael W. Dixon, City Attorney

2557/32/8104932



COUNCIL AGENDA ITEM FORM

MEETING DATE: September 21, 2020

AGENDA ITEM #: 18

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is an order extending the previous order dated August 19, 2020, by the Council on the Coronavirus (COVID-19). This Order extends the order requiring commercial entities to create health and safety policies, including the wearing of face coverings through October 6, 2020.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

I move to approve the Order dated September 22, 2020.

ATTACHMENTS:

Order dated September 22, 2020

ORDER OF THE CITY COUNCIL, OF THE CITY OF HEWITT, TEXAS
DATE ORDER ISSUED: SEPTEMBER 22, 2020

WHEREAS, in December 2019, a novel coronavirus, now designated Coronavirus disease 2019 (COVID-19), was detected in Wuhan City, Hubei Province, China; and

WHEREAS, on March 13, 2020, Governor Greg Abbott declared a state of disaster due to COVID-19; and

WHEREAS, on March 18, 2020, Mayor Charles D. Turner, of the City of Hewitt, TX declared a local state of disaster and public health emergency after determining that extraordinary and immediate measures had to be taken to respond quickly to prevent and slow down community spread of COVID-19; and

WHEREAS, on June 3, 2020, Governor Abbott issued GA-26 to allow additional openings in the state of Texas; and

WHEREAS, on June 30, 2020, there are 159,986 persons confirmed to have COVID-19 in Texas, with 957 of those residing in McLennan County; with nine deaths in McLennan County; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City and throughout the Central Texas area, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the City places it at risk for serious health complications, including death, from COVID-19; and

WHEREAS, on June 20, 2020 the Mayor issued an order requiring commercial entities to create health and safety policies, including the wearing of face coverings; and

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease; and the City Council of the City of Hewitt, Texas has adopted the McLennan County Commissioners Court declaration of a state of disaster which has been extended through September 30, 2020; and

NOW, THEREFORE, BE IT PROCLAIMED AND ORDERED BY THE CITY COUNCIL, OF THE CITY OF HEWITT, TEXAS, UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE SECTION 418.108:

1. A state of disaster and public health emergency is hereby declared for and in the City of Hewitt, Texas in accordance with McLennan County's Order that extends the state of disaster and public health emergency through August 31, 2020.

2. That pursuant to §418.108(b) of the Texas Government Code, this Order shall continue for a period of not more than fourteen days from September 22, 2020, unless continued or renewed by the City Council of the City of Hewitt.

3. **Health and Safety Policy – Commercial Entities.**

- a. From the date of this Order, every commercial entity in the City of Hewitt providing goods or services directly to the public must develop and implement a health and safety policy (“**Health and Safety Policy**”).
- b. The Health and Safety Policy must require, at a minimum, that every employee or visitor to the commercial entity’s business premises or other facilities wear face covering when in an undivided room or area with coworkers or the public or while performing an activity which necessarily involves or is reasonably likely to involve close proximity to coworkers or the public such that six feet of separation is not feasible.
- c. The Health and Safety Policy required to be developed and implemented by the Order may also include the implementation of other mitigating measures designed to control and reduce the transmission of COVID-19 such as temperature checks or health screenings.
- d. The commercial entity must post the Health and Safety Policy required by this Order in a conspicuous location sufficient to provide notice to employees and visitors of its Health and Safety Policy.
- e. Failure to develop, conspicuously place, and implement the Health and Safety Policy required by this Order on or before 12:01 a.m. on June 25, 2020 may result in a fine not to exceed \$1,000.00. Each day on or after June 25, 2020 for which a Health and Safety Policy is not developed, conspicuously placed, and implemented shall be a separate offense.
- f. It is a defense to prosecution that the commercial entity operated a restaurant or bar and did not require a patron to wear a face covering while eating or drinking when the patron was at least six feet away from persons not in his or her party.

“Commercial entity” as used herein does not include: outdoor operations where social distancing is generally followed; offices of other governmental entities; churches; or health providers that already have policies in place that have been medically vetted.

“Face Covering” as used herein means a cloth or paper mask, or a bandana or scarf, that covers the mouth and nose and fits tightly to the face (and does not merely hang over the mouth and nose).

4. That all provisions of this Order should be interpreted to effectuate this intent. To the greatest extent possible, this Order shall be interpreted as consistent with and supplemental to any executive order issued by the Texas Governor. All provisions of the executive orders of the Texas Governor either existing or subsequently issued, and which are made applicable to all jurisdictions by law, shall be automatically incorporated into and constitute terms of this Order, and shall be enforceable as if set forth herein without the necessity for the issuance of any further orders.

5. In accordance with the limitations contained in the executive orders of the Texas Governor, that any peace officer, code enforcement officer, health official, or other person with lawful authority is hereby authorized to enforce the provisions of this Order in accordance with the authority granted under the Texas Disaster Act of 1975.
6. That this Order shall become effective at 12:01 a.m. on June 27, 2020.
7. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
8. That any violation of this Order can be enjoined by a suit filed in the name of the City of Hewitt in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Order or in the Code of Ordinances, City of Hewitt, Texas.
9. That nothing in this Order shall be construed 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 prior act, ordinance, order, declaration, or resolution of the City Council of the City of Hewitt; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Order.
10. That the City of Hewitt must promptly provide copies of this Order by posting it on the City of Hewitt website.
11. That if any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or application of this Order.

ORDERED this the 22nd day of September, 2020

Charles D. Turner, Mayor

Attest:

Lydia Lopez, City Secretary