

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

December 7, 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

Bob Potter – 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 Manager

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 **7th day December, 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. 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.*
4. Consider approval of minutes of the City Council Regular Meeting of November 16, 2020.
5. Public hearing and action on **Ordinance No. 2020-21** rezoning of property known as O'Campo C A-32 Tract 1 (2.27 acres) located in the 400 block of E. Spring Valley Rd., Hewitt, McLennan County, Texas, from R-1 Single Family District to R-5 Single Family Attached Dwelling District.
6. Public hearing and action on **Ordinance No. 2020-22** rezoning of property known as O'Campo C A-32 Tract 1A (1.258 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from R-1 Single Family District to R-5 Single Family Attached Dwelling District.
7. Public hearing and action on **Ordinance No. 2020-23** rezoning of property known as O'Campo C A-32 Tract 1B (2.39 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from R-1 Single Family District to R-5 Single Family Attached Dwelling District.
8. Public hearing and action on **Ordinance No. 2020-24** rezoning property known as O'Campo C A-32 Tract 1C (2.05 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from R-1-G Single Family Garden Home District to R-5 Single Family Attached Dwelling District.
9. Authorize the purchase of a non CDL Pipe Hunter sewer jet truck from Texas Underground, Inc., in the amount of \$140,729.
10. Authorize the purchase and installation of security smart glass for the customer service windows at Community Services to Anderson Glass in the amount of \$11,600.

11. Authorize the purchase of a 2021 Ford F-150 Super Cab 4x2 for Utility Services from Rockdale Country Ford in the amount of \$26,375.
12. Consider appointment of Municipal Court Judge and Associate Municipal Court Judge.
13. Consider appointments and/or reappointments of members to the Parks & Beautification Committee and the Library Board.
14. Consideration and action on **Resolution No. 2020-14** amending and adopting the City of Hewitt's Investment Policy.
15. Consideration and action on **Resolution No. 2020-15** authorizing the City Manager to enter into a two year agreement with the Greater Hewitt Chamber of Commerce for marketing and promotion.
16. Consideration and action on **Resolution No. 2020-16** authorizing the City Manager to enter into a 380 Agreement for Economic Development with BDC Family Limited Partnership.
17. Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto.
18. Discussion and action on cancelling the council meeting on December 21, 2020.
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 3:30 AM/PM on December 2, 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 #3 – 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.



COUNCIL AGENDA ITEM FORM

MEETING DATE: November 2, 2020

AGENDA ITEM #: 4

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Regular Meeting of November 16, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

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

FISCAL IMPACT:

Amount Budgeted – N/A

Line Item in Budget – N/A

SUGGESTED MOTION:

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

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

**MINUTES OF A CITY COUNCIL
REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
November 16, 2020 – 7:00 PM**

Attendee Name	Title	Absent	Present	Arrived
Charles D. Turner	Mayor, Ward 1	☒	☐	
Wilbert “Walky” Wachtendorf (presiding)	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 Secretary Lydia Lopez
Police Chief Jim Devlin
Fire Chief Lance Bracco
Miles Whitney, City Engineer
Mike Dixon, City Attorney
Library Director Waynette Ditto

Note: The meeting was live-streamed for view by the public on the Hewitt TX TV page. Citizens could submit written comments online.

REGULAR MEETING – 7:00 PM

- 1. CALL MEETING TO ORDER.** Mayor Pro Tem Wilbert “Walky” Wachtendorf called the meeting to order at 7:00 PM.
- 2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG.** Mayor Pro Tem Wilbert “Walky” Wachtendorf 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.**

4. CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL REGULAR MEETING OF NOVEMBER 16, 2020.

MOTION: Council Member Michael Bancale moved approval of the minutes as presented but allow for corrections.

SECOND: Council Member Bill Fuller

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

NAYES: None

ABSENT: Turner

MOTION PASSED.

5. ELECTION PROCESS

- a. Canvass Election Results – City Secretary Lydia Lopez provided the election returns of the Joint General & Special Election held on November 3, 2020, as certified by McLennan County Elections Administrator Kathy Van Wolfe. The returns reflected a total of 7,624 votes were cast by the registered voters of the city. The total votes cast (Early and Election Day) were:

GENERAL ELECTION

Council Member Ward 1, Place 2
Wilbert “Walky” Wachtendorf – **4,464**

Council Member Ward 2, Place 2
Bill Fuller – **4,391**

Council Member Ward 3, Place 2
Ed Passalugo – 1,453
Steve Fortenberry – **3,944**

SPECIAL ELECTION

Council Member Ward 2, Place 1 (Unexpired Term)
Bob Potter – **2,175**
Johnny Price – 2,159

The following candidates have received a majority of the votes cast and should be duly elected to office:

General Election

Ward 1 - Wilbert “Walky” Wachtendorf

Ward 2 - Bill Fuller

Ward 3 - Steve Fortenberry

Special Election

Ward 2 – Bob Potter

- b. Consider **Resolution No. 2020-12** canvassing the returns and declaring the results of the Joint General and Special Election held on November 3, 2020, and other matters related thereto.

MOTION: Council Member Michael Bancale moved to approve **Resolution No. 2020-12** canvassing the returns and declaring the results of the Joint General and Special Election held on November 3, 2020.

SECOND: Council Member Steve Fortenberry

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

NAYES: None

ABSENT: Turner

MOTION PASSED.

- c. Administer the oath of office to newly elected Council Members – City Secretary Lydia Lopez administered the Oath of Office to Wilbert “Walky” Wachtendorf, Bill Fuller, Steve Fortenberry and Bob Potter.
- d. Certificate of Election were issued by the City Secretary.

Note: Newly elected Council Member Bob Potter took a seat at the dais and voted on the remaining agenda items.

- e. **EXECUTIVE SESSION – NOT HELD**

The City Council shall convene in executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation and appointment of officers (Councilpersons) to serve in the positions of MAYOR and MAYOR PRO TEM.

Council Member Erica Bruce asked the City Attorney if the Executive Session was necessary and if action had to be taken on the selection of Mayor and Mayor Pro Tem. City Attorney Mike Dixon replied that the Council is not required to go into the Executive Session; however, per the Charter, action must be taken on the selection of Mayor and Mayor Pro Tem.

Council Member Steve Fortenberry asked if these items could be postponed and stated that it was prudent to allow the current Mayor to have input.

- f. **SELECTION OF MAYOR AND MAYOR PRO TEM**

- Discussion and action on the selection of Mayor.
- Discussion and action on the selection of Mayor Pro Tem.

MOTION: Council Member Michael Bancale moved to leave the current Mayor and Mayor Pro Tem as is until after the May 2021 election.

SECOND: Council Member Steve Fortenberry

Mayor Pro Tem Wilbert “Walky” Wachtendorf asked about convening the Executive Session. City Attorney Mike Dixon stated that the motion on the floor must be voted on.

AYES: Fuller, Potter, Bancale, Fortenberry, and Bruce

NAYES: Wachtendorf

ABSENT: Turner

MOTION PASSED.

Note: Due to the vote on this item, the executive session was not necessary.

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 OCTOBER 31, 2020.** City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the October Financial Statements electronically on November 9, 2020, and inquired if Council had any questions. There were no questions or concerns raised. No action required.
8. **CONSIDERATION AND ACTION ON RESOLUTION NO. 2020-13 APPROVING FINANCING TERMS WITH BRANCH BANKING & TRUST COMPANY FOR VARIOUS CAPITAL OUTLAY ITEMS.** City Manager Bo Thomas presented a summary of the bids, listed the capital outlay items to be financed, and recommended award of bid to BB&T for a term of four years at 1.60%.
MOTION: Council Member Steve Fortenberry moved to approve **Resolution No. 2020-13** awarding bid to Branch Banking & Trust Company for a term of four (4) years at 1.60%.
SECOND: Council Member Bob Potter
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Wachtendorf
NAYES: None
ABSENT: Turner
MOTION PASSED.
9. **AUTHORIZE THE PURCHASE OF A JOHN DEERE 333G MINI TRACK LOADER WITH FORESTRY PACKAGE AND MULCHER ATTACHMENT IN THE TOTAL AMOUNT OF \$102,098.76.** City Manager Bo Thomas presented.
MOTION: Council Member Michael Bancale moved to authorize the purchase of a John Deer 333G Tractor from RDO Equipment Company with trade in, in the total amount of \$102,098.76.
SECOND: Council Member Steve Fortenberry
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Wachtendorf
NAYES: None
ABSENT: Turner
MOTION PASSED.
10. **AUTHORIZE THE PURCHASE OF A CRAFTCO INC SS125DC CRACK SEALING MACHINE AND MATERIALS FOR STREET MAINTENANCE IN THE TOTAL AMOUNT OF \$75,636.86.** City Manager Bo Thomas presented.
MOTION: Council Member Steve Fortenberry moved to authorize the purchase of a Crafcoc SS125DC Crack Sealing machine and required materials from Crafcoc Inc in the total amount of \$75,636.86.
SECOND: Council Member Erica Bruce
AYES: Fuller, Potter, Bancale, Fortenberry, Bruce, and Wachtendorf
NAYES: None

ABSENT: Turner

MOTION PASSED.

- 11. DISCUSSION AND BRIEFING CONCERNING THE CORONAVIRUS (COVID-19) AND ANY ACTIONS NECESSARY THERETO.** City Manager Bo Thomas presented and advised that the order would be extended to December 8, 2020.

MOTION: Council Member Steve Fortenberry moved to approve the Order dated November 17, 2020.

SECOND: Council Member Erica Bruce

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

NAYES: None

ABSENT: Turner

MOTION PASSED.

- 10. ADJOURN.**

MOTION: Council Member Bill Fuller moved to adjourn the meeting at 7:34 PM.

SECOND: Council Member Bob Potter

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

NAYES: None

ABSENT: Turner

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Charles D. Turner, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 5

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on **Ordinance No. 2020-21** rezoning of property known as O'Campo C A-32 Tract 1 (2.27 acres) located in the 400 block of E. Spring Valley Rd., Hewitt, McLennan County, Texas, from R-1 Single Family District to R-5 Single Family Attached Dwelling District.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Bob Cervenka submitted a request to change the zoning designation on property located in the 400 block of E. Spring Valley Rd. The Planning and Zoning Commission met on Tuesday, December 1, 2020, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 5 to 0. There were two comments received in opposition that are attached in the supporting documentation. A map of the property and copy of the minutes are included in the backup material.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Ordinance No. 2020-21 rezoning property known as O'Campo C A-32 Tract 1 (2.27 acres) from R-1 Single Family District to R-5 Single Family Attached Dwelling District.

ATTACHMENTS:

P&Z draft minutes and supporting documentation
Ordinance No. 2020-21

HEWITT TEXAS

MINUTES OF THE PLANNING AND ZONING COMMISSION

December 1, 2020 – 6:00PM

Members Present: Chairman Walt Peterson, Travis Bailey, Bobby Drake, Michael Hix, Paul Lasater

Members Absent: All Present

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

1. **Call Planning and Zoning Commission Meeting to order.** *Chairman Walt Peterson called the meeting to order at 6:00PM.*
2. **Consider approval of minutes for the October 6, 2020 Planning and Zoning Commission regular meeting.** *A motion was made by Travis Bailey, seconded by Michael Hix, to approve the minutes as submitted but allow for corrections. All five in favor, motion passed.*
3. **Public Hearing:** *Public Hearing is opened at 6:01PM.*
 - a. **Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo CA-32, Tract 1C (2.05 acres) from R-1-G Residential Single-Family Garden Home to R-5 Single-Family Attached.** *Speaking in favor: Robert Cervenka, residing at 479 Kiowa Circle, Robinson, TX. Mr. Cervenka stated that the plan was to take all lots proposed and make them into one large lot with two story townhomes for first time home buyers. The initial plan is for approximately 43 homes. Mr. Cervenka stated that the property owner wants to work closely with the citizens and the City with this project and wants to ensure everyone this is not Section 8 housing. TxDot has been notified of potential project and said they will need a traffic impact study. TxDot also has marked on the preliminary plans where the driveway road to this property is to go. Mr. Cervenka also said he is aware of drainage issues on this property and will work close with the City and Engineers to make sure it can be as resolved as possible. Paul Lasater asked if this shares a property line with the current duplexes being built by Mark Bowles on Spring Valley Road; this property is sharing a property line with the duplexes.*
Speaking against project: Tracy Lankford reads public comments sent in due to

social distancing guidelines. Richard Driver residing at 320 E. Spring Valley Road, Hewitt, TX is concerned about Spring Valley Road not being able to handle the additional traffic that this project will bring. Eric Vogelsinger residing at 317 Nash Drive, Hewitt, TX is concerned about increased traffic concerns as well as property values decreasing due to townhomes being added to this area. No other comments for or against project are made. Public Hearing closed at 6:11PM.

- b. Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo C A-32, Tract 1A (1.258 acres), O'Campo CA-32, Tract 1B (2.39 acres), & O'Campo CA-32, Tract 1 (2.27 acres) from R-1 Single Family Residential to R-5 Single-Family Attached. Comments are the same from part A above.**

4. Discussion and possible action:

- a. Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo CA-32, Tract 1C (2.05 acres) from R-1-G Residential Single-Family Garden Home to R-5 Single-Family Attached. Tracy Lankford stated that the City is for the approval of zoning request. City Engineers are aware of drainage issues, and this will be addressed during the development stage of the project as needed. City Engineers also recommend approval of zoning request. The State is aware of street issues on Spring Valley Road, but project for expansion has been pushed back. A motion was made by Paul Lasater, seconded by Travis Bailey, to recommend approval of rezone request. All five in favor, motion to go before City Council on December 7, 2020.**
- b. Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo CA-32, Tract 1A (1.258 acres), O'Campo CA-32, Tract 1B (2.39 acres), & O'Campo CA-32, Tract 1 (2.27 acres) from R-1 Single Family Residential to R-5 Single-Family Attached. A motion was made by Paul Lasater, seconded by Michael Hix, to recommend approval of rezone request. All five in favor, motion to go before City Council on December 7, 2020.**

- 5. Discussion, consideration, action if any: The Final Plat of Midway ISD Elementary Number Seven Addition. Tracy Lankford states that the City Staff recommends approval of final plat. A motion was made by Michael Hix, seconded by Travis Bailey, to recommend approval of Final Plat. All five in favor, motion passes, Final Plat of Midway ISD Elementary Number Seven Addition is approved.**
- 6. Adjourn. A motion was made by Travis Bailey, seconded by Michael Hix, to adjourn meeting. All five in favor, meeting adjourned at 6:18PM.**

Chairman

Date Approved

Brittney Cantu, City of Hewitt Zoning Secretary

HEWITT TEXAS

PLANNING AND ZONING COMMISSION

Walter H. Peterson - Chairman

Travis Bailey

Paul Lasater

Bobby Drake

Vacant Seat

Michael Lee Hix

Vacant Seat

CITY STAFF

Bo Thomas – City Manager

Miles Whitney – City Engineer

Tracy Lankford – Community Development Director

Brittney Cantu – Zoning Secretary

Planning and Zoning meetings are held as needed on the first Tuesday of each month at 6PM in the City of Hewitt Council Chambers located at 200 Patriot Court, Hewitt, Texas 76643.

HEWITT TEXAS

NOTICE OF MEETING OF THE PLANNING AND ZONING COMMISSION

Notice is given that a **PUBLIC** meeting will be held before the Planning and Zoning Commission of the City of Hewitt on **Tuesday, December 1, 2020 at 6:00PM in the City Council Chambers at Hewitt City Hall, located at 200 Patriot Court, Hewitt, Texas** at which time the following subjects will be discussed:

1. Call Planning and Zoning Commission Meeting to order.
2. Consider approval of minutes for the October 6, 2020 Planning and Zoning Commission regular meeting.
3. **Public Hearing:**
 - a. Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo CA-32, Tract 1C (2.05 acres) from R-1-G Residential Single-Family Garden Home to R-5 Single-Family Attached.
 - b. Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo CA-32, Tract 1A (1.258 acres), O'Campo CA-32, Tract 1B (2.39 acres), & O'Campo CA-32, Tract 1 (2.27 acres) from R-1 Single Family Residential to R-5 Single-Family Attached.
4. Discussion and possible action:
 - a. Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo CA-32, Tract 1C (2.05 acres) from R-1-G Residential Single-Family Garden Home to R-5 Single-Family Attached.
 - b. Consider a request of Robert Cervenka on behalf of Roy Nash to rezone property located at O'Campo CA-32, Tract 1A (1.258 acres), O'Campo CA-32, Tract 1B (2.39 acres), & O'Campo CA-32, Tract 1 (2.27 acres) from R-1 Single Family Residential to R-5 Single-Family Attached.
5. Discussion, consideration, action if any: The Final Plat of Midway ISD Elementary Number Seven Addition.
6. Adjourn.

In accordance with social distancing guidelines, the Planning and Zoning meeting will not be open to the public.

There will be an opportunity for the public to submit written comments on items listed on the agenda. 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.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Planning and Zoning Commission of the City of Hewitt, Texas was posted on a Public Notice Board located in front of City Hall before 5:00PM on November 27, 2020.

Brittney Cantu, City of Hewitt Zoning Secretary

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

HEWITT TEXAS

MINUTES OF THE PLANNING AND ZONING COMMISSION

October 6, 2020 – 6:00PM

Members Present: Chairman Walt Peterson, Travis Bailey, Bobby Drake, Michael Hix, Paul Lasater

Members Absent: All Present

Staff Present: Tracy Lankford, Community Development Director
Miles Whitney, City Engineer
Brittney Cantu, Zoning Secretary

1. **Call Planning and Zoning Commission Meeting to order.** *Chairman Walt Peterson called the meeting to order at 6:00PM.*
2. **Consider approval of minutes for the August 4, 2020 Planning and Zoning Commission regular meeting.** *A motion was made by Michael Hix, seconded by Paul Lasater, to approve the minutes as submitted but allow for corrections. All five in favor, motion passed.*
3. **Public Hearing:** *Public Hearing is opened at 6:01PM.*
 - a. **Consider a request of Brad Gebhard to change the Comprehensive Future Land Use Map for property located at S IH 35, otherwise known as Commerce Park @ I-35 Hewitt Lot 10, Block 1, from General Commercial Vacant Land to Multi-Family High Density.** *No one spoke on this as this is just a necessary step to do in order to change the zoning since the Land Use Map does not currently show this zoning to be compliant with Multi-Family zoning.*
 - b. **Consider a request of Brad Gebhard to rezone property located at S IH 35, otherwise known as Commerce Park @ I-35 Hewitt Lot 10, Block 1, from B-P Business Park to R-4 Multi-Family.** *Speaking in favor: Mark Majors, residing at 9101 Cherry Creek Place, Woodway, Texas. Mr. Majors works for Reid Peevey Real Estate and is representing Mr. Gebhard. They are wanting to build an apartment complex in this area, something similar to what we see with the Icon Hewitt. Raynor Campbell, residing at 325 Elm Grove Circle, McGregor, Texas. Mr. Campbell states that he is supporting this project. Public Hearing closed at 6:05PM.*

4. Discussion and possible action:

- a. **Consider a request of Brad Gebhard to change the Comprehensive Future Land Use Map for property located at S IH 35, otherwise known as Commerce Park @ I-35 Hewitt Lot 10, Block 1, from General Commercial Vacant Land to Multi-Family High Density.** *Travis Bailey asked approximately how many units will be at the proposed apartments, Mr. Majors responded that there will be about 200 units. Walt Peterson asked if the company thinks there will be any issues leasing the apartments since they are close to the interstate. Mr. Majors responded he does not believe there will be any issues with this. A motion was made by Mike Hix, seconded by Bobby Drake, to recommend approval of this request. All five in favor, motion to go before City Council on October 19, 2020.*
- b. **Consider a request of Brad Gebhard to rezone property located at S IH 35, otherwise known as Commerce Park @ I-35 Hewitt Lot 10, Block 1, from B-P Business Park to R-4 Multi-Family.** *A motion was made by Paul Lasater, seconded by Travis Bailey, to recommend approval of this request. All five in favor, motion to go before City Council on October 19, 2020.*
- c. **Discussion, consideration, action if any: The Final Plat of Stoneridge II Addition, Phase 12.** *Miles Whitney, City Engineer, states that both the final plat and construction plans have been reviewed and approved by him and the City. A motion was made by Paul Lasater, seconded by Travis Bailey, to approve the Final Plat of Stoneridge II Addition, Phase 12. All five in favor, motion passed.*

- 5. Adjourn.** *A motion was made by Michael Hix, seconded by Paul Lasater, to adjourn the meeting at 6:12PM. All five in favor, motion passed, meeting adjourned.*

Chairman

Date Approved

Brittney Cantu, City of Hewitt Zoning Secretary

HEWITT TEXAS

PLANNING AND ZONING ADMENDMENT OF THE ZONING ORDINANCE

340091

Legal Description of Property: O'Campo CA-32, Tract 1C (2.05 ac.); O'Campo CA-32, Tract 1A (1.258 ac.);
O'Campo CA-32, Tract 1B (2.39 ac.); O'Campo CA-32, Tract 1 (2.27ac.)

Describe the location of the property as submitted by this application. This may be in the form of a street address, general description, or nearest intersection.

The property is located within the City of Hewitt, Texas with frontage along Spring Valley Road (FM2113)
between Dane Drive and Brenda Drive.

Zoning Change From R-1 & R1-G to R-5 Single-family Attached

Please describe the interest in property:

Neighborworks Waco is proposing a residential subdivision development for the property.

Existing Building(s) on Property: No existing buildings are present

Total square feet of all Buildings on Property: No existing buildings are present

Please provide the following recording information and a copy of the document(s) listed below with this application:

Ownership (deed): Doc. #/MCC No.: 2009038756, 2018014847, 2017038749

Please provide the proposed meeting date for this application to be considered (See Meeting Schedule): December 1, 2020 (P & Z), December 7, 2020 (City Council)

The rezoning application must be completed along with the following information:

1. A notarized letter from the property owner authorizing applicant to present the request, if the property owner will not be presenting the request and stating reasons for request.
2. Submit one (1) PDF file, one (1) hardcopy, one (1) CAD file of plat for review purposes – Must be in State Plane Coordinates using the Texas Central Zone NAD 83.
3. Submit one (1) copy of building plans, if existing building(s) exist.
4. Non-refundable application fee (see Fee Schedule)
5. Application, fee, documents, etc., in completed form must be submitted to the Planning Department before or no later than 12:00 noon on the deadline date (see schedule).

I attest that the above information is true and correct to the best of my knowledge and I am now or will be fully prepared to present the above proposal at the Planning and Zoning Commission hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I, understand that in the event the undersigned is not present or represented at the public hearing, the Planning and Zoning Commission shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by both the Planning and Zoning Commission and the City Council.

I reserve the right to withdraw this proposal. However, written withdrawals filed at any time after the giving of notice to the Planning and Zoning Commission shall constitute a denial by the Commission and City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Name of Property Owner:

Neighborworks Waco

Telephone Number:

254-752-1647

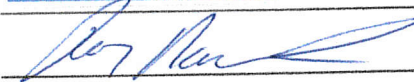
Mailing Address:

922 Franklin Avenue, Waco, Texas 76701

Email Address:

roynash@nw-waco.org

Signature of Property Owner:



Date:

October 29, 2020

Name of Applicant/Representative:

Municipal Planning & Development Strategies, LLC

Telephone Number:

254-715-0548

Mailing Address:

479 Kiowa Circle, Robinson, Texas 76706

Email Address:

rcervenka63@gmail.com

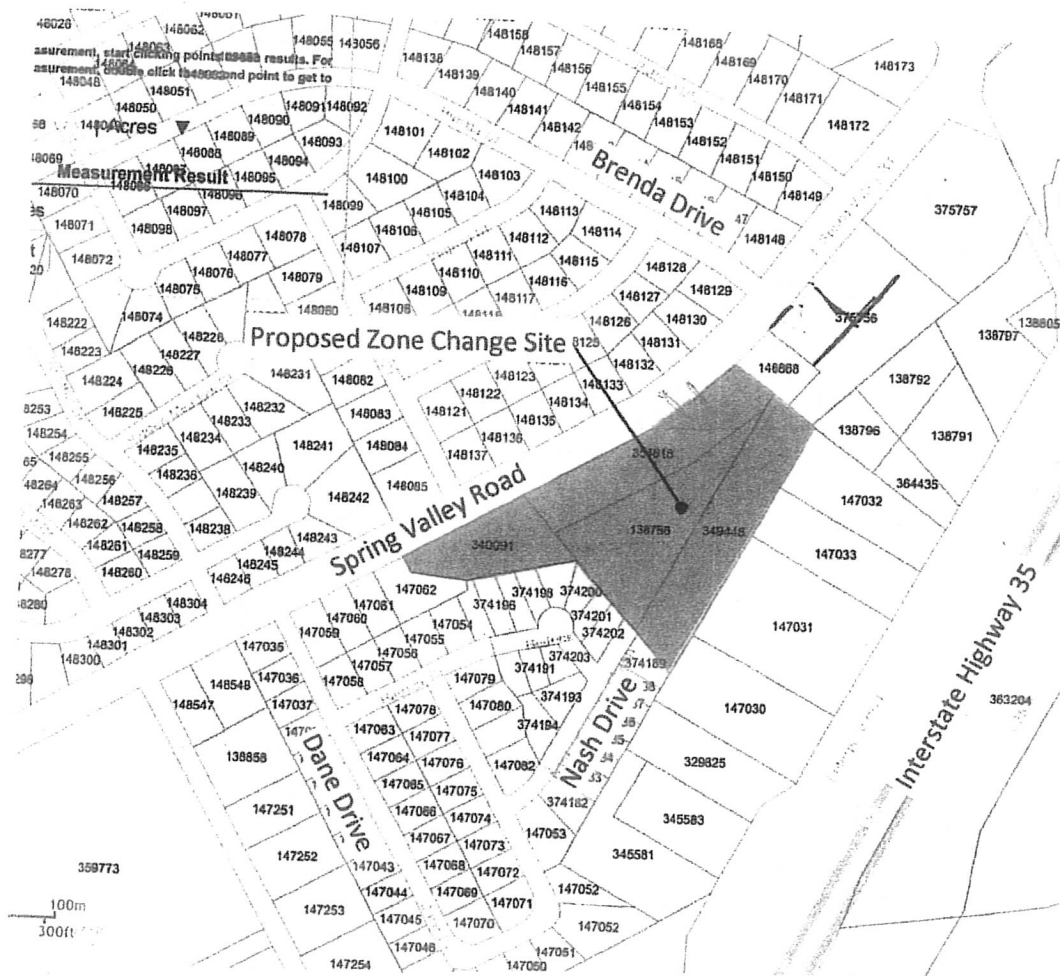
Signature of Applicant/Representative:



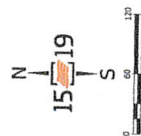
Date:

October 29, 2020

Location Map

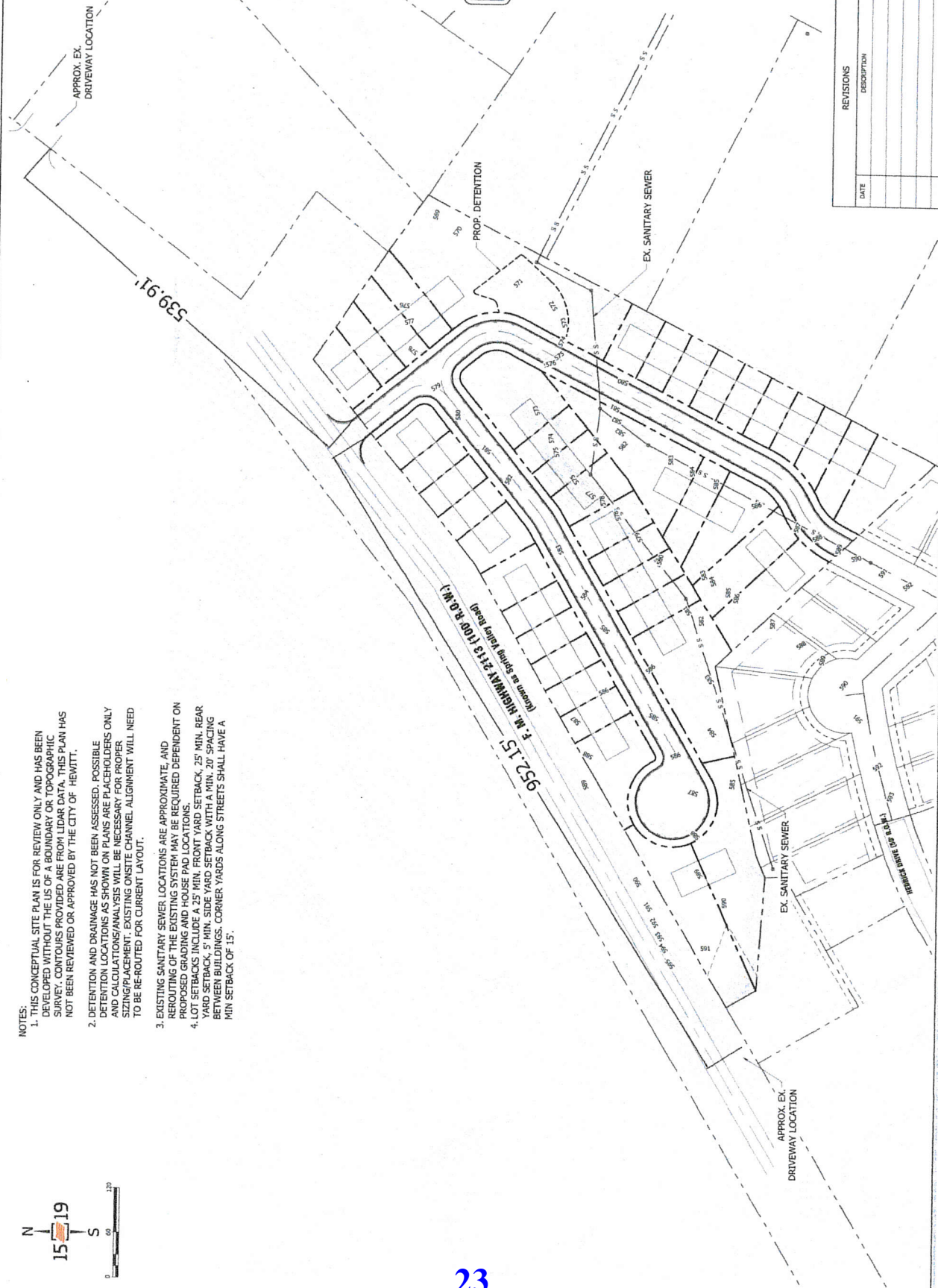


Conceptual Site Plan



NOTES:

1. THIS CONCEPTUAL SITE PLAN IS FOR REVIEW ONLY AND HAS BEEN DEVELOPED WITHOUT THE USE OF A BOUNDARY OR TOPOGRAPHIC SURVEY. CONTOURS PROVIDED ARE FROM LIDAR DATA. THIS PLAN HAS NOT BEEN REVIEWED OR APPROVED BY THE CITY OF HEWITT.
2. DETENTION AND DRAINAGE HAS NOT BEEN ASSESSED. POSSIBLE DETENTION LOCATIONS AS SHOWN ON PLANS ARE PLACEHOLDERS ONLY AND CALCULATIONS/ANALYSIS WILL BE NECESSARY FOR PROPER SIZING/PLACEMENT. EXISTING ONSITE CHANNEL ALIGNMENT WILL NEED TO BE RE-ROUTED FOR CURRENT LAYOUT.
3. EXISTING SANITARY SEWER LOCATIONS ARE APPROXIMATE, AND RE-ROUTING THE EXISTING SYSTEM MAY BE REQUIRED DEPENDENT ON PROPOSED LOT LAYOUT AND HOUSE PAD LOCATIONS.
4. LOT SETBACKS INCLUDE: 25' MIN. FRONT YARD SETBACK, 25' MIN. REAR YARD SETBACK, 5' MIN. SIDE YARD SETBACK WITH A MIN. 20' SPACING BETWEEN BUILDINGS. CORNER YARDS ALONG STREETS SHALL HAVE A MIN SETBACK OF 15'.



PROPOSED LOTS: 43

NEIGHBORWORKS

SUBDIVISION

NEIGHBORHOOD HOUSING
SUBDIVISION
O'CAMPO C A-32 TRACT, TRACT
1A, TRACT 1B, TRACT 1C

PRELIMINARY

TEXAS REGISTERED
ENGINEERING FIRM P. 17299
THIS DOCUMENT IS PRELIMINARY
AND FOR REVIEW ONLY. IT IS NOT INTENDED FOR
CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
CLINT LAMEN
TEXAS P.E. 107465
RELEASED ON October 27, 2020

PROJECT NO.: 1519
SHEET NO.: 1519
SHEET TOTAL: 1519

PROJECT NAME:
1519 Job No.: 9563

CONCEPTUAL
Site Plan - Townhomes

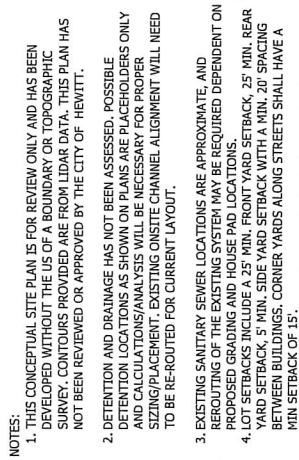
SHEET #:
C-01

1519

CLINT LAMEN
P.E. 107465
CLINT LAMEN
P.E. 107465

CLINT LAMEN
P.E. 107465
CLINT LAMEN
P.E. 107465

REVISIONS	DESCRIPTION
DATE	



"concerned about the drainage channel that appears to be proposed to be filled in location of the existing gravity lines (that run along the existing channel bank. In relation to the proposed lots

"Location of proposed driveway, there has been some discussions with TxDOT in the past on this parcel and there is an existing driveway on the smaller lot just the north west of this that has an existing driveway that is not illustrated that TxDOT was performing their measurements of, of,

PROPOSED LOTS: 43

NEIGHBORWORKS

SUBDIVISION
NEIGHBORHOOD HOUSING
SERVICES OF WACO INC
O'CAMPO C A-32 TRACT 1, TRACT
1A, TRACT 1B, TRACT 1C

PRELIMINARY

TEXAS REGISTERED
ENGINEERING FIRM F - 17299

THIS DOCUMENT IS PROVISIONAL
AND FOR REVIEW ONLY. IT IS NOT INTENDED FOR
CONSTRUCTION, BIDDING OR PERMIT PURPOSES

CLINT LANNEN
TDCAS P.E. 107485

RELEASED ON: October 19, 2020

Property Address: SPRING VALLEY RD, HEWITT MELENBANK Co., TX	Prepared For: NEIGHBORHOODS
---	--------------------------------

SHEET NAME: 1519 Job No.: 9563
Concentual

Site Plan - Townhomes

C-01

1519

CHARLES, RONALD
25475 W. 15th Ave., Ste. A
Broomfield, CO 80020
303/440-1111

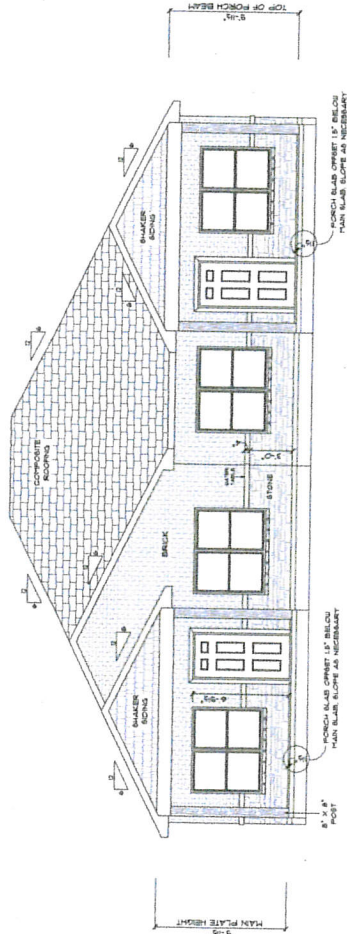
ISLL
SURVEYING & ENGINEERING
1519ALC.com
214.984.5728
FARMERS BRANCH, TX 75234
11400 LURAY ROAD, SUITE 201
DALLAS, TX 75244

Typical Schematic Building Layout

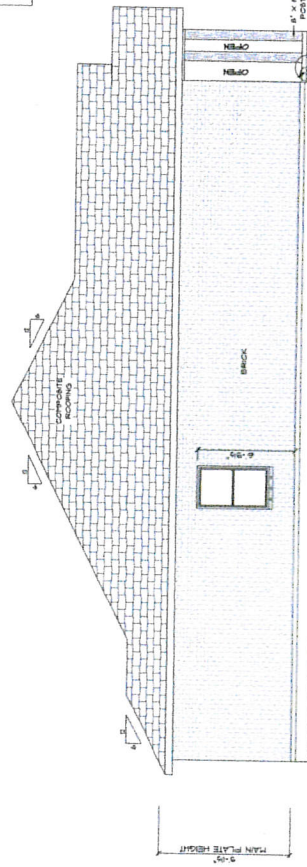


2026 SF DUPLEX
TUB PLAN
ELEVATIONS
PRT 1 OF 5
12-10-19

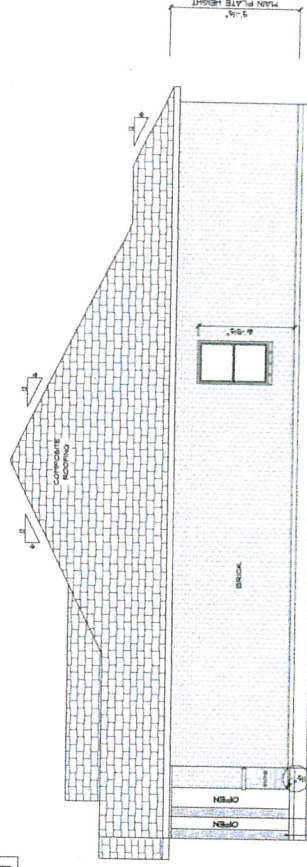
- NOTES:
1. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 2. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 3. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 4. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 5. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 6. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 7. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 8. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 9. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 10. All work, plans, notes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.



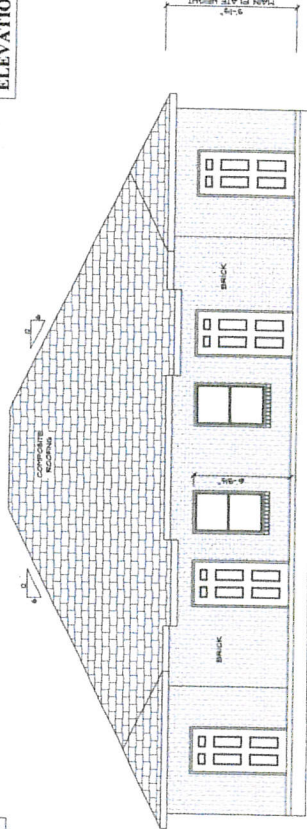
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



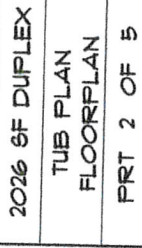
REAR ELEVATION

SCALE: 1/4" = 1'

SQUARE FOOTAGE NOTE:
HEATED AND COOLED SQUARE FOOTAGE
WAS REMAINED FROM
THE OUTSIDE OF THE WALL

SQUARE FOOTAGE	
UNIT "A" H/C	1,031
PORCH "A"	50
UNIT "B" H/C	995
PORCH "B"	50
TOTAL SLAB 2,226 (INCLUDING BRICKLEDGE)	

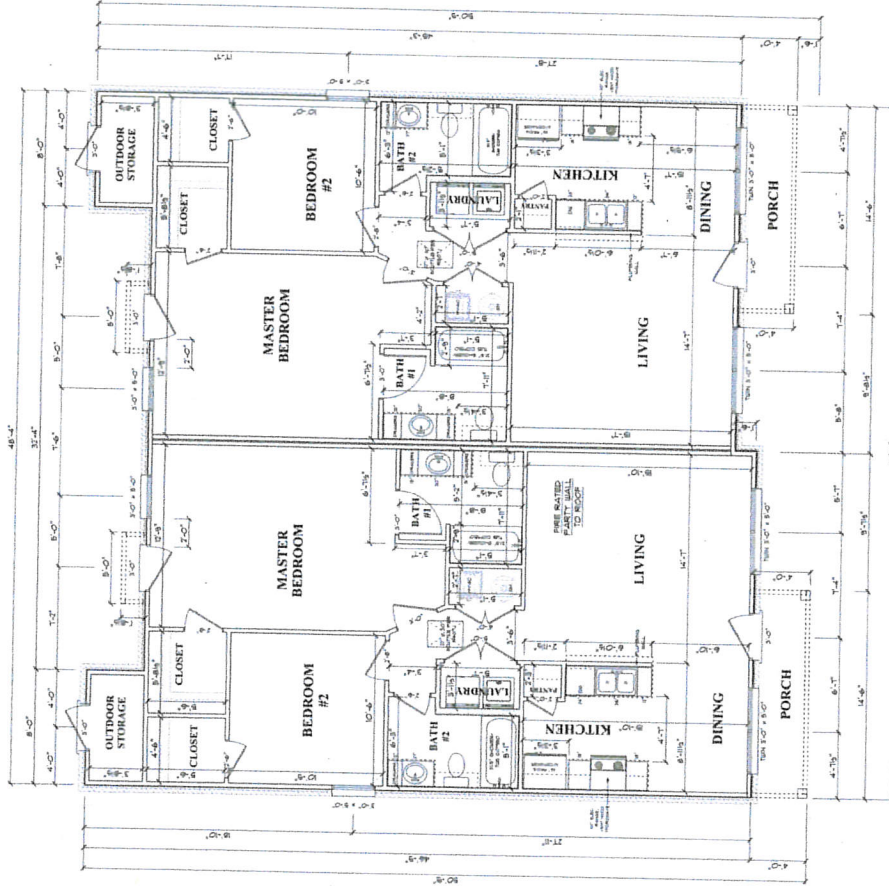
GREAT HOUSE PLANS
Drafting & Design
254-228-7817
grhouseplans.com



SCALE: 1/4" = 1'

SQUARE FOOTAGE NOTE:
THIS STRUCTURE'S
HEATED AND COOLED SQUARE FOOTAGE
WAS MEASURED FROM
THE OUTSIDE OF STUDIO WALL

SQUARE FOOTAGE	
UNIT "A" H4C	1,031
PORCH "A"	58
UNIT "B" H4C	995
PORCH "B"	58
TOTAL SLAB 2,288 (INCLUDING BRICKLEDGE)	



9' CEILING8 THROUGHOUT

NOTE: BUILDING RESPONSIBILITY FOR ADDRESSING
TO ALL PERMIT BUILDING CODES.

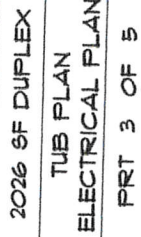
GREAT HOUSE PLANS
Drafting & Design

254-228-7817
gr8houseplans.com

OPENING SCHEDULE	HINGE QTY
3" O" FIBERGLASS EXT DOOR	R 3
3" O" FIBERGLASS INT DOOR	L 3
3" O" FIBERGLASS EXT DOOR	L 1
2" O" INTERIOR DOOR	R 1
2" O" INTERIOR DOOR	L 3
2" O" INTERIOR DOOR	R 2
2" O" INTERIOR DOOR	L 1
2" O" INTERIOR DOOR	R 2
3" O" INTERIOR DOOR	L 2
6" O" INTERIOR DOOR	R 2
3" O" NT DOOR (CLB 2' 0")	L/R 2
3" O" NT DOOR (CLB 2' 0")	R 2
3" O" X 5' O" SINGLE HUNG WINDOW	N 4
3" O" X 5' O" X 9' O" SINGLE HUNG WINDOW	N 1

VERIFY TEMPERING AND EGRESS
REQUIREMENTS PRIOR TO ORDERING PRODUCT

VERIFY PRODUCT ROUGH OPENING REQUIREMENTS PRIOR TO FRAMING

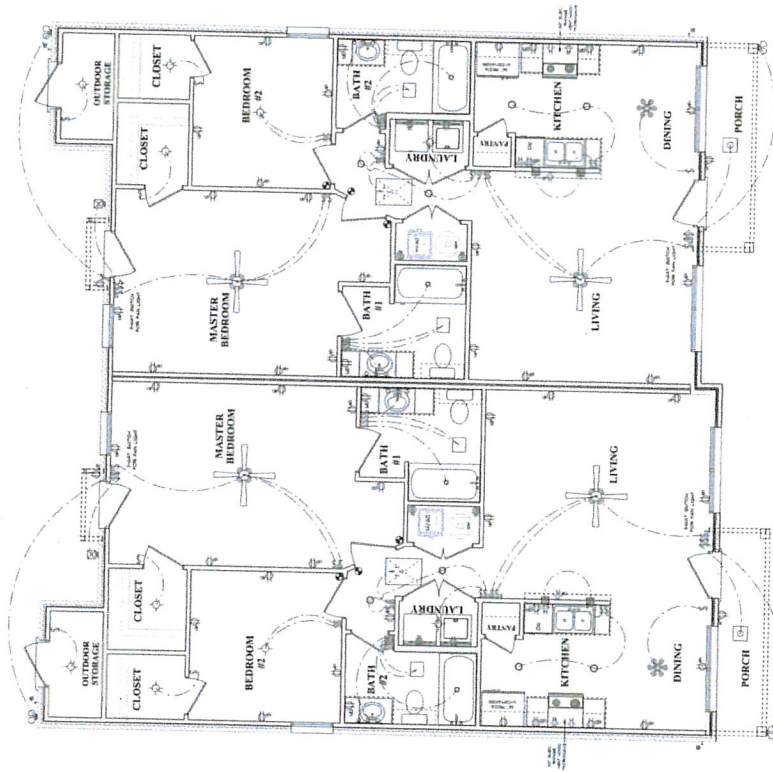


SCALE: 1/4" = 1'

SQUARE FOOTAGE NOTE:
THIS STRUCTURE'S
HEATED AND COOLED SQUARE FOOTAGE
WAS MEASURED FROM
THE OUTSIDE OF STUD WALL.

SQUARE FOOTAGE

UNIT "A" H4C	1031
PORCH "A"	58
UNIT "B" H4C	995
PORCH "B"	58
TOTAL SLAB (INCLUDING BRICKLEDGE)	2288



- NOTES:**
1. All joints, valves, hoses, hose sizes, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 2. Verify window sizes with window manufacturer for compliance with ingress/egress requirements.
 3. Airflow ventilation will be designed according to local codes and climate.
 4. Moisture protection is required.
 5. All materials, products, approvals and by the builder on job site.
 6. Square footages are approximate and subject to change.
 7. Construction materials and methods must be in compliance with frame, cladding and climatic zone requirements.

ELECTRICAL LEGEND		SYMBOL
ELECTRICAL	QTY	
ceiling fan unit/area	4	
rectangular recessed, can light	8	
can light	0	
exterior ceiling light fixture	2	
ceiling light/area square	4	
chandelier	2	
pendant light	4	
recessed light	4	
perimeter fixture	1	
ceiling light fixture	2	
chandelier	8	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	
ceiling light	0	

ELECTRICAL PLAN DOES NOT INCLUDE:
HVAC WIRING, LOW VOLTAGE WIRING,
TV, OR DOORBELLS.

NOTE: BUILDER RESPONSIBLE FOR ADHERING TO ALL PERTINENT BUILDING CODES.

GREAT HOUSE PLANS
Drafting & Design

254-228-7817
gr8houseplans.com



2026 SF DUPLEX

TUB PLAN
FOUNDATION
DIMENSIONS

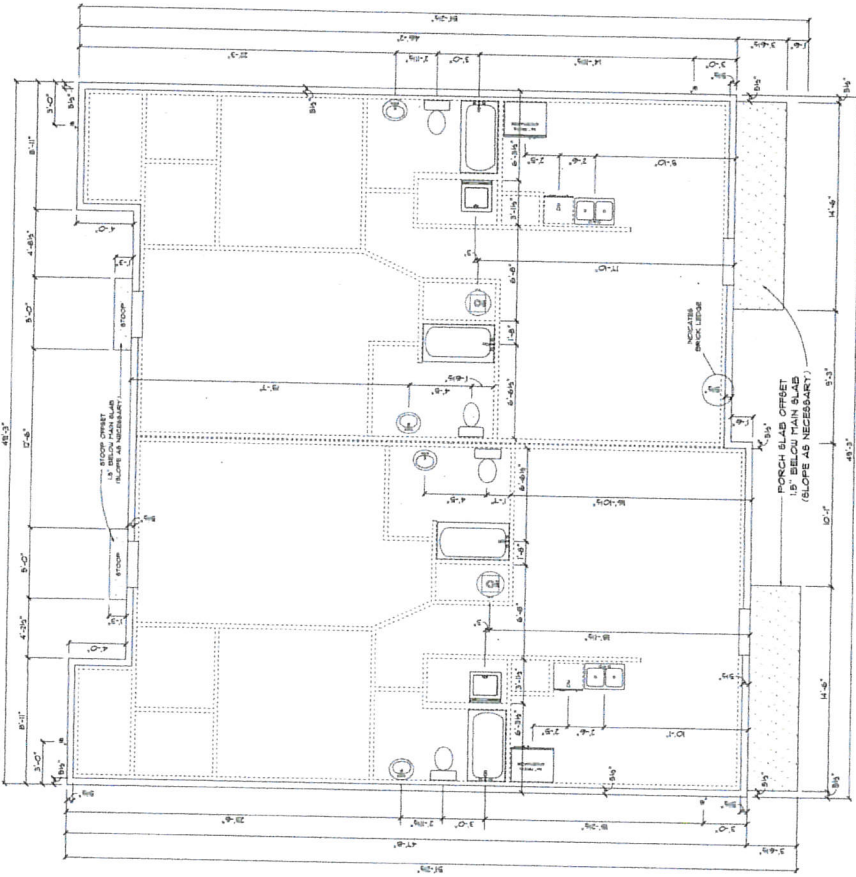
PLUMBING
LOCATOR

ROOF PLAN

PRT 4 OF 5

12-10-19

- NOTES:
1. All joints, refer, corners, base, and design must be verified for compliance with local codes and building conditions by an engineer prior to beginning construction.
 2. All construction must be in accordance with the building code and all applicable requirements.
 3. All construction must be in accordance with the building code and all applicable requirements.
 4. All construction must be in accordance with the building code and all applicable requirements.
 5. All construction must be in accordance with the building code and all applicable requirements.
 6. All construction must be in accordance with the building code and all applicable requirements.
 7. All construction must be in accordance with the building code and all applicable requirements.
 8. All construction must be in accordance with the building code and all applicable requirements.
 9. All construction must be in accordance with the building code and all applicable requirements.
 10. All construction must be in accordance with the building code and all applicable requirements.

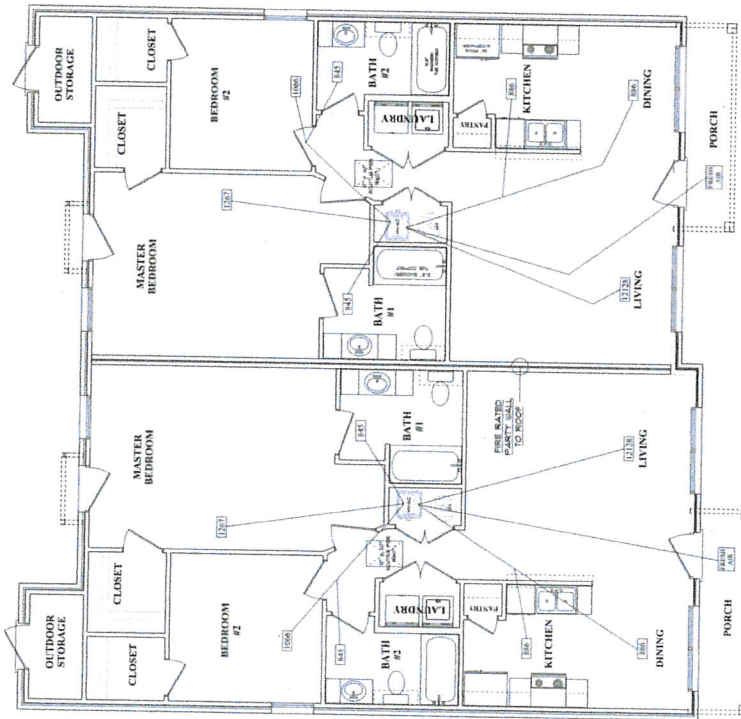


IT IS RECOMMENDED THAT ALL FOUNDATIONS
BE ENGINEERED FOR SPECIFIC SOIL TYPES,
GRADE CONDITIONS, AND SEISMIC ZONE.

NOTE: OWNER RESPONSIBLE FOR ADDRESSING
ALL NEIGHBORHOOD CONCERNS

GREAT HOUSE PLANS
Drafting & Design

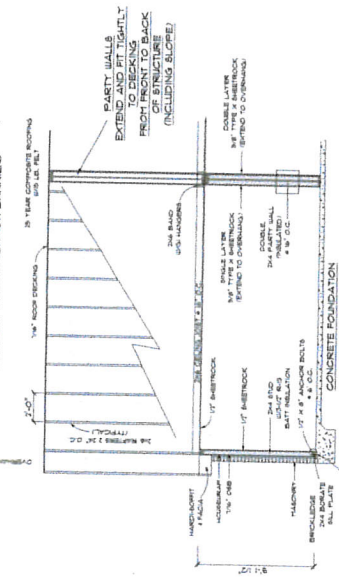
254-228-7817
gr8houseplans.com



HVAC
LAYOUT

- NOTES:
1. Verify all room, door, and window sizes and design with the manufacturer for compliance with local codes and standards.
 2. Verify window sizes with window manufacturer for compliance with energy codes.
 3. All HVAC equipment shall be designed according to local codes and standards.
 4. Provide proper sealing and insulation.
 5. Provide proper sealing and insulation.
 6. Provide proper sealing and insulation.
 7. Provide proper sealing and insulation.
 8. Provide proper sealing and insulation.
 9. Provide proper sealing and insulation.
 10. Provide proper sealing and insulation.
 11. Provide proper sealing and insulation.
 12. Provide proper sealing and insulation.
 13. Provide proper sealing and insulation.
 14. Provide proper sealing and insulation.
 15. Provide proper sealing and insulation.
 16. Provide proper sealing and insulation.
 17. Provide proper sealing and insulation.
 18. Provide proper sealing and insulation.
 19. Provide proper sealing and insulation.
 20. Provide proper sealing and insulation.
 21. Provide proper sealing and insulation.
 22. Provide proper sealing and insulation.
 23. Provide proper sealing and insulation.
 24. Provide proper sealing and insulation.
 25. Provide proper sealing and insulation.
 26. Provide proper sealing and insulation.
 27. Provide proper sealing and insulation.
 28. Provide proper sealing and insulation.
 29. Provide proper sealing and insulation.
 30. Provide proper sealing and insulation.
 31. Provide proper sealing and insulation.
 32. Provide proper sealing and insulation.
 33. Provide proper sealing and insulation.
 34. Provide proper sealing and insulation.
 35. Provide proper sealing and insulation.
 36. Provide proper sealing and insulation.
 37. Provide proper sealing and insulation.
 38. Provide proper sealing and insulation.
 39. Provide proper sealing and insulation.
 40. Provide proper sealing and insulation.
 41. Provide proper sealing and insulation.
 42. Provide proper sealing and insulation.
 43. Provide proper sealing and insulation.
 44. Provide proper sealing and insulation.
 45. Provide proper sealing and insulation.
 46. Provide proper sealing and insulation.
 47. Provide proper sealing and insulation.
 48. Provide proper sealing and insulation.
 49. Provide proper sealing and insulation.
 50. Provide proper sealing and insulation.
 51. Provide proper sealing and insulation.
 52. Provide proper sealing and insulation.
 53. Provide proper sealing and insulation.
 54. Provide proper sealing and insulation.
 55. Provide proper sealing and insulation.
 56. Provide proper sealing and insulation.
 57. Provide proper sealing and insulation.
 58. Provide proper sealing and insulation.
 59. Provide proper sealing and insulation.
 60. Provide proper sealing and insulation.
 61. Provide proper sealing and insulation.
 62. Provide proper sealing and insulation.
 63. Provide proper sealing and insulation.
 64. Provide proper sealing and insulation.
 65. Provide proper sealing and insulation.
 66. Provide proper sealing and insulation.
 67. Provide proper sealing and insulation.
 68. Provide proper sealing and insulation.
 69. Provide proper sealing and insulation.
 70. Provide proper sealing and insulation.
 71. Provide proper sealing and insulation.
 72. Provide proper sealing and insulation.
 73. Provide proper sealing and insulation.
 74. Provide proper sealing and insulation.
 75. Provide proper sealing and insulation.
 76. Provide proper sealing and insulation.
 77. Provide proper sealing and insulation.
 78. Provide proper sealing and insulation.
 79. Provide proper sealing and insulation.
 80. Provide proper sealing and insulation.
 81. Provide proper sealing and insulation.
 82. Provide proper sealing and insulation.
 83. Provide proper sealing and insulation.
 84. Provide proper sealing and insulation.
 85. Provide proper sealing and insulation.
 86. Provide proper sealing and insulation.
 87. Provide proper sealing and insulation.
 88. Provide proper sealing and insulation.
 89. Provide proper sealing and insulation.
 90. Provide proper sealing and insulation.
 91. Provide proper sealing and insulation.
 92. Provide proper sealing and insulation.
 93. Provide proper sealing and insulation.
 94. Provide proper sealing and insulation.
 95. Provide proper sealing and insulation.
 96. Provide proper sealing and insulation.
 97. Provide proper sealing and insulation.
 98. Provide proper sealing and insulation.
 99. Provide proper sealing and insulation.
 100. Provide proper sealing and insulation.

NO ROOF PENETRATIONS
ON FRONT ROOF SECTION



1/2\"/>

1/2\"/>

SCALE: 1/4\"/>

SQUARE FOOTAGE NOTE:
THE STRUCTURE'S
HEATED AND COOLED SQUARE FOOTAGE
AND UNHEATED SQUARE FOOTAGE
THE OUTSIDE OF STUD WALL

SQUARE FOOTAGE

UNIT "A" H/C	1,031
PORCH "A"	58
UNIT "B" H/C	995
PORCH "B"	58
TOTAL SLAB (INCLUDING BRICKLEDGE)	2,288

NOTE: BLINDER RESPONSIBLE FOR ADDRESSING
TO ALL PERTINENT BUILDING CODES

GREAT HOUSE PLANS
Drafting & Design

254-228-7817
gr8houseplans.com

PUBLIC COMMENT FORM

In order to practice social distancing, and follow the 'Stay Home' Orders from the State, County, and City, all upcoming City Council meetings will be livestreamed on the City of Hewitt's webpage at www.cityofhewitt.com - HewittTX TV.

The City of Hewitt encourages feedback from the public at all public meetings/hearings. The city has established this means for citizens to provide comments without attending meetings in person. This Public Comment Form is available for comments on any topic or agenda item, including public hearing items.

All citizens wishing to offer public comment, must submit their request to the City Secretary no later than noon the day of the meeting. Please complete this form and submit via email to the City Secretary at citysecretary@cityofhewitt.com.

Meeting date: 12/01/2020

CONTACT INFORMATION

NAME: Richard Driver

ADDRESS: 320 E. Spring Valley Rd.

CITY: Hewitt, TX ZIP: 76643

PHONE: (806) 241-0098

EMAIL: richard.d.driver@gmail.com

AGENDA ITEM: 3. a. b.; 4. a. b.

COMMENTS:

Express concern and opposition to two requests of Robert Cervenka on behalf of Roy Nash to rezone property located on/near Spring Valley Road from R-1-G Residential Single-Family Garden Home to R-5 Single-Family attached. Spring Valley Road is not currently designed to accommodate the amount of traffic and congestion witnessed daily, and the proposed construction of Single-Family units would overwhelm the highway in current configuration. Adding new home construction and required traffic to current configuration would increase congestion and disrupt flow of traffic in current configuration and disrupt plans for expansion and modification of the highway in upcoming years.

Richard D

PUBLIC COMMENT FORM

Council Meeting Date 12/1/2020

First Name Eric

Last Name Vogelsinger

Address1 317 Nash Drive

Address2 *Field not completed.*

City Hewitt

Zip 76643

Email evogelsinger@gmail.com

Phone Number 2544956498

What agenda item do you wish to comment on?

Agenda Item No. Case # Z-2020-7

I am/I have In opposition

Comments/Questions:

I am writing to express my strong opposition to Case # Z-2020-7, the proposed rezoning of O'Campo CA-32, Tracts 1, 1A, 1B, & 1C. There are a number of reasons I am opposed to rezoning, including traffic, environment, schools, and property values.

Adding a street entering on to Spring Valley Rd. would increase traffic problems in that stretch of road. Drivers going north on Spring Valley are accelerating to get on the I35 on-ramp. Others are stopping to turn left on Attaway Road. A neighborhood of duplexes are already going up near that intersection. This section of Spring Valley is at its max capacity.

Currently, the land has a rather large creek running through it. Even with skillful engineering, it does not seem practical to build higher density homes by eliminating a creek. There is other land available in McLennan County that does not require removing a creek.

Midway schools are reported at overcapacity, and the council should not approve rezoning that allows for townhomes or similar housing. This will only exacerbate the problem.

Property values are likely to go down if the area is rezoned. Many families, including myself, purchased homes with the understanding that the land near them would remain single family homes. By combining small townhomes with single family homes, the entire feel of the neighborhood changes. That "feel" means less dollars when prospective buyers drive through a neighborhood. This is not the direction that the City of Hewitt needs to be heading.

I urge you to not allow the proposed rezoning. I am confident that our neighbors have similar thoughts on the situation, even some who have not managed to submit a public comment explaining their opposition. I do hope that the potential developer involved in the case finds other property to develop into affordable housing within McLennan County.

Thank you for all that you do for our community. We appreciate you!

Best regards,

Eric and Sara Vogelsinger

ORDINANCE NO. 2020-21

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 DISTRICT TO R-5 SINGLE FAMILY ATTACHED DWELLING 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 Bob Cervenka to rezone property known as O'Campo C A-32 Tract 1 (2.27 acres) located in the 400 block of E. Spring Valley Rd., Hewitt, McLennan County, Texas, from **R-1 Single Family District to R-5 Single Family Attached Dwelling District.**

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 December 7, 2020, 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, December 1, 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. A portion of that certain tract or parcel of land in McLennan County, Texas, known as O'Campo C A-32 Tract 1 (2.27 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from **R-1 Single Family District to R-5 Single-family Attached Dwelling District.**

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 7th day of December, 2020 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

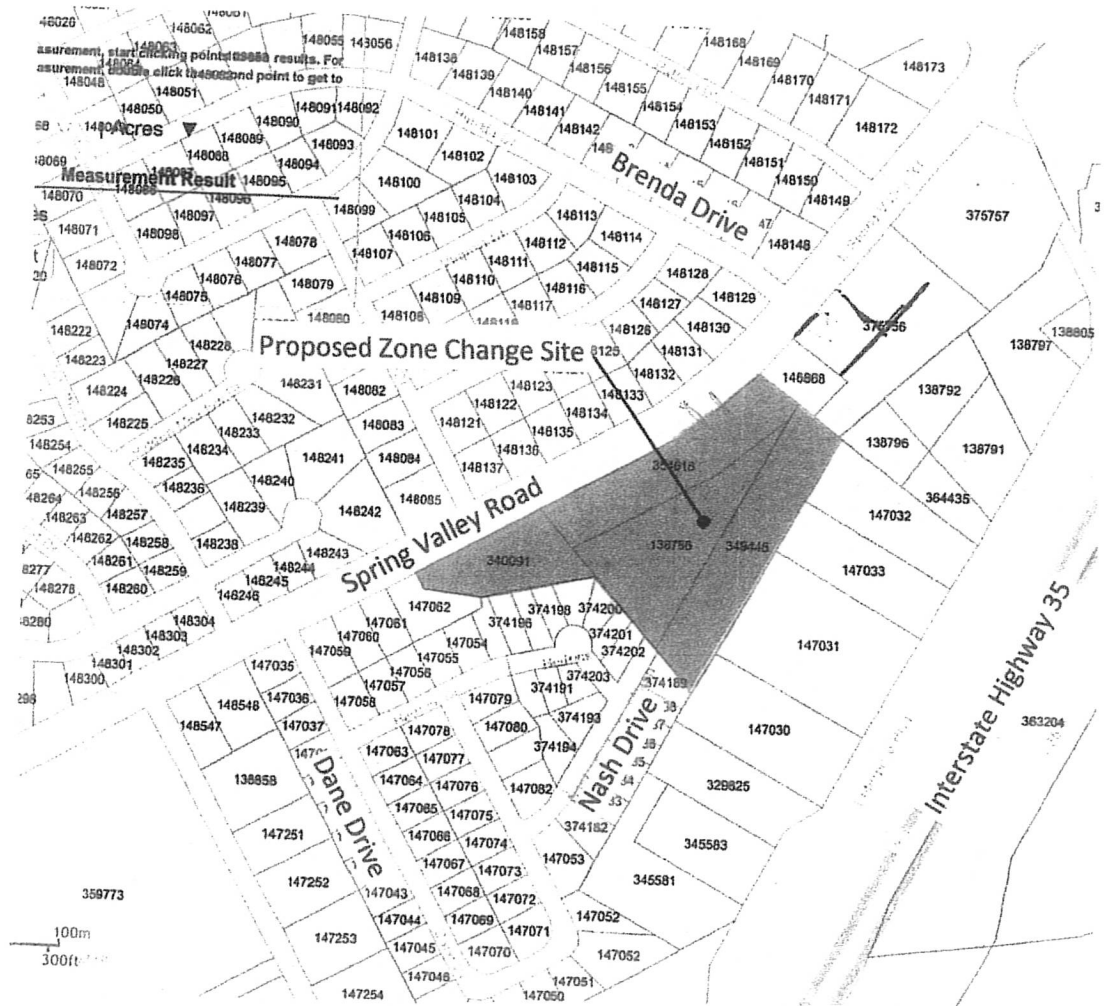
BY: _____
Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

Exhibit A

Location Map





COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 6

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on **Ordinance No. 2020-22** rezoning property known as O'Campo C A-32 Tract 1A (1.258 acres) located in the 400 block of E. Spring Valley Rd., Hewitt, McLennan County, Texas, from R-1 Single Family District to R-5 Single Family Attached Dwelling District.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Bob Cervenka submitted a request to change the zoning designation on property located in the 400 block of E. Spring Valley Rd. The Planning and Zoning Commission met on Tuesday, December 1, 2020, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 5 to 0.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Ordinance 2020-22 rezoning property known as O'Campo C A-32 Tract 1A (1.258 acres) from R-1 Single Family District to R-5 Single Family Attached Dwelling District.

ATTACHMENTS:

See Agenda Item #5 for attachments.
Ordinance No. 2020-22

ORDINANCE NO. 2020-22

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 DISTRICT TO R-5 SINGLE FAMILY ATTACHED DWELLING 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 Bob Cervenka to rezone property known as O'Campo C A-32 Tract 1A (1.258 acres) located in the 400 block of E. Spring Valley Rd , Hewitt, McLennan County, Texas, from **R-1 Single Family District to R-5 Single Family Attached Dwelling District.**

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 December 7, 2020, 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, December 1, 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. A portion of that certain tract or parcel of land in McLennan County, Texas, known as O'Campo C A-32 Tract 1A (1.258 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from **R-1 Single Family District to R-5 Single-family Attached Dwelling District.**

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 7th day of December, 2020 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

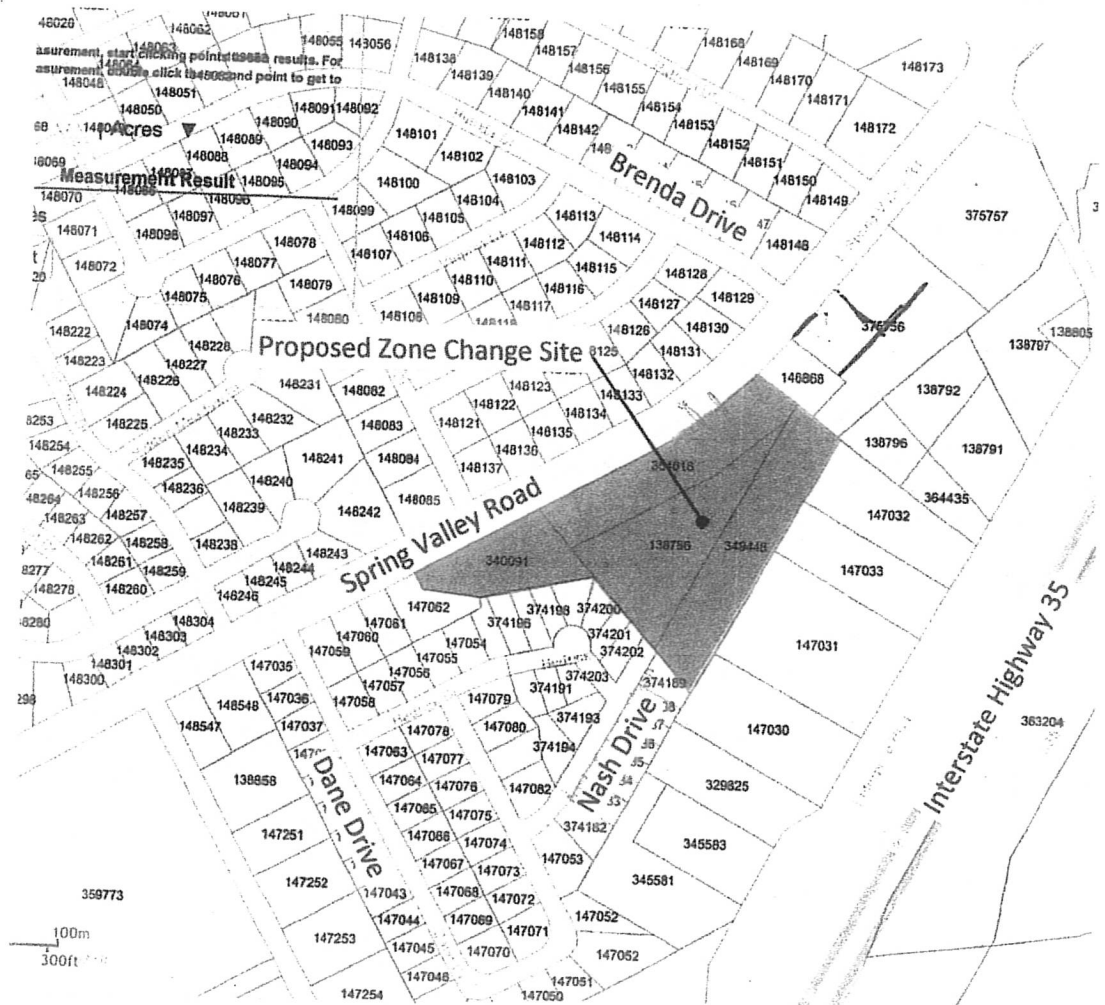
BY: _____
Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

Exhibit A

Location Map



HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 7

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on **Ordinance No. 2020-23** rezoning property known as O'Campo C A-32 Tract 1B (2.39 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from R-1 Single Family District to R-5 Single Family Attached Dwelling District.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Bob Cervenka submitted a request to change the zoning designation on property located in the 400 block of E. Spring Valley Rd. The Planning and Zoning Commission met on Tuesday, December 1, 2020, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 5 to 0.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Ordinance 2020-23 rezoning property known as O'Campo C A-32 Tract 1B (2.39 acres) from R-1 Single Family District to R-5 Single Family Attached Dwelling District.

ATTACHMENTS:

See Agenda Item #5 for attachments.
Ordinance No. 2020-23

ORDINANCE NO. 2020-23

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 DISTRICT TO R-5 SINGLE FAMILY ATTACHED DWELLING 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 Bob Cervenka to rezone property known as O'Campo C A-32 Tract 1B (2.39 acres) located in the 400 block of E. Spring Valley Rd , Hewitt, McLennan County, Texas, from **R-1 Single Family District to R-5 Single Family Attached Dwelling District.**

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 December 7, 2020, 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, December 1, 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. A portion of that certain tract or parcel of land in McLennan County, Texas, known as O'Campo C A-32 Tract 1B (2.39 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from **R-1 Single Family District to R-5 Single-family Attached Dwelling District.**

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 7th day of December, 2020 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

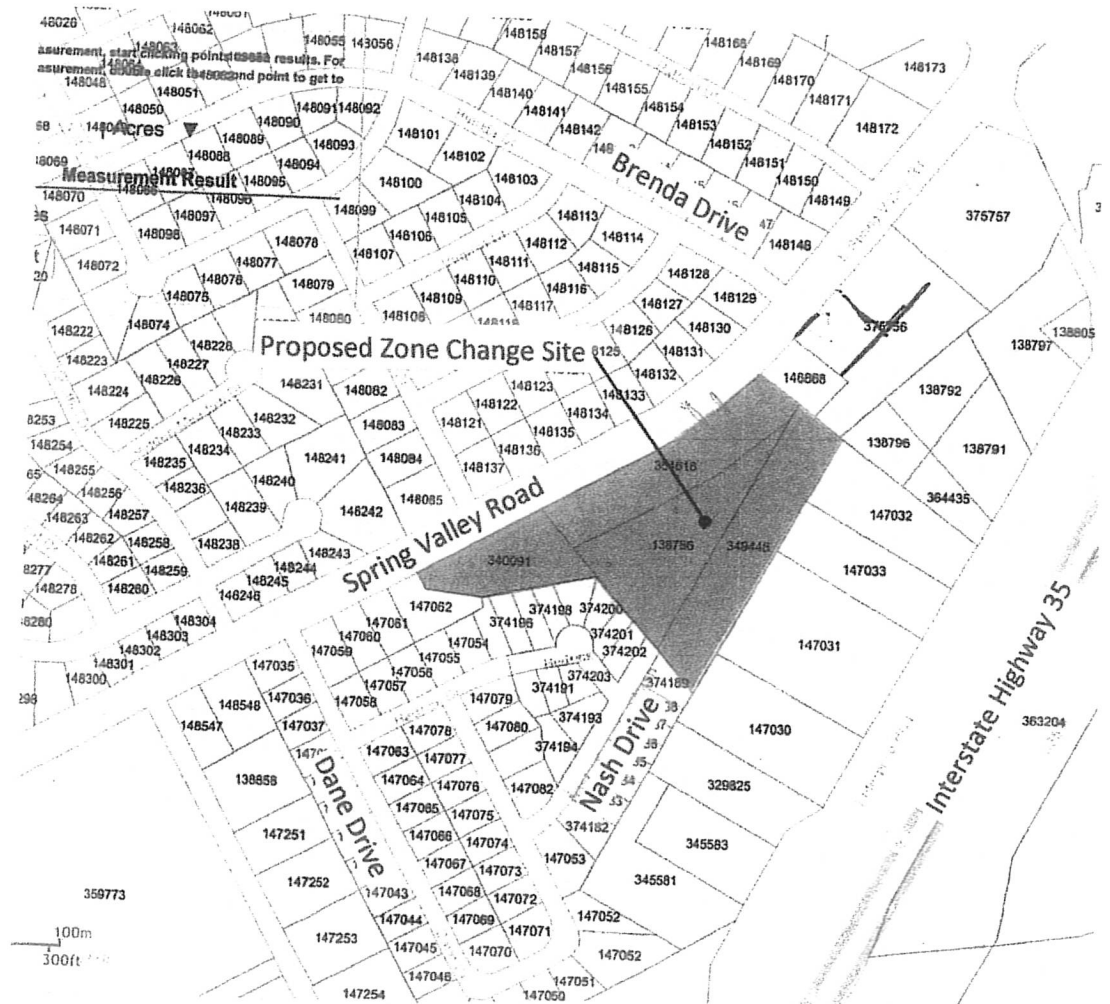
BY: _____
Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

Exhibit A

Location Map



HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 8

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on Ordinance No. 2020-24 rezoning property known as O'Campo C A-32 Tract 1C (2.05 acres) located in the 400 block of E. Spring Valley Rd, Hewitt, McLennan County, Texas, from R-1-G Single Family Garden Home District to R-5 Single Family Attached Dwelling District.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Bob Cervenka submitted a request to change the zoning designation on property located in the 400 block of E. Spring Valley Rd. The Planning and Zoning Commission met on Tuesday, December 1, 2020, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 5 to 0.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Ordinance 2020-24 rezoning property known as O'Campo C A-32 Tract 1C (2.05 acres) from R-1-G Single Family Garden Home District to R-5 Single Family Attached Dwelling District.

ATTACHMENTS:

See Agenda Item #5 for attachments.
Ordinance No. 2020-24

ORDINANCE NO. 2020-24

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-G SINGLE FAMILY GARDEN HOME TO R-5 SINGLE FAMILY ATTACHED DWELLING 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 Bob Cervenka to rezone property known as O'Campo C A-32 Tract 1-C (2.05 acres) located in the 400 block of E. Spring Valley Rd , Hewitt, McLennan County, Texas, from **R-1-G Garden Home District to R-5 Single-family Attached Dwelling District.**

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 December 7, 2020, 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, December 1, 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. A portion of that certain tract or parcel of land in McLennan County, Texas, known as O'Campo C A-32 Tract 1-C (2.05 acres) located in the 400 block of E. Spring Valley Rd , Hewitt, McLennan County, Texas, from **R-1-G Garden Home District to R-5 Single-family Attached Dwelling District.**

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 7th day of December, 2020 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

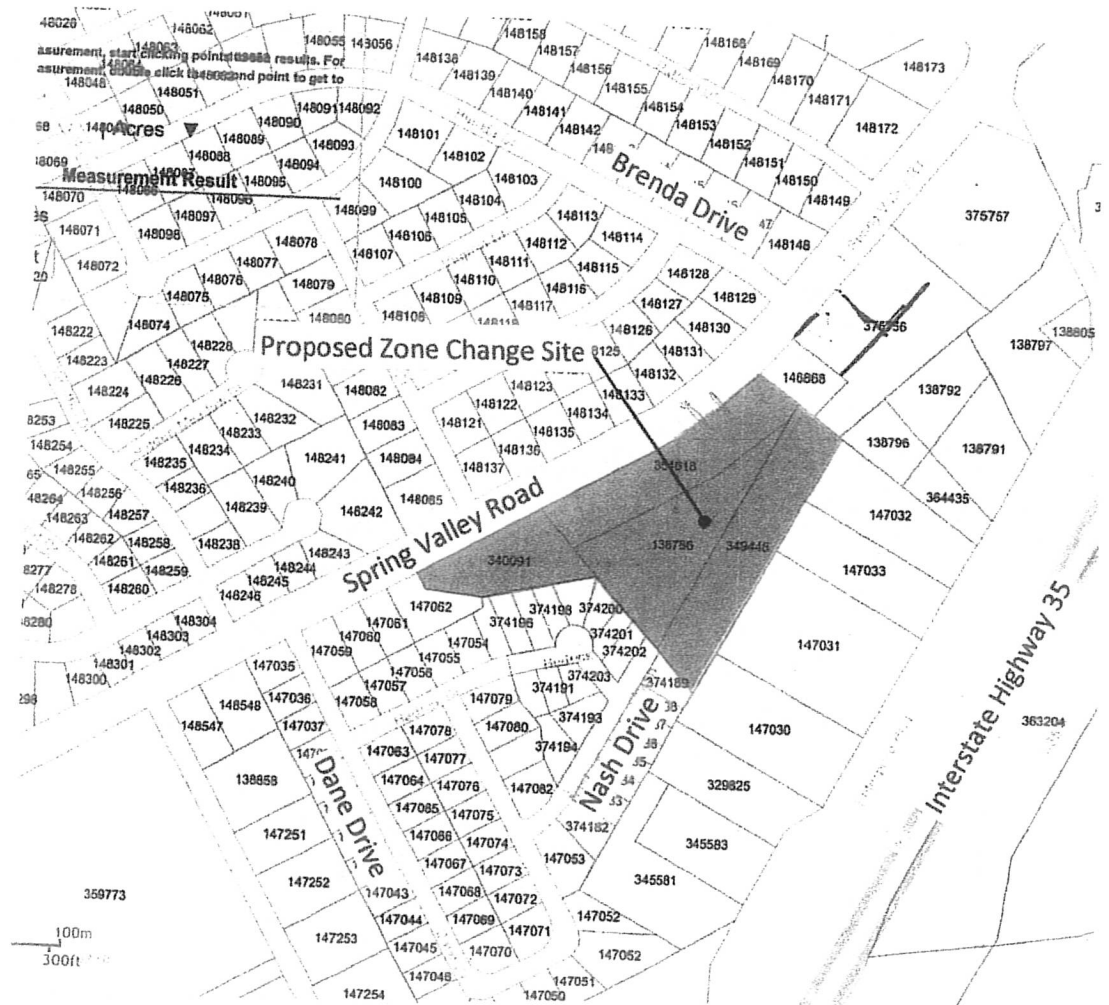
BY: _____
Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

Exhibit A

Location Map



HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 9

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the purchase of a non CDL Pipe Hunter jet truck from Texas Underground, Inc., in the amount of \$140,729.

STAFF RECOMMENDATION/ITEM SUMMARY:

This item is to authorize the purchase of a Pipe Hunter sewer main service truck. This is a non CDL chassis that is more maneuverable and efficient for daily maintenance of the sewer collection system. It will also help service hard to reach areas throughout the city where sewer manholes are not easily accessible.

FISCAL IMPACT:

Amount Budgeted – \$165,000.00
Line Item in Budget- short term financing

SUGGESTED MOTION:

I move to authorize the purchase of a non CDL Pipe Hunter sewer jet truck from Texas Underground, Inc., in the amount of \$140,729.00.

ATTACHMENTS:

Quote attached



7D44-TRUCK MOUNT - 40 GPM x 2000 PSI

84" C/A PTO DRIVE 4WD CHASSIS

Quote Date: October 21, 2020
 Customer: City Of Hewitt
 Job #:
 Salesman: David Mills

Due Date:
 Dealer: Texas Underground, Inc.
 Stock #:
 PO Number/ Date:

Part Number	Description	Quantity	Price	Total
WATER TANK				
	500 Gallon High-Density Polyethylene 19500 GVW		Std.	Std.
	700 Gallon High-Density Polyethylene 19500 GVW	1	Std.	Std.
	900 Gallon High-Density Polyethylene GVW 25995 GVW		\$ 4,000.00	\$ -
9000-0103P	Single Filler Assembly	1	Std.	Std.
9000-0032P	Main Tank Water Sight Gauge(1)Std	1	Std.	Std.
9000-0106	25' Fill Hose w Storage Rack	1	Std.	Std.
9000-0092	Dual Filler Assembly		\$ 310.00	\$ -
3013-0010	Hydrant Fill Strainer	1	\$ 225.00	\$ 225.00
9000-0118	2" Aux. Drain Valve- Street Side Rear	1	\$ 250.00	\$ 250.00
BAFFLEBALL	Baffle Balls 500-700	1	\$ 500.00	\$ 500.00
BAFFLEBALL	Baffle Balls 1000		\$ 1,200.00	\$ -
WATER PUMP				
	40 GPM x 2000 PSI Giant Water Pump	1	Std.	Std.
9000-0040	Washdown System-43H with gun and 25ft hose	1	Std.	Std.
9000-0059	Air Purge	1	\$ 185.00	\$ 185.00
	Antifreeze Package 8 Gallon		\$ 895.00	\$ -
9000-0060	Pulsation System		\$ 695.00	\$ -
9000-0061	Multi-Flow Valve	1	\$ 295.00	\$ 295.00
9000-0026	25' Retractable Hand Gun Reel w 25' x 1/2" hose		\$ 1,450.00	\$ -
	50' Retractable Hand Gun Reel w 25' x 1/2" hose	1	\$ 1,950.00	\$ 1,950.00
PUMP DRIVE				
	PTO Hotshift- Below Frame Pump Mount Direct PTO	1	Std.	Std.
	Safety Lanyard (1) Emergency Kill	1	Std.	Std.
	Fuel Tank Chassis	1	Std.	Std.
	Electric Throttle Upgrade	1	Std.	Std.
	Tachometer Single Engine Drive (Chassis Engine)	1	Std.	Std.
HOSE REEL				
Single Jet Hose Reels				
	800" x 3/4" Hose Reel	1	Std.	Std.
9000-0091	1000' x 3/4" Jet Hose Reel		\$ 800.00	\$ -
Articulating Reel Option				
	Articulating Reel Option Hydraulic Powered Articulation Worm Gear	1	\$ 4,200.00	\$ 4,200.00
Hose Reel Accessories				
	Reel Speed Control	1	Std.	Std.
	Standard Level Wind 3/4"	1	Std.	Std.
	Double Roller Levelwind 45 Degree	1	\$ 295.00	\$ 295.00
9000-0006	Manual Footage Counter 3/4"	1	\$ 712.00	\$ 712.00
	Digital Footage Counter Levelwind		\$ 3,500.00	\$ -
	Hose Reel Guard- per reel		\$ 1,500.00	\$ -
HOSE OPTIONS (per foot) Minimum 400 foot jet hose with 10 foot leader- 400, 600,800 increments				
3009-4537P	3/4" Leader hose-per foot	10	\$ 13.00	\$ 130.00
4640-08-XXX	3/4" Jet Hose per foot Pirahana Only	600	\$ 4.15	\$ 2,490.00
	Tiger Tail(1)Std 3"	1	\$ 55.00	Std.
	Hose Mender Kit Parker/Polyflow		\$ 1,600.00	\$ -
NOZZLE OPTIONS- Std. Hose Reel Nozzles				
	Nozzle Rack(1) 3/4"	1	Std.	Std.
	Nozzle Skid Assy 6"(1) 3/4"	1	Std.	Std.
	15 Degree Nozzle(1) 3/4"	1	Std.	Std.
	30 Degree Nozzle(1) 3/4"	1	Std.	Std.
			\$	-
	RED DAWG 10 Jet Culvert Nozzle		\$ 485.00	\$ -
	RED DAWG Rotator Rear Jets		\$ 605.00	\$ -
	MUD DAWG Floor Cleaner		\$ 725.00	\$ -
	RED DAWG Large Chisel Nozzle		\$ 490.00	\$ -
			\$	-
ELECTRICAL OPTIONS				
9000-0021	Arrowstick w Control Box & Mounting Bracket LED Rear	1	\$ 1,300.00	\$ 1,300.00
	Qty (4) Light - Strobes Flat one each corner of truck	1	\$ 1,250.00	\$ 1,250.00
9000-0022	Light - Strobe Light w/Limb Guard	1	\$ 285.00	\$ 285.00
9000-0011	Light - Hand Held Spot Light		\$ 192.00	\$ -
9000-0066	Light - Hand Held Spot With Reel		\$ 260.00	\$ -

Part Number	Description	Quantity	Price	Total
	Light - Low Water Warning Lite	1	\$ 205.00	\$ 205.00
9000-0030P	Light - Low Water Warning Alarm	1	\$ 250.00	\$ 250.00
9000-0023	Light - Panel Light	1	\$ 80.00	\$ 80.00
9000-0024	Light - Work Light-(Control panel) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light-(Levelwing) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Engine-Pump area)	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick DS) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick PS) LED	1	\$ 200.00	\$ 200.00
9000-0010	12 volt power outlet on Control Panel		\$ 80.00	\$ -
	Back up camera (Rear) IN Cab Monitor	1	\$ 1,800.00	\$ 1,800.00
TOOL BOX OPTIONS				
	Tool Tray, Above Frame - Aluminum 14" x 14" x 24"		\$520.00	\$ -
	Tool Tray, Above Frame - Aluminum 14" x 14" x 60" 1 STD	2	\$880.00	\$ 880.00
	Locking, Above Frame - Aluminum 18" x 18" x 36"		\$864.00	\$ -
	Locking, Below Frame - Aluminum 18" x 18" x 24"		\$720.00	\$ -
	Locking, Above Frame - Aluminum 14" x 14" x 60"		\$1,060.00	\$ -
	Locking, Below Frame - Aluminum 18" x 18" x 36"	1	\$864.00	\$ 864.00
	Locking, Above Frame - Aluminum 15" X 33" X 40"		\$1,060.00	\$ -
	Rubber Dry Decking - Each		\$150.00	\$ -
ACCESSORIES				
	Garden Hose Reel 100' Capacity w/ 50' garden hose		\$ 795.00	\$ -
3007-8001	Hydrant Wrench	1	\$ 50.00	\$ 50.00
3008-0511	Manhole Hook	1	\$ 50.00	\$ 50.00
9000-0127	Lateral Reel Cart200' Cap. with 150' x 1/2" jet hose,ball valve, button nozzle w mounting brkt		\$ 1,950.00	\$ -
	Manhole - Lower Shoe W (4) 6' FIBERGLASS POLE SET		\$ 675.00	\$ -
8401-1401	Manhole - Upper Roller Aluminum	1	\$ 250.00	\$ 250.00
7600-0278	Traffic Cone Rack - Deck Mount		\$ 125.00	\$ -
7600-0278	Traffic Cone Rack - Reel Deck Mount	1	\$ 125.00	\$ 125.00
9000-0095	Side Ladder w Handles- DS		\$ 358.00	\$ -
9000-0095	Side Ladder w Handles- PS Front	1	\$ 358.00	\$ 358.00
MANUALS				
3023-0002	PipeHunter Operator's Manual CD	1	Std.	Std.
26-OMRG33324	Engine Operator's Manual CD	1	Std.	Std.
FRAME				
	6" Frame	1	std	std
	DOT LIGHTING PACKAGE	1	std	std
9000-0131	Receiver Hitch (hitch only) w/ 7 Way Light Plug		\$ 275.00	
	Receiver with 2 5/16" Ball		\$ 75.00	
	Headache Rack Tool Storage behind cab		\$ 1,800.00	\$ -
LINER OPTION				
	PipeHunter Speed Liner Frame & Reel	1	std	std

Color:

9000-0132(001) ~ 9000-0040(200) ~ 9000-0053(250) ~ 9000-0077(450)
9000-0052(600)

Quoted By:

David Mills 5 6 2020

Total Options: \$ 19,979.00
Base Price: \$ 66,250.00
Sub Total: \$ 86,229.00
ATD Total: \$ -
Subtotal: \$ 86,229.00

ATD

FRAME & CHASSIS OPTION

				\$ -
2021	19500 GVW - 4x4 - Reg Cab DODG RAM 5500 Tradesman/SLT 84" C/A With Cummins 6.7L I-6 OHV diesel 6-speed automatic transmission with overdrive, lock-up, driver selection manual transfer case power take-off provision	1	\$ 53,500.00	\$ 53,500.00
				\$ -
				\$ -
	Labor - Mounting Fee	1	\$ 1,000.00	\$ 1,000.00
				\$ -
				\$ -

Ship Method:

Notes:

Total: \$ 140,729.00

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the

Part Number

Description

Quantity

Price

Total

dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Municipal Payment Terms: 30/n

Contractor (Private) Payment Terms: Due upon acceptance of unit

Signature: _____

Date: _____

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 10

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the purchase and installation of security smart glass for the customer service windows at Community Services to Anderson Glass in the amount of \$11,600.

STAFF RECOMMENDATION/ITEM SUMMARY:

The glass upgrade at each customer service representative station will provide a proposed level one ballistic protection to staff.

Anderson Glass's quote includes all materials with level one ballistic rating, labor, and electrical supply and connections. Allen Glass does not include any electrical connections and has an added charge for a level one ballistic rating. Waco Glass and Mirror gave a verbal no bid.

FISCAL IMPACT:

Amount Budgeted – \$13,000.00
Line Item in Budget – 20-50610-94-00

SUGGESTED MOTION:

I move to authorize the purchase and installation of security smart glass to Anderson Glass in the amount of \$11,600.

ATTACHMENTS:

Quotes attached



Anderson Glass
Waco, TX
www.andersonglasstexas.com

Quote 102020

Date: 3/20/2020

Page: 1 of 2

City of Hewitt Water

Job: City of Hewitt Water

Mobile: 254-400-1952

Email: kduncan@cityofhewitt.com

Quantity	Description	Rate	Amount
3	Switchable Glass Transaction Window	3,500.00	10,500.00
	Obscured Glass 30" X 34-1/2"		
	Security Smart Glass 42" X 34-1/2"		
	Electrical Control Box		
	Installation Labor		1,100.00

We propose hereby to furnish material and Labor, complete in accordance with above specifications. Payments to be made as follows: on delivery

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's compensation insurance.

This Contract Is Subject To Chapter 27, of the Property Code. The Provisions Of That Chapter May Affect Your Right To Recover Damages Arising From The Performance Of This Contract. Please email us for a copy of our full terms and conditions.

Customer Acceptance: _____

Acceptance Date: _____

Spouse (if applicable): _____

Acceptance Date: _____

ACCEPTANCE OF ESTIMATE & PAYMENT TERMS: I accept the above prices and specifications. I authorize work to be completed as specified. I acknowledge that this estimate is good for 30 days. I find this quote satisfactory as signed and dated in the space above.

DEPOSIT REQUIRED:

Subtotal: 11,600.00

No Tax: 0.00

Our office staff is available to process your payments by phone or mail. You may also utilize our payment portal

Total: **\$11,600.00**

Anderson Glass, LLC. 326 N Industrial, Waco, TX 76710, United States
Phone: 254.741.1888 Email: sales@andersonglasstexas.com Website: www.andersonglasstexas.com

Terms and Conditions:

1. This order is valid for 30 days from the date of the order. Our prices include measurements, fabrication, delivery and installation of materials specified above unless otherwise stated.
2. Price does not include evening or weekend working hours. Normal working hours are 7:00 am to 3:30 pm Mon.-Fri.
3. The proposed price is subject to change if there are any changes to the size or configuration after the final field measurement, or options not listed in the actual proposal.
4. Before Anderson Glass LLC will measure, customer must have prepared a sound, true, level and plumb measurement area.
5. All the Material shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size (+/-1/8"), texture and performance standards.
6. Anderson Glass LLC will not be responsible for any discrepancies in customer provided measurements.
7. If existing obstructions are needed to be removed **or customer's structure needs to be modified or corrected** for installation, Anderson Glass LLC reserves the right to require customer to modify the work area. If this action results in an installation time increase and/or reschedule, there may be extra charges.
8. For warranty information on your specific product, please visit Anderson Glass LLC or contact your sales representative. Anderson Glass LLC shall not be responsible for damage to its work by others. Anderson Glass LLC will not be responsible for special incidental or consequential damages.
9. In case Anderson Glass LLC has provided labor to install "customer provided" materials, Anderson Glass LLC is not responsible for any damages to customer's glass or any other materials involved in, surrounding, or in the area of the work being performed.
10. Any items not specifically listed and priced in above bid proposal are excluded; any changes from this proposal to hardware or materials listed may cause a change in pricing and will be subject to a written Change Order.
11. Signed Change Orders must be received and approved by Anderson Glass LLC and Contractor prior to any additional work being performed and it is understood that the Change Order may increase material delivery times and/or prolong work time.
12. Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time and without notice, therefore Anderson Glass LLC shall not be held responsible for delays caused by suppliers and manufacturers.
13. If Contractors assert nonpayment due to nonpayment from Owner, Anderson Glass LLC reserves the right to contact said Owner regarding the status of payments on the Project.
14. One trip for Field Measurements and one trip for installation per project is included in the quoted price. Field Measurements will be taken after we are notified that the areas of our scope are ready for measurement. Additional trips required due to openings not being ready and/or unacceptable installation conditions will result in a \$100 per trip charge.
15. Following is excluded: Final protection and cleaning, Glass or Mirror breakage by others, Testing, Engineering, Permits, Bonds, Demolition. Temporary Enclosures, Repairs or Modification of Existing Opening or Frames, Core Drilling for Floor Closures, Any Electrical Work, unless noted in the scope of work.
16. Invoice will be provided upon request.
17. Removal of existing materials may damage materials and/or surfaces during the removal of the said materials **or may expose tile/structure issues.** Anderson Glass LLC does not assume any responsibility for damages due to or during removal of existing materials. **Additional trips required due to these issues will result in \$100 per trip charge.**
18. For specialty items and custom orders 50% deposit is required at the time of acceptance and the remaining balance is due before pick-up, delivery, or installation. All special orders from outside vendors may require larger percentage deposit.
19. Orders totaling up to \$500.00 are required to be paid in full at the time of order.
20. All glass and/or mirror products must be inspected at the time of **pick up/delivery or installation.** Anderson Glass LLC is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.
21. Items up to 48" x 48" will be wrapped in brown paper. Sizes larger than 48" x 48" **will not** be packed or wrapped. Packing is available for extra charge and must be requested at the time of order. It is the responsibility of customer to have a suitable vehicle that is prepared to handle the materials to be picked up. It is the customer's responsibility to load materials. Anderson Glass LLC or its agents cannot load your vehicle. During loading, Anderson Glass LLC or its agents will not be held liable for any damages to vehicle, personal items in the vehicle, or any bodily injuries that may occur during loading and transportation.
22. All Freight (Common Carrier) shipments are Curb Side Delivery.
23. On acceptance of the price quoted for the order, Customer agrees to pay a 50% deposit for materials and labor, and to pay the remaining balance of the agreement upon completion of the work. The remaining balance will be paid on the completion of work, and will be charged according to the original payment method on file unless other payment arrangement is made by Customer at the time of payment of deposit.
24. Customer agrees that in the event of any action or proceedings brought for the recovery of amounts due for products or merchandise or services obtained from Anderson Glass LLC to pay all costs of collection including but not limited to attorney's or collection agent's fees. The customer further agrees to pay a \$35.00 fee for each returned check.
25. Anderson Glass LLC is not responsible for any existing structural issues that may interfere with the installation and/or lead to unsightly reveals. Any or all structural modifications that may arise before, during, or after the glass installation are explicitly the customer's responsibility.
26. In instances that the glass shower door is to be installed onto decorative glass tiles, we will not be responsible for damage or breakage of tile. In the event of broken glass-tiles, the customer would have to repair the affected area, and we can return to do the installation again, which may involve additional charges. When designing your shower, it is recommended to avoid decorative glass tiles in the installation area of shower door attachments.
27. If any dimensions are changed after Anderson Glass LLC measurement is completed and the changes in dimensions lead to inability of installation, there will be additional charges as much as fabrication of all materials.
28. Once the delivery/installation appointment for your project is confirmed, this time will be reserved just for you. If you are unable to keep this appointment we will need a notification at least one business day in advance. Otherwise, there may be additional trip charges and further delays due to our scheduling load.
29. Anderson Glass LLC will not hold stock beyond 30 days after purchase date. Customer items must be picked up during this period. We do not accept responsibility for abandoned items. At the end of 30 days, Anderson Glass LLC will discard all remaining items, and no refunds will be issued.
30. Anderson Glass LLC reserves the right, in its sole discretion, to add to, remove, modify or otherwise change any part of these Terms and Conditions, in whole or in part, at any time. No modifications are to be made by redlining, initialing, or changes in the writings, except as otherwise expressly contemplated herein, changes will be effective when approved and signed by two or more Anderson Glass LLC managers.

ACCEPTANCE OF ORDER: I accept the above mentioned description of work for the above price.

I agree to pay a 50% deposit for the materials and labor at the time of acceptance, as well as paying the remaining balance of the agreement at completion. The remaining balance will be paid at the completion of work and will be charged to original payment method on file unless otherwise other payment arrangement is made by me at the time of payment of deposit.

Customer Acceptance: _____

Acceptance Date: _____

ALLEN GLASS COMPANY

P.O. BOX 337 • HEWITT, TEXAS 76643 • (254) 666-7171 • FAX (254) 666-7189

Email Address: dallen@centexblz.rr.com

PROPOSAL

DATE: May 8, 2020

To: City of Hewitt
Fax: kreinke@cityofhewitt.com
Attn: Kevin Reinke

JOB: Water Department Teller _____
ADDRESS: _____
PLANS: _____

We propose to furnish materials in accordance with plans and specifications as follows, with exceptions as noted:

Per Our Discussion
To Furnish & Install:

2 – Fixed Aluminum Frames Approximately 71" X 31"

1 – Fixed Aluminum Frame Approximately 70" X 34"

Frame to be Clear Anodized Aluminum, 2" X 4 1/2" Flush Glaze with Switchable Privacy Glass 9/16" O/A
Includes Timer & Power Supply by Polytronix, Dallas, TX

Amount \$10,252.00

No Tax
No Cleaning or Protection
No Hook Up or Supply to Glass, Timer, or Power Supply

Alternate Add:

As Requested to Provide Level One Ballistic Rating on the Switchable Privacy Glass.
The Frame Has No Ballistic Rating

Add \$3,000.00

TERMS & CONDITIONS:

1. Net on completion – 90% monthly for work completed.
2. No cleaning of glass or storefront materials.
3. Subject to delays caused by strikes, fires, and any cause beyond our control.
4. Our proposal is based on all work being performed during regular work hours. Extra charge will be made for all overtime work.
5. If you use your own contract form in accepting this proposal it is understood that this proposal in its entirety is to become a part thereof.
6. After completion of installation, we assume no responsibility for stains or corrosion, which may occur on metal storefront construction.
7. All invoices are due and payable in Hewitt, Texas.
8. This proposal is subject to revision if not accepted within 30 days after date.
9. Clerical errors are subject to correction prior to acceptance of this contract.

We appreciate this opportunity of submitting our proposal, and if it meets with your approval, kindly sign and return one copy to us for our files.

ACCEPTED:

ALLEN GLASS COMPANY

Firm _____
By _____
Date _____

By Doug Allen _____
Doug Allen

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 11

SUBMITTED BY: Kevin Reinke, Utilities Director

ITEM DESCRIPTION:

Authorize the purchase of a 2021 Ford F-150 Super Cab 4x2 for Utility Services from Rockdale Country Ford in the amount of \$26,375.

STAFF RECOMMENDATION/ITEM SUMMARY:

This item is to purchase a new F-150 on call truck from Rockdale Country Ford. Quote is from Buyboard contract # 601-19.

This is to replace our 2008 F-150 that is used by all staff covering after hour calls.

FISCAL IMPACT:

Amount Budgeted – \$28,000.00
Line Item in Budget- short term financing

SUGGESTED MOTION:

I move to authorize the purchase of a 2021 F-150 Super cab 4x2 from Rockdale Country Ford in the amount of \$26,375.

ATTACHMENTS:

Buyboard quote attached

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF HEWITT			Contractor: ROCKDALE COUNTRY		
Contact Name: KEVIN REINKE			ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY		
Email: KREINKE@CITYOFHEWITT.COM			Prepared By: Averyt Knapp		
Phone #:			Email: aknapp@caldwellcountry.com		
Fax #:			Phone #: 979-567-6116		
Location City & State: HEWITT, TX			Fax #: 979-567-4376		
Date Prepared: OCTOBER 26, 2020			Address: P. O. Box 72, ROCKDALE, TX 76567		
Contract Number: BUY BOARD #601-19			Tax ID # 27-3037856		
Product Description: 2021 FORD F150 SUPER CAB 4X2 SWB X1C					
A Base Price & Options:					\$25,975
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-SUPER CAB, 3.3L-V6, 6-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO, TILT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, 6.5' BED, REAR STEP BUMPER, REVERSE SENSING SYSTEM, MAX LEGAL TINT, FOUR CORNER AMBER LED STROBE LIGHT KIT (TWO GRILLE/TWO TAILGATE)	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$25,975
Quantity Ordered	1
Subtotal E	\$25,975
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$26,375
Estimated Delivery Date:	Q1-2021

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 12

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consider appointment of Municipal Court Judge and Alternate Judge.

STAFF RECOMMENDATION/ITEM SUMMARY:

Per the City Charter, the Municipal Court Judge must be appointed each year. Dan Francis has agreed to serve if reappointed. Dan has been our Judge for many years; he does an excellent job and has a great working relationship with our Court personnel.

Judge Francis has asked for the Council to consider an Alternate Judge who would be authorized to serve in his absence. He has recommended Will Hudson as his Alternate Judge in the event of a conflict.

Staff recommends approval of these appointments.

FISCAL IMPACT:

Amount Budgeted – \$13,200.00
Line Item in Budget – 10-50413-65-00

SUGGESTED MOTION:

I move to approve the appointment of Municipal Court Judge Dan Francis and Alternate Judge Will Hudson.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 13

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider action on appointments and/or reappointments of members to the Parks & Beautification Committee and the Library Board.

STAFF RECOMMENDATION/ITEM SUMMARY:

The terms of Jerry Snider, Conway Briscoe, and Jamie McKinney who serve on the Parks & Beautification Committee expire in December 2020. Jerry Snider, Conway Briscoe, and Jamie McKinney have committed to serving another two year term.

The terms of Eric Ames, Karen Copeland, Lydia Dashner, and Beth Oakley who serve on the Library Board expire in December 2020. Lydia Dashner has committed to serving another two-year term. Eric Ames, Karen Copeland, and Beth Oakley have declined reappointment.

As the Council meetings are closed to the public, these new applicants will not be in attendance. Attached you will find applications for Library board service from Julie Holcomb, Jennifer Hunt, and Jerry Snider who have expressed an interest in serving to replace those individuals.

Staff has vetted these applicants and recommend approval.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget- NA

SUGGESTED MOTION:

I move to reappoint Jerry Snider, Conway Briscoe, and Jamie McKinney to the Parks & Beautification Committee for a two year term expiring in December 2022 and I also move to reappoint Lydia Dashner and to appoint Julie Holcomb, Jennifer Hunt, and Jerry Snider to the Library Board for a two year term ending in December 2022.

ATTACHMENTS:

Board Applications

Current list of Council, Boards, Committees, and Commissions Board

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 <u>2 Yr Term - May</u>	Board of Adjustment <u>2 Yr Term - April</u>	Planning & Zoning Commission <u>3 Yr Term - June</u>	Parks & Beautification Committee <u>2 Yr Term - December</u>	Library Board of Directors <u>2 Yr Term - December</u>
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 (05-2022) 328 Travis Lane 709-3989	(04-2022) Bradley T. Turner 425 W. Chapman 723-4912	(06-2022) VACANCY	(12-2021) Tom Hernandez 1321 Darbyton Drive (563) 271-8536	(12-2021) Betty J. Smith 709 Seminole Trail 666-7931
Bill Fuller Ward 2 (05-2022) 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
Bob Potter Ward 2 (05-2021) 409 W Wall Street 709-3666	(04-2021) Charles Howard 155 Ellis Farm Road 732-4746	(06-2023) VACANCY	(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 (05-2022) 701 Oakmont Drive 709-0030	Alternate (04-2022) VACANCY	(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) Travis Bailey 412 Oklahoma Ave. 666-1492	(12-2020) Jamie McKinney 411 Karen Street (713) 824-4003	Vice President (12-2021) Sally Goldman 132 Texas 666-2436

Updated: 11/17/2020

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: Julie Holcomb

HOME ADDRESS: 112 Travis Ln, Hewitt, TX 76643

DAYTIME TELEPHONE NUMBER: 972-935-4528

E-MAIL ADDRESS: Julie_Holcomb@baylor.edu

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: 9 months

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.

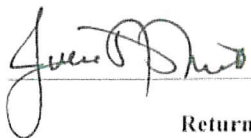
- ☐ Board of Adjustment (must be resident and owner of property in Hewitt)
- ☐ Civil Service Commission (must be resident of Hewitt)
- ☒ 1 Library Board (must be resident of Hewitt)
- ☐ Parks and Beautification Committee (must be resident of Hewitt)
- ☐ Planning and Zoning Commission (must be resident and owner of property in Hewitt)

OTHER WAYS YOU SERVE YOUR COMMUNITY: Board member, Heart of Texas Regional History Fair

SPECIAL INTERESTS/SKILLS/EXPERIENCE/EDUCATION YOU FEEL MAY BE HELPFUL: I have more than 12 years of work experience in libraries (public, academic, school, and museum); earned MLIS from UT Austin in 2000; Certified Archivist.

OCCUPATION/EMPLOYER: Associate Professor of Museum Studies, Baylor University

REFERENCES (MUST BE HEWITT RESIDENTS):
Eric Ames TELEPHONE #: 254-710-1576
Lesia Bush TELEPHONE #: 254-710-1048

SIGNATURE OF APPLICANT: 

DATE: 10/6/2020

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

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: Jennifer (Jenny) Hunt
HOME ADDRESS: 228 Cross Country Drive, Hewitt, TX 76643
DAYTIME TELEPHONE NUMBER: 254-498-0102 E-MAIL ADDRESS: jennifermhunt@gmail.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: 10 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.

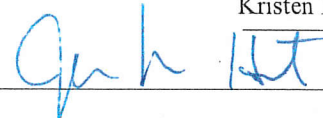
☐ Board of Adjustment (must be resident and owner of property in Hewitt)
☐ Civil Service Commission (must be resident of Hewitt)
☒ Library Board (must be resident of Hewitt)
☐ Parks and Beautification Committee (must be resident of Hewitt)
☐ Planning and Zoning Commission (must be resident and owner of property in Hewitt)

OTHER WAYS YOU SERVE YOUR COMMUNITY: member of Trinity at Badger Ranch church, kids attend Midway ISD

SPECIAL INTERESTS/SKILLS/EXPERIENCE/EDUCATION YOU FEEL MAY BE HELPFUL: I work in book publishing at Baylor University Press and have experience with distributing books and ebooks to academic libraries

OCCUPATION/EMPLOYER: book publishing/Baylor University

REFERENCES (MUST BE HEWITT RESIDENTS): Eric Ames TELEPHONE #: (254) 710-1576
Kristen Ebell TELEPHONE #: (909) 803-4637

SIGNATURE OF APPLICANT:  DATE: 10/8/20

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

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: Jerry Snider
HOME ADDRESS: 108 Brenda Dr.
DAYTIME TELEPHONE NUMBER: 254-644-0080 E-MAIL ADDRESS: jerry@allinhealthandwellness.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: 11/8/02 - present

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)
2 Library Board (must be resident of Hewitt)
1 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: Volunteer coach @ ECA, Running for Readers

SPECIAL INTERESTS/SKILLS/EXPERIENCE/EDUCATION YOU FEEL MAY BE HELPFUL: fundraising
marketing, networking

OCCUPATION/EMPLOYER: Self employed

REFERENCES (MUST BE HEWITT RESIDENTS): Shawn Hernandez TELEPHONE #: 254-495-9214
Chris Hoke TELEPHONE #: 254-495-2786

SIGNATURE OF APPLICANT: [Signature] DATE: 10/20/2020

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

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 14

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration and action on a **Resolution No. 2020-14** amending and adopt the City of Hewitt's Investment Policy.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City's Investment Policy shall be reviewed and adopted at least annually by resolution of the City Council. The City Council shall review and approve the Policy and investment strategies annually, approving any changes or modifications, at a legally scheduled meeting.

Please see attached for changes, clarifications and additional wording added to this year's update of the Policy. Staff recommends adoption of the proposed Investment Policy.

FISCAL IMPACT:

Amount Budgeted – n/a

Line Item in Budget – n/a

SUGGESTED MOTION:

I move to approve Resolution No. 2020-14 amending and adopting the City of Hewitt's Investment Policy.

ATTACHMENTS:

Resolution No. 2020-14 dated 12-7-2020
Proposed Investment Policy

RESOLUTION NO. 2020-14

**A RESOLUTION BY THE CITY COUNCIL OF
THE CITY OF HEWITT, TEXAS, AMENDING
AND APPROVING THE CITY OF HEWITT
INVESTMENT POLICY; AND DETERMINING
THAT THE MEETING AT WHICH THIS
RESOLUTION IS PASSED WAS NOTICED
AND HAS BEEN OPEN TO THE PUBLIC AS
REQUIRED BY LAW**

WHEREAS, the Hewitt City Council adopted an Investment Policy governing investment of City funds in compliance with the Public Funds Investment Act; and

WHEREAS, the Public Funds Investment Act requires that an annual review of public fund investment policies and strategies be conducted; and

WHEREAS, amendments to the Investment Policy are required by the Public Funds Investment Act to be approved by the Hewitt City Council; and

WHEREAS, the City's Investment Advisors, the City Manager, and the Finance Director, have reviewed the Investment Policy and are in agreement that it is of benefit to the City of Hewitt to amend the Investment Policy; and

WHEREAS, the attached Investment Policy amends the City's former Investment Policy and complies with the Public Funds Investment Act, and authorizes the investment of City funds in safe and prudent investments.

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

SECTION 1. The facts and recitations contained in the above preamble of this Resolution are hereby incorporated for all purposes.

SECTION 2. The City Council of the City of Hewitt approves the revised investment policy (as shown in the attached Exhibit A) and is hereby adopted by the City of Hewitt to be effective immediately.

SECTION 3. It is hereby officially found and determined that the meeting at which this resolution is passed was noticed and has been open to the public as required by law.

PASSED AND APPROVED this the 7th day of December 2020.

CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

**INVESTMENT POLICY
CITY OF HEWITT
Approved by City Council
December 7, 2020**

Deleted: December 2, 2019

Deleted: XX

I. POLICY

It is the policy of the City of Hewitt (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to achieve reasonable interest earnings based on market conditions.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City funds. The City's investment portfolio shall be designed and managed in a manner intended to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- * **Safety** and preservation of principal
- * Maintenance of sufficient **liquidity** to meet operating needs
- * **Diversification** to minimize market risks
- * **Public trust** from prudent investment activities
- * Achievement of **reasonable interest earnings**

II. PURPOSE

The purpose of this Investment Policy is to establish guidelines and policies controlling the investment of the City's funds. The Policy is designed to comply with Chapter 2256 of the Texas Government Code, the Public Funds Investment Act, (the "Act"), which requires the City to adopt a written Investment Policy regarding the investment of its funds and funds under its control. This Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

III. SCOPE

This Policy shall govern the investment of all financial assets of the City. All funds accounted for in the City's Comprehensive Annual Financial Report (CAFR) are to be governed by this Policy and include:

- General Fund
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Any new fund created by the City, unless specifically exempted from this Policy by law.

Deleted: .

This Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds.

IV. INVESTMENT OBJECTIVES AND STRATEGIES

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield.** The safety of the principal invested will represent the primary objective.

The City shall maintain a comprehensive cash management program, which includes timely collection of account receivables, timely payments to vendors in accordance with invoice and available discount terms, and prudent investment of all assets.

Attention to cash management principles will assure that cash is available when needed and all funds will be invested to obtain the best use of City assets to obtain a reasonable market rate of earnings.

The City shall maintain a "buy and hold" portfolio strategy. Maturity dates are to be matched with cash flow requirements and investments purchased with the intent to be held until maturity. Investments shall not be sold or redeemed prior to maturity with the following exceptions:

- An investment with declining credit may be sold or redeemed early to minimize loss of principal, or
- Liquidity needs of the portfolio require that the investment be sold or redeemed.

Safety [PFLA 2256.005(b)(2)]

Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital throughout the portfolio. Safety will be attained through mitigating credit and interest rate risk.

- Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by purchasing high credit quality securities and diversifying the investment portfolio by market sector and maturity so that potential losses on individual issuers will be minimized.
- Interest Rate Risk – The City will minimize the realized risk that the market value of investments in the portfolio will fall due to changes in general interest rates by analyzing cash flow and investing within the parameters of that cash flow and diversifying by market sector and maturity.

Deleted: .

Liquidity [PFIA 2256.005(b)(2)]

The investment portfolio shall remain sufficiently liquid to meet all anticipated operating requirements by structuring the portfolio maturities with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in cash equivalent alternatives such as financial institution deposits, money market mutual funds, and local government investment pools that offer same-day liquidity.

Diversification

The portfolio will be diversified by investment types and maturity to avoid market risks and issuer default, as appropriate.

Public Trust

All participants in the City's investment process shall act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

Yield (Optimization of Interest Earnings) [PFIA 2256.005(b)(3)]

The investment portfolio shall be designed with the objective of attaining a reasonable market yield at all times, taking into account the investment risk constraints and liquidity needs of the City. Return on investment is of lesser importance compared to the safety and liquidity objectives described above.

Investment Strategies by Fund Type:

1. General, Enterprise, or Operating-type Funds

Suitability – Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating-type funds.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

Deleted: a quarter of a percentage

Liquidity – General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Financial institution deposit accounts, short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Deleted: Demand

Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

2. Capital Projects Funds

Suitability – Any investment eligible in the Investment Policy is suitable for Capital Projects Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Projects Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

Deleted: a quarter of a percentage

Liquidity – Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Financial institution deposit accounts, short term investment pools and money market mutual funds will provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Deleted: Demand

Diversification – Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield – Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury-Bill portfolio will be the minimum yield objective for non-borrowed funds.

3. Debt Service Funds

Suitability – Any investment eligible in the Investment Policy is suitable for Debt Service Funds.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity – Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Financial institution deposit accounts, short term investments pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Deleted: Demand

Diversification – Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio shall be the minimum yield objective.

4. Debt Service Reserve Funds

Suitability – Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment’s market risk if the City’s debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or five years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing’s documentation will influence the attractiveness of market risk and influence maturity extension.

Marketability – Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City’s debt holders. The funds are “returned” to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Diversification – Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield – Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

V. RESPONSIBILITY AND CONTROL

Delegation of Authority [PFIA 2256.005(f)]

Investment Officer(s)

In accordance with the Act, the City Council designates the City Manager and the Finance Director as the City's Investment Officers. An Investment Officer is authorized to execute investment transactions and transfer funds between City accounts on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Policy. The investment authority granted to an Investment Officer is effective until rescinded by the City Council.

The City Council shall provide periodic training in investments for the Investment Officer(s) through courses and seminars offered by professional organizations, associations, and other independent sources approved by Council. Training will be in accordance with the provisions of the Act and is to ensure the quality and capability of investment management in compliance with the Act. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

Deleted:

Investment Officer(s) shall attend ten (10) hours of investment training within twelve (12) months of attaining the position and shall receive eight (8) hours of investment training not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The Government Finance Officers Association of Texas (GFOAT), Government Treasurers' Organization of Texas (GTOT), Texas Municipal League (TML), University of North Texas (UNT), Texas Association of Regional Councils, American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA) are approved independent training sources.

Deleted:

Internal Controls

The Investment Officer is responsible for establishing and maintaining internal controls to protect the assets of the City from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, within the scope of the annual audit, the City shall establish a process for annual independent review by an external auditor to assure compliance with this Policy and supporting procedures. At a minimum, the internal controls shall address the following points:

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Delegation of authority to subordinate staff members.
- Written reporting and confirmation for all investments and wire transfers.

Prudence (PFIA 2256.006)

The standard of care as defined by the Act and to be applied by the Investment Officer at all times shall be the “prudent person” rule. This rule states that:

Deleted: prudence

“Investments shall be made with judgment and care, under prevailing circumstances, that a person, of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

Deleted: circumstances then

Deleted: which

Deleted: s

Deleted: ir

Deleted: their

Deleted: as well as

In determining whether an Investment Officer has exercised prudence in the performance of their duty, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

The Investment Officer, if acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for any specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest [PFIA 2256.005(i)]

The Investment Officer(s), and employees involved in the investment process, shall refrain from any personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions.

Investment Officer(s) shall disclose any personal or business relationship involving material interests in financial institutions with which the City conducts business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officer(s) shall refrain from undertaking personal investment transactions with the same individual or firm with which business is conducted on behalf of the City.

Any Investment Officer(s) of the City who has a personal business relationship with an organization, or is related with in the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship, in accordance with the Act, with the Texas Ethics Commission and the City Council.

Deleted: ,

Deleted: ,

VI. SUITABLE AND AUTHORIZED INVESTMENTS

City funds may be invested only in the instruments described below, all of which are authorized and further defined by the Act. Investment of City funds in any instrument or security not authorized for investment under the Act is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase. The City will create a competitive environment for all individual security purchases and sales, financial institution deposits, money market mutual funds, and local government investment pools, as appropriate.

1. Obligations, including letters of credit, of the United States of America, its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding those prohibited by the PFIA.
2. Certificates of Deposit and other evidences of deposit at a financial institution that, i) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, ii) is secured by obligations in a manner and amount provided by law for deposits of the City, or iii) is placed in compliance with the requirements of the PFIA.
3. Fully collateralized repurchase agreements executed in compliance with the Act, under the terms of an executed Master Repurchase Agreement, and secured in accordance with this Policy.
4. AAA-rated, SEC registered money market mutual funds which strive to maintain a net asset value of \$1.0000 per share.
5. AAA-rated, Texas local government investment pools, which meet all the requirements of the Act. Participation in any pool must be authorized by resolution of the City Council.

Un-Authorized Investments [PFIA 2256.009(b)(1-4)]

Mortgage backed securities including interest-only or principal-only collateralized mortgage obligations (CMO), inverse floating interest rate CMO or CMO with a maturity date of over 10 years are strictly prohibited for investment by the City.

Credit Rating and Effect of Loss of Required Rating [PFIA 2256.021]

No less than quarterly, the Investment Officer will obtain the current credit rating for each held investment from a reliable source to ensure that the investment has maintained the required minimum rating. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

VII. INVESTMENT PARAMETERS

Commented [EU1]: This section seems redundant.

Maximum Maturities and Maximum WAM [PFIA 2256.005(b)(4)(B)]

The longer the maturity of securities, the greater the price volatility and market risk. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities which match cash flow needs to limit risks caused by changes in interest rates.

Deleted: investments

The City shall attempt to match its investments with anticipated cash flow requirements. The City's fund-type investment strategies will determine appropriate maximum maturity and weighted average maturity. Certificates of deposit and repurchase agreements may be collateralized using longer dated investments in accordance with this Policy.

Dollar-weighted average maturity will be calculated using the stated final maturity dates of each security. [PFIA 2256.005(b)(4)(C)]

VIII. AUTHORIZED BANKS AND DEALERS

Formatted: Font: Bold

The process of obtaining and contracting with a primary depository to serve the banking service needs of the City will be governed by Chapter 105 of the Local Government Code: Depositories for Government Funds and Chapter 2257, the Public Funds Collateral Act, Texas Government Code.

At least every five (5) years a primary depository shall be selected for banking services through the City's procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined through a competitive process and evaluation of applications will include the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with State law.
- The ability to provide required banking services.
- Creditworthiness and financial stability of the depository.
- The ability to provide cost effective services as defined by the City based on the lowest net banking service cost, consistent with the ability to provide the required levels of service.

The City may utilize other financial institutions as depositories for deposits and the purchase of certificates of deposit under the terms of a written depository/collateral agreement as defined by this Policy.

Collateral Policy (PFCA 2257.023)

Collateral Pledged to the City by Depositories

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all financial institution deposits in a depository above the FDIC insurance coverage. In order to anticipate and provide for market price fluctuations and provide a required level of security for all funds, with the exception of deposits secured with irrevocable letters of credit from a U.S. Government Agency at 100% of principal and accrued interest, the depository will provide and maintain collateral whose market value equals or exceeds 102% of the total value of principal and accrued interest on City deposits less an amount insured by the FDIC.

Any financial institution designated as a depository by the City will provide collateral in accordance with this Policy and applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as a depository will be required to sign a Depository/Collateral Agreement with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

The written agreement will specify the acceptable collateral, require independent safekeeping of the collateral, require City approval before substitution or release of investment securities, provide for original safekeeping receipts, and complete monthly reporting of collateral including the valuation of securities.

A clearly marked evidence of pledge must be supplied to the City and retained by the Investment Officer(s). A monthly collateral report provided by the custodian shall be reviewed by the Investment Officer(s) to assure that the market value of the pledged securities is adequate.

Collateral may be held only by an independent institution including a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the City.

A Repurchase Agreement, as authorized by the Act, has a defined termination date, is secured by a combination of cash and obligations as described by Section 2256.009(a)(1) and requires the securities being purchased by the City or cash held by the City to be pledged to the City, held in

the City's account, and deposited at the time the investment is made with the City or with a third-party selected and approved by the City. Securities (termed as collateral) are bought (i.e. owned) under a Repurchase Agreement and will be maintained at a margin of 102% and settled delivery versus payment. The collateral terms and conditions will be controlled by a written repurchase agreement.

Deleted: delivered

Authorized Collateral for Depositories and Repurchase Agreements

Deleted: F

The City shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities, including mortgage backed securities which pass the high-risk mortgage obligation test, and irrevocable letters of credit issued by the Federal Home Loan Bank.
- Direct obligations of any U.S. state or its subdivisions rated at least A by at least one nationally recognized rating agency.

All collateral shall be subject to inspection and audit by the Investment Officer(s) and the City's independent auditors.

Authorized Brokers/Dealers (PFIA 2256.025)

The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers (see Attachment A) authorized to engage in securities transactions with the City. To purchase securities, the City must have a list of no less than two broker/dealers.

Authorized brokerage firms may include primary dealers or regional broker/dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

Delivery vs. Payment [PFIA 2256.005(b)(4)(E)]

Securities purchased by the City shall be settled into the City's account with the safekeeping agent on a **delivery versus payment** (DVP) basis. DVP assures that City funds will not be released until the purchased security has been received. Securities will be held by an independent third-party safekeeping agent as evidenced by safekeeping receipts.

PFIA Policy Certificates

All local government investment pools and discretionary investment management firms (business organizations) will be required to provide information regarding the business organization and the individual representative as required by the City. Each business organization will be required to sign a certification acknowledging that the business organization

Deleted: manager

Deleted: ,

has received and reviewed the City's current Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards, as required by the Act. When material changes are made to the Policy, re-certification is required.

IX. PERFORMANCE BENCHMARK

The City's investment portfolio will be managed in accordance with the parameters specified within this Policy including the objective of a reasonable market yield commensurate with the investment risk constraints and the cash flow requirements of the City.

The weighted average yield to maturity (the standard for calculating portfolio rate of return) on the total portfolio will be calculated and reviewed on at least a quarterly basis. In accordance with the City's cash flow needs and based on the maximum weighted average maturity of the adopted Investment Strategy, the City's portfolio shall be designed with the objective of regularly meeting or exceeding the respective Strategy's average yield on the appropriate US Treasury-Bill for the same period. This benchmark is not just a measure of market performance but equally a measure of the risk in the portfolio.

X. REPORTING (PFLA 2256.023)

Deleted: I

The Investment Officers shall prepare for the City Council an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in detail and summary information. This reporting shall be made in accordance with the Act.

The quarterly investment report shall include a summary statement of investment activity during the period. This summary will be prepared in a manner that will allow the City Council to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will include the following at a minimum:

- A listing of individual investments held at the end of the reporting period.
- Unrealized gains or losses at the end of the period (the difference between current and prior market value).
- Average weighted yield to maturity of portfolio.
- Fully accrued interest for the reporting period and total earnings for the period.
- The percentage of the total portfolio by type of investment.
- Statement of compliance of the City's investment portfolio with State law and the investment strategy and Policy approved by the City Council.

Deleted: and book

Market values will be obtained from reputable and independent sources.

In conjunction with the annual audit, an independent auditor will perform a formal annual review of the quarterly reports with the results reported to the City Council by that auditor [PFIA 2256.023(d)].

XI. INVESTMENT POLICY ADOPTION [PFIA 2256.005(e)]

Deleted: 1

The City's Investment Policy shall be reviewed and adopted at least annually by resolution of the City Council. It is the City's intent to comply with State laws and regulations. The City's Investment Policy may be revised by Council consistent with changing laws, regulations, or the needs of the City. The City Council shall review and approve the Policy and investment strategies annually, approving any changes or modifications, at a legally scheduled meeting.

Adopted by Hewitt City Council: December XX, 2020

Deleted: 2

Deleted: 2019

Attachment A

**City of Hewitt, Texas
Authorized Broker/Dealer List**

FHN Financial Capital Markets
Zach Brewer
920 Memorial City Way, 13th Floor
Houston, TX 77024
713-435-4351

Duncan Williams, Inc.
Patrick Boyer
6750 Poplar Avenue
Suite 100
Memphis, TN 38138
901-604-6811

SAMCO Capital Markets, Inc.
Robert Phillips
1700 Pacific Avenue
Suite 2000
Dallas, TX 75201
214-765-1408

Deleted: Raymond James & Associates, Inc.
Deleted: Phil Hartigan
Deleted: ¶ 1130 North Carroll Avenue, Ste. 100¶ Southlake, TX 760
Deleted: 92
Deleted: 844-811-7731¶

Wells Fargo Brokerage Services, L.L.C.
Chuck Landry
1445 Ross Avenue
Suite 210
Dallas, TX 75202
800-937-0998
214-777-4018

Note: The firm name is authorized. Contact data informational only.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 15

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and action on a **Resolution No. 2020-15** authorizing the City Manager to enter into a two year agreement with the Greater Hewitt Chamber of Commerce for marketing and promotion.

STAFF RECOMMENDATION/ITEM SUMMARY:

For several years the City of Hewitt has entered into an agreement with the Greater Hewitt Chamber of Commerce for the marketing, promotion and advertising of Hewitt for the purposes of increasing tourism to the community and helping Hewitt be a more attractive community to live in. Also, the agreement provides for the Chamber to utilize the Depot as an office location.

FISCAL IMPACT:

Amount Budgeted – \$30,000 per year

Line Item in Budget – FY '20-'21 budget from the Hotel/Motel Fund

SUGGESTED MOTION:

I move to approve Resolution No. 2020-15 authorizing the City Manager to enter into a two year agreement with the Greater Hewitt Chamber of Commerce.

ATTACHMENTS:

Resolution No. 2020-15

Agreement/Supporting documents

RESOLUTION NO. 2020-15

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

That the Publicity and Tourism Agreement between the City of Hewitt and the Greater Hewitt Chamber of Commerce for the purpose of marketing and promotion 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 7th day of December, 2020.

CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Michael W. Dixon, City Attorney



**Publicity and Tourism Agreement Between the City of Hewitt, Texas
and The Greater Hewitt Chamber of Commerce**

This Agreement is made and effective on the 1st Day of January 2021 by and between the City of Hewitt, Texas ("City") and the Greater Hewitt Chamber of Commerce ("Chamber").

I.

The City of Hewitt, Texas, by authority of powers granted to it under the state statutes and its Home-Rule Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Hewitt.

II.

The revenue generated by the hotel occupancy tax within the city generally may be expended on endeavors that promote tourism and the convention and hotel industry (See: Texas Tax Code, Chapter 351 et. Seq.). In furtherance of these statutory requirements and the City's obligations concerning use of municipal hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry and in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefit, the City hereby agrees to pay the Chamber \$2,500 per month, payable the first of each month during the term of this agreement. The term of this Agreement is effective January 1, 2021 thru December 31, 2022. The Chamber agrees that any local hotel occupancy tax funds paid into it by the City shall be used for purposes prescribed by State Statute which generally includes expenditures on items which promote tourism and the convention and hotel industry and are tied to the following:

- Convention center facilities and visitor information centers.
- Furnishing of facilities, personnel and materials for the registration of convention delegates.
- Advertising, conducting solicitations, and promotional activities which attract tourists and convention delegates.
- Advertising, conducting solicitations, and promotion of the arts; historical restoration and preservation projects or museums.
- Related administrative costs

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City of Hewitt by publishing and distributing brochures, community information packets, maps, by advertising in various tourists publications and general media publications which are appropriate, by representing the City at promotional events, by participating with state and regional agencies in tourist and visitor development programs to benefit the local area and to the City of Hewitt, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City of Hewitt.

The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City of Hewitt through all of such activities, that it will provide tourist-related information about the City of Hewitt upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding tourist and visitor derived economy.

The foregoing services as additionally described in Section IV and Attachment A serve a public purpose of the City as required by law. Also required by law is that a public purpose service contract contain a provision allowing for the recovery of government funding if the public purpose is not served. Therefore, if it is determined by the City Council, after notice to the Chamber and opportunity to be heard, that funds under this Agreement have been used for other than the City's public purpose, the Chamber must repay the amount of such funds found to be improperly used within 10 days of receipt of a written demand from the City. If the Chamber fails to timely repay to the City the demanded amount, the City may suspend further payments to the Chamber under this Agreement. If the default continues for more than 60 days after the written demand for repayment, the City may terminate this Agreement.

The foregoing is added for purposes of legal compliance and should not be viewed as any slight or concern regarding the Chamber, with which the City has had a productive relationship.

III.

It is expressly understood and agreed by and between the parties that the Chamber is engaged as an independent contractor and is not an officer, agent, or employee of the City.

IV.

The Chamber hereby agrees that it shall utilize all hotel occupancy tax funding in accordance with the General Promotional Program attached as Attachment "A" incorporated and herein made part of this agreement. The City agrees that the expenditures made by the Chamber pursuant to the General Promotional Program attached as Attachment "A" comply with the applicable Texas Tax Code provisions regarding the use of hotel occupancy tax funds.

The Chamber agrees to conduct activities in accordance with this agreement and applicable State Statute and shall maintain and make available to the City complete and accurate financial records of each expenditure of hotel occupancy tax. The Texas Tax Code authorizes the expenditure of hotel occupancy tax proceeds for the following administrative costs: day-to-day operations, supplies, salaries, office rental, travel expenses, and "other administrative costs only if" costs are incurred directly in the promotion and servicing of expenditures authorized under section 351.101 (a) of the Texas Tax Code.

V.

In furtherance of these purposes the City hereby authorizes the Chamber to utilize the Historic Hewitt Depot ("Depot") building and associated real property, located at 101 Third Street, Hewitt, Texas 76643.

The Chamber of Commerce shall secure sufficient numbers of employees to accomplish this Agreement. The Chamber of Commerce shall generally operate and be open to the public on a full-time basis during normal business hours during the term of this agreement.

The Chamber will operate Hewitt's Historic Depot Building as a Visitor Information Center, Chamber office, and public museum on a regular full-time basis and will generally operate during accepted business hours.

VI.

The Chamber shall not pay rent or any fee for use of the Depot. The Chamber will pay for operation and routine maintenance and lawn care of the Depot and grounds.

Chamber shall pay all charges for water, sewer, telephone and other services and utilities used by Chamber at the Depot during the term of this agreement unless otherwise expressly agreed in writing by City.

Chamber shall pay such amounts within fifteen (15) days of invoice. The City will pay electricity costs. The City agrees that the expenditures made by the Chamber pursuant to this paragraph comply with the applicable Texas Tax Code provisions regarding the use of hotel occupancy tax funds. Chamber acknowledges that the Depot is designed to provide standard office use electrical facilities and standard office lighting. Chamber shall not use any equipment or devices that utilize excessive electrical energy or which may, in City's reasonable opinion, overload the wiring. City shall have the right to enter upon the Depot Premises at reasonable hours to inspect and maintain the same, provided City shall not thereby unreasonably interfere with Chamber's business in the Depot. Chamber shall have the right to reorganize and place office furniture into the Depot. The current decorations and railroad memorabilia shall not be removed from the Depot without the written consent of City. Decorations and memorabilia that are affixed to any wall shall not be moved without the written consent of City. Chamber shall not have the right to remodel or make additions to the Depot without the written consent of City. Chamber shall be responsible for the repair of any damages caused by any alterations that it makes to the Depot.

To the extent not covered by any policy of insurance maintained by City upon the Depot, the Chamber shall be liable for repair of any damages caused by the Chamber to Depot during the term of this agreement. During the term of this agreement, and to the extent not covered by any policy of insurance maintained by City upon the Depot, Chamber shall provide and make, at Chamber's expense, all necessary maintenance and repairs to the Depot and the Depot premises. Chamber shall keep and maintain such items as floors, walls, ceilings, toilets, sinks, landscaping and other parts of the Depot and Depot premises damaged or worn through normal occupancy, except major mechanical, electrical, plumbing systems or the roof, subject to the obligations of the parties otherwise set forth in this agreement.

The Chamber shall not have the right to assign this agreement to a corporation with which Chamber may merge or consolidate, to any subsidiary of Chamber, to any corporation under common control with Chamber, or to a purchaser of substantially all of Chamber's assets. Chamber shall not sublease all or any part of the Depot or property or assign this agreement in whole or in part.

Use of the Depot by the Chamber is on a year to year basis and is contingent upon an approved Publicity and Tourism Agreement between the City and the Chamber. Termination of this Agreement results in termination of the Chamber's right to use the Depot.

VII.

To the extent not covered by any policy of insurance maintained by City upon the Depot, should the Depot premises or any other part of the Depot is damaged by fire or other casualty that prevents Chamber from using the Depot, City shall have no responsibility to provide compensation for Chamber property or for another facility for the Chamber office.

If the Depot premises are damaged by fire or other casualty resulting from any act or negligence of Chamber or any of Chamber's agents, employees or invitees Chamber shall be responsible for the costs of repair not covered by insurance.

City shall maintain fire and extended coverage insurance on the Depot and the Depot premises in such amount as City shall deem appropriate. Chamber shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the Depot. City shall not provide insurance coverage for any of the Chamber's personal property.

Chamber shall secure and carry at its own expense a general liability policy insuring Chamber and City against any claims based on bodily injury (including death) or property damage arising from the condition of the Depot premises or their use by Chamber, such policy to insure Chamber and City against any claim up to \$500,000 for bodily injury, property damage or combination thereof. This insurance shall be primary to and not contributory with any insurance carried by City, whose insurance shall be considered excess. City shall be included in such policy as additional insured. Chamber shall provide City with current Certificates of Insurance evidencing Chamber's compliance with this Paragraph within fifteen (15) days of the effective date of this agreement. Chamber shall obtain the agreement of Chamber's insurers to notify City that a policy is due to expire at least ten (10) days prior to such expiration.

VIII.

Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City to:

City of Hewitt
Attn: City Manager
200 Patriot Court
Hewitt, TX 76643

If to Chamber to:

Greater Hewitt Chamber of Commerce
Attn: Executive Director
P.O. Box 661
Hewitt, TX 76643

City and Chamber shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

IX.

No waiver of any default of City or Chamber hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Chamber shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

The provisions of this agreement shall extend to and be binding upon City and Chamber and their respective legal representatives, successors and assigns.

City shall not unreasonably withhold or delay its consent with respect to any matter for which City consent is required or desirable under this agreement.

This agreement terminates supersedes all prior understanding or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

Chamber shall not have the right to renew this agreement for any term without the written consent of City. City may extend the term of this agreement for an additional twelve (12) month period with the written consent of Chamber. Attachment "A" is subject to change provided that any such change is agreed upon in writing by Chamber and City. Chamber's inability to provide services under this agreement for reasons outside of its control; including but not limited to termination of an event due to bad weather conditions, acts of God, or prospective financial loss, shall not void the agreement. Rather, Chamber shall replace City's promotion by alternate method agreeable to Chamber and City. The next review of this Agreement shall take place by the 1st day of October 2022 and renewal of this Agreement shall take place by the 1st day of January 2023.

This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

For the City

For the Chamber

Bo Thomas, City Manager

Alissa Cady, Executive Director

DATE

DATE

GREATER HEWITT CHAMBER ANNUAL INVESTMENT CONTRACT

PRINT: HEWITT EXPRESS MAGAZINE • 3000 QUARTERLY DISTRIBUTION RATE	21 Rate	Qty	Tot
Business Card company ad sponsorship	\$ 144.00		\$ -
1/4 Pg company ad sponsorship	\$ 280.00		\$ -
Banner Ads: Calendar	\$ 340.00		\$ -
Banner Ads: New Member Welcome brought to you by your business	\$ 340.00		\$ -
1/2 page company ad sponsorship	\$ 385.00		\$ -
Full Page Chamber Corner - Maximizing Your Membership	\$ 340.00		\$ -
Full Page Midway ISD Athletics brought to you by your business	\$ 340.00		\$ -
Full Page: MISD Campus Teacher	\$ 340.00		\$ -
Full Page: Greater Hewitt Business, Money and Economics	\$ 340.00		\$ -
Full page company ad sponsorship (CITY/HOTEL PR)	\$ 520.00	10	\$ 5,200.00
Inside Front Cover	\$ 580.00		\$ -
Inside Back Cover * New	\$ 580.00		\$ -
Back cover sponsorship	\$ 665.00		\$ -

PRINT: COMMUNITY GUIDE & BUSINESS DIRECTORY • 3000 ANNUAL DISTRIBUTION	21 Rate	Qty	Tot
Business card sponsorship	\$ 267.00		\$ -
1/4 Pg sponsorship	\$ 350.00		\$ -
Banner Ad: Events	\$ 370.00		\$ -
Banner Ad: Shop Local / Greater Hewitt Map	\$ 370.00		\$ -
Banner Ad: Attractions	\$ 370.00		\$ -
Banner Ad: Resident Resources	\$ 370.00		\$ -
Banner Ad: Midway District Contact Map Banner Ad	\$ 370.00		\$ -
Banner Ad: Business & Industry	\$ 370.00		\$ -
1/2 Pg sponsorship	\$ 450.00		\$ -
Full pg sponsorship w/ bleed	\$ 650.00	10	\$ 6,500.00
Inside Front Cover	\$ 825.00		\$ -
Inside Back Cover	\$ 825.00		\$ -
Outside Back Cover	\$ 965.00		\$ -

CHAMBER DIGITAL ADVERTISING	21 Rate	Qty	Tot
Webinars	\$ 45.00		\$ -
E-Bulletin • 6.5x1.5 Banner linked to member website (<i>weekly rate</i>)	\$ 35.00	156	\$ 5,460.00
Chamber Website Home Page Ad (<i>monthly rate</i>)	\$ 67.00	36	\$ 2,412.00
e-Blast • Exclusive e-mail (2,000+ subscribers)	\$ 84.00	12	\$ 1,008.00

CHAMBER EVENT: ANNUAL BANQUET • JANUARY • WCC • 5:30 P.M.	21 Rate	Qty	Tot
Presenting Sponsor - 16 tickets: Sponsored by Cen-Tex Roof Systems	\$ 3,100.00		\$ -
Diamond - 8 tickets	\$ 1,855.00		\$ -
Platinum - 8 tickets	\$ 1,000.00		\$ -
Gold - 6 tickets	\$ 720.00		\$ -
Scholarship Recipients - 5 tickets	\$ 620.00		\$ -
Business Awards - 5 Tickets	\$ 620.00		\$ -
Silver - 3 tickets	\$ 410.00		\$ -
Bronze - 2 tickets	\$ 310.00		\$ -
Tables of 8 (total 16 seats, 8 comp, 8 included in agree.)	\$ 500.00	1	\$ 500.00
Member Ticket/Each	\$ 65.00		\$ -

CHAMBER EVENT: STUDENT OF THE YEAR • FEBRUARY	21 Rate	Qty	Tot
Presenter	\$ 600.00		\$ -
Prizes Sponsor	\$ 310.00		\$ -
Supporting Sponsor	\$ 210.00	1	\$ 210.00

CHAMBER EVENT: OPERATION THANK YOU • MARCH	21 Rate	Qty	Tot
Presenting Sponsor	\$ 515.00		\$ -
Goodie Bag Sponsor	\$ 385.00	1	\$ 385.00
Volunteer Lunch Sponsor	\$ 285.00		\$ -

CHAMBER EVENT: CREEKSIDE CAR SHOW & CONCERT • APRIL		21 Rate	Qty	Tot
Presenting Sponsor	\$	4,300.00		\$ -
Entertainment Sponsor	\$	2,100.00		\$ -
Car Show Sponsor	\$	1,700.00	1	\$ 1,700.00
Media: TV/News	\$	1,100.00		\$ -
Media: Cable/Internet	\$	1,100.00		\$ -
Media: Radio	\$	1,100.00		\$ -
Media: Digital	\$	1,100.00		\$ -
Tote Bag Sponsor	\$	960.00		\$ -
Volunteer T-Shirt Sponsor	\$	715.00		\$ -
Koozie Sponsor	\$	600.00		\$ -
Tire Pressure Gauge	\$	475.00		\$ -
Photobooth Sponsor	\$	385.00		\$ -
Car Show T Shirt Sponsor	\$	375.00		\$ -
Fiesta Sponsor	\$	330.00		\$ -
Parking Sponsor	\$	330.00		\$ -
Event Schedule & Vendor Map Sponsor	\$	275.00		\$ -
Car Show Windshield	\$	225.00		\$ -
Kids Zone	\$	220.00		\$ -
First Aid Station	\$	135.00		\$ -
CITY EVENT: HERO DAY • JUNE		21 Rate	Qty	Tot
Presenting	\$	3,100.00		\$ -
Media Sponsor	\$	1,000.00		\$ -
Meal Sponsor	\$	565.00		
Touch-a-Truck Sponsor	\$	255.00		\$ -
Crafts	\$	200.00		\$ -
Dunking Booth Sponsor	\$	200.00		\$ -
Supporting Sponsor	\$	100.00		\$ -
CITY EVENT: NATIONAL NIGHT OUT • AUGUST		21 Rate	Qty	Tot
Entertainment Sponsor	\$	675.00		\$ -
T-Shirt Sponsor	\$	275.00		\$ -
Golf Cart	\$	260.00		\$ -
Sunglasses Sponsor	\$	235.00		\$ -
Koozie Sponsor	\$	150.00		\$ -
Meal Sponsor	\$	125.00		\$ -
Tattoo Sponsor	\$	100.00		\$ -
CHAMBER EVENT: HEWITT EXPRESS GOLF CLASSIC • SEPTEMBER		21 Rate	Qty	Tot
Presenting Sponsor	\$	6,300.00	1	\$ 6,300.00
Prizes Sponsor	\$	4,600.00		\$ -
Media Sponsor TV/News	\$	3,200.00		\$ -
Media Sponsor Cable/Internet	\$	1,100.00		\$ -
Media Radio	\$	1,100.00		\$ -
Polo Shirt	\$	2,600.00		\$ -
Golf Cap	\$	2,100.00		\$ -
Golf Cooler	\$	1,750.00		\$ -
17 oz. Stainless Steel Insulated Water Bottle	\$	1,750.00		\$ -
Umbrella	\$	1,700.00		\$ -
Stainless Steel Tumbler	\$	1,600.00		\$ -
Wilson Ultra Golf Balls	\$	1,500.00		\$ -
Tote bag for sponsored goodies	\$	1,300.00		\$ -
Golf Tees	\$	900.00		\$ -
Event Staff T-Shirt	\$	650.00		\$ -
Koozie	\$	610.00		\$ -
Hole-In-One - Vehicle Contest (*plus insurance)	\$	585.00		\$ -
Million Dollar Shoot Out Contest (*plus insurance)	\$	585.00		\$ -

Million Dollar Shootout Insurance	\$	410.00		\$	-
Closest to the Pin Contest	\$	585.00		\$	-
Cart Sponsorship	\$	565.00		\$	-
Interactive Hole Sponsorship	\$	360.00		\$	-
Longest Drive Contest	\$	340.00		\$	-
Hospitality Sponsor - one flight	\$	300.00		\$	-
Hospitality Sponsor - two flights	\$	500.00		\$	-
Hole Sponsorship - one flight	\$	240.00		\$	-
Hole Sponsorship - two flight	\$	330.00		\$	-
Tournament Winners 1st	\$	410.00		\$	-
Tournament Winners 8th	\$	310.00		\$	-
Tournament Winners 14th	\$	210.00		\$	-
Tournament Winners 20th	\$	110.00		\$	-
Team of 4	\$	485.00		\$	-
Player	\$	120.00		\$	-
Raffle Prize Supporter	\$	100.00		\$	-
CITY EVENT: DOG DAYS • SEPT		21 Rate	Qty	Tot	
Presenting Sponsor	\$	3,000.00		\$	-
Media Sponsor	\$	1,500.00		\$	-
Petting Zoo	\$	1,000.00		\$	-
Circus Chickendog Entertainment	\$	750.00		\$	-
Weenie Dog Race	\$	500.00		\$	-
Volunteer T-Shirt Sponsor	\$	450.00		\$	-
Glam Fur Photo	\$	200.00		\$	-
Splash Zone	\$	200.00		\$	-
Service Dog	\$	200.00		\$	-
Supporting Sponsor	\$	100.00		\$	-
CHAMBER EVENT: CREEKSIDE SPOOKTACULAR • OCTOBER		21 Rate	Qty	Tot	
Presenting Sponsor	\$	1,700.00	1	\$	1,700.00
Prize Sponsor	\$	1,100.00		\$	-
Flashlight Sponsor - Extraco Banks	\$	800.00		\$	-
Tote Sponsor	\$	800.00		\$	-
Goblin Sponsor	\$	600.00		\$	-
Scarecrow Sponsor	\$	385.00		\$	-
Mummy Sponsor	\$	265.00		\$	-
Frankenstein Sponsor	\$	165.00		\$	-
CHAMBER EVENT: SIP N' SHOP WITH NAFE • NOVEMBER		21 Rate	Qty	Tot	
Presenting Sponsor	\$	595.00		\$	-
Gold Sponsor	\$	350.00		\$	-
Silver Sponsor	\$	200.00		\$	-
Bronze Sponsor	\$	100.00	1	\$	100.00
CHAMBER PROMOTION: SMALL BUSINESS SATURDAY • NOVEMBER		21 Rate	Qty	Tot	
Presenting Sponsor	\$	350.00		\$	-
Gold Sponsor	\$	200.00	1	\$	200.00
Bronze Sponsor	\$	100.00		\$	-
CITY EVENT: CHRISTMAS TREELIGHTING • DECEMBER		21 Rate	Qty	Tot	
Presenting Sponsor	\$	1,050.00		\$	-
Reindeer Sponsor	\$	750.00		\$	-
Gingerbread Man Sponsor	\$	600.00		\$	-
North Pole Sponsor	\$	500.00		\$	-
Snow Globe Photobooth Sponsor	\$	300.00		\$	-
Frosty Sponsor	\$	150.00		\$	-
Elf Sponsor	\$	100.00		\$	-
BUSINESS DEVELOPMENT SPONSORSHIP OPPORTUNITIES		21 Rate	Qty	Tot	
Annual Review Video (January)	\$	500.00		\$	-

All Access Pass	\$	150.00		\$	-
Annual Rack Card - Com. Development	\$	1,000.00	1	\$	1,000.00
Annual Dues	\$	412.00	1	\$	412.00
Annual Leadership Luncheon Table of 8	\$	160.00	1	\$	160.00
Board Meeting (Jan-Nov)	\$	250.00		\$	-
Business After Hours (Contact staff for availability)	\$	265.00		\$	-
Member Orientation Sponsor (semi-annual)	\$	200.00	2	\$	400.00
New Member Coffee With The President (annual)	\$	100.00		\$	-
New Resident Welcome Bag logo (1300 dist./year)	\$	270.00	1	\$	270.00
Monthly Presenting Program Sponsor: Exclusive (1 available)	\$	1,250.00		\$	-
Monthly Program Sponsor: Supporting	\$	60.00	12	\$	720.00
Monthly Event Ticket	\$	12.00	24	\$	288.00
Strategic Planning	\$	250.00		\$	-

First right of refusal deadline 10.30.20

PAYMENT OPTIONS (Please select one)

_____ *Jan. PIF (5% disc., \$2000+) X Monthly (\$1000+) _____ Quarterly (\$1000+)

ANNUAL SPONSORSHIP INVESTMENT VALUE:

\$ 34,925.00

***OPTIONAL 5% DISCOUNT FOR JAN. PAYMENT**

TOTAL 2021 & 2022 INVESTMENT DUE (\$2,500/month)

30,000/YR

**CITY OF HEWITT & GREATER HEWITT CHAMBER OF COMMERCE
ATTACHMENT "A" JAN 1, 2021 - DEC 31, 2022 | GENERAL PROMOTIONAL PROGRAM
AGREEMENT**

The municipal hotel occupancy tax funds are intended for purposes prescribed by State Statute which includes expenditures on items promoting tourism and the convention and hotel industry. Within these guidelines the following is a description of the mutually agreed promotions. Annual Marketing Impressions: 500,000+ | Annual Visitors: 10,000+
Labor value = 50% of total value = \$8,000/Year | 2021 rates thru Dec. 31, 2022 agreement

WEBSITE, E-BULLETIN & E-BLASTS/YEAR: \$8,880

GHCOG Homepage Sponsorship for each Hewitt Hotel (2), City of Hewitt and Map
Resident Resources Page with links: Exclusive Library Page with City links
Community tab with Hewitt honors, education, resources and statistics: Wacoproprospector.com
Exclusive Hero Day, Dog Days, National Night Out, Christmas Webpages with links
Sponsorship/Tourism Banner on all weekly e-mails linked to websites w/ telephone #'s
City/Hotel PR: e-Bulletin, City Events/Initiatives/Eco. Development Progressions

PRINT PUBLICATIONS & YEAR-ROUND DISTRIBUTION: \$12,700

Annual Community Guide & Business Directory: 10 pages/year of city content
Quarterly Hewitt Express Magazine: 2.5 pages/quarter promoting Hewitt's hotels & city content
New Resident Welcome Bags: 1,300 bags distributed to new residents/staff in the Hewitt area
Hewitt Rack Card: Promotes city's amenities, hotels and events with distribution of 5,000/Year

PROGRAMS (IN-PERSON/VIRTUAL), DEPOT OPS, ANNUAL LISTINGS: (16-20/YEAR): \$1,400

Logo: monthly program art & member orientation with speaking opportunities (16-20 events/Yr)
Two seats to each regular monthly function
Table of 8 to GHCOG's Annual Leadership Luncheon
Listings for Creekside Amphitheater and City of Hewitt
Serve visitors, relocation support, businesses, residents and provide Depot/Hewitt History

SIGNATURE CHAMBER SPONSORSHIPS: \$11,095 YEAR

Nacho Daddy Creekside Car Show & Concert Car Show Sponsor and all benefits: \$1,700
Express Classic Title Sponsor and all associated benefits: \$6,300
Banquet: Two tables of 8 (plus 1 complimentary table) to the membership banquet: \$500
Creekside Spooktacular: Presenting Sponsor and all associated benefits: \$1,700
Student of the Year: Supporting Sponsor and all associated benefits: \$210
Operation Thank You: Goodie Bag Sponsor and all associated benefits: \$385
Small Business Saturday: Gold Sponsor and receive all associated benefits: \$200
Sip N Shop: Supporting Sponsor and all benefits: \$100

ADDITIONAL SUPPORT FOR SIGNATURE CITY EVENTS (*2020 sponsors raised): \$2,848/YEAR

Running For Readers: PR, Vendors/sales and volunteers: *\$350 Sponsorship + \$200 Staff
Dog Days: PR, sponsorships/sales and volunteers: *\$440 Sponsorship + \$200 Staff
Hero Day: PR, sponsorships/sales and volunteers: *\$358 Sponsorship + \$75 Staff
National Night Out: PR, sponsorships/sales and volunteers: *\$75 Sponsorship + \$150 Staff
Christmas Tree Lighting: PR, sponsorships/sales and volunteers: *\$400 Sponsorship + \$175 Staff

PROPOSED RENEWAL: JAN 1, 2021-DEC 31, 2022: \$2,500/MONTH (\$30,000/YEAR)

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 16

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and action approving **Resolution No. 2020-16** authorizing the City Manager to enter into a 380 agreement for economic development with BDC Family Limited Partnership.

STAFF RECOMMENDATION/ITEM SUMMARY:

Council previously in executive session authorized the City Manager and City Attorney the ability to negotiate a 380 agreement to incentivize redevelopment of the National United Bank location for a Rosa's Cafe in Hewitt. The agreement that is proposed is for a sales tax grant as provided by state statute. Its term is capped based upon the performance of sales tax for the demolition of the site at \$100,000.

FISCAL IMPACT:

Amount Budgeted – \$0
Line Item in Budget – \$0

SUGGESTED MOTION:

I move to approve Resolution No. 2020-16 authorizing the City Manager to enter into a 380 agreement with BDC Limited Partnership.

ATTACHMENTS:

Resolution No. 2020-16
380 agreement
Letter from Bobby Cox Companies, Inc.

Resolution No. 2020-16

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT,
TEXAS APPROVING CHAPTER 380 PROGRAM PROJECT
AGREEMENT BETWEEN THE CITY OF HEWITT AND BDC FAMILY
LIMITED PARTNERSHIP**

WHEREAS, the City Council passed an Ordinance in accordance with Chapter 380 of the Texas Local Government Code to allow the City to utilize economic development incentives to stimulate, encourage and develop business location and commercial activity in the City of Hewitt; and

WHEREAS, BDC Family Limited Partnership approached the City about economic development incentives for its possible location of an Rosa's Café store in Hewitt; and

WHEREAS, \$2,750,000 of capital investment, new jobs, greatly increased sales taxes, and serving as an anchor for other development are some of the benefits to the City; and

WHEREAS, BDC Family Limited Partnership is willing to enter into a Program Project Agreement for the promised development in return for an economic development grant to be paid over time based on the volume of sales achieved by the store; and

WHEREAS, the City Council finds that the proposed project will develop and diversify the economy and commerce of Hewitt and this State, eliminate unemployment or underemployment, and spur additional growth as an anchor store; and

WHEREAS, the City Council finds that the proposed Program Project Agreement will stimulate, encourage and develop the location of business and commercial activity in the City of Hewitt.

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

1. The foregoing recitals are incorporated herein and made findings of the City Council;
2. The proposed Chapter 380 Program Project Agreement with BDC Family Limited Partnership is APPROVED; and
3. The City Manager is authorized to execute the Project Performance Agreement on the City's behalf.

Passed this 7th day of December, 2020.

CITY OF HEWITT, TEXAS

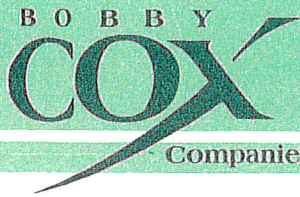
Charles D. Turner, Mayor

Attest:

Lydia Lopez, City Secretary

Approved:

Michael W. Dixon, City Attorney



Augustus Plaza
5000 Overton Plaza, Suite 300
Fort Worth, Texas 76109
(817) 377-6200 • Fax (817) 377-6201

November 30, 2020

Mr. Bo Thomas
City Manager
City of Hewitt
200 Patriot Court
Hewitt, Texas 76643
(254)666-6171

**Re: Project Performance Agreement
City of Hewitt and BDC FAMILY LIMITED PARTNERSHIP**

Dear Mr. Thomas:

Please find enclosed two signed originals of the Performance Agreement per your request. The BDC FAMILY LIMITED PARTNERSHIP is very appreciative of the welcome reception that we have received from the City of Hewitt and especially for this economic incentive.

We are anxious to establish another Rosa's store in the area. If you could return one of the signed originals after City Approval for our records, it would be much appreciated. We will look forward to working with you and reporting our progress as we get the building constructed.

Please feel free to give me a call anytime if you have any questions.

Gerald Borron

A handwritten signature in blue ink, appearing to read "Gerald Borron", is written in a cursive, flowing style.

Real Estate Director
Bobby Cox Companies, Inc.
5000 Overton Plaza, Suite 300
Fort Worth, Texas 76109
Direct: (817) 377-6264
Cell: (817)-991-2110

**PROJECT PERFORMANCE AGREEMENT BETWEEN
THE CITY OF HEWITT AND BDC FAMILY LIMITED PARTNERSHIP**

This Project Performance Agreement is entered into by and between the City of Hewitt, Texas (hereinafter "City") and BDC Family Limited Partnership (hereinafter "Business").

1. Program Project

1. The Business proposes to construct and operate an Rosa's Café store at 703 W. Hewitt in Hewitt, McLennan County, Texas, and being more specifically described as set forth in Exhibit "A" attached hereto and incorporated herein (hereinafter "Property"). Business will make a capital investment of at least \$2,750,000 (hereinafter "Project").

The Business proposes that the Store will start operations by January 1, 2022; barring extensions required by matters beyond its control (hereinafter "Operations Date").

The store is expected to employ a mixture of at least 60 full and part-time positions with an average wage of \$12.50 per hour.

Projected sales revenues from the store are \$5,000,000 annually.

2. Commitment and Incentives. Business agrees to construct the Project and to begin operations by the Operations Date (hereinafter "Development Requirements"). In return for the Business' agreement to meet the Development Requirements, the City agrees to pay an economic development grant to the Business as authorized by Chapter 380 of the *Texas Local Government Code* and the City's Chapter 380 Economic Development Program. The Grant is further described in Sections 3 and 4 below. The primary purpose of the grant is to fund the demolition of the existing bank building which is not laid out for other business uses and is an impediment to economic development.

3. Grant

3.1 Definitions.

"Grant" means a Chapter 380 Economic Development grant as authorized by Chapter 380 of the *Texas Local Government Code* and the City's Chapter 380 Economic Development Program. This Grant is not a sales tax rebate, rather, the amount of the grant is tied to a percentage of sales taxes generated by the Business and received by the City for purposes of providing a logical calculation.

"Agreement Year" means a calendar year within the term of this Agreement.

"Base Year" means the calendar year when this Agreement is signed-2020.

"Base Year Amount" means the total City sales tax collected by operations on the Project Premises during the Base Year. Given that there are no ongoing operations, the base year amount

is \$0.

“City’s Sales Tax Rate” The current aggregate sales tax rate in the City as of the Effective Date is eight and one-quarter percent (8.25%), of which one and one-half percent (1.5%) represents the City’s sales tax rate.

“Net Sales Tax Revenues” means the City sales tax revenues collected by the Business in excess of the Base Year Amount, less any refunds by the Business or required to be made by the City.

“Annual Grant Amount” is the amount of the grant to be paid to the Business at the end of the Agreement Year.

“Total Grant Amount” is the not-to-exceed total of all grant funds that the Business is eligible to receive under this Agreement, which is not to exceed \$100,000. The Grant shall end when the not to exceed \$100,000 cap is reached, regardless of whether additional time remains on the Grant Term. If the not to exceed \$100,000 cap is reached during an Agreement Year, the Annual Grant Amount payable to the Business will be pro-rated.

“Grant Percentage” means the percentage provided in this Agreement to be applied in each Agreement Year to the Net Sales Tax Revenues to arrive at the Grant Amount.

“Grant Period” means the total number of Agreement Years during which the Business is eligible for a grant, which is a period of seven (7) calendar years following the start of the Business’ operations.

3.2 Calculation.

City Sales Tax Collections attributable to the Business in Agreement Year – Base Amount and refunds = Net Sales Tax Revenues x Grant Percentage = Annual Grant Amount.

If the Business begins operations during an Agreement Year, the Annual Grant Amount will be determined on a prorated basis for the remainder of that Agreement Year, which shall count as the first Agreement Year against the Grant Period. By written election provided to the City the Business may elect to have the Grant Period start on the next January 1 instead of during a partial calendar year. If such an election is made, Business will not be entitled to any Grant Amount for the partial year.

3.3 Payment. The Annual Grant Amount for an Agreement Year does not become payable until the City receives full payment from the state comptroller of its share of sales taxes for the calendar year constituting the Agreement Year. Payment shall be made to the Business by the City within 30 days after receipt of payment in full of the City’s share of sales taxes for the Agreement Year. The total of all Annual Grant Amounts shall not exceed the Total Grant Amount.

3.4 Compliance with Development Requirements. Payment to Business of any Grant funds under this Agreement is subject to the Business complying with its Development

Requirements. The effect of non-compliance is addressed in Section 6 below.

4. Grant Period and Percentage. The economic development grant provided to the Business by the City under this Agreement shall:

- a) Be for a Grant Period of seven (7) years; and
- b) Be at a Grant Percentage of seventy (70%) percent per year.

The Grant Period is subject to when the Total Grant Amount of not to exceed \$100,000 is reached. Once the Total Grant Amount is reached the Grant ends, even if years remain under the Grant Period. In no circumstance will the total of all Annual Grant Amounts paid to the Business exceed the Total Grant Amount. If the Total Grant Amount is reached during an Agreement Year, the Grant does not apply to the rest of the year.

5. Reporting and Provision of Information.

5.1 General. The Business would necessarily have to meet its Development Requirements for the Grant to begin, it is important that the City receive information during the Project, and before the Operations Date.

5.2 Reports During Development and Construction. At least quarterly during the development and construction of the Project, the Business shall provide a written report to the City Manager showing the percentage of completion of the Project, the estimated completion date of the Project, and whether the Business is still on target for the Operations Date.

5.3 Capital Investment Verification. Prior to the Operations Date the Business shall provide the City Manager with a reasonably itemized summary of Project costs to verify that the capital investment promised has been made by the Business. The City Manager or his/her designee shall have the right to inspect records supporting the cost summary upon reasonable request.

5.4 Extension of Operations Date. The Operations Date is fixed as set forth above and shall only be extended when required due to matters clearly outside of the control of the Business. The Business must submit a written request for extension to the City Council which identifies in detail the reasons that the extension is needed. The City Council will not unreasonably withhold an extension however, it may deny an extension if the Business fails to show that the matter(s) requiring the extension were clearly beyond its control. The total of all extensions may not exceed 180 days.

6. Breach by Business.

6.1 General. If the Business builds nothing and/or never begins operations the Grant never begins and that is the remedy for the breach, therefore, the breaches addressed hereunder are less than complete breaches. These are:

- a. failure to meet the \$2,750,000 capital investment requirement;
- b. failure to begin operations by the Operations Date (including any extensions)

- granted);
- c. failure to provide required reports; and/or
- d. failure to provide a Project cost summary to verify capital investment or to allow a review of supporting documents as required herein.

In the instance of one or more of these breaches the Total Grant Amount will be reduced on a set pro-rata basis. For (a), failure to provide at least 75% of the capital investment is a complete breach and shall result in cancellation of the Grant.

6.2 Breach of Capital Investment Requirement. Failure to provide at least 75% of the capital investment is a complete breach and shall result in cancellation of the Grant. Reductions in the Total Grant Amount for capital investment equal to or more than 75% of the required capital investment, but less than 100% will be addressed by reducing the Total Grant Amount by the percentage deficiency in capital investment. For example, if the Business achieves 90% of its capital investment requirement, the Total Grant Amount is reduced by 10%.

6.3 Failure to Begin Operations by the Operations Date (including any extensions granted). Failure to meet the Operations Date (plus approved extensions) will result in reductions to the Total Grant Amount as follows:

- a. 1-12 months of delay—reduction of 1% per month; and
- b. Delay exceeding 12 months---reduction of 5% per month.

6.4 Failure to Provide Reports. The City Manager and the Business shall set a date when the first report is due. Thereafter, a report is due every three months. The City Manager shall send the business a notice that its report is due at least 10 days before the due date. If the Business has been given the notice and still fails to provide a report, a warning will be given in writing to the Business by the City Manager that if it fails to provide a report within 10 days of the warning, a 1% reduction will be made to the Total Grant Amount. If the Business still fails to provide a report, a 1% reduction is made to the Total Grant Amount.

6.5 Failure to Provide Cost Summary Verification or Allow Review of Supporting Documents. If the Business fails to provide a Project cost summary verifying its capital investment or refuses to allow the City Manager or designee to review the supporting documents on reasonable request, the Grant shall be suspended until such time as the Business complies.

6.6 Reductions are Cumulative. The reductions to the Total Grant Amount set forth above are cumulative of one another.

7. Additional Requirements and Terms.

7.1 Business shall keep the Project insured against loss or damage by fire or any other casualty.

7.2 Inventory does not count as capital investment.

7.3 The City, by approving this Agreement, assumes no liability or responsibility therefore or for any defect in said Project. The relationship between parties at all times shall NOT be deemed a partnership or joint venture for purposes of this Agreement, or any other purpose.

7.4 If on account of any breach or breach by Business of its obligations under the terms, conditions, or covenants of this Agreement, it shall be necessary for City to employ or engage an attorney or attorneys to enforce or defend any of the rights or remedies hereunder, and should City prevail, City shall be entitled to any reasonable attorney's fees, costs, or expenses it incurs in connection herewith.

7.5 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this agreement is in effect, such provision shall be automatically deleted from this agreement and the legality, validity and enforceability of the remaining provisions of this agreement shall not be affected thereby.

7.6 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in McLennan County, Texas. Venue of any dispute under or arising out of this Agreement shall be in a court of competent jurisdiction in McLennan County, Texas.

7.7 This Agreement and its attachments constitute the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof. No representations outside of this Agreement are being relied upon by the parties.

7.8 No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

7.9 The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

7.10 This Agreement is binding on the parties and their respective successors, heirs and assigns.

7.11 This agreement may be executed in multiple counterparts, each of which constitutes an original.

7.12 The City acknowledges that Business has completed and submitted to the City a Form 1295 as required by Section 2252.908 of the Government Code and agrees to acknowledge such receipt on the Texas Ethics Commission website.

7.13 As required by Chapter 2264 of the Government Code Business has executed the certification regarding the hiring of undocumented aliens attached hereto as Exhibit "B", the terms

of which are incorporated herein,

7.14 As provided by Section 2270.002, Government Code, Business certifies that it does not boycott Israel, Business acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.15 Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Business certifies Business (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Business acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.16 This Agreement shall be considered a "contract subject to his subchapter" under Section 271.152 of the Local Government Code for purposes of enforcement of this Agreement.

AGREED:

BDC Family Limited Partnership

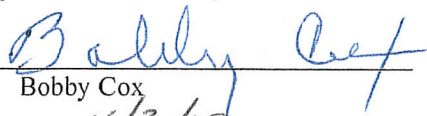
BY: 
BRITT LANE

ITS: PRESIDENT

DATE: 11/30/20

Also by and through its General Partner:

Bobby and Leona Cox, LLC

By: 
Bobby Cox

Date: 11/30/20

City of Hewitt, Texas

BY: _____

BO THOMAS

ITS: CITY MANAGER

DATE: _____

Attest:

LYDIA LOPEZ, CITY SECRETARY

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: December 7, 2020

AGENDA ITEM #: 17

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 November 17, 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 January 5, 2021.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

I move to approve the Order dated December 8, 2020.

ATTACHMENTS:

Order dated December 8, 2020
Letter from Texas Department of State Health Services

ORDER OF THE CITY COUNCIL, OF THE CITY OF HEWITT, TEXAS
DATE ORDER ISSUED: December 8, 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 December 31, 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 December 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 thirty-one days from December 8, 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 8th day of December, 2020.

Charles D. Turner, Mayor

Attest:

Lydia Lopez, City Secretary



November 29, 2020

The Honorable Scott M. Felton, County Judge
McLennan County
501 Washington Avenue, Room 214
Waco, Texas 76701

Via electronic mail to smfelton@co.mclennan.tx.us

Dear Judge Felton:

On Wednesday, October 7, 2020, Governor Abbott issued Executive Order GA-32, which superseded GA-30. Significantly, GA-32 updates the thresholds for areas with high hospitalizations. The new definition of areas with high hospitalizations is:

Any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less.

For the past seven days, the number of COVID-19 hospitalized patients in Trauma Service Area M as a percentage of total hospital capacity exceeds 15 percent, making it an area with high hospitalizations as defined above.

As a result, as of November 29, 2020, all restaurants, retail stores, office buildings, manufacturing facilities, gyms and exercise facilities and classes, museums, and libraries in all counties in Trauma Service Area M are required to return to maximum 50 percent occupancy levels, except in any county that separately qualifies for the greater occupancy levels because it has minimal cases of COVID-19 under the Department of State Health Services attestation process.

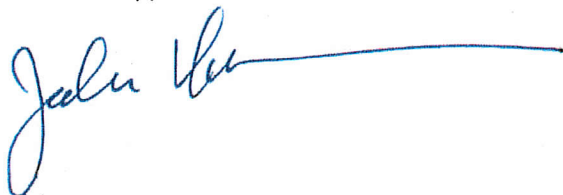
Trauma Service Area M includes the following counties:

- Bosque County
- Falls County
- Hill County
- Limestone County
- McLennan County

Additionally, all licensed hospitals in the Trauma Service Area are required to discontinue elective surgeries as set forth in Executive Order GA-31. The Health and Human Services Commission, the agency responsible for regulating hospitals in Texas, is separately providing notice directly to affected hospitals notifying them of the requirement to discontinue elective surgeries located in Trauma Service Area M.

If you have questions about this notice or your obligations under Executive Order GA-32, please contact us at coronavirus@dshs.texas.gov. Please enter "Executive Order 32" in the subject line for proper routing. If you have questions specifically related to the hospitals' obligations under GA-31, please contact the Health and Human Services Commission at infohflc@hhs.texas.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Hellerstedt", followed by a long horizontal line.

John Hellerstedt, M.D.

cc: Mayors in McLennan County