

NOTICE OF MEETING PUBLIC MEETING  
LORENA CITY COUNCIL  
MONDAY, JUNE 19, 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 VIDEOCONFERENCE  
AT THE FOLLOWING LINK <https://meet.goto.com/327778141> 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. Oath of Office for new Police Officer Scott Deppen.**
- 5. Presentation of donation to Lorena Volunteer Fire Department from local business PaPa Joe's .**
- 6. Committee and Corporation Reports:**
  - a. Lorena Economic Development Corporation**
  - b. Lorena Planning and Zoning Commission**
- 7. Discussion and possible action approving a contract for substandard road improvements between applicant Bright Farms and the City of Lorena.**
- 8. Discussion and possible action on the request of TEX Greenhouse LLC, applicant, for approval of a Final Plat of TX Greenhouse Parcel containing one (1) non-residential lots being a 104.738 acre (4,562,399 square feet) tract of land situated in the James Stewart Survey, Abstract No. 956, City of Lorena, McLennan County, Texas, and being all of that certain tract of described in instrument to Tex Greenhouse, LLC recorded in document No. 2022048402 of the Official Public Records of McLennan County, Texas.**

9. Discussion and possible action to adopt ordinance 2023-0619-01 amending section 6.08 of the City of Lorena's Subdivision Ordinance.
10. Discussion and possible action to accept phase I of the Arches subdivision as complete and enter into the maintenance period as specified in section 6.08 of the subdivision ordinance.
11. Discussion and possible action authorizing the City Manager or Designee to purchase a 2023 Chevrolet Tahoe PPV (Police Patrol Vehicle) from Caldwell Country Chevrolet not to exceed \$50,035.00. This is a non-budgeted expenditure and will be funded from forfeited funds from the Lorena Police Department forfeiture account and proceeds of the sale of vehicles formally used by the Lorena Police Department.
12. Discussion and possible action authorizing the City Manager and Chief of Police to enter into a contract with the Lorena Independent School District for a third School Resource Officer.
13. Police Department Activity Report.
14. Discussion and possible action authorizing the Mayor to enter into an agreement with the Brazos River Authority for an additional 1500 acre-feet of raw water.
15. City Manager Report:
  1. Movie night in McBrayer Park hosted by Journey Lorena June 24th 6:00 PM - 10:00 PM
  2. Lorena Fire Auxiliary July 4th Celebration July 1st 9:00 A.M. till 3:00 P.M
  3. Lorena Summer VBS schedule
    - Faith Temple June 25th – June 29th, 6:00 – 8:30 P.M.
    - Lorena Methodist June 25th – June 28th, 6:00 – 8:00 P.M.
    - First Baptist Lorena July 24th – July 28th, 6:00 – 8:30 P.M.
  4. Bright Farms site visit June 13th
  5. Street Project officially underway.
  6. Resignation of PUC Chairman Peter Lake.
  7. City Managers Vacation June 20th through July 4th
16. Future Agenda Items.
17. 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).

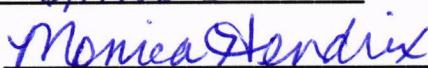
#### PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

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 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 5:00 AM/PM on 6/14/2023.



Monica Hendrix-City Secretary

**STATE OF TEXAS** §  
**COUNTY OF MCLENNAN** §

**ROADWAY IMPROVEMENTS PARTICIPATION AGREEMENT BETWEEN  
THE CITY OF LORENA, TEXAS, AND TEX GREENHOUSE LLC**

This Roadway Improvements Participation Agreement (this “Agreement”) is by and between the City of Lorena, Texas, a general law municipality (“City”), and TEX Greenhouse LLC, a Delaware limited liability company (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

**RECITALS**

WHEREAS, Developer owns a certain tract of land located in the City of Lorena, McLennan County, Texas, consisting of approximately 104.738 acres, as further described in Exhibit A attached hereto and made a part hereof for all purposes (the “Property”);

WHEREAS, under the City of Lorena Subdivision Ordinance, Article 7, Street and Right-of-Way Requirement, the City may require an applicant for a proposed subdivision to dedicate or improve right-of-way to satisfy the City’s Design Standards based on the impact of the proposed development on the road, the City may enter agreements with a developer for participation in costs of improvements in providing adequate roadways, the City may require a traffic impact analysis to determine the subdivisions proportionate share of the costs of improvements, and the City may determine the extent of the applicant’s obligations to make such improvements;

WHEREAS, Developer intends to construct and operate the Project (as hereinafter defined) on the Property, which will require ingress and egress vehicular and pedestrian access to and from the Property in, on, over, upon and across City roadways and rights-of-ways, including, without limitation, Barnes Road, Old Temple Road, and Birdie Lane (collectively, the “City ROWs”) located (in part) adjacent to the Property;

WHEREAS, the City is located along a rapidly growing metropolitan corridor for which new construction and land development can positively or negatively impact the future character and finances of the City;

WHEREAS, the City finds roadway improvement participation agreements are an appropriate way of providing for the construction of appropriate and necessary roadway infrastructure based on the impact of the proposed development on the City ROWs, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the City Council has found that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public;

WHEREAS, the City conducted a proportionality study, attached hereto as Exhibit B (the “Proportionality Study”), to analyze the impact of the Project on the total daily capacity of the City ROWs, and the use of the total proportional costs to these roadways attributable the Project was found to be \$448,556.14; provided, however, if the total costs of Developer’s Obligations (defined in Section 1.03(b)) exceed such amount, then Developer agrees to pay for such additional costs; and

WHEREAS, the City believes it is in the best interests of the City and the Project for the Developer to construct the Roadway Improvements (as hereinafter defined), which includes that portion of the Barnes Road improvements described and generally depicted in Exhibit C attached hereto and made a part hereof for all purposes, to serve the Property and for the City and the Developer to enter an agreement to participate in the costs of those improvements.

**NOW, THEREFORE**, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

## **ARTICLE 1** **PURPOSE, AUTHORITY, TERM AND BENEFITS**

**1.01 Authority.** Authority for the Developer and the City to enter into this Agreement exists under Chapter 51 and Section 212.904, Texas Local Government Code, Article 7, City of Lorena Subdivision Ordinance, and such other statutes or ordinances as may be applicable.

**1.02 Project Defined.** Developer intends to construct a hydroponic greenhouse project on the Property to include (at full site buildout) the following (collectively, the “Project”): four greenhouses (376,736 sq. ft. each) and two headhouses (150,000 sq. ft each). The greenhouses contain hydroponic produce growing systems, while the headhouses contain packaging, warehousing and office operations. The full site is to be built out in as many as four phases. Each phase will consist of, at a minimum, one “module”. One module consists of one (approximately) 376,736 sq. ft. greenhouse and associated (approximately) 101,641 sq.ft. headhouse. Each headhouse is designed to ultimately support two greenhouses and will increase in size to approximately 150,000 sq.ft. when supporting two greenhouses. Phase one, the initial phase of construction, will consist of only one module. Full facility buildout is anticipated to be achieved in roughly 6 -10 years from the date of this Agreement. Full site buildout may occur in fewer than four phases, if more than one module were to be built at a time.

### **1.03 Benefits.**

- (a) The City and the Developer desire to enter into this Agreement because the Parties agree to participate in the costs of construction for the Roadway Improvements, as described herein, which will provide an adequate roadway to serve the Project and address the impact of the Project on the conditions and life expectancy of the roadway, traffic on the City’s roadway system as a whole, and the safety of the traveling public.

- (b) The City and the Developer agree that, other than with respect to (i) payment of Developer's Proportional Costs (as hereinafter defined) and any excess costs related to the Roadway Improvements scope of work as described in Exhibit C attached hereto, and (ii) the design, engineering, permitting, development, construction, and completion of the Roadway Improvements as contemplated herein (collectively, "Developer's Obligations"), neither Developer nor any other owner of all or any portion of the Property will have any further duty, obligation, responsibility or liability with respect to (A) the design, engineering, permitting, development, construction, reconstruction, improvement, maintenance, repair, or replacement of any other City ROWs, including without limitation, any roadways described in the Proportionality Study, or (B) the payment of any money, or the dedication of any property, towards any of the foregoing matters described in subparagraph (A) above. The terms of this Section 1.03(b) shall survive the termination of this Agreement.
- (c) The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer's execution of this Agreement constitutes a valid and binding obligation of the Developer.

**1.04 Term.** The term of this Agreement will commence on the Effective Date and continue for two (2) years (subject, however, to extension due to events of Force Majeure) or until Developer completes performance of all of Developer's Obligations (whichever is earlier), at which time this Agreement shall be deemed automatically terminated. However, notwithstanding the foregoing, the term of this Agreement may be extended either by written agreement executed by both Parties, or day-for-day after the expiration of the stated 2-year term due to an event of Force Majeure. For purposes of this Agreement, the term "Force Majeure" means and includes: (a) labor disputes, strikes, lockouts, action of labor unions; (b) inability after expending reasonable efforts to procure or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course of business; (c) fire, earthquake, floods, explosion, actions of the elements, severe and adverse weather conditions, act of God; (d) war, invasion, riots, insurrections, civil commotion, sabotage, act of the public enemy, terrorist acts; (e) condemnation, requisition, moratorium, unusual delay in transportation, unforeseeable acts or failures to act by any utility provider, or any governmental or quasi-governmental agency or authority or their respective agents or employees, unforeseeable governmental restrictions, requirements, regulations or controls; or (f) other causes beyond the reasonable control of Developer. Force Majeure shall not include delays caused by Developer's lack of, or inability to obtain, funds.

## **ARTICLE 2** **ROADWAY IMPROVEMENTS AND PARTICIPATION IN** **COSTS OF IMPROVEMENTS**

**2.01 Required Roadway Improvements.** Based on the Proportionality Study, attached hereto as Exhibit B, the Developer shall participate in the costs of the design, engineering, permitting, development, and constructing that portion of Barnes Road between N. Old Temple Road and the entrance driveway area to the Property, all as identified and described in Exhibit C attached hereto and made a part hereof of all purposes (collectively, the "Roadway Improvements").

## **2.02 Participation in Costs of Improvements.**

- (a) Pursuant to Section 212.904, Texas Local Government Code, the Developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the impact of the proposed Project. According to the Proportionality Study, attached hereto as Exhibit B and which was performed by a professional engineer hired by the City, the total proportional costs to the City ROWs attributable to the Project is \$448,556.14, as summarized in Exhibit B, Table 6: Proportionality Cost Summary. Developer hereby agrees that it will be required to expend \$448,556.14 for the design, engineering, permitting, development, and construction of the Roadway Improvements as its proportionate share to the impact of the proposed Project ("Developer's Proportional Costs"); provided, however, if the total costs of Developer's Obligations exceed such amount, then Developer agrees to pay for such additional costs.
- (b) Prior to approval of the Developer's final plat for the Property, the Developer or Developer's GC (hereinafter defined) shall provide the City with evidence of a developer's bond in the amount of Developer's Proportional Costs. Developer may record the final plat upon receipt of the City's approval.

## **2.03 Construction of the Roadway Improvements.**

- (a) The construction of the Roadway Improvements by Developer or its General Contractor, ARCO/Murray National ACE, LLC (a division of ARCO/Murray National Holdings, Inc.) ("Developer's GC"), shall comply with the City's Design Standards. Prior to the Effective Date of this Agreement, the City and the City's Engineer have reviewed and approved (in all respects) of the scope of work and the Barnes Road Improvement Plans as identified and described in Exhibit C attached hereto, and have confirmed that all such plans and specifications comply with the City's Design Standards.
- (b) At least thirty (30 days) prior to commencing construction of the Roadway Improvements, either Developer or Developer's GC must add the City as an additional insured on each of the following insurance policies and provide to the City certificates of insurance showing the same:
  - (1) Commercial General Liability Insurance with minimum insurance amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$5,000,000 umbrella or excess liability coverage; and
  - (2) Workers' Compensation Insurance with minimum amounts compliant with statutory requirements.
- (c) Such insurance as required under subsection (b) must be maintained for the duration of construction. Developer or Developer's GC (as applicable) must provide City with 30-days' notice of a cancellation or material change in coverage; provided, however, no notice of cancellation is required upon completion of construction of the Roadway Improvements.
- (d) Developer must complete the construction of the Roadway Improvements within two (2)

years of the Effective Date of this Agreement; subject, however, to extension due to events of Force Majeure.

(e) The City hereby expressly grants Developer and Developer's GC the right at any time during the Term of this Agreement to restrict, limit, control access to/from, and/or otherwise fully or partially block or close (as applicable) all or any portion of Barnes Road and N. Old Temple Road as Developer or Developer's GC deems reasonably necessary to timely and properly development, construct and otherwise complete all of the Roadway Improvements as and when required in accordance with the terms of this Agreement. However, notwithstanding the foregoing, if Developer or Developer's GC desires to fully close either Barnes Road or N. Old Temple Road (as applicable), Developer or Developer's GC must first receive written confirmation (which may be sent via email only) from the City's Engineer no less than fifteen (15) business days prior to any planned full closure, that a proposed traffic plan has been approved by the Texas Department of Transportation ("TxDOT"). The City agrees to reasonably and diligently work in good faith with Developer and Developer's GC to review and approve of any proposed traffic plan, including any proposed traffic plan that requires TxDOT approval.

## **2.04 City Acceptance of the Roadway Improvements.**

(a) As a precondition to the City's final acceptance of the Roadway Improvements, Developer shall deliver (or cause Developer's GC to deliver) to the City the following, in a form and content reasonably acceptable to Developer and the City:

- (1) Engineering designs, record drawings, project manuals, and all other documentation necessary for the City Engineer to review and approve the Developer's satisfactory compliance with the City's Design Standards as reflected in the Barnes Road Improvement Plans in construction of the Roadway Improvements;
- (2) Executed all bills paid affidavit by Developer, a bill of sale, and a non-exclusive assignment of contractual rights to seek remedies against contractors and subcontractors; and
- (3) A maintenance bond in an amount to be agreed to between the Parties for a period not to exceed two (2) years after construction of the Roadway Improvements.

(b) The City shall not unreasonably deny, delay, or condition its acceptance of the Roadway Improvements. The City shall provide the Developer with a written notice of the City's final acceptance of the Roadway Improvements, and if the City fails to accept the Roadway Improvements for any reason, then the City shall provide the Developer within ten (10) business days after the City's receipt of Developer's request for the City's acceptance of the Roadway Improvements, a detailed list of what Roadway Improvements fail to satisfy the City's Design Standards or are otherwise not in compliance with the terms of this Agreement. The City agrees to reasonably and diligently work in good faith with Developer and Developer's GC to address the Roadway Improvements which fail to satisfy the City's approval requirements so that such deficiencies may be quickly addressed and

satisfied.

(c) From and after the time of the City's final acceptance of the Roadway Improvements, and regardless of whether or not Developer's final plat of the Property has been recorded, the City shall own, operate, and maintain the Roadway Improvements and shall be responsible for the costs associated with same.

## **ARTICLE 3** **ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS;** **SUCCESSORS**

**3.01 Assignment of Developer Rights.** Developer may assign in whole or part its rights and obligations under this Agreement to Developer's GC or any party purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer assigns all of its respective rights and obligations under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Deed Records of McLennan County, Texas, in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City within ten (10) business days of the assignment. The terms of this Section 3.01 shall survive the termination of this Agreement.

**3.02 Agreement Binding on Assigns.** This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. The terms of this Section 3.02 shall survive the termination of this Agreement.

## **ARTICLE 4** **DEFAULT AND NOTICE**

**4.01 Notice and Opportunity to Cure.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party ten (10) business days from receipt of the notice to cure the default or provide in writing a reasonable time beyond ten (10) business days by when the default shall be cured.

**4.02 Remedies for Default.** Whether in contract or tort or otherwise, both the City and Developer hereby agree to waive all punitive, special, and consequential damages, including without limitation, any and all rights, claims, and remedies regarding same, which may arise out of, relate to, or are in connection with the breach of the terms of this Agreement, or the performance

(or failure to perform) or otherwise complete the construction of, the Roadway Improvements. Nothing, however, contained in this Agreement shall restrict, limit, or otherwise prevent a Party to pursue and enforce specific performance of this Agreement. No owner, officer, director, manager, member, partner, shareholder, employee, agent, representative or consultant of or to Developer or Developer's GC, shall be personally responsible or liable for any claims, demands, and/or damages arising under, related to, or in connection with this Agreement, or otherwise, all of such claims, demands, and damages are hereby irrevocably and unconditionally waived and released by the City. The terms of this Section 4.02 shall survive the termination of this Agreement.

**4.03 Enforcement.** Other than as set forth herein to the contrary, the Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this Section 4.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**4.04 Litigation.** In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective commercially reasonable efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's right to participate in, and its participation in, the defense of such a lawsuit is expressly conditioned on the approval by the City Council, including its approval of budgetary appropriations for such action by the City Council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect Developer's rights to respond to, defend, and otherwise pursue any counter-claims against such third party, or delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project or the City's review, comments to, and/or acceptance of the Roadway Improvements, unless otherwise required by a court of competent jurisdiction.

**4.05 Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and served on the Parties at the addresses listed below. Any notice shall be deemed received on the earlier of: (i) actual receipt by mail, hand delivery, Federal Express or other delivery service; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested; or (iii) one (1) business day after being sent by email, provided the sender also sends a copy of such notice pursuant to subparts (i) or (ii) above within one (1) business day after sending such email.

Any notice mailed to the City shall be addressed:

City of Lorena  
Attn: Kevin Neal, City Manager  
107-A South Frontage Road  
Lorena, Texas 76655  
Email: [kneal@lorenatx.gov](mailto:kneal@lorenatx.gov)

Any notice mailed to the Developer shall be addressed:

TEX Greenhouse LLC  
Attn: Steve Campione and  
Eric Stonehill  
50 Buckout Street, Ste. 202  
Irvington, NY 10533  
Email: [scampione@brightfarms.com](mailto:scampione@brightfarms.com) and [estonehill@brightfarms.com](mailto:estonehill@brightfarms.com)

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

## ARTICLE 5 MISCELLANEOUS

**5.01 Multiple Originals.** The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

**5.02 Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**5.03 Recordation.** A copy of this Agreement will be recorded in the Deed Records of McLennan County, Texas. Upon completion and acceptance of the Roadway Improvements by the City, this Agreement shall be deemed terminate and Developer shall have the irrevocable and unconditional right and authority, on behalf of itself and, as attorney-in-fact, on behalf of the City, to make, execute, acknowledge, swear to, and file of record in the Deed Records of McLennan County, Texas, a termination and release of this Agreement against title to the Property.

**5.04 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in McLennan County, Texas.

**5.05 Termination of Agreement.** This Agreement will terminate in accordance with the terms set forth in Section 1.04 and Section 5.03, and may otherwise be terminated by either mutual written consent of the City and Developer, or at any time by Developer by sending the City written notice of termination not less than thirty (30) days prior to the date of termination.

**5.06 No Oral or Implied Waiver.** The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

**5.07 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

**5.08 HB 1295 and No Boycott Provisions.** For purposes of compliance with Chapter 2252, Chapter 2270, and Chapter 2274 of the Texas Government Code, Developer shall make (as of the Effective Date only) the representations and warranties contained in and execute the HB 1295 and No Boycott Provisions addendum to this Agreement, attached hereto as Exhibit D.

**5.09 Effective Date.** This Agreement is legally effective and enforceable upon the execution of this Agreement by both parties.

**5.10 Business Day.** As used in this Agreement, “business day” shall be deemed to be any day other than a day on which banks in the state of Texas shall be permitted or required to close.

**5.11 Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH.

*[Signatures on following page.]*

SIGNED and executed to be effective as of this \_\_\_\_ day of June, 2023.

**DEVELOPER:**

**TEX GREENHOUSE LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Steve Campione, CFO  
6/7/2023

**CITY OF LORENA, TEXAS:**

\_\_\_\_\_  
By: Tommy Ross, Mayor

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

BEING a 104.738 acre (4,562,399 square feet) tract of land situated in the James Stewart Survey, Abstract No. 815, and the Erastus Yeamen Survey, Abstract No. 956, City of Lorena, McLennan County, Texas; being a portion of that certain 134.25 acre tract described in instrument to Robert S. Braswell, IV, Lisa Braswell, and Gordan Callan Braswell, in equal and undivided shares, in Document Number 2021050182 of the Official Public Records of McLennan County; and being more particularly described as follows:

BEGINNING at a  $\frac{1}{2}$ -inch iron rod found marking the northeast corner of that certain 10.29 acre tract described in instrument to Ricardo Bermen and wife Teri L. Penrod in Document Number 2002019253 of the Official Public Records of McLennan County, and marking a southwesterly interior corner of said 134.25 acre tract;

THENCE, South  $59^{\circ}20'13''$  West, 274.98 feet along the common line of said 10.29 acre tract and said 134.25 acre tract to a  $\frac{1}{2}$ -inch iron rod with a red plastic cap stamped "KHA" set in gravel, on the centerline of Barnes Road (CR-115, no dedication found);

THENCE, North  $29^{\circ}57'43''$  West, 1467.54 feet along said centerline of Barnes Road to a mag nail with shiner stamped "KHA" set, marking the southwest corner of that certain 2.3 acre tract described in instrument to the County of McLennan in Volume 271 Page 509 in the Deed Records of McLennan County, and being the northwest corner of said 134.25 acre tract;

THENCE, North  $25^{\circ}45'22''$  East, 2046.90 feet along the common line of Old Temple Road (50 feet wide) and said 134.25 acre tract to a mag nail with shiner stamped "KHA" set at the intersection with the centerline of Birdie Lane (no dedication found), marking the north corner of the said 134.25 acre tract, said set rod bears South  $30^{\circ}18'34''$  East, 23.66 feet from a cotton spindle being the northeast corner of that certain 105.36 acre tract described in instrument to WBW Single Land Investment LLC in Document Number 2021047446 of the Official Public Records of McLennan County;

THENCE, South  $30^{\circ}19'13''$  East, 2945.93 feet along the common line of said 105.36 acre tract and the centerline of Birdie Lane to a Cotton Spindle found for corner;

THENCE, South  $28^{\circ}49'35''$  West, 1666.24 feet crossing the aforesaid 134.25 acre tract to a  $\frac{1}{2}$ -inch iron rod with a red plastic cap stamped "KHA" set for corner;

THENCE, North  $30^{\circ}25'41''$  West, 1192.23 feet along the common line of the aforesaid 10.29 acre tract and the said 134.25 acre tract to the POINT OF BEGINNING and containing 104.738 acres in McLennan County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Combined Surface to Grid Scale Factor is 0.9998800144.

**EXHIBIT B**

**PROPORTIONALITY STUDY**

[*See attached.*]



ARIZONA  
NEW MEXICO  
OKLAHOMA  
TEXAS

---

April 10, 2023

Mr. Kevin A. Neal  
City Manager  
City of Lorena  
107A S. Frontage Street  
Lorena, Texas 76655

Re: *Proportionality Study for Bright Farms Lorena Development*

Dear Mr. Neal:

Lee Engineering has completed the requested proportionality study for the proposed Bright Farms Lorena Development in Lorena, Texas located northeast of IH 35 and North Old Temple Road. The Bright Farms Lorena Development is anticipated to consist of a 1.8 million square foot indoor farming facility. Phase 1 of the facility is estimated for completion in 2026 with Phase 2 estimated for completion in 2030. One (1) new driveway connection is proposed on Barnes Road. An aerial image from the TIA showing the location of the proposed development is shown in **Figure 1**.

**Figure 1: Vicinity Map**



## Trip Generation

The estimated number of trips generated by the proposed development, based on the number of employees and the peak hours of the shift changes, was provided in the TIA and is summarized in **Table 1**.

**Table 1: Estimated Trip Generation for Bright Farms Lorena Development**

ITE Code	Land Use	Daily One-Way Trips	AM Peak Hour Trips	PM Peak Hour Trips
Phase 1 (2026)				
User Provided	Indoor Farm	430	88	143
Phase 2 (2030)				
User Provided	Indoor Farm	430	88	143
<b>TOTAL</b>		<b>860</b>	<b>176</b>	<b>286</b>

## Daily Site Traffic Volumes

For estimating site traffic volumes on area roadways, the daily traffic volumes expected to be generated by the proposed Bright Farms Lorena Development (Table 1) were assigned to the area roadways and site access point based on the directional distribution identified in **Figure 2** (Figure 7 from the Kimley-Horn TIA). The resulting daily traffic volumes on the roadway links with the completion of Phase 2 are also presented in **Figure 2**.

The routing of these daily volumes beyond the immediate study area within the City and ETJ limits was estimated by Lee Engineering and is summarized in **Table 2** with the corresponding roadway segments identified in **Figure 3**. Trips were assigned to only City-maintained roadways or other non-Interstate roadways that the City has contributed money towards.

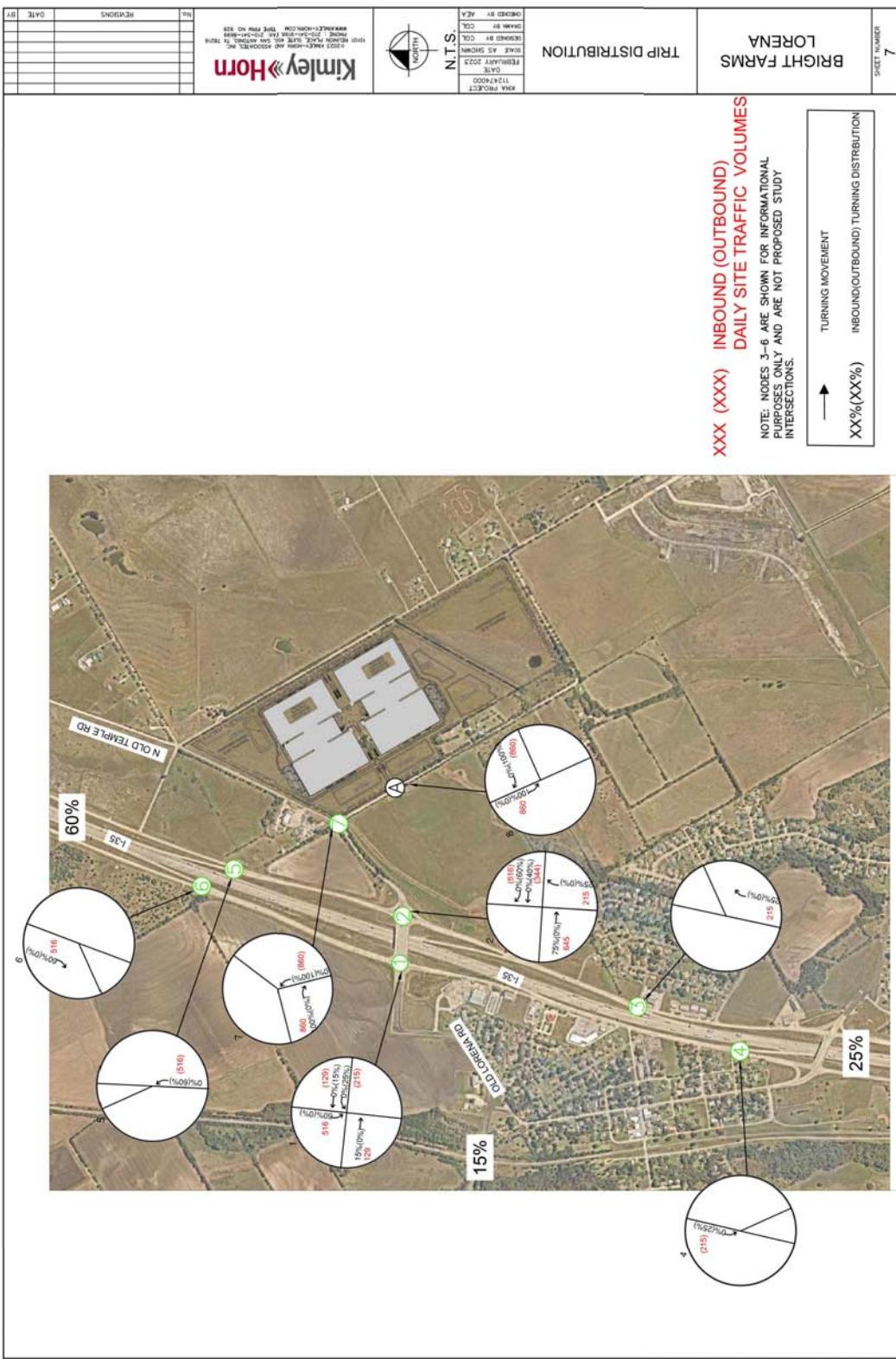


Figure 2

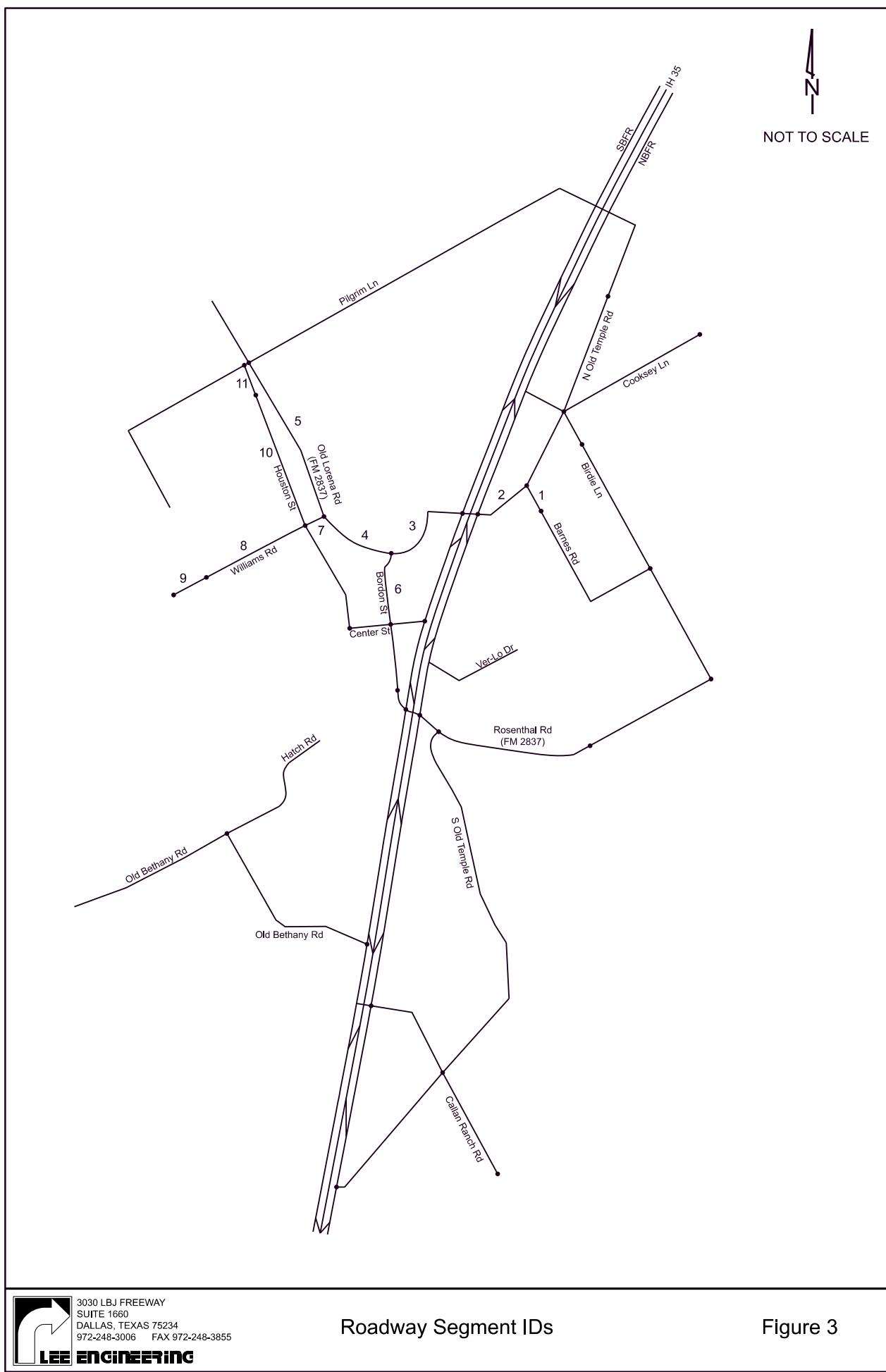
## Site Generated Daily Traffic Volumes

**Table 2: Projected Daily Site Trip Generation by Roadway Link**

ID Num	Roadway Link	From	To	% of Site Traffic	IN	OUT	Daily Site Traffic
1	Barnes Rd	N Old Temple Rd	Site Driveway	100*	860	860	1,720
2	N Old Temple Rd	IH 35 NBFR	Barnes Rd	100*	860	860	1,720
3	Old Lorena Rd	IH 35 SBFR	Bordon St	15*	129	129	258
4	Old Lorena Rd	Bordon St	Williams Rd	11**	95	95	190
5	Old Lorena Rd	Williams Rd	Pilgrim Ln	4**	34	34	68
6	Bordon St	Old Lorena Rd	Center St	4**	34	34	68
7	Williams Rd	Old Lorena Rd	Houston St	8**	69	69	138
8	Williams Rd	Houston St	City Limit	4**	34	34	68
9	Williams Rd	City Limit	ETJ Limit	4**	34	34	68
10	Houston St	Williams Rd	City Limit	4**	34	34	68
11	Houston St	City Limit	Pilgrim Ln	4**	0	0	0

\* From Figure 7 in TIA

\*\* Estimated



## Roadway Classification

Area roadways that are proposed to be used by traffic generated by the development were classified according to information presented in the City of Lorena *2020 Master Thoroughfare Plan* as Arterial, Minor Arterial or Collector roadways. Based on the City of Lorena *2020 Comprehensive Plan*, Collector roadways are planned to have ultimate configurations as two-lane undivided roadways, while both Minor Arterial (center two-way left turn lane) and Arterial (raised median) roadways are planned to be four-lane divided roadways.

## Roadway Capacity

Roadway capacity is defined as the volume of traffic that a roadway can accommodate based on the road's width, traffic control, parking conditions and other factors. The capacity of the study area roadways was developed using information from the North Central Texas Council of Governments (NCTCOG) *Dallas-Fort Worth Regional Travel Model* which has developed planning-level directional hourly capacities on roadway links within the model. A summary of the roadway capacities used within the model is presented in **Table 3** and **Table 4**. The study area is considered to be "Rural."

**Table 3: NCTCOG Roadway Capacity Analysis and Level of Service Guidelines (Divided or One-Way Roads)**

Area Type	Functional Class						
	Freeway	Principal Arterial	Minor Arterial	Collector	Ramp	Frontage Road	HOV
CBD	2050	725	725	475	1250	725	2050
Outer Business District	2125	775	775	500	1375	775	2125
Urban Residential	2150	850	825	525	1425	850	2150
Suburban Residential	2225	925	900	575	1600	900	2225
Rural	2300	1025	975	600	1725	975	2300

\* Hourly service volumes/lane; Service volumes at Level of Service E (the model requires LOS E service volumes)

**Table 4: NCTCOG Roadway Capacity Analysis and Level of Service Guidelines (Undivided Roads)**

Area Type	Functional Class						
	Freeway	Principal Arterial	Minor Arterial	Collector	Ramp	Frontage Road	HOV
CBD	---	675	650	425	1250	650	---
Outer Business District	---	725	725	450	1375	725	---
Urban Residential	---	775	750	475	1425	750	---
Suburban Residential	---	875	825	525	1600	825	---
Rural	---	925	875	550	1725	875	---

\* Hourly service volumes/lane; Service volumes at Level of Service E (the model requires LOS E service volumes)

Using the City of Lorena *Master Thoroughfare Plan* classifications, the capacities of the ultimate configurations for the Arterial, Minor Arterial and Collector roadways in this study are highlighted in Table 3 and Table 4. Peak hour traffic volumes on a roadway typically represent approximately 10% of the total daily traffic volumes. Therefore, a growth factor (10) was applied to these peak hour volumes to obtain estimated daily traffic volumes. Furthermore, the City's LOS D capacity threshold represents 80% of the ultimate LOS E capacity in the *Regional Travel Model*. For example,

a two-lane undivided Collector with an hourly capacity of 550 vehicles/hour/lane would have a bi-directional hourly capacity of 1,100 vehicles per hour and a bi-directional daily capacity of 11,000 vehicles per day. The daily LOS D threshold under this scenario would be 80% of the daily capacity or 8,800 vehicles per day.

### Proportionality Analysis

**Table 5** summarizes the proportionality results by identifying the percentage of the total daily capacity that the predicted volume generated by the proposed Bright Farms Lorena development is predicted to provide for each roadway segment. As shown in Table 5, traffic generated by the proposed development is predicted to account for up to 19.5% of the total daily capacity of the study area roadway links.

Lee Engineering used the Preliminary Opinion of Probable Construction Cost estimates for Arterials (\$11,391,860/mile), Minor Arterials (\$12,357,460/mile) and Collectors (\$4,998,760/mile) provided by the City's consultant to estimate construction cost for the sections of roadway within the City and ETJ. These estimates are provided as an attachment to this letter. The proportion of the daily traffic shown in Table 5 was multiplied by the estimated construction cost of the given roadway classification to determine the proportionate cost to the development, which is summarized in **Table 6**. Based on this analysis the total proportional cost for the development of roadways within the City Limits is \$445,351.20. For roadways within the ETJ, the total proportional cost is \$3,212.94. The results provided in Table 6 indicate that the total proportional cost to these area roadways attributable to the proposed development is \$448,564.14.

If you have any questions regarding this study, please contact me at (972) 248-3006. We appreciated the opportunity to provide these services for the City of Lorena.

Sincerely,



Kelly D. Parma, P.E., PTOE  
Senior Project Manager  
Lee Engineering, LLC  
TBPE Firm F-450

Attachments

Table 5: Proportionality Summary

ID Num	Roadway Link	From	To	Area	Length (miles)	Classification	Daily Capacity	IN	OUT	Daily Site Traffic	% of Daily Capacity Utilized by Site Traffic
1	Barnes Rd	N Old Temple Rd	Site Driveway	City	0.14	Collector	8,800	860	860	1,720	19.5%
2	N Old Temple Rd	IH 35 NBFR	Barnes Rd	City	0.26	Arterial	32,800	860	860	1,720	5.2%
3	Old Lorena Rd	IH 35 SBFR	Bordon St	City	0.56	Arterial	32,800	129	129	258	0.8%
4	Old Lorena Rd	Bordon St	Williams Rd	City	0.37	Arterial	32,800	95	95	190	0.6%
5	Old Lorena Rd	Williams Rd	Pilgrim Ln	City	0.80	Arterial	32,800	26	26	52	0.2%
6	Bordon St	Old Lorena Rd	Center St	City	0.35	Collector	8,800	34	34	68	0.8%
7	Williams Rd	Old Lorena Rd	Houston St	City	0.11	Minor Arterial	31,200	69	69	138	0.4%
8	Williams Rd	Houston St	City Limit	City	0.57	Minor Arterial	31,200	34	34	68	0.2%
9	Williams Rd	City Limit	ETJ Limit	ETJ	0.13	Minor Arterial	31,200	34	34	68	0.2%
10	Houston St	Williams Rd	City Limit	City	0.67	Collector	8,800	34	34	68	0.8%
11	Houston St	City Limit	Pilgrim Ln	ETJ	0.13	Collector	8,800	0	0	0	0.0%

**Table 6: Proportionality Cost Summary**

ID	Roadway Link	Area	Length (miles)	Classification	Daily Capacity	% of Daily Capacity Utilized by Site Traffic	Construction Cost	City's Participation in Construction Cost	Development's Proportion
1	Barnes Rd	City	0.14	Collector	8,800	19.5%	\$699,826.40	\$699,826.40	\$136,466.15
2	N Old Temple Rd	City	0.26	Arterial	32,800	5.2%	\$2,961,883.60	\$2,961,883.60	\$154,017.95
3	Old Lorena Rd	City	0.56	Arterial	32,800	0.8%	\$6,379,441.60	\$6,379,441.60	\$51,035.53
4	Old Lorena Rd	City	0.37	Arterial	32,800	0.6%	\$4,214,988.20	\$4,214,988.20	\$25,289.93
5	Old Lorena Rd	City	0.80	Arterial	32,800	0.2%	\$9,113,488.00	\$9,113,488.00	\$18,226.98
6	Bordon St	City	0.35	Collector	8,800	0.8%	\$1,749,566.00	\$1,749,566.00	\$13,996.53
7	Williams Rd	City	0.11	Minor Arterial	31,200	0.4%	\$1,359,320.60	\$1,359,320.60	\$5,437.28
8	Williams Rd	City	0.57	Minor Arterial	31,200	0.2%	\$7,043,752.20	\$7,043,752.20	\$14,087.50
9	Williams Rd	ETJ	0.13	Minor Arterial	31,200	0.2%	\$1,606,469.80	\$1,606,469.80	\$3,212.94
10	Houston St	City	0.67	Collector	8,800	0.8%	\$3,349,169.20	\$3,349,169.20	\$26,793.35
11	Houston St	ETJ	0.13	Collector	8,800	0.0%	\$649,838.80	\$649,838.80	\$0.00
<b>Total Proportional Cost for the Development (City)</b>									
<b>Total Proportional Cost for the Development (ETJ)</b>									
<b>Total Proportional Cost for the Development (Overall)</b>									

Preliminary Opinion of Probable Construction Costs	
Arterial	\$ 11,391,860/mile
Minor Arterial	\$ 12,357,460/mile
Collector	\$ 4,998,760/mile

**PRELIMINARY OPINION OF  
PROBABLE CONSTRUCTION COSTS**

**Preliminary Opinion of Probable Construction Cost**  
**Arterial Road - 1-Mile Length**  
**Lorena, Texas**

**KASBERG, PATRICK & ASSOCIATES, LP**  
**CONSULTING ENGINEERS**  
 Temple, Texas  
 September 16, 2022

**Major Arterial Section (90' ROW, 58' Back of Curb to Back of Curb w. 16' Median)**

**Paving Construction Preliminary Opinion of Probable Cost**

Item No.	Description	Quantity	Unit	Price	Amount
1	Preparation of Right-of-Way	52.8	STA	\$ 2,500.00	\$ 132,000.00
2	Unclassified Roadway Excavation	19,260	CY	21.00	404,460.00
3	Compacted Fill	6,970	CY	25.00	174,250.00
4	12-Inch Moisture Cond. Subgrade	33,440	SY	2.10	70,224.00
5	15-Inch CLBM (Ty A, Gr 1-2)	36,380	SY	36.00	1,309,680.00
6	4-Inch Type B HMAC	29,340	SY	57.20	1,678,248.00
7	2-Inch Type D HMAC	29,340	SY	28.60	839,124.00
8	Curb and Gutter	21,120	LF	26.00	549,120.00
9	4-inch Concrete Sidewalk (5-foot width)	5,867	SY	110.00	645,370.00
10	Misc. Concrete (Driveways, Valley Gutters, Etc.)	800	SY	115.00	92,000.00
11	Topsoil, Seeding & Watering	12,910	SY	11.00	142,010.00
Paving Subtotal:					\$ 6,036,486.00

**Non-Paving Construction Items**

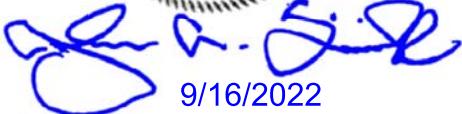
Item No.	Description	Quantity	Unit	Price	Amount
12	Drainage Improv. (RCP, Inlets, MH, Outfalls)		25% of Paving Cost	\$	1,509,130.00
13	Traffic Control		5% of Paving Cost		301,830.00
14	Erosion Control		3% of Paving Cost		181,100.00
15	Pavement Markings and Signage		2% of Paving Cost		120,730.00
Non-Paving Subtotal:					\$ 2,112,790.00

**Special Construction Components**

Item No.	Description	Quantity	Unit	Price	Amount
16	Bridge Structures	0	LS	\$ -	\$ -
17	Traffic Signals	0	LS	-	-
18	Lighting (spaced at 200')	100%	LS	160,000.00	160,000.00
Special Components Subtotal:					\$ 160,000.00



Construction Subtotal: \$ 8,309,276.00  
 Mobilization (5%): \$ 415,463.80  
 Contingencies (20%): \$ 1,661,855.20  
**Construction Total to Use: \$ 9,972,000.00**

  
 9/16/2022

Engineering/Surveying/Testing (14%): \$ 1,396,100.00  
 ROW Acquisition (assume 10' at \$0.57/SF): \$ 23,760.00

**Proportionality Facility Cost Estimate Total (per mile)<sup>1</sup>: \$ 11,391,860.00**

1. Costs for any utility adjustments are not included.

**Preliminary Opinion of Probable Construction Cost**  
**Minor Arterial Road - 1-Mile Length**  
**Lorena, Texas**

Page 1 of 1

**KASBERG, PATRICK & ASSOCIATES, LP**  
**CONSULTING ENGINEERS**  
 Temple, Texas  
 September 16, 2022

**Minor Arterial Section (86' ROW, 67' Back of Curb to Back of Curb)**

**Paving Construction Preliminary Opinion of Probable Cost**

Item No.	Description	Quantity	Unit	Price	Amount
1	Preparation of Right-of-Way	52.8	STA	\$ 2,500.00	\$ 132,000.00
2	Unclassified Roadway Excavation	21,430	CY	21.00	450,030.00
3	Compacted Fill	7,750	CY	25.00	193,750.00
4	12-Inch Moisture Cond. Subgrade	40,480	SY	2.10	85,008.00
5	15-Inch CLBM (Ty A, Gr 1-2)	40,480	SY	36.00	1,457,280.00
6	4-Inch Type B HMAC	36,960	SY	57.20	2,114,112.00
7	2-Inch Type D HMAC	36,960	SY	28.60	1,057,056.00
8	Curb and Gutter	10,560	LF	26.00	274,560.00
9	4-inch Concrete Sidewalk (5-foot width)	5,867	SY	110.00	645,370.00
10	Misc. Concrete (Driveways, Valley Gutters, Etc.)	800	SY	115.00	92,000.00
11	Topsoil, Seeding & Watering	5,280	SY	11.00	58,080.00
Paving Subtotal:					\$ 6,559,246.00

**Non-Paving Construction Items**

Item No.	Description	Quantity	Unit	Price	Amount
12	Drainage Improv. (RCP, Inlets, MH, Outfalls)		25% of Paving Cost		\$ 1,639,820.00
13	Traffic Control		5% of Paving Cost		327,970.00
14	Erosion Control		3% of Paving Cost		196,780.00
15	Pavement Markings and Signage		2% of Paving Cost		131,190.00
Non-Paving Subtotal:					\$ 2,295,760.00

**Special Construction Components**

Item No.	Description	Quantity	Unit	Price	Amount
16	Bridge Structures	0	LS	\$ -	\$ -
17	Traffic Signals	0	LS	-	-
18	Lighting (spaced at 200')	100%	LS	160,000.00	160,000.00
Special Components Subtotal:					\$ 160,000.00

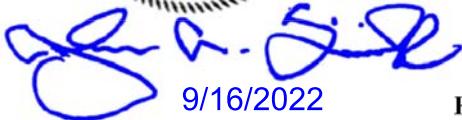


Construction Subtotal: \$ 9,015,006.00  
 Mobilization (5%): \$ 450,750.30  
 Contingencies (20%): \$ 1,803,001.20  
**Construction Total to Use: \$ 10,819,000.00**

Engineering/Surveying/Testing (14%): \$ 1,514,700.00  
 ROW Acquisition (assume 10' at \$0.57/SF): \$ 23,760.00

**Proportionality Facility Cost Estimate Total (per mile)<sup>1</sup>: \$ 12,357,460.00**

1. Costs for any utility adjustments are not included.

  
 9/16/2022

**Preliminary Opinion of Probable Construction Cost**  
**Collector Road - 1-Mile Length**  
**Lorena, Texas**

Page 1 of 1

**KASBERG, PATRICK & ASSOCIATES, LP**  
**CONSULTING ENGINEERS**  
 Temple, Texas  
 September 16, 2022

**Collector Section (60' ROW, 41' Back of Curb to Back of Curb)**

**Paving Construction Preliminary Opinion of Probable Cost**

Item No.	Description	Quantity	Unit	Price	Amount
1	Preparation of Right-of-Way	52.8	STA	\$ 2,500.00	\$ 132,000.00
2	Unclassified Roadway Excavation	7,170	CY	21.00	150,570.00
3	Compacted Fill	2,560	CY	25.00	64,000.00
4	6-Inch Moisture Cond. Subgrade	25,227	SY	2.10	52,976.70
5	8-Inch Cem Stab CLBM (Ty A, Gr 1-2)	25,227	SY	19.20	484,358.40
6	2-Inch Type D HMAC	21,707	SY	28.60	620,820.20
7	Curb and Gutter	10,560	LF	26.00	274,560.00
8	4-inch Concrete Sidewalk (5-foot width)	5,867	SY	110.00	645,370.00
9	Misc. Concrete (Driveways, Valley Gutters, Etc.)	800	SY	115.00	92,000.00
10	Topsoil, Seeding & Watering	5,280	SY	11.00	58,080.00
Paving Subtotal:					\$ 2,574,735.30

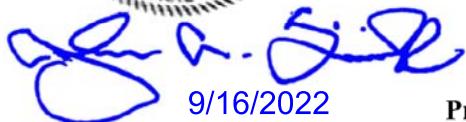
**Non-Paving Construction Items**

Item No.	Description	Quantity	Unit	Price	Amount
11	Drainage Improv. (RCP, Inlets, MH, Outfalls)		25% of Paving Cost	\$	643,690.00
12	Traffic Control		5% of Paving Cost		128,740.00
13	Erosion Control		3% of Paving Cost		77,250.00
14	Pavement Markings and Signage		2% of Paving Cost		51,500.00
Non-Paving Subtotal:					\$ 901,180.00

**Special Construction Components**

Item No.	Description	Quantity	Unit	Price	Amount
15	Bridge Structures	0	LS	\$ -	\$ -
16	Traffic Signals	0	LS	-	-
17	Lighting (spaced at 200')	100%	LS	160,000.00	160,000.00
Special Components Subtotal:					\$ 160,000.00



  
 9/16/2022

Construction Subtotal: \$ 3,635,915.30  
 Mobilization (5%): \$ 181,795.77  
 Contingencies (20%): \$ 727,183.06  
**Construction Total to Use: \$ 4,364,000.00**

Engineering/Surveying/Testing (14%): \$ 611,000.00  
 ROW Acquisition (assume 10' at \$0.57/SF): \$ 23,760.00

**Proportionality Facility Cost Estimate Total (per mile)<sup>1</sup> : \$ 4,998,760.00**

1. Costs for any utility adjustments are not included.

**EXHIBIT C****ROADWAY IMPROVEMENTS****General Description of Scope of Work:**

The Barnes Road improvements include widening Barnes Road from 20' to 40' and upgrading it from gravel to a City-approved asphalt section for a length of approximately 967'. The 967' section from the Property's entrance drive on Barnes Road to the intersection of Old Temple Road and Barnes Road will be fully striped and signed to be two lanes with a center auxiliary lane used for left turns into the site as well as left turns onto Old Temple Road. The pavement at the intersection of Barnes Road and Old Temple Road will be upgraded from asphalt to concrete to increase the longevity of the pavement. A new roadside swale and culvert will be installed on the east side of Barnes Road to convey the stormwater runoff generated by the roadway.

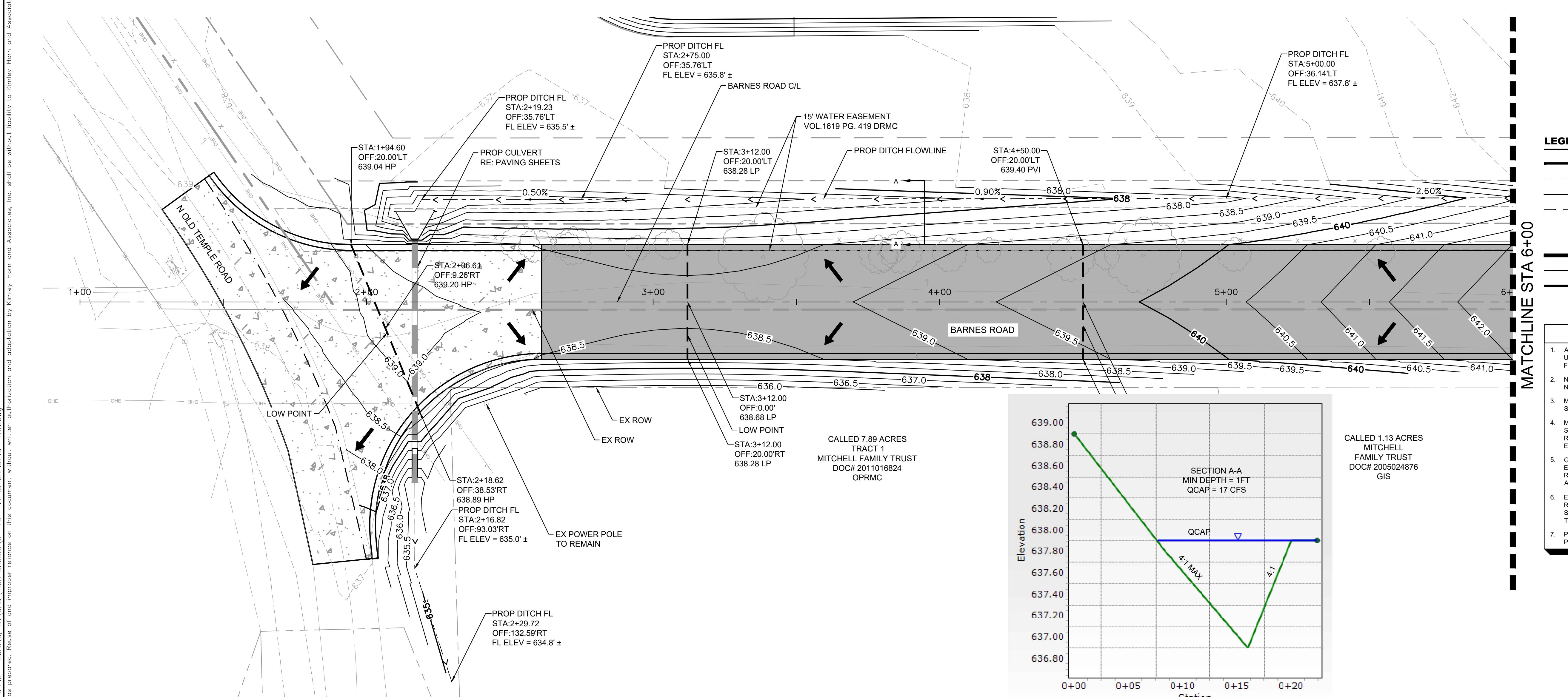
**Proportionality Study:**

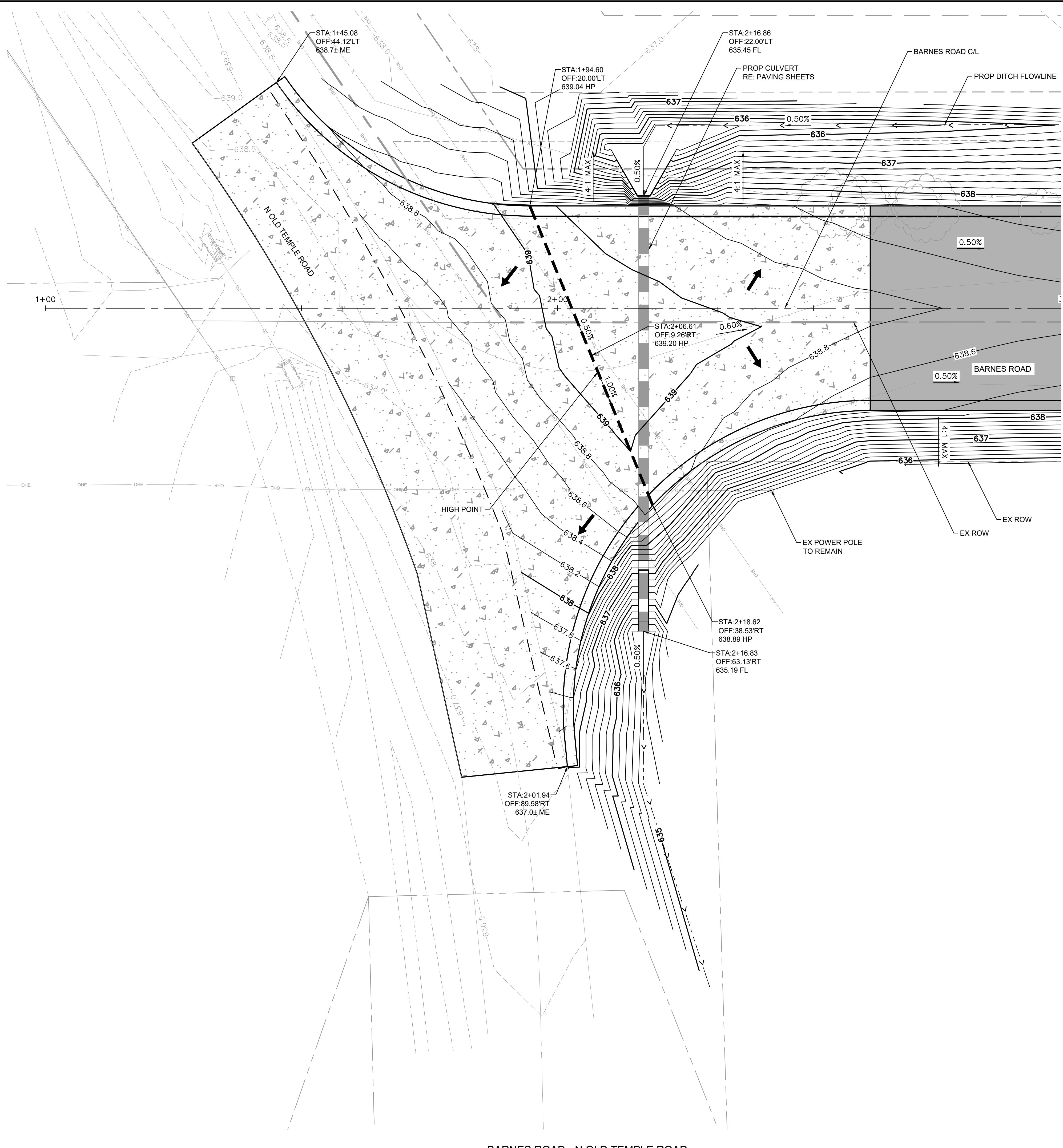
Table 5 (Proportionality Summary), Roadway Segment ID No. 1

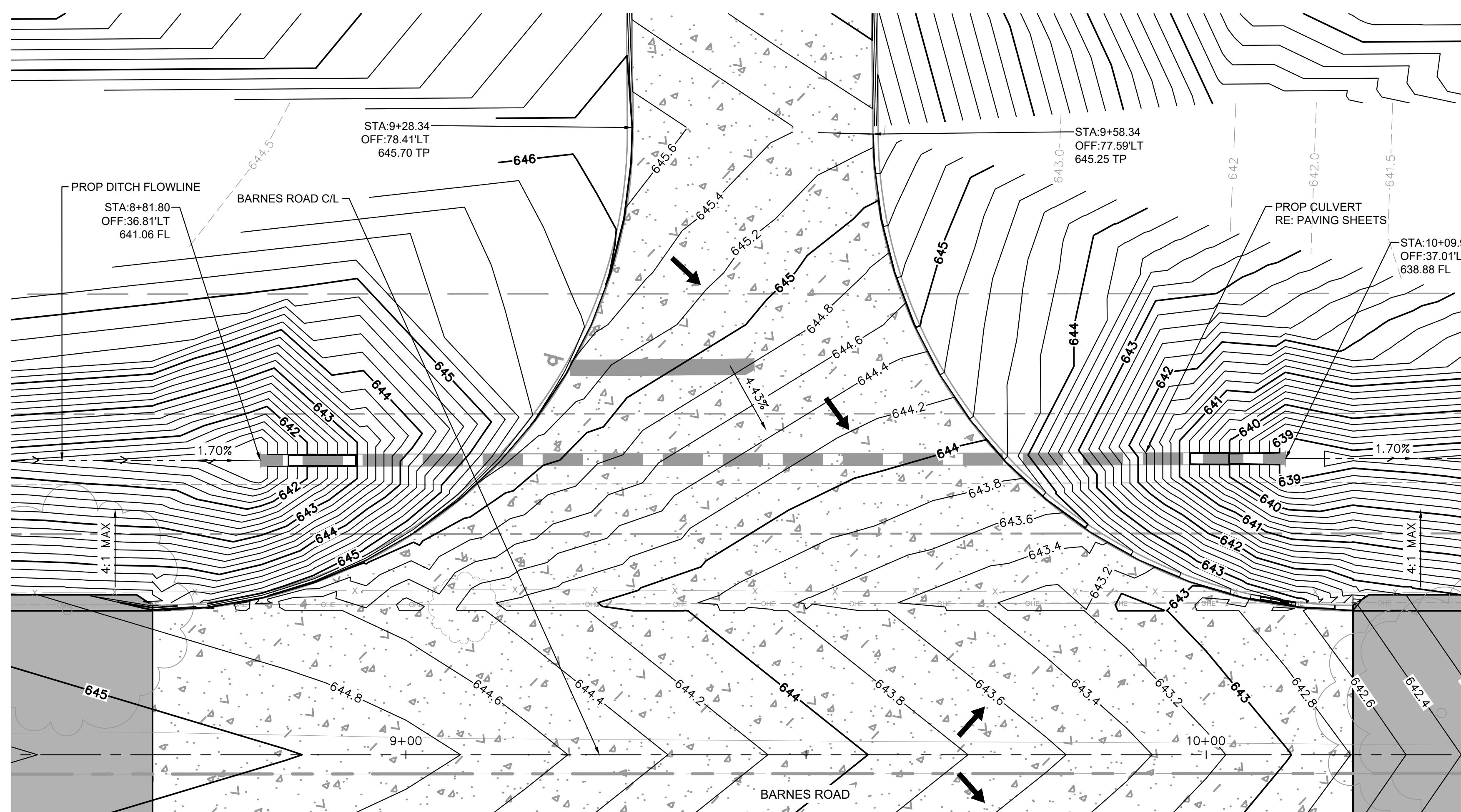
Roadway Segment ID	Roadway Link	Classification	From	To
1	Barnes Road	Collector	N. Old Temple Road	Site Driveway

**Roadway Plans and Specifications:**

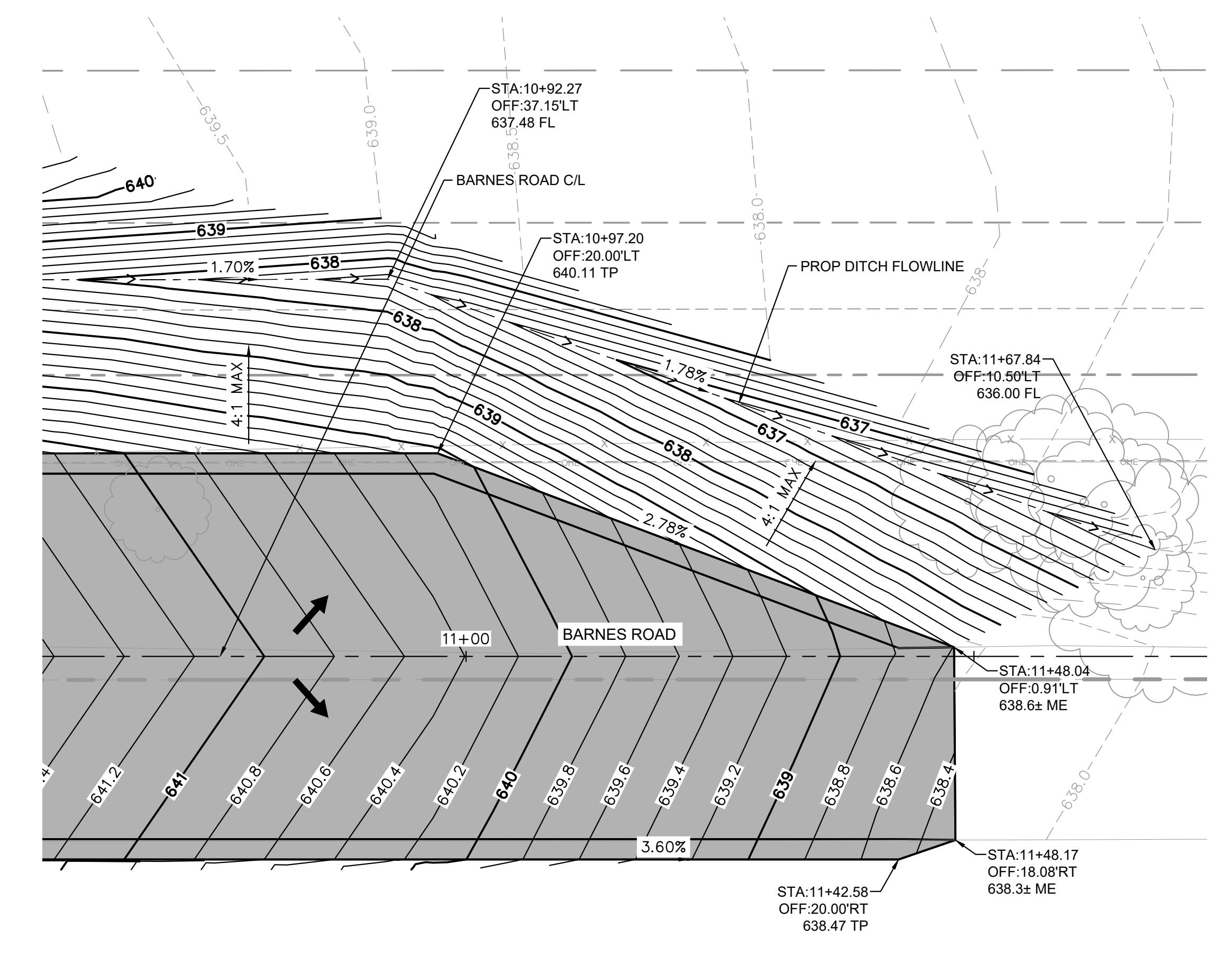
The plans and specifications for the Barnes Road improvements consists of that certain Barnes Road Grading Plans prepared by Kimley-Horn and Associates Inc., dated August 25, 2022, last revised April 13, 2023, KHA Project No. 112474001300, consisting of Sheet Nos. C-110, C-111, C-112, C-120, C-121, C-122, C-123, C-130, C-131, C-132, C-133, C-134, and C-135 (collectively, the "Barnes Road Improvement Plans"), copies of such Barnes Road Improvement Plans are attached hereto and made a part of this Exhibit C for all purposes.



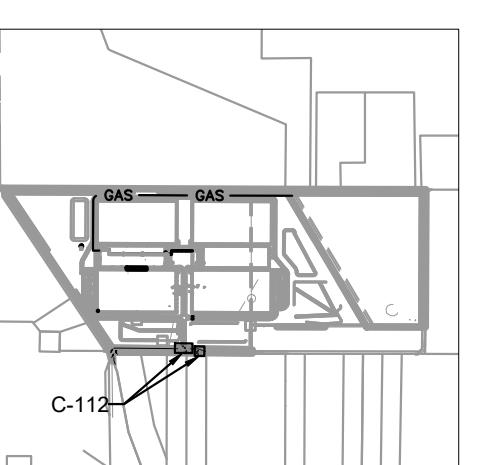




BARNES ROAD - BRIGHT FARMS DRIVEWAY



BARNES ROAD TIE IN



**BRIGHT FARMS**  
PHASE 1  
PREPARED FOR  
TEX GREENHOUSE, LLC  
CITY OF LORENA  
SHEET NUMBER  
**C-112**

**Kimley»Horn**

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TX 78216  
PHONE: 726-777-6761  
WWW.KIMLEY-HORN.COM



GRAPHIC SCALE IN FEET  
0 5 10 20

#### LEGEND

- PROPOSED PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RIDGE LINE
- SLOPE LABEL
- SPOT ELEVATION LABEL
- PROPOSED RETAINING WALL
- PROPOSED SWALE
- PROPOSED STORMWATER CONVEYANCE PIPE
- DIRECTION OF FLOW

#### SPOT ELEVATION LEGEND

ME	MATCH EXISTING	EX	EXISTING ELEVATION
TW	TOP OF WALL	BW	BOTTOM OF WALL
TC	TOP OF CURB	BC	BOTTOM OF CURB
SW	SIDEWALK ELEV.	TOB	TOP OF BERM

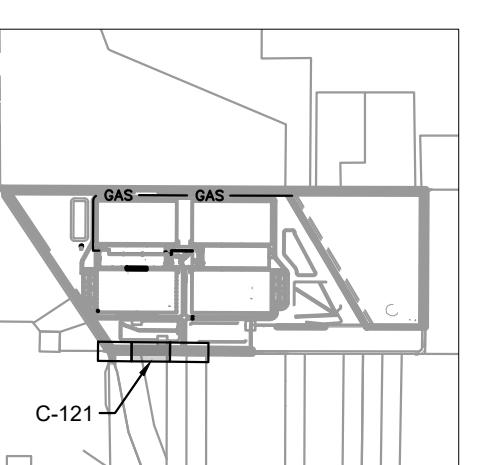
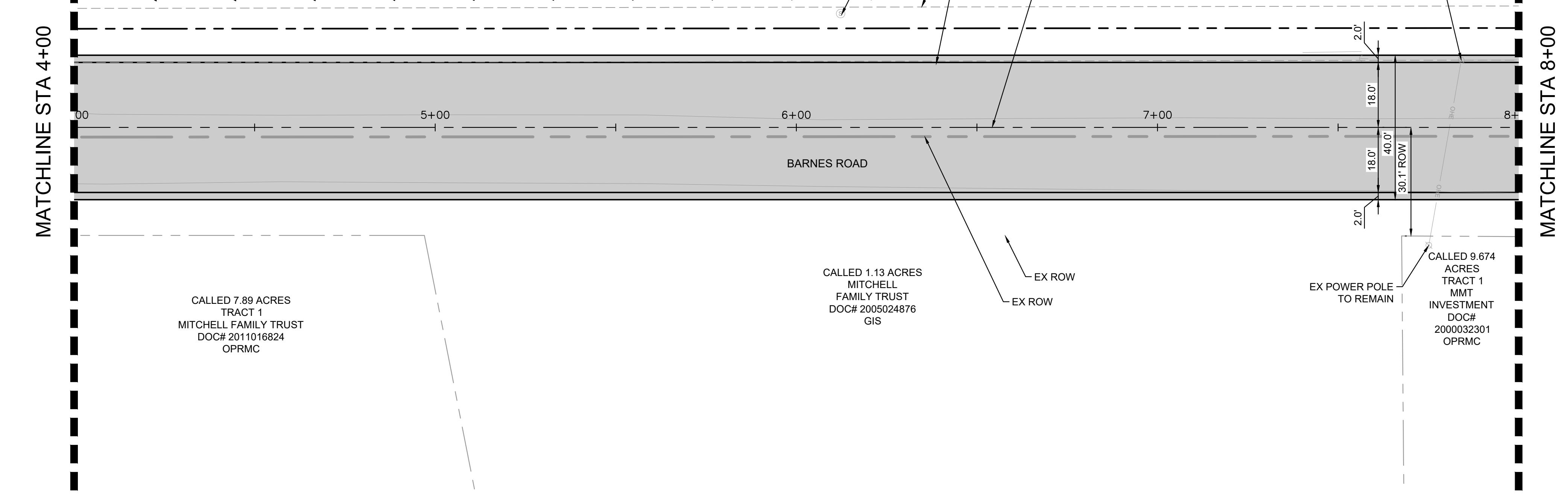
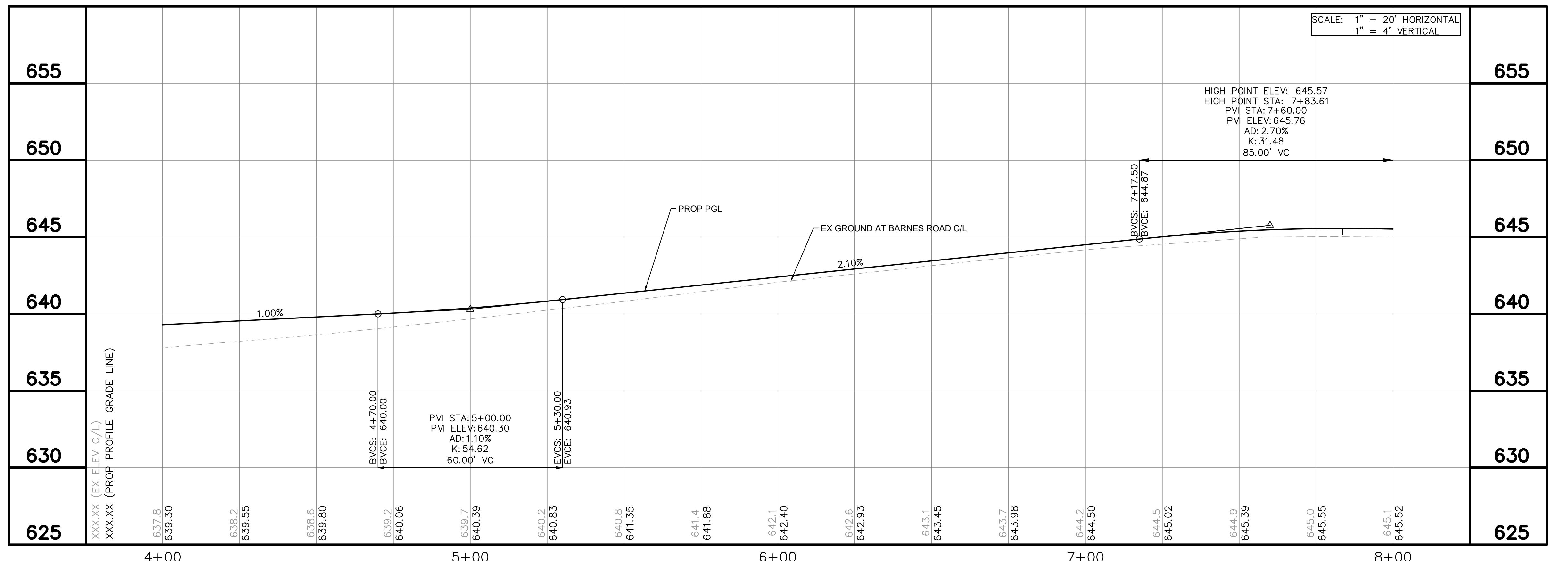
\*ALL UNLABELED SPOT ELEVATIONS ARE  
MEASURED AT THE FLOW LINE

#### NOTES

- ALL SPOT GRADES ARE TO TOP OF PAVEMENT (TP) OR TOP OF GRATE (TG). UNLESS OTHERWISE NOTED AS TC (TOP OF CURB). CONTRACTOR TO ADD 6" FOR TOP OF CURB AS NECESSARY.
- NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
- MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES, LOADING ZONES AND SIDEWALK LANDINGS SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
- MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS UNLESS OTHERWISE NOTED. RUNNING SLOPE MAY EXCEED 5% IN PUBLIC R.O.W. IF EXISTING ROAD SLOPE EXCEEDS 5%.
- GENERAL CONTRACTOR TO REFERENCE NOTE 1 REGARDING SPOT ELEVATIONS, COORDINATE WITH DIRT AND LANDSCAPE SUBCONTRACTORS REGARDING PROPOSED SOD AND HYDROMULCH LOCATIONS TO ENSURE ADEQUATE CUT FOR FUTURE VEGETATION.
- EXISTING MANHOLE TOPS, VALVE BOXES, ETC. ARE TO BE ADJUSTED AS REQUIRED TO MATCH PROPOSED GRADES. IF NECESSARY, READJUSTMENTS SHALL BE PERFORMED UPON COMPLETION OF PAVING AND FINE GRADING TO ENSURE A SMOOTH TRANSITION.
- PROPOSED RETAINING WALLS TO BE STRUCTURALLY DESIGNED AND PERMITTED BY CONTRACTOR.

2	BID SET	1	REVISIONS PER REVIEWER COMMENTS & BID RFI
04/13/2023	A/L	04/13/2023	A/L
No.	REVISIONS	DATE	BY





**BRIGHTFARMS**  
**PHASE 1**  
**PAVING PLAN**  
**AND PROFILE**

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**PREPARED FOR**  
**TEX GREENHOUSE, LLC**

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**SHEET NUMBER**  
**C-121**

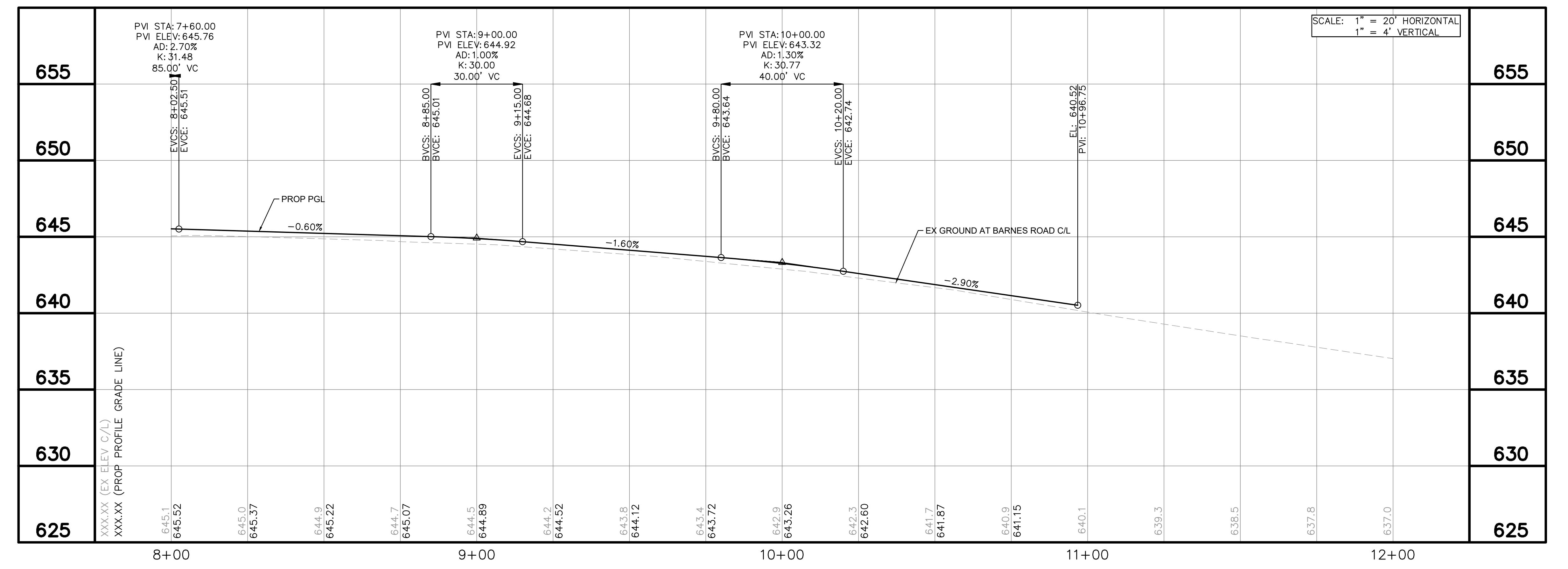
# Kimley-Horn

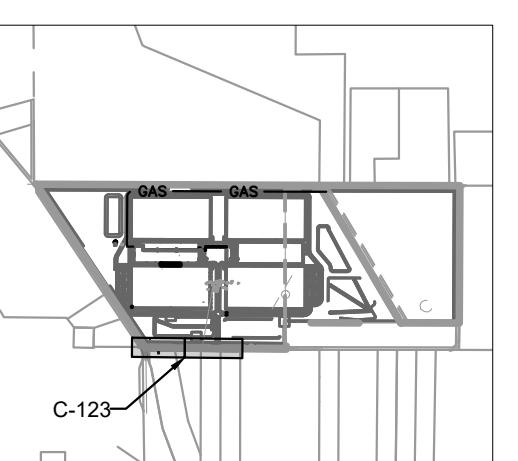
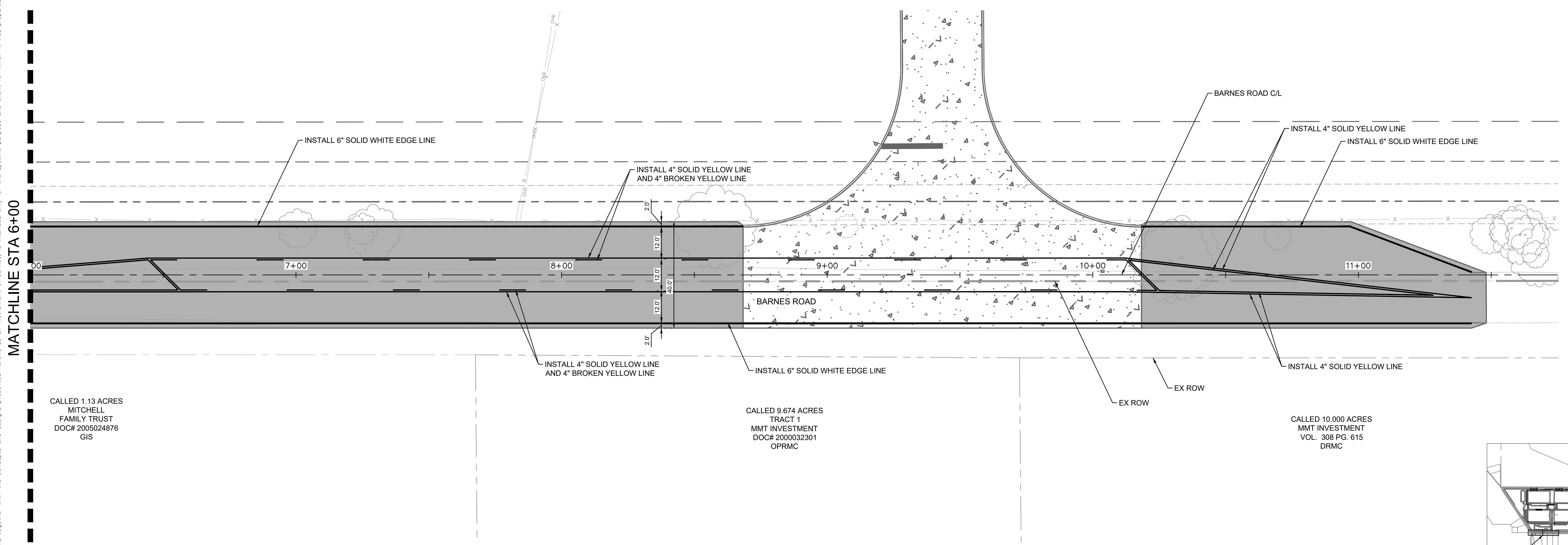
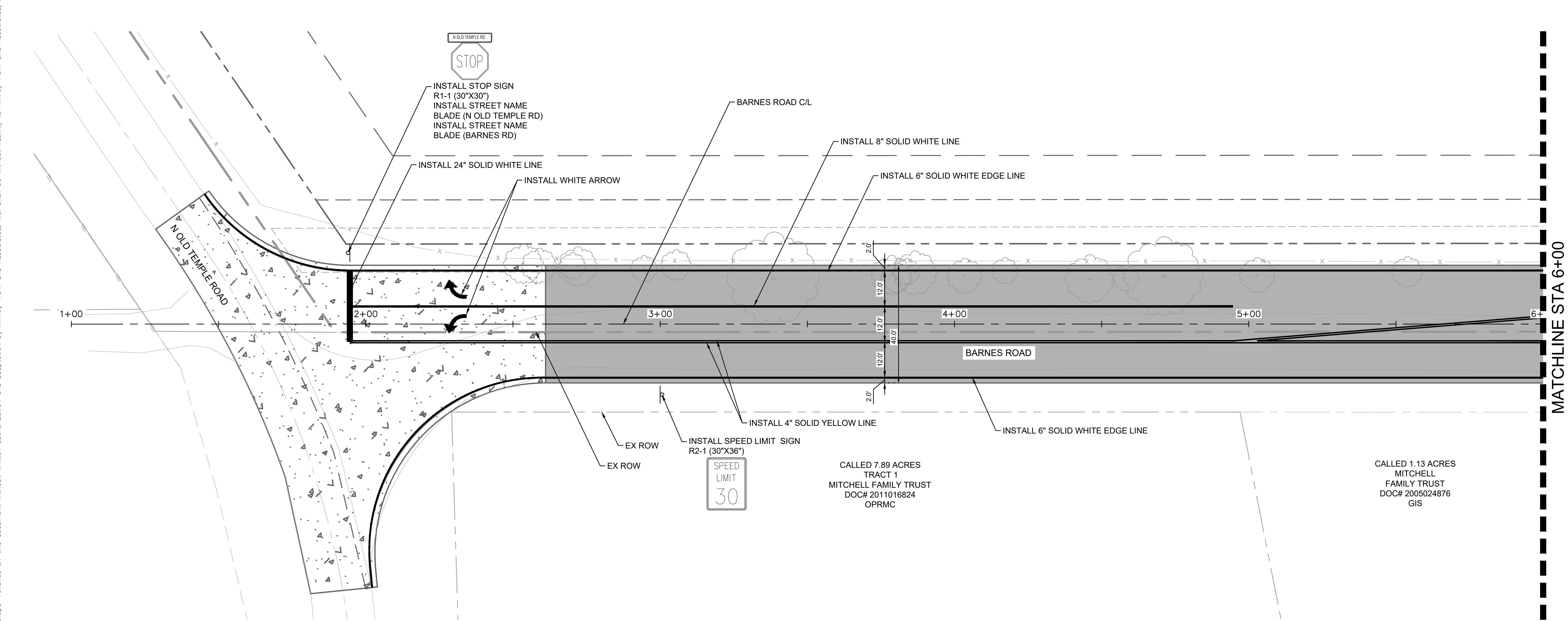
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SAN ANTONIO, TX 78216  
PHONE 703 777 5751

The logo for Kimley-Horn features the word "Kimley" in a large, dark gray, sans-serif font, with the "K" having a vertical line extending downwards. To the right of "Kimley" is a stylized "Horn" in a red, bold, sans-serif font. The "H" is formed by two upward-pointing chevrons, and the "o" is a red circle.

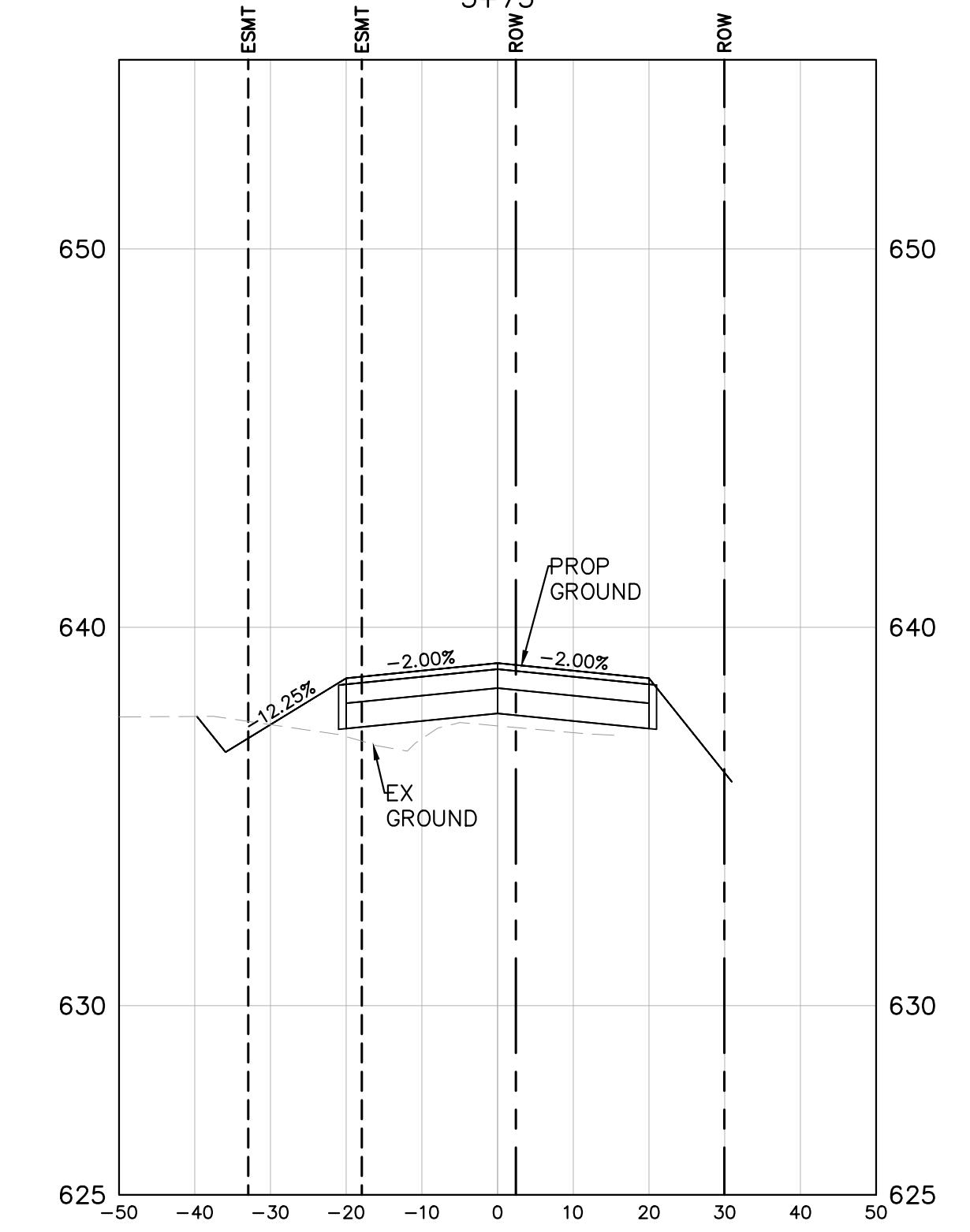
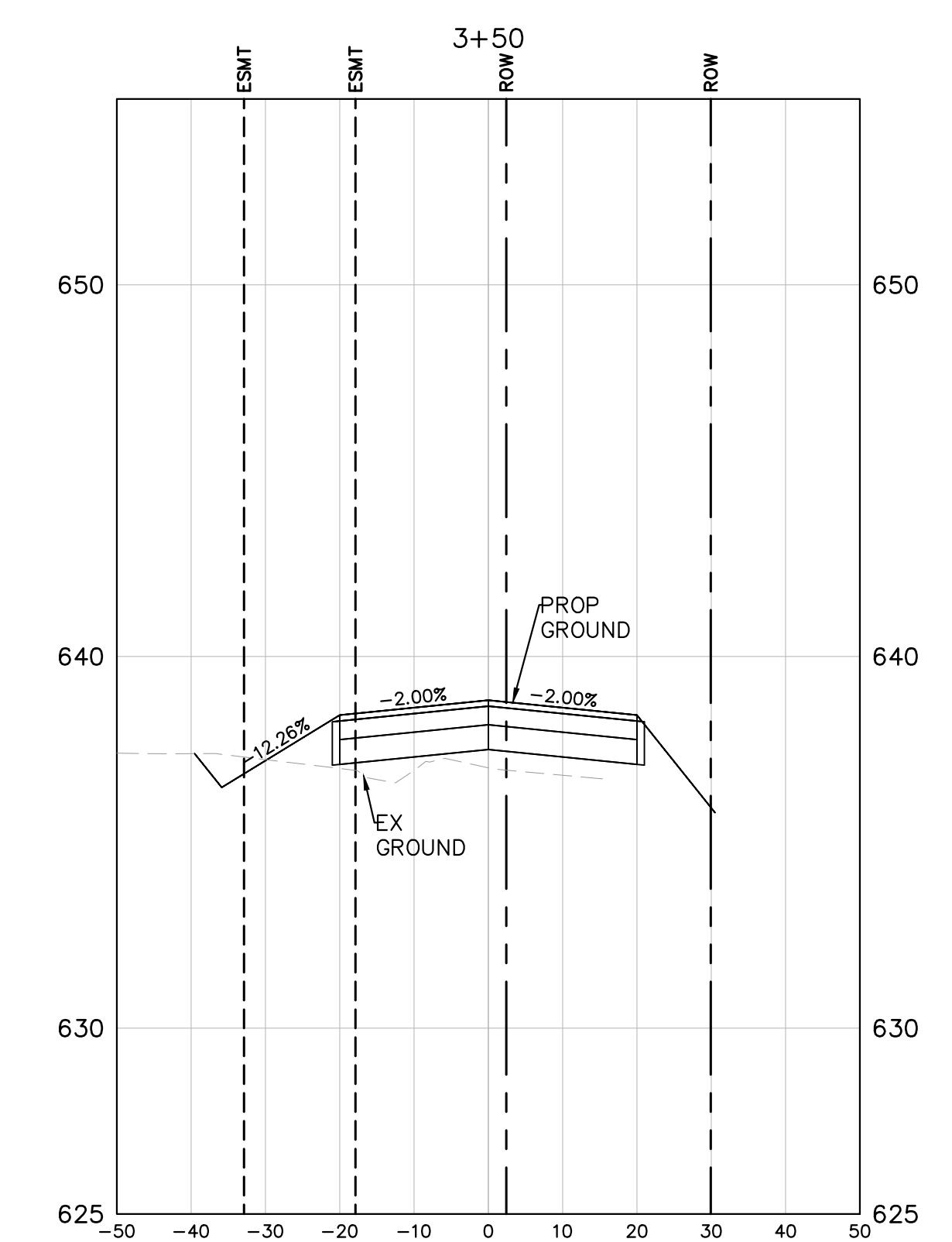
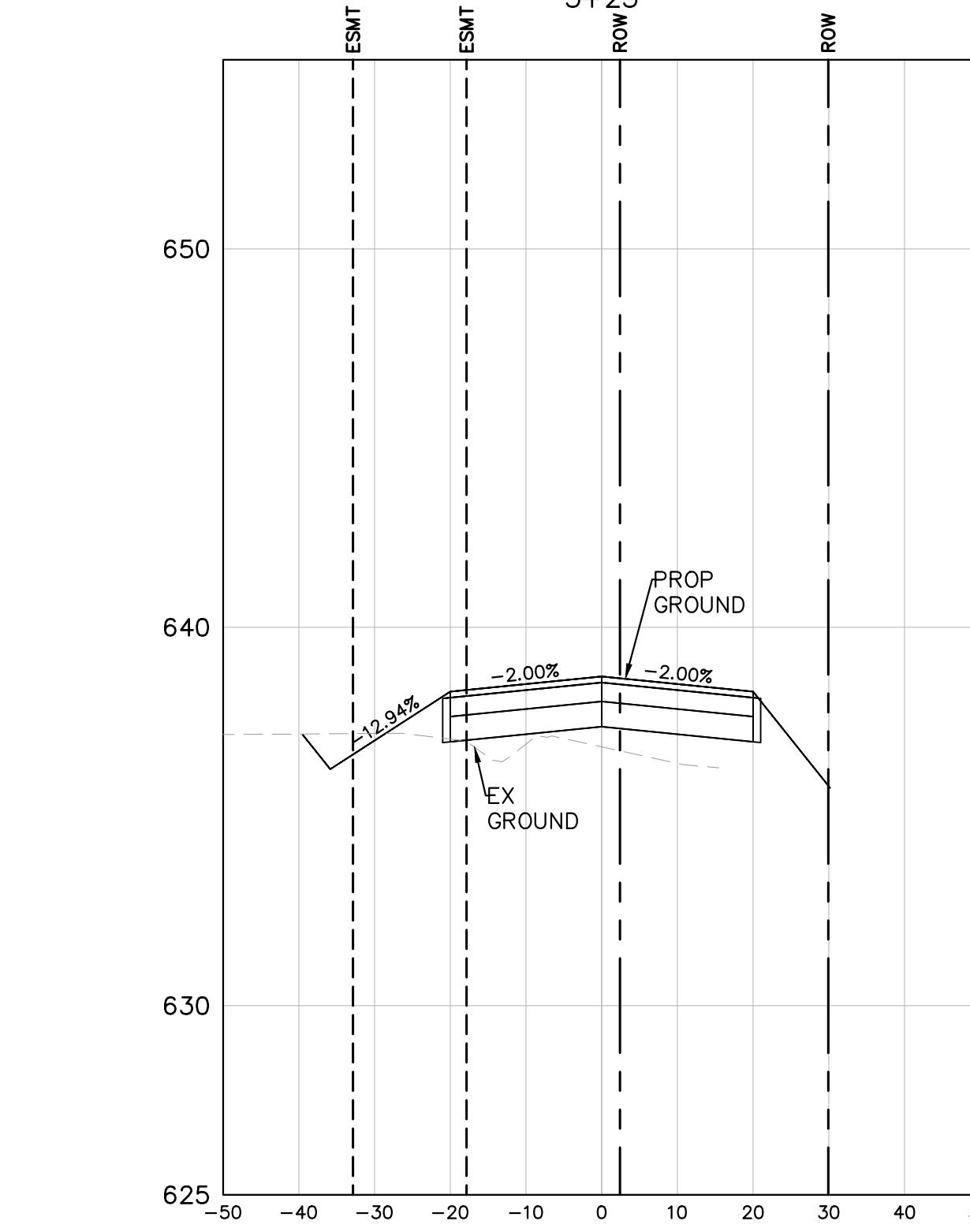
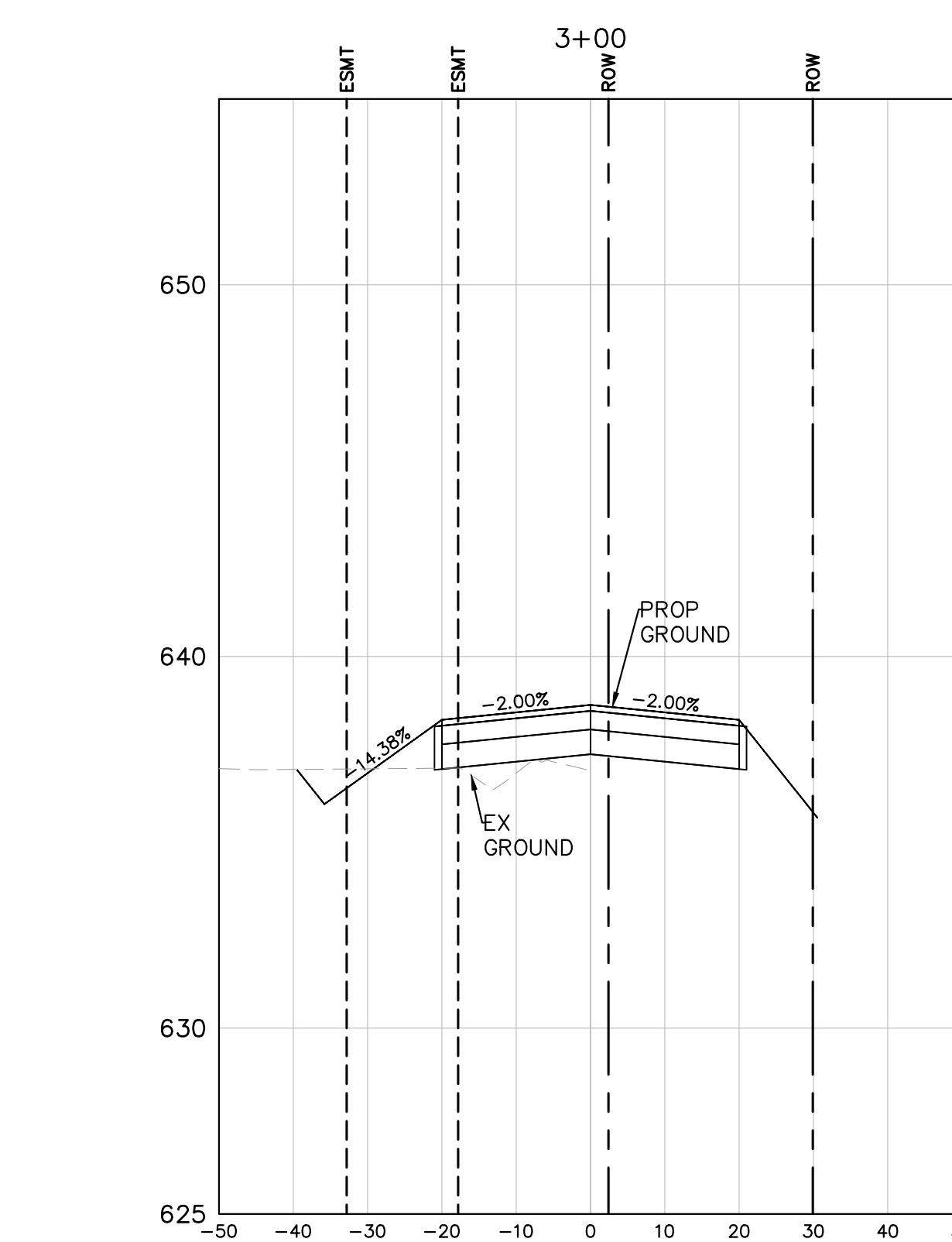
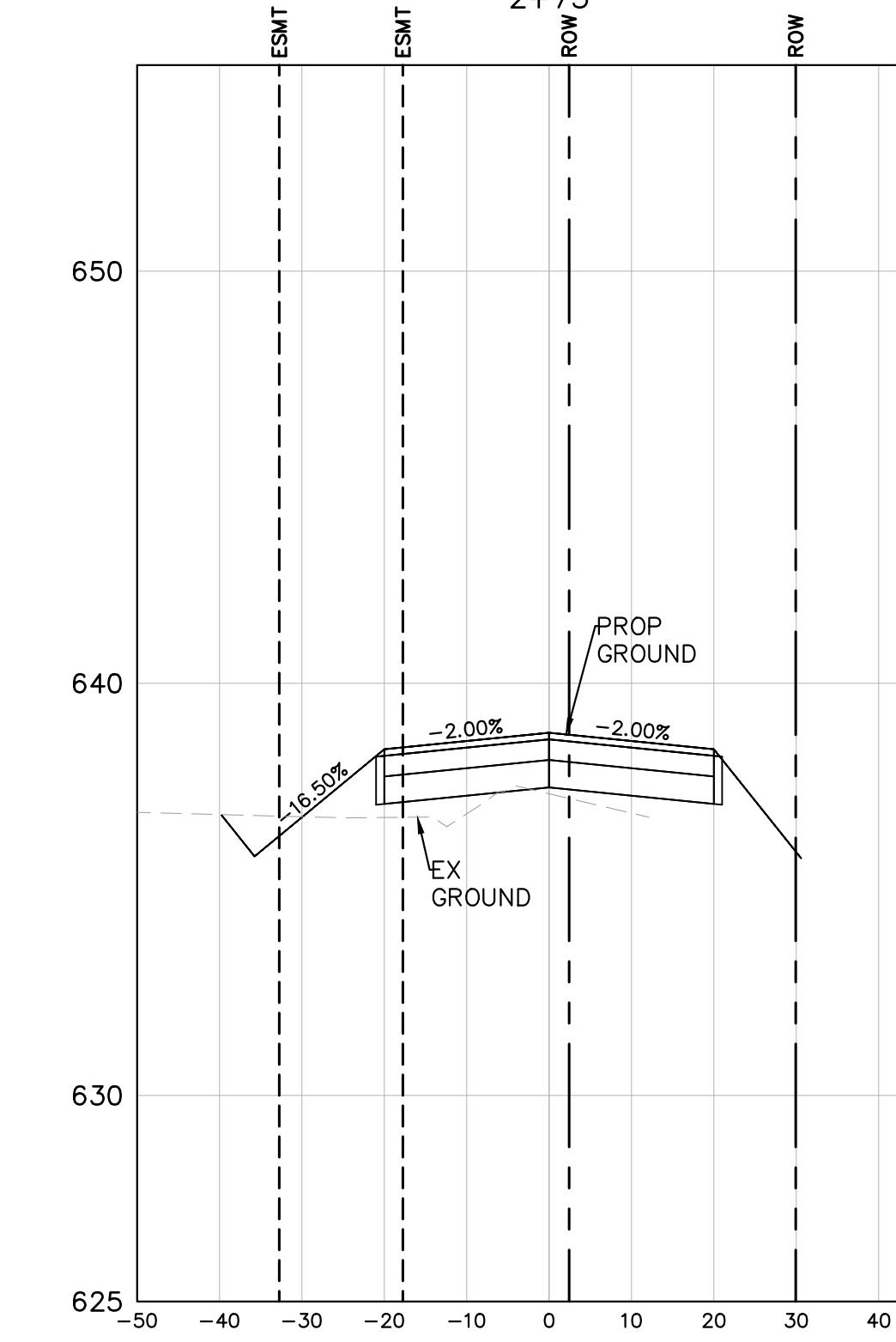
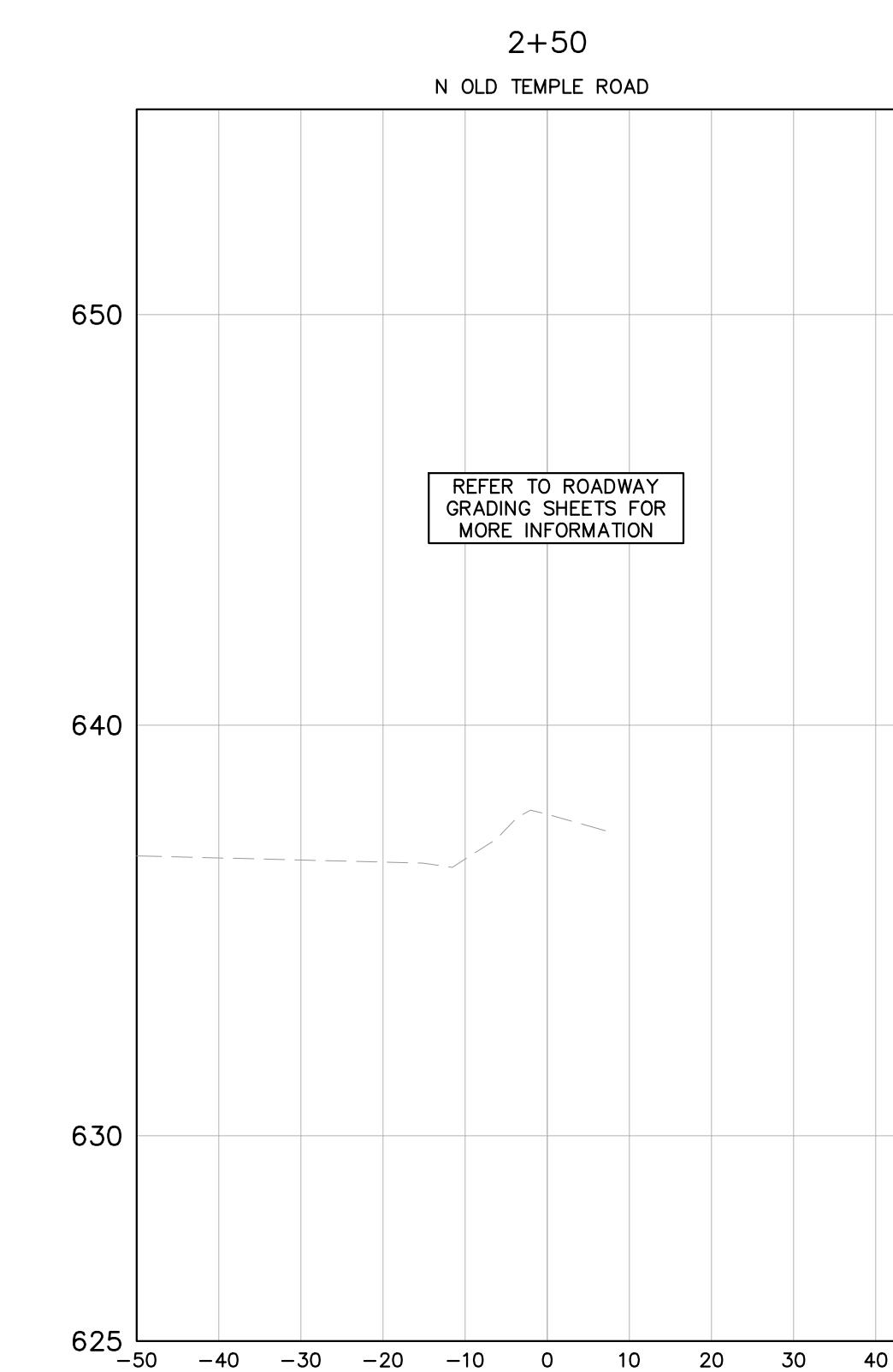
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KHA PROJECT 112498000	DATE 03/10/2023	SCALE AS SHOWN	DESIGNED BY AL	DRAWN BY JBZ	CHECKED BY AL
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BRIGHTFARMS PHASE 1		PAVING SIGNING AND STRIPING PLAN	
PREPARED FOR TEX GREENHOUSE, LLC CITY OF LORENA		KHA PROJECT 1112498000 DATE 03/10/2023 SCALE AS SHOWN DESIGNED BY AL DRAWN BY JBZ CHECKED BY AL	
SHEET NUMBER C-123		© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 10101 REUNION PLACE, SUITE 400 SAN ANTONIO, TX 78216 PHONE: 726-777-6761 WWW.KIMLEY-HORN.COM	
		2 BID SET 1 REVISIONS PER REVIEWER COMMENTS & BID RFI 04/13/2023 A/L No. REVISIONS DATE BY	



**BRIGHTFARMS  
PHASE 1  
PREPARED FOR  
TEX GREENHOUSE, LLC  
CITY OF LORENA, TX**

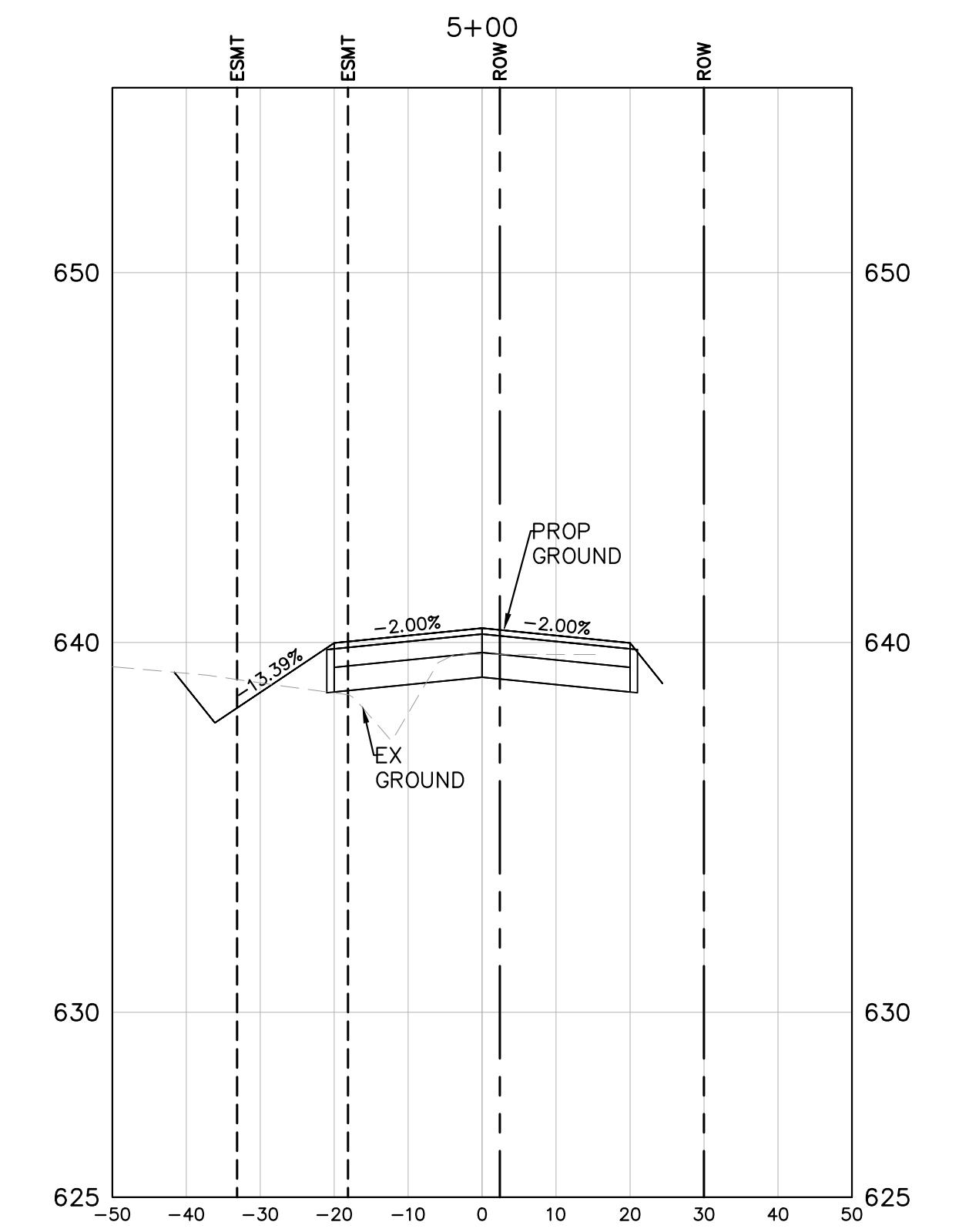
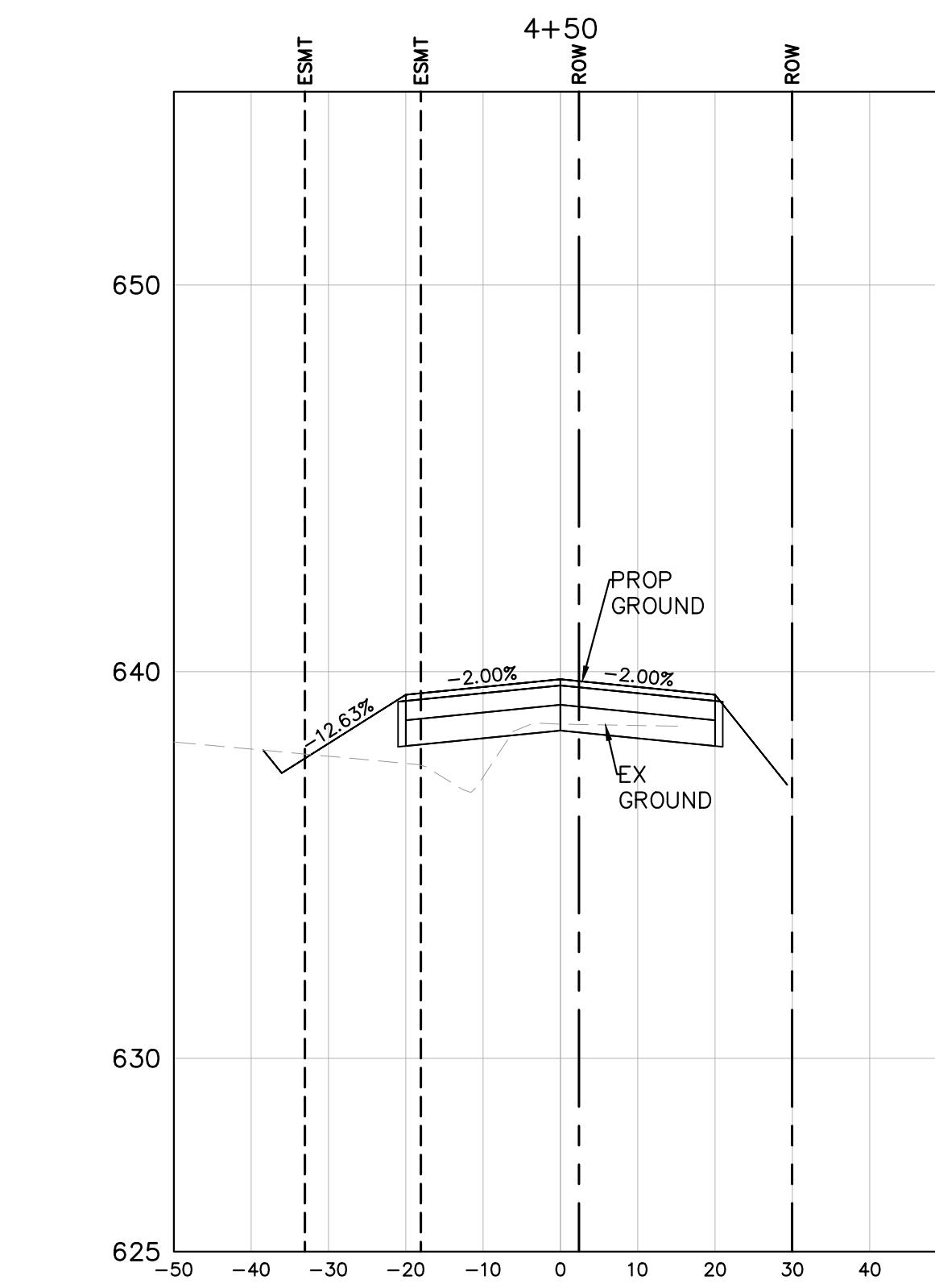
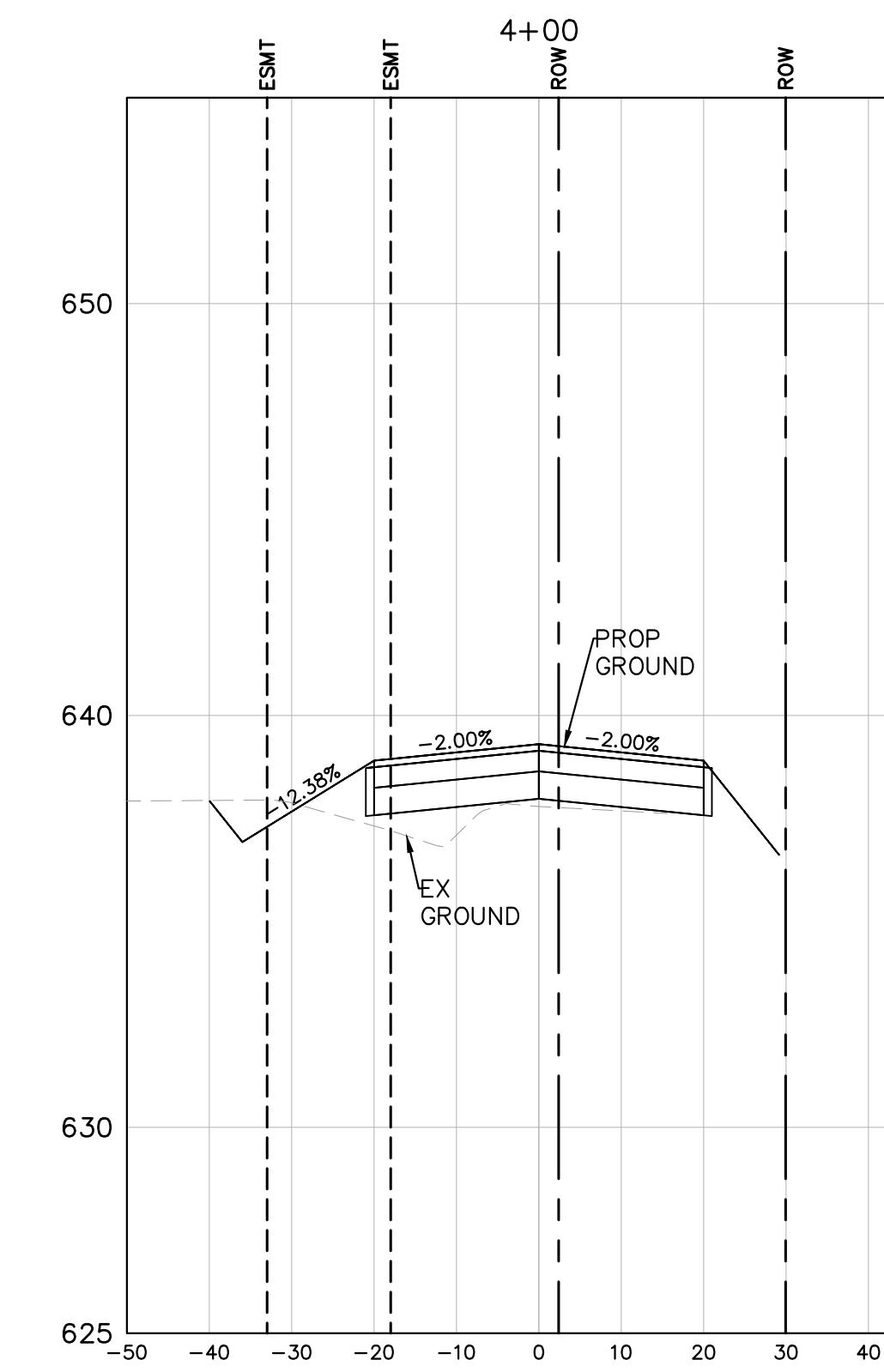
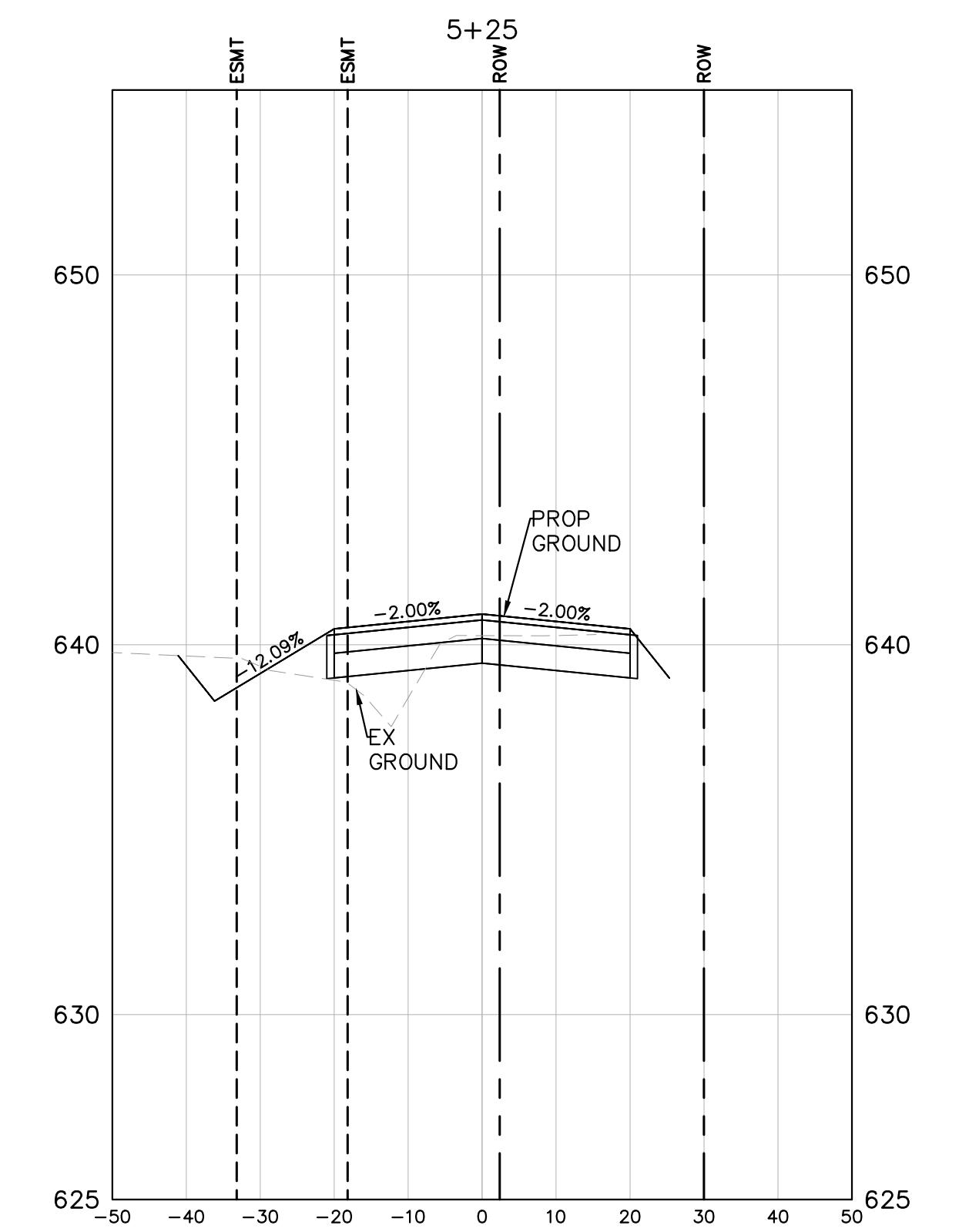
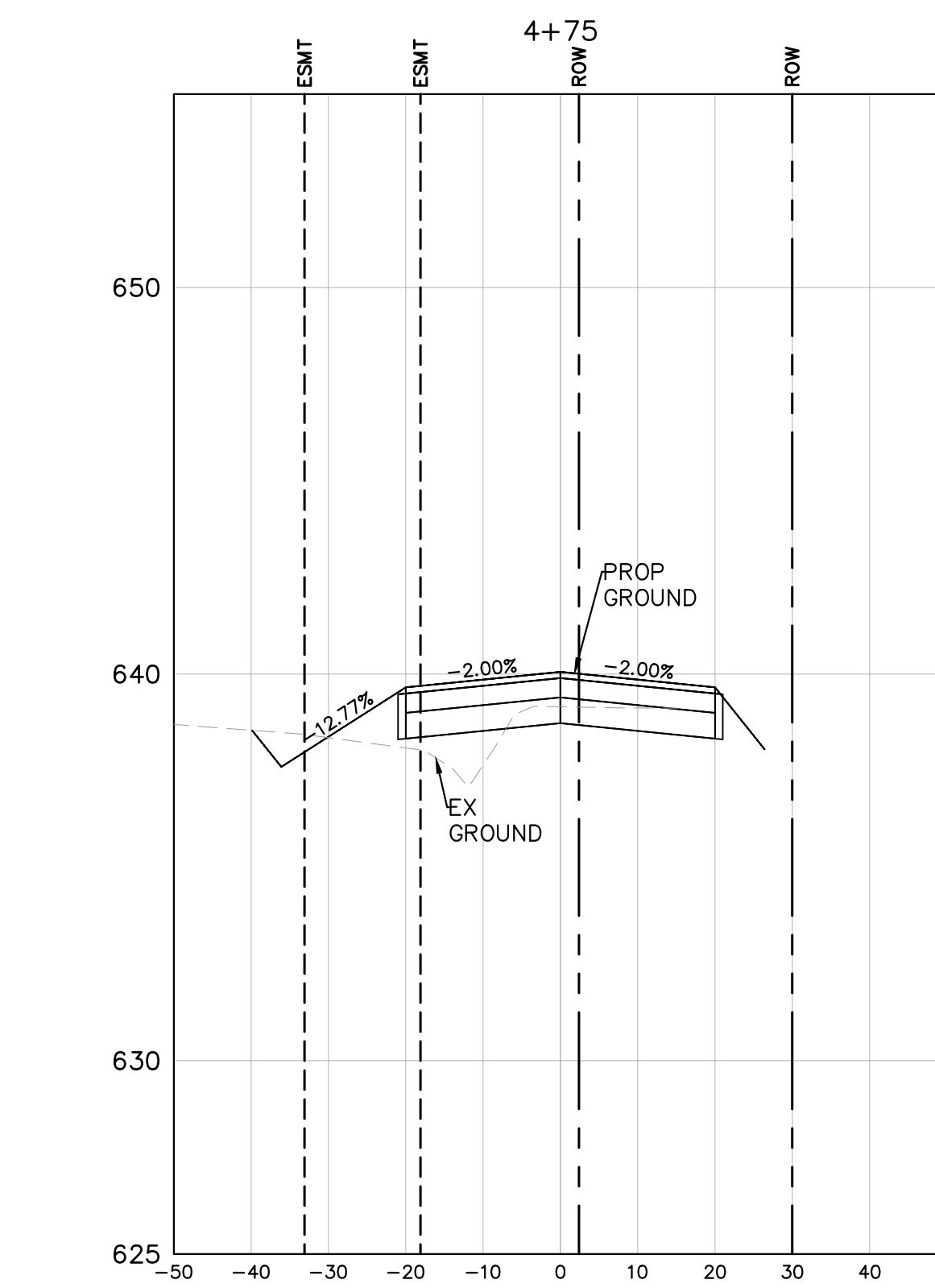
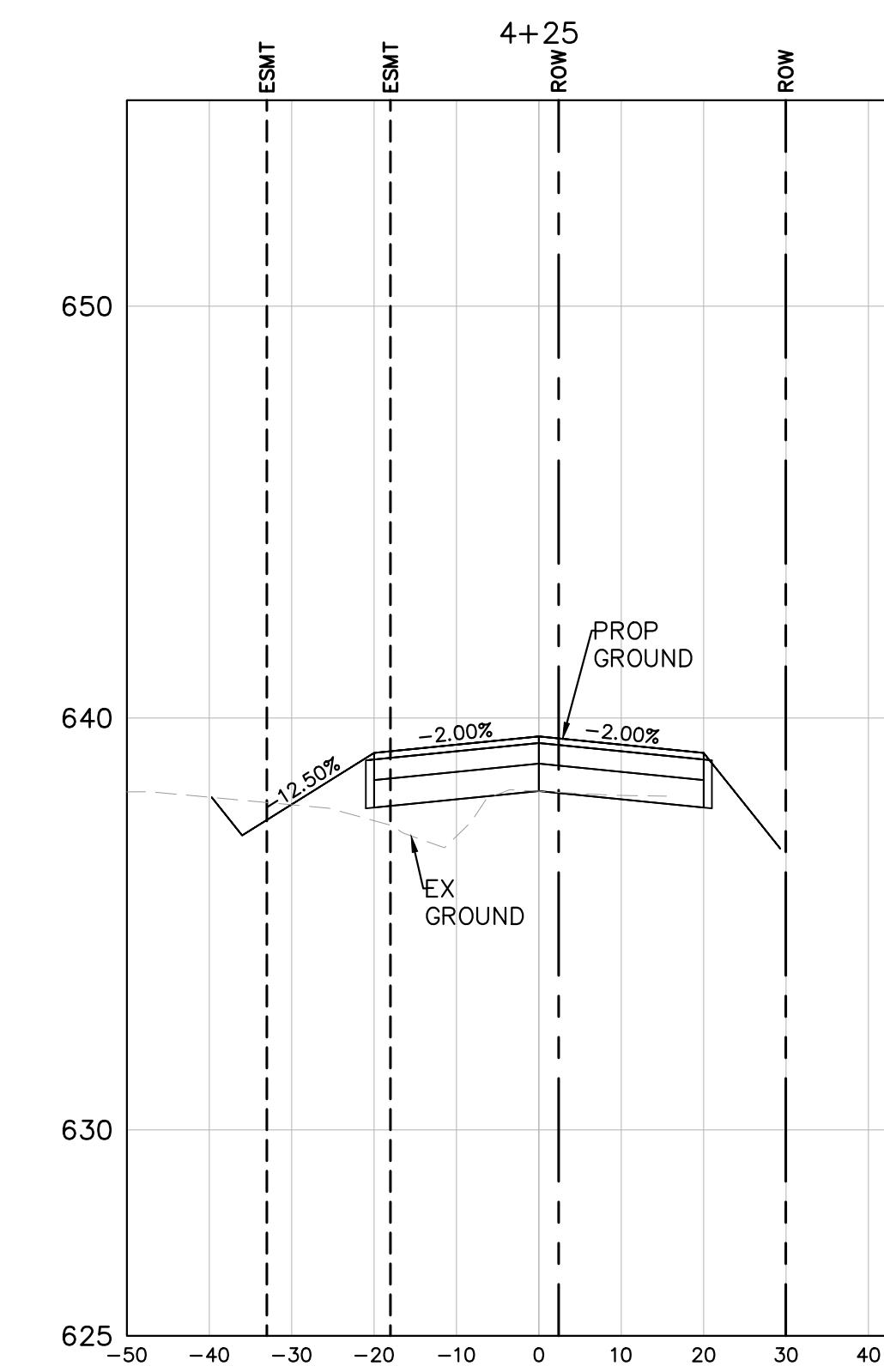
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(SHEET 1 OF 6)**

**SHEET NUMBER  
C-130**

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KHA PROJECT	112498000
DATE	03/10/2023
SCALE AS SHOWN	
DESIGNED BY	AL
DRAWN BY	JBZ
CHECKED BY	AL
BID SET	2
1 REVISIONS PER REVIEWER COMMENTS & BID RFI	04/13/2023 A/L
REVISIONS	05/12/2023 A/L
DATE	04/13/2023 A/L
BY	



**BRIGHTFARMS**  
**PHASE 1**  
**PREPARED FOR**  
**TEX GREENHOUSE, LLC**  
**CITY OF LORENA, TX**

**Kimley»Horn**

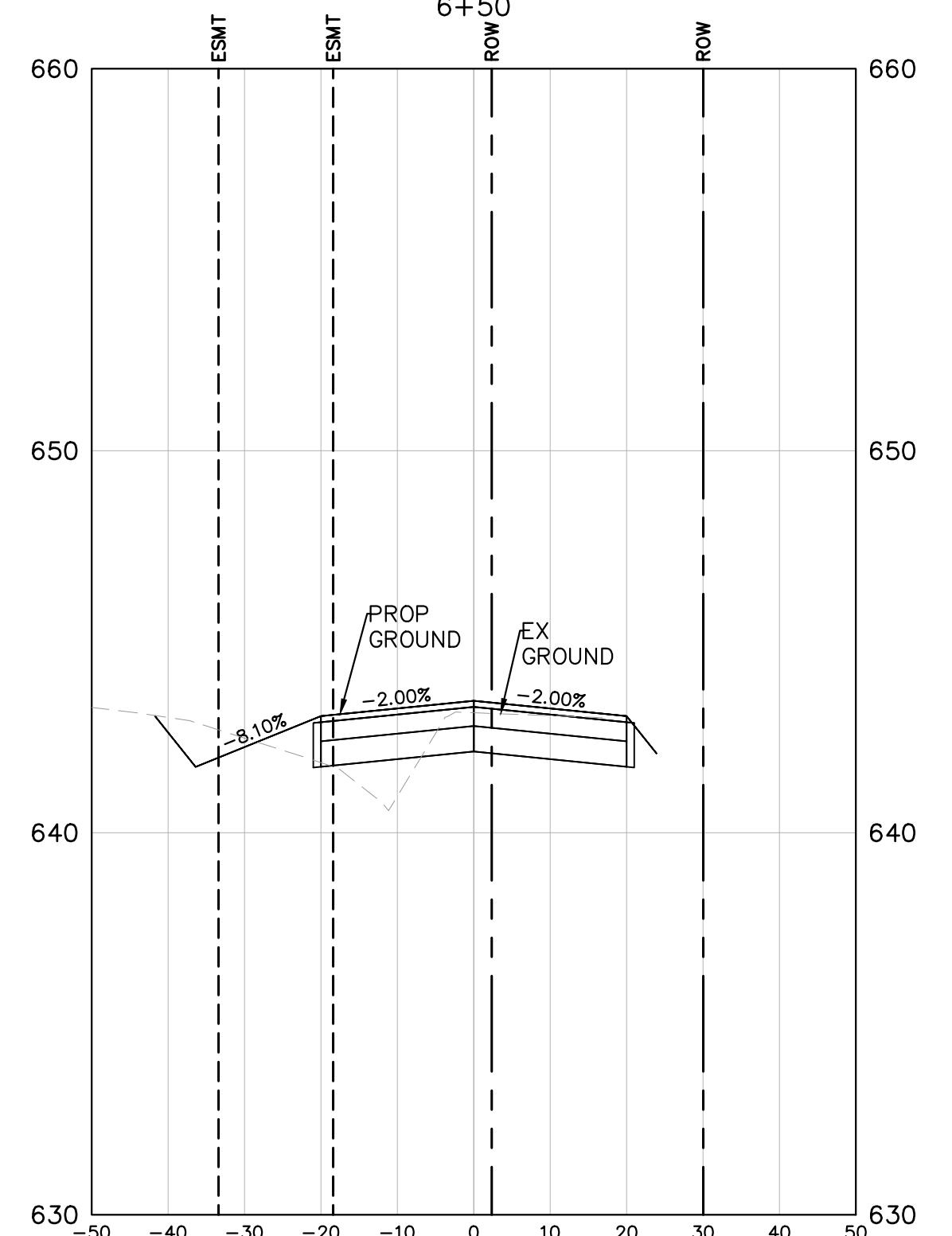
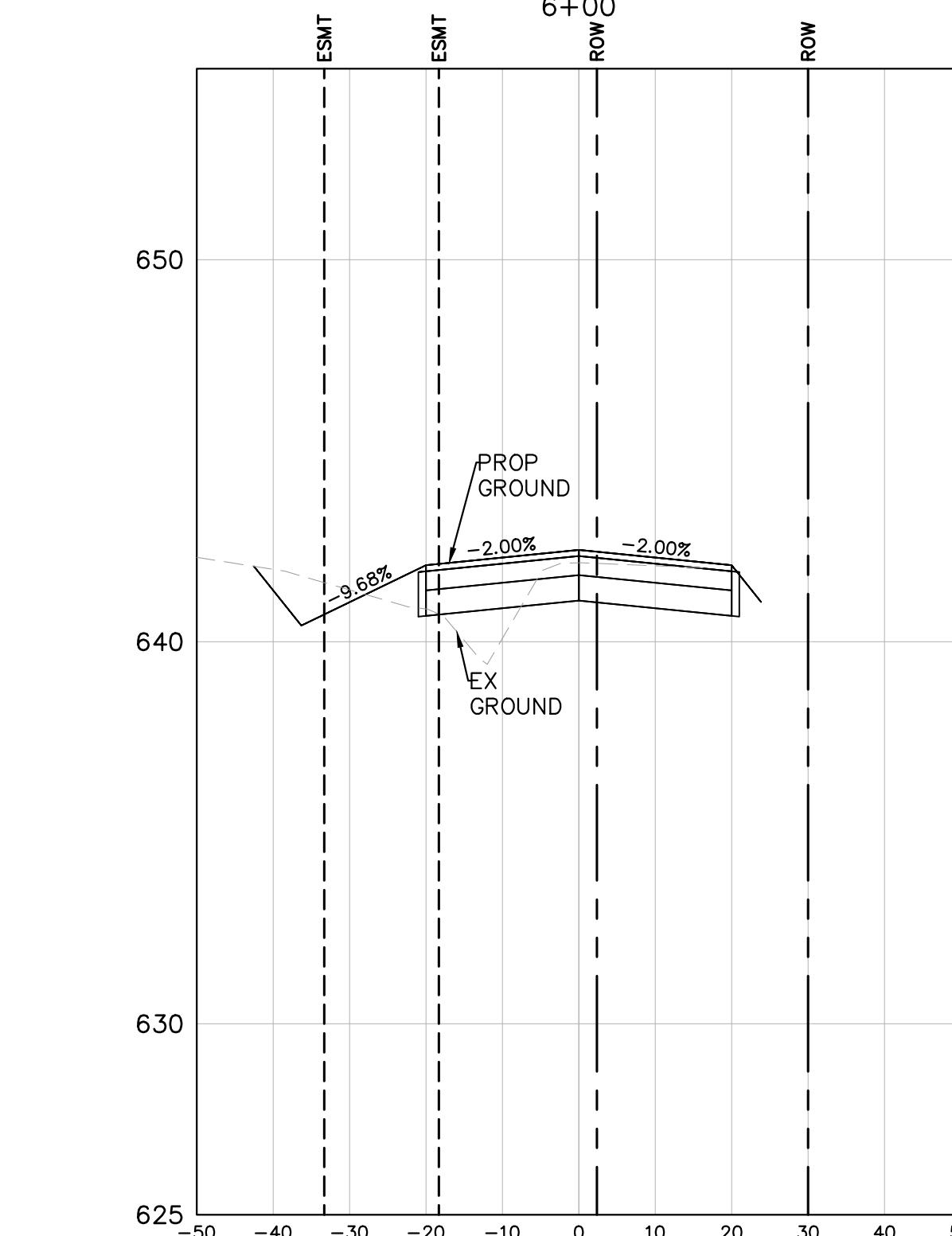
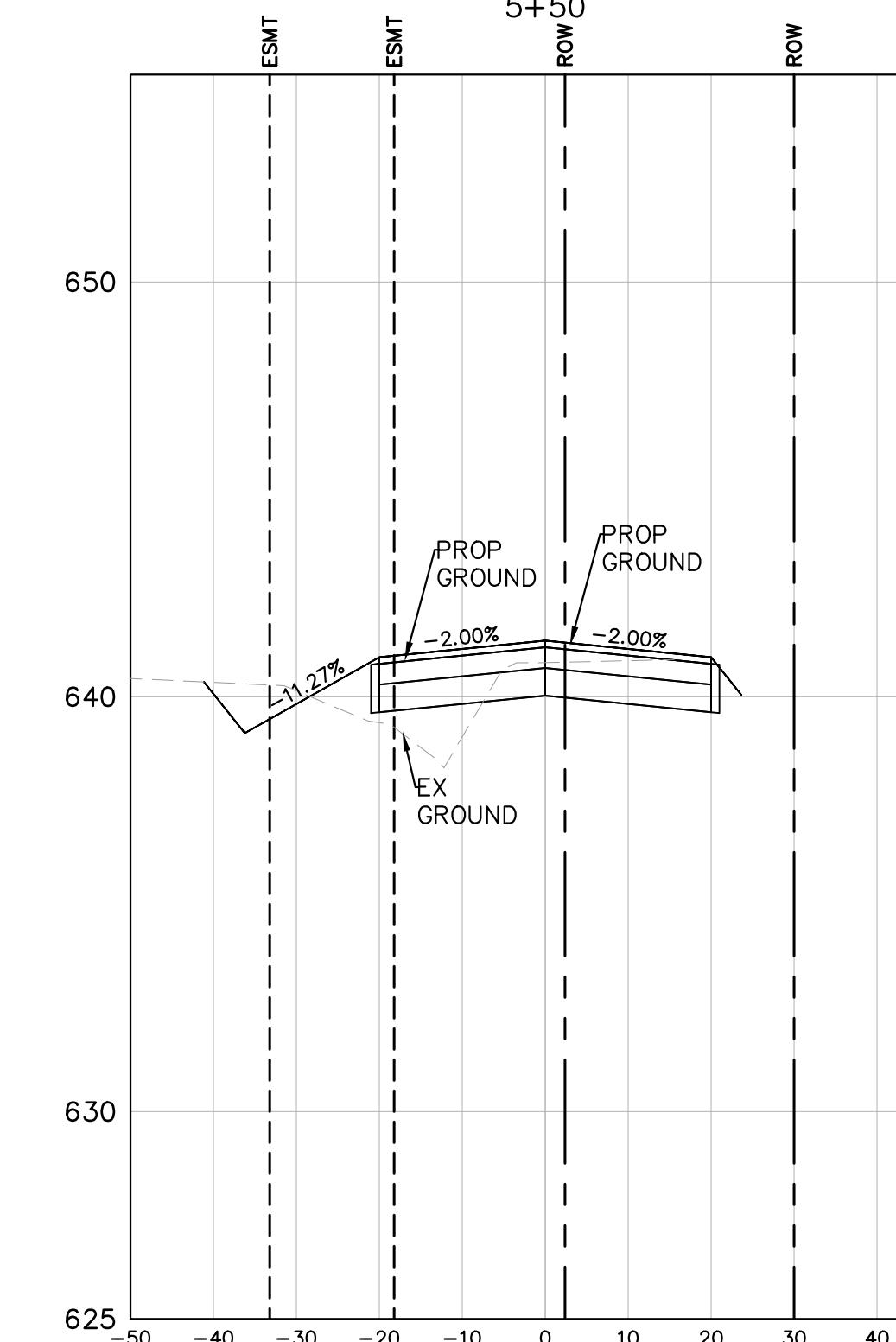
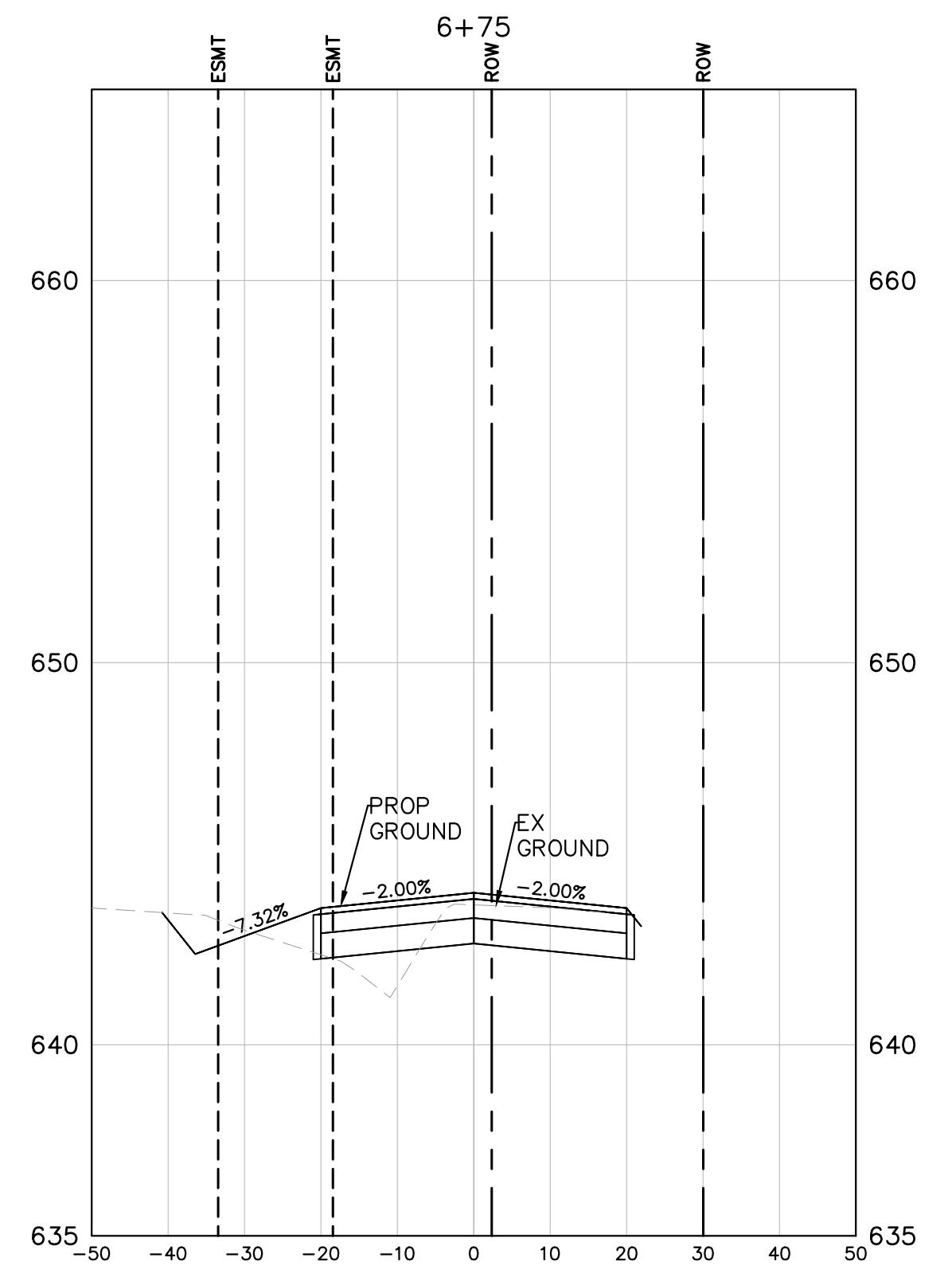
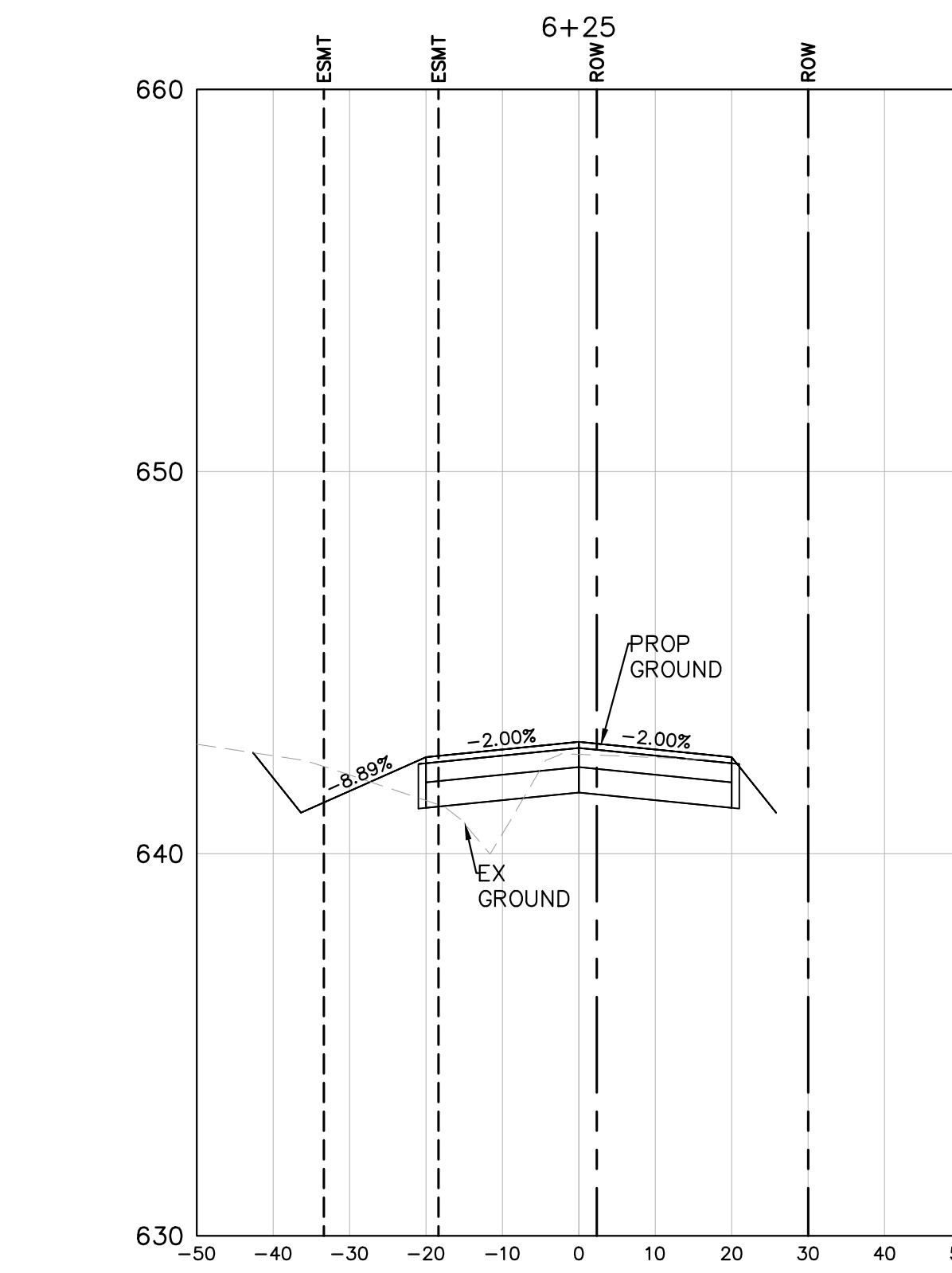
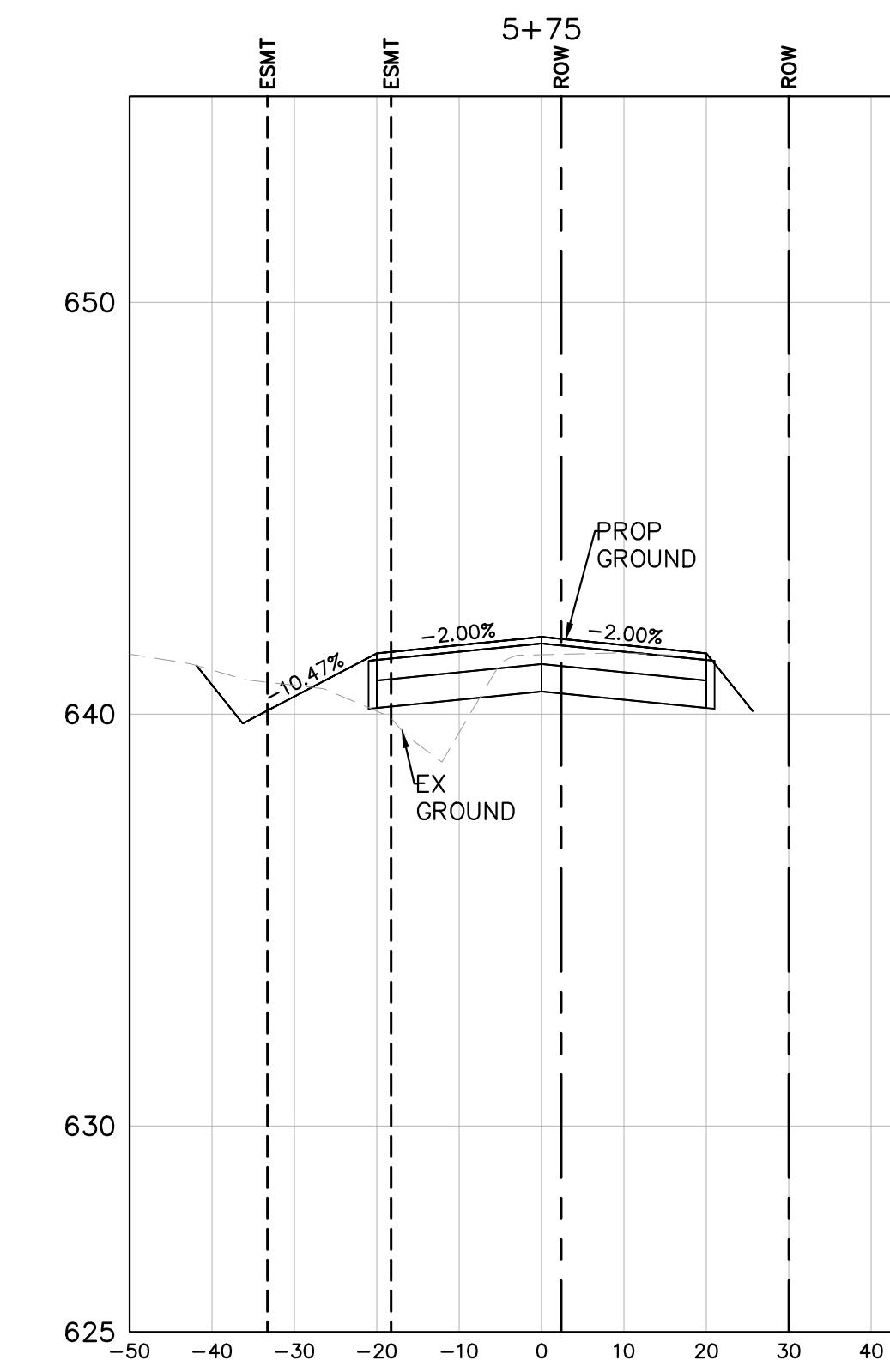
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DATE	03/10/2023
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DESIGNED BY	AL
DRAWN BY	JBZ
CHECKED BY	AL

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1 REVISIONS PER REVIEWER COMMENTS & BID RFI
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DATE BY



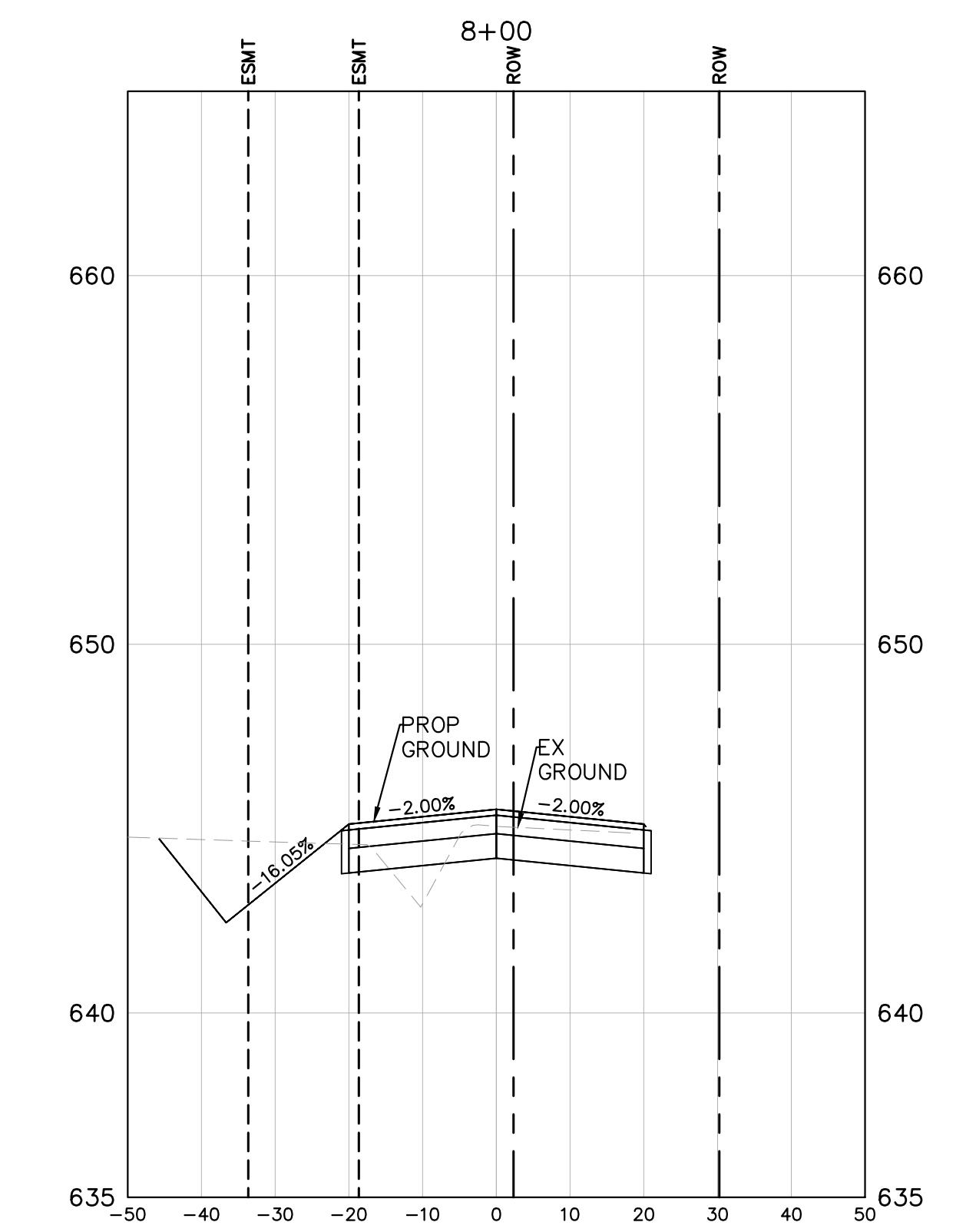
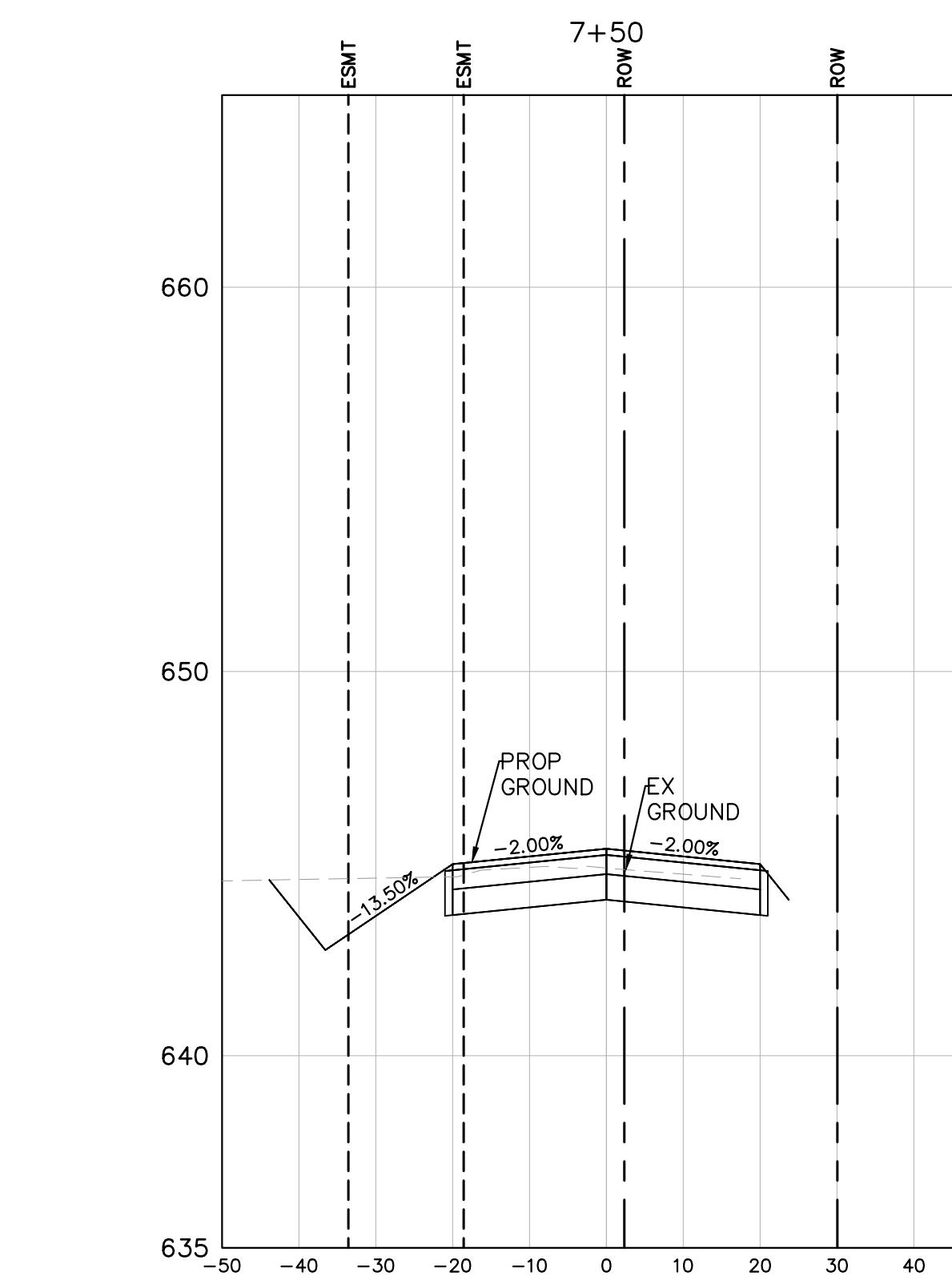
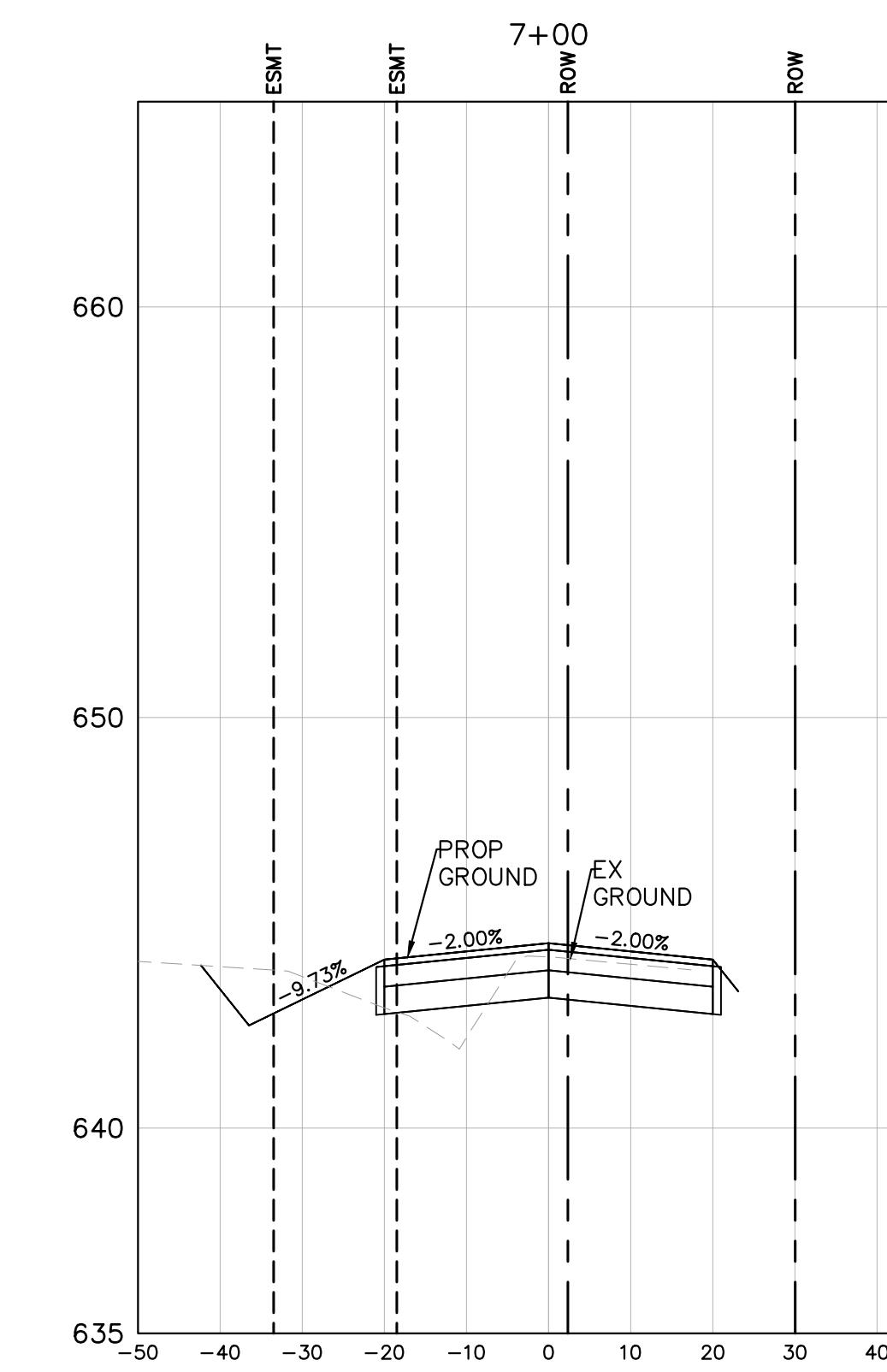
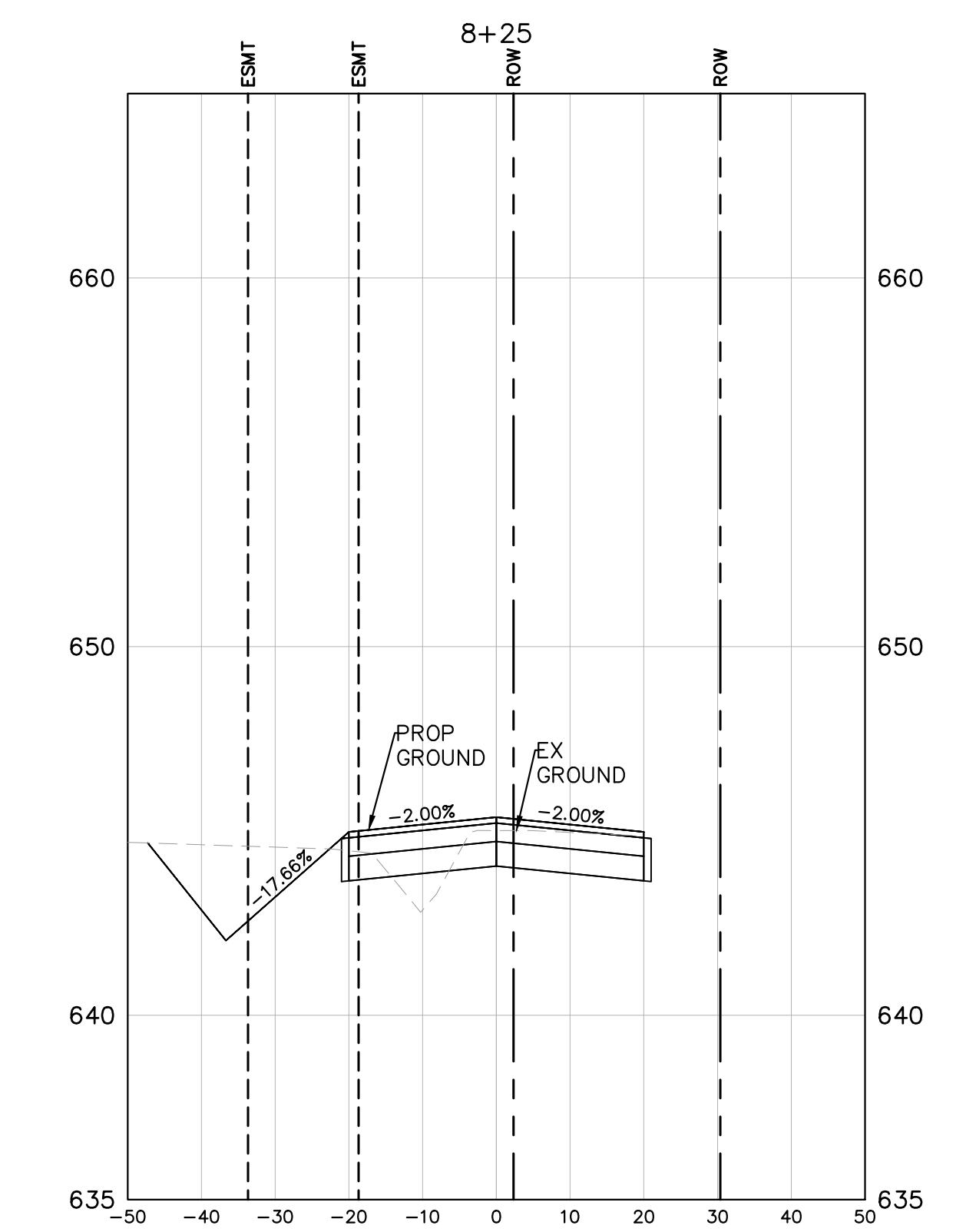
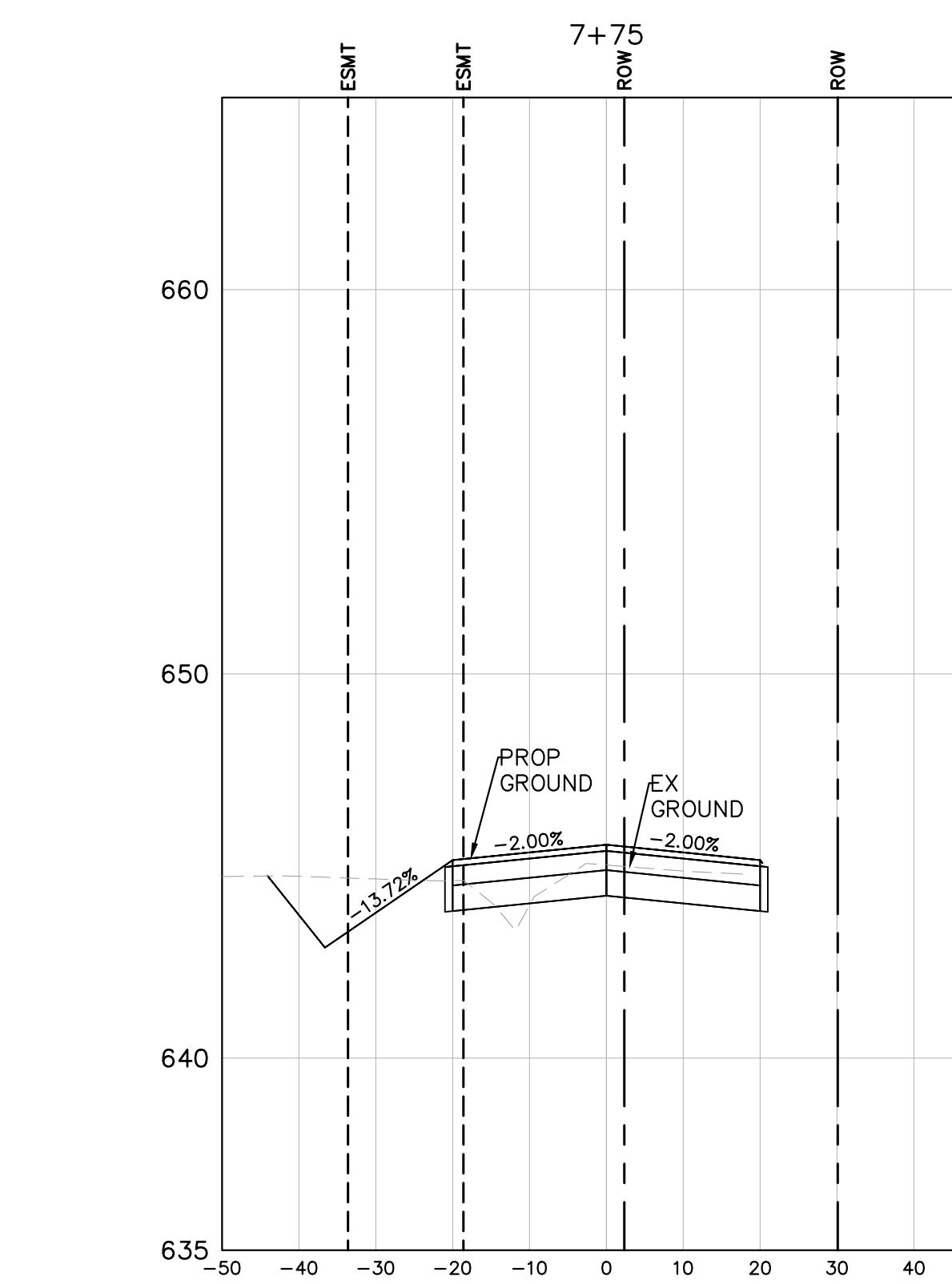
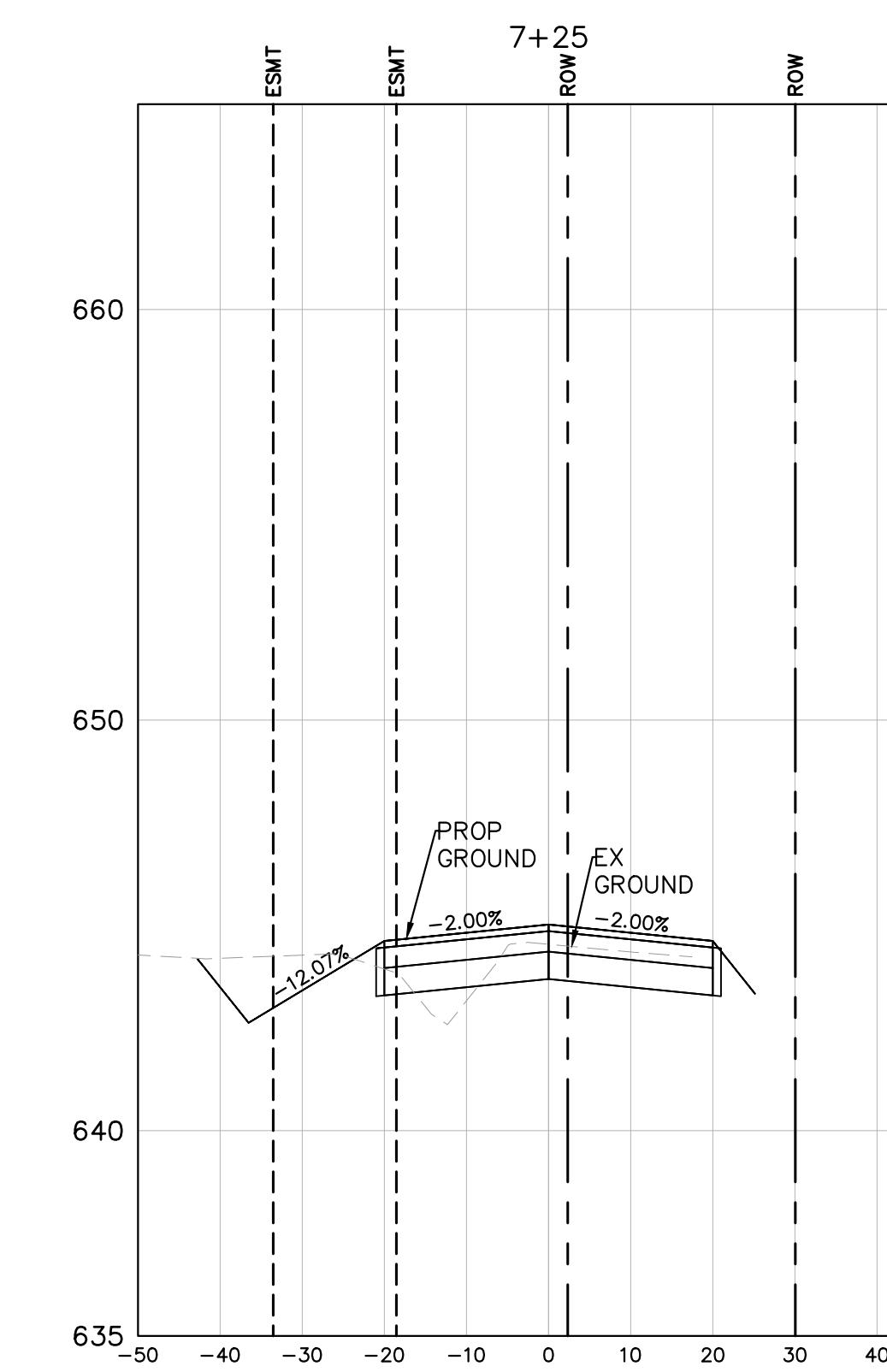
**BRIGHTFARMS**  
**PHASE 1**  
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**TEX GREENHOUSE, LLC**  
CITY OF LORENA, TX  
SHEET NUMBER  
**C-132**

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2 BID SET	05/12/2023 A/L
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REVISIONS	No. 1
DATE	04/13/2023 A/L
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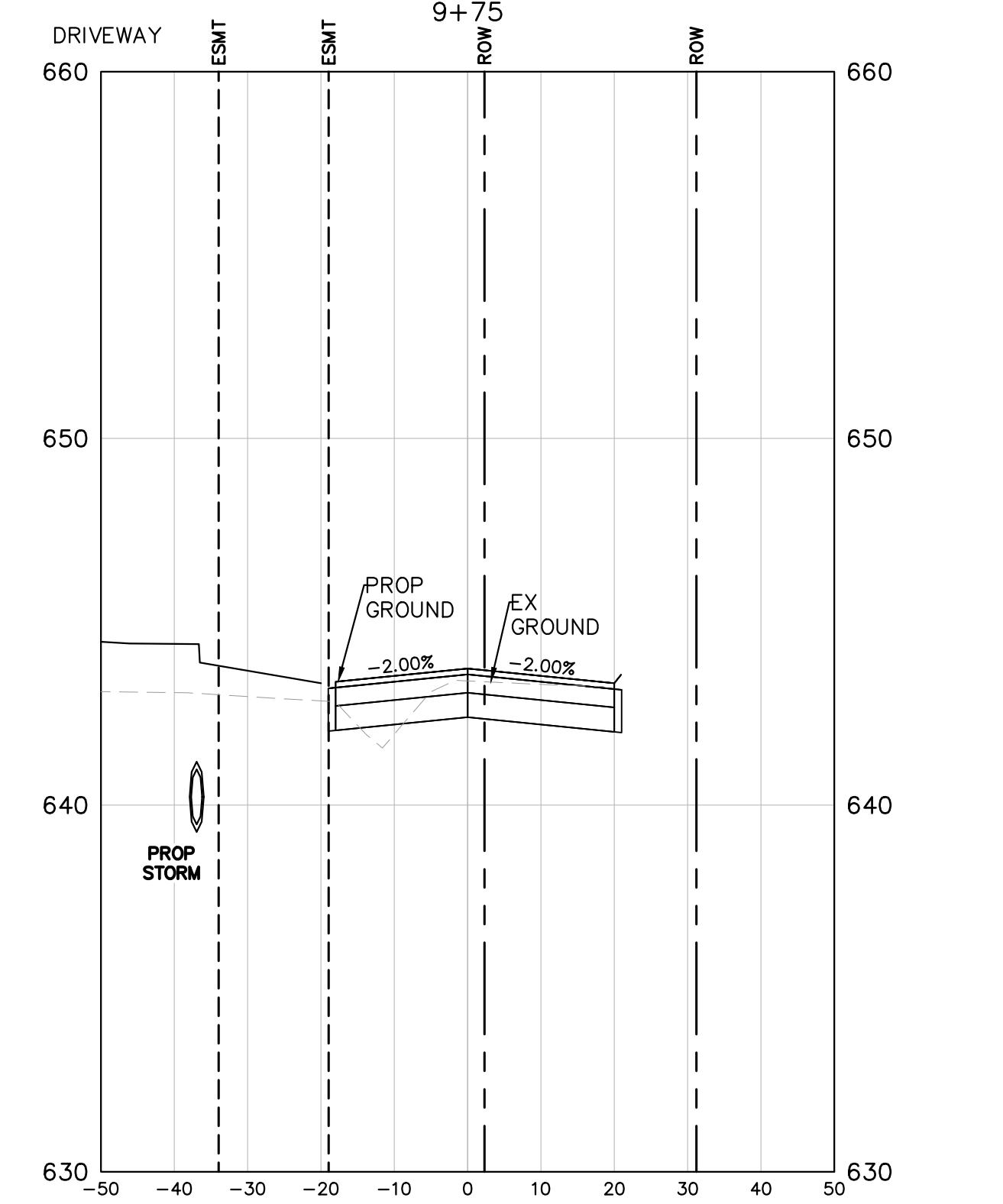
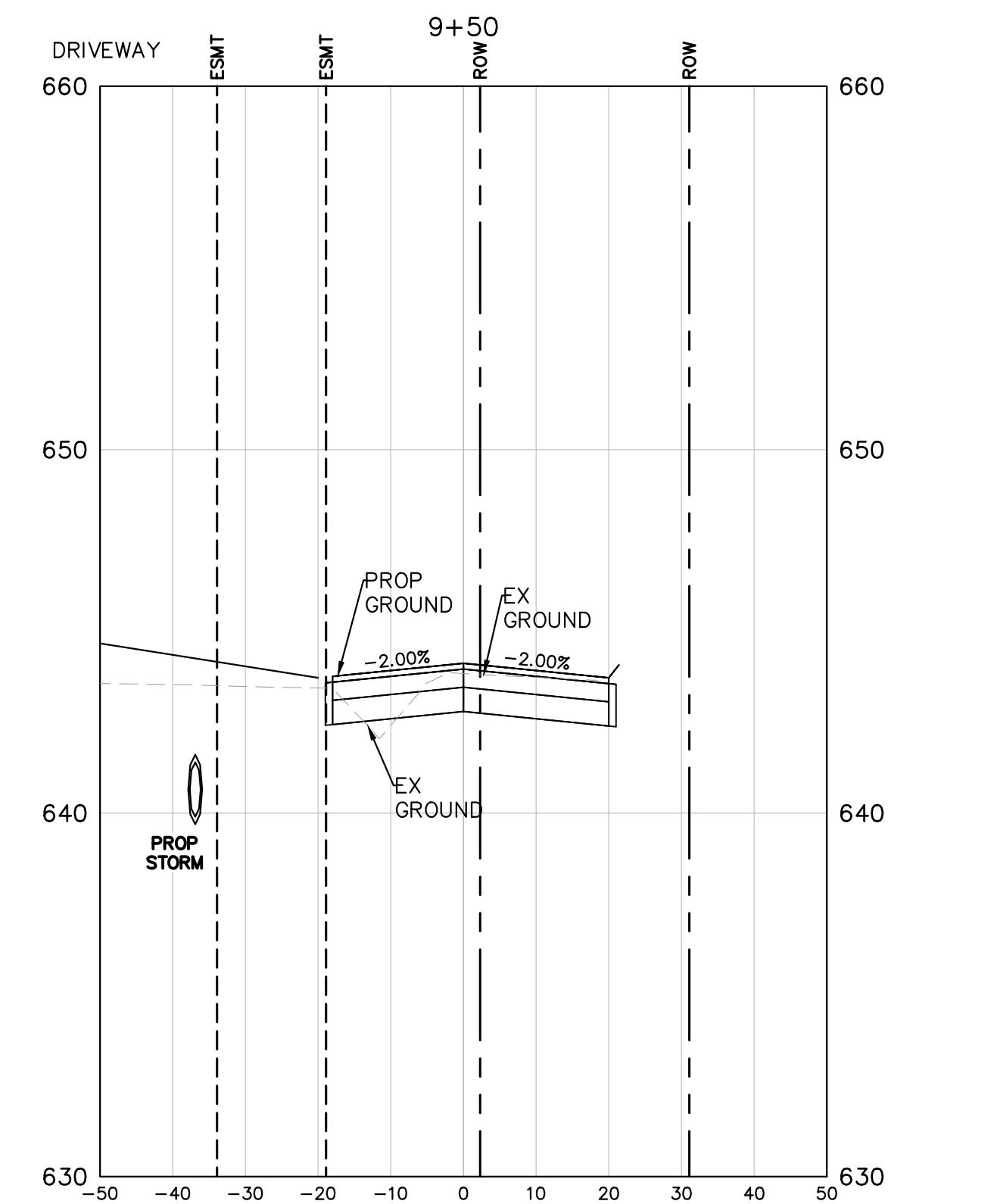
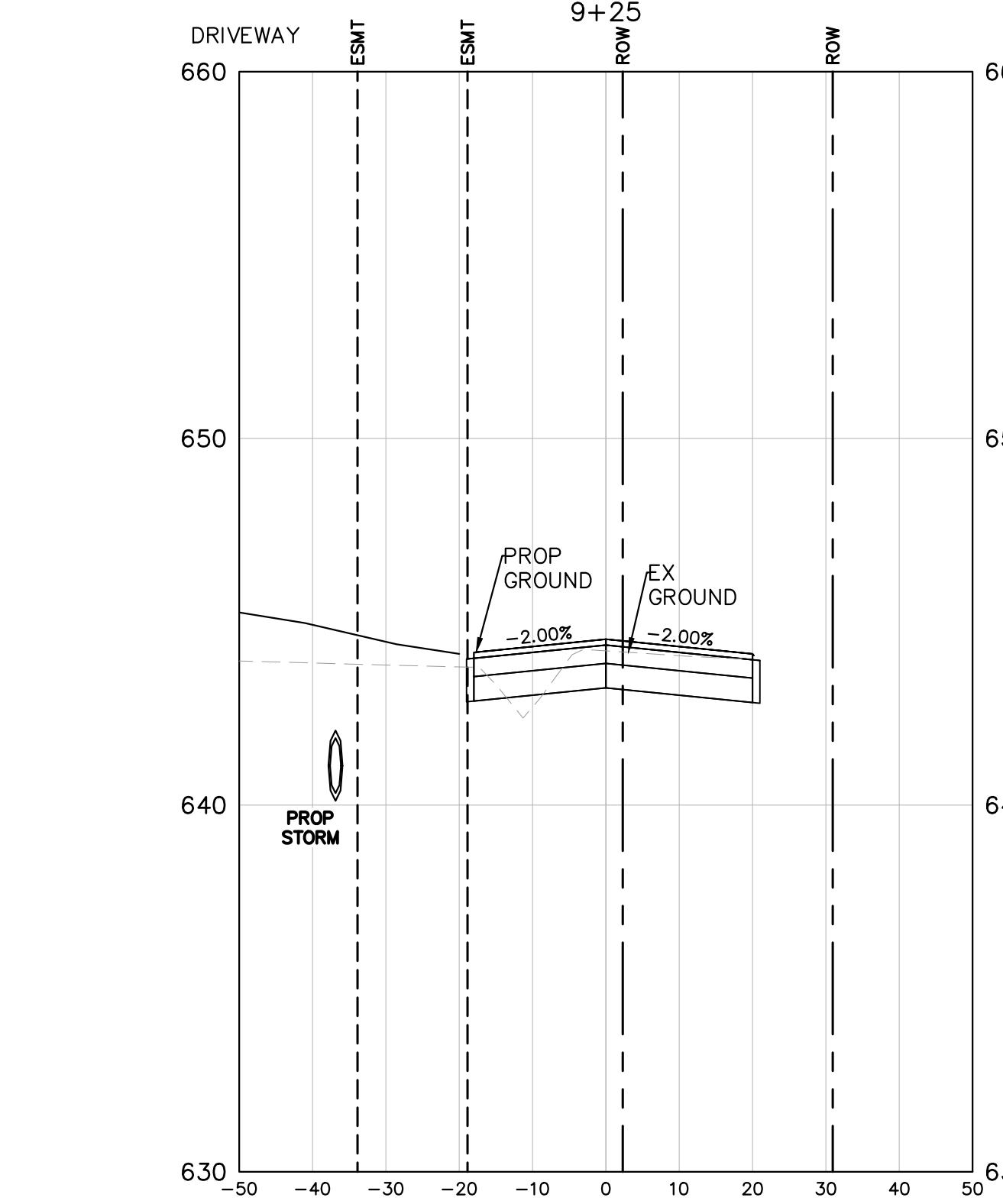
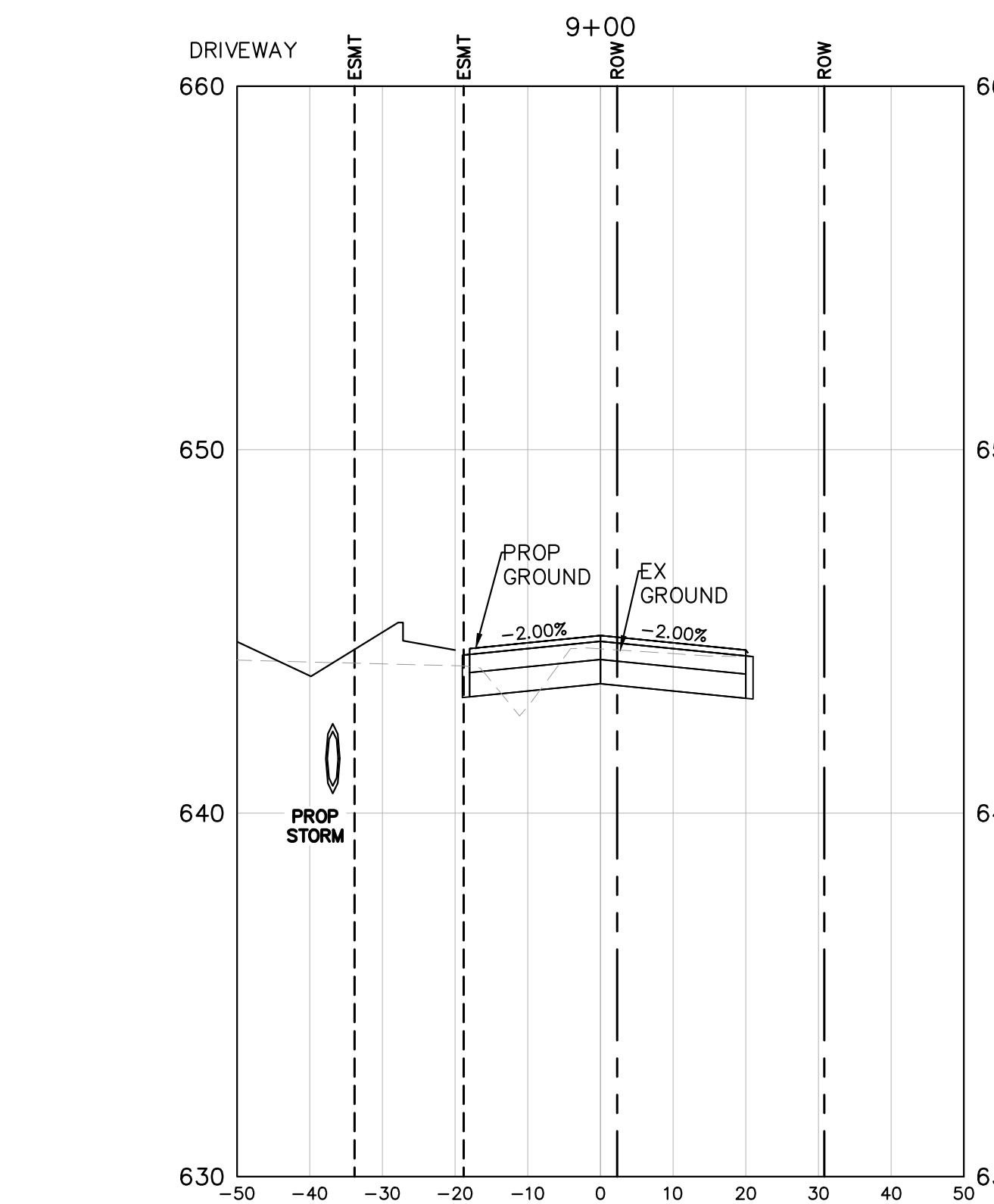
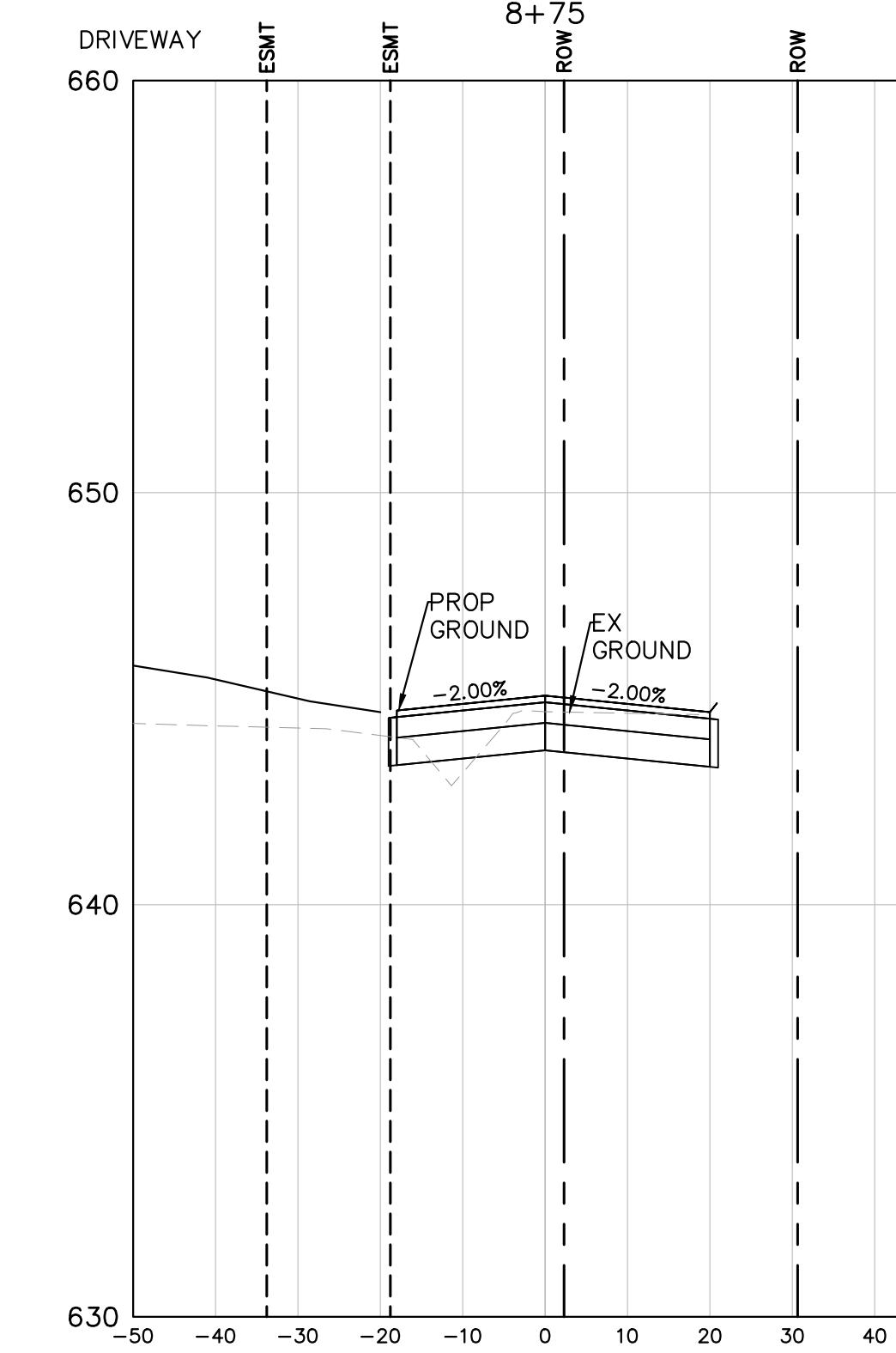
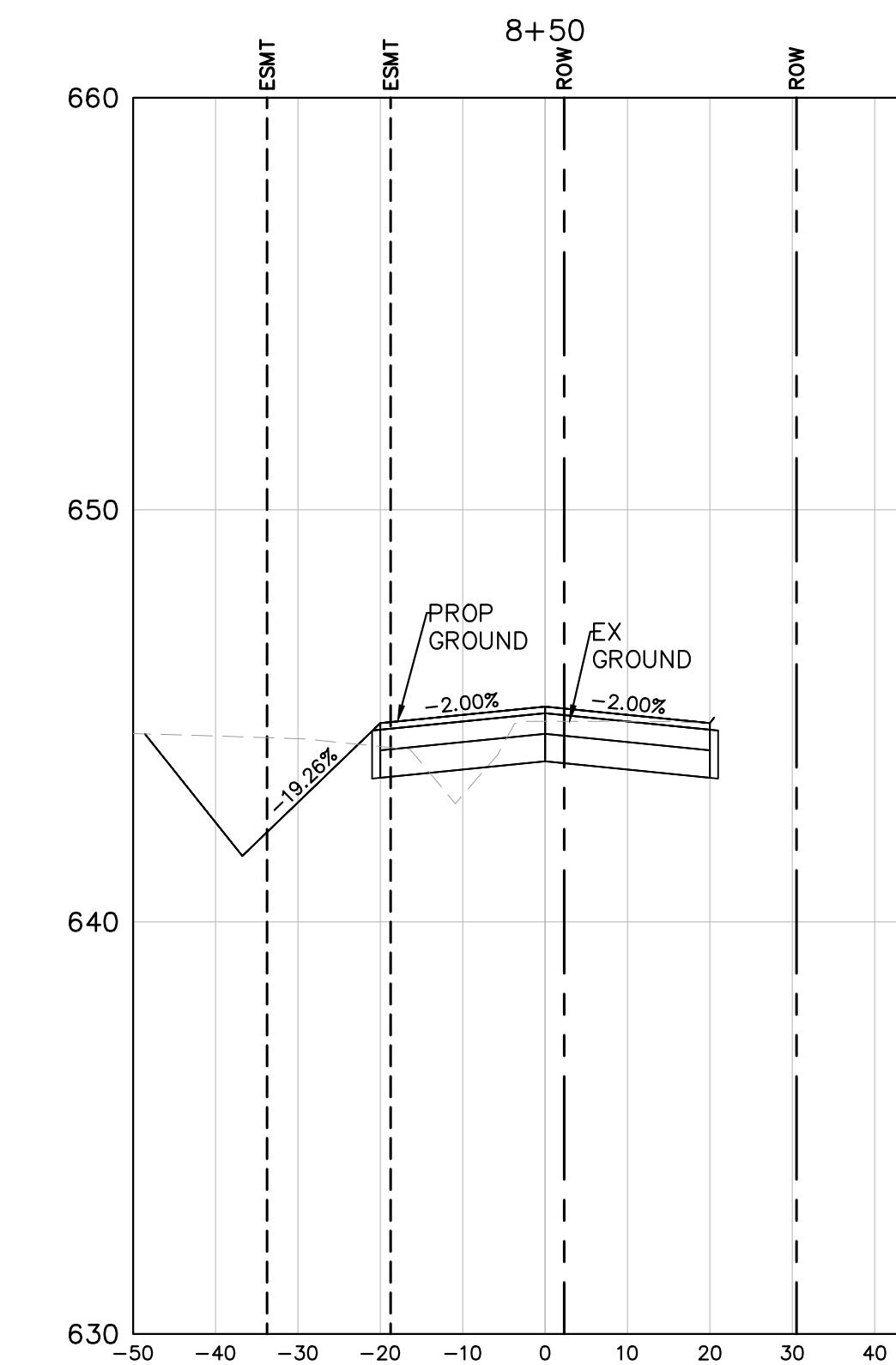


**BRIGHTFARMS**  
**PHASE 1**  
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CITY OF LORENA  
TX  
SHEET NUMBER  
**C-133**

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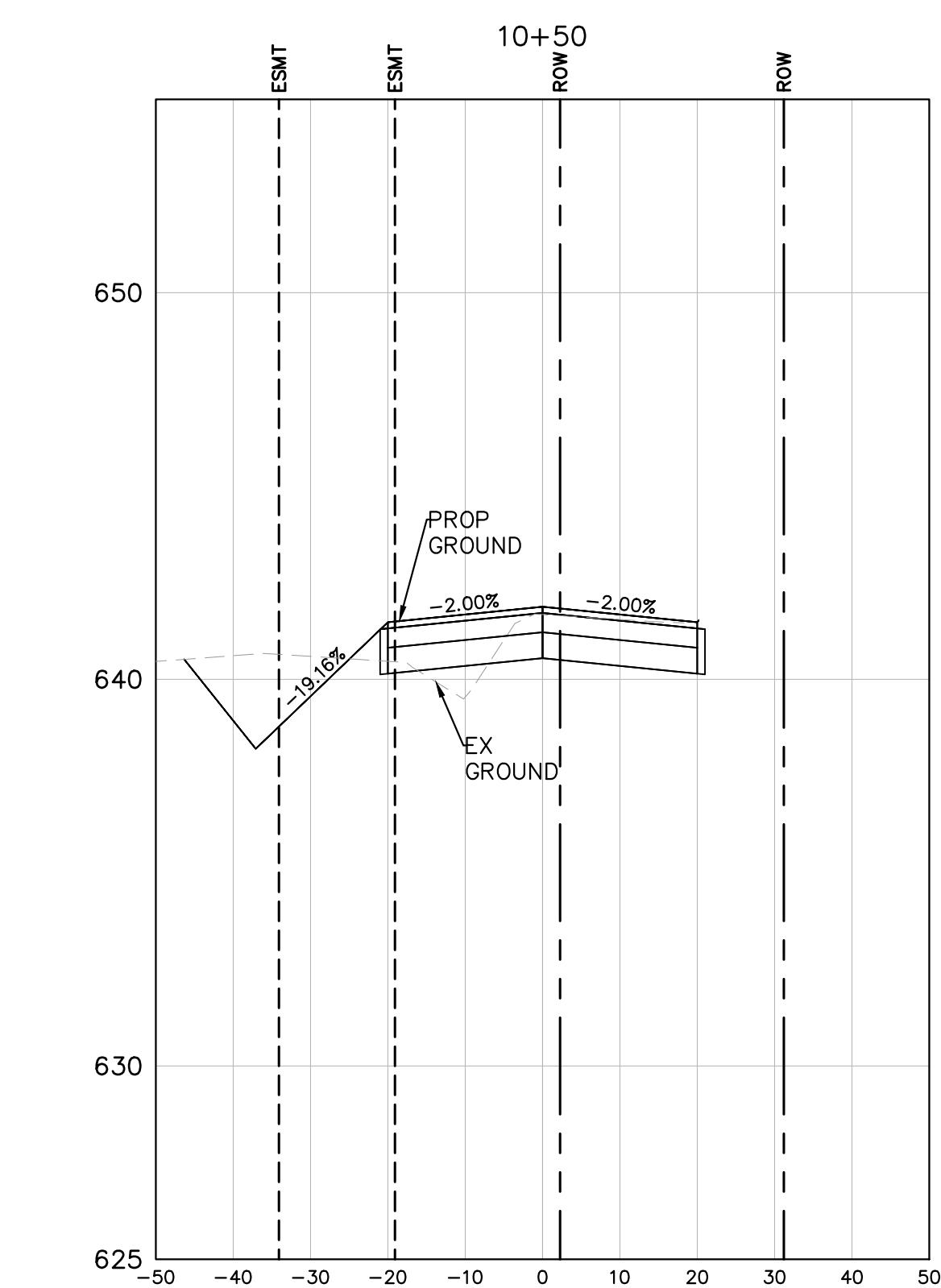
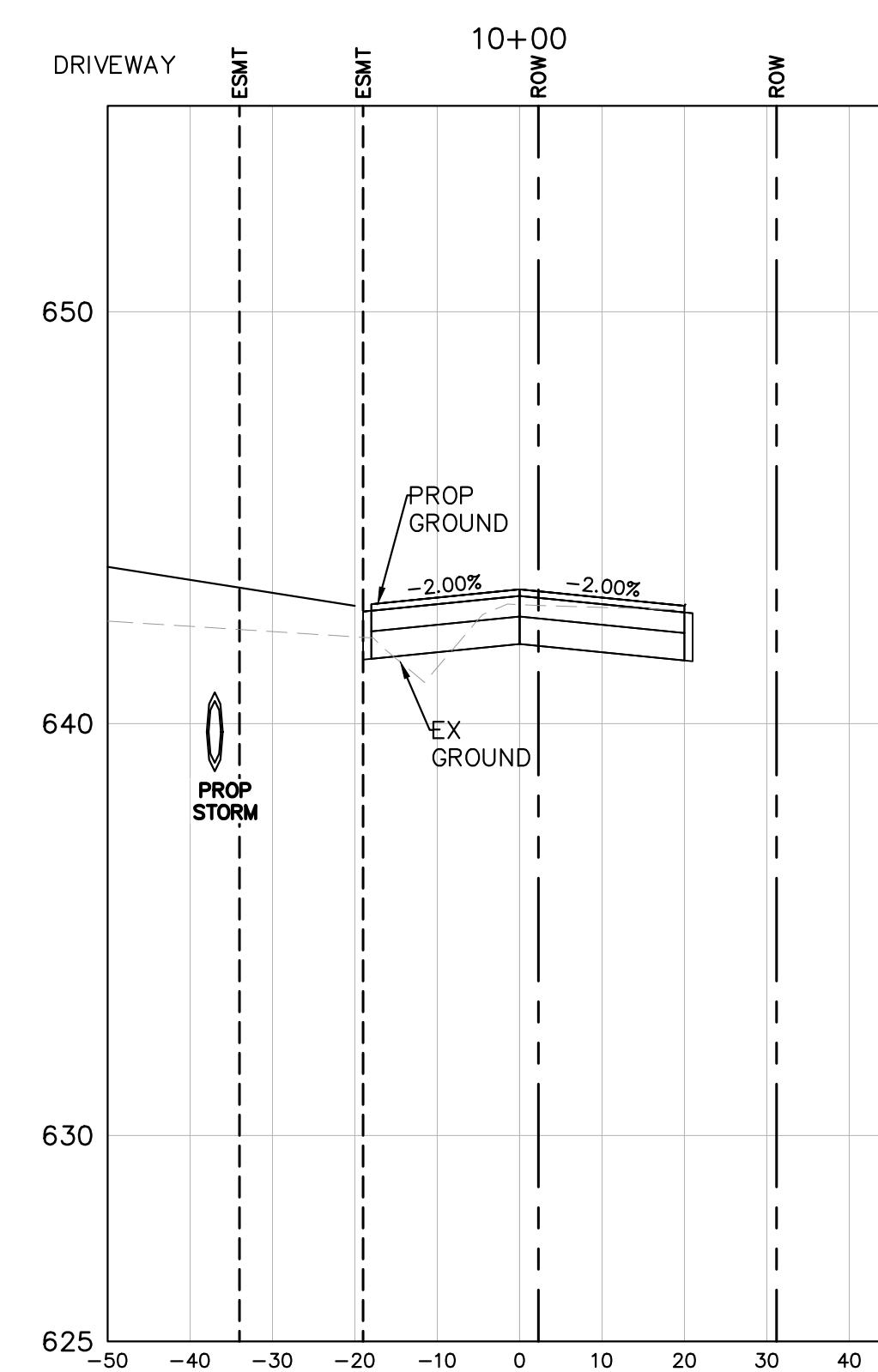
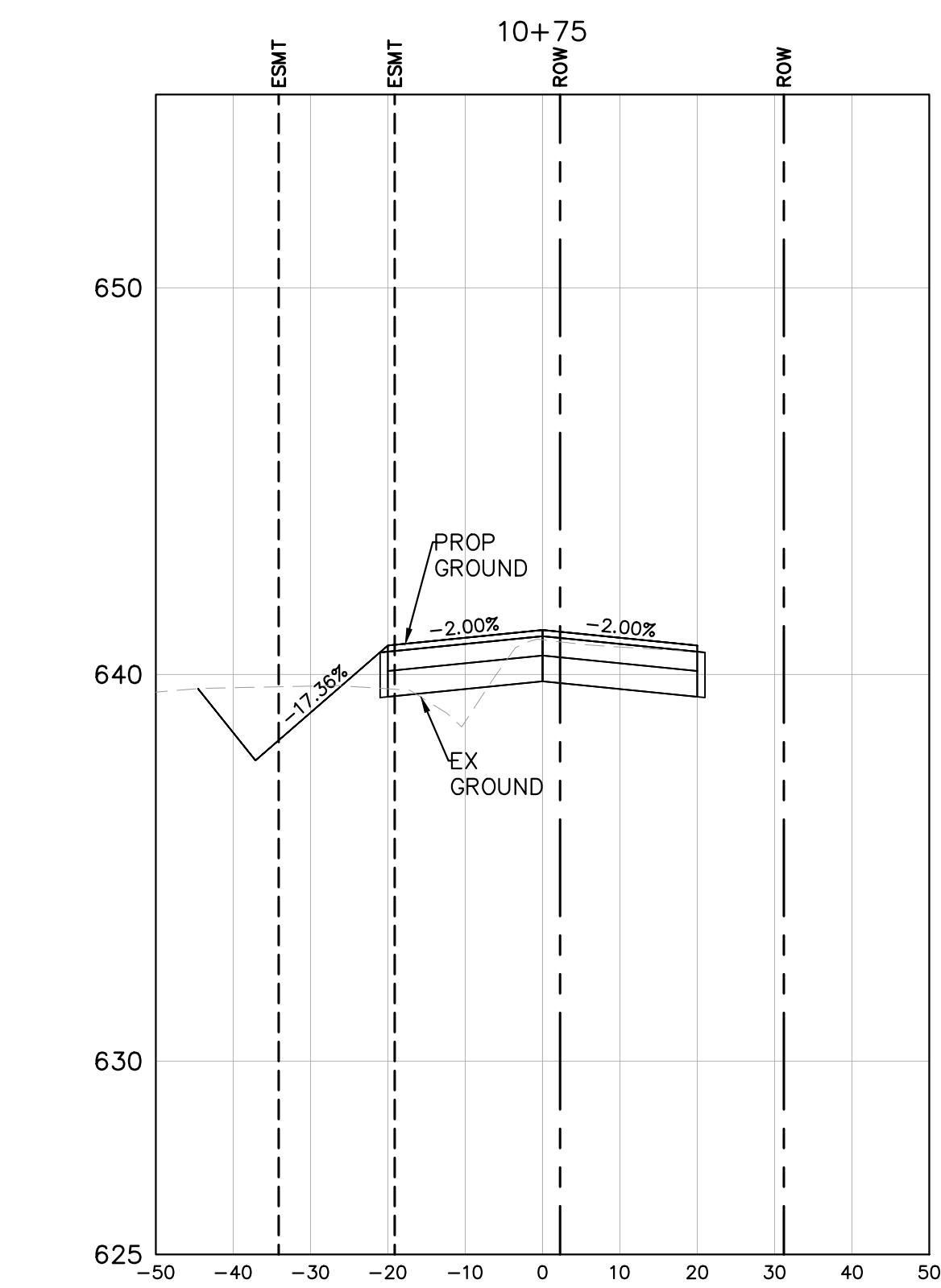
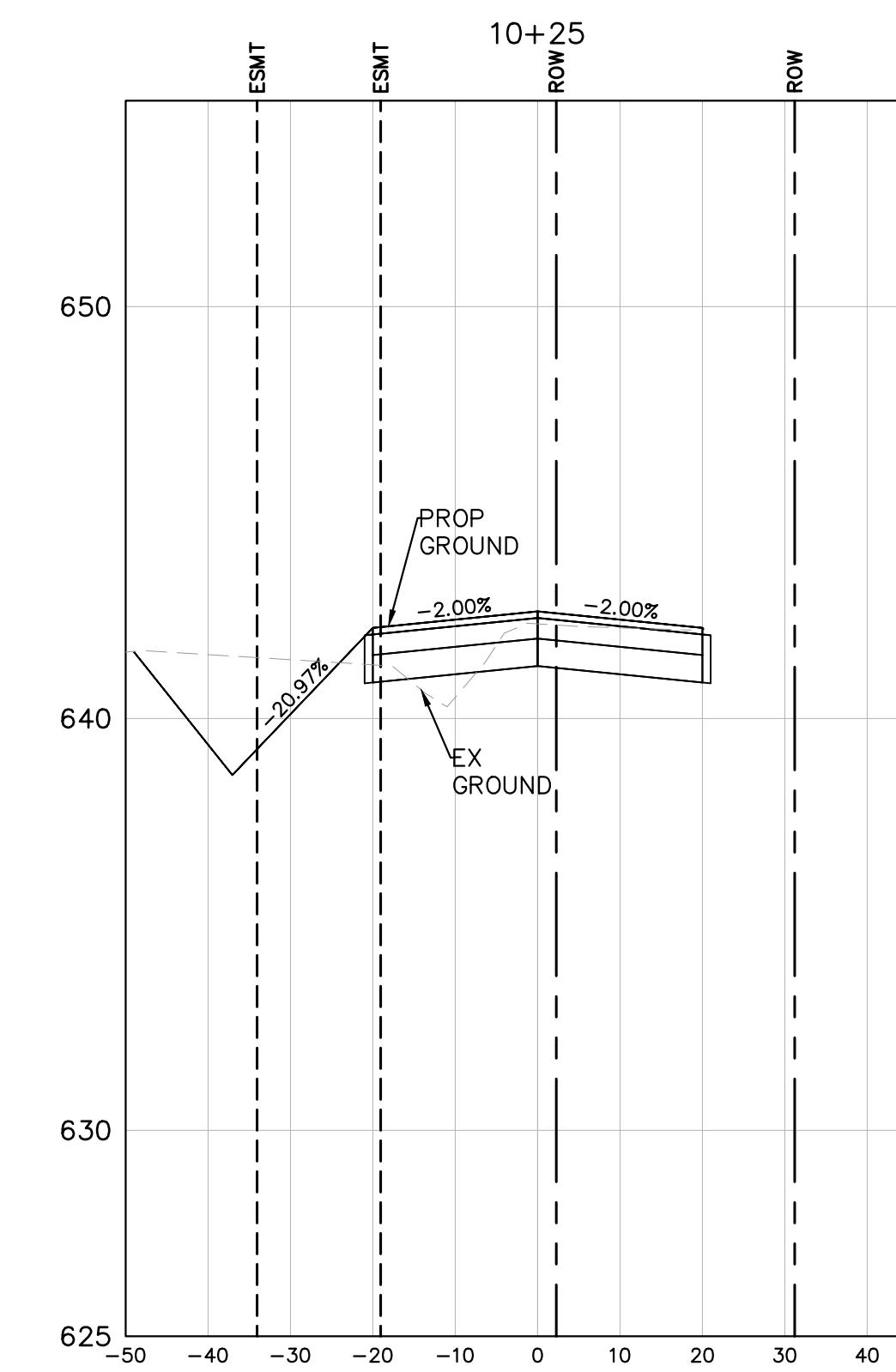
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**PHASE 1**  
PREPARED FOR  
**TEX GREENHOUSE, LLC**  
CITY OF LORENA, TX  
SHEET NUMBER  
**C-134**

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DATE	03/10/2023
SCALE AS SHOWN	
DESIGNED BY	AL
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CITY OF LORENA**

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**SHEET NUMBER  
C-135**

KHA PROJECT  
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DATE  
03/10/2023  
SCALE AS SHOWN

DESIGNED BY  
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DRAWN BY  
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REVISIONS

DATE

BY

## EXHIBIT D

### HB 1295 AND NO BOYCOTT PROVISIONS

#### **HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS.**

##### **A. HB 1295 Compliance.**

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Developer must fill out a conflict of interest form (“Disclosure of Interested Parties”) and file with the Texas Ethics Commission at the time the signed Agreement is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

##### **B. No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the Developer hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

**C. Verification Regarding Energy Company Boycotts.**

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

**D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

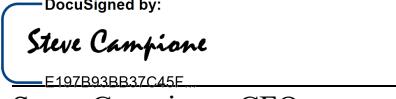
To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do 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 this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

**DEVELOPER:**

**TEX GREENHOUSE LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Steve Campione, CFO

# **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:** June 19, 2023

**APPLICANT:** TEX Greenhouse, LLC

**CASE NUMBER:** FP-2023-03-01

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### **SUMMARY**

Consider the request of TEX Greenhouse LLC, applicant, for approval of a Final Plat of TX Greenhouse Parcel containing one (1) non-residential lots being a 104.738 acre (4,562,399 square feet) tract of land situated in the James Stewart Survey, Abstract No. 956, City of Lorena, McLennan County, Texas, and being all of that certain tract of described in instrument to Tex Greenhouse, LLC recorded in document No. 2022048402 of the Official Public Records of McLennan County, Texas.

### **BACKGROUND**

The applicant is requesting approval of a Final Plat in order to create one (1) non-residential lot for commercial development. The property is located east of IH-35 and adjacent to and on the south side of Old Temple Road. The property is currently zoned BP (Business Park District) and was recently annexed into the City. The intent of this proposed development is to construct large indoor agricultural growing greenhouses in addition to buildings for processing and packaging the product.

The applicant has submitted the final engineering construction plans for the project that have been reviewed by the City Engineer.

The utilities layout indicate the lots will have adequate domestic water and fire protection connecting to the City's water system. The proposed plans indicates the ability to connect to City's existing sanitary sewer system.

The Final Plat conformed to the previously approved Preliminary Plat.

### **ADJACENT LAND USES AND ACCESS**

The subject property is located east Interstate Highway 35 adjacent to and on the south side of Old Temple Road. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property is a commercial business and vacant land.

South: Vacant agricultural property.

East: Large agricultural estate lots.

West: Large agricultural estates lots.

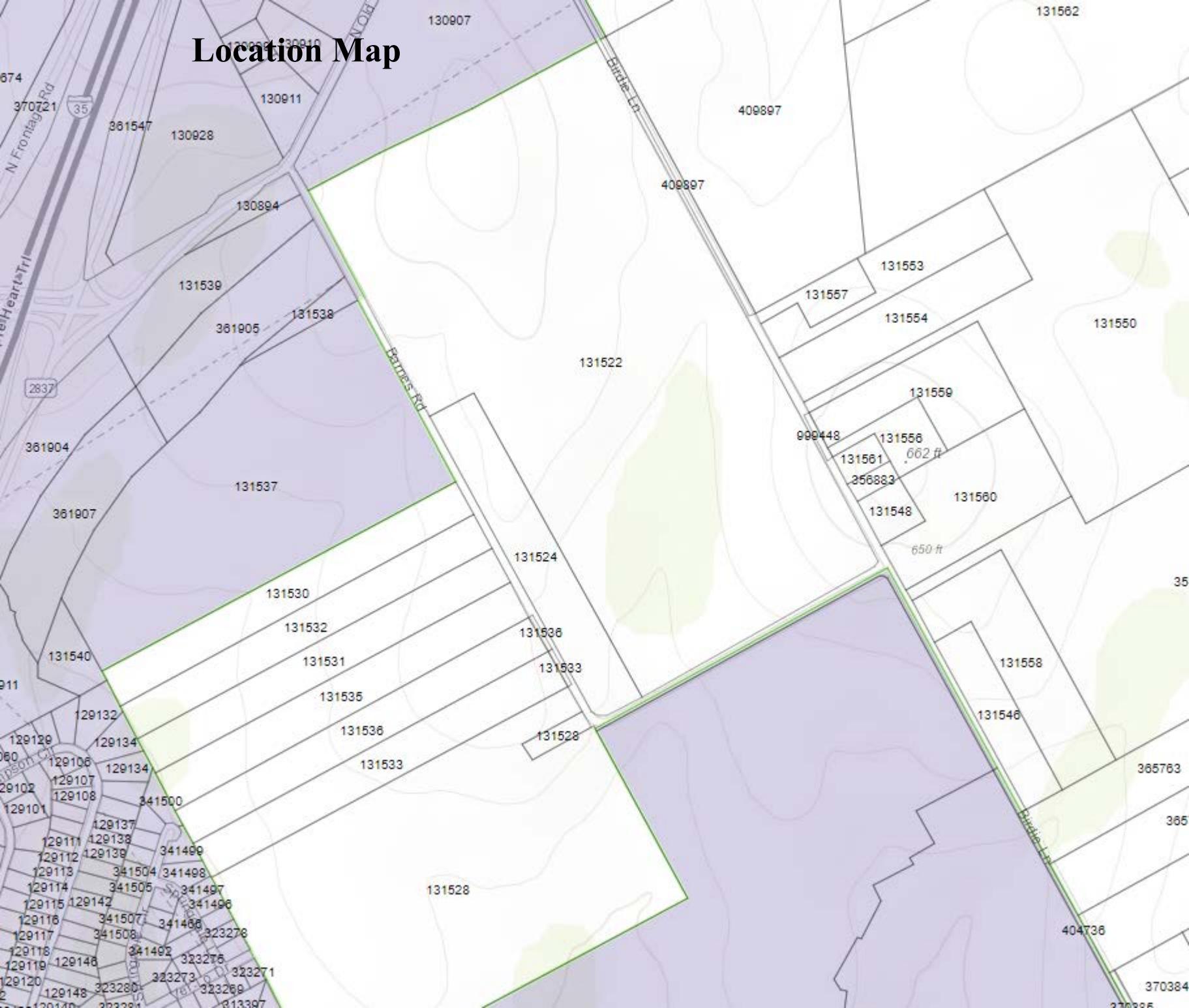
At the May 8, 2023 Planning & Zoning Commission meeting, the Commission approved the Final Plat by a vote of 4-0 with the following conditions:

### **CONDITIONS OF APPROVAL**

The Final Plat meets the City's criteria for approval with the following conditions:

1. That a Developer's Agreement be approved by the City Council for the improvements to be determined for the surrounding perimeter roads.
2. That the final engineering construction plans be approved by the City Engineer.

# Location Map



**VICINITY AND KEY MAP**

NOT TO SCALE

NORTH

PACIFIC

UNION

35

22

OLD WACO-TEMPLE

SHEET 2

BIRDIE

BARNES

SHEET 1

SOUTHWINDS

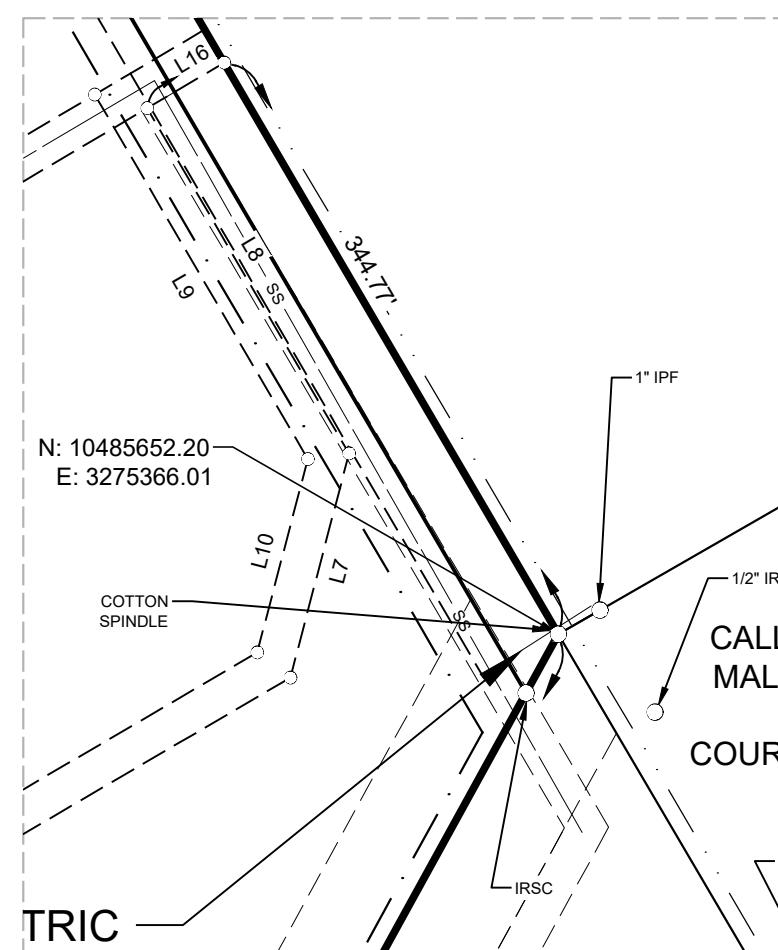
CASTRO CENTER

0.9

SITE

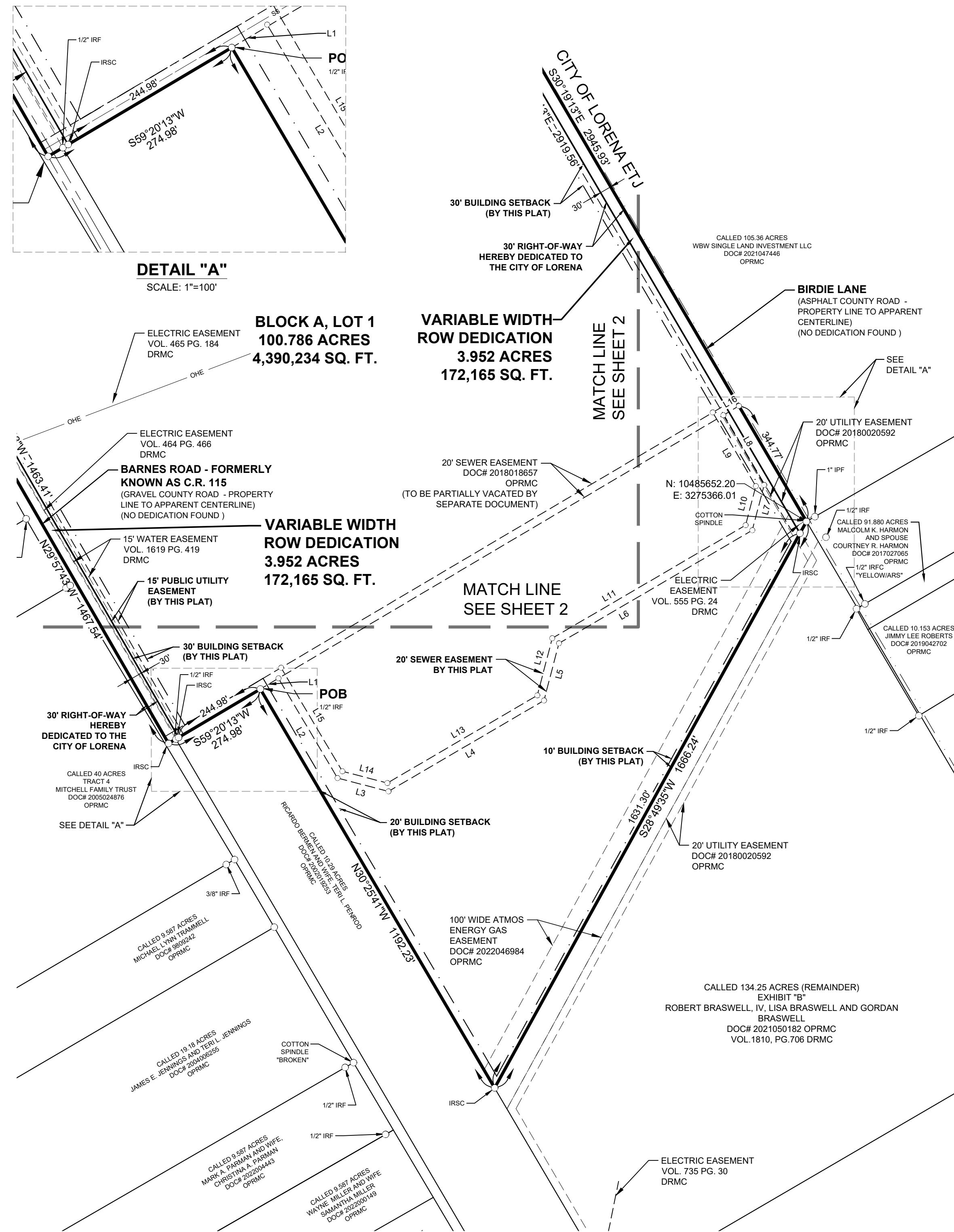
SURVEYOR'S NOT

1. ALL PROPERTY CORNERS ARE MONUMENTED WITH A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" UNLESS OTHERWISE NOTED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



## DETAIL "B"

SCALE: 1"=100'



## PLAT NOTI

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 DEDICATED BY THIS 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.

CASE NO. FP-2023-03-1

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Kimley-Horn and Associates, Inc.  
All rights reserved

SUBDIVISION PLAT ESTABLISHING  
**TX GREENHOUSE PARCEL**

BEING A TOTAL OF 104.738 ACRES OUT OF THE JAMES STEWART SURVEY, ABSTRACT NO. 815 AND THE ERASTUS YEAMEN SURVEY, ABSTRACT NO. 956, CITY OF LORENA, MCLENNAN COUNTY, TEXAS; AND BEING ALL OF THAT CERTAIN 104.738 TRACT OF LAND DESCRIBED IN INSTRUMENT TO TEX GREENHOUSE, LLC, RECORDED IN DOCUMENT NO. 2022048402 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS



0 100 200

GRAPHIC SCALE IN FEET

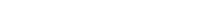
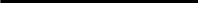
# Kimley »» Horn

## LEGEND

---

POB	POINT OF BEGINNING
IRF	1/2" IRON ROD FOUND
IRFC	1/2" IRON ROD W/PLASTIC CAP FOUND
MNS	MAG NAIL SET
ROW	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
OPRMC	OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY
DRMC	DEED RECORDS OF MCLENNAN COUNTY

## LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE
	OHE
	OVERHEAD UTILITY LINE
	DEDICATION LINE
	APPROXIMATE SURVEY ABSTRACT LINE

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N59°23'51"E	54.28'	L9	S30°19'05"E	219.89'
L2	S30°37'43"E	298.62'	L10	S14°40'47"W	104.10'
L3	S75°19'13"E	135.84'	L11	S59°40'47"W	577.12'
L4	N59°40'47"E	464.09'	L12	S14°40'47"W	152.21'
L5	N14°40'47"E	152.21'	L13	S59°40'47"W	447.52'
L6	N59°40'47"E	577.12'	L14	N75°19'13"W	119.90'
L7	N14°40'47"E	120.67'	L15	N30°37'43"W	309.99'
L8	N30°19'05"W	208.27'	L16	S59°23'51"W	46.57'

OWNER/DEVELOPER:  
TEX GREENHOUSE, LLC  
50 S BUCKHOUT STREET, SUITE 202  
IRVINGTON, NEW YORK 10533  
PH: (267) 992-0624  
CONTACT: KATE POWELL

CALLED 134.25 ACRES (REMAINDER)  
EXHIBIT "B"  
ROBERT BRASWELL, IV, LISA BRASWELL AND GORDAN  
BRASWELL  
DOC# 2021050182 OPRMC  
VOL 1819 PG 700 OPRMC

SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 6330  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH: (210) 541-9166  
CONTACT: GREG MOSIER, R.P.L.S.

CIVIL ENGINEER:  
KIMLEY-HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 6330  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH: (210) 541-9166  
CONTACT: TEE MUELLER, P.E.

SHEET 1 OF 3



STATE OF TEXAS  
COUNTY OF MCLENNAN

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE TX GREENHOUSE PARCEL 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. I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE TX GREENHOUSE PARCEL ADDITION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND / OR EXACCTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED.

THERE ARE NO LIENS AGAINST THE PROPERTY.

OWNER FOR \_\_\_\_\_

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 THEREIN STATED.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_. 2\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:

STATE OF TEXAS  
COUNTY OF MCLENNAN

WHEREAS TEX GREENHOUSE, LLC, A DELEWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, IS THE SOLE OWNER OF A TRACT OF LAND SITUATED IN THE JAMES STEWART SURVEY, ABSTRACT 815 AND THE ERASTUS YEAMEN SURVEY, ABSTRACT 956, CITY OF LORENA, COUNTY OF MCLENNAN, ACCORDING TO THE DEED RECORDED IN DOCUMENT NO. 2022048402, OFFICIAL PUBLIC RECORDS, MCLENNAN COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A 104.738 ACRE (4,562,399 SQUARE FEET) TRACT OF LAND SITUATED IN THE JAMES STEWART SURVEY, ABSTRACT 815, AND THE ERASTUS YEAMEN SURVEY, ABSTRACT 956, CITY OF LORENA, MCLENNAN COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 134.25 ACRE TRACT DESCRIBED IN INSTRUMENT TO TEX GREENHOUSE, LLC, IN DOCUMENT NUMBER 2022048402 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A  $\frac{1}{2}$ -INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF THAT CERTAIN 10.29 ACRE TRACT DESCRIBED IN INSTRUMENT TO RICARDO BERMEN AND WIFE TERI L. PERNOD IN DOCUMENT NUMBER 2002019253 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, AND MARKING A SOUTHWESTERLY INTERIOR CORNER OF SAID 134.25 ACRE TRACT;

THENCE, SOUTH  $59^{\circ}20'13''$  WEST, 274.98 FEET ALONG THE COMMON LINE OF SAID 10.29 ACRE TRACT AND SAID 134.25 ACRE TRACT TO A  $\frac{1}{2}$ -INCH IRON ROD WITH A RED PLASTIC CAP STAMPED "KHA" SET IN GRAVEL, ON THE CENTERLINE OF BARNES ROAD (FORMERLY KNOWN AS CR-115, NO DEDICATION FOUND);

THENCE, NORTH  $29^{\circ}57'43''$  WEST, 1467.54 FEET ALONG SAID CENTERLINE OF BARNES ROAD TO A MAG NAIL WITH SHINER STAMPED "KHA" SET, MARKING THE SOUTHWEST CORNER OF THAT CERTAIN 2.3 ACRE TRACT DESCRIBED IN INSTRUMENT TO THE COUNTY OF MCLENNAN IN VOLUME 271 PAGE 509 IN THE DEED RECORDS OF MCLENNAN COUNTY, AND BEING THE NORTHWEST CORNER OF SAID 134.25 ACRE TRACT;

THENCE, NORTH  $25^{\circ}45'22''$  EAST, 2046.90 FEET ALONG THE COMMON LINE OF OLD TEMPLE ROAD (50 FEET WIDE) AND SAID 134.25 ACRE TRACT TO A MAG NAIL WITH SHINER STAMPED "KHA" SET AT THE INTERSECTION WITH THE CENTERLINE OF BIRDIE LANE (NO DEDICATION FOUND), MARKING THE NORTH CORNER OF THE SAID 134.25 ACRE TRACT. SAID SET ROD BEARS SOUTH  $30^{\circ}16'34''$  EAST, 23.66 FEET FROM A COTTON SPINDLE BEING THE NORTHEAST CORNER OF THAT CERTAIN 105.36 ACRE TRACT DESCRIBED IN INSTRUMENT TO WBW SINGLE LAND INVESTMENT LLC IN DOCUMENT NUMBER 2021047446 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY;

THENCE, SOUTH  $30^{\circ}19'13''$  EAST, 2945.93 FEET ALONG THE COMMON LINE OF SAID 105.36 ACRE TRACT AND THE CENTERLINE OF BIRDIE LANE TO A COTTON SPINDLE FOUND FOR CORNER;

THENCE, SOUTH  $28^{\circ}49'35''$  WEST, 1666.24 FEET CROSSING THE AFORESAID 134.25 ACRE TRACT TO A  $\frac{1}{2}$ -INCH IRON ROD WITH A RED PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE, NORTH  $30^{\circ}25'41''$  WEST, 1192.23 FEET ALONG THE COMMON LINE OF THE AFORESAID 10.29 ACRE TRACT AND THE SAID 134.25 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 104.738 ACRES IN MCLENNAN COUNTY, TEXAS. THE BASIS OF THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.9998800144. THIS DESCRIPTION WAS GENERATED ON 4/27/2022 AT 4:50 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:ISNA\_SURVEY\CAD-LORENA 60 AC SITE\DWG\LORENA BASE.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, 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 HEREBEFORE DESCRIBED PROPERTY AS \_\_\_\_\_ 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 \_\_\_\_\_. 2\_\_\_\_.

STATE OF TEXAS  
COUNTY OF MCLENNAN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ OF TEX GREENHOUSE, LLC A DELAWARE LIMITED LIABILITY COMPANY (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 \_\_\_\_\_. 2\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:

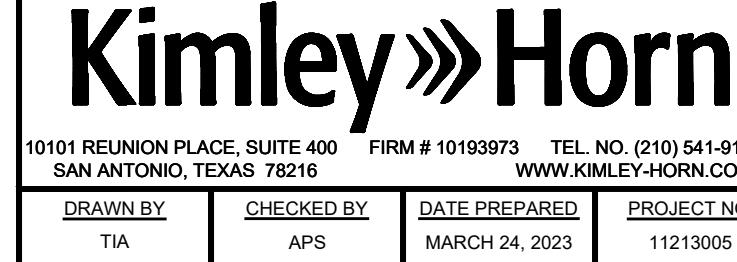
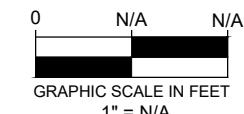
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF \_\_\_\_\_ ADDITION TO THE CITY OF LORENA, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LORENA ON THE \_\_\_\_ DAY OF \_\_\_\_\_. 2\_\_\_\_\_. THIS APPROVAL SHALL BE INVALID UNLESS THE APPROVED PLAT FOR SUCH ADDITION IS RECORDED IN THE OFFICE 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

SUBDIVISION PLAT ESTABLISHING  
**TX GREENHOUSE PARCEL**

BEING A TOTAL OF 104.738 ACRES OUT OF THE JAMES STEWART SURVEY, ABSTRACT NO. 815 AND THE ERASTUS YEAMEN SURVEY, ABSTRACT NO. 956, CITY OF LORENA, MCLENNAN COUNTY, TEXAS; AND BEING ALL OF THAT CERTAIN 104.738 TRACT OF LAND DESCRIBED IN INSTRUMENT TO TEX GREENHOUSE, LLC, RECORDED IN DOCUMENT NO. 2022048402 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.



THIS IS TO CERTIFY THAT I, JOHN G. MOSIER, 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.

JOHN G. MOSIER, SURVEYOR

TEXAS R.P.L.S. NO. \_\_\_\_\_

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

5/16/2023 2:38 PM

DWG NAME: K:ISNA\_SURVEY\112131005-LORENA 60 AC SITE\DWG\PLATS\BRIGHT FARMS LORENA FINAL PLAT 05-16-23.DWG PLOTTED BY HEATH, TIA 5/18/2023 4:20 PM LAST SAVED

**Subject:** Discussion and possible action to adopt ordinance 2023-0619-XX amending section 6.08 of the City of Lorena's Subdivision Ordinance.

**Background Information:**

Section 6.08 of the subdivision ordinance relates to the warranty and maintenance bond requirements for public infrastructure. Currently when a developer installs new public infrastructure such as streets, water mains, sewer lines, and etc. the developer is required to warranty the improvements for a period of two (2) years, however they are only required to provide a maintenance bond to the City for a period of one (1) year. This means that the developer has to warranty for two years, but only one of the two years of warranty is secured by the maintenance bond requirement. Also, the only option for developers is to purchase a maintenance bond, and provide it to the city. There is a large number of cities that offer additional options for developers such as irrevocable letters of credit.

**Current Finding:**

The City of Lorena has been asked by a current developer and the developers attorney to accept an irrevocable letter of credit. The City does not have an option in place in our current ordinance to allow City Staff to accept the irrevocable letter of credit in place of the required maintenance bond. The proposed language that has been drafted by our City Attorney would allow City Staff to accept an irrevocable letter of credit in lieu of a maintenance bond. The City Attorney also suggested that we review the two-year warranty period with only one year of the warranty being guaranteed. The City Attorney offered the following examples of what options could be considered.

1. Leave the wording as is 2-year warranty period with a 1-year guarantee.
2. Change to a 2-year warranty period with a 2-year guarantee.
3. Change to a 1-year warranty period with a 1-year guarantee.
4. Any combination of number of years and number of years guaranteed.

The City Attorney also tasked the City Manager to research what other cities in Central Texas are requiring of their developers when it comes the warranty period and guaranteed period of time.

After much research the following cities currently require a 1-year warranty period with a 1-year maintenance guarantee: Waco, Woodway, Hewitt, Robinson, Belton, Copperas Cove, and Troy.

The following city currently require a 2-year warranty period with a 2-year maintenance guarantee: Taylor

The following cities currently require some type of hybrid: Harker Heights 1 year for water and sewer, and 2 years for streets and storm water. Killeen 2 years for public improvements outside of roadway, and 3 years for public improvements beneath roadways.

**Recommendation:**

Have City Council decide if they would like to allow City Staff to have the ability to accept irrevocable letters of credit in lieu of maintenance bonds, and decide if there should be any change to the warranty period and/or period of time guaranteed for maintenance.

ORDINANCE NO. 2023-0619-01

**AN ORDINANCE OF THE CITY OF LORENA, TEXAS AMENDING  
SECTION 6.08(B) WARRANTY AFTER CONSTRUCTION OF THE  
SUBDIVISION ORDINANCE OF THE CITY OF LORENA;  
AUTHORIZING THE USE OF AN IRREVOCABLE LETTER OF CREDIT  
ACCEPTABLE TO THE CITY ISSUED BY A FEDERALLY INSURED  
BANKING INSTITUTION**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LORENA, TEXAS AS  
FOLLOWS:

**Section 1.** Section 6.08(B) Warranty After Construction of the Code of Ordinances of  
the City of Lorena is amended to read as follows:

The developer shall covenant to warranty the required public works improvements for a period of two (2) years following issuance of a letter of acceptance by the City of all required public improvements and shall provide a maintenance bond or irrevocable letter of credit in the amount of the cost to construct the improvements guaranteeing the maintenance and good condition of the improvements, ensuring the repair and replacement of all defective work due to faulty materials and workmanship that appear within a period of one (1) year from the date of acceptance of the improvements by the City. Any such bond must be issued by a Best-rated surety company that meets the requirements of Section 6.07.d. Any such irrevocable letter of credit must be, in form and content, acceptable to the City and any such letter of credit must be issued by a federally insured banking institution.

PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF LORENA, TEXAS**

ATTEST: \_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

**Subject:** Discussion and possible action to accept phase I of the Arches subdivision as complete and enter into the maintenance period as specified in section 6.08 of the subdivision ordinance.

**Background Information:**

Phase I of the Arches subdivision has been substantially complete since April 10, 2023. The City engineer recommend acceptance on April 13, 2023, and issued an acceptance letter, contingent on receiving the required maintenance bond, to the City in accordance with City policy.

**Current Finding:**

The developer for the Arches subdivision along with his attorney has requested that the City of Lorena allow the developer to submit an irrevocable letter of credit in lieu of the maintenance bond requirement. The City of Lorena received the irrevocable letter of credit on Friday, June 9, 2023. Should the council vote to amend the language of the current subdivision ordinance in the previous council agenda item, then this agenda item can be considered for action. Should the council vote not to amend the language of the subdivision ordinance then the council will not be able to have action on this agenda item, and this item will have to be carried in the meeting as "no action".

Attachments to this write up are:

1. Recommendation Letter of Acceptance from the City Engineer.
2. Irrevocable Letter of Credit for the Developer.

**Recommendation:**

If the council so decides to take action on the previous agenda item, then it is the recommendation of the City Engineer and Staff to officially accept Phase I of the Arches subdivision as complete and begin the maintenance period as specified in section 6.08 of the City of Lorena's subdivision ordinance.



**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 13, 2023

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

Re: City of Lorena  
The Arches – Phase I

Dear Mr. Neal:

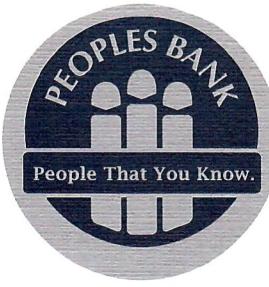
A follow up to the final walkthrough was conducted on April 10, 2023. The punchlist has been completed and, to the best of our knowledge, the public infrastructure has been constructed in accordance with the City of Lorena design criteria and standards. At this time, we recommend acceptance of the public infrastructure by the City of Lorena contingent upon receipt of a 1-year maintenance bond from the developer.

If you have any questions or comments, please call.

Sincerely,

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

xc: 2015-132  
Ms. Monica Hendrix, City of Lorena



## IRREVOCABLE LETTER OF CREDIT

ISSUING BANK: PEOPLES BANK

Issuing Date: June 19, 2023 Letter of Credit Number: 1111

Amount: Seven Hundred Fifty Thousand dollars, (\$750,000.00)

Beneficiary:

City of Lorena  
107-A S. Frontage Road  
Lorena, TX 76655

Applicant:

Loera Development LLC  
7030 Bannister Circle  
McGregor, TX 76657

We hereby establish our irrevocable Letter of credit No. 1111 in your favor for the account of Loera Development LLC which is available up to an aggregate amount of Seven Hundred Fifty Thousand dollars, \$750,000.00 by presentation of your Draft(s) drawn on us at sight when accompanied by the following:

Beneficiary's statement purported to be signed by an authorized representative of the City of Lorena reading: "We hereby certify that infrastructure maintenance for Phase 1 of the Arches Subdivision, Lorena, Texas, has not been performed as agreed and Loera Development LLC has refused to, is unable to, or cannot correct the maintenance problem."

This irrevocable Letter of Credit shall be honored up to the amount of Seven Hundred Fifty Thousand dollars, \$750,000.00 available by draft(s) on Peoples Bank for one year from the issuing date of this Letter of Credit.

Draft(s) must bear the clause "Drawn under Peoples Bank Letter of Credit No. 1111 and be presented at the offices of Peoples Bank 5820 82<sup>nd</sup> Street Lubbock, Texas, Attention Letter of Credit Department or, at Peoples Bank 5820 82<sup>nd</sup> Street, Lubbock, Texas or, at the place of business of any successor to the Peoples Bank 5820 82<sup>nd</sup> Street, Lubbock, Texas.

Peoples Bank hereby engages with you that draft(s) drawn under and in compliance with the terms of this Letter of Credit No. 1111 will be duly honored upon presentation at our offices as stated above.

Except so far as otherwise stated, this credit is subject to the laws of the State of Texas.

The original of this Letter of Credit must be presented by the City of Lorena with withdrawal draft(s) upon the stated account.

The original of this Letter of Credit shall be returned to the applicant upon expiration of one year.

This letter expires June 19, 2024.

For assistance, call Jayson Lam, (254) 694-2209, 307 N Brazos Street, Whitney, Texas 76692.

  
Jayson Lam, Branch President

**SUBJECT:** Discussion and possible action authorizing the City Manager or Designee to purchase a 2023 Chevrolet Tahoe PPV (Police Patrol Vehicle) from Caldwell Country Chevrolet not to exceed \$50,035.00. This is a non-budgeted expenditure and will be funded from forfeited funds from the Lorena Police Department forfeiture account and proceeds of the sale of vehicles formally used by the Lorena Police Department.

**BACKGROUND:** Upon appointment in January, the Chief of Police was driving a not police package Chevrolet truck. This truck was not pursuit rated nor did it have any of the additional safety equipment that comes standard in a PPV. Additionally, this vehicle was not equipped with any equipment necessary for enforcement efforts.

After reviewing the inventory, Chief Holt made arrangements to sell the Chevrolet truck and a forfeited vehicle the department acquired in 2013. The Chevrolet truck sold for \$15,900.00 and the forfeited vehicle sold for \$14,000.00. The remaining \$20,135.00 for the purchase will be taken from forfeiture monies. This vehicle, if approved, will be equipped with all necessary equipment, in-car camera, radar, computer, and all necessary safety equipment to be utilized as a full-functioning police unit.

**RECOMMENDATION:** City staff recommends the council approve the purchase of the 2023 PPV Tahoe.

**SUBJECT:** Discussion and possible action authorizing the City Manager and Chief of Police to enter into a contract with the Lorena Independent School District for a third School Resource Officer.

**BACKGROUND:** In 2018, the Lorena Independent School District entered into an agreement requesting the City of Lorena, specifically the Lorena Police Department, provide a School Resource Officer to be assigned at the schools. In 2022, with the growing population and additional needs, the City of Lorena agreed, at the request of the Lorena Independent School District, to provide a second School Resource Officer. However, the 2022 contract honored the same terms as the contract ratified in 2018. Chief Holt and the administration from the Lorena Independent School District, Superintendent Joe Kucera and Assistant Superintendent Rusty Grimm, recently met to update the contract. The Lorena Independent School District has now requested a third School Resource Officer. The Lorena Independent School District Board of Directors approved this request and ratified the updated contract on June 12, 2023.

**RECOMMENDATION:** City staff recommends the councils review and approval of the updated contract between the City of Lorena and the Lorena Independent School District and the request for a third School Resource Officer.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
LORENA INDEPENDENT SCHOOL DISTRICT and  
THE CITY OF LORENA**

---

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between Lorena Independent School District (Lorena ISD), a political subdivision acting through its Board of Trustees, and the City of Lorena (hereinafter referred to as "Lorena," or the "City" individually. Collectively Lorena ISD and the City may be referred to as the "Parties".

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

**WHEREAS**, Lorena ISD is a public school district with campuses located within the jurisdictional boundaries of Lorena and where the City presently operates a Police Department; and

**WHEREAS**, Section 37.081 of the Texas Education Code authorizes Lorena ISD to commission peace officers to provide necessary security and protection to its school children and the employees who serve them, as well as determine the jurisdiction of such peace officers; and

**WHEREAS**, Lorena ISD and the City find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lorena ISD and the City; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**ARTICLE 1: SERVICES TO BE PROVIDED**

- 1.1 The City hereby authorizes their Chief of Police (Chief) to appoint and assign one or more appropriately licensed and commissioned law enforcement officer to be employed full-time by the City and called to duty by the Chief to provide enhanced law enforcement services as a School Resource Officer (SRO) for Lorena ISD during the active school year, which generally encompasses 180 days during each calendar year. Officers may also be assigned to work at school events on other days, with the total number of days worked not to exceed 190 days per school year.
- 1.2 While school is in session, the City will assign one or more SROs to one or more schools in Lorena ISD on a full-time basis, forty (40) hours each work week, according to the daily schedule agreed upon by the Chief and the Lorena ISD Superintendent's designee, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.
- 1.3 The Parties agree that every effort should be made to schedule and/or designate SRO vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SRO's absence will not otherwise create an unnecessary risk or hamper school operations. SROs will coordinate vacation hours with the Lorena ISD Superintendent's designee.

- 1.4 Should any officer assigned as an SRO during the active school year be absent for more than five consecutive school days, the Chief will assign a suitable replacement whose training is acceptable to both Parties.
- 1.5 The SRO shall follow the policies and procedures of Lorena ISD to the extent those policies do not conflict with the policies and procedures of the City or Chief.
- 1.6 The SRO will consult with the Lorena ISD Superintendent and other Lorena ISD administrative staff in carrying out his/her day-to-day duties as an SRO. The City's Chief retains final authority over the SRO's law enforcement responsibilities.
- 1.7 The duties, schedule, and responsibilities of the SRO on days when school is not in session shall be determined solely at the discretion of the Chief.
- 1.8 The duties to be performed by the SRO include, but are not limited to, the following:
  - a. Patrolling areas within or in the vicinity of the geographical boundaries of Lorena ISD to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs shall be performed with the use of City-owned vehicles;
  - b. Being a visible presence during the school day in order to assist the Lorena ISD administration with general public safety services during school hours;
  - c. Helping Lorena ISD administrators maintain the peace and/or address a breach of the peace as needed;
  - d. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lorena ISD policies and rules that pertain maintaining a safe and orderly school environment, including, but not limited to, intervening in and investigating alleged crimes or violations of Lorena ISD rules that pertain to maintaining a safe and orderly school environment, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lorena ISD policies and rules that are strictly personnel or student discipline matters and non-criminal in nature will only be assigned to the SRO for investigation at the specific direction of the Lorena ISD Superintendent's designee and with approval of the Chief;
  - e. Responding to calls for services during the course of the regular school day or when serving in support of an official Lorena ISD extracurricular or after-school activity;
  - f. Assisting in providing security as needed for after-hour activities and events taking place at Lorena ISD facilities;
  - g. Assisting with student truancy, including detaining or escorting a student alleged to have violated Chapter 25 of the Texas Education Code;
  - h. Mediating disputes on campus that could otherwise impact the safe and orderly school environment, including working with students to help solve disputes in a non-violent manner;

- i. Accompanying outside service providers, upon request, as the service provider conducts random canine searches on Lorena ISD property or if activated, the City's K-9 officer;
- j. Preventing property loss due to theft or vandalism;
- k. Providing traffic control as needed;
- l. Assisting Lorena ISD with its Emergency Operation Plan;
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lorena ISD;
- n. Providing training for staff as requested by the Lorena ISD Superintendent's designee;
- o. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws;
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act;
- q. Preparing reports and documentation related to law enforcement events occurring within the geographic boundaries of Lorena ISD; and
- r. Performing other duties that may be assigned from time to time by the Chief in consultation with the Lorena ISD Superintendent's designee.

1.9 No assignment, task, or function shall be imposed on the SRO by Lorena ISD that would violate or jeopardize the officer's sworn oath, conditions of licensure, or departmental regulations; however, the officer is responsible for disclosing to appropriate Lorena ISD personnel his/her opinion that such assignment, task, or function would have such an effect.

1.10 Circumstances constituting an immediate threat to public safety may be dealt with by the SRO consistent with his/her training and responsibility as a peace officer.

1.11 The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of Lorena ISD shall be at the discretion of Lorena ISD, provided that in the event the SRO observes any event, matter or action that appears to constitute a violation of any local, State or Federal penal or criminal law, then, in such event, the investigation of and decision to file charges on any such event shall be made by the SRO.

1.12 When the SRO takes a person into custody in the course of performing his/her duties on behalf of Lorena ISD under this Agreement, Lorena ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

1.13 To the extent permitted by applicable law, the SRO shall report to Lorena ISD information obtained during the investigation of any reported incident involving a Lorena ISD student or employee for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.

1.14 Changes in the total number of officers to be assigned hereunder or the total cumulative number

of hours to be worked shall be determined by mutual consent of the Parties in writing as part of the annual review of this Agreement or at any other time as mutually agreed between the City and Lorena ISD in writing.

## **ARTICLE 2: GENERAL DUTIES & RESPONSIBILITIES**

- 2.1 The City agrees to perform any obligations required to maintain their SRO as a commissioned police officer with the police department with full Texas peace officer status; including but not limited to, providing the SRO with any and all continuing training necessary to maintain his/her TCOLE certification.
- 2.2 SRO's assigned to Lorena ISD shall be subject to the approval of the Lorena ISD Superintendent or designee. Lorena ISD understands that the Chief of Police may rotate or change any officer assigned to serve as an SRO; provided, however, that Lorena ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer. In approving or rejecting the assignment of an SRO, Lorena ISD will not base its decision on the SRO's race, color, national origin, sex, religion, age, disability, or genetic information.
- 2.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lorena ISD and while on any property under the control and jurisdiction of Lorena ISD or otherwise in the performance of his/her duties under the guidelines of Lorena ISD policies and regulations.
- 2.4 The City will authorize the SRO to carry a weapon and act as a peace officer at all times, so long as the employee is acting under his/her official capacity. Likewise, Lorena ISD specifically authorizes the SRO to carry a weapon in performing services at all schools and property within Lorena ISD. When not on duty as an SRO, the officer's right to carry a firearm will fall back under provisions and rules set forth by TCOLE and the City.
- 2.5 As a City employee, any disciplinary action taken against the SRO shall follow the policy and procedure of the City. Nothing herein shall change the employment status that the SRO occupies with the City.
- 2.6 Lorena ISD will report student misconduct to the Lorena Police Department in accordance with Texas Education Code § 37.015.
- 2.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Lorena ISD agrees to provide the SRO with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lorena ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lorena ISD Policy FL (local) for purposes of access to student records.
- 2.8 Lorena ISD will include the Chief of Police or his/her designees as a member of the Lorena ISD School Safety and Security Committee.
- 2.9 The Parties shall monitor, review and provide oversight and supervision of the services as they are provided and agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.

2.10 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the Chief's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lorena ISD and one of the City, the applicable City policy shall prevail.

2.11 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

2.12 Nothing in this Agreement prevents Lorena ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

### **ARTICLE 3: FINANCIAL RESPONSIBILITIES & EQUIPMENT**

3.1 The City shall provide the SRO with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.

3.2 For the purpose of subsidizing the expenses incurred by the City in the employment and retention of SRO officers to provide services on all Lorena ISD campuses, Lorena ISD agrees to pay the City for the salary, employer share of payroll taxes, benefits, applicable overtime, and personnel services of the SROs performed under this Agreement. In addition, Lorena ISD will pay an annual service fee of \$10,000 per SRO to the City of Lorena.

3.3 Lorena ISD will pay for any additional SRO training it may require unrelated to TCOLE training requirements.

3.4 The City will provide Lorena ISD with a quarterly invoice for the salary, employer share of payroll taxes, benefits, overtime, and personnel services of the SRO due at least ten (10) business days prior to each payment date. Lorena ISD will pay all invoices within thirty days out of current revenue funds.

3.5 The City shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lorena ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.

3.6 Overtime hours that relate to SRO duties must be authorized and approved by the Lorena ISD Superintendent's designee prior to the performance of the overtime work unless there is an emergency situation or the officer is in the process of transporting a student in which case no such prior approval is required. Overtime work will be paid in accordance with procedures established by the City. The Parties will periodically review overtime worked to determine whether procedures need to be developed to control overtime or whether other adjustments are needed.

3.7 The Parties agree to adjust and/or re-compute the payments herein at such times as are convenient

and necessary when the circumstances and conditions exist making such adjustments necessary and desirable to accomplish the objectives of this Agreement.

3.8 The Parties agree to provide the following equipment and materials to the SRO:

- a. At its own cost, the City shall furnish its SRO with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SRO in providing services to Lorena ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties.
- b. The City will provide its SRO with an appropriately marked patrol vehicle designating law enforcement services being performed under authority of the City for use in his/her SRO duties, but not for personal use. Lorena ISD will reimburse the City for fuel costs incurred in the SRO's performance of duties on behalf of Lorena ISD.
- c. Lorena ISD will provide the SRO with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. The City will provide the SRO with access to its Police Department facilities as needed to conduct police business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation.

3.9 Subject to the maximums set out in the attached summary of Cost Calculations at Exhibits A and B, the amount Lorena ISD is to pay to the City for services under this Agreement shall be based on an annual budget agreed to by Lorena ISD and the City, and shall be paid in quarterly installments based on actual expenditures incurred each year this Agreement is in effect.

#### **ARTICLE 4: RELATIONSHIP BETWEEN THE PARTIES**

- 4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lorena ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 4.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 4.3 Officers employed by the City and assigned by the Chief to serve as an SRO at Lorena ISD are and will remain employed by the City.
- 4.4 The City shall have no liability whatsoever for or with respect to Lorena ISD's use of any Lorena ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lorena ISD. Lorena ISD covenants and agrees that:
  - a. Lorena ISD shall be solely responsible, as between Lorena ISD and the City and the agents, officers and employee of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lorena ISD or its agents, officers, employees, and subcontractors, while on Lorena ISD property or while using any Lorena ISD facility or performing any function or providing or delivering any service undertaken by Lorena ISD pursuant to this Agreement.

- b. For and with respect to Lorena ISD property or Lorena ISD's use of any Lorena ISD facility, Lorena ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lorena ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lorena ISD, its agents, officers, employees, and subcontractors in the course of their duties.

4.5 Lorena ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:

- a. The City shall be solely responsible, as between the City and Lorena ISD and the agents, officers, and employees of the Lorena ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
- b. For and with respect to the services to be provided by the City to Lorena ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.

4.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.

4.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lorena ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents. Furthermore, nothing in this Agreement shall waive or limit the entitlement of an officer serving as an SRO to official or qualified immunity.

4.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lorena ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

4.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of the City or Lorena ISD except as necessary to implement, perform and obtain the services and

duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lorena ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of such party.

## **ARTICLE 5: TERM**

- 5.1 The initial term of this Agreement shall commence on August 1, 2023 and continue through September 30, 2024, and shall automatically renew for an annual term commencing on October 1st thereafter, unless terminated earlier in writing by either party.
- 5.2 If the City wishes to renew this Agreement subject to a change in Lorena ISD's annual payment for the SRO salaries and related costs, the City shall provide Lorena ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lorena ISD notifies the City in writing of its agreement to the change in annual payment by May 15th, the Agreement between the City and Lorena ISD shall terminate at the end of the term.
- 5.3 After the initial annual term of this Agreement, Lorena ISD and the City will agree on the annual amount payable for the SRO salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 5.4 This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 5.5 Termination will not relieve Lorena ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination.

## **ARTICLE 6: NOTIFICATIONS**

- 6.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LORENA  
Attn: Chief of Police  
100 N. Bordon St.  
Lorena, Texas 76655

LORENA INDEPENDENT SCHOOL DISTRICT  
Attn: Superintendent of School  
308 N. Frontage Rd.  
Lorena, Texas 76655

- 6.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

## **ARTICLE 7: MISCELLANEOUS PROVISIONS**

- 7.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 7.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior

understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.

- 7.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in McLennan County, Texas unless otherwise mandated by law.
- 7.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 7.5 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

The Parties have executed and attested to this Agreement by their duly authorized officers effective as of Jan 13, 2023.

**LORENA ISD**

**CITY OF LORENA**



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Denny Kramer, Board President  
Lorena ISD



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Joe Kycera, Ed.D., Superintendent  
Lorena ISD

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Kevin Neal, City Manager  
City of Lorena

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Scott Holt, Chief of Police  
City of Lorena

# LORENA POLICE DEPARTMENT

## Calls - By Type

05\01\2023  
thru 05\31\2023  
Agency is: LORENA PD

Type	Description	# Of Calls
319	BURGLAR ALARM	2
180	911 HANG UP	1
6	ACCIDENT	5
131	ANIMAL CALL	1
42	ASSIST CITIZEN	1
30	ASSIST MOTORIST	22
70	ASSIST OTHER AGENCIES	18
202	ASSIST OTHER AGENCIES-K9	5
54	BUILDING CHECK	1
3	BURGLARY	1
128	CIVIL MATTER	2
144	CRIMINAL MISCHIEF	1
43	DISTURBANCE	1
32	EMS	9
89	FIRE	3
64	FIRE ALARM	1
38	FOLLOW UP	10
35	FOOT PATROL	15
330	INVESTIGATION OF INSANITY	1
328	K9	1
315	LIFTING ASSISTANCE	1
219	MUTUAL AID	1
278	PANIC ALARM	1
126	SUSPICIOUS CIRCUMSTANCES	4
29	SUSPICIOUS PERSON	7
22	SUSPICIOUS VEHICLE	3
4	THEFT	1
78	TRAFFIC COMPLAINTS	8
103	TRAFFIC HAZARD	10
27	TRAFFIC STOP	165
57	VCO - DOG	5
81	VCO - PARKING	1
79	VCO-NOISE VIOLATION	1
155	VCO-SOLICITATION	1
77	WARRANT SERVICE	2
76	WELFARE CONCERN	6
<b>Total</b>		<b>318</b>

# LORENA POLICE DEPARTMENT

## Arrests - By Violation

05\01\2023  
thru 05\31\2023  
Agency is: LORENA PD

Violation	# of Offenses
DISORDERLY CONDUCT (MC)	1
FRAUD USE/POSS IDENTIFYING INFO # ITEMS <5	1
INDECENT EXPOSURE (MB)	1
LEWD/IMMORAL/INDECENT CONDUCT	1
ONLINE SOLICIT OF A MINOR	1
POSS CS PG 2 >= 1G-4G	1
POSSESSION OF MARIJUANA <=2OZ (MB)	1
SALE/DISTR/DISPLAY HARMFUL MATERIAL TO MINOR	2
TERRORISTIC THREAT CAUSE FEAR OF IMMINENT SBI	1
THEFT <\$2500 W/TWO PREV CONV - ALL OTHER LARCENY (FS)	1
THEFT OF FIREARM - ALL OTHER	1
THEFT PROP >=\$100<\$750	1
UNAUTHORIZED USE OF A VEHICLE (FS)	1
UNLAWFUL CARRYING WEAPONS (MA)	1
WARRANT- OTHER AGENCY (MISD)	1
<b>Total Violations</b>	<b>16</b>
<b>Total Arrests</b>	<b>10</b>

**CITATIONS ISSUED BY THE LORENA POLICE DEPARTMENT**

MAY 2022	200
MAY 2023	314
Becknauld	174
Board	13
Holt	0
Disney	3
Greer	121
Serrato	0
Rivas	3
<hr/> <u>Total</u>	314

**Subject:** Discussion and possible action authorizing the Mayor to enter into an agreement with the Brazos River Authority for an additional 1500 acre-feet of raw water.

**Background Information:**

As most everyone is aware the City of Lorena like most all other cities in Texas continue to struggle to keep up the current population growth rate. As the population continues to grow demands for both water and wastewater continue to rise leaving communities trying to figure out where their next source of water is going to come from. The City of Lorena needs to be planning at least 100 years in advance, and Lorena does not have enough water for the next 100 years. The fact of the matter is that Lorena has turned development away because we currently do not have enough water to meet our current demands.

**Current Finding:**

The City of Lorena applied for three to four thousand acre-feet of water from the BRA. After months of discussion and many meetings with the BRA they have decided to offer us an additional 1500 acre-feet increasing our current annual allowable raw water capacity by 150%. This could result in approximately 1,000 additional connections to the City's water system when the City of Robinson has the ability to treat this additional capacity for Lorena.

Step 1 was to secure the additional water rights, which the City will do if the council authorizes the Mayor to enter into the agreement with the BRA.

Step 2 is to participate with the City of Robinson in their efforts to expand their current treatment plant, and the capacity to treat raw water from the Brazos River. Lorena is currently working with Robinson on this, and it is an ongoing process that Lorena does not have a timeline on. With that said Robinson is under certain timeline constraints set by the BRA to have their plant expanded, so we are very certain that Lorena will be able to participate in Robinson's plant expansion in the near future that will allow Lorena to have the ability to receive more treated water through our existing infrastructure.

**Recommendation:**

Have City Council decide whether or not to authorize the Mayor to enter into an agreement with the BRA for an additional 1500 acre-feet of raw water.