

NOTICE OF WORKSHOP AND MEETING PUBLIC MEETING
LORENA CITY COUNCIL
MONDAY, JULY 17, 2023 – 5:00 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/270233701> 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

WORKSHOP 5:00 P.M.

- 1. Call to order/Roll Call.**
- 2. Discussion with city attorney on open meetings act, public information act, etc.**
- 3. Presentation and discussion of proposed budget for FY 2023-2024.**
- 4. Adjourn.**

REGULAR COUNCIL MEETING 6:30 P.M.

- 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. Approval of Minutes:**
 - a. May 30, 2023**
 - b. June 19, 2023**
- 5. Committee and Corporation Reports:**
 - a. Lorena Economic Development Corporation**
 - b. Lorena Planning and Zoning Commission**
- 6. Discussion and possible action to vacate Seat 1 of the Lorena EDC Board.**
- 7. Discussion and possible action on appointment of Lorena EDC representative Brad Wetzel to the open Seat 5 of the Lorena TIRZ #1 East Board.**
- 8. Discussion and possible action on the appointment and re-appointments of Planning and Zoning Commission members for a two-year term.**
- 9. Discussion and possible action on the appointment to unexpired term of Seat One(1) on McLennan County 9-1-1 Board of Managers.**
- 10. Discussion and possible action on an application requesting the waiver of penalty and interest that has been applied to the property taxes of Oncor Electric Delivery Company.**

11. Discussion and approval of the changes to the Waco-McLennan County Public Health District Cooperative agreement effective October 1, 2023, through September 30, 2028, and participation in the funding for FY 2023-2024.
12. Discussion and possible action authorizing the City Manager or Police Chief to purchase pre-owned police vehicles.
13. Police Department Activity Report.
14. Discussion and action on setting dates and times for budget public hearing, tax rate public hearing and adoption date for budget and tax rate.
15. City Manager Report:
 1. Movie night in McBrayer Park hosted by Journey Lorena July 29th 7:00 P.M. till 10:00 P.M.
 2. VBS First Baptist Lorena July 24th – July 28th, 6:00 – 8:30 P.M.
 3. Bright Farms site preparation currently underway.
 4. PUC Interim Chair Kathleen Jackson.
 5. Street project update.
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 3:30 AM on July 13, 2023.



Monica Hendrix-City Secretary

**NOTICE OF LORENA SPECIAL CALLED CITY COUNCIL MEETING
TUESDAY, MAY 30, 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 and/or join the conference call at: <https://meet.goto.com/841390029>
(254)655-5400; GUEST PIN: 2021
The City Council Meeting will be opened to the public. To mitigate the spread of
COVID-19, social distancing will be recommended.

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

MINUTES

1. Call to Order/Roll Call.

Mayor Ross called the meeting to order at 6:40 p.m. Council members present were Mayor Tommy Ross, Katrina George and Brad Wetzel. Council members present via teleconference were Mayor Pro tem Kelly Yarbrough and Jason Blanek.
Emily McKenzie was absent.

2. Pledge of Allegiance

Mayor Ross led the pledge of allegiance.

3. Citizens questions or comments.

None.

**4. Presentation of Certificate of Election to re-elected Mayor Tommy Ross and administer
the oath of office to the re-elected Mayor.**

City Secretary Monica Hendrix present the Certificate of Election to Mayor Elect Tommy Ross and gave him the Oath of Office.

5. Adjourn.

Due to no further business the meeting adjourned at 6:43 p.m.

These minutes were approved this 17th day of July 2023.

Tommy Ross, Mayor

Attest:

Monica Hendrix, City Secretary

**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

MINUTES

1. Call to Order/Roll Call.

Mayor Ross called the meeting to order at 6:30 p.m. Council members present were Mayor Tommy Ross, Jason Blanek, Katrina George and Brad Wetze. Mayor Pro tem Kelly Yarbrough joined the meeting at 7:05 p.m. on audio only. Emily McKenzie was absent.

City Staff present were Kevin Neal, Kyler Jones, Scott Holt and Peter Rivas.

2. Pledge of Allegiance

Mayor Ross led the pledge of allegiance.

3. Citizens questions or comments.

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

There were no question or citizens comments.

4. Oath of Office for new Police Officer Scott Deppen.

Mayor Ross gave the Oath of Office to new Police Officer Scott Deppen. Chief Scott Holt welcome Deppen and stated how excited he is to have him as a part of the Lorena PD.

5. Presentation of donation to Lorena Volunteer Fire Department from local business PaPa Joe's .

Deb with Papa Joe's Saloon was here on behalf of Lisa Tambling the owner. Deb stated that on May 7, 2023 they hosted an event called "Blessing of the Bikes" and raised \$300.00 for the Lorena Volunteer Fire Department. This will be a yearly event held the first Sunday in May. Deb presented the check to LVFD Chief Derek Roper.

6. Committee and Corporation Reports:

a. Lorena Economic Development Corporation

Brad Wetzel reported the meeting was held on 5/22/2023 and the Gateway Monument sign bid openings were held and awarded to Platinum Paving. The cost of the bid was \$61,092.51 along with their bid bond. There was a brief discussion on the strategic plan update for the EDC but the board decided to hold off on any action until EDC Chairman Kelly Yarbrough was in attendance so that she can give her input. There was also discussion on getting cost to upgrade the fire flow line at the Old Middle School site. There has been a pressure recorder installed to make an analysis of the flow.

Jason Blanek asked if the \$61,092.51 bid was the total cost for the Gateway Monument sign and Wetzel said no. Wetzel stated he thinks the full amount was \$90,000.00 including the engineering cost that were spent years ago.

Katrina George mentioned a conversation she had with Kelly Yarbrough after the passing of LEDC Board member Bill Taverner and possibly naming a project or dedicating a project in his honor. George is recommending that Wetzel could take this idea back to the EDC for discussion.

b. Lorena Planning and Zoning Commission

No meeting.

7. Discussion and possible action approving a contract for substandard road improvements between applicant Bright Farms and the City of Lorena.

City Manager Kevin Neal explained the agreement and informed council that Bright Farms addressed the concerns of the council on the turning of the truck on the asphalt. There will be concrete aprons with asphalt in between that extend into Barnes Road and Old Temple Road on the turning radius and the same into the driveway of Bright Farms on Barnes Road. The city engineer has signed off on the design and the developer has signed off on the agreement presented in your packet tonight. Brad Wetzel asked if the city is participating in the cost of the upgrades and Neal said no. Kevin Neal explained how the OPC(Opinion of probable cost) is calculated. Eric Stonehill with Bright Farms spoke and said this improvement will cost the developer \$1,220,000.00.

Jason Blanek asked how far down Barnes Road the improvement will go and Neal explained just past the entrance to the development.

Katrina George asked how long the developer is responsible for the maintenance on the road and was told one year and after that it is the city's responsibility.

MOTION: Brad Wetzel motioned to approve a contract for substandard road improvements between applicant Bright Farms and the City of Lorena.

SECOND: Jason Blanek

FOR: Brad Wetzel, Jason Blanek and Katrina George

AGAINST: None

ABSENT: Emily McKenzie and Kelly Yarbrough

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.

City Planner Robert LaCroix explained the applicant has met all the requirements for approval of the Final Plat. The Final plat was approved by the Planning and Zoning Commission on May 8, 2023 by a vote of 4-0 with conditions. Those conditions were

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.

LaCroix stated that both of these conditions have been met and that staff is recommending approval of the final plat.

MOTION: Jason Blanek motioned to approve the final plat of TEX Greenhouse LLC.

SECOND: Katrina George

FOR: Jason Blanek, Katrina George and Brad Wetzel

AGAINST: None

ABSENT: Emily McKenzie and Kelly Yarbrough

9. Discussion and possible action to adopt ordinance 2023-0619-01 amending section 6.08 of the City of Lorena's Subdivision Ordinance.

Kevin Neal explained the background on this request. 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. Recommendation is 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.

MOTION: Brad Wetzel motioned to amend the subdivision ordinance section 6.08, to allow the developer the option for an irrevocable letter of credit in lieu of a maintenance bond requirement and to leave the warranty period at two(2) years and the maintenance guarantee period at one(1) year.

SECOND: Jason Blanek

FOR: Jason Blanek, Katrina George and Brad Wetzel

AGAINST: None

ABSENT: Emily McKenzie and Kelly Yarbrough

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.

Kevin Neal informed council that Phase 1 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. 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. Since the council took action on the previous agenda item to accept irrevocable letters of credit,

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.

MOTION: Katrina George motioned 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.

SECOND: Jason Blanek

FOR: Jason Blanek, Katrina George and Brad Wetzel

AGAINST: None

ABSENT: Emily McKenzie and Kelly Yarbrough

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.

Police Chief Scott Holt informed council where the money came from to purchase the non-budgeted expenditure. Holt explained the PD sold a Chevrolet pickup that was not pursuit rated nor did it have any additional safety equipment that comes standard in a Police Patrol Vehicle. There was also another forfeited vehicle that was sold. The remaining cost of the new Tahoe will be paid for with forfeiture monies. Jason Blanek asked if the \$50,035.00 was a fully equipped police vehicle and was told. It was cost additional \$30K to equip the vehicle for police patrol. Kevin Neal again clarified the vehicle has already been purchased with the sale of the vehicles mentioned above and forfeiture funds and was not a budgeted item. Neal says the action before the council is for auditing and transparency purposes.

MOTION: Jason Blanek motioned to approve the purchase of the 2023 Chevrolet Tahoe PPV in the amount of \$50,035.00.

SECOND: Brad Wetzel

FOR: Jason Blanek, Katrina George and Brad Wetzel

AGAINST: None

ABSENT: Emily McKenzie and Kelly Yarbrough

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.

Police Chief Scott Holt gave the council the history of the School Resource Officer for the Lorena Independent School District. 2018 was the first year that Lorena PD entered into an agreement with the school district. In 2022 an additional SRO was added to the district. LISD is now requesting a third SRO and an updated contract/Interlocal Cooperation Agreement for the school resource officers. Chief Holt says a fourth SRO will be coming in the future.

MOTION: Jason Blanek motioned to authorize the City Manager and Chief of Police to enter into a contract with the Lorena Independent School District for a third SRO.

SECOND: Katrina George

FOR: Jason Blanek, Katrina George and Brad Wetzel

AGAINST: None

ABSENT: Emily McKenzie and Kelly Yarbrough

13. Police Department Activity Report.

Council reviewed the reports. There were 318 Calls by Type, 10 total arrest and 314 Citations issued in May 2023. Chief Holt informed council that the number of traffic stops will increase because he believes this is how you get the bad people off the streets.

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.

Kevin Neal explained the City of Lorena applied for three to four thousand acre-feet of water from the BRA. After months of discussions 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. Neal explained once council approves the authorization of the Mayor to enter into the agreement with the BRA, the city will then need 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. Neal says 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 fill 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.

MOTION: Jason Blanek moved to authorize the Mayor to enter into an agreement with the Brazos River Authority for an additional 1500 acre-feet of raw water.

SECOND: Brad Wetzel

FOR: Jason Blanek, Katrina George and Brad Wetzel

AGAINST: None

ABSENT: Emily McKenzie and Kelly Yarbrough

15. City Manager Report:

1. Movie night in McBrayer Park hosted by Journey Lorena June 24th 6:00 PM-10:00 PM

Neal informed council and Facebook viewers of the movie night.

2. Lorena Fire Auxiliary July 4th Celebration July 1st 9:00 A.M. till 3:00 P.M

Neal informed council and Facebook viewers of the Fire Department event and fundraiser. This event will co-mingle with the Farmers Market event.

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.

Neal informed the council and Facebook viewers of the Vacation Bible School schedules at the churches in Lorena.

4. Bright Farms site visit June 13th

Bright Farms was in town and visited with Lorena Staff and Council. They will begin ground breaking and grading of the property. Public Works Director Kyler Jones has been working with their contractor ARCO Murray to get the utilites located and the pressurized sewer main moved. Neal says we should begin to see detention ponds and drainage done and then construction will begin of the buildings.

5. Street Project officially underway.

Officially underway on Williams Road and Leopard Lane. Neal explained there will be

mishaps and unexpected interruptions in service due to unforeseen circumstances during the rehab of the streets.

6. Resignation of PUC Chairman Peter Lake.

Neal explained the PUC Chairman Peter Lake has announced his resignation.

7. City Managers Vacation June 20th through July 4th

Neal reminded council he will be out of the office for a couple of weeks.

16. Future Agenda Items.

Mayor Ross informed council of a Budget workshop on July 17th at 5:00 p.m. before the council meeting. Neal spoke to the citizens that his door is always open to discuss the budget and to please get with him.

17. Adjourn

Due to no further business the meeting adjourned at 8:04 p.m.

These minutes were approved this 17th day of July 2023.

Tommy Ross, Mayor

Attest:

Monica Hendrix, City Secretary

Monica Hendrix

From: Jason Mundo <jason@mundoandassociates.com>
Sent: Wednesday, July 12, 2023 11:21 AM
To: Monica Hendrix
Cc: Kevin Neal
Subject: EDC related Agenda item for Council Agenda

Hello Monica,
If agenda space allows, please add the following or similarly worded EDC related item to the next City Council meeting Agenda.

Proposed Council Agenda item:

Discussion and possible action to vacate Seat 1 of the Lorena EDC Board.

Background Info:

Chris Low is currently appointed to Seat 1 of the Lorena EDC Board. Unfortunately, Mr. Low has not attended any EDC meeting nor responded to any EDC correspondence since his appointment on February 27, 2023. At the June 27 EDC Meeting, the EDC Board took action to recommend to City Council that City Council vacate Seat 1 of the Lorena EDC Board, which would open the seat to future appointment. The EDC Board is currently looking for applicants to serve on the Lorena EDC Board, to fill both Seat 7 opened by the passing of Bill Taverner, and Seat 1 if Council chooses to vacate the Seat currently occupied by Chris Low. The EDC appreciates Chris' willingness to volunteer to serve on the Board 6 months ago. Unfortunately, it appears that he is currently unable to serve on the Board for reason unknown.

For Council Consideration,
Jason
Lorena EDC

Jason C. Mundo P.E., CEcD



214 642 5352
Mundo & Associates Inc.
jason@mundoandassociates.com
www.mundoandassociates.com

Monica Hendrix

From: Jason Mundo <jason@mundoandassociates.com>
Sent: Wednesday, July 12, 2023 11:21 AM
To: Monica Hendrix
Cc: Kevin Neal
Subject: TIRZ related agenda item for City Council Agenda

Hello Monica,
If agenda space allows, please add the following or similarly worded TIRZ related item to the next City Council meeting Agenda.

Proposed Council Agenda item:

Discussion and possible action on appointment of Lorena EDC representative Brad Wetzel to the open Seat 5 of the Lorena TIRZ #1 East Board.

Background Info:

The passing of Bill Taverner created an open EDC representative seat on the TIRZ Board. The Lorena EDC Board took action at their June 27 meeting to recommend to City Council that City Council appoint Lorena EDC representative Brad Wetzel to the open Seat 5 of the Lorena TIRZ #1 East Board.

For Council Consideration,
Jason
Lorena TIRZ #1 East and Lorena EDC

Jason C. Mundo P.E., CEcD



214 642 5352
Mundo & Associates Inc.
jason@mundoandassociates.com
www.mundoandassociates.com

Subject: Discussion and possible action appointing and re-appointing members to the Lorena Planning and Zoning Commission.

Background: The Planning and Zoning Commission has seven board members that serve two-years terms. Three members are appointed one year and four the next.

Current Findings: Don Bagby, Julie Becker, Gary Payne and Allison Vrana are up for re-appointment. There is a vacancy for the place Brad Wetzel served. Eric Strelsky has applied for this place.

Recommendation: Don Bagby, Julie Becker, Gary Payne and Allison Vrana have all agreed to continue serving on the commission. Staff is recommending to re-appoint the members for a 2-year term and appoint Eric Strelsky for the remaining 1-year of the vacant place.



**City of Lorena
107-A S. Frontage Road
Lorena, Texas 76655-9609
(254) 857-4641 Fax (254) 857-4118**

City of Lorena Council Appointed Board/Commission Applications

Board/Commission Preference: Planning and Zoning Commission
 Board of Adjustment
 Economic Development Corporation

Name: Eric Strelsky City Resident: years ETJ: years

Address: 2241 Pilgrim Lane Lorena Tx 76655

Telephone number: 979-201-6869 Cell number: _____

Email: strelsky11@gmail.com

How long have you lived in the City of Lorena area? 8 Years

Will your present occupation allow you sufficient time to adequately serve on the board/commission? YES NO

Would your present occupation pose any conflict of interest with serving on the board/commission? No Yes

Briefly state your qualifications and explain why you wish to be a member of a board/commission:

I am a 21 year veteran who is nearing retirement and have been living with a mindset for those 21 years of serving others. In those 21 years, I have lived all over the world and seen the good and bad in many of those communities. Lorena is hands down the best community I've had the honor of living in and feel that the future of Lorena is the utmost importance. I have served on multiple boards throughout my 8 years to include four years Future Lorena Football (2 years as president), five years on Lorena Basketball League (2 years as president) and Currently in year four of Lorena Athletic Association (in year 2 serving as president. As you can see, I am extremely active with the community and continue to strive in building the relationship with those in the community in order to help improve how we operate.

Signature: Leanne Date: 20230420



McLennan County 9-1-1 Emergency Assistance District

Proudly serving the citizens of McLennan County for over 30 years!

June 30, 2023

The Honorable Tommy Ross
Mayor, City of Lorena
107-A S. Frontage Rd.
Lorena, TX 76655

Re: Appointment to Unexpired Term of Seat One (1) on 9-1-1 Board of Managers

Dear Mayor Ross:

Recently the McLennan County 9-1-1 Emergency Assistance District requested from the municipalities located within McLennan County nominees for Seat 1 on its Board of Managers. Three names were submitted: Khalil El-Halabi, Ryan Holt, and Henry Van Smith. Following an allotted time for the municipalities to return ballots indicating their respective preference, the McLennan County 9-1-1 Board of Managers canvassed those ballots at its June 29, 2023, meeting with the following results, in alphabetical order:

- Khalil El-Halabi – 2 votes
- Ryan Holt – 6 votes
- Henry Van Smith – 4 votes

Since no single candidate received a majority (more than 50%) of the votes cast a run-off between the two recipients that received the most votes, **Ryan Holt** and **Henry Van Smith**, is necessary. For reference purposes, a brief personal biography provided by each nominee is contained within the following pages.

A ballot is included to indicate your city's preference. Please return that ballot either in the provided self-addressed stamped envelope, or by e-mail or fax (both shown on the ballot), prior to the deadline of 5:00 p.m. on August 16, 2023.

If there are any questions, please feel free to call this office.

Respectfully,

Jesse A. Harrison, ENP
Executive Director

Enclosure
cc: MCEAD 9-1-1 Board of Managers

Ryan Holt

City of Waco Assistant City Manager (ACM) Ryan Holt has day-to-day oversight of the Police, Fire, Information Technology, Fleet, Facilities, and Animal Services Departments, along with the City-Wide Safety Program as one of three ACMs with the City of Waco after being promoted from his previous role of Police Chief in February of 2020.

Before stepping into his current position at City Hall, Holt served the City of Waco in the Police Department for 24 years. Holt served as Police Chief from January 2017 until being promoted to City Hall. With the Police Department since 1996, Holt was an Assistant Chief of Police for eight years before being promoted to Chief and has worked in every division of the Department and has been involved in the implementation and advancement of technology systems since the late 1990s. Holt has seen significant involvement in implementing and managing the emergency services technology network and radio-related systems for the City of Waco for more than two decades. His extensive experience and understanding in managing the largest Public Safety Answering Point (PSAP) in the County and as the project manager for the move and integration of the Waco-McLennan County PSAP to its current location in 2013 provide a tremendous working base of knowledge to serve the 911 District.

Holt earned a Bachelor of Criminal Justice from Stephen F. Austin State University and a Master of Criminal Justice from Tarleton State University. Chief Holt is a graduate of the 243rd session of the FBI National Academy, the Senior Management Institute for Police at PERF in Boston, the Leadership Command College at LEMIT, and the School of Police Supervision at ILEA. Holt currently serves with various community boards and nonprofit organizations.

Henry Van Smith

I am a lifelong resident of McGregor and McLennan County. I am retired after 50 years in the retail grocery industry with 34 years in retail management. My last position was store director.

I am a member of the McGregor Vol. Fire Department. I have served for 49 years and have held every position in the department except fire chief. I am currently president of the department.

I have been the Emergency Management Coordinator for 40 years for the City of McGregor.

I am an amateur radio operator and maintain the Fire Department radio system.

I am married to my wife, Isabella for 47 years and have a daughter and 2 grandchildren.

I am always willing to help in the city or county when needed. The 911 system is a very important part of the emergency network and would be honored to serve on it.

MCLENNAN COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT
BALLOT for SEAT ONE

The nominees are listed below in alphabetical order.

Please select only one from the list:

SEAT ONE

(select one)

RYAN HOLT, City of Waco Assistant City Manager

HENRY VAN SMITH, City of McGregor Emergency Management Coordinator

City of _____

Mayor or designee signature: _____

Printed Name and Title: _____

Contact Number: _____

Date: _____

Please return this completed ballot to:

McLennan County 9-1-1 Emergency Assistance District

Attention: Jesse Harrison, Executive Director

107 Burnett Ct.

Woodway, TX 76712

(A self-addressed stamped envelope is provided for your convenience).

If you prefer not to mail this form, it may be emailed to rquest@mcead911.org, or faxed to (254) 732-0544.

**NOTE: Ballot forms MUST be received at the above address no later than 5:00 pm,
Wednesday, August 16, 2023.**

Subject: Discussion and possible action on an application requesting the waiver of penalty and interest that has been applied to the property taxes of Oncor Electric Delivery Company.

Background Information:

On February 14, 2023 Lorena City staff received notification from the McLennan County Tax Assessor/Collector that a large number of requests have been received by the County to waive penalties and interest that have been applied to delinquent accounts. The primary reason for so many of the requests is due to the recent winter storm that occurred on or about January 31, 2023. This winter storm caused many government facilities including schools to be closed for two if not three days in some cases. These closures included not only the Lorena City Hall, the McLennan County Court House, but the local US Post Offices as well. These closures have had a negative impact on the timing of post marks for the property taxes and caused delays in delivery of the mail.

Oncor Electric Delivery is the only commercial user who has reached out to the City of Lorena asking the governing body to authorize a waiver of penalty and interest on the property tax bill as of the date of this write-up.

Current Finding:

Texas Property Tax Code 33.011 is the law that regulates and authorizes a governing body of a taxing unit to waive penalty and interest on a tax if an act or omission of an officer, employee, or agent of the taxing unit caused or resulted in the taxpayer's failure to pay the tax before the delinquency and such taxes are paid within twenty-one days of the date such taxes were due. It is the position of the tax office that no officer, employee, or agent caused or resulted in the taxpayer's failure to pay property tax.

It is up to each of the individual governing bodies to authorize the waiver for each applicant. Based on the merits of each individual applicant. There are three points of consideration that were provided to City staff from the McLennan County Tax Office those items are listed below, as well as section 33.011 of the Texas Property Tax Code for your reference.

- Oncor has two property ID's that fall within the City's taxing jurisdiction ID# 128066, and ID#131131. The 2023 appraised value statement are attached with this write up.
- City of Lorena Penalty & Interest on these two properties is very insignificant in value.
- Both properties combined estimated City taxes for 2022 was \$58.77, and Oncor is asking to waive only the penalties and interest on the \$58.77 which at 7% which is the standard rate comes to a total of \$4.11

Sec. 33.011. WAIVER OF PENALTIES AND INTEREST. (a) The governing body of a taxing unit:

(1) shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency;

(2) may waive penalties and provide for the waiver of interest on a delinquent tax if:

(A) the property for which the tax is owed is acquired by a religious organization; and

(B) before the first anniversary of the date the religious organization acquires the property, the organization pays the tax and qualifies the property for an exemption under Section 11.20 as evidenced by the approval of the exemption by the chief appraiser under Section 11.45; and

(3) may waive penalties and provide for the waiver of interest on a delinquent tax if the taxpayer submits evidence showing that:

(A) the taxpayer attempted to pay the tax before the delinquency date by mail;

(B) the taxpayer mailed the tax payment to an incorrect address that in a prior tax year was the correct address for payment of the taxpayer's tax;

(C) the payment was mailed to the incorrect address within one year of the date that the former address ceased to be the correct address for payment of the tax; and

(D) the taxpayer paid the tax not later than the 21st day after the date the taxpayer knew or should have known of the delinquency.

(b) If a tax bill is returned undelivered to the taxing unit by the United States Postal Service, the governing body of the taxing unit shall waive penalties and interest if:

(1) the taxing unit does not send another tax bill on the property in question at least 21 days before the delinquency date to the current mailing address furnished by the property owner and the property owner establishes that a current mailing address was furnished to the appraisal district by the property owner for the tax bill before September 1 of the year in which the tax is assessed; or

(2) the tax bill was returned because of an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates and the taxing unit or appraisal district did not send another tax bill on the property in question at least 21 days before the delinquency date to the proper mailing address.

(c) For the purposes of this section, a property owner is considered to have furnished a current mailing address to the taxing unit or to the appraisal district if the current address is expressly communicated to the appraisal district in writing or if the appraisal district received a copy of a recorded instrument transferring ownership of real property and the current mailing address of the new owner is included in the instrument or in accompanying communications or letters of transmittal.

(d) A request for a waiver of penalties and interest under Subsection (a)(1) or (3), (b), (h), (j), or (k) must be made before the 181st day after the delinquency date. A request for a waiver of penalties and interest under Subsection (a)(2) must be made before the first anniversary of the date the religious organization acquires the property. A request for a waiver of penalties and interest under Subsection (i) must be made before the 181st day after the date the property owner making the request receives notice of the delinquent tax that satisfies the requirements of Section 33.04(c). To be valid, a waiver of penalties or interest under this section must be requested in writing. If a written request for a waiver is not timely made, the governing body of a taxing unit may not waive any penalties or interest under this section.

(e) Penalties and interest do not accrue during the period that a bill is not sent under Section 31.01(f).

(f) A property owner is not entitled to relief under Subsection (b) of this section if the property owner or the owner's agent furnished an incorrect mailing address to the appraisal district or the taxing unit or to an employee or agent of the district or unit.

(g) Taxes for which penalties and interest have been waived under Subsection (b) of this section must be paid within 21 days of the property owner having received a bill for those taxes at the current mailing address.

(h) The governing body of a taxing unit shall waive penalties and interest on a delinquent tax if:

(1) the tax is payable by electronic funds transfer under an agreement entered into under Section 31.06(a); and
(2) the taxpayer submits evidence sufficient to show that:

(A) the taxpayer attempted to pay the tax by electronic funds transfer in the proper manner before the delinquency date;

(B) the taxpayer's failure to pay the tax before the delinquency date was caused by an error in the transmission of the funds; and

(C) the tax was properly paid by electronic funds transfer or otherwise not later than the 21st day after the date the taxpayer knew or should have known of the delinquency.

(i) The governing body of a taxing unit may waive penalties and interest on a delinquent tax that relates to a date preceding the date on which the property owner acquired the property if:

(1) the property owner or another person liable for the tax pays the tax not later than the 181st day after the date the property owner receives notice of the delinquent tax that satisfies the requirements of Section 33.04(c); and

(2) the delinquency is the result of taxes imposed on:

(A) omitted property entered in the appraisal records as provided by Section 25.21;

(B) erroneously exempted property or appraised value added to the appraisal roll as provided by Section 11.43(i); or

(C) property added to the appraisal roll under a different account number or parcel when the property was owned by a prior owner.

(j) The governing body of a taxing unit may waive penalties and interest on a delinquent tax if the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency date to:

(1) the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; or

(2) a private delivery service for delivery, but an act or omission of the private carrier resulted in the taxpayer's payment being received by the taxing unit after the delinquency date.

(k) The governing body of a taxing unit may waive penalties and interest on a delinquent tax if:

(1) the property for which the tax is owed is subject to a mortgage that does not require the owner of the property to fund an escrow account for the payment of the taxes on the property;

(2) the tax bill was mailed or delivered by electronic means to the mortgagee of the property, but the mortgagee failed to mail a copy of the bill to the owner of the property as required by Section 31.01(j); and

(3) the taxpayer paid the tax not later than the 21st day after the date the taxpayer knew or should have known of the delinquency.

Recommendation:

City Council make a decision as to whether or not to authorize a waiver of penalty and interest on the taxes for Oncor Electric Delivery Company.

2023 Notice of Appraised Value

MCLENNAN COUNTY APPRAISAL DISTRICT
315 S 26TH ST
WACO, TX 76710
Phone: 254-752-9864

Account#: 128066
Ownership %: 100.00
Geo ID: 300010000024004
DBA: TXU ELECTRIC COMPANY
Legal: COUNTRY AIR EST Lot 24 Block 1 Acres .798
Legal Acres: 0.798
Situs: OLD TEMPLE RD LORENA, TX 76655
Agent ID: 22
Efile PIN: XXXXXXXXXXXXXXXXXXXXXXX

DATE OF NOTICE: April 28, 2023

Property ID: 128066 - 300010000024004

K E Andrews & Company
Agent for: TXU ELECTRIC DELIVERY COMPANY
2424 Ridge Rd
Rockwall, TX 75087-5116

Dear Property Owner,

We have appraised the property listed above for the tax year 2023. As of January 1, our appraisal is outlined below.

Appraisal Information			Last Year - 2022	Proposed - 2023	
2022 Exemption Amount	2022 Taxable Value	Taxing Unit	2023 Proposed Appraised Value	2023 Exemption Amount	2023 Taxable Value
0	8,660	LORENA ISD	14,630	0	14,630
0	8,660	LORENA, CITY OF	14,630	0	14,630
0	8,660	MCLENNAN COMMUNITY COLLEGE	14,630	0	14,630
0	8,660	MCLENNAN COUNTY	14,630	0	14,630

The difference between the 2018 appraised value and the 2023 appraised value is 0.00%.

The governing body of each unit decides whether or not property taxes will increase. The appraisal district only determines the value of your property. The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

* This indicates a tax ceiling exists for that taxing unit. If you qualified your home for an age 65 and older or disabled person homestead exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance).

Beginning August 7th, visit Texas.gov/PropertyTaxes to find a link to your local property tax database where you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

To file a protest, complete the notice of protest form following the instructions included in the form and no later than the deadline below, mail or deliver the form to the appraisal review board at the following address: 315 S 26th Street Waco, TX 76710

Deadline for filing a protest: May 29, 2023

Location of Hearings: 315 S 26th Street Waco, TX 76710

ARB will begin hearings: May 17, 2023

Included are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; (2) Notice of Protest; and (3) Exemption Description List.

Property owners who file a notice of protest with the appraisal review board (ARB) may request an informal conference with the appraisal district to attempt to resolve disputes prior to a formal ARB hearing. In counties with populations of 1 million or more, property owners may request an ARB special panel for certain property protests. Contact your appraisal district for further information.

2023 Notice of Appraised Value

MCLENNAN COUNTY APPRAISAL DISTRICT
315 S 26TH ST
WACO, TX 76710
Phone: 254-752-9864

Account#: 131131
Ownership %: 100.00
Geo ID: 300847000019007
DBA: TXU ELECTRIC COMPANY
Legal: THATCHER T Acres .15
Legal Acres: 0.15
Situs: OLD TEMPLE RD LORENA, TX 76655
Agent ID: 22
Efile PIN: XXXXXXXXXXXXXXXXXXXXXXX

DATE OF NOTICE: April 28, 2023

Property ID: 131131 - 300847000019007

K E Andrews & Company
Agent for: TXU ELECTRIC DELIVERY COMPANY
2424 Ridge Rd
Rockwall, TX 75087-5116

Dear Property Owner,

We have appraised the property listed above for the tax year 2023. As of January 1, our appraisal is outlined below.

Appraisal Information			Last Year - 2022	Proposed - 2023	
2022 Exemption Amount	2022 Taxable Value	Taxing Unit	2023 Proposed Appraised Value	2023 Exemption Amount	2023 Taxable Value
0	1,630	LORENA ISD	2,940	0	2,940
0	1,630	LORENA, CITY OF	2,940	0	2,940
0	1,630	MCLENNAN COMMUNITY COLLEGE	2,940	0	2,940
0	1,630	MCLENNAN COUNTY	2,940	0	2,940

The difference between the 2018 appraised value and the 2023 appraised value is 0.00%.

The governing body of each unit decides whether or not property taxes will increase. The appraisal district only determines the value of your property. The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

* This indicates a tax ceiling exists for that taxing unit. If you qualified your home for an age 65 and older or disabled person homestead exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance).

Beginning August 7th, visit Texas.gov/PropertyTaxes to find a link to your local property tax database where you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

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Property owners who file a notice of protest with the appraisal review board (ARB) may request an informal conference with the appraisal district to attempt to resolve disputes prior to a formal ARB hearing. In counties with populations of 1 million or more, property owners may request an ARB special panel for certain property protests. Contact your appraisal district for further information.

CHIEF APPRAISER



Michael Baldwin
South Region Manager

Oncor Electric Delivery
3620 Franklin Ave.
Waco, Texas 76710

Tel 254 750 5202
Cell 469 261 7856

June 9, 2023

McLennan County Tax Assessor/Collector
Attn: Randy Riggs
215 N. 5th St., Records Bldg.
Waco, TX 76701-1372

RE: Oncor Electric Delivery Company, LLC – Request for Waiver Penalty and Interest

Dear Mr. Riggs:

Please find the enclosed Memorandum from Ramon Coleman, Manager Customer Service Downtown Station United States Postal Service regarding the Postal Service in Dallas failure to timely postmark Oncor Electric Delivery, LLC tax payment to McLennan County that was delivered to the Post Office by Matthew Aaelvoet on January 31, 2023. This letter was not included in the original submittal by Oncor to the County on May 4, 2023.

It explains why the 141 Certified Oncor letters could not be processed on the date that they were delivered to the Post Office at 400 N Ervay St. Dallas, TX 75201 due to the Post Office being shorthanded due to the weather.

I would also like to add, that the time shown on the USPS Tracking system for when the certified mail postage was purchased is UTC time (Coordinated Universal Time), which is 5 hours later than Central Time. When Scott Wert, Attorney with Linegarter Goggan Blair & Sampson, LLP claimed that Oncor's representative did not purchase the labels until 6:24 PM, when the Post Office closes at 5 PM. The postage was actually purchased at 1:24 PM.

Oncor respectfully requests that all penalty and interest would be waived in light of this additional information. If you have any questions, please contact me at (254) 750-5202.

Respectfully,

Michael L. Baldwin

Enclosure

Cc: Mr. Dustin Chapman, McLennan County Administrator
David Gilliland, Duggins Wren Mann & Romero, LLP
Dan Altman, Oncor Sr. Council



To whom it my concern:

On January 31, 2023 Oncor brought in over 141 Certified letters. Due to the unforeseen weather and only having one window clerk. Our staffing could not handle processing over 141 prepaid acceptance scans over the window. However they where brought in on 01/31/23. But letter on received a acceptance scan from the plant at a later date.

A handwritten signature in black ink, appearing to read 'Ramon Coleman'.

Ramon Coleman
Manager Customer Service
Downtown Station
400 N Ervay St
Dallas Texas 75201



DUGGINS
WREN
MANN &
ROMERO, LLP

One American Center
600 Congress
Suite 1900
Austin, TX 78701

P.O. Box 1149
Austin, TX 78767

P: 512.744.9300
F: 512.744.9399
www.dwmrlaw.com

May 4, 2023

VIA EMAIL randy.riggs@mclennan.tx.us AND REGULAR MAIL

McLennan County Tax Assessor/Collector
Attn. Randy Riggs
215 N. 5th St., Records Bldg.
Waco, Texas 76701-1372

RE: Oncor Electric Delivery Company LLC – Request for Waiver of Penalty and Interest

Dear Mr. Riggs:

We have been engaged to represent Oncor Electric Delivery Company LLC and to file this Request for Waiver of Penalty and Interest pursuant to Texas Tax Code section 33.011(j).

As you know, Section 33.011 sets forth certain limited circumstances in which taxing units are authorized to waive penalty and interest. Subsection (j) expressly provides that a taxing unit may waive penalty and interest “if the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency date to . . . the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer’s payment being postmarked after the delinquency date.” That is precisely what happened in this case.

Attached is the Affidavit of Matthew Aelvoet detailing how he delivered to the U.S. Postal Service the package containing the tax payment to the McLennan County Tax Assessor/Collector on January 31, 2023 for taxes due to the various taxing units it represents. Due to the severe inclement weather in Dallas on that and subsequent days, post office operations were interrupted. As a result, Oncor’s package containing McLennan County’s tax payment was not postmarked on January 31, 2023.

Mr. Aelvoet’s Affidavit is corroborated by the attached copies of a contemporaneous text exchange between Mr. Aelvoet and his supervisor, Mark Ramirez, and a contemporaneous email between Mr. Ramirez and his supervisor, Bonnie Clutter, regarding Mr. Aelvoet’s success in delivering the tax payments to the Postal Service.

While we realize that our evidence is circumstantial, Section 33.011(j) appears to contemplate proof by circumstantial evidence. The Postal Service failed to timely postmark our tax payment to McLennan County that was delivered to them by Mr.



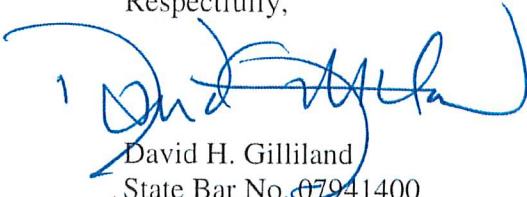
May 4, 2023

Page 2

Aelvoet. Oncor only became aware of that after the fact. Although Mr. Aelvoet was told by the Postal Service employee that the tax payment package to McLennan County would be postmarked on January 31, 2023, it was not. We do not know why. We do know, and believe that we have demonstrated with the attached support, that the package was timely delivered to the Postal Service.

Oncor respectfully requests that all penalty and interest be waived. If you have questions, please do not hesitate to ask. If there is someone with Oncor you wish to question, we can make that happen. Oncor will respect and abide by whatever decision you make.

Respectfully,



David H. Gilliland
State Bar No. 07941400
P. O. Box 1149
Austin, Texas 78767-1149
dgilliland@dwmrlaw.com

List of Taxing Units

McLennan County	Axtell ISD	Bosqueville ISD
Bruceville-Eddy ISD	China Spring ISD	Connally ISD
Crawford ISD	Gholson ISD	Hallsburg ISD
La Vega ISD	Lorena ISD	Mart ISD
McGregor ISD	Midway CISD	Moody ISD
Oglesby ISD	Riesel ISD	Robinson ISD
Waco ISD	West ISD	City of Bellmead
City of Beverly Hills	City of Bruceville-Eddy	City of Gholson
City of Golinda	City of Hallsburg	City of Hewitt
City of Lacy Lakeview	City of Leroy	City of Lorena
City of Mart	City of McGregor	City of Moody
City of Riesel	City of Robinson	City of Waco
City of West	City of Woodway	Castleman Creek Watershed
Elm Creek Watershed	McLennan Comm. Coll.	Tehuacana WCIT No 1

January 31, 2023 Text Exchange between Mr. Aelvoet and Mr. Ramirez



Mark Ramirez



are having pain this week. Thanks!

Tuesday, Jan 31 • 12:03 PM

If you do decide to walk to post office you can get in tunnel at Fairmont Hotel. Once you get in the tunnel, take a left to go thru glass doors past elevators, then take another left in tunnel. Keep going until you get to escalators. Take escalators up to Ross Tower. Post office is a block away from Ross Tower.

Thx

Tuesday, Jan 31 • 2:28 PM

Mission complete

GREAT!!! Thanks Matt! Really appreciate you going in to the office today. Be safe on way home.

Did you spend the night at hotel?

No, I got up at 6, wasn't bad outside then

January 31, 2023 Email Exchange between Mr. Ramirez and Ms. Clutter

David Gilliland

From: Ramirez, Mark <Mark.Ramirez@oncor.com>
Sent: Thursday, April 27, 2023 3:42 PM
To: David Gilliland
Subject: FW: Update on property taxes

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David

This is the e-mail I sent to Bonnie letting her know that Matt was able to get to the post office and mail the checks.

Thanks,

From: Ramirez, Mark
Sent: Tuesday, January 31, 2023 2:37 PM
To: Clutter, Bonnie <Bonnie.Clutter@oncor.com>
Subject: RE: Update on property taxes

Matt just sent me text saying "mission accomplished" He did not stay at hotel last night. He said he left home at 6 a.m. this morning. He said roads weren't bad then.

From: Clutter, Bonnie
Sent: Tuesday, January 31, 2023 1:31 PM
To: Ramirez, Mark <Mark.Ramirez@oncor.com>
Subject: RE: Update on property taxes

Thanks for update. Did he stay at the Fairmont last night?

From: Ramirez, Mark
Sent: Tuesday, January 31, 2023 1:27 PM
To: Clutter, Bonnie <Bonnie.Clutter@oncor.com>
Subject: Update on property taxes

The post office on Ervay is open until 5 so Matt is going to try to go mail the checks there, although when I talked to him before lunch he was still working on putting checks and statements together. A little frustrating, but we can talk about that later. I had also talked to Suzi and she said that surely the various CADs would allow us to be late because of the weather

Mark Ramirez | Tax Accounting | Oncor Electric Delivery | 1616 Woodall Rogers | Dallas, TX 75202
 214-486-4559 | mark.ramirez@oncor.com

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is

strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

Affidavit of Matthew Aelvoet with Exhibits

State of Texas
County of Dallas

Affidavit of Matthew Aelvoet

Before me, the undersigned Notary Public, on this day personally appeared Matthew Aelvoet, the affiant, a person whose identity is known to me. After I administered an oath to affiant, he testified as follows:

1. My name is Matthew Aelvoet. I am over 21 years of age, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am the Senior Accountant for Oncor Electric Delivery Company LLC (“Oncor”) and have held that position since March 28, 2022.

3. One of my job responsibilities is to process and pay Texas property taxes for Oncor. In furtherance of that duty, I directed the preparation of a check payable to the McLennan County Tax Assessor/Collector for all of the taxes owed to the various taxing units in McLennan County. I also prepared a package addressed to the McLennan County Tax Assessor Collector for certified mail delivery. A copy of the address label for that package is attached as Exhibit A. It reflects that I placed postage on the package using Oncor's postage meter on January 31, 2023.

4. Because of severe weather conditions on January 31, 2023, I attempted to call the main Dallas United States Post Office to determine if it was open. I got a recording saying that all post office outlets were closed due to the winter storm. Additional efforts were made to contact local post office outlets, and we were successful in reaching the main downtown post office location at 400 N. Ervay St., Dallas, TX 75201 and found that it was open. I took the McLennan County payment package, along with hundreds of others, to the post office on foot. The photographs attached as Exhibit B show the packages that I took to the post office on foot that day in the snow.

5. The Ervay St. outlet was manned by a single postal worker on January 31, 2023. The postal employee refused to provide me with any proof that I delivered the packages/envelopes to the U.S. Postal Service on January 31, 2023. The postal employee stated that because the outlet was not equipped with a scanner to read

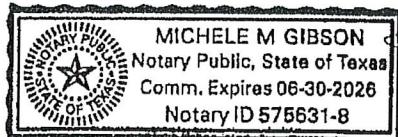
certified mail bar codes from the Oncor postage meter he was not authorized to provide a receipt to me that I delivered the package addressed to McLennan County, or any of the other packages processed through our postage meter system, showing delivery to the post office on January 31, 2023. He stated that the packages would be transferred that day to the main post office where they would be date-stamped as of January 31, 2023, scanned into their certified mail tracking system, and then enter their system for delivery. Unfortunately, we know that nothing left the Ervay St. outlet until February 3. The letter from the Postal Service attached as Exhibit C confirms that outgoing mail "did not go out due to severe inclement weather during January 31-Feb 2, 2023." Despite our repeated requests, the Postal Service has been unable to provide any information as to why our package addressed to McLennan County was not delivered for several weeks.

6. Because I did not have a package large enough for the mailing to Tarrant County, I had to purchase a package and postage for that mailing at the post office that day. Exhibit D is a photocopy of the Certified Mail Receipt and the receipt documenting my purchase. It is dated January 31, 2023 and is objective proof that I was physically in that post office outlet, as I have stated, mailing Oncor's tax payments.

Further Affiant Sayeth Not.

Matthew Aelvoet
Matthew Aelvoet

SUBSCRIBED AND SWORN TO BEFORE ME on May 3 2023,
2023, to certify which witness my hand and official seal.



Matthew Aelvoet
Notary Public in and for the State of Texas

Affidavit of Matthew Aelvoet Exhibit A

FOLD OVER TOP OF ENVELOPE

FOLD OVER TOP OF ENVELOPE

USPS CERTIFIED MAIL™

Oncor Electric Delivery Company
1616 WOODALL RODGERS FWY
ATTN STATE & LOCAL TAX
DALLAS TX 75202-1234

\$6.61 US POSTAGE
FIRST-CLASS
Jan 31 2023
Mailed from ZIP 75202
6 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 2
11923275



062S0012913542

USPS CERTIFIED MAIL



9407 1118 9876 5837 7343 52
MCLENNAN COUNTY TAX OFFICE
PO BOX 406
WACO TX 76703-0406



Affidavit of Matthew Aelvoet Exhibit B

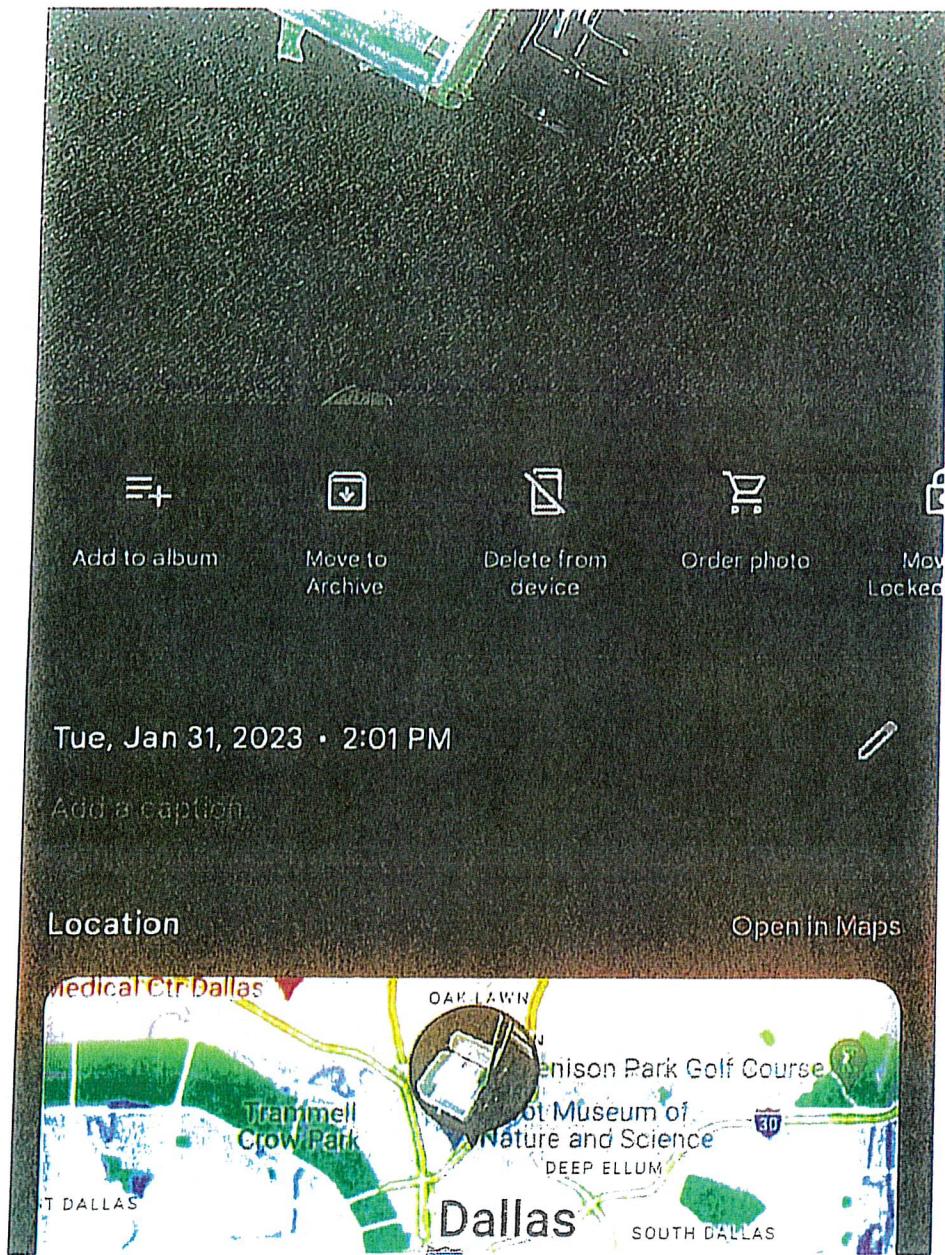
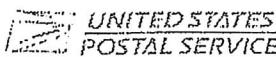


Exhibit B



Affidavit of Matthew Aelvoet Exhibit C



Date: 2/24/2023

MEMORANDUM FOR: To whom it may concern,

This is a letter to confirm that outgoing mail at Downtown Station (400 N Ervay, DIs, 75201) did not go out due to severe inclement weather during Jan 31- Feb 2, 2023. We apologize for any inconvenience this may have caused; however this is the decision that was made. If you have any questions please feel free to contact us at the information below.

A handwritten signature in black ink, appearing to read 'M. Fields'.

To your success,

Morris Fields
Delivery Supervisor
214-468-8270
Morris.e.fields@usps.gov

Exhibit C

Affidavit of Matthew Aelvoet Exhibit D

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

0744 6969 0001 4000 2220 2220

Domestic Mail Fee

Is Extra Signature \$5 Fees (Check box and sign for extra responsibility)

Return Receipt (Handwritten)

Return Receipt (Machine) Add. \$1.00

Certified Mail Receipt Delivery Add. \$1.00

Adult Signature Required Add. \$1.00

Adult Signature Restricted Delivery Add. \$1.00

Footmark
Here

Postage

Total Postage and Fees:

Is Send To
 Street Address:
 City, State, Zip:

PS Form 3800, April 2015 PGN 7530-02-000-0047 See Reverse for Instructions

Geometric Topology
Det. t init
at i deg: $\sqrt{15}A$
when y even, $t \leftarrow -t$

Tracking # **2015957777**
and **flat rates** may apply
Visit www.usps.com USPS Tracking or call 1-800-USPS-INFO

Insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.html> or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informeddelivery.usps.com>

Refunds for unused postage stamps and postage
Thank you for your business only

last to: <https://posalexafer1evice.com/pos> or scan this code with your mobile device.

Exhibit D

Wells Fargo Way2Save® Checking

February 15, 2023 Page 1 of 8



E
MATTHEW A AELVOET
3451 NORMANDY AVE
DALLAS TX 75205-2213

Questions?

Available by phone 24 hours a day, 7 days a week.
We accept all relay calls, including 711
1-800-TO-WELLS (1-800-869-3557)
En español: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

Statement period activity summary

Beginning balance on 1/19

Deposits/Additions

Withdrawals/Subtractions

Ending balance on 2/15

Account number:

MATTHEW A AELVOET

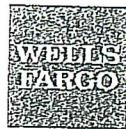
Texas/Arkansas account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 111900659

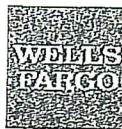
Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.



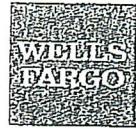
Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/19		Recurring Payment authorized on 01/17 Starbucks 800-782-800-782-7282 WA S463017517506235 Card 6966			
1/19		Purchase authorized on 01/17 Jakes Gameday Walm Dallas TX S303018020391099 Card 5330			
1/19		Purchase authorized on 01/18 Amzn Mktp US*Pp6M9 Amzn.Com/Bill WA S583018733748625 Card 6966			
1/19		Purchase authorized on 01/19 7-Eleven Dallas TX P000000183370742 Card 5330			
1/19		Purchase authorized on 01/19 Venmo* VISA Direct NY S463019768537052 Card 6966			
1/19		Purchase authorized on 01/19 7-Eleven University PA TX P000000979755718 Card 5330			
1/19		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/20		Recurring Payment authorized on 01/18 Starbucks 800-782-800-782-7282 WA S583018516677285 Card 6966			
1/20		Purchase authorized on 01/18 Tom Thumb #1973 Dallas TX S583018545536604 Card 6966			
1/20		Recurring Payment authorized on 01/19 Up Eutility 214-9875321 TX S583019532944746 Card 6966			
1/20		Purchase authorized on 01/19 Medical City Dalla Dallas TX S583019660826435 Card 6966			
1/20		Purchase authorized on 01/19 Cvs/Pharmacy #0764 Dallas TX S463019803468988 Card 6966			
1/20		Purchase authorized on 01/19 Cvs/Pharmacy #0764 Dallas TX S463019806344001 Card 6966			
1/20		Purchase authorized on 01/19 Prime Video*310Qq0 888-802-3080 WA S303019818891018 Card 6966			
1/20		Purchase authorized on 01/19 Apple.Com/Bill 866-712-7753 CA S383020004457218 Card 6966			
1/20		Recurring Payment authorized on 01/19 Apple.Com/Bill 866-712-7753 CA S303020012497913 Card 6966			
1/20		Purchase authorized on 01/20 Venmo* VISA Direct NY S303020853961517 Card 6966			
1/20		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/23		Recurring Payment authorized on 01/19 Starbucks 800-782-800-782-7282 WA S3030195065569078 Card 6966			
1/23		Recurring Payment authorized on 01/19 Apple.Com/Bill 408-974-1010 CA S463020012630438 Card 6966			
1/23		Recurring Payment authorized on 01/20 Starbucks 800-782-800-782-7282 WA S303020517094560 Card 6966			
1/23		Purchase authorized on 01/20 Aria Nail Bar Dallas TX S303020702474230 Card 6966			
1/23		Purchase authorized on 01/20 Tst* Yumilicious - Dallas TX S383020749112057 Card 6966			
1/23		Purchase authorized on 01/20 Yonkers Pizza Comp Dallas TX S583020851414173 Card 5330			
1/23		Purchase authorized on 01/20 Amazon.Com*849Fw5C Amzn.Com/Bill WA S383021133984538 Card 6966			
1/23		Purchase authorized on 01/20 Amazon Digi*3H1GL 888-802-3080 WA S303021138354435 Card 6966			
1/23		Recurring Payment authorized on 01/21 Starbucks 800-782-800-782-7282 WA S383021533857337 Card 6966			
1/23		Purchase authorized on 01/21 Racefrac498 Dallas TX P463021783610143 Card 5330			
1/23		Purchase authorized on 01/21 Babybliss Dallas TX S463021834430842 Card 6966			
1/23		Recurring Payment authorized on 01/22 Apple.Com/Bill 866-712-7753 CA S303022355698482 Card 6966			



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/23		Purchase authorized on 01/22 The Home Depot #0589 Dallas TX P00000046536378 Card 6966			
1/23		Purchase authorized on 01/22 Target 0000 Dallas TX S463022628302633 Card 6966			
1/23		Purchase authorized on 01/22 Amzn Mktg US*LI73L Amzn.Com/Bill WA S303023093973714 Card 6966			
1/23		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/24		Recurring Payment authorized on 01/22 Starbucks 800-782-800-782-7282 WA S383022538723752 Card 6966			
1/24		Purchase authorized on 01/22 Tom Thumb #1973 Dallas TX S463022569059186 Card 6966			
1/24		Purchase authorized on 01/22 Amazon.Com*5W1Lc5C Amzn.Com/Bill WA S463022663087895 Card 6966			
1/24		Purchase authorized on 01/22 Topgolf Dallas 005 Dallas TX S583022704580643 Card 5330			
1/24		Purchase authorized on 01/22 Topgolf Dallas 005 Dallas TX S383022731085457 Card 5330			
1/24		Purchase authorized on 01/22 Tst* Bad Chicken Dallas TX S303022819142937 Card 5330			
1/24		Recurring Payment authorized on 01/23 Apple.Com/Bill 866-712-7753 CA S463023504180090 Card 6966			
1/24		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/25		Recurring Payment authorized on 01/23 Starbucks 800-782-800-782-7282 WA S583023516479007 Card 6966			
1/25		Purchase authorized on 01/24 Amazon.Com*520x26N Amzn.Com/Bill WA S303024525917408 Card 6966			
1/25		Purchase authorized on 01/24 Think Energy Ecom Https://WWW.F TX S303024575338243 Card 5330			
1/25		Purchase authorized on 01/24 Apple.Com/Bill 866-712-7753 CA S303024822192711 Card 3520			
1/25		Purchase authorized on 01/24 Sp Happiest Baby Httpshappiest CA S303024848225360 Card 3520			
1/25		Purchase authorized on 01/25 7-Eleven University PA TX P000000780799363 Card 5330			
1/25		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/26		Recurring Payment authorized on 01/24 Starbucks 800-782-800-782-7282 WA S303024520014902 Card 6966			
1/27		Purchase authorized on 01/25 Starbucks Store 69 Dallas TX S383025522622747 Card 3520			
1/27		Recurring Payment authorized on 01/26 Apple.Com/Bill 866-712-7753 CA S463026375779534 Card 3520			
1/27		Recurring Payment authorized on 01/26 Apple.Com/Bill 866-712-7753 CA S303026441560163 Card 3520			
1/27		Online Transfer to Aelvoet M Custom Management(Rm) XXXXXX9639 Ref #b0Hk5Bm3F on 01/27/23			
1/27		Purchase with Cash Back \$ 5.00 authorized on 01/27 7-Eleven University PA TX P000000786519522 Card 5330			
1/27		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/30		Recurring Payment authorized on 01/26 Starbucks 800-782-800-782-7282 WA S303026525100701 Card 3520			
1/30		Purchase authorized on 01/26 Burger House Hilic 214-3610370 TX S463027013614353 Card 5330			
1/30		Purchase authorized on 01/28 Children's Aquari Dallas TX S303028685430941 Card 3520			
1/30		Purchase authorized on 01/28 Zll*Zoceanarium G Dallas TX S3830287118893758 Card 3520			
1/30		Purchase authorized on 01/28 Chick-Fil-A #02256 Dallas TX S303028727747107 Card 3520			
1/30		Purchase authorized on 01/28 The Original Chops Dallas TX S463028733339062 Card 3520			
1/30		Purchase authorized on 01/28 Sq *Baldo's Ice Cie Dallas TX S583028750060644 Card 3520			



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/30		Purchase authorized on 01/28 Uber Eats Help.Uber.Com CA S583029009113607 Card 3520			
1/30		Purchase authorized on 01/29 Target D003 Dallas TX S383029716119793 Card 3520			
1/30		Purchase authorized on 01/29 Cvs/Pharmacy #0498 Dallas TX S383029728440251 Card 3520			
1/30		Purchase authorized on 01/29 Tom Thumb #1973 Dallas TX P303029807224826 Card 3520			
1/30		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
1/31		Purchase authorized on 01/29 Tom Thumb #1973 Dallas TX S583029611560483 Card 3520			
1/31		Purchase authorized on 01/30 Ymca Dallas Draft 214-880-9622 TX S303030560879869 Card 3520			19.80
1/31		Purchase authorized on 01/31 USPS PO 48220802 400 N Er Dallas TX P303031735011421 Card 5330			
1/31		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/1		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #lb0Hlgmfdk on 02/01/23			
2/1		Online Transfer From Luedtke E Everyday Checking xxxxxx4978 Ref #lb0Hlhk5Y on 02/01/23			
2/1		Purchase authorized on 01/30 Starbucks Store 69 Dallas TX S463030533303120 Card 3520			
2/1		Purchase authorized on 01/30 Tom Thumb #1973 Dallas TX S583030544661752 Card 3520			
2/1		Purchase authorized on 02/01 7-Eleven University PA TX P000000283280946 Card 5330			
2/1		State Farm Ro 27 Sfpp 08 S 1357882308 Matthew Aelvoet			
2/1		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/2		Recurring Payment authorized on 02/01 Sxm*Siriusxm.Com/A 888-635-5144 NY S583032606089405 Card 5330			
2/2		Purchase authorized on 02/01 Etsy.Com - Millaoli 718-8557955 NY S583032614118933 Card 3520			
2/2		Purchase authorized on 02/01 Apple.Com/Bill 866-712-7753 CA S463033085086094 Card 3520			
2/2		Purchase authorized on 02/02 Tom Thumb #1973 Dallas TX P303033780533287 Card 5330			
2/2		Northway Christi 2143691423 230201 xxxxx8959 Matt Aelvoet			
2/2		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/3		Recurring Payment authorized on 02/02 Energy Ogre Hlpswww.Ener TX S463033420338826 Card 5330			
2/3		Recurring Payment authorized on 02/02 Uber Pass Help.Uber.Com CA S383033600487997 Card 3520			
2/3		Purchase authorized on 02/02 New York Sub Dallas TX S303033614120755 Card 5330			
2/3		Purchase authorized on 02/02 New York Sub Dallas TX S303033626358124 Card 5330			
2/3		Purchase authorized on 02/02 ipsy Add Ons 888-769-4526 CA S303034097765335 Card 3520			
2/3		Purchase authorized on 02/03 7-Eleven Dallas TX P000000470825085 Card 5330			
2/3		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/6		Online Transfer From Luedtke E Way2Save Savings xxxxx1691 Ref #lb0Hmw5c5Ym on 02/06/23			
2/6		Purchase authorized on 02/03 Babybliss Dallas TX S583034696581809 Card 3520			
2/6		Purchase authorized on 02/03 Italia Express Ced Dallas TX S583034853701845 Card 3520			
2/6		Purchase authorized on 02/04 DD Doordash Juicel 855-973-1040 CA S383035554453989 Card 3520			18.43
2/6		Purchase authorized on 02/04 Chips Old Fashione Dallas TX S38303564746B426 Card 5330			67.89



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
2/6		Purchase authorized on 02/04 Tom Thumb #1973 Dallas TX P463035754560444 Card 5330			
2/6		Purchase authorized on 02/04 Tst* Yumilicious - Dallas TX S583035775864683 Card 3520			
2/6		Purchase authorized on 02/04 Sp The Toy Store 145-97595771 TX S583035800593042 Card 3520			
2/6		Purchase authorized on 02/04 Dear Hannah Dallas TX S303035812910166 Card 3520			
2/6		Purchase authorized on 02/04 Banditos Tex Mex 214-6361228 TX S463036019633752 Card 5330			
2/6		Purchase authorized on 02/05 Tom Thumb #1973 Dallas TX P583036803721267 Card 5330			
2/6		Citizens Mig Pmt 020323 0012995358 Aelvoet			
2/6		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/7		Purchase authorized on 02/05 Tom Thumb #1973 Dallas TX S583036541247544 Card 3520			
2/7		Purchase authorized on 02/06 Medical City Dallas Dallas TX S383037615153253 Card 3520			
2/7		Recurring Payment authorized on 02/06 Google *Vito 855-836-3987 CA S583038065328022 Card 5330			
2/7		Recurring Payment authorized on 02/06 Google *Vito 855-836-3987 CA S463038114072386 Card 5330			
2/7		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/8		Purchase authorized on 02/08 Love's #719 Troy TX P383039484357209 Card 5330			
2/8		Non-WF ATM Withdrawal authorized on 02/08 6501 Hillcrest Ave Dallas TX 383039578939835 ATM ID Px3575 Card 3520			
2/8		Non-Wells Fargo ATM Transaction Fee			
2/8		Cash eWithdrawal in Branch/Store 02/08/2023 08:31 AM 4150 Mockingbird Ln Dallas TX 3520			
2/8		Purchase authorized on 02/08 Shell Service Station Red Oak TX P583039849099150 Card 5330			
2/8		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/9		Purchase authorized on 02/08 Sq *Galaxy Cafe Austin TX S583039628507273 Card 5330			
2/9		Purchase authorized on 02/08 Sq *Jd's Chippery Dallas TX S463039724673872 Card 3520			
2/9		Purchase authorized on 02/08 Sq *Jd's Chippery Dallas TX S383039725534655 Card 3520			
2/9		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/13		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #b0Hp79M8J on 02/11/23			
2/13		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #b0Hpmxxhr on 02/13/23			
2/13		Purchase authorized on 02/09 Uber Eats Help.Uber.Com CA S303040860862873 Card 3520			
2/13		Recurring Payment authorized on 02/11 Cvs Carepass 800-746-7287 RI S303042364913909 Card 5330			
2/13		Purchase authorized on 02/11 Tom Thumb #1973 Dallas TX P303042616285319 Card 5330			
2/13		Purchase authorized on 02/11 Tom Thumb #1973 Dallas TX P303042757843185 Card 5330			
2/13		Purchase authorized on 02/12 Tom Thumb #1973 Dallas TX P463043613677843 Card 5330			
2/13	399	Check			
2/13		Save As You Go Transfer Debit to XXXXXXXXXXXX1691			
2/14		Non-WF ATM Transaction Fee Reversal			
2/14		Provisional Credit - ATM Claim 70208230166			
2/14		Online Transfer From Aelvoet M Custom Management(Rm) xxxxxx9639 Ref #b0Hpvqj62 on 02/14/23			
2/14		Purchase authorized on 02/13 Medical City Dallas Dallas TX S463044633696563 Card 3520			



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
2/14		Purchase authorized on 02/13 Sp Babybliss 146-32329420 TX S303044707137690 Card 3520			
2/14		Purchase authorized on 02/13 Fsp' Luke's Locker Dallas TX S5B3044773723423 Card 3520			
2/14		Purchase authorized on 02/14 Central Market #552 Dallas TX P303045731252890 Card 5330			
2/14		Purchase authorized on 02/14 Sunoco 80023259 Dallas TX P000000987179822 Card 3520			
2/14		Purchase authorized on 02/14 Venmo* VISA Direct NY S383045832551210 Card 3520			
2/14		Save As You Go Transfer Debit to XXXXXXXXXX1691			
2/15		Online Transfer From Luedtke E Everyday Checking XXXXXX4978 Ref #lb0Hg9Vh on 02/15/23			
2/15		Purchase authorized on 02/13 Dear Hannah Dallas TX S463044722828985 Card 3520			
2/15		Recurring Payment authorized on 02/13 Iphone Citiz^Pml 2 888-2016306 CT S583045208278886 Card 3520			
2/15		Atmos Energy Rcr Util Pymt 004034753578 Erika Aelvoet			
2/15		Ubsbank Loan Payment 230214 000000515160238 Nle'Sph'Acct 00515160238 Effective 02/1			
2/15		Save As You Go Transfer Debit to XXXXXXXXXX1691			
Ending balance on 2/15					
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
399	2/13	60.00

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/19/2023 - 02/15/2023	Standard monthly service fee \$12.00	You paid \$0.00
How to avoid the monthly service fee		
Have any ONE of the following account requirements	Minimum required	This fee period
<ul style="list-style-type: none"> • Minimum daily balance • Total amount of qualifying direct deposits 		

JCUC

IMPORTANT ACCOUNT INFORMATION:

Effective with the fee periods beginning on or after April 24, 2023, the option to avoid the monthly service fee using "qualifying direct deposit" will be enhanced to "qualifying electronic deposit".



Qualifying Electronic Deposit: A qualifying electronic deposit is a deposit of funds, such as your salary, government benefit payment, or other income, that has posted to your account and is (1) a direct deposit made through the Automated Clearing House (ACH) network, (2) an instant payment processed through the RTP® network (real-time payment system) or FedNow SM Service, or (3) an electronic credit from a third party service that facilitates payments to your debit card using the Visa® or Mastercard® network (e.g. an Original Credit Transaction). Transfers from one account to another, mobile deposits, Zelle®, or deposits made at a branch or ATM are not considered a qualifying electronic deposit.



IMPORTANT ACCOUNT INFORMATION

NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

Can we reach you when it's really important?

Don't miss suspicious-activity alerts and critical account information. Please make sure your contact information is current by:

- Signing on to [wellsfargo.com](#) or the Wells Fargo Mobile® app and navigating to the Update Contact Information page via My Profile
- Contacting the phone number at the top of your statement
- Visiting a branch

The new year is a great time to make sure your security settings are up to date. Take a few minutes now to update your passwords, ensure we have your current contact information (mobile phone number, email), set up account alerts, and enable biometric sign on for the Wells Fargo Mobile® app. Learn more at [www.wellsfargo.com/securitytools](#).

Other Wells Fargo Benefits

Help take control of your finances with a Wells Fargo personal loan.

Whether it's managing debt, making a large purchase, improving your home, or paying for unexpected expenses, a personal loan may be able to help. See personalized rates and payments in minutes with no impact to your credit score.

Get started at [wellsfargo.com/personalloan](#).



Worksheet to balance your account

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

A Enter the ending balance on this statement.

B List outstanding deposits and other credits to your account that do not appear on this statement. Enter the total in the column to the right.

Description	Amount
	<input type="text" value=""/>
Total	\$ <input type="text" value=""/>

+

=

C Add **A** and **B** to calculate the subtotal.

D List outstanding checks, withdrawals, and other debits to your account that do not appear on this statement. Enter the total in the column to the right.

Number/Description	Amount
	<input type="text" value=""/>
Total	\$ <input type="text" value=""/>

-

E Subtract **D** from **C** to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register.

=

Important Information You Should Know

To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts: Wells Fargo Bank, N.A. may furnish information about deposit accounts to consumer reporting agencies. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

If your account has a negative balance: Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.

In case of errors or questions about your electronic transfers: Telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In case of errors or questions about other transactions (that are not electronic transfers):

Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.





Waco-McLennan County Public Health District

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5450

Fax 254-750-5452

Serving the cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy Lakeview, Leroy, Lorena, Mart, McGregor, Moody, Riesel, Robinson, Ross, Waco, West, Woodway, and all areas of McLennan County.

May 23, 2023

Mayor Tommy Ross
City of Lorena
107-A South Frontage Road
Lorena, Texas 76655

Dear Mayor Ross:

Over the last seventy-three years, the Health District has played a role in the health of McLennan County residents by offering childhood and adult immunizations, epidemiology and communicable disease investigations and treatment, health education, public health emergency preparedness support and other services. Health District staff strive to provide quality preventive health services so that our family, friends, and neighbors can be a part of a vibrant community where we can all live, work, and play safely.

The current Cooperative Agreement expires on September 30, 2023. The current funding level agreed to by participating cities and the county is being recommended for change by the Health Advisory Board to address the widening inequity in the District's budgeted revenue sources.

A sub-committee made up of Health Advisory Board members, participating cities and the county have met over the past year seeking a solution to the revenue inequity referenced above. The recommended change that the board approved at the April 19, 2023, Health Advisory Board meeting is a tiered increase in the contribution levels of \$0.35 per person per year for each city (from the current base of \$3.00/person), and an increase of \$0.30 per person per year for the county (from a current base of \$2.25/person), over the five-year term of the agreement. The City of Waco would continue to bear all responsibility for any additional budgetary increases and capital costs associated with the Health District's facilities. Included in this packet is information outlining the current and proposed funding assessment for the County based on the latest population figures available from the 2020 Estimates at Census.gov.

Below is an outline of what is included in the packet.

- Final version of Cooperative Agreement with Signature Page (Sign and Return)
- Health District Member Assessment Form
- Funding Choice Form (Sign and Return)

If the City of Lorena chooses to participate as a Funding Member, the annual contribution will be \$5,979.75 based on a population of 1,785 at \$3.35 per person within the city limits for Fiscal Year 2023-2024.

Please indicate your support for the revised Cooperative Agreement, funding assessment by signing and returning the designated forms by August 18, 2023. Returned documents may be mailed to LaShonda Malrey-Horne, at the address on this letterhead. An additional copy has also been sent electronically.

I appreciate very much your review and support of preventive health services as a proven, cost-effective means to improve health status for our citizens. I would be happy to visit with you or any of the council members to discuss any questions or concerns you may have.

Sincerely,

LaShonda Malrey-Horne

LaShonda Malrey-Horne, MPH, MCCHES®
Director of Public Health



Waco-McLennan County Public Health District

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5450

Fax 254-750-5452

Serving the cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy Lakeview, Leroy, Lorena, Mart, McGregor, Moody, Riesel, Robinson, Ross, Waco, West, Woodway, and all areas of McLennan County.

FUNDING FOR FY 2023-2024

City of Lorena with a population of 1,785

Is interested in being a:

Non-Funding Member

Funding Member at \$3.35 per person

Signed by: 

Date: 7/6/23

Print Name & Title: Tommy Ross Mayor

Please return to the Health District by either fax
(254)750-5452 or by mail to:

Waco-McLennan County Public Health District
Attention: Administration
225 W. Waco Drive
Waco, TX 76707

WMCPHD COOPERATIVE AGREEMENT DRAFT
FUNDING CITY CONTRIBUTIONS - PROPOSED INCREASE - \$0.35/CITY & \$0.30 COUNTY ANNUALLY

OCTOBER 1, 2022 - SEPTEMBER 30, 2028

Funding Cities	*Population 2020 Census	CURRENT FY 22-23	FY 23-24 \$3.35	FY 24-25 \$3.70	FY 25-26 \$4.05	FY 26-27 \$4.40	FY 27-28 \$4.75
Bellmead	10,763	\$ 32,289.00	\$ 36,056.05	\$ 39,823.10	\$ 43,590.15	\$ 47,357.20	\$ 51,124.25
Beverly Hills	1,878	\$ 5,634.00	\$ 6,291.30	\$ 6,948.60	\$ 7,605.90	\$ 8,263.20	\$ 8,920.50
Bruceville-Eddy	1,413	\$ 4,239.00	\$ 4,733.55	\$ 5,228.10	\$ 5,722.65	\$ 6,217.20	\$ 6,711.75
Crawford	887	\$ 2,661.00	\$ 2,971.45	\$ 3,281.90	\$ 3,592.35	\$ 3,902.80	\$ 4,213.25
Gholson	1,250	\$ 3,750.00	\$ 4,187.50	\$ 4,625.00	\$ 5,062.50	\$ 5,500.00	\$ 5,937.50
Golinda	618	\$ 1,854.00	\$ 2,070.30	\$ 2,286.60	\$ 2,502.90	\$ 2,719.20	\$ 2,935.50
Hallsburg	419	\$ 1,257.00	\$ 1,403.65	\$ 1,550.30	\$ 1,696.95	\$ 1,843.60	\$ 1,990.25
Hewitt	16,026	\$ 48,078.00	\$ 53,687.10	\$ 59,296.20	\$ 64,905.30	\$ 70,514.40	\$ 76,123.50
Lacy Lakeview	6,988	\$ 20,964.00	\$ 23,409.80	\$ 25,855.60	\$ 28,301.40	\$ 30,747.20	\$ 33,193.00
Leroy	354	\$ 1,062.00	\$ 1,185.90	\$ 1,309.80	\$ 1,433.70	\$ 1,557.60	\$ 1,681.50
Lorena	1,785	\$ 5,355.00	\$ 5,979.75	\$ 6,604.50	\$ 7,229.25	\$ 7,854.00	\$ 8,478.75
McGregor	5,321	\$ 15,963.00	\$ 17,825.35	\$ 19,687.70	\$ 21,550.05	\$ 23,412.40	\$ 25,274.75
Mart	1,748	\$ 5,244.00	\$ 5,855.80	\$ 6,467.60	\$ 7,079.40	\$ 7,691.20	\$ 8,303.00
Moody	1,376	\$ 4,128.00	\$ 4,609.60	\$ 5,091.20	\$ 5,572.80	\$ 6,054.40	\$ 6,536.00
Riesel	1,062	\$ 3,186.00	\$ 3,557.70	\$ 3,929.40	\$ 4,301.10	\$ 4,672.80	\$ 5,044.50
Robinson	12,443	\$ 37,329.00	\$ 41,684.05	\$ 46,039.10	\$ 50,394.15	\$ 54,749.20	\$ 59,104.25
Ross	245	\$ 735.00	\$ 820.75	\$ 906.50	\$ 992.25	\$ 1,078.00	\$ 1,163.75
West	2,531	\$ 7,593.00	\$ 8,478.85	\$ 9,364.70	\$ 10,250.55	\$ 11,136.40	\$ 12,022.25
Woodway	9,383	\$ 28,149.00	\$ 31,433.05	\$ 34,717.10	\$ 38,001.15	\$ 41,285.20	\$ 44,569.25
Est. City Total		\$ 229,470.00	\$ 256,241.50	\$ 283,013.00	\$ 309,784.50	\$ 336,556.00	\$ 363,327.50

County	*Population 2020 Census	CURRENT FY 22-23	FY 23-24 \$2.55	FY 24-25 \$2.85	FY 25-26 \$3.15	FY 26-27 \$3.45	FY 27-28 \$3.75
McLennan County	260,578	\$ 586,300.50	\$ 664,473.90	\$ 742,647.30	\$ 820,820.70	\$ 898,994.10	\$ 977,167.50

*Subject to change annually

Historically non-funding

**WACO-MCLENNAN COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT
FOR TERM OF 10-1-2023 TO 9-30-2028**

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF McLENNAN §

WHEREAS, in 1984, the City of Waco and McLennan County executed the Waco-McLennan County Public Health District Cooperative Agreement (“Cooperative Agreement”) to reorganize and rename the Waco-McLennan County Health Unit as the Waco-McLennan County Public Health District; and

WHEREAS, in 1988, McLennan County and the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Northcrest, Riesel, Robinson, Ross, Waco, West, and Woodway, entered into an Amendment to the Cooperative Agreement to provide an effective local public health program for the residents of McLennan County as authorized by Chapter 121 of the Texas Health and Safety Code, Local Public Health Reorganization Act ("Act"); and

WHEREAS, a second Amendment to the Cooperative Agreement was entered into on October 1, 2000, by and between the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Riesel, Robinson, Ross, Waco, West, and Woodway, and McLennan County for a term that ended on September 30, 2003; and

WHEREAS, Amendments to the Cooperative Agreement were executed by the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Riesel, Robinson, Ross, Waco, West, and Woodway, and McLennan County, for the terms of October 1, 2003 through September 30, 2006, October 1, 2006 through September 30, 2009, October 1, 2009 through September 30, 2014, October 1, 2013, through September 30, 2018, and October 1, 2018 through September 30, 2023; and

WHEREAS, the members of the Waco-McLennan County Public Health District wish to execute a Cooperative Agreement and continue the operation of the District for the term of October 1, 2023, through September 30, 2028; and

NOW THEREFORE, this Cooperative Agreement (“Agreement”) is entered into on this the 1st day of October, 2023, by and between the Cities of Bellmead, Beverly Hills, Bruceville-Eddy, Crawford, Gholson, Golinda, Hallsburg, Hewitt, Lacy-Lakeview, Leroy, Lorena, McGregor, Mart, Moody, Riesel, Robinson, Ross, Waco, West, Woodway, and McLennan County.

ARTICLE I. **PURPOSE**

1.1 The purpose of this Agreement is to provide an effective local public health program for the residents of McLennan County as authorized by the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code.

ARTICLE II. **DEFINITIONS**

2.1 **Waco-McLennan County Public Health District** (“District”): A legal entity created by the Cooperative Agreement and subsequent amendments executed by McLennan County and municipalities located in McLennan County to perform any public health function that any of its Members may perform, unless otherwise restricted by law. The functions shall be performed through a department of the City of Waco and by City of Waco employees.

2.2 **Waco-McLennan County Public Health District Board** (“Board”): An advisory board created to provide advice to the Members and Director on matters of public health.

2.3 **Government Member**: Any one of the participating governmental entities that is a party to this Agreement.

2.4 **Government Representative**: An individual, representing a Government Member, that is appointed to the Board and has voting privileges.

2.5 **Community Representative**: An individual, representing a community entity or interest (including healthcare providers, school districts, colleges or universities), that is appointed to the Board and has voting privileges.

2.6 **Alternate Representative**: An individual, subsequently appointed by a Government Member or community entity or interested group listed in this agreement, that has voting privileges.

2.7 **Director**: The chief administrative officer of the District, appointed by the Waco City Manager and confirmed by a majority of the Board.

2.8 **Health Authority**: The Health Authority is a physician appointed under the provisions of the Act to administer state and local laws relating to public health within the District. The current Medical Consultant for the District will serve as Health Authority for the District.

ARTICLE III. **TERMS OF OPERATION**

The terms of the operation of the District shall include, but not be limited to, the following:

3.1 **Establishment.** This Agreement continues the operation of the District previously established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E “Public Health Districts” by majority vote of the governing bodies of McLennan County and the municipalities in McLennan County. The District shall remain a department within the City of Waco organization and the employees, including the Director, shall be employees of the City of Waco, not employees of the District.

3.2 **Membership.** Any government entity (including a school district) located in McLennan County may join the District, subject to the provisions, terms, and conditions of this Agreement.

3.3 **Duties.** The District may perform any public health function that any of its Members may perform unless otherwise restricted by law. The Members designate the District to act as their agent in all matters relating to public health in which the Members have jurisdiction and authority.

3.4 **Boundaries.** The boundaries of the District shall be the same as the boundaries of McLennan County, Texas.

ARTICLE IV. **HEALTH BOARD**

4.1 **Health Board.** There shall be a public health advisory board known as the Waco-McLennan County Public Health District Board (“Board”) which shall provide guidance on public health activities, including policy development for the protection and promotion of health within McLennan County, Texas.

4.2 **Composition.** The Board shall be composed of **seventeen (17) Representatives;** Representatives. The number of Government Representatives may be increased from time to time as contemplated by section 4.2.3.1. If this Agreement terminates and is not replaced by a similar agreement, the terms of all appointments shall end upon termination of this Agreement.

4.2.1 McLennan County will appoint two (2) Government Representatives. Each McLennan County Representative shall have one (1) vote.

4.2.2 The City of Waco will appoint four (4) Government Representatives. Each City of Waco Representative shall have one (1) vote.

4.2.3 Government Members with a population of 3,000 or more (other than the City of Waco) shall each appoint one (1) Government Representative who shall have one (1) vote.

4.2.3.1 In the event a Government Member with a population of less than 3,000 reaches a population of 3,000 or more, that Government Member may appoint one (1) Government Representative who shall have one (1) vote.

4.2.4 Government Members with a population of less than 3,000 will jointly appoint up to two (2) Government Representatives, who will have one (1) vote each. In the event the number of Government Members with a population of less than 3,000 is less than five (5), such Government Members will be entitled to one (1) Government Representative who will have one (1) vote.

4.2.4.1 The Representative(s) jointly appointed by the Government Members with a population of less than 3,000 will be selected by a majority vote of the Government Members with a population of less than 3,000.

4.2.4.2 During October of the year that an election is needed, each Government Member with a population of less than 3,000 may nominate one candidate for consideration. Each nomination shall be accompanied by a brief biographic sketch of the individual that will be delivered to the Director.

4.2.4.3 The Director shall prepare a ballot with the names of the nominees listed in alphabetical order.

4.2.4.4 The Director will distribute the ballots, along with the biographical information, to the Government Members with a population of less than 3,000 **by November 10** of that year. All ballots must be returned within twenty (20) days of receipt. Ballots received after that time will not be counted.

4.2.4.5 Each Government Member with a population of less than 3,000 may cast two (2) votes for the nominee(s) and may cast its votes for any nominee(s) listed on the ballot.

4.2.4.6 The nominee(s) receiving the most votes shall be the Representative(s) to the Board to collectively represent those Government Members with a population of less than 3,000. The Director shall distribute a tabulation of the votes received by December 10 of each year. The newly elected Representatives will assume position on January 1 of the next year. The previously elected Representatives shall continue to serve until the new Representative takes office.

4.2.5 Community Representatives: The Board shall have three (3) Community Representatives.

4.2.5.1 Local Hospitals: Baylor Scott & White Medical Center – Hillcrest and Ascension Providence Hospital shall jointly appoint one (1) Community Representative to the Board who shall have one (1) vote. The method of appointment will be by providing written notification to the Director, signed by both hospitals, naming the Community Representative.

4.2.5.2 **McLennan County Junior College District (MCJCD):** MCJCD shall appoint one (1) Community Representative who shall have one (1) vote. The method of appointment will be by providing written notification to the Director naming the Community Representative.

4.2.5.3 **Local Superintendents Forum:** The superintendents from independent school districts with at least one school located within the District who are members of the Local Superintendents Forum shall appoint one (1) Community Representative who shall have one (1) vote. The method of appointment will be by providing written notification to the Director naming the Community Representative.

4.2.6 The Representatives may cast their votes on any issue pertaining to public health activities, including policy development for the protection and promotion of health within McLennan County, Texas.

4.3 **Alternate Representatives:** Each Government Member, community entity, or interest group listed in this agreement may also designate an Alternate Representative to appear in the place of the originally-appointed Representative if the originally-appointed Representative is unavailable to attend a meeting. The appointments shall be valid until the Government Member or the community entity or interest group gives the Director notice of a change.

4.4 **Vacancies.** In the event of a Representative vacancy for any reason, the unexpired term resulting from the vacancy shall be filled by the same entities and in the same manner in which the originally-appointed-Representative was appointed.

4.5 **Terms.** Representatives shall serve staggered three-year terms beginning on October 1 and ending on September 30, except as provided in this section 4.5.1.

4.5.1 When a new Government Member joins the District, its Representative's term effective date shall be staggered such that no more than one-third (1/3) of the terms of the Representatives expire in any one year. To accomplish such staggering, new Representatives shall have terms commencing as follows: on October 1 of the current year for those joining the District between October 1 through March 31, and October 1 of the following year for those joining the District between April 1 through September 30. In addition, if multiple new Representatives join the District in the same year, the Board may designate the initial term of the newly appointed Representative to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

4.5.2 Representatives may serve consecutive terms.

4.6 **Officers.** The Board shall elect a chairperson from the ranks of Government Representatives. The Board may appoint such other officers as it may deem necessary. The officers shall serve for a term of one year or as long as they remain a Representative

and are reappointed, whichever is less. An officer may be reappointed to the office the officer is holding for one-year terms upon a majority vote of the Representatives.

- 4.7 **Quorum.** A quorum for meetings of the Board shall be determined by the number of Government Representatives on the Board. At least one Government Representative more than one-half of the total number of Government Representatives on the Board must be physically present to constitute a quorum.
- 4.8 **Meetings.** Regular meetings may be held quarterly. Special meetings shall be held at the call of the chairperson or the Director. Board action shall be effective when adopted by the favorable vote of a majority of the quorum of Representatives present.
- 4.9 **Notice.** The Board shall comply with the notice and open meeting requirements of the Texas Open Meetings Act.
- 4.10 **Residency.** As required by state law, each Representative must have resided in the District for at least three years before the date of the Representative's appointment. There shall be no additional residency requirement for a Representative. Each party to this Agreement will take into consideration the individual's location of residence, location of business, location of employer, and any other association that the individual has with McLennan County when selecting an individual as a Representative for that party.
- 4.11 **No compensation.** All Representatives shall serve without compensation.
- 4.12 **Removal.** Any Government Representative may be removed without cause from the office of Representative by a majority vote of the governing body of the Government Member which originally appointed the Representative. Any Community Representative may be removed without cause from the office of Representative by notice from the entity that originally appointed the representative or by a majority of the quorum of Representatives present. Each Government Member and community entity or interested group shall provide documentation to the Director showing the appointed Government or Community Representative(s) for said Member, entity or group, to be updated as changes and/or re-appointments occur.
- 4.13 **Present to vote.** In order to cast a vote at a meeting of the Board, a Representative must be present at such meeting.
- 4.14 **Duties.** The Board shall advise the Members and Director on matters of public health.

ARTICLE V. **DIRECTOR**

- 5.1 **Appointment; removal.** The Waco City Manager will recommend the appointment of a Director. The Director shall be appointed in accordance with the Texas Health and Safety Code. The Board, by majority vote, must approve the appointment of the Director. By agreeing to and adopting this Agreement, the Government Members are designating the Board to perform the Members' appointment duties of a Director under the Texas Health and Safety Code.

5.1.1 The Director shall serve at the will of the Waco City Manager and may be removed only by the Waco City Manager and such removal may be without cause.

5.2 **Duties.** The Director will serve as the chief administrative officer of the District and supervise the operations and employees of the District. The Director will advise the Board and Members on matters affecting public health within the District's jurisdiction when applicable or necessary, in the judgment of the Director or the Board. The Director is an ex officio, non-voting member of the Board.

5.3 **Compensation.** The Waco City Manager shall set the compensation of the Director and the Health Authority.

5.4 **Acting Director.** Should a vacancy occur in the Director's position, the Assistant City Manager of the City of Waco whose areas of responsibility include the Health District will serve or appoint a designee as the Director until such time a new Director is appointed. A new Director shall be appointed as soon as practicable.

5.5 **Director's Delegation of Duties.** The Director, unless otherwise restricted by law, may authorize an employee of the District to act for or on behalf of the Director while the Director is absent or incapacitated.

ARTICLE VI. **HEALTH AUTHORITY**

6.1 **Health Authority Appointment.** The sitting Health Authority for the District shall continue to serve as the Health Authority for the District for the remainder of the Health Authority's current term. If a vacancy should occur and if the Director appointed by the Board is not a licensed physician, the Director shall appoint a licensed physician as the Health Authority, subject to approval of the Board by a majority vote. The Health Authority shall serve for a term of two years and may be reappointed for successive terms in the same manner that the original appointment was made.

ARTICLE VII. **FINANCES**

7.1 **Fiscal Year.** The fiscal year of the District shall be from October 1 through September 30.

7.2 **Budget.** The budget shall be prepared in a format consistent with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. After approval of the budget by the Waco City Council, the District budget will be presented to the Board.

7.3 **Financial Obligations.** The Government Members are obligated by state law to pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance.

7.4 **Notice of Contribution.** Not later than May 1st of each year, the Director shall send to the Board and the governing body of each Member a copy of the proposed budget and a notice of the proposed contribution by each Government Member, based on the contribution formula outlined under subsection 7.5. The proposed budget and notice of proposed contribution shall show: (a) all known and anticipated sources of revenue; (b) all proposed expenditures; (c) the proposed contribution by each Government Member; and (d) the method of calculation.

7.5 **Contributions.** All Government Members of the District shall annually budget for and contribute to the operating fund of the District. Contributions are payable on a quarterly basis.

7.5.1 Contributions for persons residing within Government Member cities shall begin at Three Dollars (\$3.00) per person for persons residing within the corporate limits of the Member city. Each year, this pro capita contribution will increase by thirty-five cents (\$0.35), so that during the fifth year of this five-year agreement (or between October 1, 2027 and September 30, 2028), each Government Member city will contribute Four Dollars and Seventy-five Cents (\$4.75) per person residing within the corporate limits of the Member city.

7.5.2 McLennan County shall contribute Two Dollars and Twenty-five Cents (\$2.25) for each person residing within McLennan County. Each year, this pro capita contribution will increase by thirty cents (\$0.30), so that during the fifth year of this five-year agreement (or between October 1, 2027 and September 30, 2028), McLennan County will contribute Three Dollars and Seventy-five Cents (\$3.75) for each person residing within McLennan County.

7.6 **Approval of expenditures; bidding requirements.** The District shall comply with the competitive bidding provisions applicable to the City of Waco. The Director may authorize expenditures of \$50,000.00 or less without additional approval where funds have been appropriated for that purpose in the District's current budget. For expenditures provided for in the approved budget that exceed \$50,000.00, approval by the Waco City Council is required. If an amendment is required in the approved budget, such amendment to the budget must be approved by the Waco City Council.

7.7 **Quarterly financial reports.** The Director shall provide financial reports to the Representatives and the governing body of each Member on not less than a quarterly basis. The accounting records and the financial statements of the District shall be maintained in accordance with generally accepted accounting principles for governmental entities, as promulgated by the Governmental Accounting Standards Boards (GASB). The financial reports shall include, at a minimum, a balance sheet and a statement of revenues, expenditures and other changes in fund balance, actual and budgeted

7.8 **Public information; records.** It is the intent of the parties to this Agreement that the records of the District shall generally be made available to the public except under those conditions where the Public Information Act or privacy laws specifically provide an exemption from the general rule that all records of governmental bodies are public records.

7.9 **Annual report.** Not later than January 31 each year, the Director shall send to the Members a written annual report for the preceding fiscal year. The annual report shall include a summary of the District's activities in the preceding fiscal year, a record of the attendance of each Representative at the Board meetings, recommendations for changes in the operation of the District, a financial report, and such other matters deemed appropriate by the Board.

7.10 **Audit.** The District shall be audited annually as a department of the City of Waco by a certified public accountant that is licensed in this state to conduct an audit of the District records and accounts and to prepare an annual financial statement. An electronic copy of the financial report from the audit shall be made available to the governing body of each Member and to the Board. Any Management Letters and responses concerning the District will be sent to the governing body of each Member and to the Board.

ARTICLE VIII. **TERM OF THIS AGREEMENT**

8.1 **Effective date.** The term of this agreement shall begin October 1, 2023. This agreement is effective for an individual Member when approved by the governing body of that Member and signed by the appropriate officer of that Member.

8.2 **Term.** The District shall continue operation under this Agreement through September 30, 2028. Upon termination of this Agreement, if a new Agreement is not in place, then this 2023 Agreement will renew on a month-to-month basis until a new agreement is executed.

8.3 **Amendments.** This Agreement may be modified or amended during its term if the governing bodies of at least two-thirds (66%; or 14 out of 21) of the Members agree to the modification or amendment in writing.

8.4 **Member withdrawal.** A member may withdraw from the District by providing written notice by either certified mail or personal delivery to the Director by August 1st. Withdrawal shall be effective October 1st. A member may revoke its withdrawal by providing written notice to the Director. Revocation is effective upon receipt of the notice by the Director. Upon the effective date of the withdrawal, certain regulatory services provided by or through the Health District, such as licensing and inspection of food establishments and on-site sewage facilities, will no longer be available to the withdrawing member.

8.5 **Expulsion of members.** A member may be expelled by the District upon a two-thirds majority vote of the Government Representatives of the Board voting to expel that member. The expulsion process may be initiated by a petition or request signed by the

Government Representatives of at least three (3) Government members and delivered to the Director. The petition or request shall state the reasons that expulsion is sought. The member whose expulsion is sought must be provided a copy of the petition or request and given at least ten (10) days written notice (served by certified mail or by personal service on the member's Representative and chief executive officer) of the meeting at which the issue of expulsion will be considered. If the Board votes to expel the member, the Director shall give written notice by certified mail to the expelled member. There is no appeal from such action by the Board.

8.6 Dissolution of District. Dissolution of the District shall occur upon a three-fourths majority vote of the Government Representatives of the Board voting in favor to dissolve. To initiate a vote on dissolution, the Representatives of at least four (4) Government members may file a petition setting forth the reason for dissolution with the Director. The Director shall forward a copy of said petition to all members of the District. If a vote is taken to dissolve and passes by the required majority, the District shall be dissolved within 180 days after such vote was passed. If a vote is taken to dissolve and fails, another vote to dissolve may not occur until after the expiration date of this Agreement.

ARTICLE IX. **MISCELLANEOUS**

9.1 Entire agreement; section headings; severability. This Agreement contains the entire understanding of the parties relating to the matters contained in this Agreement or in any amendments to this Agreement. The section headings herein are for convenience and reference and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of Texas and the federal government and should be construed to carry out the intent of the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the charters, ordinances, or orders of all Government Member entities. This Agreement is performable in McLennan County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in McLennan County, Texas.

9.3 Authority to Sign. By signing below:

9.3.1 Each individual executing this Agreement on behalf of a community entity warrants that s/he has been authorized by the community entity to execute this Agreement.

9.3.2 Each individual executing this Agreement on behalf of a City warrants that s/he has been authorized by the governing body of the City s/he represents to execute this Agreement.

9.3.3 The individual executing this Agreement on behalf of McLennan County warrants that s/he has been authorized by the McLennan County Commissioners Court to execute this Agreement.

9.4 **Successors and assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No Member of the District shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining Members.

9.5 **Waiver of breach; rights extinguished.** All parties herein hereby waive, forfeit, and otherwise surrender any and all remedies available at law, in equity, or otherwise to a party, including any claim or action for breach of contract, against any other party to this Agreement. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the parties herein under this Agreement.

9.6 **Release.** To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its elected officials, officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this agreement.

9.7 **Population determination.** The population of the Government Members shall be determined by the decennial census in the year the results are received. In all other years, the latest population figures available from the Texas Data Center shall determine the population of the Government Members.

9.8 **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

[The remainder of this page intentionally left blank.]

[Signature blocks on the following pages.]

THE CITY OF BELLMEAD

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF BEVERLY HILLS

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF BRUCEVILLE-EDDY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF CRAWFORD

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF GHOLSON

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF GOLINDA

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF HALLSBURG

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF HEWITT

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF LACY-LAKEVIEW

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF LEROY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

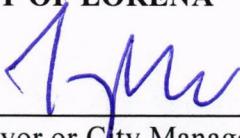
ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF LORENA

By: 
Mayor or City Manager/Administrator

Print Name: Tommy Ross

Print Title: Mayor

ATTEST

City Secretary

Date Signed

7/6/23

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THE CITY OF McGREGOR

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF MART

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

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McLENNAN COUNTY, TEXAS

By: _____
Honorable Scott Felton, County Judge

ATTEST:

By: J.A. "Andy" HARWELL, County Clerk
McLennan County, Texas

Date Signed: _____

County Clerk/Deputy County Clerk

THE CITY OF MOODY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF RIESEL

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF ROBINSON

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF ROSS

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF WACO, TEXAS

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF WEST

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

[remainder of page intentionally left blank]

THE CITY OF WOODWAY

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

ATTEST

City Secretary

Date Signed

SUBJECT: Discussion and possible action authorizing the City Manager and Chief of Police to purchase pre-owned police vehicles

BACKGROUND: Historically, the Lorena Police Department has purchased new police vehicles through buy board. This process is in compliance with state regulations and approved by council when adopting the budget. Due to recent circumstances, the Police Department is in need of more vehicles than the budget will allow. Because of this, the Chief is currently researching the purchasing of pre-owned police vehicles. The process in which a pre-owned vehicle is purchase is significantly different than that of a new vehicle. If a pre-owned vehicle is purchased, the purchaser must have funds readily available to solidify the sale. This, based on current policy, is not permitted. The Chief is requesting the authority to purchase the vehicle and, once the vehicle is purchased, will bring to Council the particulars of the purchase at the next scheduled Council meeting.

RECOMMENDATION: City staff recommends the councils review and approval for the City Manager or Chief of Police to purchase pre-owned police vehicles.

LORENA POLICE DEPARTMENT

Calls - By Type

06\01\2023
thru 06\30\2023
Agency is: LORENA PD

Type	Description	# Of Calls
109	ABANDONED VEHICLE	3
6	ACCIDENT	6
131	ANIMAL CALL	3
42	ASSIST CITIZEN	4
30	ASSIST MOTORIST	21
70	ASSIST OTHER AGENCIES	16
202	ASSIST OTHER AGENCIES-K9	4
54	BUILDING CHECK	1
128	CIVIL MATTER	1
43	DISTURBANCE	1
265	DOMESTIC DISTURBANCE	1
168	DUPLICATE CALL	1
32	EMS	23
58	EQUIPMENT SERVICE	2
89	FIRE	6
38	FOLLOW UP	15
35	FOOT PATROL	21
330	INVESTIGATION OF INSANITY	2
315	LIFTING ASSISTANCE	1
219	MUTUAL AID	2
158	SMOKE	1
126	SUSPICIOUS CIRCUMSTANCES	8
29	SUSPICIOUS PERSON	3
22	SUSPICIOUS VEHICLE	8
4	THEFT	3
78	TRAFFIC COMPLAINTS	11
103	TRAFFIC HAZARD	10
27	TRAFFIC STOP	157
57	VCO - DOG	3
79	VCO-NOISE VIOLATION	1
77	WARRANT SERVICE	4
76	WELFARE CONCERN	2
Total		345

LORENA POLICE DEPARTMENT

Arrests - By Violation

06\01\2023
thru 06\30\2023
Agency is: LORENA PD

Violation	# of Offenses
AGG SEXUAL ASSAULT CHILD - FORCIBLE RAPE (F1)	1
POSS CS PG 2 >= 4G < 400G	1
POSSESSION OF MARIJUANA <=2OZ (MB)	1
TERRORISTIC THREAT CAUSE FEAR OF IMMINENT SBI	1
THEFT >=\$100<\$750 - ALL OTHER LARCENY (MB)	1
Total Violations	5
Total Arrests	5

CITATIONS ISSUED BY THE LORENA POLICE DEPARTMENT

JUNE 2022	259
JUNE 2023	293
Becknauld	113
Board	49
Deppen	6
Disney	8
Greer	104
Serrato	0
Rivas	13
<hr/>	
Total	293