

# HEWITT TEXAS

## CITY COUNCIL WORKSHOP/REGULAR MEETING

March 07, 2022 at 6:00 PM

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

### AGENDA

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**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](http://www.cityofhewitt.com/790/Hewitt-TX-TV).

#### WORKSHOP MEETING - 6:00 PM

#### WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

#### WORKSHOP AGENDA

1. Presentation and discussion of the FY 2020-2021 Annual Comprehensive Financial Report by Diana Ward, CPA, Jaynes, Reitmeier, Boyd & Therrell.
2. Presentation and discussion concerning the process and costs for redrawing the City's Ward map.

#### WORKSHOP ADJOURNMENT

#### REGULAR MEETING - 7:00 PM

#### DECLARATION OF A QUORUM AND CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### 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 to, or acting on any comments or items not properly posted on the agenda. [Note: Before 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 on Storm Water Mitigation as required annually by the Texas Commission on Environmental Quality (TCEQ).

## REGULAR AGENDA ITEMS

4. Consider approval of minutes of the Special Called Meeting of February 22, 2022.
5. Motion to accept the Fiscal Year 2020-2021 Annual Comprehensive Financial Report (ACFR).
6. Discussion and possible action on **Resolution 2022-02** authorizing an extension to the 380 agreement between City of Hewitt and Atwood Distributing, LP d/b/a Atwood Ranch and Farm.
7. Discussion and possible action on **Resolution No. 2022-03** opting into the Global Opioid Settlement, agreeing to the allocation term sheet, and authorizing the Mayor to execute an additional settlement agreement.
8. Discussion and possible action on **Resolution No. 2022-04** authorizing project(s) for the American Rescue Plan Act (ARP Act), funding administered by the U.S. Department of the Treasury and the Texas Division of Emergency Management.
9. Consideration and possible action on **Ordinance No. 2022-04** declaring unopposed candidates in the May 7, 2022 General Election to be elected to office and canceling the General Election as prescribed in the Texas Election Code.

## ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on March 02, 2022, by 5:00 PM.

## CITY OF HEWITT

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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

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**MEETING DATE:** March 7, 2022

**AGENDA ITEM #:** 3

**SUBMITTED BY:** Scott Coleman, General Services Director

**ITEM DESCRIPTION:**

Public hearing on Storm Water Mitigation as required by the Texas Commission on Environmental Quality (TCEQ).

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The City is required by the Texas Commission on Environmental Quality (TCEQ) to hold annual public hearings regarding Storm Water Mitigation as part of our Storm Water Management Plan. The purpose of this public hearing is to give the public the opportunity to apprise the City of issues regarding drainage in natural watersheds that may not be readily known by staff. Also, it is an opportunity for the public to make us aware of additional runoff issues in our creeks and waterways.

**FISCAL IMPACT:**

Amount Budgeted – NA  
Line Item in Budget – NA

**SUGGESTED MOTION:**

No action

**ATTACHMENTS:**

None

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** March 7, 2022

**AGENDA ITEM #:** 4

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Consider approval of minutes of the Special Called Meeting of February 22, 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 SPECIAL CALLED MEETING

February 22, 2022, at 7:00 PM

Hewitt Public Safety Facility, 100 Patriot Court, Hewitt, TX 76643

### MINUTES

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**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 Erica Bruce

Council Member Bob Potter

Council Member Bill Fuller

Council Member Charles D. Turner

#### **MEMBER ABSENT:**

Council Member Wilbert Wachtendorf

The meeting was streamed live on the city's Facebook page.

#### **DECLARATION OF A QUORUM AND CALL TO ORDER**

Mayor Steve Fortenberry called the meeting to order at 7:00 PM and announced all the Council Members were present, except for Council Member Wilbert Wachtendorf was absent.

#### **PLEDGE OF ALLEGIANCE**

Mayor Steve Fortenberry led the Pledge of Allegiance.

#### **SPECIAL PRESENTATION(S) AND RECOGNITION(S)**

**1. PRESENTATION OF NEWLY HIRED EMPLOYEE WANDA BROOKS, ADMINISTRATIVE ASSISTANT TO THE CITY MANAGER.**

Human Resources Manager Jessica Higgins introduced Ms. Brooks and provided a brief bio.

**2. PRESENTATION OF HEWITT POLICE DEPARTMENT'S 2021 RACIAL PROFILING REPORT.**

Police Chief Jim Devlin presented the 2021 Racial Profiling Report. Mayor and Council commended Chief Devlin and his department for their efforts in excellence.

**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 to, or acting on any comments or items not properly posted on the agenda

Mayor Steve Fortenberry called for any public comment forms. City Secretary Lydia Lopez received no public comment forms.

**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.**

City Manager Bo Thomas presented. Mayor Fortenberry opened the public hearing at 7:14 PM and called for those wishing to speak in favor. Jonathan Garza, Director of Development for Turner Behringer Development, LLC, and Cam Parker, Developer, appeared in favor. He then called for those wishing to speak against the zone change. No one appeared against the zone change. The public hearing was closed at 7:37 PM. Land density, water usage, and sidewalks were among the topics discussed.

**MOTION:** Council Member Potter moved to approve **Ordinance No. 2022-01** rezoning property known as a portion of James Prowl Survey, AB 817, being a 38.29-acre tract located in the 1400 Block of S. Hewitt Drive., from R-1 Single Family Residential District to R-1-G Garden Home District.

**SECOND:** Mayor Pro Tem Bancale

**AYES:** Potter, Bancale,

**NAYES:** Bruce, Turner, Fuller, and Fortenberry

**ABSENT:** Wachtendorf

**MOTION FAILED.**

**REGULAR AGENDA ITEMS**

**4. APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 7, 2022.**

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

**SECOND:** Mayor Pro Tem Bancale

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

**NAYES:** None

**ABSENT:** Wachtendorf

**MOTION PASSED.**

**5. BRIEFING AND DISCUSSION CONCERNING FINANCIAL STATEMENTS ENDING JANUARY 31, 2022.**

City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the January Financial Statements electronically on February 10, 2022, and inquired if Council had any questions. Council raised no questions or concerns. No action was required.

**6. DISCUSSION AND POSSIBLE ACTION CONCERNING THE REAPPOINTMENT OF MEMBERS TO THE MCLENNAN COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT.**

City Manager Bo Thomas presented and recommended the reappointment of Bret Crook and Jim Devlin.

**MOTION:** Council Member Bill Fuller moved approval of the nominations of Bret Crook and Jim Devlin to the McLennan County 9-1-1 Emergency Assistance District.

**SECOND:** Council Member Turner

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

**NAYES:** None

**ABSENT:** Wachtendorf

**MOTION PASSED.**

**7. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 2022-01 AUTHORIZING AN EXTENSION TO THE 380 AGREEMENT BETWEEN THE CITY OF HEWITT AND BDC LIMITED FAMILY PARTNERSHIP.**

City Manager Bo Thomas presented.

**MOTION:** Mayor Pro Tem Bancale moved approval of **Resolution No. 2022-01**, authorizing an extension to the 380 agreement with BDC Limited Family Partnership.

**SECOND:** Council Member Turner

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

**NAYES:** None

**ABSENT:** Wachtendorf

**MOTION PASSED.**

**ADJOURNMENT**

**MOTION:** Council Member Fuller moved to adjourn the Regular Meeting at 8:42 PM.

**SECOND:** Council Member Turner

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

**NAYES:** None

**ABSENT:** Wachtendorf

**MOTION PASSED.**

Approved: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lydia Lopez, City Secretary

\_\_\_\_\_  
Steve Fortenberry, Mayor

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** March 7, 2022

**AGENDA ITEM #:** 5

**SUBMITTED BY:** Lee Garcia, Finance Director

**ITEM DESCRIPTION:**

Motion to accept the Fiscal Year 2020-2021 Annual Comprehensive Financial Report (ACFR).

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Having had the presentation by Diana Ward, JRB&T, of the FY 2020-2021 audit report, the audit is now being submitted to the City Council for formal acceptance.

The ACFR will then be posted on the city's website and submitted to the Municipal Securities Rulemaking Board, Electronic Municipal Market Access dataport along with required Continuing Disclosure data. This is a website used by the public and investors to research bond information.

We will also be applying once more to the Government Finance Officers Association for award consideration.

**FISCAL IMPACT:**

Amount Budgeted – Enter Dollar Amt.

Line Item in Budget – Enter Acct. #.

**SUGGESTED MOTION:**

I move to accept the Fiscal Year 2020-2021 Annual Comprehensive Financial Report as presented.

**ATTACHMENTS:**

None

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** March 7, 2022

**AGENDA ITEM #:** 6

**SUBMITTED BY:** Bo Thomas, City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on **Resolution 2022-02** authorizing an extension to the 380 agreement between the City of Hewitt and Atwood Distributing, LP d/b/a Atwood Ranch and Farm.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The City entered into a 380 agreement with Atwood Ranch and Farm on March 16, 2020. At the time, the agreement called for an Operations date of October 1, 2021. Due to circumstances beyond Atwood's control, they have asked Council to grant them an extension. Paragraph 5.4 of the 380 agreement provides for those conditions for granting an extension.

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

I move to approve Resolution #2022-02 authorizing an extension agreement between the City and Atwood Distributing, LP d/b/a Atwood Ranch and Farm.

**ATTACHMENTS:**

Resolution  
Letter from Atwood  
380 agreement

**RESOLUTION NO. 2022-02**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS AUTHORIZING AN EXTENSION TO THE 380 AGREEMENT BETWEEN THE CITY OF HEWITT AND ATWOOD DISTRIBUTING, LP d/b/a ATWOOD RANCH AND FARM**

**WHEREAS**, the City Council passed Resolution No. 2020-03 approving a Chapter 380 Agreement with Atwood Distributing, LP d/b/a Atwood Ranch and Farm to develop an Atwood Farm and Ranch store in Hewitt; and

**WHEREAS**, the agreement allowed for an extension to the 380 Agreement should there be extenuating circumstances beyond the control of the business; and

**WHEREAS**, Atwood Distributing, LP d/b/a Atwood Ranch and Farm has provided the attached letter describing the factors necessitating the need for the extension; and

**WHEREAS**, this resolution is to grant an extension to the 380 Agreement between the City of Hewitt and Atwood Distributing, LP d/b/a Atwood Farm and Ranch; and

**WHEREAS**, the extension is for 180 days to the operations date in the agreement of October 1, 2021, to April 1, 2022; and

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

**SECTION 1.** The City Council of the City of Hewitt, Texas approves the 180-day extension as requested.

**SECTION 2.** 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 required by law.

**PASSED AND APPROVED** on this the 7th day of March, 2022.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

ATTEST:

\_\_\_\_\_  
Lydia Lopez, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

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Michael W. Dixon, City Attorney

# ATWOOD DISTRIBUTING, L.P

500 South Garland Road Enid, Oklahoma 73703 (580) 233-3702 FAX (580) 234-4332

March 1, 2022

Mr. Bo Thomas  
City Manager  
City of Hewitt  
200 Patriot Court  
Hewitt, Texas 76643

RE: 380 Agreement Extension Request

Dear Mr. Thomas,

This letter is a formal request to extend the operation date of the 380 agreement between the City of Hewitt, Texas and Atwood Distributing, LP, d/b/a Atwoods Ranch and Home.

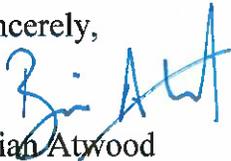
As you know, we did not meet the original proposed operation date of October 1, 2021 (pg. 1, par. 1.1) due to major factors that were beyond our control. Listed below are some of those major factors that caused the delay, all of which were primarily driven by the impact of COVID-19.

1. Significant steel delays, starting with rebar for the foundation as well as structural steel.
2. TXU's main line extension was delayed four (4) times over five (5) months, which slowed the entire schedule down greatly.
3. The air conditioner was delayed six (6) months from original order.
4. Large materials were delayed by all local subcontractors.

For the reasons listed above, we are requesting that the City of Hewitt, Texas grant Atwood Distributing, LP, an operation date extension.

If you have any questions, please contact me. Thank you.

Sincerely,



Brian Atwood  
President

**PROJECT PERFORMANCE AGREEMENT BETWEEN  
THE CITY OF HEWITT AND ATWOOD RANCH & HOME**

This Project Performance Agreement is entered into by and between the City of Hewitt, Texas (hereinafter "City") and Atwood Distributing, LP d/b/a Atwood Ranch & Home (hereinafter "Business").

1. Program Project The Business proposes to construct and operate an Atwood's Store on a parcel of land of approximately 409,464 square feet (9.4 acres) located on Lot 10 Block 1 at the NWC of I-35 and Alliance Pkwy, Commerce Park in Hewitt, McLennan County, Texas, and being more specifically described as set forth in Exhibit "A" attached hereto and incorporated herein (hereinafter "Property"). The Store shall be at least 50,000 square feet, and the capital investment of the Business in developing and constructing the Store, including land acquisition, infrastructure, and construction shall be at least \$4,000,000 (hereinafter "Project").

1.1 The Business proposes that the Store will start operations by October 1, 2021 barring extensions required by matters beyond its control (hereinafter "Operations Date").

2. Commitment and Incentives. Should Business construct the Project and begin operations by the Operations Date (hereinafter "Development Requirements") then in return for such performance, the City agrees to pay an economic development grant to the Business as authorized by Section 380.001 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.

3. Grant

3.1 Definitions.

"Grant" means a Chapter 380 Economic Development grant as authorized by Section 380.001 of the *Texas Local Government Code* and the City's Chapter 380 Economic Development Program to be made in annual payments as provided herein. 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.

"Base Year Amount" means the total City sales tax collected by operations on the Project Premises during the Base Year.

"City's Sales Tax Rate" The current aggregate sales tax rate charged 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 generated from sales tax collected by the Business in each Agreement Year 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 \$500,000. The Grant shall end when the \$500,000 cap is reached, regardless of whether additional time remains on the Grant Term. If the \$500,000 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 Section 4 of this Agreement to be applied in each Agreement Year to the Net Sales Tax Revenues to arrive at the Annual 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.

Upon satisfaction of the Development Requirements, City shall commence making the annual grant payments of the Annual Grant Amount to Business calculated as follows:

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 notice 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 One-hundred (100%) percent.

The Grant Period is subject to when the Total Grant Amount of \$500,000 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 sole consequence. The breaches addressed hereunder are for less than complete failure to meet the Development Requirements. These are:

- a. failure to meet the \$4,000,000 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 described below. For (a), failure to provide at least 75% of the capital investment shall also result in cancellation of the Grant.

6.2 Breach of Capital Investment Requirement. 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.

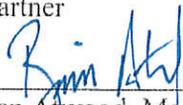
7.16 This Agreement shall be considered a "contract subject to his subchapter" under Section 271.152 of the Local Government Code for purposes of enforcement of this Agreement.

**AGREED:**

**Atwood Distributing, LP d/b/a Atwood Ranch & Home**

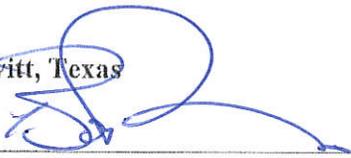
BY: Atwood Distributing GP, LLC

ITS: General Partner

Signed by:   
Brian Atwood, Manager

Date: 3/12/2020

**City of Hewitt, Texas**

Signed by:   
Bo Thomas, City Manager

Date: 3-17-2020

Attest:

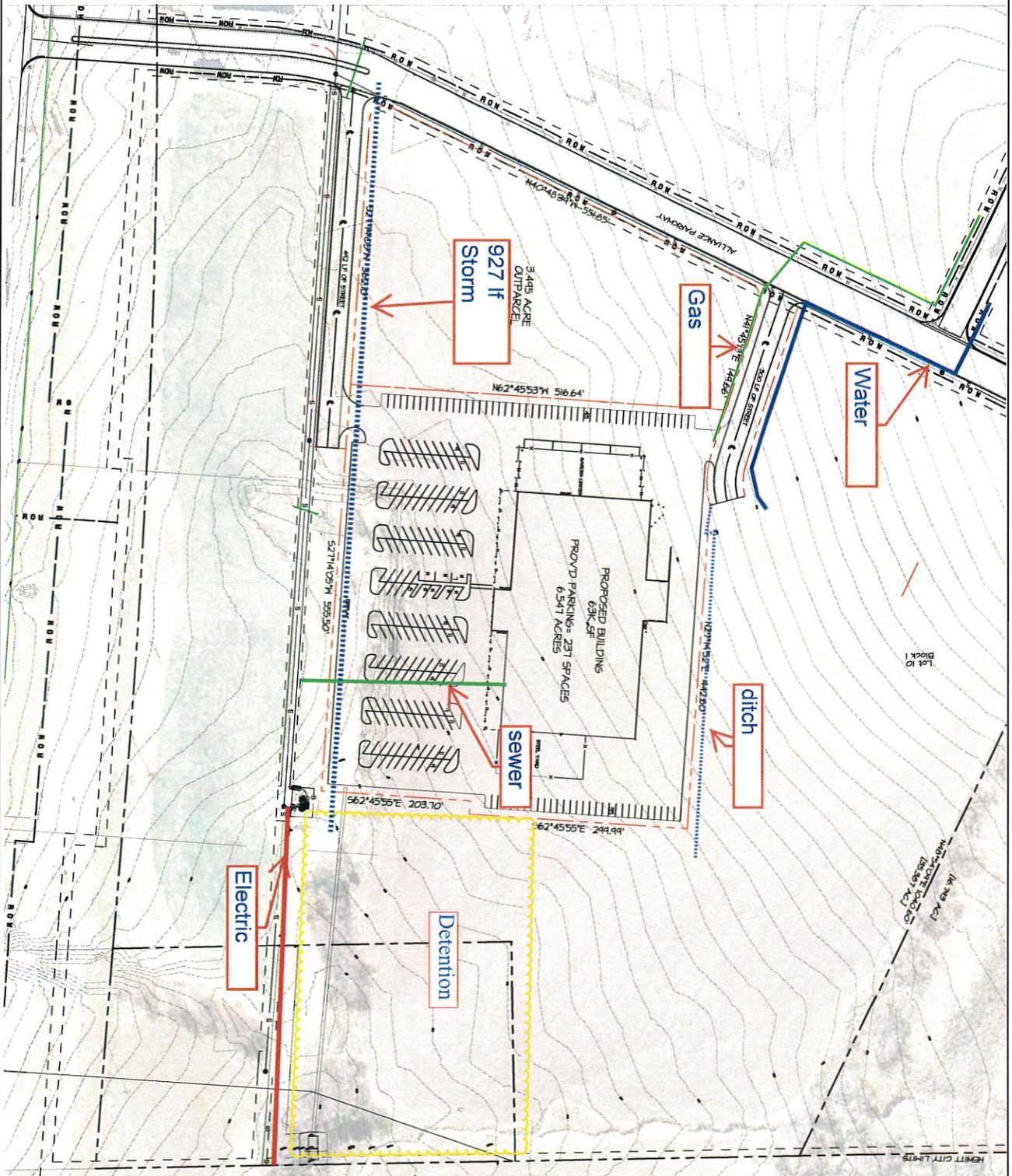
\_\_\_\_\_  
Lydia Lopez, City Secretary

Approved:

\_\_\_\_\_  
Michael W. Dixon, City Attorney

Exhibit "A"

Property



<p>Drawing Date: 02/28/2018          Project: 180111          Scale: XXXXXXXXXXXX</p>	<p>HEMIT, TX          RABB CONSTRUCTION</p>	<p>SITE PLAN</p>	<p>Scale: 1" = 50'          Drawn By: XXXXXXXXXXXX          Checked By: XXXXXXXXXXXX          File No.:</p>	<p>UNDESIGNED - NOT FOR CONSTRUCTION. THIS DRAWING IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.</p>	<p><b>MTG</b>          engineers &amp; surveyors          5950 TRINITY ROAD          HOUSTON, TEXAS 77056          P.O. BOX 888888          HOUSTON, TEXAS 77288          TEL: 281.410.0000          FAX: 281.410.0000          © MTE 01/16/2018</p>	<table border="1"> <thead> <tr> <th>No.</th> <th>Revision/Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Revision/Description	Date												
No.	Revision/Description	Date																			

Exhibit "B"

Certification Regarding Hiring of Undocumented Aliens

Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), relates to restrictions on the use of certain public subsidies. Atwood Distributing, LP ("Company") hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code.

In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company must repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the amount of funds received by Company from the City pursuant to the economic development agreement being negotiated with the City, if any, plus Simple Interest at a rate of four percent (4%) per annum. For the purposes of this Agreement, "Simple Interest" is defined as a rate of interest applied only to an original value, in this case the amount of funds received. This rate of interest can be applied each year, but will only apply to the amount of the funds received and is not applied to interest calculated. For example, if the aggregate amount of funds received by Company is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be  $\$10,000 + [5 \times (\$10,000 \times 0.04)]$ , which is \$12,000.

This certification does not apply to convictions of any Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

Atwood Distributing LP.  
By: [Signature]  
Its: PRESIDENT

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** March 7, 2022

**AGENDA ITEM #:** 7

**SUBMITTED BY:** Bo Thomas, City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on **Resolution No. 2022-02** opting into the Global Opioid Settlement, agreeing to the allocation term sheet, and authorizing the Mayor to execute this additional settlement agreement.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The State of Texas through the Attorney General's office is offering cities and counties the opportunity to opt into the settlement agreement reached with opioid manufacturers and distributors. In order to participate, the City Council needs to authorize by resolution the acceptance of the allocation term sheet and execute the settlement agreements thus avoiding any unnecessary litigation expenses.

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

I move to approve Resolution No. 2022-02.

**ATTACHMENTS:**

Resolution  
Settlement Release Forms - TEVA and ENDO

**RESOLUTION NO. 2022-03**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TX OPTING INTO THE GLOBAL OPIOID SETTLEMENT; ADOPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET AND AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT PARTICIPATION FORMS ON BEHALF OF THE CITY OF HEWITT, TX**

**WHEREAS**, the city of Hewitt learned that certain drug companies and their corporate affiliates have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

**WHEREAS**, these actions, conduct and misconduct have resulted in significant financial costs to the city of Hewitt; and

**WHEREAS**, on December 6, 2021, by **Resolution No. 2021-13**, the Council adopted the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (the "Texas Term Sheet") and approved participation in the State of Texas' settlements with opioid distributors Johnson & Johnson and Pharmaceutical Distributors AmerisourceBergen, Cardinal Health and McKesson, and

**WHEREAS**, the State of Texas has reached final agreements with the following companies to resolve legal claims against them for their role in the opioid crises, and

**WHEREAS**, the State of Texas recently has reached a settlement with pharmaceutical manufacturers Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. (collectively "Endo"); and

**WHEREAS**, the settlement is governed by the Texas Term Sheet and requires Endo to pay \$63 million (the "Settlement Amount") to Texas and its political subdivisions. Of the Settlement Amount, approximately \$56 million is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis; and

**WHEREAS**, the State of Texas also recently reached a settlement with pharmaceutical manufacturers Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cupric Holding Co., Inc., Teva Pharmaceutical Holdings Cooperative U.A., Teva Pharmaceuticals Europe B.V. Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., Warner Chilcott Co., LLC, Actavis South Atlantic LLC, Actavis Elizabeth LLC, Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Kadian LLC, Actavis Laboratories UT, Inc. f/k/a Watson Laboratories Inc.-Salt Lake City, Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida, and Anda, Inc. (collectively "Teva"); and

**WHEREAS**, the settlement is governed by the Texas Term Sheet and requires Teva to pay \$225 million (the “Settlement Amount”) to Texas and its political subdivisions; and

**WHEREAS**, these settlement agreements will allow the city of Hewitt to participate in the settlement distributions, and

**WHEREAS**, the city of Hewitt desires to participate in the settlement resolutions and avoid costly bankruptcy litigation and the need to file claims.

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

That the settlement with pharmaceutical manufacturers Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc., is approved.

That the settlement with pharmaceutical manufacturers Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cupric Holding Co., Inc., Teva Pharmaceutical Holdings Cooperative U.A., Teva Pharmaceuticals Europe B.V. Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., Warner Chilcott Co., LLC, Actavis South Atlantic LLC, Actavis Elizabeth LLC, Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Kadian LLC, Actavis Laboratories UT, Inc. f/k/a Watson Laboratories Inc.-Salt Lake City, Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida, and Andia, Inc., is also approved.

That the Mayor is hereby authorized to execute all necessary documents on behalf of the City of Hewitt.

PASSED AND APPROVED this 7<sup>th</sup> day of March, 2022.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

**ATTEST:**

\_\_\_\_\_  
Lydia Lopez, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

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Michael W. Dixon, City Attorney

**Exhibit A****TEXAS SUBDIVISION AND SPECIAL DISTRICT  
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions<sup>1</sup> resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

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<sup>1</sup> The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: \_\_\_\_\_

Texas Subdivision Name: \_\_\_\_\_

By: \_\_\_\_\_

- [NAME]
- [TITLE]
- [ADDRESS]
- [TELEPHONE]
- [EMAIL ADDRESS]

**Exhibit B****TEXAS SUBDIVISION AND SPECIAL DISTRICT  
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions<sup>1</sup> resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

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<sup>1</sup> The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: \_\_\_\_\_

Texas Subdivision Name: \_\_\_\_\_

By: \_\_\_\_\_

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** March 7, 2022

**AGENDA ITEM #:** 8

**SUBMITTED BY:** Lee Garcia, Finance Director

**ITEM DESCRIPTION:**

Discussion and possible action on **Resolution No. 2022-04** authorizing project(s) for the American Rescue Plan Act (ARP Act), funding administered by the U.S. Department of the Treasury and the Texas Division of Emergency Management.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The City of Hewitt has been designated by the American Rescue Plan Act of 2021 to receive a total of \$3.7 million and have been instructed to authorize a project for use of the funds. Staff is proposing The Hewitt and Commerce Park Water System Improvements.

**FISCAL IMPACT:**

Amount Budgeted – N/A

Line Item in Budget – N/A

**SUGGESTED MOTION:**

“I move to approve Resolution No. 2022-04 authorizing The Hewitt and Commerce Park Water System Improvements project for the American Rescue Plan Act (ARP Act), funding.”

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE CITY OF HEWITT, TEXAS,  
AUTHORIZING AS AN AMERICAN RESCUE PLAN (ARP)  
PROGRAM THE HEWITT AND COMMERCE PARK  
WATER SYSTEM IMPROVEMENTS.**

**WHEREAS**, participation in American Rescue Plan Act (ARP Act) program requires selection and authorization by the city council of a project(s);

**WHEREAS**, the project(s) identified is The Hewitt and Commerce Park Water System Improvements.

**WHEREAS**, the City of Hewitt is drilling a water well which will provide 500 gallons per minute of drinking water to the residents of Hewitt. The City will also provide a back-up generator at the site, new piping, and SCADA management software. The increase in efficiency of this well and other equipment at the Treatment Plant will benefit the residents of Hewitt not only by providing a water source, but also in power and water, and labor savings.

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

**SECTION 1.** That The Hewitt and Commerce Park Water System Improvements is selected as the project(s) financed by the ARP Act.

**SECTION 2.** 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 required by law.

**PASSED AND APPROVED** on this the 7th day of March, 2022.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

ATTEST:

\_\_\_\_\_  
Lydia Lopez, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

\_\_\_\_\_  
Michael W. Dixon, City Attorney

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** March 7, 2022

**AGENDA ITEM #:** 9

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Consideration and possible action on **Ordinance No. 2022-04** declaring unopposed candidates in the May 7, 2022 General Election to be elected to office and canceling the General Election as prescribed in the Texas Election Code.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

On February 7, 2022, the Council approved Ordinance No. 2022-03 ordering a General Election to elect three (3) council members for Ward 1, Place 2, Ward 2, Place 2, and Ward 3, Place 2. The deadline to file for a place on the ballot and to file as a declared write-in has passed. Only one candidate filed to run for each position.

Texas Election Code, Section 2.052 and 2.053 requires the city secretary to deliver to the Council a certification (attached) that each candidate in the election is unopposed. Upon receipt of that certification, the governing body, by order or ordinance, may declare each unopposed candidate elected to the office. Candidates Johnny Stephens, Johnny Price, and Steve Fortenberry had no opposition. The attached ordinance declares the unopposed candidates elected to office, cancels the election and provides the required posting of an Order of Cancellation.

At the May 16, 2022 Council meeting, the City Secretary will issue Certificates of Election and administer the oath of office to incoming Council members. Staff recommends approval.

**FISCAL IMPACT:**

Amount Budgeted – \$7,000

Line Item in Budget – 10-50210-61-00/20-50210-93-00

**SUGGESTED MOTION:**

I move to approve Ordinance No. 2022-04 cancelling the City's General Election and declaring unopposed candidates elected to office.

**ATTACHMENTS:**

Certification of Unopposed Candidates  
Ordinance and Exhibit

AW12-1  
Prescribed by Secretary of State  
Section 2.051 – 2.053, Texas Election Code  
2/14

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)  
CERTIFICACIÓN DE CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body**

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2022.

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 7 de mayo, 2022.*

**List offices and names of candidates:**

*Lista de cargos y nombres de los candidatos:*

**Office(s) Cargo(s)**

**Candidate(s) Candidato(s)**

**Ward 1, Place 2**

**Johnny Stephens**

*Distrito Electoral 1, Sitio 2*

*Johnny Stephens*

**Ward 2, Place 2**

**Johnny Price**

*Distrito Electoral 2, Sitio 2*

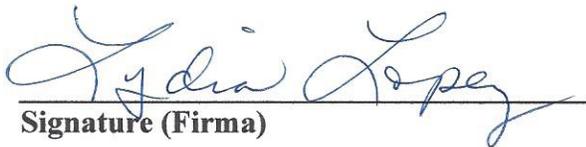
*Johnny Price*

**Ward 3, Place 2**

**Steve Fortenberry**

*Distrito Electoral 3, Sitio 2*

*Steve Fortenberry*

  
**Signature (Firma)**

Lydia Lopez Lydia Lopez  
**Printed name (Nombre en letra de molde)**

City Secretary Secretaria de la Cuidad  
**Title (Puesto)**

February 23, 2022 (23 de febrero 2022)  
**Date of signing (Seal)**



**ORDINANCE NO. 2022-04**

AN ORDINANCE OF THE CITY OF HEWITT, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 7, 2022 GENERAL ELECTION ELECTED TO OFFICE; CANCELLING THE GENERAL ELECTION SCHEDULED TO BE HELD ON THE 7<sup>th</sup> DAY OF MAY, 2022; AND PROVIDING DETAILS RELATING TO THE CANCELLATION OF SAID ELECTION.

WHEREAS, ORDINANCE NO. 2022-03 passed on February 7, 2022, called the general election of three (3) council members, those being Council Members for a position to serve the full term of two (2) years for Council Member - Ward 1, Place 2, Council Member - Ward 2, Place 2, and Council Member - Ward 3, Place 2, for the City of Hewitt, Texas; and,

WHEREAS, at the deadline to file application for a place on the ballot and the deadline to file as a declared write-in candidate, only one candidate filed to run for each position (Council Member - Ward 1, Place 2, Council Member - Ward 2, Place 2, and Council Member - Ward 3, Place 2).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, that based on the information received and in accordance with Section 2.053 of the Texas Election Code, the City Council hereby authorizes the cancellation of the general election called for May 7, 2022, and hereby declares the unopposed candidates elected to the office; and,

WHEREAS, the following candidates have been certified as unopposed and are hereby elected as follows:

<u>Candidate</u>	<u>Office Sought</u>
Johnny Stephens	Ward 1, Place 2
Johnny Price	Ward 2, Place 2
Steve Fortenberry	Ward 3, Place 2

FURTHER, the City Secretary is directed to cause a copy of the Order of Cancellation, attached hereto as Exhibit “A” and incorporated by reference, to be posted on election day at the polling place that would have been used in the election; and,

FURTHER, it is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraph or sections of this ordinance since the City Council would have enacted them without the invalid portion.

FURTHER, this ordinance shall take effect upon its final passage.

**PASSED and APPROVED** this 7th day of March 2022.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

**ATTEST:**

\_\_\_\_\_  
Lydia Lopez, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

\_\_\_\_\_  
Michael W. Dixon, City Attorney

## EXHIBIT A (Anexo A)

AW12-2  
 Prescribed by Secretary of State  
 Section 2.051 – 2.053, Texas Election Code  
 2/14

**ORDER OF CANCELLATION**  
**ORDEN DE CANCELACIÓN**

The City of Hewitt hereby cancels the election scheduled to be held on May 7, 2022, in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El ciudad de Hewitt por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 7 de mayo, 2022 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

<b>Candidate</b> (Candidato)	<b>Office Sought</b> (Cargo al que presenta candidatura)
Johnny Stephens <i>Johnny Stephens</i>	Ward 1, Place 2 <i>Distrito Electoral 1, Sitio 2</i>
Johnny Price <i>Johnny Price</i>	Ward 2, Place 2 <i>Distrito Electoral 2, Sitio 2</i>
Steve Fortenberry <i>Steve Fortenberry</i>	Ward 3, Place 2 <i>Distrito Electoral 3, Sitio 2</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

\_\_\_\_\_  
 Mayor (*Alcalde*)

\_\_\_\_\_  
 Secretary (*Secretaria*)

(seal)(*sello*)

\_\_\_\_\_  
 Date of adoption (*Fecha de adopción*)