

**NOTICE OF MEETING PUBLIC MEETING  
LORENA CITY COUNCIL  
MONDAY, MAY 15, 2023 - 6:30 P.M.  
LORENA CITY HALL  
107-A S. FRONTAGE ROAD, LORENA TEXAS**

THE PUBLIC WILL BE ABLE TO JOIN THE MEETING BY VIDEOCONFERENCING  
AT THE FOLLOWING LINK <https://meet.goto.com/389118933> and/or join the conference  
call at (254) 655-5400; GUEST PIN :2021  
The City Council Meeting will be opened to the public.

Questions and comments on items listed on the agenda may be emailed no later than  
NOON on the day of the meeting to the City Secretary Monica Hendrix via email to  
[mhendrix@lorenatx.gov](mailto:mhendrix@lorenatx.gov)

**AGENDA**

- 1. Call to Order/Roll Call.**
- 2. Pledge of Allegiance**
- 3. Citizens questions or comments.**  
*At this time any person with business before the Council not scheduled on the agenda may speak to the Council. Comments are limited to three (3) minutes, and this time is not transferable. Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. This forum is limited to a total of 30 minutes.*
- 4. Discussion and action on Resolution 2023-0515-01 canvassing the votes and declaring the results of the election.**
- 5. Presentation of Certificates of Election to newly elected Council Members and Administer the oath of office to those elected.**
- 6. Discussion and possible action appointing a Mayor Pro Tempore for a one-year term.**
- 7. Approval of Minutes:**
  - a. April 17, 2023**
- 8. Committee and Corporation Reports:**
  - a. Lorena Economic Development Corporation**
  - b. Lorena Planning and Zoning Commission**
- 9. Consider the request of J Squared Lorena Development, LLC, applicant, for approval of a Final Plat of Rosenthal Estates Phase II containing 93 single family residential lots and 2 non-residential lots being described as a 38.28 acre tract of land out of the Thomas Thatcher Survey, Abstract No. 847, McLennan County, Texas, and being part of the remainder of a called 107.7354 acre tract of land described in a deed to Lorena Development Joint Venture, recorded in Volume 1861, Page 494, Deed Records of McLennan County, Texas, located east of IH-35 and adjacent to and north of Rosenthal Parkway.**
- 10. Consider the request of Loera Land Investments, LLC, owner/applicant, for approval of a Final Plat of The Arches Phase II containing 51 single family residential lots and 6 non-residential lots (dedicated open space) being described as a 61.665 acre tract of land situated in the Erastus Yeamen Survey, Abstract No. 956, McLennan County, Texas, and being a portion of the remainder of that called 220.377 acre tract of land described in a**

deed to Loera Land Investments, LLC, a Texas Limited Liability Company, as recorded in McLennan County Clerks File Number 2018009246 of the official public records of McLennan County, Texas (O.P.R.M.C.T.) located on the north side of FM 2837 (Rosenthal Road) west of Birdie Lane.

11. Discussion and Possible Action on appointment of a Lorena City Council member to the open Seat #2 of the Lorena TIRZ #1 East Board of Directors, for the remainder of the current term to expire in November 2023.
12. Discussion and possible action adopting ordinance number 2023-0515-01 establishing a paid quarantine leave policy in accordance with section 180.008 of the Texas Local Government Code.
13. Discussion and possible action awarding the 2022 Street Bond Project to Kasparian Underground LLC dba H&B Contractors in the amount of \$4,647,228.00 for Packages A, B, C, and Package D Add Alternate B.
14. Discussion and possible action authorizing the Mayor to enter into an agreement with McLennan County to be a subrecipient of \$225,000.00 of the ARPA funds awarded to McLennan County.
15. Police Department Activity Report.
16. City Manager Report:
  1. Lorena VFD ALS certification
  2. New employee Kaylee Davis
  3. Roadster Travel Center moving dirt
  4. Shepards Heart Food Pantry under construction
  5. Burgers and Blessings May 20, 2023, 11A – 1P Journey Lorena
  6. City Managers Vacation June 20th through July 4th
17. Future Agenda Items.
18. Adjourn

PURSUANT TO SECTION 551.127 OF THE TEXAS GOVERNMENT CODE, AND IN CONJUNCTION WITH THE GUIDANCE AND PROVISIONS PROVIDED BY THE GOVERNOR OF TEXAS IN THE DECLARATION OF DISASTER ENACTED MARCH 13, 2020, MEMBERS OF THE CITY COUNCIL MAY BE PARTICIPATING REMOTELY IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, AS TEMPORARILY MODIFIED BY THE GOVERNOR.

In compliance with the American with Disabilities Act, the City of Lorena 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 side of the building. Requests for sign interpreters or special services must be received seventy-two (72) hours prior to the meeting by calling the City Secretary at 254-857-4641.

The Lorena City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

#### PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

The meetings will be streamed live on the City of Lorena's Facebook page.

Citizens who wish to address the Council on any item on the agenda or under the hearing of visitors, must submit questions via email to the City Secretary Monica Hendrix @ [mhendrix@lorenatx.gov](mailto:mhendrix@lorenatx.gov) or in person at Lorena City Hall at 107-A S. Frontage Road by NOON on the day of the meeting. Your comments will be read into the records during the meeting.

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

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Lorena, Texas, was posted on the front door at the Lorena City Hall and the city website at 12:00 AM/PM on May 11, 2023.

  
\_\_\_\_\_  
Monica Hendrix-City Secretary

Lorena City Council Meeting 5-15-2023

May 15, 2023, 6:30 – 8:30 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/389118933>

Join the conference call:

(254)655-5400; GUEST PIN: 2021

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

## RESOLUTION 2023-0515-01

### A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 6, 2023 ELECTION OF A MAYOR AND THREE (2) ALDERMAN AT LARGE

There came to be considered the returns of an election held on the 6th day of May 2023, for the purpose of electing the hereinafter named officials, and it appearing from said returns, duly and legally made, that there were cast at said election 148 votes; that each of the candidates in said election received the following votes:

<u>Position-Mayor</u>	<u>Votes Cast</u>
Tommy Ross	101
Shane Phillips	47

<u>Position-Alderman-2 year term</u>	<u>Votes Cast</u>
Katrina George	unopposed
Brad Wetzel	unopposed

### NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LORENA, TEXAS:

That said election was duly called; notice of said election was given in accordance with law, and that said election was held in accordance with law; and that **Tommy Ross** was duly elected as Mayor for a two-year term and **Katrina George and Brad Wetzel** were duly elected as Alderman at large for a two-year term. Said above named parties are hereby declared duly elected to said respective offices, subject to the taking of their oath of office as provided by the law of the State of Texas.

It is further found and determined that in accordance with the order of this governing body that the City Secretary posted written notice of the date, place, and subject of this meeting on the bulletin board at City Hall, a place convenient to the public, and said notice having been so posted continuously for at least 72 hours preceding the date of this meeting. A copy of the return of said posting shall be attached to the minutes of the meeting and shall be made a part thereof for all intents and purposes.

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF MAY 2023.**

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**Kelly Yarbrough, Mayor Protem**

**ATTEST:**

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**Monica Hendrix, City Secretary**

**NOTICE OF MEETING PUBLIC MEETING  
LORENA CITY COUNCIL  
MONDAY, APRIL 17, 2023 - 6:30 P.M.  
LORENA CITY HALL  
107-A S. FRONTAGE ROAD, LORENA TEXAS**

THE PUBLIC WILL BE ABLE TO JOIN THE MEETING BY VIDEOCONFERENCING  
AT THE FOLLOWING LINK <https://meet.goto.com/381991685> and/or join the conference  
call at (254) 655-5400; GUEST PIN :2021

The City Council Meeting will be opened to the public. To mitigate the spread of  
COVID-19, social distancing will be recommended.

Questions and comments on items listed on the agenda may be emailed no later than  
NOON on the day of the meeting to the City Secretary Monica Hendrix via email to  
[mhendrix@lorenatx.gov](mailto:mhendrix@lorenatx.gov)

**MINUTES**

**1. Call to Order/Roll Call.**

Mayor Ross called the meeting to order at 6:30 p.m. City Council members present were  
Mayor Tommy Ross, Jason Blaneck, Katrina George, Shane Phillips and Kelly Yarbrough was  
present via teleconference. Emily McKenzie was absent.

City Staff present were Monica Hendrix, Scott Holt, Kyler Jones, Linda Klump, Kevin Neal  
and Peter Rivas.

**2. Pledge of Allegiance**

Mayor Ross led the pledge of allegiance.

**3. Citizens questions or comments.**

*At this time any person with business before the Council not scheduled on the agenda may speak  
to the Council. Comments are limited to three (3) minutes, and this time is not transferable.  
Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or  
acting on any comments or items that have not been properly posted on the agenda. This forum is  
limited to a total of 30 minutes.*

There were no comments.

**4. Approval of Minutes:**

**a. March 20, 2023**

MOTION: Shane Phillips

SECOND: Katrina George

FOR: Blaneck, George, Yarbrough and Phillips

AGAINST: None

ABSENT: Emily McKenzie

Motion carried 4-0

**5. Committee and Corporation Reports:**

**a. Lorena Economic Development Corporation**

EDC Member Brad Wetzel reported the EDC will allocate no more than \$2000 for a cost study for fire flow line for the Old Middle School property. This will help to figure cost to upgrade that line for future development of the property. EDC also approved for Consultant Jason Mundo to attend the Retail Live event in Austin in August. Brad Wetzel will also attending the event with Mundo as backup to promote available development properties in Lorena. Gateway Monument bids will be opened on May 5, 2023 at Lorena City Hall.

**b. Lorena Planning and Zoning Commission**

No Meeting. They will meet in May.

**6. Recognition of the promotion of SRO Peter Rivas to the rank of Sergeant.**

Police Chief Scott Holt spoke and stated that Officer Peter Rivas has worked for the Lorena Police Department for 12 years serving in many roles. Rivas is currently the Lorena ISD School Resource Officer. Holt is promoting Rivas to the rank of Sergeant and with this promotion will become the Lorena ISD School Resource Officer Supervisor.

Elaine with State Representative Charles “Doc” Anderson’s Office presented a Texas Flag that was flown over the state capital to Rivas in honor of his promotion. Chief Holt presented a certificate of promotion to Rivas and congratulated him on his promotion. Rivas’s wife Melissa pinned the new Sergeant badge on Rivas. Peter Rivas spoke and thanked the everyone for showing up tonight. Rivas says it has been a long 12 years and he greatly appreciates the recognition that through hard work and dedication proves. Rivas also thank Chief Holt for the promotion and for believing in him enough to give him this opportunity and he will continue to strive to do his best.

**7. Discussion and possible action on the upated Investment Policy.**

Finance Officer Linda Klump informed council of the minor changes to the investment policy. Klump says this is a requirement of the Public Funds Investment Act that the city is to look at the policy each year to stay in compliance. There are no major changes to the policy.

MOTION: Katrina George

SECOND: Jason BlaneK

FOR: BlaneK, George, Yarbrough and Phillips

AGAINST: None

ABSENT: Emily McKenzie

Motion carried 4-0

**8. Discussion and possible action on the proposed Purchasing Policy.**

City Manager Kevin Neal explained that himself and Linda Klump have been working on this policy and it is based on laws and regulations for Type A General Law cities as well as insurance and bonding requirements for the individual employees and City Manager.

MOTION: Shane Phillips

SECOND: Jason BlaneK

FOR: BlaneK, George, Yarbrough and Phillips

AGAINST: None

ABSENT: Emily McKenzie

Motion carried 4-0

**9. Discussion and possible actin on an updated COVID Policy.**



Kevin Neal explained as the Federal Government will end Covid emergency declaration and funding on May 11, 2023. Staff recommends accounting for Covid illness as “sick time” for the infected employee just as illnesses such as flu are handled – i.e. no longer recording as “regular time-COVID” as the Federal Government has concluded any reporting/funding associated with the pandemic. This policy will line out what to do if employees are out with covid.

MOTION: Shane Phillips motioned to adopt the updated policy.

SECOND: Jason Blane

FOR: Blane, George, Yarbrough and Phillips

AGAINST: None

ABSENT: Emily McKenzie

Motion carried 4-0

**10. Presentation of March 31, 2023 Summary of Cash and Investment Report and Budget Report.**

Linda Klump explained in the Summary of Cash report the interest rates are rising for investments. Klump reviewed the Budget Report and says we are half way through the year and you want to see we are tracking at 50 percent. Klump explained that some funds are over 50 percent because dues were paid in full at the beginning of the year.

**11. Discussion and possible action on adding an additional checking account for the city.**

Klump explained the City of Lorena has a depository contract with Extraco Banks and has a great working relationship with that bank. Extraco holds the City’s operating checking account, payroll account, forfeiture account, Lorena EDC’s checking account, Lorena EDC’s money market account (investment), and the City’s money market account and certificates of deposit (investments). The City also has funds available with TexPool and TexStar (local government investment pools) that allow the City to transfer funds to our operating account for payroll and payable needs as necessary. During Public Funds Investment training has recommended maintaining a checking account with an additional financial institution to ensure accessibility to funds to continue operations if a depository institution encounters operational issues. While staff has no concerns with Extraco Banks, staff did contact some local institutions regarding holding funds, below the FDIC insurance limit, in a checking account as a “backup” banking relationship if needed. First National Bank of Central Texas offered a checking account with no monthly fee and interest on the balance (based on the amount held) with the understanding that there are no planned transactions to the account. Staff recommends opening a backup checking account with First National Bank of Central Texas.

MOTION: Jason Blane motion to open additional checking account as recommended.

SECOND: Katrina George

FOR: Blane, George, Yarbrough and Phillips

AGAINST: None

ABSENT: Emily McKenzie

Motion carried 4-0

**12. Police Department Activity Report.**

Scott Holt says report is in packet. There were 202 Calls by Type, 5 arrest, and 228 Citations issued in March 2023. Katrina George asked if the school incidents are reported in these numbers and was told yes.

**13. City Manager Report:**

**1. Roadster Travel Center update.**

Neal reported he reached out to Mubin and things are moving slower than anticipated but they are still planning to build. He paused on giving a definite date but says they are coming.

**2. Street bond public bid opening.**

Bids were opened today and the engineer is tabulating the bids and will recommend who is low bid. There were only two companies that bid, TTG from Gatesville and Consperion from McGregor.

**3. New staff member in our Public Works Department.**

Randy Landrum is the new employee in the Public Works department.

**4. Phase 2 Rosenthal Estates under review**

Currently under review with the planning department for approval.

**5. Phase 2 Arches Subdivision under review**

Currently under review with the planning department for approval. We also received Phase 1 letter of approval from the engineers that has been turned over to Loera and his Attorney for review. A maintenance bond will be issued with this letter of approval.

**14. Future Agenda Items.**

TCEQ compliance for lead and copper.

**15. Executive Session: In accordance with Texas Government code, sections 551.074(a)(1), Personnel Matters, to deliberate the appointment, employment, evaluation, or duties of:**

**a. Permit Clerk**

Council convened into executive session at 7:09 p.m.

**16. Reconvene into open session and act as deemed appropriate of the City Council's deliberation regarding:**

**a. Permit Clerk**

Council reconvened into executive session at 7:19 p.m.

**17. Adjourn**

Due to no further business the meeting adjourned at 7:19 p.m.

These minutes were approved this 15<sup>th</sup> day of May 2023.

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Tommy Ross, Mayor

Attest:

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Monica Hendrix, City Secretary



# **CITY OF LORENA**

## **CITY COUNCIL CASE MEMO**

**PLANNING AND ZONING DEPARTMENT**  
CITY HALL, 107-A S. FRONTAGE ROAD • LORENA, TX 76655

**TO:** City Council

**DATE:** May 15, 2023

**APPLICANT:** J Squared Lorena Development, LLC

**CASE NUMBER:** FP-2023-03-2

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### **SUMMARY**

Consider the request of J Squared Lorena Development, LLC, applicant, for approval of a Final Plat of Rosenthal Estates Phase II containing 93 single family residential lots and 2 non-residential lots being described as a 38.28 acre tract of land out of the Thomas Thatcher Survey, Abstract No. 847, McLennan County, Texas, and being part of the remainder of a called 107.7354 acre tract of land described in a deed to Lorena Development Joint Venture, recorded in Volume 1861, Page 494, Deed Records of McLennan County, Texas, located east of IH-35 and adjacent to and north of Rosenthal Parkway.

### **BACKGROUND**

The applicant is requesting approval of a Final Plat in order to create a residential subdivision for the second phase of Rosenthal Estates. The property is located east of IH-35 and adjacent to and north of Rosenthal Parkway. Phase Two consists of 93 single family residential lots with 1 lot being dedicated for drainage and 1 lot being a dedicated easement. The property is currently zoned SF (Single-Family Residential District) with a minimum lot area of 8,700 sq. ft., a minimum lot width of 85 feet and a minimum lot depth of 110 feet. In addition, the minimum dwelling unit area is 1,500 sq. ft. Phase Two's street pattern connects to Rosenthal Parkway as the main entrance into the subdivision and creates a curvilinear street design with cul-de-sacs branching off on the north and south areas of the subdivision with a future street connection to the west on to Gibraltar Lane. This design appears to allow for adequate vehicular circulation for residents and provides adequate fire protection with sufficient turn arounds within the proposed cul-de-sacs. The streets meet the minimum required fifty (50') right-of-way dedication requirement.

The applicant has submitted the drainage analysis of the property as required for the Preliminary Plat. The plan is indicating the location of a detention pond in the southeast corner of Phase Two.

The submitted engineering utilities layout indicate the lots will have adequate domestic water and fire protection connected to the City's existing water main located in Rosenthal Parkway. The proposed utility plan indicates the ability to connect to City's existing sanitary sewer system.

## **ADJACENT LAND USES AND ACCESS**

The subject property is located east of Interstate Highway 35 adjacent to and on the north side of Rosenthal Parkway. The land uses adjacent to the subject property are as follows:

North: Directly north the majority of the property is single-family residential development.

South: Single-family residential development.

East: Directly east Phase One is floodplain and single-family development. East of Phase Two is vacant property.

West: West of Phase One is vacant property and west of Phase-Two is single-family residential.

At the May 8, 2023 Planning & Zoning Commission meeting, the Commission approved the Final Plat by a vote of 4-0.

## **CONDITIONS OF APPROVAL**

1. That the final engineering construction plans be approved by the City Engineer.
2. The City of Lorena requires parkland dedication or fees in lieu of for residential subdivision development. Parkland dedication for a residential subdivision plat is a minimum of one (1) acre of land per one hundred (100) of projected subdivision population calculated based upon 2.8 persons per dwelling unit. Based on the proposed 93 lots  $\times 2.8 = 260.4$  divided by 100 = 2.604 acres of parkland required dedication. Refer to the City of Lorena Subdivision Ordinance Section 10.11 Parkland Dedication for the further details of fees in lieu of dedication.



VICINITY MAP  
SCALE: 1" = 1000'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	588.49	904.93	37.26	S79° 10' 02"W	578.17
C2	135.31	300.00	25.84	S20° 39' 17"W	134.17
C2	23.39	325.00	4.12	S18° 40' 23"W	23.38
C3	136.46	300.00	26.06	S20° 32' 43"W	135.29
C4	69.22	300.00	13.22	S14° 07' 28"W	69.07
C5	266.13	300.00	50.83	S4° 40' 44"E	257.49
C6	186.10	150.00	71.08	S65° 38' 04"E	174.39
C7	30.62	300.00	5.85	S17° 48' 38"W	30.61
C8	34.61	150.00	13.22	N75° 52' 34"W	34.54
C9	70.69	45.00	90.00	N37° 29' 11"W	63.64
C10	152.88	904.93	9.68	S65° 22' 37"W	152.70
C11	110.50	904.93	7.00	S73° 42' 53"W	110.43
C12	261.90	904.93	16.58	S88° 40' 13"W	260.99
C13	13.20	904.93	0.84	N82° 37' 14"W	13.20
C14	53.72	50.00	61.56	N38° 17' 43"E	51.18
C15	58.45	50.00	66.98	S77° 25' 54"E	55.18
C16	65.56	50.00	75.13	S6° 22' 28"E	60.97
C17	57.88	50.00	66.32	S64° 21' 09"W	54.70
C18	20.65	45.00	26.30	N20° 39' 44"E	20.47
C19	23.83	67.50	20.22	N23° 41' 55"E	23.70
C20	75.55	67.50	64.13	N18° 28' 36"W	71.67
C21	68.62	67.50	58.24	N79° 39' 42"W	65.70
C22	12.01	45.00	15.29	S78° 51' 46"W	11.97
C23	8.64	45.00	11.00	N87° 59' 21"W	8.63
C24	31.42	20.00	90.00	S37° 29' 11"E	28.28
C25	44.49	325.00	7.84	N11° 26' 08"E	44.45
C26	79.12	325.00	13.95	N22° 19' 54"E	78.93
C27	24.22	325.00	4.27	N31° 26' 28"E	24.22
C28	24.20	275.00	5.04	N31° 03' 19"E	24.19
C29	99.84	275.00	20.80	N18° 08' 01"E	99.29
C30	59.75	325.00	10.53	S13° 00' 01"W	59.67
C31	79.12	325.00	13.95	S25° 14' 31"W	78.93
C32	7.71	325.00	1.36	S32° 53' 47"W	7.71
C33	51.52	275.00	10.73	S28° 12' 34"W	51.44
C34	73.57	275.00	15.33	S15° 10' 42"W	73.35
C35	5.77	175.00	1.89	S81° 32' 32"E	5.77
C36	34.61	175.00	11.33	S74° 55' 53"E	34.56
C37	87.58	50.00	100.36	N19° 05' 06"W	76.81
C38	60.25	50.00	69.04	N65° 36' 44"E	56.67
C39	60.25	50.00	69.04	S45° 21' 06"E	56.67
C40	27.55	50.00	31.57	S4° 57' 02"W	27.20
C41	28.07	275.00	5.85	S17° 48' 38"W	28.06
C42	12.57	50.00	14.41	S22° 05' 28"W	12.54
C43	75.75	50.00	86.81	S72° 42' 01"W	68.71
C44	79.30	50.00	90.87	N18° 27' 34"W	71.25
C45	67.99	50.00	77.91	N65° 55' 53"E	62.87
C46	26.48	325.00	4.67	N18° 24' 03"E	26.47
C47	5.81	125.00	2.66	N70° 35' 49"W	5.81
C48	23.04	125.00	10.56	N77° 12' 28"W	23.00
C49	51.60	325.00	9.10	S12° 03' 46"W	51.55
C50	70.08	275.00	14.60	S13° 26' 04"W	69.89
C51	131.10	275.00	27.31	S7° 31' 23"E	129.86
C52	42.78	275.00	8.91	S25° 38' 11"E	42.73
C53	155.08	125.00	71.08	S65° 38' 04"E	145.32
C54	73.31	175.00	24.00	N89° 10' 30"W	72.78
C55	65.67	175.00	21.50	N66° 25' 23"W	65.29
C56	74.92	175.00	24.53	N43° 24' 27"W	74.35
C57	3.21	175.00	1.05	N30° 37' 04"W	3.21
C58	20.81	325.00	3.67	N28° 15' 29"W	20.81
C59	79.12	325.00	13.95	N19° 26' 57"W	78.93
C60	79.12	325.00	13.95	N5° 30' 00"W	78.93
C61	79.12	325.00	13.95	N8° 26' 57"E	78.93
C62	30.13	325.00	5.31	N18° 04' 45"E	30.12
C63	63.45	275.00	13.22	N14° 07' 28"E	63.31
C64	35.18	50.00	40.31	S51° 02' 52"E	34.46
C65	64.99	50.00	74.47	S6° 20' 41"W	60.51
C66	60.69	50.00	69.54	S78° 21' 07"W	57.03
C67	65.77	50.00	75.36	N29° 11' 49"W	61.13
C68	35.18	50.00	40.31	N28° 38' 23"E	34.46

OWNER:  
ROSENTHAL ESTATES LAND INVESTMENTS  
2002 RUSTIC MANOR,  
TEMPLE, TX 76502  
PHONE: (254) 368-9649  
EMAIL: josh@weltexinvestments.com

DEVELOPER:  
WELTEX INVESTMENTS  
2002 RUSTIC MANOR,  
TEMPLE, TX 76502  
PHONE: (254) 368-9649  
EMAIL: josh@weltexinvestments.com

SURVEYOR:  
LUTHER FROBISH  
PO BOX 1411,  
BELTON, TX 76513  
PHONE: (254) 624-7668  
EMAIL: lfrobish@gmail.com

ENGINEER:  
REPUBLIC ENGINEERING &  
DEVELOPMENT SERVICE  
P.O. BOX 3123  
HARKER HEIGHTS, TX 76548  
PHONE: (979) 234-0396  
EMAIL: jtheriot@republiceds.com

RECOMMENDED FOR FINAL APPROVAL:

CHAIRMAN, PLANNING & ZONING COMMISSION

DATE

ATTEST:

CITY SECRETARY

DATE

APPROVED:

MAYOR, CITY OF LORENA, TEXAS

DATE

ATTEST:

CITY SECRETARY

DATE

NOTES:

- THE BEARINGS RECITED HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED ON THE NAD83(2011) STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE NO. 4203. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. THE COMBINED CORRECTION FACTOR (CCF) IS 1.0001198. FOR GRID VALUES APPLY A CCF OF 0.99988025.
- NO PORTION OF THIS TRACT IS WITHIN THE FEMA REGULATORY FLOOD HAZARD AREA "ZONE AE" AS SHOWN ON FEMA MAP NUMBER 48309C0540D DATED DECEMBER 20, 2019.
- THIS SITE IS LOCATED ENTIRELY WITHIN LORENA CITY LIMITS.
- CURRENT ZONING - (SF) SINGLE FAMILY
- LOT 51, BLOCK 5 IS A DRAINAGE TRACT TO BE MAINTAINED BY THE HOA.
- THE OWNERS OF ALL CORNER LOTS SHALL MAINTAIN SIGHT TRIANGLES IN ACCORDANCE WITH THE CITY'S SUBDIVISION ORDINANCE.
- ANY PUBLIC UTILITY, INCLUDING THE CITY OF LORENA, SHALL HAVE THE RIGHT TO REMOVE ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THEEASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING THE CITY OF LORENA, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
- NO STRUCTURE, OBJECT OR PLANT OF ANY TYPE MAY OBSTRUCT VISION FROM A HEIGHT OF THIRTY INCHES (30) TO A HEIGHT OF TEN FEET (10) ABOVE THE TOP OF THE CURB,INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, WALKS, SIGNS, TREES, SHRUBS, CARS, TRUCKS, ETC., IN THE PUBLIC OPEN SPACE EASEMENT AS SHOWN ON THE PLAT.
- NO CONSTRUCTION OR FILLING, WITHOUT THE WRITTEN APPROVAL OF THE CITY OF LORENA, SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT OR A FLOODPLAIN EASEMENT, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF ONE FOOT (1) ABOVE THE 100-YEAR FLOOD ELEVATION.
- SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITY SERVICES AND BUILDING PERMITS.
- NO LOT WITHIN THIS ADDITION SHALL BE ALLOWED DRIVEWAY ACCESS ONTO ROSENTHAL PARKWAY.

FINAL PLAT  
ROSENTHAL ESTATES PHASE 2  
03/21/2023,  
95 LOTS TO THE CITY OF LORENA, MCLENNAN COUNTY, TEXAS  
38.28 ACRES, OUT OF THE THOMAS THATCHER SURVEY, ABSTRACT NO. 847  
MCLENNAN COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MCLENNAN

Whereas \_\_\_\_\_, acting by and through the under signed, its duly authorized agent, is the sole owner of a tract of land situated in the Thomas Thatcher Survey, Abstract No. 847 County of McLennan, according to the deed recorded in Volume 1861 Page 494 Deed Records, McLennan County, Texas, and more particularly described as follows:

BEING 38.28 ACRES OUT OF THE THOMAS THATCHER SURVEY, ABSTRACT NO. 847, MCLENNAN COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 107.7354 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LORENA DEVELOPMENT JOINT VENTURE, RECORDED IN VOLUME 1861, PAGE 494, DEED RECORDS OF MCLENNAN COUNTY, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the herein above described property as Rosenthal Estates Phase 2, an addition to the City of Lorena, McLennan County, Texas, and I (we) do hereby dedicate the rights of way, (alleys, parks) and easements shown thereon to the public's use unless otherwise noted.

WITNESS my (our) hand(s) at Lorena, McLennan County, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF TEXAS  
COUNTY OF BELL

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of Rosenthal Estates Land Investments a corporation (partnership, JV) known to me to be the person(s) whose name(s) subscribed to the above and foregoing instrument, and acknowledged to me that he/they executed the same for the purpose and consideration expressed and in the capacity therein stated and as the act and deed of said corporation (partnership, JV).

Given upon my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

THERE ARE NO LIENS AGAINST THE PROPERTY.

FILED FOR RECORD this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

Year \_\_\_\_\_, Number \_\_\_\_\_, Plat Records of McLennan County, Texas.

Dedication Instrument in Instruments No. \_\_\_\_\_, Official Records of McLennan County, Texas.

TAX CERTIFICATE

The McLennan County Tax Appraisal District, the taxing authority for all entities in McLennan County, Texas does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

MCLENNAN COUNTY TAX APPRAISAL DISTRICT

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

I hereby certify that the above and foregoing plat of \_\_\_\_\_ Addition to the City of Lorena, Texas, was approved by the City Council of the City of Lorena on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of \_\_\_\_\_, County, Texas, within two (2) years from said date of final approval. Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Lorena.

WITNESS OUR HAND, this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

City Secretary

This is to certify that I, Luther E. Frobish, a Registered Professional Land Surveyor of the State of Texas, have prepared this plat of the above subdivision from an actual survey on the ground; and that all monuments for lot corners, angle points, and points of curvature shown thereon as "set" were placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Lorena.

Luther E. Frobish, Surveyor

Texas R.P.L.S. No. \_\_\_\_\_

Date: \_\_\_\_\_

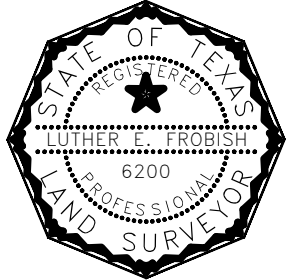


EXHIBIT "D" FIELD NOTES  
38.28 ACRES  
MCLENNAN COUNTY, TEXAS

BEING 38.28 acres of land out of the THOMAS THATCHER SURVEY, Abstract No. 847, McLennan County, Texas, and being part of the remainder of a called 107.7354 acre tract of land described in a deed to LORENA DEVELOPMENT JOINT VENTURE, recorded in Volume 1861, Page 494, Deed Records of McLennan County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a wooden fence corner marking the southeast corner of Lot 1, Block 2 of QUARRY ADDITION PART 1, recorded in Volume 1865, Page 872, Plat Records of McLennan County, Texas, being in the south boundary line of said 107.7354 acre tract and being in the north right-of-way line of F.M. Road 2837, for the southwest corner of this tract, from which a 3/8 inch iron rod found bears S 07°04'50" W, 0.57 feet, and from which a Type 1 concrete monument bears N 82°16'00" W, 232.89 feet;

**THENCE** with the west boundary lines of the remainder of said 107.7354 acre tract and with the east boundary lines of said QUARRY ADDITION PART 1, for the following calls:  
1. N 07°04'50" E, 184.32 feet (*plat S 08°12'30" W, 184.89', 1865/872*), to a ½ inch iron rod found;  
2. N 20°44'05" E, 813.30 feet (*plat S 21°51'45" W, 813.24', 1865/872*), to a ½ inch iron rod found for the southeast corner of Lot 9, Block 2 of QUARRY ADDITION PART 2, recorded in Volume 335, Page 130, of said Plat Records;

**THENCE** continuing with the west boundary lines of the remainder of said 107.7354 acre tract and with the east boundary lines of said QUARRY ADDITION PART 2, for the following calls:  
1. N 14°53'10" E, 148.46 feet (*plat S 16°02'32" W, 148.27', 335/130*), to a 3/8 inch iron rod found;  
2. N 01°43'43" W, 171.01 feet (*plat S 00°36'44" E, 171.01', 335/130*), to a 1/2 inch iron rod found for the northeast corner of Lot 10, Block 2 of said QUARRY ADDITION PART 2, and being in the south right-of-way line of Granite Lane;  
3. N 11°10'35" W, 50.00 feet (*plat S 10°03'36" E, 50.00', 335/130*), to an iron rod set in the north right-of-way line of said Granite Lane;  
4. S 78°49'25" W, 32.30 feet (*plat N 79°56'24" E, 32.30', 335/130*), to a ½ inch iron rod found for the southeast corner of Lot 32, Block 1 of said QUARRY ADDITION PART 2;  
5. N 11°10'36" W, 160.00 feet (*plat S 10°03'36" E, 335/130*), with the east boundary line of said Lot 32 to an iron rod set for the southwest corner of QUARRY ADDITION PART 2, recorded in Document No. 2004-050148, Official Public Records of McLennan County, Texas, for the northwest corner of this tract;

**THENCE** N 78°49'25" E, 486.27 feet (*plat S 79°56'24" W, 486.27', 2004-050148*), with the south boundary line of said QUARRY ADDITION PART 3, to an iron rod set for the southeast corner of Lot 28, Block 1 of said QUARRY ADDITION PART 3, and being in the west boundary line of a called 159.858 acre tract of land described in a deed to LORENA LAND INVESTMENTS, LLC, recorded in Document No. 2018-009246, of said Public Records, for the northeast corner of this tract, from a ½ inch iron rod found for the northeast corner of said Lot 28 bears N 30°05'33" W, 195.24 feet and a capped iron rod found at the northwest corner of said 159.858 acre tract bears N 30°05'33" W, 235.65 feet;

**THENCE** S 30°05'33" E, 1841.36 feet (*deed S 38°58'46" E, 1861/494*), with the east boundary line of said 107.7354 acre tract and along the west boundary line of said 159.858 acre tract, to an iron rod set for the southeast corner of said 107.7354 acre tract, being in the north right-of-way line of said F.M. Road 2837, for the southeast corner of this tract;

**THENCE** with the south boundary line of said 107.7354 acre tract and with the north right-of-way line of said F.M. Road 2837, for the following calls:  
1. With a non-tangent curve to the right, having a radius of 904.93 feet, an arc length of 588.49 feet, and a long chord bearing S 79°10'02" W, 578.17 feet, to an old concrete right-of-way monument found at the end of this curve;  
2. N 82°16'00" W, 429.82 feet (*deed N 81°09'55" W, 429.14', 1861/494*), to a point for the east corner of a called LEE PENTON TRACT, recorded in Volume 841, Page 585, of said Deed Records, from which a ½ inch iron rod found bears S 33°24'30" E, 0.45 feet;

**THENCE** with the common boundary line of said 107.7354 acre tract and said LEE PENTON TRACT, for the following calls:  
1. N 31°25'13" W, 82.54 feet (*deed N 30°20'38" W 83.00', 1861/494*), to a ½ inch iron rod found for the north corner of said LEE PENTON TRACT;  
2. S 49°21'54" W, 85.64 feet (*deed S 50°35'09" W 86.24', 1861/494*), to a point for the west corner of said LEE PENTON TRACT and being in the north right-of-way line of said F.M. Road 2837, from which a ½ inch iron rod found bears S 52°44'30" W, 0.67 feet;

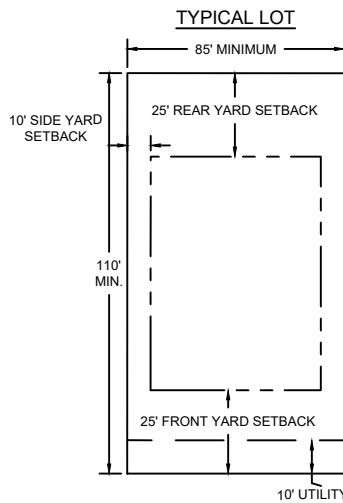
**THENCE** N 82°16'00" W, 574.98 feet (*deed N 81°09'55" W, 1861/494*), with the south boundary line of said 107.7354 acre tract and with the north right-of-way line of said F.M. Road 2837, to the **POINT OF BEGINNING** and containing 38.28 acres of land, more or less.

NOTES:  
The bearings recited herein are grid bearings derived from GPS observations based on the NAD 1983 (2011 datum) State Plane Coordinate System, Texas Central Zone (4203). All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 1.0001198. All corner monuments set are ½ inch diameter iron rods, unless otherwise noted hereon.

Luther E. Frobish  
Registered Professional Land Surveyor  
State of Texas No. 6200



NOTES



TOTAL ACREAGE:	38.28
TOTAL RESIDENTIAL LOTS:	93
TOTAL NON-RESIDENTIAL LOTS:	2
TOTAL BLOCKS:	2
MINIMUM LOT AREA:	8,700 SF
MINIMUM LOT WIDTH:	85 FT
MINIMUM LOT DEPTH:	110 FT

LEGEND:

	PROPERTY BOUNDARY
	EASEMENT
	100-YR FLOODPLAIN
	100-YR FLOODWAY
	MONUMENT FOUND
	IRON ROD FOUND
	CALCULATED POINT

1	ORIGINAL RELEASE	03/21/2023
REV.	DESCRIPTION	DATE

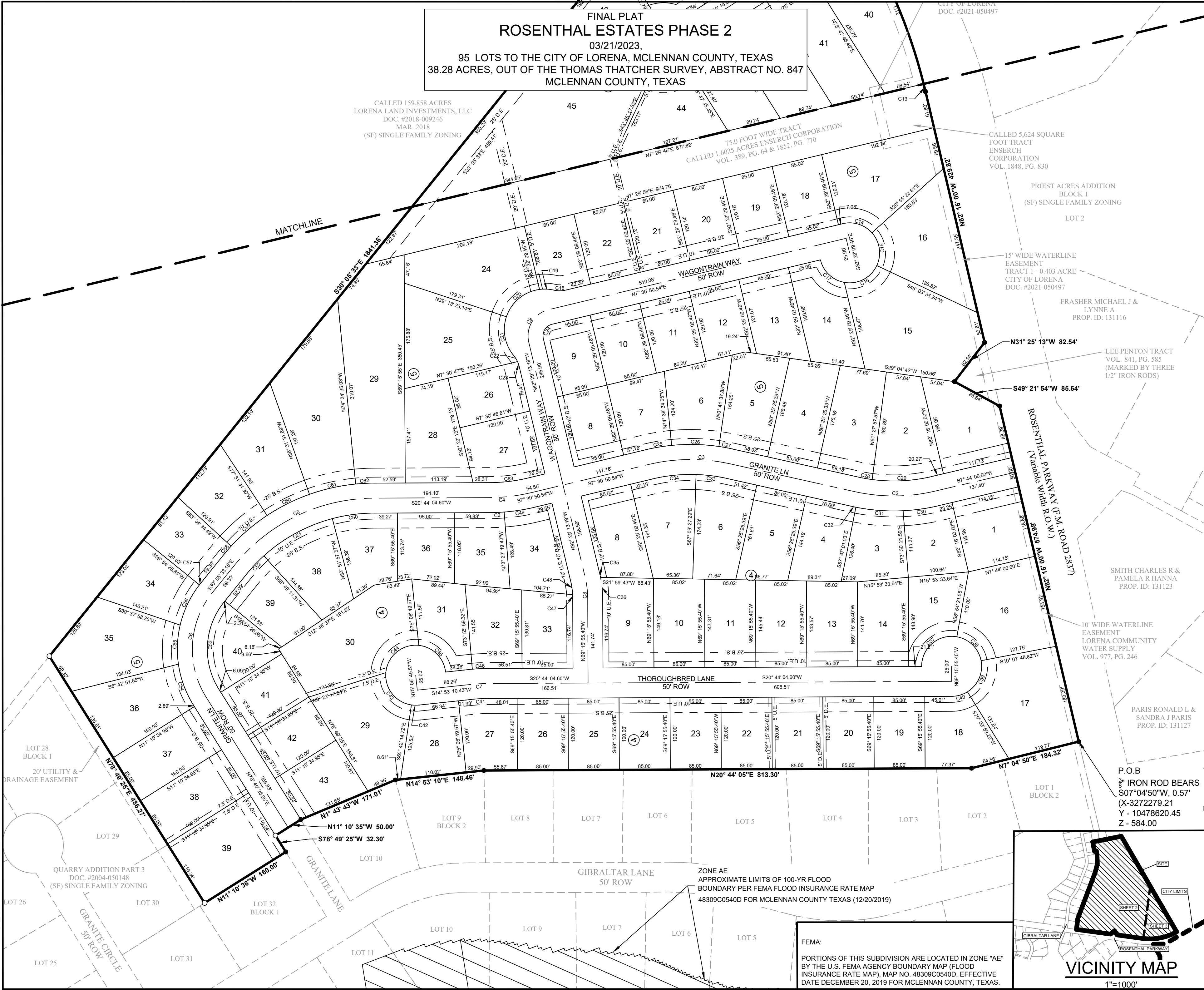


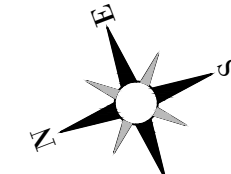
ROSENTHAL ESTATES  
PHASE 2

FINAL PLAT

	04/07/2023
SIGNATURE	DATE
PM	JAT
DESIGN	JAT
DRAFTED	LEH
CHECKED	JAT
PROJECT #	21-013-005
DRAWING #	1

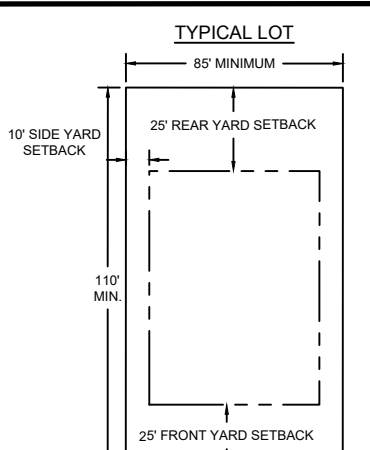






0 50 100 200  
1" = 100'

NOTES



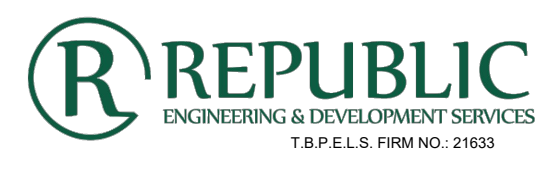
TYPICAL LOT  
85' MINIMUM  
10' SIDE YARD SETBACK  
25' REAR YARD SETBACK  
110' MIN  
25' FRONT YARD SETBACK  
10' UTILITY EASEMENT

TOTAL ACREAGE:	38.28
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MINIMUM LOT DEPTH:	110 FT

LEGEND:

- PROPERTY BOUNDARY
- EASEMENT
- 100-YR FLOODPLAIN
- 100-YR FLOODWAY
- MONUMENT FOUND
- IRON ROD FOUND
- CALCULATED POINT

1	ORIGINAL RELEASE	03/21/2023
REV.	DESCRIPTION	DATE




REPUBLIC  
ENGINEERING & DEVELOPMENT SERVICES  
T.B.P.E.L.S. FIRM NO.: 21633

ROSENTHAL ESTATES  
PHASE 2

FINAL PLAT

04/07/2023  
DATE



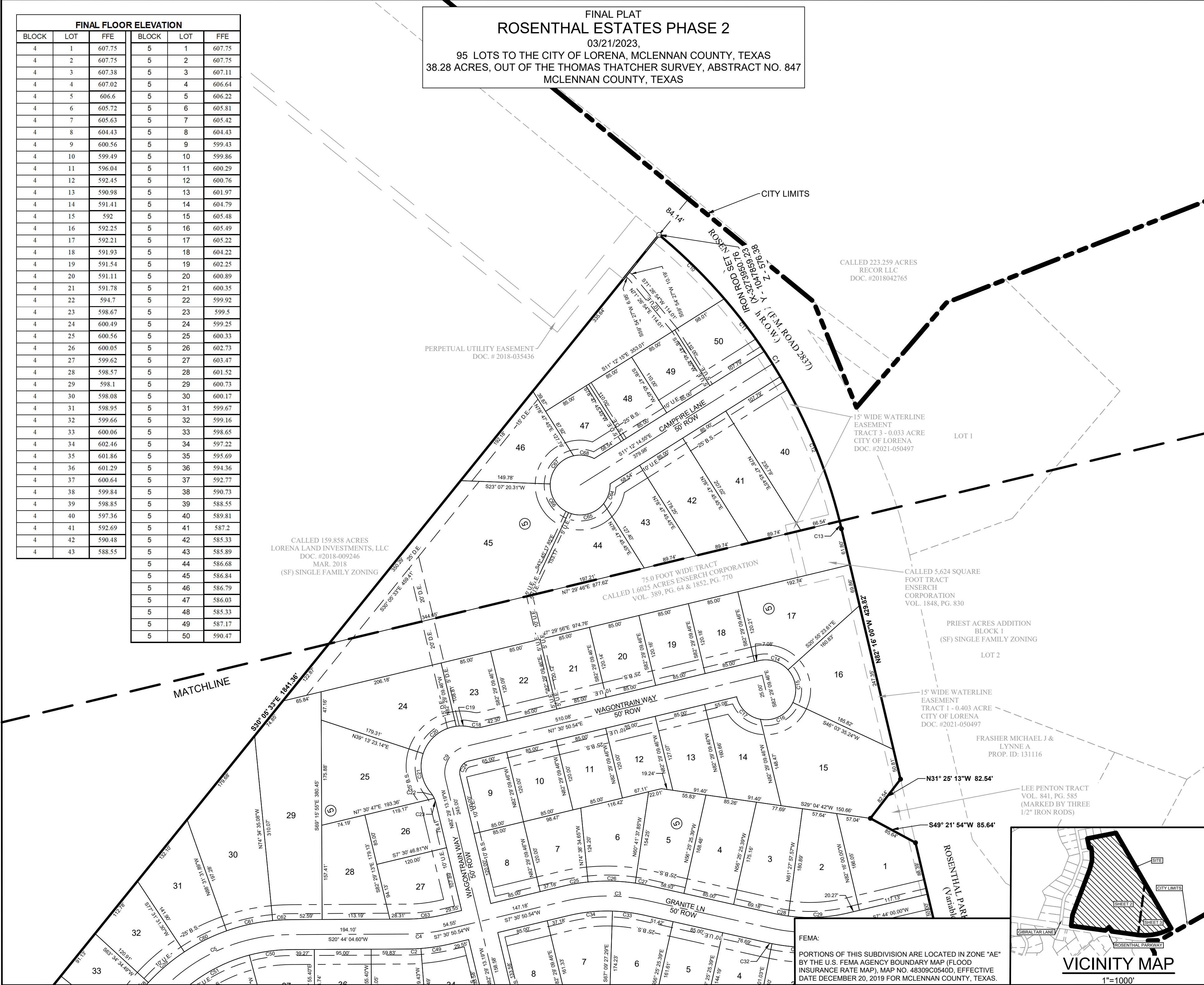
STATE OF TEXAS  
JOSEPH A. THERIOT  
120299  
LICENSED PROFESSIONAL ENGINEER

PM	JAT
DESIGN	JAT
DRAFTED	LEH
CHECKED	JAT
PROJECT #	21-013-005
DRAWING #	2



FINAL FLOOR ELEVATION					
BLOCK	LOT	FFE	BLOCK	LOT	FFE
4	1	607.75	5	1	607.75
4	2	607.75	5	2	607.75
4	3	607.38	5	3	607.11
4	4	607.02	5	4	606.64
4	5	606.6	5	5	606.22
4	6	605.72	5	6	605.81
4	7	605.63	5	7	605.42
4	8	604.43	5	8	604.43
4	9	600.56	5	9	599.43
4	10	599.49	5	10	599.86
4	11	596.04	5	11	600.29
4	12	592.45	5	12	600.76
4	13	590.98	5	13	601.97
4	14	591.41	5	14	604.79
4	15	592	5	15	605.48
4	16	592.25	5	16	605.49
4	17	592.21	5	17	605.22
4	18	591.93	5	18	604.22
4	19	591.54	5	19	602.25
4	20	591.11	5	20	600.89
4	21	591.78	5	21	600.35
4	22	594.7	5	22	599.92
4	23	598.67	5	23	599.5
4	24	600.49	5	24	599.25
4	25	600.56	5	25	600.33
4	26	600.05	5	26	602.73
4	27	599.62	5	27	603.47
4	28	598.57	5	28	601.52
4	29	598.1	5	29	600.73
4	30	598.08	5	30	600.17
4	31	598.95	5	31	599.67
4	32	599.66	5	32	599.16
4	33	600.06	5	33	598.65
4	34	602.46	5	34	597.22
4	35	601.86	5	35	595.69
4	36	601.29	5	36	594.36
4	37	600.64	5	37	592.77
4	38	599.84	5	38	590.73
4	39	598.85	5	39	588.55
4	40	597.36	5	40	589.81
4	41	592.69	5	41	587.2
4	42	590.48	5	42	585.33
4	43	588.55	5	43	585.89
			5	44	586.68
			5	45	586.84
			5	46	586.79
			5	47	586.03
			5	48	585.33
			5	49	587.17
			5	50	590.47

FINAL PLAT  
ROSENTHAL ESTATES PHASE 2  
03/21/2023,  
95 LOTS TO THE CITY OF LORENA, MCLENNAN COUNTY, TEXAS  
38.28 ACRES, OUT OF THE THOMAS THATCHER SURVEY, ABSTRACT NO. 847  
MCLENNAN COUNTY, TEXAS



NOTES

TOTAL ACREAGE:	38.28
TOTAL RESIDENTIAL LOTS:	93
TOTAL NON-RESIDENTIAL LOTS:	2
TOTAL BLOCKS:	2
MINIMUM LOT AREA:	8,700 SF
MINIMUM LOT WIDTH:	85 FT
MINIMUM LOT DEPTH:	110 FT

LEGEND:

- PROPERTY BOUNDARY
- EASEMENT
- 100-YR FLOODPLAIN
- 100-YR FLOODWAY
- MONUMENT FOUND
- IRON ROD FOUND
- CALCULATED POINT

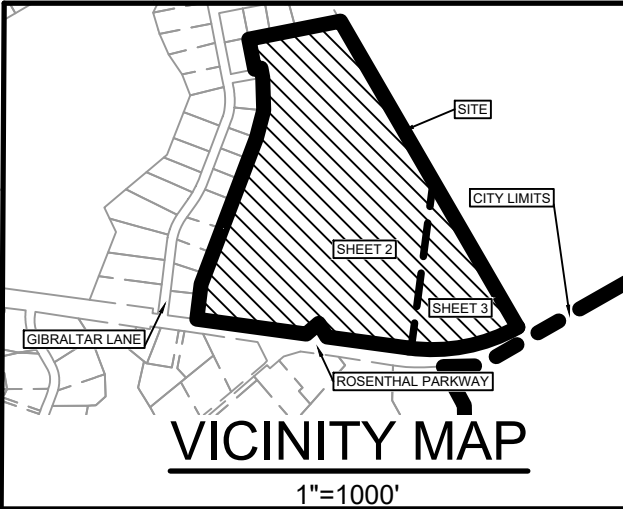
1	ORIGINAL RELEASE	03/21/2023
REV.	DESCRIPTION	DATE

ROSENTHAL ESTATES  
PHASE 2

FINAL PLAT

PM	JAT
DESIGN	JAT
DRAFTED	LEH
CHECKED	JAT
PROJECT #	21-013-005
DRAWING #	3

FEMA:  
PORTIONS OF THIS SUBDIVISION ARE LOCATED IN ZONE "AE"  
BY THE U.S. FEMA AGENCY BOUNDARY MAP (FLOOD  
INSURANCE RATE MAP), MAP NO. 48309C0540D, EFFECTIVE  
DATE DECEMBER 20, 2019 FOR MCLENNAN COUNTY, TEXAS.





# CITY OF LORENA

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

CITY HALL, 107-A S. FRONTAGE ROAD • LORENA, TX 76655

**TO:** City Council

**DATE:** May 15, 2023

**APPLICANT:** Loera Land Investments, LLC

**CASE NUMBER:** FP-2023-03-2

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### **SUMMARY**

Consider the request of Loera Land Investments, LLC, owner/applicant, for approval of a Final Plat of The Arches Phase II containing 51 single family residential lots and 6 non-residential lots (dedicated open space) being described as a 61.665 acre tract of land situated in the Erastus Yeamen Survey, Abstract No. 956, McLennan County, Texas, and being a portion of the remainder of that called 220.377 acre tract of land described in a deed to Loera Land Investments, LLC, a Texas Limited Liability Company, as recorded in McLennan County Clerks File Number 2018009246 of the official public records of McLennan County, Texas (O.P.R.M.C.T.) located on the north side of FM 2837 (Rosenthal Road) west of Birdie Lane.

### **BACKGROUND**

The applicant is requesting approval of a Final Plat in order to create a residential subdivision for the second phase of The Arches Addition. The property is located on the north side of FM 2837 (Rosenthal Road) west of Birdie Lane. Phase Two consists of 51 single family residential lots with 6 lots being dedicated for open space and drainage. The property is currently zoned SF (Single-Family Residential District) with a minimum lot area of 8,700 sq. ft., a minimum lot width of 85 feet and a minimum lot depth of 110 feet. In addition, the minimum dwelling unit area is 1,500 sq. ft. Phase Two's street pattern connects to FM 2837 as the main entrance into this phase of the subdivision and creates a curvilinear street design with cul-de-sacs branching off on the north and west areas of the subdivision and connecting to the existing streets in phase 1. This design appears to allow for adequate vehicular circulation for residents and provides adequate fire protection with sufficient turn arounds within the proposed cul-de-sacs. The streets meet the minimum required fifty (50') right-of-way dedication requirement.

The applicant has submitted the drainage analysis of the property as required with the engineering construction plans. The plan is indicating the location of detention ponds. The proposed detention ponds are indicated as drainage easements maintained by the Homeowner's Association (HOA).

The submitted engineering utilities layout indicate the lots will have adequate domestic water and fire protection connected to the City's existing water system. The proposed utility plan indicates the ability to connect to City's existing sanitary sewer system.

## **TRANSPORTATION:**

Access to the two-phase project will be primarily from FM 2837. Additional access will be made from Birdie Lane and eventually from Barnes Road to the north as the second phase is constructed. None of the residential lots will have direct access (driveways) onto any of the surrounding roads. A Traffic Impact Analysis has been made on this project. The analysis examined the impact of the number of residential units would have on major intersections surrounding the development including how the traffic would impact the intersection of FM 2837 and the Interstate 35 frontage road. The conclusion of the study shows that through the development's horizon of build out, the number of new residential units would not have a significant impact to traffic or would require additional turning

## **ADJACENT LAND USES AND ACCESS**

The subject property is located on the north side of FM 2837 west of Birdie Lane. The land uses adjacent to the subject property are as follows:

North: Directly north the majority of the property is currently vacant but intended for Phase III residential development..

South: Rural estate development (agricultural).

East: Phase I of The Arches single-family development.

West: Vacant property zoned for single-family residential development.

At the May 8, 2023 Planning & Zoning Commission meeting, the Commission approved the Final Plat by a vote of 4-0 with the following conditions.

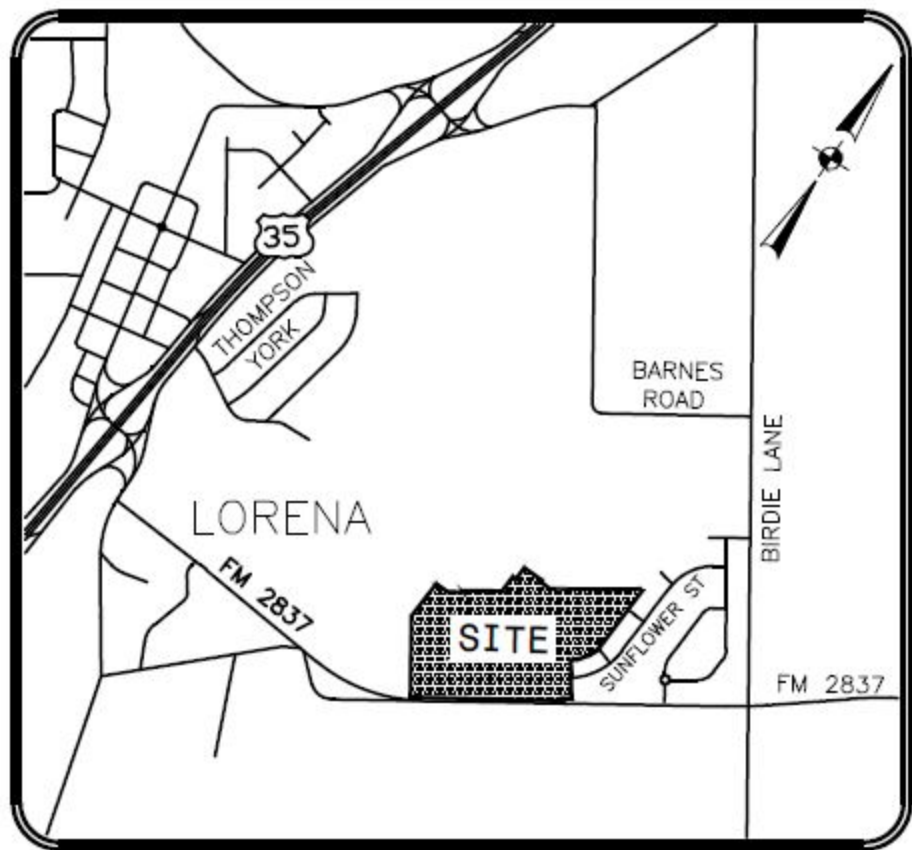
## **CONDITIONS OF APPROVAL**

1. That the final engineering construction plans be approved by the City Engineer.
2. The City of Lorena requires parkland dedication or fees in lieu of for residential subdivision development. Parkland dedication for a residential subdivision plat is a minimum of one (1) acre of land per one hundred (100) of projected subdivision population calculated based upon 2.8 persons per dwelling unit. Based on the proposed 51 lots  $\times 2.8 = 142.8$  divided by 100 = 1.428 acres of parkland required dedication. Refer to the City of Lorena Subdivision Ordinance Section 10.11 Parkland Dedication for the further details of fees in lieu of dedication.

The Planning Commission recommended the following additional condition of approval:

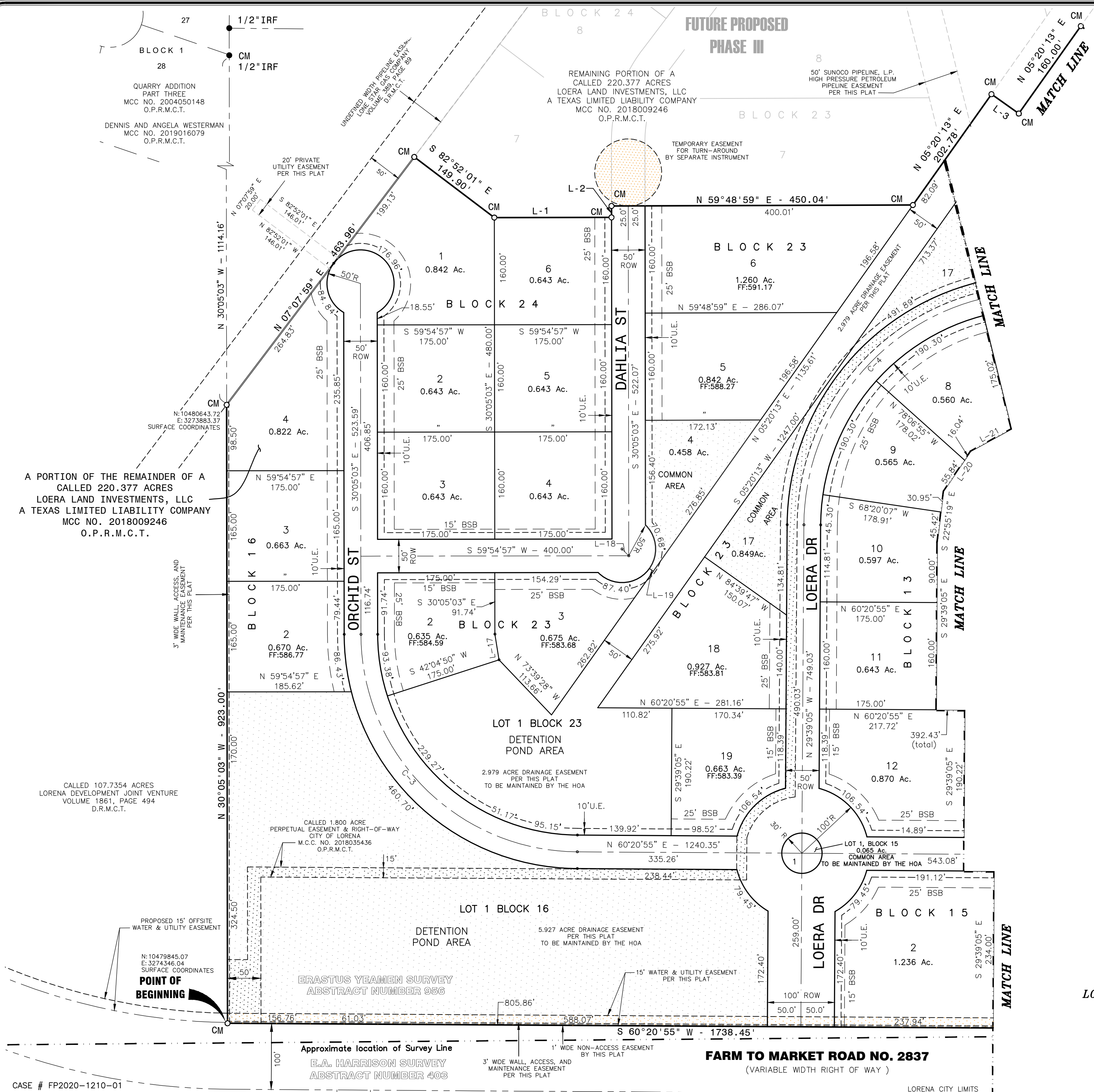
1. That a TxDot permit be approved for the driveway location on FM 2837 prior to the final approval of the engineering construction plans.

**VICINITY MAP**  
(NOT TO SCALE)

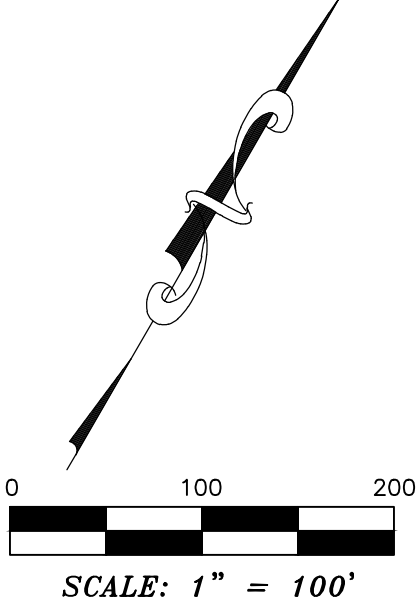




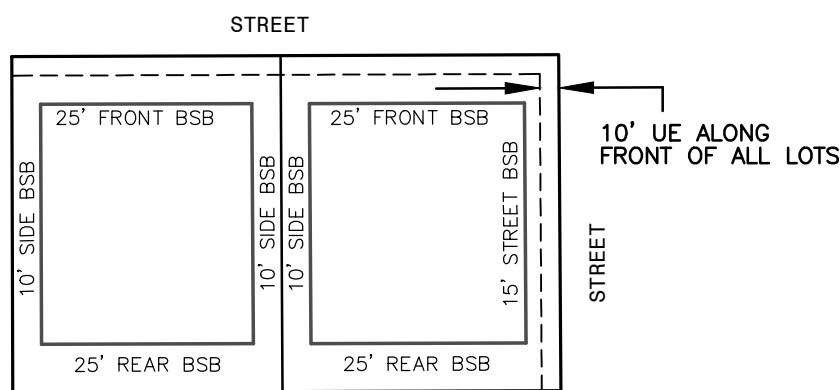




Line Table		
LINE ID	BEARING	DISTANCE
L-17	N 39°00'07" W	38.75'
L-18	N 75°05'03" W	14.14'
L-19	S 84°39'47" E	7.28'
L-20	S 04°06'12" W	71.88'
L-21	S 31°23'36" W	69.66'
L-22	N 45°57'33" E	50.00'
L-23	N 45°57'33" E	65.23'
L-24	S 44°00'26" E	8.05'
L-25	S 44°00'26" E	50.99'
L-26	S 76°47'31" E	20.61'



Curve Table				
CURVE ID	DELTA	RADIUS	ARC LENGTH	LONG CHORD
C-3	089°34'01"	325.00'	508.05'	S 74°52'04" E - 457.88
C-4	075°36'38"	350.00'	461.88'	S 08°09'14" W - 429.09
C-5	040°37'20"	200.00'	141.80'	N 25°38'53" E - 138.85
C-6	035°30'51"	350.00'	216.94'	N 77°34'47" E - 213.49
C-7	024°05'22"	400.00'	168.18'	S 71°52'03" W - 166.94
C-8	048°01'43"	200.00'	167.65'	S 83°50'13" W - 162.79
C-9	003°54'26"	775.00'	52.85'	N 58°23'42" E - 52.84



- LEGEND**
- O = CALCULATED POINT
  - BSB = BUILDING SET BACK
  - U.E. = UTILITY EASEMENT
  - D.R.M.C.T. = DEED RECORDS McLENNAN COUNTY, TEXAS
  - O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS McLENNAN COUNTY, TEXAS
  - FF = MINIMUM FINISH FLOOR ELEVATION PROVIDED BY PROJECT ENGINEER

**FINAL PLAT OF  
THE ARCHES  
PHASE II**

**61.665 ACRES/51 RESIDENTIAL LOTS  
6 OPEN SPACE LOTS**

**LOTS 11-17 BLOCK 12; LOTS 1-19 BLOCK 13;  
LOTS 1-5 BLOCK 14; LOTS 1-5 BLOCK 15; LOTS 1-4 BLOCK 16;  
LOTS 1-6 AND 15-19 BLOCK 23; LOTS 1-6 BLOCK 24**

**SITUATED IN THE ERASTUS YEAMEN SURVEY,  
ABSTRACT NO.956,  
McLENNAN COUNTY, TEXAS**

**SHEET 2 OF 4**

OWNER/DEVELOPER:  
LOERA HOME BUILDERS CO  
7030 BANNISTER CIRCLE  
WACO, TEXAS 76767  
(254) 214-4608  
jr.loera@live.com

ENGINEER:  
CP&Y INC.  
200 W. HWY 6, SUITE 620  
WACO, TEXAS 76712  
(254) 772-9272  
dmarek@cpyi.com

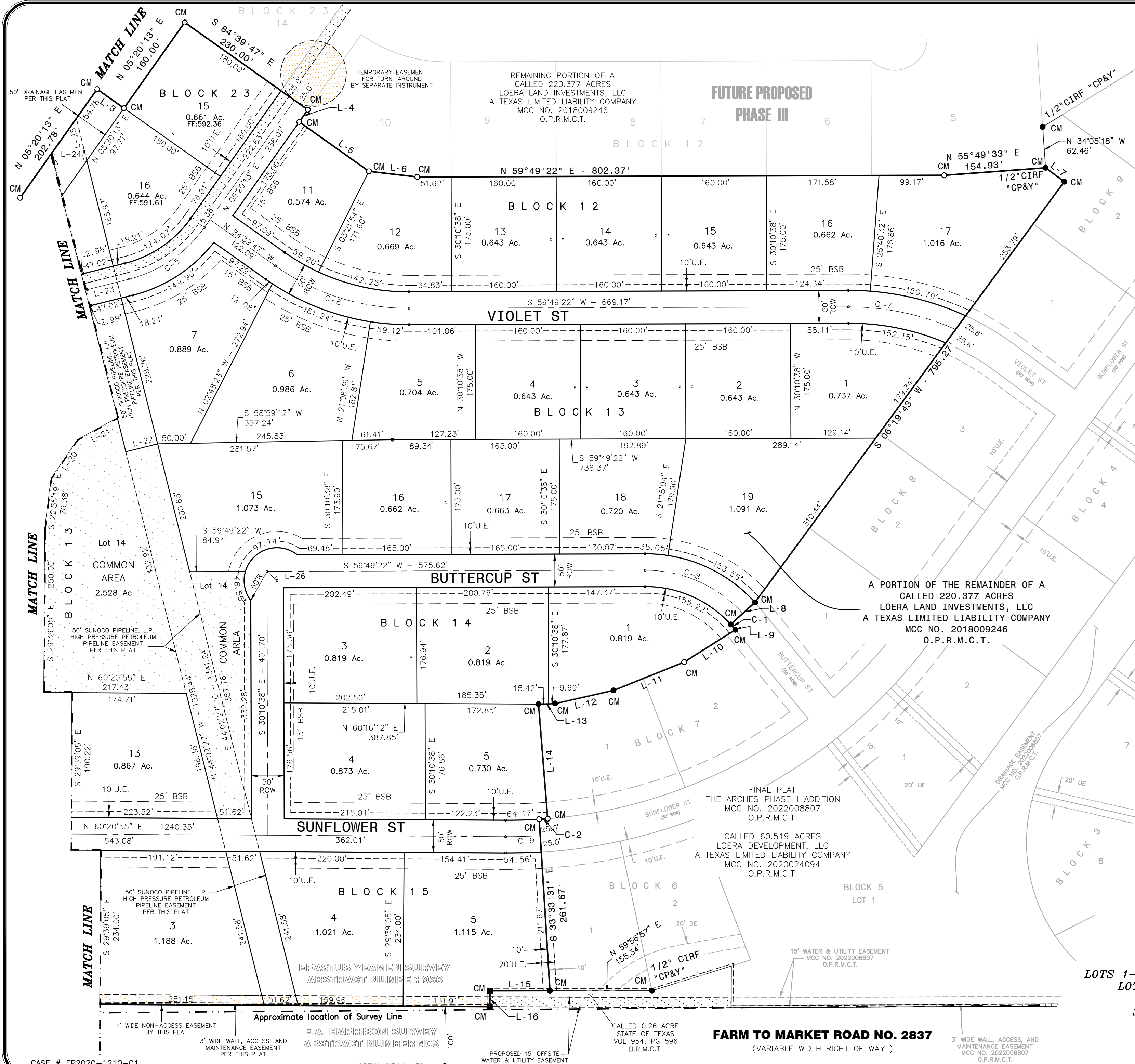
SURVEYOR:  
CP&Y INC.  
200 W. HWY 6, SUITE 620  
WACO, TEXAS 76712  
(254) 772-9272  
awhitfield@cpyi.com



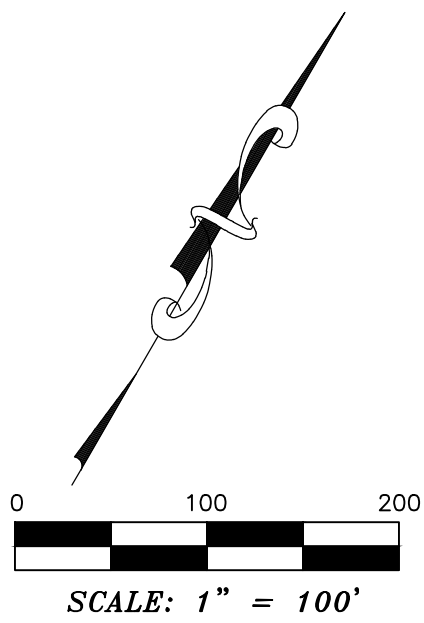
200 W. Hwy 6, Suite 620, Waco, Texas 76712  
254.772.9272 TBPCLS 10194124

JOB NO.	FIELDBOOK NO.	DRAWN BY	FILE NAME	NO.	DATE	REMARKS	BY
LORD2200652	1361	SOS	LORD2200652-PHASEII-PLAT				

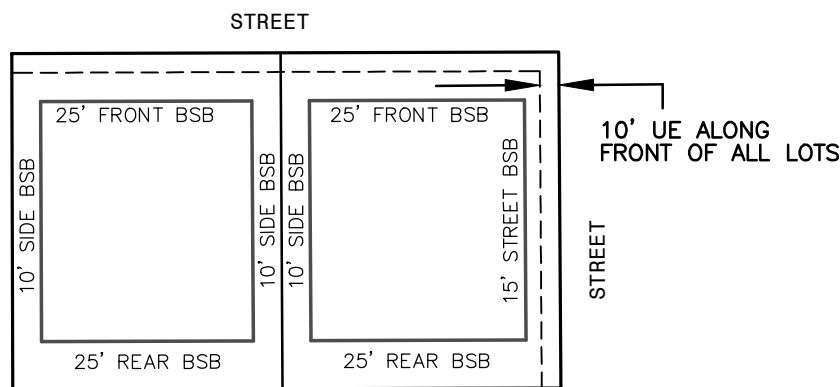




Line Table		
LINE ID	BEARING	DISTANCE
L-17	N 39°00'07" W	38.75'
L-18	N 75°05'03" W	14.14'
L-19	S 84°39'47" E	7.28'
L-20	S 04°06'12" W	71.88'
L-21	S 31°23'36" W	69.66'
L-22	N 45°57'33" E	50.00'
L-23	N 45°57'33" E	65.23'
L-24	S 44°00'26" E	8.05'
L-25	S 44°00'26" E	50.99'
L-26	S 76°47'31" E	20.61'



Curve Table				
CURVE ID	DELTA	RADIUS	ARC LENGTH	LONG CHORD
C-3	089°34'01"	325.00'	508.05'	S 74°52'04" E - 457.88
C-4	075°36'38"	350.00'	461.88'	S 08°09'14" W - 429.09
C-5	040°37'20"	200.00'	141.80'	N 25°38'53" E - 138.85
C-6	035°30'51"	350.00'	216.94'	N 77°34'47" E - 213.49
C-7	024°05'22"	400.00'	168.18'	S 71°52'03" W - 166.94
C-8	048°01'43"	200.00'	167.65'	S 83°50'13" W - 162.79
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- LEGEND**
- O = CALCULATED POINT
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  - O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS McLENNAN COUNTY, TEXAS
  - FF = MINIMUM FINISH FLOOR ELEVATION PROVIDED BY PROJECT ENGINEER

**FINAL PLAT OF  
THE ARCHES  
PHASE II**  
**61.665 ACRES/51 RESIDENTIAL LOTS  
6 OPEN SPACE LOTS**

**LOTS 11-17 BLOCK 12; LOTS 1-19 BLOCK 13;  
LOTS 1-5 BLOCK 14; LOTS 1-5 BLOCK 15; LOTS 1-4 BLOCK 16;  
LOTS 1-6 AND 15-19 BLOCK 23; LOTS 1-6 BLOCK 24**

**SITUATED IN THE ERASTUS YEAMEN SURVEY,  
ABSTRACT NO.956,  
McLENNAN COUNTY, TEXAS**

**SHEET 3 OF 4**

OWNER/DEVELOPER: LOERA HOME BUILDERS CO 7030 BANNISTER CIRCLE MCGREGOR, TEXAS 76657 (254) 214-4608 jr.loera@live.com	ENGINEER: CP&Y INC. 200 W. HWY 6, SUITE 620 WACO, TEXAS 76712 (254) 772-9272 dmarek@cpyi.com	SURVEYOR: CP&Y INC. 200 W. HWY 6, SUITE 620 WACO, TEXAS 76712 (254) 772-9272 awhitfield@cpyi.com
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CASE # FP2020-1210-01



200 W. Hwy 6, Suite 620, Waco, Texas 76712  
254.772.9272 TBPELS 10194124

JOB NO.	FIELDBOOK NO.	DRAWN BY	FILE NAME
LORD2200652	1361	SOS	LORD2200652-PHASEII-PLAT

NO.	DATE	REMARKS	BY



WHEREAS LOERA LAND INVESTMENTS, LLC, ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, IS THE SOLE OWNER OF 61.665 ACRE TRACT OF LAND SITUATED IN THE ERASTUS YEAMEN SURVEY, ABSTRACT NO. 956, MCLENNAN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 220.377 ACRE TRACT OF LAND DESCRIBED IN DEED TO LOERA LAND INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS RECORDED IN MCLENNAN COUNTY CLERKS FILE NUMBER 2018009246 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS (O.P.R.M.C.T.); SAID 61.665 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch capped iron rod set and stamped "CP&Y", being the southerly common corner of said 220.377 acre tract and that called 107.7354 acre tract of land described in deed to Lorena Development Joint Venture, as recorded in Volume 1861, Page 494 of the Deed Records of McLennan County, Texas (D.R.M.C.T.), also lying in the northwest Right of Way (ROW) line of Farm to Market Road No. 2837, (F.M. 2837, Variable width ROW), commonly known as Rosenthal Parkway, for the southwest corner of the herein described tract;

THENCE N 30° 05' 03" W, leaving said FM 2837 ROW line, along the common line of said 220.377 and 107.7354 acre tracts, a distance of 923.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for the northwest corner hereof. From which, a 1/2 inch iron rod found, being the common corner of said 220.377 acre tract and Lots 27 and 28, Block 1 of the Quarry Addition Part Three, according to the Final Plat thereof as recorded in McLennan County Clerks File Number 2004050148 of said O.P.R.M.C.T. bears N 30° 05' 03" W, a distance of 1,114.16 feet;

THENCE leaving said common line, over and across said 220.377 acre tract, the following fourteen (14) courses and distances:

- 1) N 07° 07' 59" E, a distance of 463.96 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 2) S 82° 52' 01" E, a distance of 149.90 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 3) N 59° 54' 57" E, a distance of 175.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 4) N 30° 11' 01" W, a distance of 17.02 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 5) N 59° 48' 59" E, a distance of 450.04 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 6) N 05° 20' 13" E, a distance of 202.78 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 7) S 84° 39' 47" E, a distance of 50.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 8) N 05° 20' 13" E, a distance of 160.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 9) S 84° 39' 47" E, a distance of 230.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 10) S 05° 20' 13" W, a distance of 22.63 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 11) S 84° 39' 47" E, a distance of 130.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 12) N 66° 38' 03" E, a distance of 74.08 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 13) N 59° 49' 22" E, a distance of 802.37 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 14) N 55° 49' 33" E, a distance of 154.93 feet, to a 1/2 inch capped iron rod found and stamped "CP&Y" for corner, being the northerly common corner of the tract hereof and Lot 2, Block 9 of The Arches Phase I Addition, according to the Final Plat thereof, as recorded in McLennan County Clerks File Number 2022008807 of said O.P.R.M.C.T., and being further described as all of that called 60.519 acre tract of land described in deed to Loera Development, LLC, a Texas limited liability company, as recorded in McLennan County Clerks File Number 2020024094 of said O.P.R.M.C.T. From which, a 1/2 inch capped iron rod found and stamped "CP&Y", being a common corner of said Lot 2 and remainder of 220.377 acre tract bears N 34° 05' 18" W, a distance of 62.46 feet;

THENCE along the common line of the remainder of said 220.377 acre tract and The Arches Phase I Addition the following twelve (12) courses and distances:

- 1) S 83° 40' 17" E, a distance of 35.45 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for the northeast corner hereof;
- 2) S 06° 19' 43" W, a distance of 795.27 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner;
- 3) S 17° 51' 05" W, a distance of 50.00 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner at the beginning of a non-tangent curve to the right, having a central angle of 02° 47' 24", a radius of 175.00 feet, and having a chord bearing S 70° 45' 13" E, a chord distance of 8.52 feet;
- 4) Along said non-tangent curve to the right, in a southeasterly direction, an arc distance of 8.52 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner;
- 5) S 69° 21' 31" E, a distance of 2.20 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner;
- 6) S 27° 43' 19" W, a distance of 92.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 7) S 38° 05' 53" W, a distance of 115.97 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner;
- 8) S 47° 24' 51" W, a distance of 91.19 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner;
- 9) S 57° 54' 17" W, a distance of 25.11 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner;
- 10) S 34° 32' 21" E, a distance of 175.00 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner at the beginning of a non-tangent curve to the right, having a central angle of 00° 58' 50", a radius of 750.00 feet, and having a chord bearing S 55° 57' 04" W, a chord distance of 12.84 feet;
- 11) Along said non-tangent curve to the right, in a southwesterly direction, an arc distance of 12.84 feet, to a 5/8 inch capped iron rod set and stamped "CP&Y" for corner;
- 12) S 33° 33' 31" E, a distance of 261.67 feet, to a 5/8 inch capped iron rod found and stamped "CP&Y" for corner, being the southerly common corner of the remainder of said 220.337 acre tract and Lot 1, Block 6 of said Arches Phase I Addition, also lying in the northwest Right of Way (ROW) line of said F.M. 2837 for the southeast corner hereof. From which, a 1/2 inch capped iron rod found and stamped "CP&Y", being the southerly common corner of Lots 1 and 2 of said Block 6 bears N 59° 56' 57" E, a distance of 155.34 feet;

THENCE leaving said Arches Phase I Addition, along the common line of the remainder of said 220.377 acre tract and F.M. 2837 northwest ROW, the following three (3) courses and distances:

- 1) S 59° 56' 57" W, a distance of 91.33 feet, to a TxDOT Type I monument found for corner;
- 2) S 29° 22' 31" E, a distance of 24.05 feet, to a TxDOT Type I monument found for corner;
- 3) S 60° 20' 55" W, a distance of 1738.45 feet, to the POINT OF BEGINNING and containing 61.665 acres of land, more or less.

STATE OF TEXAS  
COUNTY OF MCLENNAN

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WE, LOERA LAND INVESTMENTS, LLC, THE UNDERSIGNED AND OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE ARCHES PHASE II ADDITION TO THE CITY OF LORENA, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL RIGHTS-OF-WAY, STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. WE FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE ARCHES PHASE II ADDITION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT. WE FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED. NO STRUCTURE, OBJECT OR PLANT OF ANY TYPE MAY OBSTRUCT VISION FROM A HEIGHT OF THIRTY (30) INCHES TO A HEIGHT OF TEN (10) FEET ABOVE THE TOP OF THE CURB, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, WALKS, SIGNS, TREES, SHRUBS, CARS, TRUCKS, ETC., IN THE PUBLIC OPEN SPACE EASEMENT AS SHOWN ON THE PLAT. NO CONSTRUCTION OR FILLING, WITHOUT THE WRITTEN APPROVAL OF THE CITY OF LORENA, SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT OR A FLOODPLAIN EASEMENT, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE THE "100 YEAR FLOOD ELEVATION".

DATE: \_\_\_\_\_

JOSE LOERA, JR.  
MANAGER, LOERA LAND INVESTMENTS, LLC

STATE OF TEXAS  
COUNTY OF MCLENNAN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE LOERA, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:\_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MCLENNAN

WHEREAS FIDELITY BANK OF TEXAS, ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, IS THE LIEN HOLDER OF THE PROPERTY DESCRIBED HEREON, DOES HEREBY RATIFY ALL DEDICATIONS AND PROVISIONS OF THIS PLAT AS SHOWN.

DATE: \_\_\_\_\_

HARRY GEIB  
PRESIDENT, FIDELITY BANK OF TEXAS

PHYSICAL ADDRESS:  
1901 W. LAKE SHORE DRIVE  
WACO, TEXAS 76708

STATE OF TEXAS  
COUNTY OF MCLENNAN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID LOERA LAND INVESTMENTS, LLC.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:\_\_\_\_\_

#### SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT I, ADAM M. WHITFIELD, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PREPARED THIS PLAT OF THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL MONUMENTS FOR LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE SHOWN THEREON AS "SET" WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF LORENA.

#### Preliminary

ADAM M. WHITFIELD, SURVEYOR  
TEXAS R.P.L.S. NO. 5786

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.  
"Texas Administrative Code, Title 22, Part 29 Subchapter 661.18".

DATE: \_\_\_\_\_  
MONTH XX, 2023

COUNTY CLERK'S FILE NUMBER:

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF THE ARCHES PHASE II ADDITION TO THE CITY OF LORENA, MCLENNAN COUNTY, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LORENA ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

THIS APPROVAL SHALL BE INVALID UNLESS THE APPROVED PLAT FOR SUCH ADDITION IS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF MCLENNAN, COUNTY, TEXAS, WITHIN TWO (2) YEARS FROM SAID DATE OF FINAL APPROVAL. SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF LORENA. WITNESS OUR HAND, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MONICA HENDRIX  
CITY SECRETARY

RECOMMENDED FOR FINAL APPROVAL:

DON BAGBY  
CHAIRMAN, PLANNING & ZONING COMMISSION

DATE: \_\_\_\_\_

ATTEST:

MONICA HENDRIX  
CITY SECRETARY

DATE: \_\_\_\_\_

APPROVED:

TOMMY ROSS  
MAYOR, CITY OF LORENA, TEXAS

DATE: \_\_\_\_\_

ATTEST:

MONICA HENDRIX  
CITY SECRETARY

DATE: \_\_\_\_\_

NOTES:

1. ALL LOT CORNERS ARE MONUMENTED WITH A SET 5/8 INCH CAPPED IRON ROD STAMPED "CP&Y" UNLESS OTHERWISE NOTED.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983. AN AVERAGE COMBINED SCALE FACTOR OF 0.999879231 WAS UTILIZED FOR THIS PROJECT. ALL DISTANCES AND AREAS ARE BASED ON "SURFACE COORDINATES" AND ARE IN US SURVEY FEET. TO OBTAIN GRID COORDINATES OR DISTANCES, MULTIPLY BY THE ABOVE REFERENCED AVERAGE COMBINED SCALE FACTOR.
3. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITY SERVICES AND BUILDING PERMITS.
4. NO RESIDENTIAL LOT WITHIN THIS ADDITION SHALL BE ALLOWED DRIVEWAY ACCESS ONTO FM 2837.
5. HATCHED AREAS ADJOINING DAHLIA ST. AND LOERA DR. ARE TEMPORARY EASEMENTS PROPOSED BY SEPARATE INSTRUMENT FOR TURN-AROUND UNTIL THE STREETS ARE EXTENDED IN A NORTHERLY DIRECTION IN A RECORDED PLAT.
6. THE OWNERS OF ALL CORNER LOTS SHALL MAINTAIN SIGHT TRIANGLES IN ACCORDANCE WITH THE CITY'S SUBDIVISION ORDINANCE.
7. ALL COMMON SPACE SURFACE AREAS AND EASEMENTS WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
8. THE HOME OWNERS ASSOCIATION, AT ITS SOLE COST AND EXPENSE, IS RESPONSIBLE FOR ALL AREAS TO INCLUDE BUT NOT LIMITED TO THOSE DESIGNATED COMMON SPACE LOTS, AS WELL AS ANY AND ALL EXISTING AND PROPOSED EASEMENTS, AS SHOWN PER THIS PLAT.
9. ANY PUBLIC UTILITY, INCLUDING THE CITY OF LORENA, SHALL HAVE THE RIGHT TO REMOVE ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING THE CITY OF LORENA, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
10. THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "ZONE X" (UNSHADED), BEING AN "AREA OF MINIMAL FLOOD HAZARD" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NUMBER 48309C0540D, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019 IN MCLENNAN COUNTY, TEXAS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THIS PROPERTY IS LOCATED. THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.
11. THE DEVELOPER, LOERA LAND INVESTMENTS, LLC, HEREBY WAIVES THE CITY OF LORENA OF ANY CLAIM FOR DAMAGES AGAINST THE CITY OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF EXISTING STREETS AND ALLEYS TO CONFORM TO THE GRADES ESTABLISHED IN THE SUBDIVISION.
12. NO CONSTRUCTION OR FILLING, WITHOUT THE WRITTEN APPROVAL OF THE CITY OF LORENA, SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT OR A FLOODPLAIN EASEMENT, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE THE 100 YEAR FLOOD ELEVATION.

## FINAL PLAT OF THE ARCHES PHASE II 61.665 ACRES/51 RESIDENTIAL LOTS 6 OPEN SPACE LOTS

LOTS 11-17 BLOCK 12; LOTS 1-19 BLOCK 13;  
LOTS 1-5 BLOCK 14; LOTS 1-5 BLOCK 15; LOTS 1-4 BLOCK 16;  
LOTS 1-6 AND 15-19 BLOCK 23; LOTS 1-6 BLOCK 24

SITUATED IN THE ERASTUS YEAMEN SURVEY,  
ABSTRACT NO.956,  
MCLENNAN COUNTY, TEXAS

SHEET 4 OF 4

OWNER/DEVELOPER:

LOERA HOME BUILDERS CO  
7030 BANNISTER CIRCLE  
MCGREGOR, TEXAS 76657  
(254) 214-4608  
jr.loera@live.com

ENGINEER:

CP&Y INC.  
200 W. HWY 6, SUITE 620  
WACO, TEXAS 76712  
(254) 772-9272  
dmarek@cpyi.com

SURVEYOR:

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awhitfield@cpyi.com



200 W. Hwy 6, Suite 620, Waco, Texas 76712  
254.772.9272 TBPELS 10194124

an STV Company

**Subject:** Discussion and Possible Action on appointment of a Lorena City Council member to the open Seat #2 of the Lorena TIRZ #1 East Board of Directors, for the remainder of the current term to expire in November 2023.

**Current Finding:** The expiration of Shane Phillips term on Council automatically opens up a seat on the TIRZ Board.

Section 3b of the TIRZ Ordinance states that “..the the term of any elected official serving on the Board shall automatically expire when their term in said office ends, and a vacancy shall exist in said Board position. A vacancy on the Board is filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the Board member who served in the vacant position.”

**Recommendation:** Shane’s TIRZ seat is a Council Representative Seat, so Council can appoint a replacement from the remaining Council members not already on the TIRZ Board (Katrina, Jason, and new Councilman Brad). Currently, Mayor Ross and Emily are appointed to 2 of the 3 Council Representatives seats, and Kelly is appointed to one of the LEDC Representatives seats on the TIRZ Board.

At an upcoming City Council meeting, please add an agenda item similar to that listed below for Council consideration:

For consideration,  
Jason  
Lorena TIRZ #1 East

**Jason C. Mundo P.E., CEcD**



**214 642 5352**

**Mundo & Associates Inc.**

[jason@mundoandassociates.com](mailto:jason@mundoandassociates.com)

[www.mundoandassociates.com](http://www.mundoandassociates.com)

**Subject:** Discussion and possible action adopting ordinance number 2023-0515-01 establishing a paid quarantine leave policy in accordance with section 180.008 of the Texas Local Government Code.

**Background Information:**

In April of 2023 the City Council amended the City of Lorena's Covid Leave policy. This was done so in conjunction of the state funding for paid covid leave. Shortly after it was brought to the City's attention that Lorena had not yet adopted an ordinance in accordance with Section 180.008 of the Texas Local Government Code which mandates the City to establish a policy for paid quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians.

**Current Finding:**

After many hours of research and review, to include review with the City Attorney, a proposed policy is being brought before council to establish a paid quarantine policy. This policy would be for all employees, not just the employees that are mandated by law. The decision was made to establish this policy for all employees due to the fact that all of our employees are equally exposed and at risk of potential exposure to communicable disease while on duty. This policy if adopted will be effective retroactively to April 17, 2023 to insure the City's compliance with local laws.

**Recommendation:**

Having had both the ordinance and policy approved as to content by the City's Attorney it is recommended by City Staff to adopt the ordinance establishing a paid quarantine leave policy.

ORDINANCE NO. 2023-0515-01

AN ORDINANCE ESTABLISHING A PAID QUARANTINE LEAVE POLICY FOR CITY OF LORENA EMPLOYEES; AND, PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS: The City of Lorena is a Type A General Law municipality existing under the laws of the State of Texas; and,

WHEREAS: Section 180.008 of the Texas Local Government Code requires that local governments develop and implement a paid quarantine leave policy for peace officers who are ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty; and,

WHEREAS: It is the position of the City Council of the City of Lorena that the establishment of a paid quarantine leave policy for all employees of the City of Lorena would help the City recruit and retain qualified employees; and,

WHEREAS: Section 51.001 of the Texas Local Government Code authorizes the governing body of a municipality to adopt, publish, amend or repeal an ordinance, rule or police regulation that is for the good government, peace or order of the municipality or for the trade and commerce of the municipality and is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and,

WHEREAS: The City Council of the City of Lorena has determined that establishing a Paid Quarantine Leave Policy for the City's employees, including its peace officers, would contribute to the good government, peace and order of the City; is good for the trade and commerce of the City;

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

SECTION 1. Paid Quarantine Leave Policy. There is hereby established a Paid Quarantine Leave Policy as set forth in Exhibit A attached to this Ordinance, and said Exhibit A is incorporated at this point in this Ordinance as if copied herein verbatim for all purposes.

SECTION 2. Effective Date. The Paid Quarantine Leave Policy hereby adopted shall take effect retroactively to April 17, 2023. Any action taken by the City based upon paid quarantine leave since April 17, 2023 is hereby ratified and confirmed.

SECTION 3. Authority. The Mayor of Lorena is hereby authorized to sign the Paid Quarantine Leave Policy on behalf of the City of Lorena.

SECTION 4. Severability. If any section, provision, subdivision, clause or part of this ordinance shall be adjudged or held unconstitutional or invalid, it shall not affect the validity of this ordinance as a whole or any other part or provision contained herein.

PASSED, APPROVED AND ADOPTED at the regular meeting held on the 15<sup>th</sup> day of May, 2023.

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, Mayor Protem

ATTEST:

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Monica Hendrix, City Secretary

# EXHIBIT A

## PAID QUARANTINE LEAVE POLICY

### Statement of Purpose/Applicability

Pursuant to Texas Local Government Code Section 51.001, the City of Lorena hereby adopts this paid quarantine leave policy for all City employees, including its peace officers, who are employed by or appointed by the city and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease.

### Definitions

- (1) "Health authority" means a physician appointed by the city to administer state and local laws relating to public health within the city's jurisdiction.
- (2) "Paid quarantine leave" means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the city; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

### Quarantine Leave

A City of Lorena employee who is ordered to quarantine or isolate by the person's department head, or the city's health authority due to a possible or known exposure to a communicable disease is entitled to receive paid quarantine leave for the duration of the leave.

### No Reduction in Compensation and Benefits

The City of Lorena will not reduce an employee's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Tommy Ross, Mayor



**Subject:** Discussion and possible action awarding the 2022 Street Bond Project to Kasparian Underground LLC dba H&B Contractors in the amount of \$4,647,228.00 for Packages A, B, C, and Package D Add Alternate B.

**Background Information:**

In the 2021-2022 budget year the City of Lorena made the last payment on our general obligation debt service which has allowed the City of Lorena to bond 5 million dollars for the 2022 street bond project. Along with this project the City is required to perform a major rehab of the bridge on S. Old Temple Rd. The funding for this bridge work will be separate from the bond funds, and paid for utilizing funds from the general fund's capital project fund.

**Current Finding:**

On April 17, 2023 a public bid opening was held at the Lorena City Hall. Lorena received two bids for the 2022 street bond project. The low bidder was Kasparian Underground LLC. Also known as H&B Contractors. After the City's engineer tabulated the bid schedules for both completeness and accuracy a letter of recommendation was sent to the City recommending Kasparian be awarded the bid. With this bid the City will be able to complete all work bid. Attached to this write up is the recommendation letter from the City's Engineer, the bid tabulation sheet, and a snapshot look at the funding for this project provided by Linda Klump.

**Recommendation:**

Our City Engineer recommends that City Council approve awarding the 2022 Street Bond Project to Kasparian Underground LLC dba H&B Contractors in the amount of \$4,647,228.00 for Packages A, B, C, and Package D Add Alternate B.



**KASBERG, PATRICK & ASSOCIATES, LP**  
CONSULTING ENGINEERS  
Texas Firm F-510

Temple  
19 North Main Street  
Temple, Texas 76501  
(254) 773-3731

**RICK N. KASBERG, P.E.**  
**R. DAVID PATRICK, P.E., CFM**  
**THOMAS D. VALLE, P.E.**  
**GINGER R. TOLBERT, P.E.**  
**ALVIN R. "TRAE" SUTTON, III, P.E., CFM**  
**JOHN A. SIMCIK, P.E., CFM**

Georgetown  
800 South Austin Avenue  
Georgetown, Texas 78626  
(512) 819-9478

April 20, 2023

Mr. Kevin Neal  
City of Lorena  
107-A South Frontage Road  
Lorena, Texas 76655

Re: City of Lorena  
2022 Street Improvements  
Lorena, Texas

Dear Mr. Neal:

On April 17, 2023, the City of Lorena received two bids for construction of the 2022 Street Improvements. Attached is a Bid Tabulation for your reference. There were a total of forty-seven (47) plan holders for this project, seventeen (17) of which were general contractors.

This project consists of Packages A through D, corresponding to the following work:

**Package A – N. Bordon St, N. Houston St. (Williams Rd. to Center St.), Williams Rd. & Leopard Ln.** – reconstruction of streets including removal of existing asphalt and base, subgrade preparation, placement of geogrid, base material and asphalt, erosion control, traffic control, etc.

**Package B – Pecan Ridge, S. McBrayer St. & S. Front St.** – reconstruction of streets including removal of existing asphalt and base, subgrade preparation, placement of geogrid, base material and asphalt, erosion control, traffic control, etc.

**Package C – Evelyn Dr., Ver-Lo Dr., S. Old Temple Rd., N. Houston St. (Williams Rd. to City Limits)** – reconstruction of streets including removal of existing asphalt and base, subgrade preparation, placement of geogrid, base material and asphalt, erosion control, traffic control, etc.

**Package D – S. Old Temple Road Bridge Repair** – removal and replacement of existing parallel wing walls, placement of flowable fill, construction of concrete step energy dissipater structure, pavement rehabilitation, etc.

Each Package also contained Add Alternates A and B which consisted of the following:

**Add Alternate A** – reduces excavation and base thickness (11" to 6" for collectors and 8" to 6" for locals), adds 6" of lime stabilized subgrade, adds cement treatment of new base material, and deducts geogrid.

**Add Alternate B** – reduces excavation and base thickness (11" to 8" for collectors and 8" to 6" for locals), adds 8" of lime stabilized subgrade, and deducts geogrid.

Mr. Kevin Neal  
April 20, 2023  
Page Two

It is important to note that Add Alternates A and B are alternative ways to construct the same level of roadway included in the base bid. All local street design options in the bid schedule were based on 30,000 equivalent single axle loads (ESALs). All collector street design options in the bid schedule were based on 100,000 ESALs. For pavement design purposes, an ESAL is an expression of traffic volume in terms of equivalent 18-kip single axle load applications over a 20-year theoretical pavement design life. All add alternate bids, with the exception of Package D Add Alternate B, came in as positive numbers. As a result, we are recommending the base bid of Packages A, B and C be awarded along with the base bid of Package D plus Package D Add Alternate B.

The low bidder on the project was Kasparian Underground LLC dba H&B Contractors (H&B Contractors) from McGregor, Texas with a bid of \$4,647,228.00 for Packages A, B, C, D and Package D Add Alternate B. A copy of the Bid Tabulation for the project is attached to this letter. Our final opinion of probable construction costs was \$5,900,000.00 based on average bid prices received recently on comparable projects.

We have reviewed the references, project experience, current workload, and available equipment information that was provided to us by H&B Contractors and have found them to be a reputable contractor and capable of successfully completing the work associated with this project. Based on our findings, we recommend that the bid be awarded to **H&B Contractors** in the amount of **\$4,647,228.00 for Packages A, B, C, D and Package D Add Alternate B.**

If you have any questions, please call.

Sincerely,



John A. Simcik, P.E., C.F.M.

xc: 2022-145-40

BID TABULATION  
CITY OF LORENA  
2022 STREET IMPROVEMENTS  
APRIL 17, 2023; 2:00 PM

				BIDDER INFORMATION		BIDDER INFORMATION	
				Kasparian Underground LLC dba H&B Contractors 27443 W. Hwy 84 McGregor, TX 76657		TTG Utilities Inc. P.O Box 299 Gatesville, TX 76528	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit* Price	Extended Amount	Unit* Price	Extended Amount
PACKAGE A - N. BORDEN, CENTER ST, N. HOUSTON ST. (WILLIAMS RD TO CENTER ST.), WILLIAMS RD, LEOPARD LANE							
A-1	100%	LS	Mobilization, Bonds & Insurance	\$ 98,000.00	\$ 98,000.00	\$ 97,000.00	\$ 97,000.00
A-2	112.2	STA	Furnish Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-Way	275.00	30,855.00	660.00	74,052.00
A-3	100%	LS	Prepare Stormwater Pollution Prevention Plan Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	14,100.00	14,100.00	1,250.00	1,250.00
A-4	100%	LS	Prepare and Submit a Control Plan prepared and signed by a P.E. for Vehicular Traffic	1,200.00	1,200.00	1,900.00	1,900.00
A-5	100%	LS	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian)	11,000.00	11,000.00	25,000.00	25,000.00
A-6	100%	LS	Furnish Project Record Drawings	1,300.00	1,300.00	1,250.00	1,250.00
A-7	100%	LS	Furnish DVD of right-of-way pre-construction and post construction site conditions	500.00	500.00	1,300.00	1,300.00
A-8	14,000	CY	Unclassified Roadway Excavation, Asphalt and Base	21.60	302,400.00	23.00	322,000.00
A-9	37,000	SY	Moisture Conditioned Subgrade	1.00	37,000.00	2.30	85,100.00
A-10	37,000	SY	Tensar TX130S Geogrid	2.70	99,900.00	2.70	99,900.00
A-11	33,000	SY	Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	19.80	653,400.00	24.00	792,000.00
A-12	4,000	SY	Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	15.30	61,200.00	17.00	68,000.00
A-13	28,500	SY	Furnish & Install 3" Type D HMAC with Prime & Tack Coat	21.40	609,900.00	25.00	712,500.00
A-14	3,400	SY	Furnish & Install 2" Type D HMAC with Prime & Tack Coat	16.30	55,420.00	19.00	64,600.00
A-15	20	SY	Construct 6-Inch Thick Reinforced Concrete Cap Over Existing Culvert	100.00	2,000.00	165.00	3,300.00
A-16	220	SY	Furnish & Install 6" Concrete Drainage Channel	170.00	37,400.00	220.00	48,400.00
A-17	204	LF	Furnish & Install 1' Sawtooth Curb	48.00	9,792.00	52.00	10,608.00
A-18	30	LF	Furnish & Install Curb and Gutter	48.00	1,440.00	40.00	1,200.00
A-19	1	EA	Furnish & Install Concrete Headwall for 20" x 16" CMP	7,200.00	7,200.00	3,850.00	3,850.00
A-20	12	SY	Furnish & Install Mortared Rock Rip-Rap	230.00	2,760.00	225.00	2,700.00
A-21	60	LF	Furnish & Install 24-Inch Wide Thermoplastic (Stop Bar), Type I Material, 0.090 Mil	30.00	1,800.00	31.00	1,860.00
A-22	48	LF	Furnish & Install 12-Inch Wide Thermoplastic (School Zone), Type I Material, 0.090 Mil	30.00	1,440.00	31.00	1,488.00
A-23	2	EA	Furnish & Install Blue Reflective Button in Front of Fire Hydrant	30.00	60.00	31.00	62.00
A-24	6,250	SY	Revegetation of Disturbed Areas of Right-of-Way	5.20	32,500.00	9.50	59,375.00
A-25	100%	LS	For direct MATERIALS TESTING COSTS related to density testing of base material and asphalt to be provided by Langerman Engineering Company, when applicable invoice is provided. Tests which show unsatisfactory results shall be repeated at the expense of the Contractor subsequent to the Contractor's remedial activities. Contractor coordination services will not be paid as part of this item and shall be included in the applicable bid item.	40,000.00	40,000.00	45,000.00	45,000.00
A-26	40	LF	Remove and Dispose of Existing Culvert (Est. to be 30" Diameter)	26.00	1,040.00	25.00	1,000.00
A-27	80	LF	Furnish & Install 24" Diameter Class IV RCP Culvert, Including Bedding & Backfill	170.00	13,600.00	103.00	8,240.00
A-28	1	EA	Furnish & Install Sloped End Treatment for 2-24" RCPs (6:1)	3,700.00	3,700.00	3,517.00	3,517.00
A-29	1	EA	Furnish & Install Parallel Headwall for 2-24" RCPs (CH-PW-0)	7,000.00	7,000.00	6,300.00	6,300.00
A-30	100%	LS	Clean All Silt & Debris Out of Existing Culverts at S. Houston/W. Center	2,600.00	2,600.00	45,000.00	45,000.00
A-31	65	SY	For Grading Channel to Drain (W. Center)	25.00	1,625.00	120.00	7,800.00
A-32	1	EA	Furnish & Install Sloped End Treatment for 20"x16" CMP (6:1)	7,000.00	7,000.00	2,400.00	2,400.00
TOTAL PACKAGE A - (ITEMS A-1 - A-32)					\$ 2,149,132.00		\$ 2,597,952.00

PACKAGE A - ADD ALTERNATE A							
1A	-14,000	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 21.60	\$ (302,400.00)	\$ 23.00	\$ (322,000.00)
2A	12,000	CY	Unclassified Roadway Excavation, Asphalt and Base	22.60	271,200.00	23.00	276,000.00
3A	-37,000	SY	Deduct - Moisture Conditioned Subgrade	1.00	(37,000.00)	2.30	(85,100.00)
4A	-37,000	SY	Deduct - Tensar TX130S Geogrid	2.70	(99,900.00)	2.70	(99,900.00)
5A	37,000	SY	6" Depth Lime Stabilized Subgrade	9.30	344,100.00	13.00	481,000.00
6A	-33,000	SY	Deduct - Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	19.80	(653,400.00)	24.00	(792,000.00)
7A	-4,000	SY	Deduct - Furnish & Install 8" Crushed Limestone Base Material (Local), TxDOT Type A, Grade 1-2	15.30	(61,200.00)	19.00	(76,000.00)
8A	37,000	SY	Furnish & Install 6" Cement Treated Base Material	21.30	788,100.00	25.00	925,000.00
TOTAL PACKAGE A - ADD ALTERNATE A (ITEMS 1A-8A)					\$ 249,500.00		\$ 307,000.00

PACKAGE A - ADD ALTERNATE B							
1B	-14,000	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 21.60	\$ (302,400.00)	\$ 23.00	\$ (322,000.00)
2B	12,000	CY	Unclassified Roadway Excavation, Asphalt and Base	22.60	271,200.00	23.00	276,000.00
3B	-37,000	SY	Deduct - Moisture Conditioned Subgrade	1.00	(37,000.00)	2.30	(85,100.00)
4B	-37,000	SY	Deduct - Tensar TX130S Geogrid	2.70	(99,900.00)	2.70	(99,900.00)
5B	37,000	SY	8" Depth Lime Stabilized Subgrade	11.40	421,800.00	15.00	555,000.00
6B	-33,000	SY	Deduct - Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	19.80	(653,400.00)	24.00	(792,000.00)
7B	-4,000	SY	Deduct - Furnish & Install 8" Crushed Limestone Base Material (Local), TxDOT Type A, Grade 1-2	15.30	(61,200.00)	17.00	(68,000.00)
8B	33,000	SY	Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	15.60	514,800.00	18.50	610,500.00
9B	4,000	SY	Furnish & Install 6" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	11.50	46,000.00	13.50	54,000.00
TOTAL PACKAGE A - ADD ALTERNATE B (ITEMS 1B-9B)					\$ 99,900.00		\$ 128,500.00

PACKAGE B - PECAN RIDGE, S. MCBRAYER ST., S. FRONT ST.							
B-1	100%	LS	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Bid	\$ 40,000.00	\$ 40,000.00	\$ 47,000.00	\$ 47,000.00
B-2	54	STA	Furnish Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-Way	650.00	35,100.00	800.00	43,200.00
B-3	100%	LS	Prepare Stormwater Pollution Prevention Plan Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	11,000.00	11,000.00	1,250.00	1,250.00
B-4	100%	LS	Prepare and Submit a Control Plan prepared and signed by a P.E. for Vehicular Traffic	1,200.00	1,200.00	1,900.00	1,900.00
B-5	100%	LS	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian)	10,000.00	10,000.00	20,400.00	20,400.00
B-6	100%	LS	Furnish Project Record Drawings	1,200.00	1,200.00	1,250.00	1,250.00
B-7	100%	LS	Furnish DVD of right-of-way pre-construction and post construction site conditions	500.00	500.00	1,390.00	1,390.00
B-8	4,900	CY	Unclassified Roadway Excavation, Asphalt and Base	22.00	107,800.00	23.00	112,700.00
B-9	17,500	SY	Moisture Conditioned Subgrade	1.50	26,250.00	2.30	40,250.00
B-10	17,500	SY	Tensar TX130S Geogrid	3.00	52,500.00	2.70	47,250.00
B-11	17,500	SY	Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	16.10	281,750.00	19.00	332,500.00
B-12	14,500	SY	Furnish & Install 2" Type D HMAC with Prime & Tack Coat	14.70	213,150.00	17.00	246,500.00
B-13	1	EA	Adjust Existing Wastewater Manhole to Grade	900.00	900.00	1,300.00	1,300.00
B-14	3,000	SY	Revegetation of Disturbed Areas of Right-of-Way	5.20	15,600.00	9.50	28,500.00
B-15	100%	LS	For direct MATERIALS TESTING COSTS related to density testing of base material and asphalt to be provided by Langerman Engineering Company, when applicable invoice is provided. Tests which show unsatisfactory results shall be repeated at the expense of the Contractor subsequent to the Contractor's remedial activities. Contractor coordination services will not be paid as part of this item and shall be included in the applicable bid item.	20,000.00	20,000.00	31,269.00	31,269.00
TOTAL PACKAGE B - (ITEMS B-1 - B-15)					\$ 816,950.00		\$ 956,659.00

BID TABULATION  
CITY OF LORENA  
2022 STREET IMPROVEMENTS  
APRIL 17, 2023; 2:00 PM

				BIDDER INFORMATION		BIDDER INFORMATION	
				Kasparian Underground LLC dba H&B Contractors 27443 W. Hwy 84 McGregor, TX 76657		TTG Utilities Inc.  P.O Box 299 Gatesville, TX 76528	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit* Price	Extended Amount	Unit* Price	Extended Amount
PACKAGE B - ADD ALTERNATE A							
1A	-4,900	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 21.60	\$ (105,840.00)	\$ 23.00	\$ (112,700.00)
2A	3,900	CY	Unclassified Roadway Excavation, Asphalt and Base	23.50	91,650.00	23.00	89,700.00
3A	-17,500	SY	Deduct - Moisture Conditioned Subgrade	1.00	(17,500.00)	2.30	(40,250.00)
4A	-17,500	SY	Deduct - Tensar TX130S Geogrid	2.70	(47,250.00)	2.70	(47,250.00)
5A	17,500	SY	6" Depth Lime Stabilized Subgrade	9.30	162,750.00	13.00	227,500.00
6A	-17,500	SY	Deduct - Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	16.10	(281,750.00)	19.00	(332,500.00)
7A	17,500	SY	Furnish & Install 6" Cement Treated Base Material	21.30	372,750.00	25.00	437,500.00
TOTAL PACKAGE B - ADD ALTERNATE A (ITEMS 1A-7A)					\$ 174,810.00		\$ 222,000.00

PACKAGE B - ADD ALTERNATE B							
1B	-4,900	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 21.60	\$ (105,840.00)	\$ 23.00	\$ (112,700.00)
2B	3,900	CY	Unclassified Roadway Excavation, Asphalt and Base	23.50	91,650.00	23.00	89,700.00
3B	-17,500	SY	Deduct - Moisture Conditioned Subgrade	1.00	(17,500.00)	2.30	(40,250.00)
4B	-17,500	SY	Deduct - Tensar TX130S Geogrid	2.70	(47,250.00)	2.70	(47,250.00)
5B	17,500	SY	8" Depth Lime Stabilized Subgrade	11.40	199,500.00	15.00	262,500.00
6B	-17,500	SY	Deduct - Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	16.10	(281,750.00)	19.00	(332,500.00)
7B	17,500	SY	Furnish & Install 6" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	11.50	201,250.00	13.50	236,250.00
TOTAL PACKAGE B - ADD ALTERNATE B (ITEMS 1B-7B)					\$ 40,060.00		\$ 55,750.00

PACKAGE C - EVELYN DR., VER-LO DR., S. OLD TEMPLE RD., N. HOUSTON ST. (WILLIAMS RD. TO CENTER ST.)							
C-1	100%	LS	Mobilization, Bonds & Insurance	\$ 65,000.00	\$ 65,000.00	\$ 55,000.00	\$ 55,000.00
C-2	67.0	STA	Furnish Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-Way	600.00	40,200.00	650.00	43,550.00
C-3	100%	LS	Prepare Stormwater Pollution Prevention Plan Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	12,500.00	12,500.00	1,250.00	1,250.00
C-4	100%	LS	Prepare and Submit a Control Plan prepared and signed by a P.E. for Vehicular Traffic	12,000.00	12,000.00	1,900.00	1,900.00
C-5	100%	LS	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian0	11,000.00	11,000.00	15,000.00	15,000.00
C-6	100%	LS	Furnish Project Record Drawings	1,200.00	1,200.00	1,250.00	1,250.00
C-7	100%	LS	Furnish DVD of right-of-way pre-construction and post construction site conditions	500.00	500.00	1,390.00	1,390.00
C-8	8,200	CY	Unclassified Roadway Excavation, Asphalt and Base	25.00	205,000.00	23.00	188,600.00
C-9	22,500	SY	Moisture Conditioned Subgrade	1.10	24,750.00	2.30	51,750.00
C-10	22,500	SY	Tensar TX130S Geogrid	3.00	67,500.00	2.70	60,750.00
C-11	17,700	SY	Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	21.00	371,700.00	24.00	424,800.00
C-12	4,800	SY	Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	16.75	80,400.00	17.00	81,600.00
C-13	15,500	SY	Furnish & Install 3" Type D HMAC with Prime & Tack Coat	21.65	335,575.00	25.00	387,500.00
C-14	4,100	SY	Furnish & Install 2" Type D HMAC with Prime & Tack Coat	16.00	65,600.00	19.00	77,900.00
C-15	780	LF	Furnish & Install 4" Wide Reflective Pavement Marker Double Yellow (.090 Mils)	7.30	5,694.00	9.15	7,137.00
C-16	33	LF	Furnish & Install 24-Inch Wide Thermoplastic (Stop Bar), Type I Material, 0.090 Mil	25.00	825.00	31.00	1,023.00
C-17	2	EA	Furnish & Install Blue Reflective Button in Front of Fire Hydrant	25.00	50.00	31.00	62.00
C-18	1	EA	Adjust Existing Wastewater Manhole to Grade	1,000.00	1,000.00	1,300.00	1,300.00
C-19	3,750	SY	Revegetation of Disturbed Areas of Right-of-Way	6.00	22,500.00	9.50	35,625.00
C-20	1	LS	For direct MATERIALS TESTING COSTS related to density testing of base material and asphalt to be provided by Langerman Engineering Company, when applicable invoice is provided. Tests which show unsatisfactory results shall be repeated at the expense of the Contractor subsequent to the Contractor's remedial activities. Contractor coordination services will not be paid as part of this item and shall be included in the applicable bid item.	26,000.00	26,000.00	34,806.00	34,806.00
C-21	40	EA	Furnish & Install Raised Pavement Markers (RPMs), Type II, Per Detail on Sheet D-01 of the Plans	45.00	1,800.00	32.00	1,280.00
TOTAL PACKAGE C - (ITEMS C-1 - C-21)					\$ 1,350,794.00		\$ 1,473,473.00

PACKAGE C - ADD ALTERNATE A							
1A	-8,200	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 25.00	\$ (205,000.00)	\$ 23.00	\$ (188,600.00)
2A	5,500	CY	Unclassified Roadway Excavation, Asphalt and Base	27.00	148,500.00	23.00	126,500.00
3A	-22,500	SY	Deduct - Moisture Conditioned Subgrade	1.10	(24,750.00)	2.30	(51,750.00)
4A	-22,500	SY	Deduct - Tensar TX130S Geogrid	3.00	(67,500.00)	2.70	(60,750.00)
5A	22,500	SY	6" Depth Lime Stabilized Subgrade	10.00	225,000.00	13.00	292,500.00
6A	-17,700	SY	Deduct - Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	21.00	(371,700.00)	24.00	(424,800.00)
7A	-4,800	SY	Deduct - Furnish & Install 8" Crushed Limestone Base Material (Local), TxDOT Type A, Grade 1-2	16.75	(80,400.00)	17.00	(81,600.00)
8A	22,500	SY	Furnish & Install 6" Cement Treated Base Material	22.00	495,000.00	25.00	562,500.00
TOTAL PACKAGE C - ADD ALTERNATE A (ITEMS 1A-8A)					\$ 119,150.00		\$ 174,000.00

PACKAGE C - ADD ALTERNATE B							
1B	-8,200	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 25.00	\$ (205,000.00)	\$ 23.00	\$ (188,600.00)
2B	6,500	CY	Unclassified Roadway Excavation, Asphalt and Base	27.00	175,500.00	23.00	149,500.00
3B	-22,500	SY	Deduct - Moisture Conditioned Subgrade	1.10	(24,750.00)	2.30	(51,750.00)
4B	-22,500	SY	Deduct - Tensar TX130S Geogrid	3.00	(67,500.00)	2.70	(60,750.00)
5B	22,500	SY	8" Depth Lime Stabilized Subgrade	12.50	281,250.00	15.00	337,500.00
6B	-17,700	SY	Deduct - Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	21.00	(371,700.00)	24.00	(424,800.00)
7B	-4,800	SY	Deduct - Furnish & Install 8" Crushed Limestone Base Material (Local), TxDOT Type A, Grade 1-2	16.75	(80,400.00)	17.00	(81,600.00)
8B	17,700	SY	Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collector)	16.75	296,475.00	17.00	300,900.00
9B	4,800	SY	Furnish & Install 6" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Local)	12.65	60,720.00	13.00	62,400.00
TOTAL PACKAGE C - ADD ALTERNATE B (ITEMS 1B-9B)					\$ 64,595.00		\$ 42,800.00

BID TABULATION  
CITY OF LORENA  
2022 STREET IMPROVEMENTS  
APRIL 17, 2023; 2:00 PM

				BIDDER INFORMATION		BIDDER INFORMATION	
				Kasparian Underground LLC dba H&B Contractors 27443 W. Hwy 84 McGregor, TX 76657		TTG Utilities Inc. P.O Box 299 Gatesville, TX 76528	
Bid No.	Estimated Quantity	Unit	Bid Data Description	Unit* Price	Extended Amount	Unit* Price	Extended Amount
PACKAGE D - S. OLD TEMPLE ROAD BRIDGE REPAIR							
D-1	100%	LS	Mobilization, Bonds & Insurance	\$ 16,000.00	\$ 16,000.00	\$ 17,000.00	\$ 17,000.00
D-2	67.0	STA	Furnish Labor, Equipment, Tools & Supervision to Complete Preparation of Right-of-Way	735.00	49,245.00	760.00	50,920.00
D-3	100%	LS	Prepare Stormwater Pollution Prevention Plan Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	2,255.00	2,255.00	1,200.00	1,200.00
D-4	100%	LS	Prepare and Submit a Control Plan prepared and signed by a P.E. for Vehicular Traffic	1,275.00	1,275.00	1,900.00	1,900.00
D-5	100%	LS	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian0	5,100.00	5,100.00	11,027.00	11,027.00
D-6	100%	LS	Furnish Project Record Drawings	675.00	675.00	1,265.00	1,265.00
D-7	100%	LS	Furnish DVD of right-of-way pre-construction and post construction site conditions	575.00	575.00	1,400.00	1,400.00
D-8	200	CY	Unclassified Roadway Excavation, Asphalt and Base	54.00	10,800.00	35.00	7,000.00
D-9	490	SY	Moisture Conditioned Subgrade	6.00	2,940.00	5.80	2,842.00
D-10	490	SY	Tensar TX130S Geogrid	4.65	2,278.50	2.70	1,323.00
D-11	490	SY	Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	30.00	14,700.00	30.00	14,700.00
D-12	413	SY	Furnish & Install 3" Type D HMAc with Prime & Tack Coat	62.00	25,606.00	62.00	25,606.00
D-13	4	EA	Remove & Dispose of Existing Wingwalls	3,545.00	14,180.00	3,800.00	15,200.00
D-14	4	EA	Construct Parallel Wingwalls, Per Detail PW-1	35,855.00	143,420.00	35,000.00	140,000.00
D-15	200	LF	Detach Existing Guardrail from Existing Wingwalls and Attach to New Wingwalls	17.00	3,400.00	65.00	13,000.00
D-16	100%	LS	Detach Existing Conduits from Existing Wingwalls and Attach to New Wingwalls	6,600.00	6,600.00	2,500.00	2,500.00
D-17	4	CY	Construct Reinforced Concrete Steps, Per Details on Sheet P-22	3,270.00	13,080.00	4,200.00	16,800.00
D-18	8	CY	Place Select Fill, TxDOT Item 132, Type A, Under Concrete Steps	120.00	960.00	495.00	3,960.00
D-19	10	CY	Place Flowable Fill, TxDOT Item 401, Excavatable, Under Culvert Washout	336.00	3,360.00	270.00	2,700.00
D-20	100%	LS	For direct MATERIALS TESTING COSTS related to density testing of base material and asphalt to be provided by Langerman Engineering Company, when applicable invoice is provided. Tests which show unsatisfactory results shall be repeated at the expense of the Contractor subsequent to the Contractor's remedial activities. Contractor coordination services will not be paid as part of this item and shall be included in the applicable bid item.	10,840.00	10,840.00	6,500.00	6,500.00
D-21	25	LF	Furnish, Install, Maintain, and Remove Rock Berm	196.00	4,900.00	260.00	6,500.00
TOTAL PACKAGE D - (ITEMS D-1 - D-20)					\$ 332,189.50		\$ 343,343.00

PACKAGE D - ADD ALTERNATE A							
1A	-200	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 54.00	\$ (10,800.00)	\$ 35.00	\$ (7,000.00)
2A	130	CY	Unclassified Roadway Excavation, Asphalt and Base	84.00	10,920.00	35.00	4,550.00
3A	-490	SY	Deduct - Moisture Conditioned Subgrade	6.00	(2,940.00)	5.80	(2,842.00)
4A	-490	SY	Deduct - Tensar TX130S Geogrid	4.65	(2,278.50)	2.70	(1,323.00)
5A	490	SY	6" Depth Lime Stabilized Subgrade	16.00	7,840.00	20.00	9,800.00
6A	-490	SY	Deduct - Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	30.00	(14,700.00)	30.00	(14,700.00)
7A	490	SY	Furnish & Install 6" Cement Treated Base Material	27.50	13,475.00	40.00	19,600.00
TOTAL PACKAGE D - ADD ALTERNATE A (ITEMS 1A-7A)					\$ 1,516.50		\$ 8,085.00

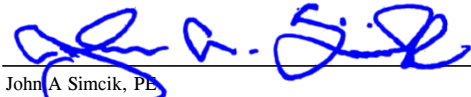
PACKAGE D - ADD ALTERNATE B							
1B	-200	CY	Deduct - Unclassified Roadway Excavation, Asphalt and Base	\$ 54.00	\$ (10,800.00)	\$ 35.00	\$ (7,000.00)
2B	150	CY	Unclassified Roadway Excavation, Asphalt and Base	72.00	10,800.00	35.00	5,250.00
3B	-490	SY	Deduct - Moisture Conditioned Subgrade	6.00	(2,940.00)	5.80	(2,842.00)
4B	-490	SY	Deduct - Tensar TX130S Geogrid	4.65	(2,278.50)	2.70	(1,323.00)
5B	490	SY	8" Depth Lime Stabilized Subgrade	17.60	8,624.00	20.00	9,800.00
6B	-490	SY	Deduct - Furnish & Install 11" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collectors)	30.00	(14,700.00)	30.00	(14,700.00)
7B	490	SY	Furnish & Install 8" Crushed Limestone Base Material, TxDOT Type A, Grade 1-2 (Collector)	19.30	9,457.00	25.00	12,250.00
TOTAL PACKAGE D - ADD ALTERNATE B (ITEMS 1B-7B)					\$ (1,837.50)		\$ 1,435.00

BID SUMMARY

TOTAL BID AMOUNT PACKAGE A	\$ 2,149,132.00	\$ 2,597,952.00
TOTAL BID AMOUNT PACKAGE A ADD ALTERNATE A	\$ 249,500.00	\$ 307,000.00
TOTAL BID AMOUNT PACKAGE A ADD ALTERNATE B	\$ 99,900.00	\$ 128,500.00
TOTAL BID AMOUNT PACKAGE B	\$ 816,950.00	\$ 956,659.00
TOTAL BID AMOUNT PACKAGE B ADD ALTERNATE A	\$ 174,810.00	\$ 222,000.00
TOTAL BID AMOUNT PACKAGE B ADD ALTERNATE B	\$ 40,060.00	\$ 55,750.00
TOTAL BID AMOUNT PACKAGE C	\$ 1,350,794.00	\$ 1,473,473.00
TOTAL BID AMOUNT PACKAGE C ADD ALTERNATE A	\$ 119,150.00	\$ 174,000.00
TOTAL BID AMOUNT PACKAGE C ADD ALTERNATE B	\$ 64,595.00	\$ 42,800.00
TOTAL BID AMOUNT PACKAGE D	\$ 332,189.50	\$ 343,343.00
TOTAL BID AMOUNT PACKAGE D ADD ALTERNATE A	\$ 1,516.50	\$ 8,085.00
TOTAL BID AMOUNT PACKAGE D ADD ALTERNATE B	\$ (1,837.50)	\$ 1,435.00
TOTAL BID - PACKAGE A + PACKAGE B + PACKAGE C + PACKAGE D	\$ 4,649,065.50	\$ 5,371,427.00
TOTAL BID - PACKAGE A + PACKAGE B + PACKAGE C + PACKAGE D + PACKAGE D ADD ALT B	\$ 4,647,228.00	\$ 5,372,862.00

Did Bidder Acknowledge Addendum No. 1?	YES	YES
Did Bidder provide Bid Security?	YES	YES
Did Bidder provide required documents?	YES	YES

I hereby certify that this is a correct & true tabulation of all bids received.

  
John A Simcik, PE  
Kasberg, Patrick & Associates, LP

4/19/2023  
Date





City of Lorena  
2022 Street Bond Project  
Budget/Actual Report

		Proceeds	Engineering	Construction
Project Budget		5,000,000.00	767,700.00	4,316,876.00
FY 2022	Remaining 2003 Street Bonds	67,181.35		
	Bond Proceeds	4,930,000.00		
	Interest	14,935.84		
	Engineering	(215,800.00)	(215,800.00)	-
	Construction	-		
	Bond Issue Costs	(130,839.80)		
	Bond Premium	209,681.20		
	Paying Agent	(500.00)		
FY 2022 Fund Balance		4,874,658.59	(215,800.00)	-
3/31/2023	Interest	96,575.48		
	Engineering	(186,650.00)	(186,650.00)	-
	Construction	-		
YTD Fund Balance		4,784,584.07	(402,450.00)	-
Fund Balance		4,784,584.07		
Engineering Remaining		(365,250.00)		
Construction Remaining		(4,316,876.00)		
Remaining FB		102,458.07		

**Subject:** Discussion and possible action authorizing the Mayor to enter into an agreement with McLennan County to be a subrecipient of \$225,000.00 of the ARPA funds awarded to McLennan County.

**Background Information:**

In the 2021 the federal government allotted funds to the American Rescue Plan Act which can be used conjunction with other funding to complete things such as needed infrastructure improvements. The City of Lorena made a request to McLennan County for enough funding to install back-up generators at all water and sewer locations that currently do not have back-up generators. After receiving requests from many different entities, the County hired Tom Ray to come up with a method to prioritize and award funding based on the requests.

**Current Finding:**

On May 4, 2023 the City of Lorena received an email from McLennan County notifying us that we had been awarded \$225,000.00 towards our project to install back-up generators. This funding, if not used, will have to be returned to the County. \$225,000.00 is not enough funding to install a back-up generator at Lorena's main water well / pump station that provides the capability to serve all of our water customers in the time of a natural disaster such as winter storm Uri. Any costs above and beyond the \$225,000.00 would have to come from the utility fund capital project fund. At the time the City's Engineer did the cost estimate for this back-up generator the OPC was \$450,000.00. It would be very conservative to add 20% to the \$450,000.00 price due to recent inflation rates on both materials and labor.

**Recommendation:**

Have City Council decide whether or not to proceed with the subrecipient agreement for the \$225,000.00 of available McLennan County ARPA funds to install a back-up generator at the Lorena well number 3 site located on N. Old Temple Rd. near the intersection of Mid-Tex Rd.

# AMERICAN RESCUE PLAN ACT of 2021 SUBRECIPIENT AGREEMENT

Between

McLENNAN COUNTY, TEXAS

and

City of Lorena, Texas

## I. PARTIES

This Agreement is made by and between McLennan County, Texas (“County”), a political subdivision of the State of Texas, and the City of Lorena, Texas (“Subrecipient”).

## II. PREAMBLE

**WHEREAS**, on January 3, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (the “Act”) to, *inter alia*, appropriate funds to units of local government to address the negative economic effects caused by COVID-19;

**WHEREAS**, the County received a grant from the United States Department of the Treasury (“Treasury”) under the Act, certain terms of which are attached as **Exhibit A**;

**WHEREAS**, Subrecipient has suffered economic harm from the COVID-19 Pandemic in the form of revenue loss during the Pandemic and unreasonable inflation during the Pandemic and continuing through the present making pipes, chemicals, pumps and other necessary items very expensive. Without the assistance of the ARPA funds it would be very difficult to make the needed acquisitions, repairs and improvements set forth herein;

**WHEREAS**, the grant is provided to respond to the public health emergency caused by COVID-19 or its negative economic impacts;

**WHEREAS**, the County desires to use the grant to render assistance, provide services, and complete projects consistent with the purposes of the grant;

**WHEREAS**, a highly publicized hard-freeze left many water providers without electric power to pump, treat, and distribute water to the public;

**WHEREAS**, in light of this problem the Texas Legislature passed a law requiring all water providers to have emergency generators;

**WHEREAS**, these emergency generators are very expensive, and COVID’s inflation and supply effect has made them even more expensive and hard to obtain;

**WHEREAS**, Subrecipient has another water project that is in need of funding assistance being a new water supply connection;

**WHEREAS**, providing a supply of safe drinking water is a purpose for which ARPA funds may be used;

**WHEREAS**, the allocation of ARPA funds to Subrecipient will assist in acquiring the needed generators; and

**WHEREAS**, Subrecipient agrees to use the funding provided herein only for the purposes set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein and made findings of fact.

2. Grant Terms. Subrecipient agrees to abide by the terms and conditions contained in **Exhibit A**, attached hereto and incorporated for all purposes. **Subrecipient shall adhere to the regulations outlined in the Code of Federal Regulations in 2 CFR Part 200**. Subrecipient also certifies to the matters in **Exhibit B**, attached hereto and incorporated for all purposes. Funds provided under this Agreement may only be used for the Project. **IMPORTANT: As a Subrecipient your use of the ARPA funds is subject to the procurement standards/requirements of 2 CFR Sections 200.318-200.327 which generally require competitive procurement. Please become familiar with these requirements.**

Subrecipient is subject to monitoring and shall cooperate with the County and/or any entity engaged by the County in the monitoring process.

3. Project. The Project made the subject of this Agreement is to acquire emergency generators to allow Subrecipient to continue to provide water services when electrical power is lost. The Subrecipient is required to buy and install generators to meet Texas law. The allocation herein may or may not cover the generators needed, and shall only be used to assist in acquiring and installing the generators except as set forth in this Section. If there is any remaining funding after acquiring and installing the emergency generators, the remaining funds may be used to assist in acquiring, constructing, and/or installing the following water supply/quality projects or wastewater projects: New water supply connection.

4. Allocation. Based on the projected Project expenditures submitted by Subrecipient to the County, the County allocates the sum of **\$225,000** of American Rescue Plan Act funding to Subrecipient (the "Funds"). The County shall pay that amount to Subrecipient pursuant to the draw request process set forth below. Subrecipient must keep any Funds awaiting expenditure in an interest-bearing, federally insured account. The Funds must be kept in a separate account than other monies and must be separately accounted for by the Subrecipient. Funds must be obligated by December 31, 2024 and must be spent by December 31, 2026. Any unspent Funds must be returned to the County.

Funds will be released pursuant to an approved draw request made by the Subrecipient to the County through the Monitoring Engineer. The draw request must specify what the requested funding will be used for with regard to the Project. All draw requests shall first be submitted to the Monitoring Engineer. If the Monitoring Engineer approves the draw request it will be acted on by the Commissioners

Court at the next available meeting. The County shall pay over the funds to be released under the draw request within ten (10) days of the Commissioners Court approval.

The Monitoring Engineer may disapprove a draw request that is: 1) not Project-related; 2) does not fit the Project as defined; or 3) is not justified by the progress of the Project. Alternatively, the Monitoring Engineer may approve the draw request for a lesser amount if the decision is based on Project progress.

5. Monitoring. The County will engage an engineering firm to serve as the Monitoring Engineer to periodically monitor the Project. The Monitoring Engineer will require the Project engineer to provide progress and budget reports for the Project no less than monthly. As set forth above the Monitoring Engineer also reviews draw requests.

The project must be completed by **December 31, 2026**. If not completed by that date, the Subrecipient must repay the County all of the funds provided by the County. During the Project the progress will be periodically monitored. If in the opinion of the Monitoring Engineer the Project cannot be completed by 12/31/2026, County reserves the right to terminate this Agreement.

No funds provided for under this Agreement may be used to pay fines or other damages sought by the EPA or others or to settle with the EPA or others.

6. Documentation. Subrecipient shall document each and every use of the Funds.

7. Record Retention. Subrecipient shall retain all records for a period of five (5) years after completion of the Project.

8. Reporting. Subrecipient shall provide the County with a report of how the ARPA funding is being used quarterly with the first report due in July of 2023. Subrecipient shall assist the County in complying with any reporting requirements that the County has under the grant or applicable regulations.

9. Audit. Subrecipient shall allow the audit of its books and records related to the Funds upon request by the County, the State, or the U.S. Department of the Treasury or designee.

10. Termination for Convenience. Either party may terminate this Agreement on 30 days' written notice. The unspent portion of the Funds must be returned to the County by Subrecipient on the date of termination. After receiving the notice, Subrecipient shall not spend any of the Funds other than for binding contracts or orders made before Subrecipient sent or received the notice, and shall repay the unspent funds to the County. If spent funds are shown not to have been spent in accordance with the Program the Subrecipient will be obligated to repay those funds to the County.

11. Termination for Cause. In the event the Subrecipient is determined to have made an expenditure in violation of the restrictions set forth in this Agreement, the Subrecipient must repay to the County from its other funds the amount of the ineligible expenditure within 30 days of receiving notice

thereof. Depending on the nature and scope of the violation, the County may terminate this Agreement. If the Agreement is terminated, the entire **\$225,000** (or the amount drawn if less) must be repaid to the County.

12. Duties as Subrecipient. Subrecipient acknowledges that its use of the Funds for its Project is subject to the same terms and conditions as the County's use of the Funds. Subrecipient agrees to the fullest extent allowed by law to hold the County harmless against any repayments, penalties or interest incurred as a result of Subrecipient's failure to comply with the terms and conditions of the ARPA funding.

13. Amendments. Any amendment to this Agreement must be by written instrument dated and signed by both parties.

14. Waiver. No waiver by the County of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

15. Law and Venue. The laws of the State of Texas shall govern this Agreement except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction sitting in McLennan County, Texas.

16. Attorney's Fees and Costs. The County shall be entitled to recover its reasonable and necessary attorney's fees and costs against Subrecipient if it is required to undertake litigation to enforce the terms of this Agreement.

17. No Assignment. This Agreement may not be assigned.

18. No Significant Change to Program. No significant change to the Program for which funding has been granted is allowed.

19. No Third-Party Beneficiaries. This Agreement is between the parties hereto and no third party shall have a right to enforce this Agreement or base a claim on this Agreement.

20. Not Debarred. By executing this Agreement, Subrecipient affirms that neither it nor its directors, operators, managers, employees, agents, subcontractors, parent company(-ies), or subsidiary company(-ies) has been debarred, suspended, or otherwise excluded by governmental agencies pursuant to Executive Orders 12549 or 12689 or any other statutory or regulatory authority, nor is Subrecipient or its directors, operators, managers, employees, agents, subcontractors, parent company(-ies), or subsidiary company(-ies) listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180.

Signature and Execution:

**McLENNAN COUNTY, TEXAS**

By: \_\_\_\_\_  
McLennan County Judge (As Authorized and  
Approved by the McLennan County Commissioners  
Court by Order Dated \_\_\_\_\_)

Date Signed: \_\_\_\_\_

ATTEST:  
J.A. "Andy" Harwell, County Clerk  
McLennan County, Texas

\_\_\_\_\_  
Deputy

**City of Lorena, Texas**

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Witness

Date Signed: \_\_\_\_\_



## EXHIBIT A

### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. **Use of Funds.**
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date Agreement is executed and ends on December 31, 2026. As set forth in Treasury's implementing regulations, County may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. **Reporting.** Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records**
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. **Conflicts of Interest.** Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
8. **Compliance with Applicable Law and Regulations.**
  - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies thereto.

9. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
11. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to McLennan County, Texas by the U.S. Department of the Treasury."
13. Debts Owed the Federal Government.
  - a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the County and/or the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
14. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
15. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise

discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vu. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

18. Equal Opportunity Employment. During the performance of this contract, the Subrecipient agrees as follows:

(1) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(4) Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Subrecipient will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the subrecipient named below (hereinafter referred to as the "Subrecipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.



8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury and the County if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America and the County have the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

#### Other Provisions:

Anti-kickback Statute. Each party certifies that it will not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), or the federal Stark Law, set forth at 42 U.S.C. § 1395nn (“Stark Law”), with respect to the performance of its obligations under this Agreement.

Davis-Bacon Act. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract Work Hours and Safety Standards Act. If Subrecipient undertakes a project under this Agreement for construction exceeding \$100,000.00 which involves the employment of mechanics and laborers, then Subrecipient agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Subrecipient acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the United States Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

# **EXHIBIT B**

## **I. VERIFICATION REQUIRED BY**

### **TEXAS GOVERNMENT CODE SECTION 2271.002**

Chapter 2271 of the Texas Government Code prohibits the County from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

## **II. VERIFICATION REQUIRED BY**

### **TEXAS GOVERNMENT CODE SECTION 2274.002**

Chapter 2274 of the Texas Government Code prohibits the County from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

## **III. VERIFICATION REQUIRED BY**

### **TEXAS GOVERNMENT CODE SECTION 2274.002**

Chapter 2274 of the Texas Government Code prohibits the County from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the

company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

#### **IV. VERIFICATION REQUIRED BY**

##### **TEXAS GOVERNMENT CODE SECTION 2252**

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

# CITY OF LORENA

## WELL SITE #3 GENERATOR

### PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

Item No.	Description	Estimated Quantity	Unit Price	Extension Total
1	Mobilization, Bonds and Insurance	100% LS	31,000.00	31,000.00
2	Electrical			
	A Main Breaker, Outdoor power dist. panel, SPD	100% LS	11,500.00	11,500.00
	B 450 kW Generator, fuel tank, sound enclosure	100% LS	148,500.00	148,500.00
	C 800 amp ATS	100% LS	33,500.00	33,500.00
	D 125 kW Load Bank	1 EA	20,000.00	20,000.00
	E Metering package	1 EA	4,500.00	4,500.00
	F Underground Conduit Ductbank	100% LS	7,500.00	7,500.00
	G Exposed Conduit	100% LS	5,000.00	5,000.00
	H Wiring & Cable	100% LS	7,500.00	7,500.00
	I Grounding	100% LS	5,000.00	5,000.00
	J Misc Supports	100% LS	2,500.00	2,500.00
	K Electric outdoor Rack	100% LS	3,500.00	3,500.00
	L Generator pad, load bank pad, switchrack pad	100% LS	10,000.00	10,000.00
	M Labor	500 MH	35.00	17,500.00
3	Instrumentation & SCADA	100% LS	10,000.00	10,000.00
4	Site Preparation & Grading	100% LS	25,000.00	25,000.00
5	Fencing Removal and Replacement	100% LS	10,000.00	10,000.00
6	Miscellaneous	100% LS	39,000.00	39,000.00

Construction Cost	\$	391,500.00
Contingencies (10%)	\$	39,150.00
<b>TOTAL</b>	<b>\$</b>	<b>430,650.00</b>
<b>USE</b>	<b>\$</b>	<b>450,000.00</b>

# LORENA POLICE DEPARTMENT

## Calls - By Type

04\01\2023  
thru 04\30\2023  
Agency is: LORENA PD

Type	Description	# Of Calls
319	BURGLAR ALARM	1
180	911 HANG UP	3
109	ABANDONED VEHICLE	2
6	ACCIDENT	4
92	ANIMAL CRUELTY	1
42	ASSIST CITIZEN	8
30	ASSIST MOTORIST	19
70	ASSIST OTHER AGENCIES	16
214	COMPLAINT	6
144	CRIMINAL MISCHIEF	1
207	CRIMINAL TRESPASS	2
43	DISTURBANCE	1
265	DOMESTIC DISTURBANCE	1
112	DRUG OFFENSE	1
32	EMS	20
58	EQUIPMENT SERVICE	1
89	FIRE	1
38	FOLLOW UP	9
35	FOOT PATROL	30
315	LIFTING ASSISTANCE	1
278	PANIC ALARM	1
313	RECKLESS DRIVING	3
194	SERVE COMPLAINT	1
158	SMOKE	1
126	SUSPICIOUS CIRCUMSTANCES	5
29	SUSPICIOUS PERSON	7
22	SUSPICIOUS VEHICLE	3
4	THEFT	3
78	TRAFFIC COMPLAINTS	4
103	TRAFFIC HAZARD	3
27	TRAFFIC STOP	122
228	TREES DOWN	1
57	VCO - DOG	2
119	VCO - HIGH GRASS	1
307	VCO - ILLEGAL DUMPING	1
81	VCO - PARKING	1
79	VCO-NOISE VIOLATION	1
76	WELFARE CONCERN	2
<b>Total</b>		<b>290</b>

# LORENA POLICE DEPARTMENT

## Arrests - By Violation

04\01\2023  
thru 04\30\2023  
Agency is: LORENA PD

Violation	# of Offenses
NONREPAIRABLE AND SALVAGE MOTOR VEHICLE VIOL	1
POSS CS PG 2 < 1G	1
POSS CS PG 3 <28G	1
POSSESSION OF DRUG PARAPHANALIA (MC)	4
POSSESSION OF MARIJUANA <=2OZ (MB)	1
TAMPER W/GOVERNMENT RECORD	1
THEFT OF SERVICE <\$100 (MC)	2
UNLAWFUL CARRYING WEAPONS (MA)	1
WARRANT- OTHER AGENCY (MISD)	1
<b>Total Violations</b>	<b>13</b>
<b>Total Arrests</b>	<b>10</b>

**CITATIONS ISSUED BY THE LORENA POLICE DEPARTMENT**

APRIL 2022	197
APRIL 2023	213
Becknauld	88
Board	7
Holt	0
Disney	1
Greer	112
Serrato	0
Rivas	5
Total	213