

HEWITT TEXAS

SPECIAL CALLED CITY COUNCIL WORKSHOP/MEETING

January 18, 2022 at 6:00 PM

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

AGENDA

Steve Fortenberry, Mayor, Ward 3

Michael S. Bancale, Mayor Pro Tem, At-Large – **Charlie Turner**, Council Member, Ward 1

Wilbert Wachtendorf, Council Member, Ward 1 – **Bill Fuller**, Council Member, Ward 2

Bob Potter, Council Member, Ward 2 – **Erica Bruce**, Council Member, Ward 3

The meeting will be streamed live on the city's website at www.cityofhewitt.com/790/Hewitt-TX-TV.

WORKSHOP MEETING - 6:00 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

WORKSHOP AGENDA

1. Briefing and discussion concerning planning, zoning, and the development process.

Executive Session: Notice is given that a closed meeting will be held pursuant to Section 551.072 of the Texas Government Code (V.T.C.A.) so that the Council may deliberate the purchase, exchange, lease, or value of real property.

WORKSHOP ADJOURNMENT

SPECIAL CALLED MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

2. Presentation of newly appointed Police Officer Justin L. Lagos.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. [Note: Prior to the meeting, the citizen must complete a "Public Comment Form" and present it to the City Secretary.]

PUBLIC HEARINGS AND RELATED ACTION

- [3.](#) Public hearing and possible action on **Ordinance No. 2022-01** to change the zoning of a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr., from R-1 Single Family Residential District to R-1-G Garden Home District.
- [4.](#) Public hearing and possible action on **Ordinance No. 2022-02** to change the zoning of a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr., from R-1 Single Family Residential District to C-2 General Commercial District.

REGULAR AGENDA ITEMS

- [5.](#) Consider approval of minutes of the City Council Workshop/Regular Meeting of January 3, 2022.
- [6.](#) Discussion and possible action on the purchase of a radio system upgrade and service agreement to Motorola in the amount of \$63,248.

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

7. Discussion and possible action on evaluation/employment of City Manager (if needed).

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on January 12, 2022, by 5:00 PM.

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 City Council meetings. The facility is wheelchair accessible, with handicap parking available at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 18, 2022

AGENDA ITEM #: 3

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and possible action on **Ordinance No. 2022-01** to change the zoning of a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr., from R-1 Single Family Residential District to R-1-G Garden Home District.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Fuller submitted a request to change the zoning designation of a portion of the future subdivision of Moonlight Park Phase 5/ Bullhide Estates, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr., from R-1 Single Family Residential District to R-1-G Garden Home District. The Planning and Zoning Commission met on Tuesday, December 7 2021, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 6 to 0.

This item was presented to you at the previous meeting with no decision made.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Ordinance 2022-01 rezoning property known as a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to R-1-G Garden Home District.

ATTACHMENTS:

P&Z Draft Minutes and supporting documents
Ordinance No. 2022-01

HEWITT TEXAS

MINUTES OF THE PLANNING AND ZONING COMMISSION

December 7, 2021 – 6:00PM

Members Present: Chairman Walt Peterson, Travis Bailey, Dustin Crawford, Bobby Drake, Mike Hix, Paul Lasater

Members Absent: none

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 June 6, 2021 Planning and Zoning Commission regular meeting.** *A motion was made by Travis Bailey, seconded by Paul Lasater, to approve the minutes as submitted but allow for corrections. All six in favor, motion passed.*
- 3. Public Hearing: Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to R-1-G Garden Home District.** *Public hearing opened at 6:01PM. Speaking for rezoning Justin Fuller, representative of Clark and Fuller PLLC located at 215 N. Main St, Temple, TX. Mr. Fuller stated this is a new development across Hewitt Drive from other Moonlight Park subdivisions. There will be residential homes, garden residential homes, and commercial lots. Miles Whitney and Tracy Lankford both stated everything at this time is fine on the City's end. No one else spoke for or against request.*
- 4. Public Hearing: Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to C-2 General Commercial District.** *Miles Whitney, City Engineer, stated that the commercial lots are a mirror image of the other side of Hewitt Drive. No one else spoke for or against request. Public hearing closed at 6:05PM.*

- 5. **Discussion and possible action: Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to R-1-G Garden Home District.** *A motion was made by Travis Bailey, seconded by Mike Hix, to approve the rezone request. All six in favor, motion to go before City Council on January 3, 2022.*
- 6. **Discussion and possible action: Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to C-2 General Commercial District.** *Paul Lasater asked if this will be a strip center; per Clark and Fuller this will not necessarily be a strip center, they are selling pads out to the developer. A motion was made by Paul Lasater, seconded by Travis Bailey, to approve the rezone request. All six in favor, motion to go before City Council on January 3, 2022.*
- 7. **Discussion, consideration, action if any: The Preliminary Plat of Moonlight Park Phase V.** *Questions were asked regarding safety at the intersection of the new subdivision and Hewitt Drive. Miles Whitney stated they are working with TxDot regarding this issue. Mr. Whitney also stated that the City is good with the preliminary plat, however, there are two contingencies that are working towards a resolution. Utilities will have to be brought over to this site. It was also stated that this plat will be renamed to Bullhide Estates instead of Moonlight Park Phase V. A motion was made by Paul Lasater, seconded by Travis Bailey, to approve the preliminary plat of Bullhide Estates, formerly known as Moonlight Park Phase V. All six in favor, preliminary plat approved.*
- 8. **Adjourn.** *A motion was made by Travis Bailey, seconded by Bobby Drake, to adjourn meeting. All six in favor, meeting adjourned at 6:16PM.*

Chairman

Date Approved

Brittney Cantu, City of Hewitt Zoning Secretary

HEWITT TEXAS

PLANNING AND ZONING COMMISSION

Walter H. Peterson - Chairman

Travis Bailey

Michael Lee Hix

Dustin Crawford

Paul Lasater

Bobby Drake

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 7, 2021 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 June 6, 2021 Planning and Zoning Commission regular meeting.
3. **Public Hearing:** Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to R-1-G Garden Home District.
4. **Public Hearing:** Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to C-2 General Commercial District.
5. Discussion and possible action: Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to R-1-G Garden Home District.
6. Discussion and possible action: Consider a request of Turner Behringer Development, LLC, to change the zoning of a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to C-2 General Commercial District.

7. Discussion, consideration, action if any: The Preliminary Plat of Moonlight Park Phase V.

8. Adjourn.

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 December 3, 2021.

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

June 15, 2021 – 6:00PM

Members Present: Chairman Walt Peterson, Travis Bailey, Dustin Crawford, Bobby Drake, Mike Hix

Members Absent: Paul Lasater

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 March 2, 2021 Planning and Zoning Commission regular meeting.** *A motion was made by Travis Bailey, seconded by Mike Hix, to approve the minutes as submitted but allow for corrections. All five in favor, motion passed.*
3. **Discussion, consideration, action if any: The Final Plat of Moonlight Park Phase IV.** *Justin Fuller with Clark & Fuller stated there will 98 garden home lots and 3 commercial lots for this phase of Moonlight Park. Community Development Director Tracy Lankford stated the City has no objections to the final plat. A motion was made by Travis Bailey, seconded by Mike Hix, to approve the Final Plat of Moonlight Park Phase IV. All five in favor, final plat approved.*
4. **Adjourn.** *A motion was made by Travis Bailey, seconded by Mike Hix, to adjourn meeting. All five in favor, meeting adjourned at 6:03PM.*

Chairman

Date Approved

Brittney Cantu, City of Hewitt Zoning Secretary

HEWITT TEXAS

ZONING AND SPECIAL PERMIT APPLICATION

Case: _____ Applicant: _____ Date: _____

Property Address: Hewitt Drive

Legal Description: (Submit certified field notes, if not subdivided with lot and block description)

Lot(s): _____ Block: _____ Addition: _____

Ownership (Deed): Doc. #/MCC #, MCC # 131085

Existing Property Use: Undeveloped Proposed Property Use: Commercial

Existing Zoning: R-1 Proposed Zoning: C-2

Existing Special Permit: _____ Proposed Special Permit: _____

Site Plan. All applications for special permits must be accompanied by development plans that includes a site plan, parking layout, existing and proposed utilities, topographic map, building plans, and other information about surrounding property developments as required by Part 4 of the Zoning Ordinance.

Please provide the proposed meeting date for this application to be considered (see Meeting Schedule): _____

The Application must be completed along with the following required 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.
2. 1 PDF and 1 hard copy of plat in State Plane Coordinates NAD 83.
3. Submit 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 no later than 5:00 PM on the deadline date (see Meeting Schedule).

I attest that the above information is true and correct to the best of my knowledge. That I am now or will be fully prepared to present the above proposal at the Planning & 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 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 & 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 of the Planning & Zoning Commission hearing 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: Turner Behringer Development, LLC Phone No: 254-759-8027

Mailing Address: 1224 Austin Ave Ste 330 City: Waco State: TX

Email Address: cody@tbretexas.com

Signature of Property Owner:  Date: 9/28/21

Name of Applicant/Representative: Clark & Fuller, PLLC Phone No: 254-899-0899

Mailing Address: 215 N. Main St City: Temple State: TX

Email Address: jfuller@clark-fuller.com

Signature of Applicant/Representative:  Date: 9/27/21

Page 2 of 2

HEWITT TEXAS

ZONING AND SPECIAL PERMIT APPLICATION

Case: _____ Applicant: _____ Date: _____

Property Address: Hewitt Drive

Legal Description: (Submit certified field notes, if not subdivided with lot and block description)

Lot(s): _____ Block: _____ Addition: _____

Ownership (Deed): Doc. #/MCC #, MCC # 131085

Existing Property Use: Undeveloped Proposed Property Use: Garden Homes

Existing Zoning: R-1 Proposed Zoning: R-1-G

Existing Special Permit: _____ Proposed Special Permit: _____

Site Plan. All applications for special permits must be accompanied by development plans that includes a site plan, parking layout, existing and proposed utilities, topographic map, building plans, and other information about surrounding property developments as required by Part 4 of the Zoning Ordinance.

Please provide the proposed meeting date for this application to be considered (see Meeting Schedule): _____

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3. Submit 1 copy of building plans, if existing building(s) exist.
4. Non-refundable application fee (see Fee Schedule).
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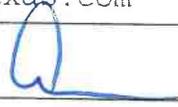
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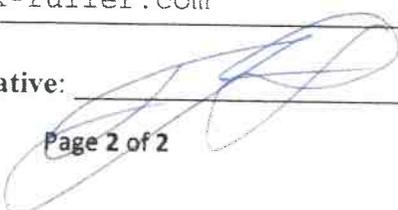
Email Address: cody@tbretexas.com

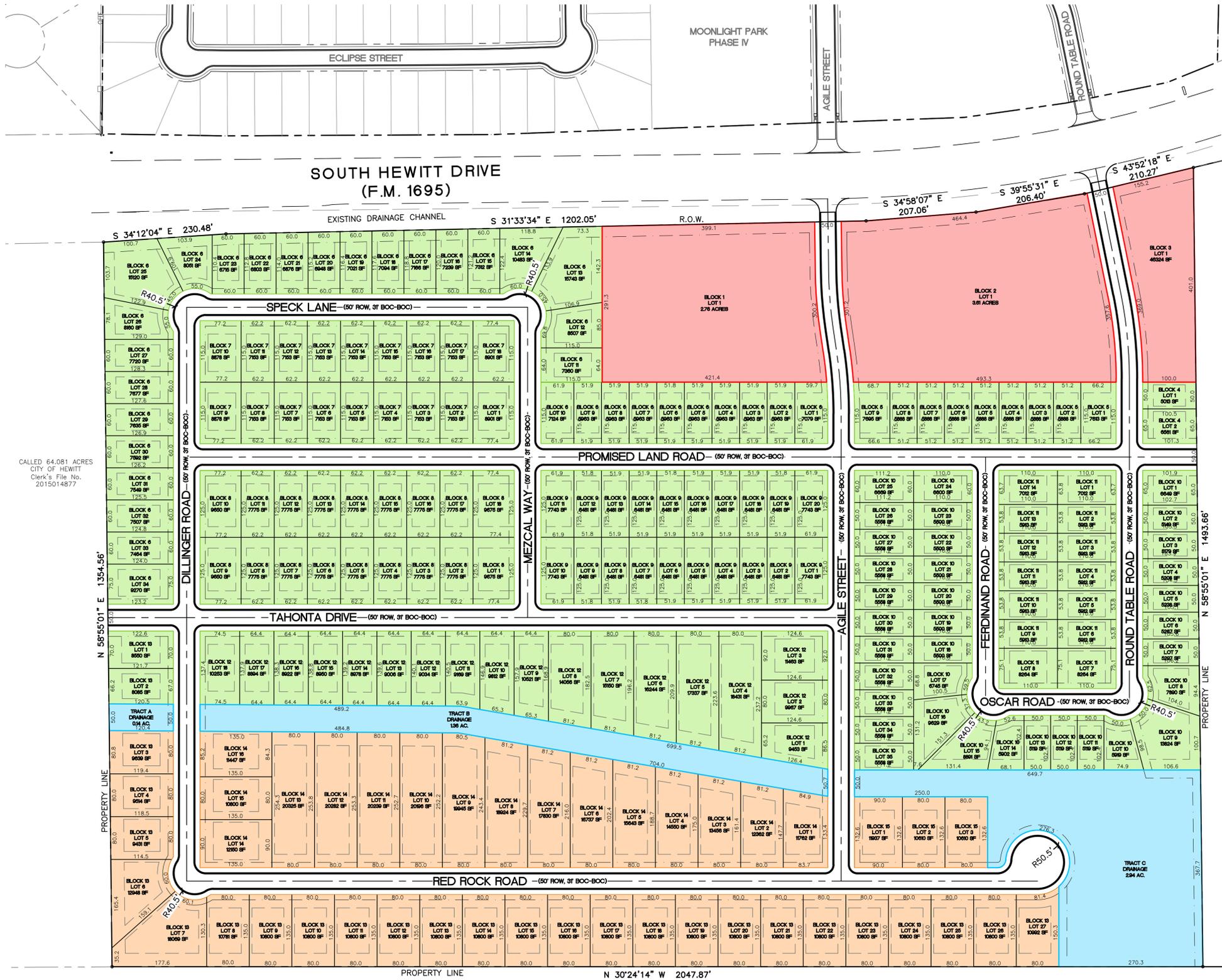
Signature of Property Owner:  Date: 7/29/2021

Name of Applicant/Representative: Clark & Fuller, PLLC Phone No: 254-899-0899

Mailing Address: 215 N. Main St City: Temple State: TX

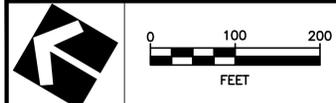
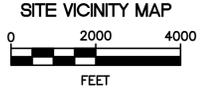
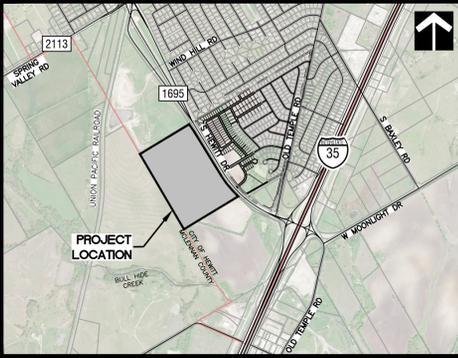
Email Address: jfuller@clark-fuller.com

Signature of Applicant/Representative:  Date: 9/27/21



CALLED 64.081 ACRES
CITY OF HEWITT
Clerk's File No.
2015014877

CALLLED 134 ACRES
"SECOND TRACT"
H. B. WARREN
Vol. 670, Pg. 287



- LEGEND**
- R-1 LOTS
 - R-1-G LOTS
 - C-2 LOTS
 - DRAINAGE TRACTS

EASEMENTS AND BUILDING LINES

- R-1:**
- FRONT BUILDING LINE = 25'
 - SIDE STREET BUILDING LINE = 15'
 - SIDE BUILDING LINES = 5' LT/15' RT
 - REAR BUILDING LINE = 25'
- R-1-G:**
- FRONT BUILDING LINE = 20'
 - SIDE STREET BUILDING LINE = 10'
 - SIDE BUILDING LINES = 5'
 - REAR BUILDING LINE = 20'
- (UNLESS OTHERWISE NOTED)
- 10' UTILITY EASEMENT ALONG ALL ROAD FRONTAGE

DEVELOPMENT STATISTICS:

TOTAL ACREAGE:	65.58 ACRES
EXISTING ZONING:	R-1
PROPOSED ZONING:	R-1, R-1-G, C-2
LOT COUNT:	
R-1 LOTS	= 44
R-1-G LOTS	= 170
C-2 LOTS	= 3
TOTAL	= 217

FLOOD PLAIN NOTES

NO PORTION OF THE FEMA 100-YR FLOOD PLAIN BOUNDARY APPEARS TO BE LOCATED IN THIS AREA BASED ON INFORMATION AVAILABLE FROM THE FEMA FIRM RATE MAP NUMBERED 48309C0500C, DATED SEPTEMBER 26, 2008 AND IS APPROXIMATE.

OWNER/DEVELOPER:

TURNER BRENINGER DEVELOPMENT, LLC
8416 OLD MCGREGOR ROAD
WACO, TEXAS 76712
254-732-5288

REGISTERED PROFESSIONAL LAND SURVEYOR:

ALL COUNTY SURVEYING, INC.
4330 S 5TH STREET
TEMPLE, TEXAS 76502
(254) 778-2272

REGISTERED PROFESSIONAL ENGINEER:

CLARK & FULLER, PLLC
215 N. MAIN ST.
TEMPLE, TEXAS 76501
254-899-0899

STATE OF TEXAS

COUNTY OF MCLENNAN

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN.



Justin B. Fuller
9-27-2021
JUSTIN B. FULLER
REGISTRATION NUMBER 100183

Revisions

Date:	Remarks:
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**MOONLIGHT PARK
PHASE V
NEW RESIDENTIAL SUBDIVISION
HEWITT, TEXAS**

PRELIMINARY PLAT

DRAWING STATUS

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF JUSTIN B. FULLER, P.E. 100183, CLARK & FULLER, PLLC FIRM NO: F-10384.

<input checked="" type="checkbox"/> FOR REVIEW	Designed	JBF
<input type="checkbox"/> FOR CONSTRUCTION	Drafted	ECB
<input type="checkbox"/> FINAL DRAWINGS	Project No	212267.00
	Plot Date	9-27-2021

1

PRELIMINARY PLAT FOR
INSPECTION PURPOSES ONLY

HEWITT TEXAS

PLANNING AND ZONING PLAT APPLICATION

Type of Plat: (circle one) Moonlight Park, Phase V

Preliminary Final Amended Administrative Re-plat

Final Plat & Re-plat w/infrastructure Platting or Re-platting w/variance request

Legal Description of Property: 65.58 ac. James Prowl Survey, Ab 817

Carlos Ocampo Survey, Ab. 31

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.

Southwest side of FM 1695 (S. Hewitt Dr.) across from Agile St.

Number of Lots: 217 Number of Acres: 65.58 Flood Zone: X

Zoning Classification: R-1 Proposed Zoning Use: R-1, R-1-G, Commercial

Are variances being requested? If yes, please explain.

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

Ownership (deed): Doc. #/MCC No.: MCC # 131085

Please provide the proposed meeting date for this application to be considered (See Meeting Schedule): _____

The Plat 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. Original Tax Certificate for the McLennan Count Tax Office.
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.

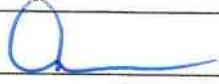
I reserve the right to withdraw this proposal. However, written withdrawals filed at any time after the giving of notice to the Planning and Zoning Commission shall constitute a denial by the Commission and City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Name of Property Owner: Turner Behringer Development, LLC

Telephone Number: (254) 732-5288

Mailing Address: 8416 Old McGregor Rd. Waco 76712

Email Address: cody@kunkelcustomhome.com

Signature of Property Owner: 

Date: 9/28/2021

Name of Applicant/Representative: Clark & Fuller, PLLC

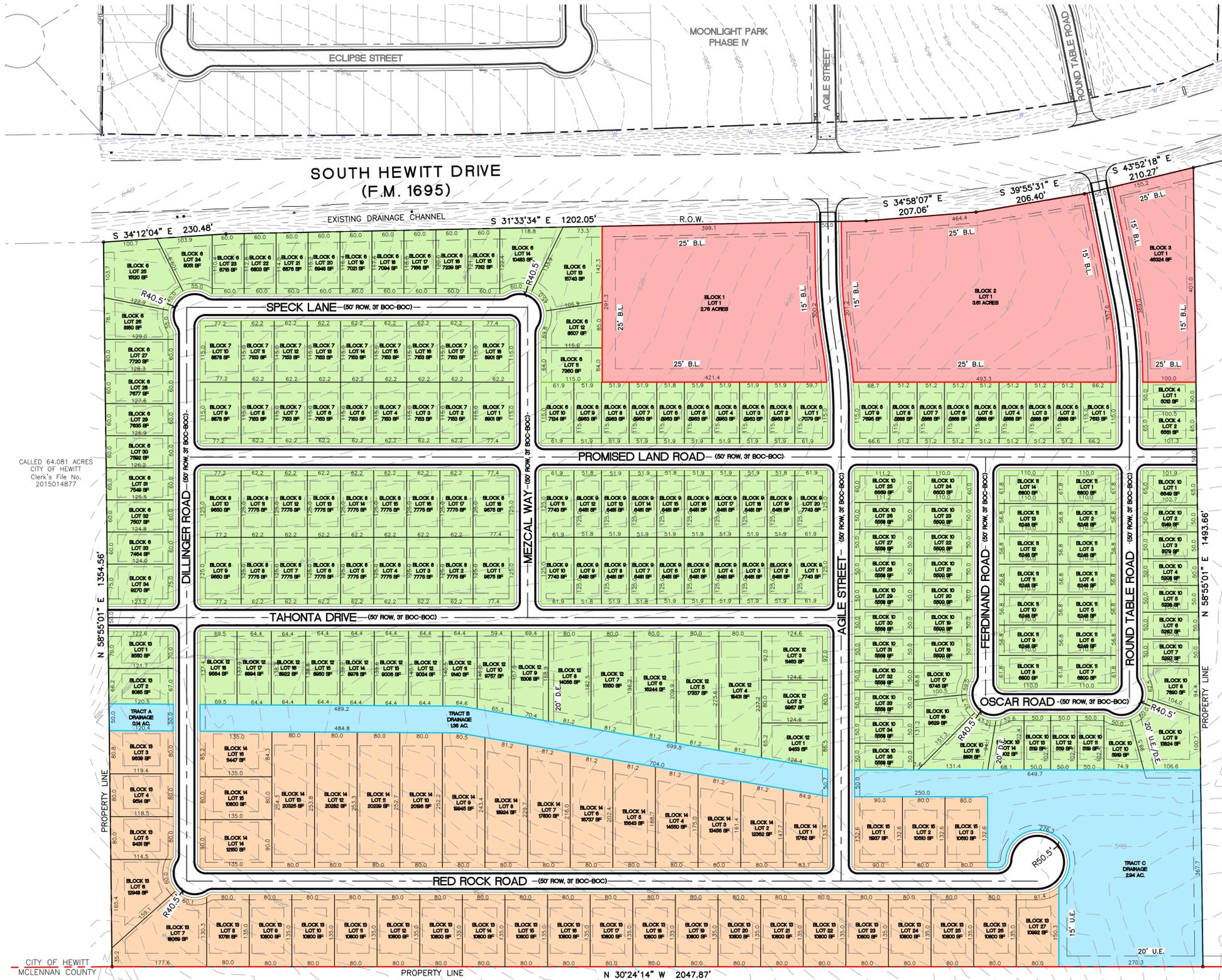
Telephone Number: (254) 899-0899

Mailing Address: 215 N. Main St. Temple 76501

Email Address: jfuller@clark-fuller.com

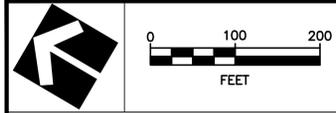
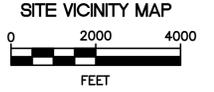
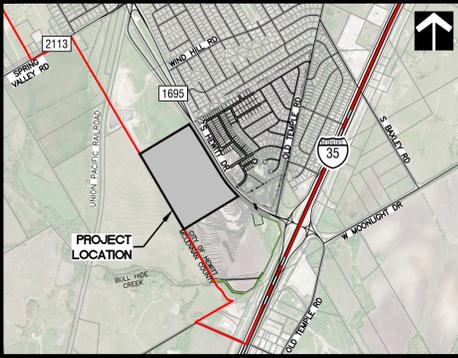
Signature of Applicant/Representative: 

Date: 9/27/21



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CITY OF HEWITT
Clerk's File No.
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CALLLED 134 ACRES
"SECOND TRACT"
H. B. WARREN
Vol. 670, Pg. 287



- LEGEND**
- R-1 LOTS
 - R-1-G LOTS
 - C-2 LOTS
 - DRAINAGE TRACTS

EASEMENTS AND BUILDING LINES

R-1:

FRONT BUILDING LINE	= 25'
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SIDE BUILDING LINES	= 5' LT/15' RT
REAR BUILDING LINE	= 25'

R-1-G:

FRONT BUILDING LINE	= 20'
SIDE STREET BUILDING LINE	= 10'
SIDE BUILDING LINES	= 5'
REAR BUILDING LINE	= 20'

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TURNER BRENINGER DEVELOPMENT, LLC
8416 OLD MCGREGOR ROAD
WACO, TEXAS 76712
254-732-5288

REGISTERED PROFESSIONAL LAND SURVEYOR:

ALL COUNTY SURVEYING, INC.
4330 S 5TH STREET
TEMPLE, TEXAS 76502
(254) 778-2272

REGISTERED PROFESSIONAL ENGINEER:

CLARK & FULLER, PLLC
215 N. MAIN ST.
TEMPLE, TEXAS 76501
254-899-0899

STATE OF TEXAS
COUNTY OF MCLENNAN

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN.



Justin B. Fuller
JUSTIN B. FULLER
REGISTRATION NUMBER 100183
11-22-2021

Revisions

Date:	Remarks:
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BULL HIDE ESTATES
NEW RESIDENTIAL SUBDIVISION
HEWITT, TEXAS

PRELIMINARY PLAT

DRAWING STATUS

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF JUSTIN B. FULLER, P.E. 100183, CLARK & FULLER, PLLC FIRM NO: F-10384.

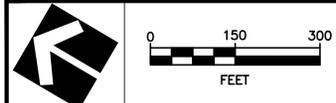
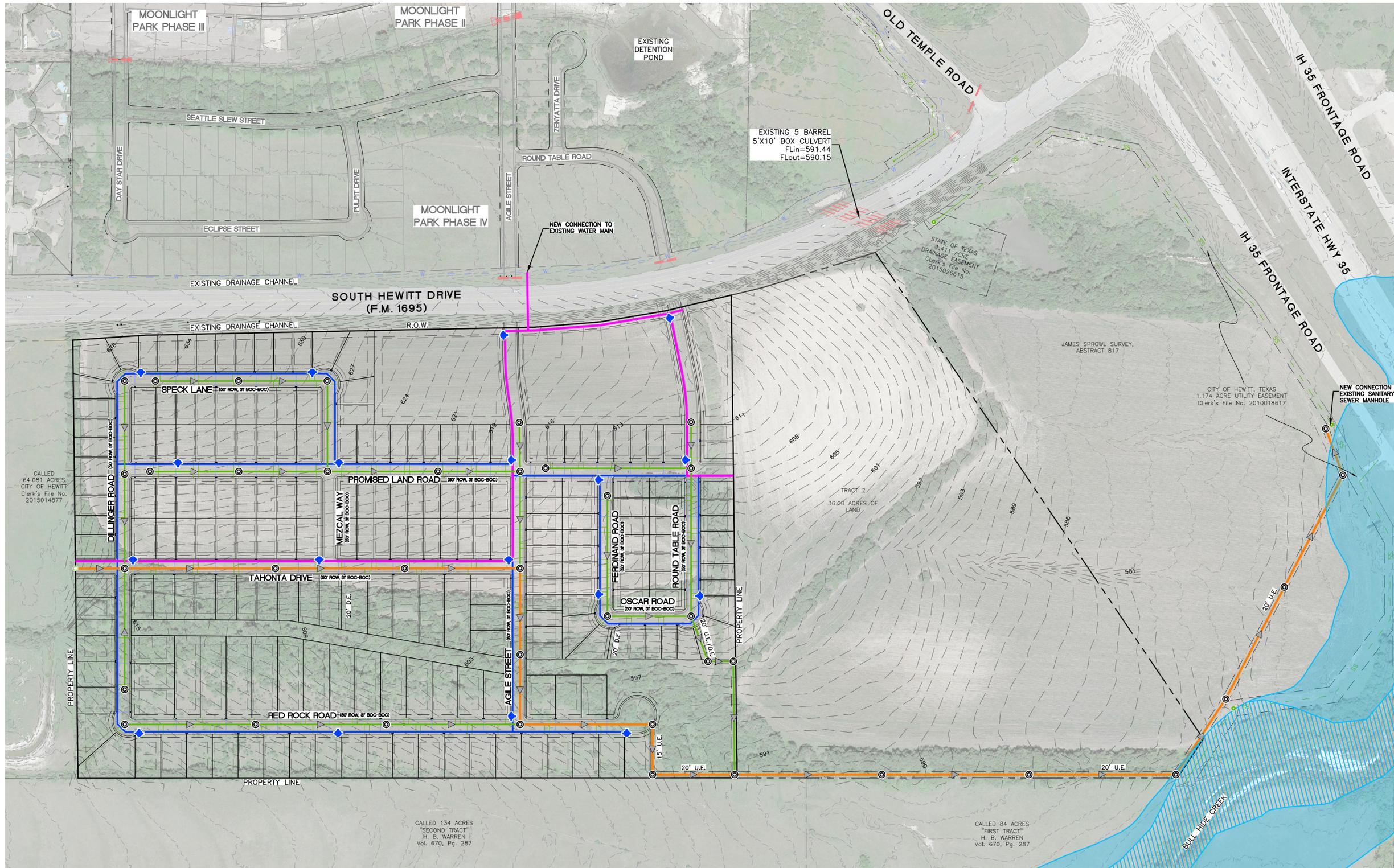
FOR REVIEW
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FOR CONSTRUCTION
FINAL DRAWINGS

Designed	JBF
Drafted	ECB
Project No	212267.00
Plot Date	11-22-2021

1

PRELIMINARY PLAT FOR
INSPECTION PURPOSES ONLY



LEGEND

- NEW 8" PVC SDR 26 SANITARY SEWER MAIN
- NEW 10"/12" PVC SDR 26 SANITARY SEWER MAIN
- ▶ SANITARY SEWER DIRECTIONAL FLOW ARROW
- NEW SANITARY SEWER MANHOLE
- NEW SANITARY SEWER CLEANOUT
- EXISTING SANITARY SEWER MANHOLE
- NEW 8" PVC C900 DR18 WATER MAIN
- NEW 12" PVC C900 DR18 WATER MAIN
- ◆ NEW FIRE HYDRANT
- APPROXIMATE LIMITS OF FEMA FLOOD HAZARD ZONE AE, AS PER F.I.R.M. PANEL NO. 48309C05400, DATED DECEMBER 19, 2019
- APPROXIMATE LIMITS OF FEMA FLOODWAY, AS PER F.I.R.M. PANEL NO. 48309C05400, DATED DECEMBER 19, 2019

Revisions

Date:	Remarks:



BULL HIDE ESTATES
NEW RESIDENTIAL SUBDIVISION
HEWITT, TEXAS

TOPOGRAPHIC AND UTILITY MAP

DRAWING STATUS

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FOR CONSTRUCTION: FINAL DRAWINGS

Designed	JBF
Drafted	ECB
Project No	212267.00
Plot Date	11-22-2021



ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS AMENDING ORDINANCE NO. 11-15-99 AND ALL AMENDMENTS THERETO, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF HEWITT, TEXAS, CHANGING THE ZONING CLASSIFICATIONS OF THE HEREIN DESCRIBED PROPERTY FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1-G SINGLE FAMILY RESIDENTIAL GARDEN HOME 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 Jacob Fuller to rezone property known as, a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr., from **R-1 Single Family Residential District to R-1-G Single Family Residential Garden Home District**, Hewitt, McLennan County, Texas.

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 January 3, 2022, 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 7, 2021, 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 a portion of James Prowl Survey, Ab 817, being a 38.49-acre tract located in the 1400 Block of S. Hewitt Dr., from R-1 Single Family Residential District to R-1-G Garden Home 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 18th day of January 2022, at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT, TEXAS

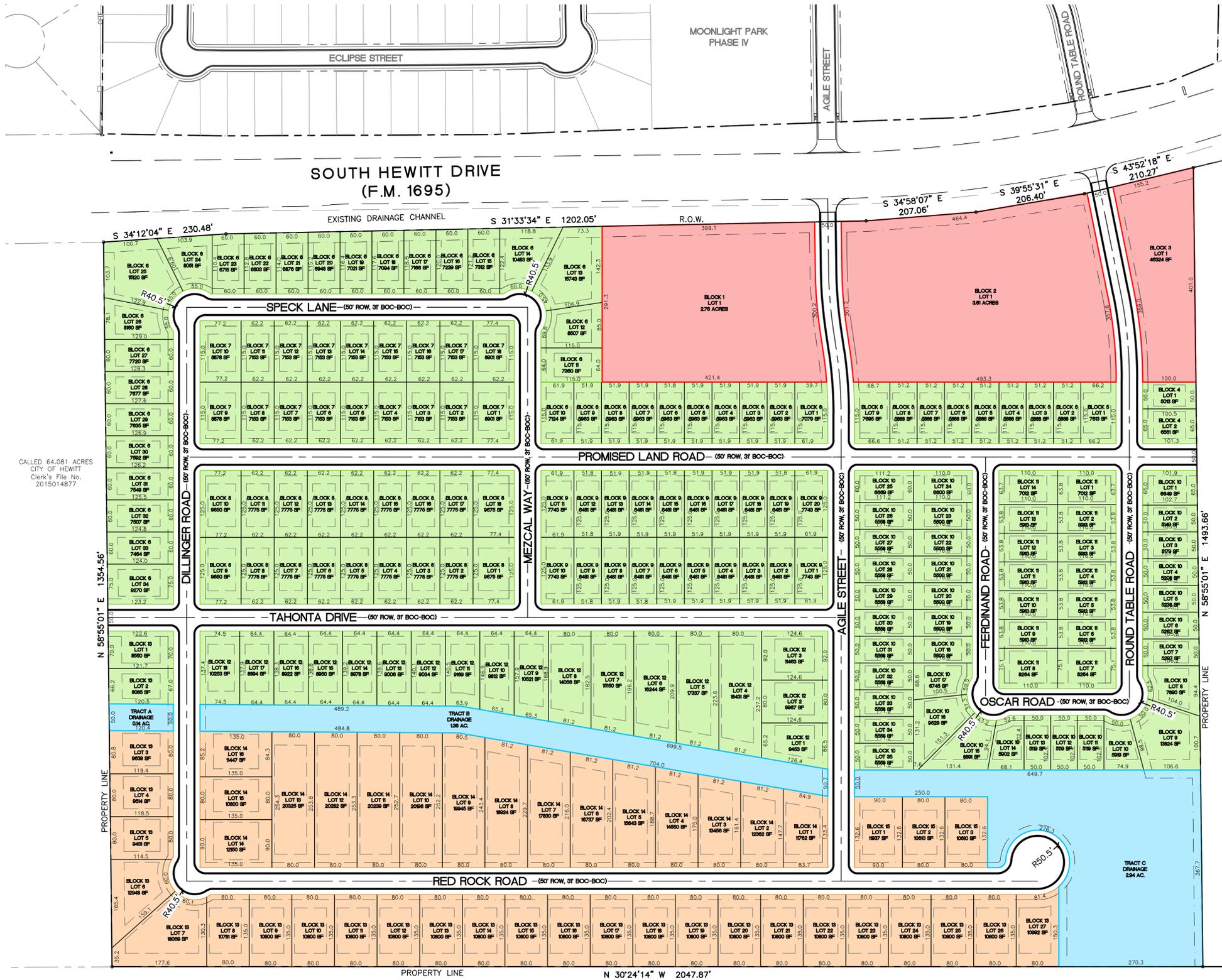
Steve Fortenberry, Mayor

Attest:

Lydia Lopez, City Secretary

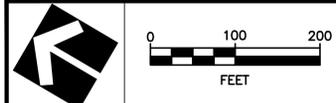
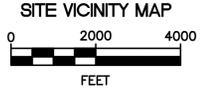
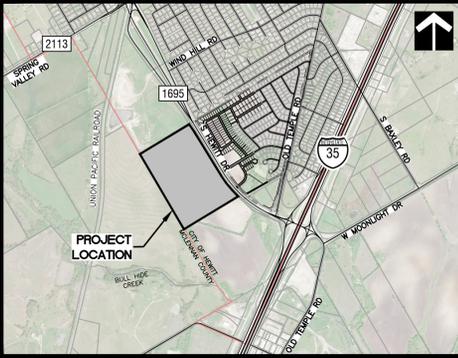
APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney



CALLED 64.081 ACRES
CITY OF HEWITT
Clerk's File No.
2015014877

CALLLED 134 ACRES
"SECOND TRACT"
H. B. WARREN
Vol. 670, Pg. 287



- LEGEND**
- R-1 LOTS
 - R-1-G LOTS
 - C-2 LOTS
 - DRAINAGE TRACTS

EASEMENTS AND BUILDING LINES

- R-1:**
- FRONT BUILDING LINE = 25'
 - SIDE STREET BUILDING LINE = 15'
 - SIDE BUILDING LINES = 5' LT/15' RT
 - REAR BUILDING LINE = 25'
- R-1-G:**
- FRONT BUILDING LINE = 20'
 - SIDE STREET BUILDING LINE = 10'
 - SIDE BUILDING LINES = 5'
 - REAR BUILDING LINE = 20'
- (UNLESS OTHERWISE NOTED)

DEVELOPMENT STATISTICS:

TOTAL ACREAGE:	65.58 ACRES
EXISTING ZONING:	R-1
PROPOSED ZONING:	R-1, R-1-G, C-2
LOT COUNT:	
R-1 LOTS	= 44
R-1-G LOTS	= 170
C-2 LOTS	= 3
TOTAL	= 217

FLOOD PLAIN NOTES

NO PORTION OF THE FEMA 100-YR FLOOD PLAIN BOUNDARY APPEARS TO BE LOCATED IN THIS AREA BASED ON INFORMATION AVAILABLE FROM THE FEMA FIRM RATE MAP NUMBERED 48309C0500C, DATED SEPTEMBER 26, 2008 AND IS APPROXIMATE.

OWNER/DEVELOPER:

TURNER BRENINGER DEVELOPMENT, LLC
8416 OLD MCGREGOR ROAD
WACO, TEXAS 76712
254-732-5288

REGISTERED PROFESSIONAL LAND SURVEYOR:

ALL COUNTY SURVEYING, INC.
4330 S 5TH STREET
TEMPLE, TEXAS 76502
(254) 778-2272

REGISTERED PROFESSIONAL ENGINEER:

CLARK & FULLER, PLLC
215 N. MAIN ST.
TEMPLE, TEXAS 76501
254-899-0899

STATE OF TEXAS
COUNTY OF MCLENNAN

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN.



Justin B. Fuller
JUSTIN B. FULLER
REGISTRATION NUMBER 100183
9-27-2021

Revisions

Date:	Remarks:



**MOONLIGHT PARK
PHASE V
NEW RESIDENTIAL SUBDIVISION
HEWITT, TEXAS**

PRELIMINARY PLAT

DRAWING STATUS

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FOR CONSTRUCTION
FINAL DRAWINGS

Designed	JBF
Drafted	ECB
Project No	212267.00
Plot Date	9-27-2021

1

PRELIMINARY PLAT FOR
INSPECTION PURPOSES ONLY

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 18, 2022

AGENDA ITEM #: 4

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and possible action on **Ordinance No. 2022-02** to change the zoning of a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr., from R-1 Single Family Residential District to C-2 General Commercial District.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Fuller submitted a request to change the zoning designation of a portion of the future subdivision of Moonlight Park Phase 5/ Bullhide Estates, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to C-2 General Commercial District. The Planning and Zoning Commission met on Tuesday, December 7 2021, to consider the request. After a public hearing and deliberation, the P&Z Commission recommended to approve the request with a vote of 6 to 0.

This item was presented to you at the previous meeting with no action taken.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to approve Ordinance 2022-02 rezoning property known as a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr., from R-1 Single Family Residential District to C-2 General Commercial District.

ATTACHMENTS:

See previous agenda item for P&Z Draft Minutes and supporting documents
Ordinance No. 2022-02

ORDINANCE NO. 2022-02

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

WHEREAS, in accordance with the Code of Ordinances of the City of Hewitt, a request was submitted by Jacob Fuller to rezone property known as, a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr, Hewitt, McLennan County, Texas, from **R-1 Single Family Residential District to C-2 General Commercial 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 January 18, 2022, 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 7, 2021, 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 a portion of James Prowl Survey, Ab 817, being an 8.192-acre tract located in the 1400 Block of S. Hewitt Dr, from R-1 Single Family Residential District to C-2 General Commercial 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 18th day of January 2022 at a Regular Meeting of the City Council of the City of Hewitt, Texas.

CITY OF HEWITT

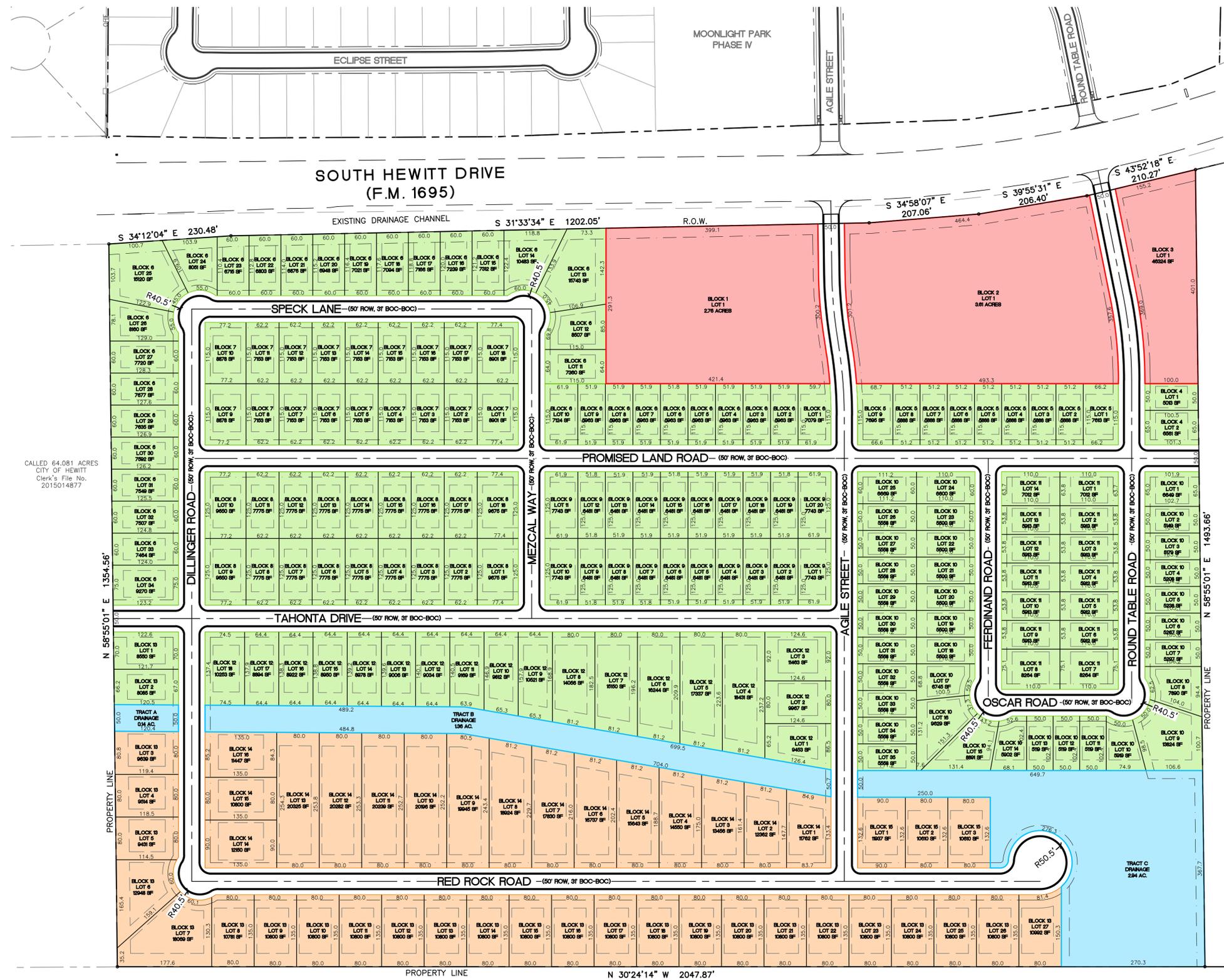
BY: _____
Steve Fortenberry, Mayor

ATTEST:

Lydia Lopez, City Secretary

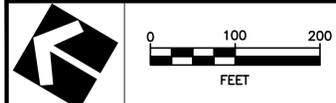
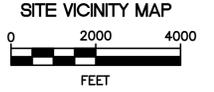
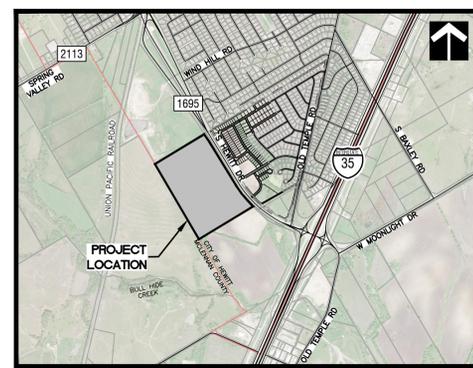
APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney



CALLED 64.081 ACRES
CITY OF HEWITT
Clerk's File No.
2015014877

CALLLED 134 ACRES
"SECOND TRACT"
H. B. WARREN
Vol. 670, Pg. 287



LEGEND

- R-1 LOTS
- R-1-G LOTS
- C-2 LOTS
- DRAINAGE TRACTS

EASEMENTS AND BUILDING LINES

R-1:

- FRONT BUILDING LINE = 25'
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- SIDE BUILDING LINES = 5' LT/15' RT
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R-1-G:

- FRONT BUILDING LINE = 20'
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(UNLESS OTHERWISE NOTED)

DEVELOPMENT STATISTICS:

TOTAL ACREAGE:	65.58 ACRES
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PROPOSED ZONING:	R-1, R-1-G, C-2
LOT COUNT:	
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TOTAL	= 217

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OWNER/DEVELOPER:

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254-732-5288

REGISTERED PROFESSIONAL LAND SURVEYOR:

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(254) 778-2272

REGISTERED PROFESSIONAL ENGINEER:

CLARK & FULLER, PLLC
215 N. MAIN ST.
TEMPLE, TEXAS 76501
254-899-0899

STATE OF TEXAS

COUNTY OF MCLENNAN

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN.



Justin B. Fuller
9-27-2021
JUSTIN B. FULLER
REGISTRATION NUMBER 100183

Revisions

Date:	Remarks:
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**MOONLIGHT PARK
PHASE V
NEW RESIDENTIAL SUBDIVISION
HEWITT, TEXAS**

PRELIMINARY PLAT

DRAWING STATUS

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FOR CONSTRUCTION
FINAL DRAWINGS

Designed	JBF
Drafted	ECB
Project No	212267.00
Plot Date	9-27-2021

PRELIMINARY PLAT FOR
INSPECTION PURPOSES ONLY

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 18, 2022

AGENDA ITEM #: 5

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approval of minutes of the Workshop and Regular Meeting of January 3, 2022.

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

CITY COUNCIL WORKSHOP/REGULAR MEETING

January 03, 2022 at 6:30/7:00 PM

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

MINUTES

Steve Fortenberry, Mayor, Ward 3

Michael S. Bancale, Mayor Pro Tem, At-Large – **Charlie Turner**, Council Member, Ward 1

Wilbert Wachtendorf, Council Member, Ward 1 – **Bill Fuller**, Council Member, Ward 2

Bob Potter, Council Member, Ward 2 – **Erica Bruce**, Council Member, Ward 3

MEMBERS PRESENT:

Mayor Steve Fortenberry

Mayor Pro Tem Michael Bancale

Council Member Charles D. Turner

Council Member Bob Potter

Council Member Wilbert Wachtendorf

Council Member Bill Fuller

Council Member Dr. Erica Bruce

The meeting will be streamed live on the city’s website at www.cityofhewitt.com/790/Hewitt-TX-TV.

WORKSHOP MEETING - 6:30 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Workshop Meeting to order at 6:30 PM and noted all Council Members were in attendance.

WORKSHOP AGENDA

1. Briefing and discussion concerning recruitment and retention of Field Assistants.
City Manager Bo Thomas summarized stats and presented proposed incentives to recruit and retain field assistants.

WORKSHOP ADJOURNMENT

MOTION: Council Member Turner moved to adjourn at 7:02 PM.

SECOND: Council Member Fuller

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

NAYES: None

ABSENT: None

MOTION PASSED.

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Regular Meeting to order at 7:03 PM and noted all Council Members were in attendance.

PLEDGE OF ALLEGIANCE

Mayor Steve Fortenberry led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION(S) AND RECOGNITION(S) - NONE

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. [Note: Prior to the meeting, the citizen must complete a “Public Comment Form” and present it to the City Secretary.] Mayor Steve Fortenberry inquired if anyone had requested to address the Council. City Secretary Lydia Lopez noted no one submitted any public comment forms. No one appeared.

PUBLIC HEARINGS AND RELATED ACTION

2. **PUBLIC HEARING AND POSSIBLE ACTION ON ORDINANCE NO. 2022-01 TO CHANGE THE ZONING OF A PORTION OF JAMES PROWL SURVEY, AB 817, BEING A 38.49-ACRE TRACT LOCATED IN THE 1400 BLOCK OF S. HEWITT DR., FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1-G GARDEN HOME DISTRICT.** City Manager Bo Thomas presented. Mayor Fortenberry opened the public hearing at 7:09 PM and called for those wishing to speak in favor. Mayor Fortenberry called for those speaking in opposition. No one appeared. Public hearing was closed at 7:10 PM. General discussion concerning the long-range impact to the city’s water, sewer, drainage systems, parking and traffic patterns. Mayor Fortenberry called for a motion. No motion was made; therefore, no action was taken.

3. **PUBLIC HEARING AND POSSIBLE ACTION ON ORDINANCE NO. 2022-02 TO CHANGE THE ZONING OF A PORTION OF JAMES PROWL SURVEY, AB 817, BEING AN 8.192-ACRE TRACT LOCATED IN THE 1400 BLOCK OF S. HEWITT DR., FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT.** City Manager Bo Thomas presented. Mayor Fortenberry opened the public hearing at 7:32 PM and called for those wishing to speak in favor. Mayor Fortenberry called for those speaking in opposition. No one appeared. Public hearing was closed at 7:33 PM. Mayor Fortenberry called for a motion. No motion was made; therefore, no action was taken.

REGULAR AGENDA ITEMS

4. APPROVAL OF MINUTES OF THE WORKSHOP/REGULAR MEETING OF DECEMBER 6, 2021.

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

SECOND: Council Member Fuller

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

NAYES: None

ABSENT: None

MOTION PASSED.

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

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

6. BRIEFING AND DISCUSSION CONCERNING FINANCIAL STATEMENTS ENDING NOVEMBER 30, 2021.

City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the November Financial Statements electronically on December 15, 2021, and inquired if Council had any questions. There were no questions or concerns raised. No action required.

7. DISCUSSION AND ACTION ON REAPPOINTMENTS TO THE LIBRARY BOARD AND THE PARKS & BEAUTIFICATION COMMITTEE.

City Manager Bo Thomas presented reappointments.

MOTION: Mayor Pro Tem Bancale moved to approve the following reappointments: Betty Smith, Ryan Erck, and Sally Goldman to the Library Board and Shayla Wicks, Casey Lowrey, and Anne Schiltz to the Parks & Beautification Committee with terms expiring in December of 2023.

SECOND: Council Member Wachtendorf

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

NAYES: None

ABSENT: None

MOTION PASSED.

8. DISCUSSION AND POSSIBLE ACTION TO RATIFY THE EXPENDITURE OF \$131,346 FOR THE EMERGENCY SERVICE OF WELL #7 TO JURGENSEN PUMP, LLC.

City Manager Bo Thomas presented.

MOTION: Council Member Turner moved to ratify the expenditure of \$131,346 to Jurgensen Pump, LLC for repairs at Well #7.

SECOND: Council Member Potter

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

NAYES: None

ABSENT: None

MOTION PASSED.

- 9. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF WACO FOR PARTICIPATION IN THE 2022 HOUSEHOLD HAZARDOUS WASTE EVENT AND ALLOCATE FUNDING IN AN AMOUNT OF \$11,250 FOR THE COST OF PARTICIPATION.** City Manager Bo Thomas presented.

MOTION: Council Member Turner moved to authorize the City Manager to execute an Interlocal Agreement with the City of Waco for participation in the 2022 Household Hazardous Waste event and allocate funding for the cost of participation.

SECOND: Council Member Fuller

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

NAYES: None

ABSENT: None

MOTION PASSED.

- 10. DISCUSSION AND POSSIBLE ACTION REGARDING THE RECOMMENDATION FROM THE SELECTION COMMITTEE FOR ENGINEERING SERVICES REGARDING THE CITY OF HEWITT'S AMERICAN RESCUE ACT FUNDS.**

City Manager Bo Thomas presented.

MOTION: Council Member Turner moved to approve the recommendation of the selection committee and authorize the City Manager to execute all documents to engage the services of Walker Partners, LLC.

SECOND: Council Member Wachtendorf

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

NAYES: None

ABSENT: None

MOTION PASSED.

- 11. DISCUSSION AND POSSIBLE ACTION ON RESCHEDULING THE COUNCIL MEETING OF JANUARY 17, 2022, DUE TO CITY HOLIDAY.** City Manager Bo Thomas presented.

MOTION: Mayor Pro Tem Bancale moved to reschedule the Council meeting of January 17, 2022, to January 18, 2022.

SECOND: Council Member Turner

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

NAYES: None

ABSENT: None

MOTION PASSED.

Mayor Steve Fortenberry recessed the Regular Meeting to convene the following Executive Session at 7:48 PM.

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

Mayor Steve Fortenberry reconvened the Regular Meeting at 8:48 PM.

ADJOURNMENT

MOTION: Council Member Fuller moved to adjourn the Regular Meeting at 8:49 PM.

SECOND: Council Member Turner

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

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Steve Fortenberry, Mayor

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: January 18, 2022

AGENDA ITEM #: 6

SUBMITTED BY: Jim Devlin, Police Chief

ITEM DESCRIPTION:

Discussion and possible action on the purchase of a radio system upgrade and service agreement to Motorola in the amount of \$63,248.

STAFF RECOMMENDATION/ITEM SUMMARY:

Police and Fire radio system upgrades and service agreement are needed due to initial purchase warranty expiring. Police and Fire recommend Motorola upgrade and service agreement.

An upgrade is needed to keep radio system compatible with The City of Waco's radio core which was upgraded in 2021. This was to continue to support the operational integrity of the system and continued use by subscriber agencies.

Additionally, the Service Agreement provides for the continuation of the warranty (extension) for the current system as the initial one is expiring for the Hewitt Police and Fire Department radio system. This will allow overall cost savings on equipment repairs as compared to the cost of paying without the coverage.

FISCAL IMPACT:

Amount Budgeted – \$63,248.00
Line Item in Budget –Account Number

SUGGESTED MOTION:

I move approval of purchasing the Motorola upgrades and service agreement in the amount of \$63,248.

ATTACHMENTS:

Invoice and Service Agreement



Item 6.

SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-561231
 Contract Number: USC000099620
 Contract Modifier: R0607

Date: 06/12/2019

Company Name: HEWITT, CITY OF
Attn:
Billing Address: 200 PATRIOT CT
City, State, Zip: HEWITT , TX, 76643
Customer Contact: James Devlin
Phone:

Required P.O. :
 Customer # : 1000633215
 Bill to Tag # :
 Contract Start Date : 01-Oct-2021
 Contract End Date : 30-Sep-2022
 Anniversary Day : Sep 30th
 Payment Cycle : ANNUALLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SSV01S01626A	ASTRO SUA UO IMPLEMENTATION SERVICES CC --- SUAII - UO DESIGN --- SUAII - UO FIELD	\$0.00
	SSV01S01624A	ASTRO SYSTEM UPGRADE AGREEMENT CC --- SMA --- SUAII - MOTO HDW --- SUAII - NONMOTO HDW	\$40,101.06
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL --- REPAIR AND RETURN	\$2,748.00
	SSV01S01628A	ASTRO SUA FIELD IMPLEMENTATION SVC CC --- SUAII - FIELD ENG --- SUAII - LABOR NONSTD HW --- SUAII - ST --- SUAII - PM	\$20,398.94
		Subtotal - Recurring Services	\$5,270.67
		Subtotal - One-Time Event Services	\$0.00
		Total	\$5,270.67
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT

Item 6.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-561231
Contract Number: USC000099620
Contract Modifier: R0607

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Cody Benningfield	512-202-2162	
-------------------	--------------	--

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : HEWITT, CITY OF
Contract Number : USC000099620
Contract Modifier : R0607
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-561231
Contract Number: USC000099620
Contract Modifier: R0607

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
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Quote Number : QUOTE-561231
Contract Number: USC000099620
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-561231
Contract Number: USC000099620
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

500 W Monroe Street
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Quote Number : QUOTE-561231
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number 8230348260	Transaction Date 01-DEC-2021	Transaction Total 63,248.00 USD	
P.O. Number		P.O. Date	Customer Account No 1000633215
Payment Terms Net Due in 30 Days			Payment Due Date 31-DEC-2021
Bill To Address HEWITT, CITY OF ATTN: Accounts Payable 200 PATRIOT CT HEWITT TX 76643 United States		Ship To Address HEWITT, CITY OF 200 PATRIOT CT HEWITT TX 76643 United States	

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Service From 01-OCT-2021
Service To 30-SEP-2022

Sales Order(s): USC000099620-R0607

For all invoice payment inquiries contact
SLT6ARB@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS
General Comment: Regular Invoice

Total Tax	TX	0.00	USD Subtotal	63,248.00
			USD Total Tax	0.00
			USD Total	63,248.00
			USD Amount Due	63,248.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230348260	Customer Account No 1000633215	Payment Due Date 31-DEC-2021	Transaction Total 63,248.00 USD	Amount Paid
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

HEWITT, CITY OF
ATTN: Accounts Payable
200 PATRIOT CT
HEWITT TX 76643
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:



Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED