

NOTICE OF PUBLIC MEETING
LORENA CITY COUNCIL
MONDAY, MAY 20, 2024 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/316483565>

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

AGENDA

- 1. Call to Order/Roll Call.**
- 2. Pledge of Allegiance.**
- 3. Citizens questions or comments.**

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

- 4. Approval of Minutes:**
 - a. April 15, 2024 Regular Meeting
 - b. May 13, 2024 Canvas Meeting
- 5. Committee and Corporation Reports:**
 - a. Lorena Economic Development Corporation
- 6. Presentation of Certificates of Election and oath of office to elected council members.**
- 7. Discussion and possible action appointing a Mayor Pro Tempore for a one-year term.**
- 8. Discussion and possible action on Resolution 2024-0520-01 to select an elected official of the city as the city's nominee for service as a member of the governing body of the McLennan County Rural Transit District.**
- 9. Discussion and possible action accepting the resignation of the current City Planner, Mr. Robert LaCroix, ACPI, effective May 31, 2024, and appointing Mr. George Adams, CNU-a, to the position of City Planner as contracted.**
- 10. Discussion and possible action to accept a donation of the post clock in downtown Lorena as City owned property from Linda Graves.**
- 11. Discussion and possible direction on how to provide the most reliable water service for City of Lorenawater customers in the general area encompassing certain customers along S. Old Bruceville Road.**
- 12. Discussion and possible action to reappoint the following Board Members to the Lorena TIRZ #1 East Board for the remainder of their 2-year terms that will expire in November 2025:**
Seat 2 – Katrina George Seat 4 – Kelly Yarbrough Seat 6 – William Callen
- 13. Discussion and possible action to accept the substandard roadway improvements as required in the substandard roadway improvement agreement between the Roadster Travel Center and the City of Lorena as complete.**
- 14. Discussion and possible action approving invoice #10452 from Dad's Quick Lube & Automotive Repair for repair of 2019 Chevrolet Tahoe Police vehicle.**
- 15. Police Department Report.**
- 16. City Manager Report.**
 1. Street project update.
 2. Report on storm water drainage from recent heavy rains.

17. Future Agenda Items.

18. Adjourn

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 on May 16, 2024.

Monica Hendrix

Monica Hendrix-City Secretary

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.

Attendance by Other Elected or Appointed Officials – NOTICE OF POSSIBLE QUORUM: It is anticipated that members of City Council or other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

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.

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.

**NOTICE OF PUBLIC MEETING
LORENA CITY COUNCIL
MONDAY, APRIL 15, 2024 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/276695901>

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, Emily McKenzie and Brad Wetzel. Kelly Yarbrough joined meeting at 6:38 p.m. via teleconference.

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

2. Pledge of Allegiance.

Mayor Ross led the Pledge of Allegiance.

3. Citizens questions or comments.

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

4. Approval of Minutes:

a. March 18, 2024

MOTION: Katrina George motioned to approved the March 18, 2024 meeting minutes.

SECOND: Emily McKenzie

FOR: Blanek, George, McKenzie and Wetzel

AGAINST: None

ABSENT: Kelly Yarbrough

5. Presentation of ten-year service award to Raquel "Rocki" Blood.

City Manager Kevin Neal presented Rocki Blood with the service award and thanked her for her ten years of dedicated hard work.

6. Introduction and Oath of Office to new School Resource Officer Mike Drummond.

Police Chief Scott Holt introduced new SRO Mike Drummond to the council. Officer Drummond comes to Lorena from the McLennan County Sheriffs office with eight years experience. Drummond is assigned to the Lorena Elementary Campus and is already loved by the staff and kids there.

City Secretary Monica Hendrix gave the Oath of Office to Officer Drummond.

*Note Kelly Yarbrough joined the meeting via teleconference at 6:38 p.m.

7. Presentation of Summary of Cash and Investments and quarterly budget reports ending 3/31/2024.

Finance Officer Linda Klump presented reports and explained changes to council. Klump pointed out on the Cash and Investments report the restrictive cash for forfeitures had a sizeable amount of funds in it so an 8 month CD was opened to earn more interest for that account. Klump also reviewed the Budget reports and informed council of changes in this report.

8. Discussion and possible action on Ordinance 2024-0415-01 adopting a Water Conservation Plan for the City of Lorena.

Public Works Director Kyler Jones informed council the water conservation plan is required to be renewed every five years by the Texas Water Development Board. There were very minor changes in the document. Kelly Yarbrough asked if there are any changes in the document that affect our customers as far as rate changes. Kevin Neal explained this document is strictly about water conservation and when to implement conservation plan when needed.

MOTION: Brad Wetzel motioned to adopt Ordinance 2024-0415-01 adopting a Water Conservation Plan for City of Lorena.

SECOND: Jason Blanek

FOR: Blanek, George, Yarbrough, McKenzie and Wetzel.

AGAINST: None

ABSENT: None

Motion carried 5-0.

9. Discussion and possible action on Ordinance 2024-0415-02 adopting a Drought Contingency Plan for the City of Lorena.

Kyler Jones explained this plan also requires renewal every five years. Jones explained there are only minor changes in this document. Mayor Ross wanted to remind everyone that the City of Lorena does not follow the City of Waco on drought contingency or water conservation. Kevin Neal explained the City of Lorena stands on our own on these policies and procedures or we follow our contractual obligation on our water rights with the Brazos River Authority.

MOTION: Katrina George motioned to adopt Ordinance 2024-0415-02 adopting a Drought Contingency Plan.

SECOND: Jason Blanek

FOR: Blanek, George, Yarbrough, McKenzie and Wetzel.

AGAINST: None

ABSENT: None

Motion carried 5-0.

10. Police Department Report.

1. Mar 2024 Monthly report

Police Chief Scott Holt says the report is in the packet and will answer any questions. Holt says the department still has an opening for a police officer.

11. City Manager Report.

1. Solar Eclipse after action review.

Neal says the city prepared well for the eclipse and is happy to report there were no incidents of traffic congestion or traffic delays. Traffic flowed freely through Lorena.

2. Street project update.

Neal reported with all the rainfall this month, drainage issues came up on N. Houston Street. These issues will be addressed with a change order to improve the drainage issues and will be funded by

remaining bond funds.

3. Policy Manual review update.

Neal explained the policy manual review is taking place with the department heads. This is a long and lengthy process and very cumbersome. Staff has had great discussions on the policy. Neal hopes to have policy complete by October. Neal says once staff has completed the review and changes the policy will go to the city attorney for review before council approval.

4. Ongoing development progress update.

Bright Farms is plugging away on their construction and on track for their target date of September 2024. They have completed two sections of their substandard roads. They will wait to asphalt when they do the inner roads in the development as a cost saving measure for them.

The Roadster has been working on their road improvements and there are ride quality issues. Neal will have a meeting tomorrow with Roadster and the engineers on the improvements.

5. City administrative offices will be closed April 24, 2024.

Neal reported offices will be closed for in-service training.

Monica Hendrix reminded everyone of early voting and elections coming up.

12. Future Agenda Items.

13. Adjourn

Due to no further business the meeting adjourned at 7:14 p.m.

These minutes were approved this 20th day of May 2024.

Tommy Ross, Mayor

Attest:

Monica Hendrix, City Secretary

**NOTICE OF PUBLIC MEETING
LORENA CITY COUNCIL
MONDAY, MAY 13, 2024 5:30 P.M.
LORENA CITY HALL
107-A S. FRONTAGE ROAD, LORENA TEXAS**

MINUTES

1. Call to Order/Roll Call.

Mayor Ross called the meeting to order at 5:30 p.m. Council members present were Mayor Tommy Ross, Katrina George and Brad Wetzel. (Note: only two members are required to canvass votes)

2. Discussion and possible action on Resolution 2024-0513-01 canvassing the votes and declaring the results of the May 4, 2024 election.

City Secretary Monica Hendrix presented the certified election reports from the McLennan County Elections Administrator. The special election for the following proposition:

“THE ADOPTION OF A REDUCTION OF THE RATE OF THE SALES AND USE TAX FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES FROM A RATE OF ONE-HALF OF ONE PERCENT TO A RATE OF ONE-EIGHT OF ONE PERCENT, AND THE ADOPTION OF A LOCAL SALES AND USE TAX IN THE CITY OF LORENA AT THE RATE OF THREE-EIGHTS OF ONE PERCENT TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS”

The proposition passed by a vote of 223 for and 119 against.

Brad Wetzel motioned to approve the resolution canvassing the votes.

Katrina George seconded the motion.

Motion carried 2-0.

3. Adjourn

Due to no further business the meeting adjourned at 5:34 p.m.

These minutes were approved this 20th day of May 2024.

Tommy Ross, Mayor

Attest:

Monica Hendrix-City Secretary



Scott M. Felton
McLENNAN COUNTY JUDGE

P.O. BOX 1728 * Waco, Texas 76703-1728 * Phone No. 254-757-5049 * Fax No. 254-757-5196

April 24, 2024

City of Lorena
Mayor Tommy Ross
107-A South Frontage Rd
Lorena, TX 76655

Mayor Ross;

The term for the Place 5 Director (Precinct 1 Region) of the McLennan County Rural Transit District Board of Directors will expire May 31, 2024.

The County Judge's office is requesting that each incorporated city in the Precinct 1 Region (by resolution) nominate a member of the city's governing body for consideration of becoming a member of the governing body of the district. Once a member has been nominated, please return the completed resolution to our office via email to dustin.chapman@mclennan.gov.

Once the nominees are returned to the County Judge's Office, they will be placed on a ballot which will then be sent to each of the cities in the Precinct 1 Region. Voting will then take place as specified by Section 5.B. of the RESOLUTION OF THE TRANSPORTATION CONFERENCE COMMITTEE PROVIDING FOR THE SELECTION OF THE GOVERNING BODY OF THE MCLENNAN COUNTY RURAL TRANSIT DISTRICT:

B. Process for Places 5-8

Each City within the region that desires to put up a nominee for the place provides the County Judge's Office with a resolution indicating its nominee 90 days before expiration of the term. The nominees are placed on a ballot. A ballot is sent to each of the cities. Each city has 20 votes to split between the nominees. Only 10 of those votes may be cast for the City's own nominee. If there are only 2 nominees, a city need not cast the other 10 votes, but may do so. If there are 3 or more nominees, the city must cast the other 10 votes. The ballots are sent back to the County Judge's Office and compiled. The nominee with the highest total is selected to fill that region's place. If there is a tie, the County Judge will cast a vote to break the tie.

Respectfully,

Scott M. Felton

Scott M. Felton
McLennan County Judge

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LORENA, TEXAS SELECTING AN ELECTED OFFICIAL OF THE CITY AS THE CITY'S NOMINEE FOR SERVICE AS A MEMBER OF THE GOVERNING BODY OF THE MCLENNAN COUNTY RURAL TRANSIT DISTRICT

WHEREAS, the Commissioners Court of McLennan County created the McLennan County Rural Transit District in 2015; and

WHEREAS, the City has been requested to nominate a member of its governing body to be considered to become a member on the governing body of the McLennan County Rural Transit District.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LORENA, TEXAS THAT:

1. the City Council nominates _____ to serve as a member of the governing body of the McLennan County Rural Transit District.

PASSED and RESOLVED on this _____ day of _____, 2024.

Mayor

City Secretary

Subject: Discussion and possible action accepting the resignation of the current City Planner, Mr. Robert LaCroix, ACPI, effective May 31, 2024, and appointing Mr. George Adams, CNU-a, to the position of City Planner as contracted.

Background Information: Mr. Robert LaCroix has served as the City of Lorena City Planner since being appointed on December 14, 2020, following the retirement of our previous City Planner, Mrs. Karen Mitchell. Mr. Lacroix is now retiring from his long career in city planning.

Current Finding: On April 1, 2024, after many conversations with Mr. Lacroix about his desire to fully retire, the City of Lorena received Mr. LaCroix's official resignation letter via email. Mr. LaCroix looks forward to more family time and more time to focus on his time as a musician. Coming before you with high recommendations to fill the City's position as City Planner is Mr. George Adams, CNU-a. Mr. Adams holds a Masters of Science in Community and Regional Planning from the University of Texas, has achieved the Congress for the New Urbanism Accreditation (CNU-a), and was awarded the Edwin Waller Award for Public Service by the American Institute of Architects, Austin Chapter, in April 2008. As you can see from Mr. Adam's attached resume, he is more than qualified to hold Lorena's City Planner position. Attached is the professional services agreement for Mr. Adams, and this is a very similar contract to the current contract Lorena has with Mr. LaCroix.

Important things to note in the contract are that the insurance section of the agreement is stricken from the contract. This is because Lorena's agreement will be with the LLC that Mr. Adams operates under. Our current Planner, Mr. LaCroix, operates under an LLC as well, so this is not a new concept for Lorena. The other strikethrough is for the not-to-exceed amount. Since Lorena pays for services rendered as services are needed and those services could vary from year to year, especially with the upcoming growth that McLennan County and Central Texas as a whole is experiencing, Lorena does not have a not-to-exceed amount.

Recommendation: For City Council to decide to accept Mr. Lacroix's resignation and to decide whether or not to appoint Mr. Adams to the position of City Planner for the City of Lorena.

..

R. LaCroix Consulting, LLC
Robert LaCroix, President/Owner
4517 Scenic Drive
Rowlett, Texas 75088

April 1, 2024

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

Dear Kevin,

I'm writing to inform you of my decision to resign from my role as the consulting City Planner for the City of Lorena. My last official day will be May 31, 2024.

I've enjoyed working with you and Monica and both the Planning & Zoning Commission and the City Council over the last few years. As that old Willie Nelson song says "It's Funny How Time Slips Away" and I guess the time is starting to get away from me even though I hate to admit it. I am very grateful for the opportunity to have served you and the City.

Please let me know how I can assist in the handover of my responsibilities so I can help to ensure a smooth transition for the next person that you choose. Again, thank you for the opportunity to be a part of the growth and development of the City of Lorena. The City is certainly in good hands with you and all the staff.

You can reach me via email at rplanner@gmail.com or by phone (972-754-9682). I look forward to staying in touch and wish everyone at the City of Lorena continued success.

Best regards,

Robert LaCroix

Robert LaCroix

George Adams, CNU-a
1818 S. Lakeshore Blvd. Unit 25
Austin, TX. 78741
(512) 923-9529 mobile
ga78704@gmail.com

Professional Experience

Program Consultant (Part-time)

City of Austin, Texas

Project Connect Office

Nov 2021 – Present

- Part of city staff team working with Capital Metro and Austin Transit Partnership to facilitate design, permitting and construction of Project Connect suite of transit projects (Bus Rapid Transit, Light Rail Transit).
- Research and identify improvements to city code and permitting processes to facilitate permitting and construction of light rail transit.

Director

City of Aurora, Colorado

Planning and Development Services Department

Aug 2016 – Aug 2021 (5 years)

- Responsible for management of 42-person department providing long-range planning, current planning, development review, economic development, urban renewal, redevelopment, retail and small business consulting services.
- Represent department with City Council, Planning and Zoning Commission.
- Serve on management team consisting of City Manager, Deputy City Managers and Department Directors.
- Manage and administer \$5.8 million department budget.
- Major projects completed during tenure include Aurora Places Comprehensive Plan (2018), Original Aurora Zoning Study and Rezone (2018), Aurora Unified Development Code (2019), 64th Avenue Multimodal and Urban Design Study (2019), Aurora Housing Strategy (2020).
- Major projects in process include City Center Vision Study and Havana Street Multimodal Study.

Assistant Director

City of Austin, Texas

Planning and Zoning, and Development Services Departments

Mar 2007 – Jun 2016 (9 years)

- Planning and Zoning Department: Responsible for management of 15-person division providing long-range planning and urban design services. Oversaw and managed a variety of long-range planning and urban design projects including the Downtown Austin Plan, three Transit-Oriented District Station Area Plans, East Riverside Corridor Redevelopment Plan, and the Waller Creek District Master Plan.
- Development Services: Responsible for management of 78-person Land Use Review division which provided annexation, zoning, historic preservation, site plan, subdivision, drainage and environmental review. Served as lead staff for the city's zoning code rewrite from 2015-2016.
- Assisted with budget and business planning for Current Planning and Land Use Review Divisions.

Urban Design Manager

City of Austin, Texas

Neighborhood Planning and Zoning Department

Feb 2005 – Mar 2007 (2 years)

- Managed seven-person Urban Design Division.

Rocky Mountain Land Use Institute Presentations:

2018 - Disruptive Responses to the Affordable Housing Crisis, with Don Elliott and Joelle Greenwald
2017-2019 – What's New with Planning on the Front Range – Planning Director Roundtable, Peter Pollock, Moderator

Article:

“Smart Growth and Transportation: Opportunities and Challenges for Austin, Texas”. George Adams and David Gerard. ITE Journal. November 2000.

References Provided Upon Request

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is dated May 1, 2024, by and between GTA Consulting, LLC (“**Consultant**”), with offices at 1818 S. Lakeshore Boulevard, Unit 25, Austin, Texas 78741, and the City of Lorena, Texas (“**City**”), a Texas Type A, General Law municipality, with a mailing office at 107 A S. Frontage Rd, Lorena, Texas 76655, collectively “the **Parties**.”

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

- 1. Scope of Services:** Consultant and City agree that Consultant will perform services as requested by City and outlined in the attached **Exhibit A** (“**Scope of Services**”). Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute. Consultant acknowledges the strict timelines which govern much of the work to be performed under this Agreement, and agrees to use due diligence to perform the planning work for the City in a timely manner so as not to put the City at a disadvantage in processing any applications. Consultant agrees to become familiar with the ordinances, procedures, processes, and application forms of the City, and make recommendations to the City Manager of any changes that Consultant identifies would be efficient or beneficial to the City and/or development community.
- 2. City Terms Prevail.** In the event there is a conflict between a term in **Exhibit A** and a term in this Agreement, the terms of this Agreement shall prevail.
- 3. Independent Contractor:** Consultant is an independent contractor and is not an employee of City. Nothing in this Agreement is intended to, or should be construed to, create a partnership, joint venture or employer-employee relationship between City and Consultant. Consultant shall be solely responsible for filing all tax returns and submitting all payments as required by federal, state or local authority arising from the payment of fees to Consultant by City under this Agreement. Services performed by Consultant under this Agreement are solely for the benefit of City. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
- 4. Standard of Care:** Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced by consultants performing the same or similar Services in the State of Texas. Except as otherwise provided, Consultant shall have exclusive control over the manner and means of performing the Services, including the

PROFESSIONAL SERVICES AGREEMENT

choice of place and time and will use its expertise and analytical skills in performing the Services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. **Fee for Services and Payment:** The fee to Consultant for Services performed shall be in calculated in accordance with **Exhibit A.** ~~Total compensation for services furnished shall not exceed \$_____.~~ All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty (30) days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and/or its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.
6. **Place And Conditions Of Work, Access To Site:** If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Consultant access to the sites where the Consultant is to perform the Services as required in order for the Consultant to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Consultant acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Consultant's obligations under the Contract. The Consultant shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.
7. **Consultant to Provide All Material, Equipment, Labor.** Consultant shall provide all material, equipment and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Consultant shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.
8. **Workforce.** If Services are to be performed principally on the City's premises or on public rights-of-way:
 - a. Consultant shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Contract.

PROFESSIONAL SERVICES AGREEMENT

- b. Consultant, its employees, subcontractors and subcontractors' employees, while engaged in participating in a solicitation or while in the course and scope of delivering services under the Agreement, may not use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.
- c. If the City or the City's representative notifies the Consultant that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed or was under the influence of alcohol or drugs on the job, the Consultant shall immediately remove such worker and may not employ such worker again without the City's prior consent.

9. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so, specified in the request.

10. **Conflict of Interest.** The City acknowledges that Consultant may be engaged to perform municipal planning services for other entities. Consultant agrees to notify the City Manager if Consultant identifies any potential conflicts of interest with performing any functions for the City.

- a. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of City, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
- b. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant which were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within one week of becoming aware of the existence of the conflict of interest.
- c. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee,

PROFESSIONAL SERVICES AGREEMENT

commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

- d. Consultant shall include the terms and conditions of Paragraphs a, b and c of this Section in all subcontractor agreements for work to be performed under this Agreement.
- 11. **Consultant to Cooperate.** If City undertakes or awards other contracts for additional related work, Consultant shall fully cooperate with such other consultants or other independent contractors of City and the City's employees, and carefully fit its own work to such additional work as may be directed by City. Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of City or any employee of City.
- 12. **Compliance with All Safety and Environmental Requirements.** If Services are to be performed principally on the City's premises or on public rights-of-way, the Consultant, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Consultant shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Consultant's obligations under this paragraph.
- 13. **Changes/Amendments:** This Agreement (together with any exhibits attached hereto) constitute the entire agreement between the parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify City if changes to the Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its Services due to an event beyond its reasonable control, including but not limited to, fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule for the performance of the Services and payment of fees under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
- 14. **INDEMNITY. CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS PAST, PRESENT AND FUTURE OFFICERS,**

PROFESSIONAL SERVICES AGREEMENT

AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY CONSULTANT OR ITS SUBCONTRACTOR OR OTHER AGENT. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY, HOLD HARMLESS, OR DEFEND CONSULTANT.

15. Release. The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

16. Reperformance of Services: If City believes any of the Services provided under this Agreement do not comply with the terms of this Agreement, City shall promptly notify Consultant to permit Consultant an opportunity to investigate the allegation of noncompliance. If the Services do not meet the applicable standard of care, Consultant will promptly re-perform the Services at no additional cost to City, including assisting City in selecting remedial actions. If City fails to provide Consultant with prompt notice of non-compliance and an opportunity to investigate and re-perform its Services, Consultant's total obligation to City will be limited to the costs Consultant would have incurred to re-perform the Services.

17. Insurance: Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to City evidencing the same. City shall name the City as a named additional insured on its insurance and provide City with the policy of Insurance, if requested by City, and the Certificate of Insurance providing coverage to City as a named additional insured.

| | |
|----------------------------------|---|
| Worker's Compensation | Statutory |
| Employer's Liability | U.S. \$1,000,000 |
| Commercial General Liability | U.S. \$1,000,000 per occurrence U.S. \$1,000,000 aggregate |
| Comprehensive General Automobile | U.S. \$1,000,000 combined single limit |
| Professional Liability | U.S. \$1,000,000 per claim and in the aggregate |

18. Work Product: City shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided,

PROFESSIONAL SERVICES AGREEMENT

however, that City shall not rely on or use the Work Product for any purpose other than the purposes under this Agreement and the Work Product shall not be changed without the prior written approval of Consultant. If City releases the Work Product to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) City does so at its sole risk and discretion and, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Product

19. **Force Majeure.** Any claim or defense related to this Agreement based on force majeure is limited as follows: "Force Majeure" and "Force Majeure Event" mean acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials, war, acts of public enemies, terrorism, orders of any kind of the government of the United States, the State of Texas, McLennan County, Texas, or any other civil or military authority other than City (including, without limitation, any officer, employee, other agent of City, or any office, or department of City), insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, other natural disasters, a Party not receiving a governmental permit, license, approval or inspection from an authority other than City (including, without limitation, any officer, employee, other agent of City, or any office, or department of City) in time to meet a contractual time period imposed hereunder, provided that Party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, and explosions. No Party can assert force majeure based on an event or condition caused by that Party. A Party's financial inability to perform is not a Force Majeure Event unless the inability is caused by a Force Majeure Event.
20. **No Consequential Damages:** In no event and under no circumstances shall Consultant be liable to City for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
21. **Information Provided by Others:** City shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the Services hereunder. City confirms and agrees that Consultant may rely on the accuracy of information provided by City and its representatives.
22. **Audit.** The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
23. **Safety and Security:** Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for

PROFESSIONAL SERVICES AGREEMENT

job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such Services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

24. **Termination:** Except in the event of an emergency or urgent necessity outside of the party's control, if Consultant or the City decide to terminate the Agreement, both parties agree to continue operating under the Agreement until such time as the City has another person functioning as the City's planner, so as not to delay any projects which may be in process at the time the Agreement terminates. Either party may terminate this Agreement upon at least thirty (30) days' prior written notice to the other party. City shall pay Consultant for all Services rendered through the date of termination plus reasonable expenses for winding down the Services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days' written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued during such seven-day period, terminate this Agreement or suspend performance under this Agreement.
25. **Non-Appropriation.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.
26. **Claims.** If a claim, demand, suit or other action is asserted against the Consultant which arises under or concerns the Agreement, or which could have a material adverse effect on the Consultant's ability to perform thereunder, the Consultant shall give written notice to the City within ten (10) calendar days after receipt of notice by the Consultant. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Attorney, 11675 Jollyville Road, Austin, Texas 78759.
27. **Codes, Permits, Licenses.** Consultant shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Consultant shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.
28. **Confidentiality.** In order to provide the deliverables to the City, Consultant may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Consultant acknowledges and agrees that the Confidential Information is the valuable property of the

PROFESSIONAL SERVICES AGREEMENT

City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Consultant (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Consultant promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Consultant agrees to use protective measures no less stringent than the Consultant uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The provisions of this paragraph shall survive the term of the Agreement.

29. **Fraud.** Fraudulent statements by the Consultant on any Proposal or in any report or deliverable required to be submitted by the Consultant to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

30. **Dispute Resolution:** Consultant and City shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator.

31. **Miscellaneous:**

- a. This Agreement is binding upon and will inure to the benefit of City and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

City: City of Lorena, Texas
Attention: City Manager
Address: 107A S. Frontage Rd, Lorena, Texas 76655

Consultant: GTA Consulting, LLC
Attention: George Adams
Address: 1818 S. Lakeshore Blvd, Unit 25, Austin Texas
78741

PROFESSIONAL SERVICES AGREEMENT

- c. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- d. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- e. This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph
- f. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and venue for any action shall be in McLennan County, Texas.
- g. In any action to enforce or interpret this Agreement, each party shall be responsible for its reasonable attorneys' fees and costs.
- h. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- i. All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.
- j. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

[Signature Page Follows]

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

CITY

Signature _____
Name _____
Title _____
Date _____

ATTEST

City Secretary

CONSULTANT:

Signature _____
Name _____
Title _____
Date _____

STATE OF TEXAS

§

COUNTY OF MCLENNAN

THIS AGREEMENT was acknowledged before me on this _____ day of _____, 2020,
by _____ as the _____ on behalf of the _____.

(SEAL)

Notary Public, State of Texas

Exhibit A – Scope of Services.

May 1, 2024

Exhibit “A”

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

Letter of Engagement for Planning Consultant Services

Dear Mr. Neal:

Thank you for the opportunity to assist the City of Lorena with its development review activities. The purpose of this letter is to define the scope of services of development review and other related planning activities the city, other entities and individuals other than the city, may initiate. Below is the Scope of Services that will outline what we will provide to the City of Lorena.

Scope of Services

- 1) GTA Consulting, LLC will provide review of development cases on a “Case-By-Case” basis. Development review will include the following:
 - A. Straight Rezoning Cases:
 - (1) Receive and review application
 - (2) Prepare language for surrounding property owner notification
 - (3) Prepare language for newspaper legal notice
 - (4) Assist City Secretary with agenda language and ordinance preparation
 - (5) Prepare staff reports for P&Z and CC
 - (6) Planning and Zoning Commission and City Council meeting attendance will be billed at an hourly rate
 - (7) Additional hours outside the above numerated tasks will be at an hourly rate of \$135.
 - (8) Zoning Board of Adjustment cases including variances and special exceptions will be billed at the flat rate.

Flat Rate: \$700.00

- B. Planned Development Rezoning, CUP Applications, Site Plan Reviews (includes site plan submitted as part of Building Permit Application process) and Plats. This includes two sets of review comments:
 - (1) Receive and review application
 - (2) Review site plans for compliance with adopted codes and ordinances
 - (3) Draft review comments for City to distribute to applicant
 - (4) Re-review site plans for compliance with comments
 - (5) Prepare language for surrounding property owner notification
 - (6) Prepare language for newspaper legal notice
 - (7) Assist City Secretary with Agenda language and Ordinance preparation
 - (8) Prepare Staff Reports for P&Z and CC
 - (9) P&Z Commission and City Council attendance to be billed at hourly rate
 - (10) Additional hours outside of the above numerated tasks will be billed hourly at \$150.00.

**Flat Rate: \$700.00 for properties less than one (1) acre in size
\$850.00 for properties between 1.01 acre in size to 5.0 acres in size
\$1,650.00 for properties over 5.01 acres in size**

2) General Services. GTA Consulting, LLC will provide general planning services to the City of Lorena at an hourly rate of \$150.00.

In connection with this engagement by the City of Lorena, the City agrees to pay this firm for the performance of planning and development review services. For billing purposes, the following policies and procedures shall be applicable to our relationship:

1. Invoices for services rendered will be submitted on a monthly basis.
2. Payment for services rendered and expenses incurred are due within thirty (30) days of receipt of the invoice for such fees and expenses (expenses also include travel to and from Lorena).
3. It is understood that the City of Lorena or GTA, LLC may withdraw from this representation for any reason by notifying the other party in writing.

Please feel free to call me if you have questions regarding the provisions of this letter. You may indicate your acceptance of the terms of this engagement by signing in the provided below and returning the original to me. Once again, we appreciate the opportunity to serve you and the City of Lorena.

Sincerely,

George Adams

AGREED AND ACCEPTED

On this the _____ day of _____, 2024

BY: _____
Kevin Neal, Acting City Manager

Subject: Discussion and possible action to accept a donation of the post clock in downtown Lorena as City-owned property from Linda Graves.

Background Information: After much research the City of Lorena has no official records from the clock on the corner of Center St. and Bordon St. in downtown Lorena. According to Mrs. Graves this clock was donated by the Lorena Chamber of Commerce many years ago. City staff has searched through all official records but cannot locate any official record of a donation. The action before City Council is to officially accept this donation and for the clock to formally become City property.

In the past year it has been brought to the City Managers attention that repairs were needed in order to keep the clock working properly. Due to the fact that public tax funds cannot be spent on private property, City staff started researching this matter closely and found that there is no record of the clock being donated, so the needed repairs were not completed.

Current Finding: Should the City Council accept this donation, the City of Lorena would add a line item to the 2024–2025 budget for the repair and maintenance of this clock. The City of Lorena would also make the needed repairs as soon as possible after acceptance, so the clock would function properly. Due to the estimated replacement value of this clock, and in accordance with the City Donation Policy, this donation requires City Council approval.

Recommendation: For City Council to decide whether or not to accept a donation of the post clock in downtown Lorena as City-owned property from Linda Graves.

Manor - Two Face Post Clock



7'
MANOR
TWO FACE



10'
COURTYARD
TWO FACE



11'



13' 6"



16'
HOWARD REPLICA
TWO FACE



EST. YEAR



EST. YEAR



EST. YEAR



EST. YEAR



12'



EST. YEAR



EST. YEAR



EST. YEAR



12'



EST. YEAR



EST. YEAR



EST. YEAR



EST. YEAR



EST. YEAR



EST. YEAR



EST. YEAR



20'

16' w/ ST Base

16' w/ ST Base

16'
TOWNSHIP
FOUR FACE

16'
AMERICANA
TWO FACE

16'
RISE & CHIME
FOUR FACE



The Manor post clock is **7' feet tall** and costs **\$7,995.**

Introducing the “**Manor**” street clock – a stunning addition to your home that will impress guests and add a touch of timeless beauty to your property. Standing tall at 7 feet, this magnificent clock is designed to capture the essence of classic street clocks, while offering a charming touch that will elevate the look and feel of your outdoor space.

Crafted with meticulous attention to detail, the “**Manor**” street clock features an elegant Roman numeral face and our vintage-styled hands, perfectly accentuated by the rich, dark finish of the clock’s frame. The sturdy construction ensures durability and longevity, making this a true investment in your property.

specifications for our clocks:

1. Clock bodies are of thick walled cast aluminum, no fiberglass or plastics.
2. Clock faces are LED backlit with built in photocell.
3. Clock controller located in the base adjusts for seasonal time changes and after power outages fully automatically.
4. Anchor bolt embed kit for mistake-proof footings is included.
5. Our heavy aluminum post clock bodies are cast in the U.S. and manufactured in our shop in Charleston.
6. Standard warranty, parts and labor, is 3 years.

Purchase Form

Subject: Discussion and possible direction on how to provide the most reliable water service for City of Lorena water customers in the general area encompassing certain customers along S. Old Bruceville Rd.

Background Information: The City of Lorena took over a rural water company in the 1980s. This rural water company was named Twin Bayou Water System. There is one specific two-inch watermain that crosses the South Cow Bayou in a very remote area. Many repairs have been made to this watermain in the general area of this creek crossing. This watermain was never installed below the creek bed but was installed by placing the line in the creek bed. Over time and with years of erosion, this watermain continues to be washed away by flash flooding. On Easter weekend of 2020, this waterline was washed away by flash flooding from heavy storms. At that time, the City explored various options but ultimately decided to have the Public Works Department make repairs to restore water service. This repair lasted until May 2024, at which time record-breaking rainfall and flooding caused this waterline to be washed out again. The Public Works Department made a temporary repair on May 9, 2024, which lasted until May 12, 2024, when another round of storms washed out the temporary repair. The reason that the repair on May 9, 2024, was only a temporary repair is due to the fact that the creek is still flowing at a very rapid pace, and it is impossible to complete and make permanent repairs within the creek bed.

Following the information contained herein there are a couple of pictures that show the remote location of this creek crossing and the risks Lorena City staff takes to repair this watermain in the swollen creek.

Current Finding: City staff has explored the following options:

1. Once again, have the Public Works Department make permanent repairs when the creek subsides to a flowing level that would allow such repairs.

Pros: This is the least expensive method.

There is no involvement from the City Attorney, the Texas Commission of Environmental Quality, or the Texas Public Utility Commission.

Cons: This is the least reliable and would certainly happen again.

It doesn't address the fact that there are close to two (2) miles of cross-country watermain, some of which City staff don't even know the actual location of.

It doesn't address the age of the watermain which is at least fifty (50) years and could be as old as seventy (70) years.

2. Have a contractor bore the watermain underneath the creek.

Pros: It will permanently fix this isolated problem on this specific watermain.

There is no involvement from the City Attorney, the Texas Commission of Environmental Quality, or the Texas Public Utility Commission.

Cons: It doesn't address the fact that there is close to two (2) miles of cross-country watermain some of which City staff don't even know the actual location of.

It doesn't address the age of the watermain, which is at least fifty (50) years old and could be as old as seventy (70) years.

It doesn't address the erosion of the watermain that crosses the South Cow Bayou from Woodlawn Rd. to Trails End.

3. Upgrade over three (3) miles of watermain from the intersection of Woodlawn Rd. and Davis Road to Trails End, ending on S. Old Bruceville Rd.

Pros: It will properly address all three (3) creek crossings for the South Cow Bayou Creek.

Addresses the fifty (50) to seventy (70) year old infrastructure

Addresses the unknown location of the watermain.

Addresses the issue of the cross-country route and allows for City staff to monitor more closely and frequently for water leaks.

There is no involvement from the City Attorney, the Texas Commission of Environmental Quality, or the Texas Public Utility Commission.

Cons: Most likely, the most expensive option

The return on investment for the City of Lorena could well exceed the life of the new infrastructure.

4. Work in collaboration with the City of Bruceville-Eddy to ultimately have Bruceville-Eddy serve Lorena's water customers on S. Old Bruceville Rd.

Pros: Eliminates Lorena's need for the nearly two (2) miles of cross-country watermain.

Infrastructure costs would be less than option 3 and possibly less than option 2, depending on bids.

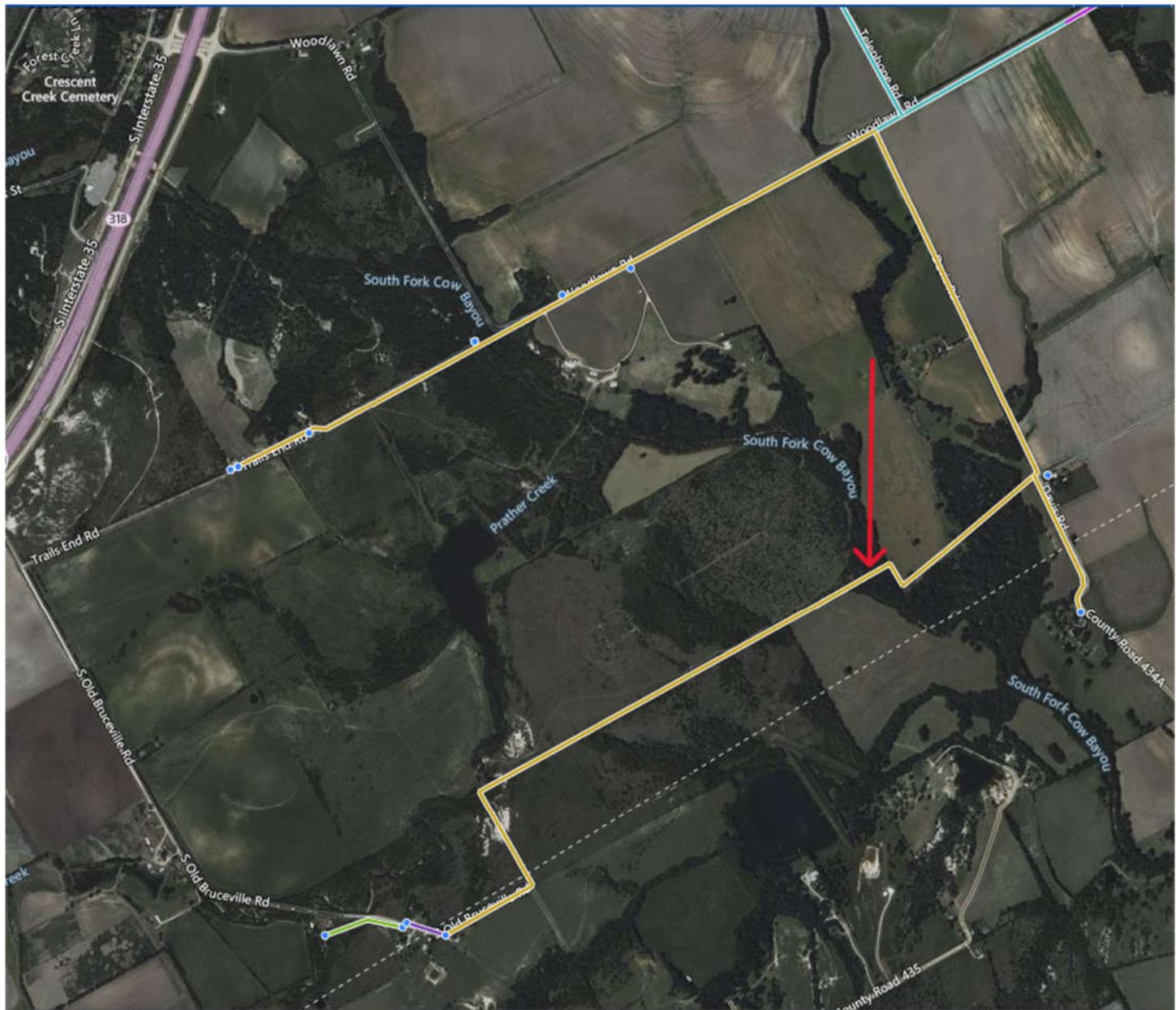
Cons: This would require, at a very minimum, a 13.248 agreement between Lorena and Bruceville-Eddy. The 13.248 agreement would have to be approved by the Texas Public Utility Commission.

The City of Lorena would not only have to fund the infrastructure costs; Lorena would also have to fund all legal fees associated with the potential 13.248 agreement and/or Certificate of Convenience and Necessity (CCN) amendments for both cities.

The Public Utility Commission could require that Lorena and Bruceville-Eddy both submit Certificate of Convenience and Necessity (CCN) amendments. More costly and time-consuming than a 13.248 agreement.

There is a possibility that Bruceville-Eddy would not be able to pursue a 13.248 agreement or a CCN amendment until such time as pending Docket Number 56015, which is before the PUC, is settled or ruled on by the PUC.

Recommendation: Give City staff direction as to how to proceed with the most reliable water service for City of Lorena water customers in the general area encompassing certain customers along S. Old Bruceville Rd. Due to the fact that the matter before you is one that is not only time-sensitive but one that could easily become an enforcement action by the TCEQ and/or PUC, it is the recommendation of City staff to pursue the feasibility of option 3.





Subject: Discussion and possible action to reappoint the following Board Members to the Lorena TIRZ #1 East Board for the remainder of their 2-year terms that will expire in November 2025:

Seat 2 – Katrina George
Seat 4 – Kelly Yarbrough
Seat 6 – William Callen

Background Information: During the October 2023 regularly scheduled Lorena TIRZ #1 Esat meeting, the TIRZ Board consultant was given a thirty (30) day termination notice for the consultant contract. The Lorena TIRZ #1 East Board of Directors meets every other month as needed to conduct their necessary business. Due to the fact that the consultant received the termination notice, the reappointment of TIRZ Board Directors did not take place. There was no meeting in December of 2023 due to a lack of quorum. During the February 2024 regularly scheduled TIRZ meeting, the TIRZ Board agreed to have the City of Lorena provide the necessary administrative services for the Lorena TIRZ #1 East Board of Directors. Lorena staff, as part of their administrative services, found that the above TIRZ Board seats had gone without being reappointed. During the regularly scheduled April 2024 Lorena TIRZ #1 East meeting, the Board of Directors made the recommendation to the Lorena City Council to reappoint the above-listed board of directors to their seats for the remainder of their 2-year term that will expire in November 2025.

Current Finding: The above-listed Lorena TIRZ #1 East Board of Directors has currently been serving as Board Directors for six (6) months of the current 2-year term. Each of the above listed Lorena TIRZ #1 East Board of Directors, if appointed by the Lorena City Council, would be appointed for the remainder of their current 2-year term, which expires in November 2025.

Recommendation: For City Council to decide whether or not to reappoint the following Board Members to the Lorena TIRZ #1 East Board for the remainder of their 2-year terms that will expire in November 2025:

Seat 2 – Katrina George
Seat 4 – Kelly Yarbrough
Seat 6 – William Callen

Subject: Discussion and possible action to accept the substandard roadway improvements as required in the substandard roadway improvement agreement between the Roadster Travel Center and the City of Lorena as complete.

Background Information: In December 2022, the City of Lorena entered into an agreement with the Roadster Travel Center for roadway improvements that are required by the City of Lorena Subdivision Ordinance 2015-0618-01.

Current Finding: The City Engineer, Mr. John Simcik, has made a formal recommendation that the City of Lorena accept the substandard roadway improvements as complete. As you have heard from the City Manager over the past few months, the Roadster Travel Center has been having a difficult time meeting the City minimum requirements for roadway improvements. The City Engineer's original letter on March 12, 2024, did not recommend acceptance; however, a follow-up letter was sent to the City on May 2, 2024, recommending acceptance after the City minimum standards had been met. His letter recommending acceptance follows the original roadway improvement agreement and his first letter dated March 12, 2024.

Recommendation: The City of Lorena City Engineer recommends acceptance.

STATE OF TEXAS §
§
COUNTY OF MCLENNAN §

**ROADWAY IMPROVEMENTS PARTICIPATION AGREEMENT
BETWEEN THE CITY OF LORENA, TEXAS, AND LORENA TRAVEL
CENTER PROPERTY, LLC**

This Roadway Improvements Participation Agreement (“Agreement”) is by and between the City of Lorena, Texas, a general law municipality (“City”), and LORENA TRAVEL CENTER PROPERTY LLC, a Texas Limited Liability Company (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

RECITALS

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

WHEREAS, the City on July 19th, 2021, approved Ordinance No.2021-0719-01 granting a Conditional Use Permit (“CUP”) to allow a convenience store with fuel sales in the Interstate Corridor Zoning District on a 13.279 acre tract of land (“Property”), being out of a 123.547 acre tract, conveyed in special Warranty Deed to Agnes Warren Barnes and Cleon K. Warren, recorded in Volume 214, Page 276, Deed Records of McLennan County, Texas, (D.R.M.C.T.), out of the James Stewart Survey, Abstract A-815, City of Lorena, McLennan County, Texas located on the East Interstate Highway 35 frontage road at the intersection of Old Lorena Road and North Old Temple Road, as more fully described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer submitted an application for a final plat to subdivide the Property; and

WHEREAS, Developer intends to construct on the Property the Roadster Travel Center (“Project”); and

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

WHEREAS, the City finds roadway improvement participation agreements are an

appropriate way of providing for the construction of appropriate and necessary roadway infrastructure based on the impact of the proposed development on the road, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area; and

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

WHEREAS, the City conducted a proportionality study, attached hereto as Exhibit B (“Proportionality Study”), to analyze the impact of the Project on the total daily capacity of area roadways and the total proportional costs to these roadways attributable to the Project was found to be \$674,809.86; and

WHEREAS, the City believes it is in the best interests of the City and the Project for the Developer to construct certain portions of the Old Temple Road improvements and other off-site roadway improvements to serve the Property and for the City and the Developer to enter an agreement to participate in the costs of those improvements.

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

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

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

1.02 Project Defined. The Roadster Travel Center project includes: a 10,480 square-foot convenience store; an 1,812 square-foot fast-food restaurant; a 3,071 square-foot sit-down restaurant; fueling positions for 16 vehicles and 6 trucks; the addition of 2 new driveway connections along the Interstate Highway 35 Northbound Frontage Road; and the addition of 1 new driveway connection along Old Temple Road. The Project includes the subdivision of the Property.

1.03 Benefits.

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

(b) The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer's execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.04 Term. The term of this Agreement will commence on the Effective Date and continue for two (2) years or until Developer completes performance of all obligations under this Agreement, whichever is earlier. This Agreement may be extended only by written agreement executed by both Parties.

ARTICLE 2 ROADWAY IMPROVEMENTS AND PARTICIPATION IN COSTS OF IMPROVEMENTS

2.01 Required Roadway Improvements. Based on the Proportionality Study, attached hereto as Exhibit B, the Developer shall participate in the costs of constructing roadway improvements to Old Temple Road and other off-site roadways attributable to the impact of the Project, as identified in Exhibit B, Figure 2, Roadway Segment IDs, and Table 5: Proportionality Summary (collectively, the "Roadway Improvements").

2.02 Participation in Costs of Improvements.

(a) Pursuant to Section 212.904, Texas Local Government Code, the Developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the impact of the proposed Project. According to the Proportionality Study, attached hereto as Exhibit B and which was performed by a professional engineer hired by the City, the total proportional costs to the roadways attributable to the Project is \$674,809.86, as summarized in Exhibit B, Table 6: Proportionality Cost Summary. Developer hereby agrees that \$674,809.86 is the amount required for infrastructure improvements that are roughly proportionate to the impact of the proposed Project ("Developer's Proportional Costs").

(b) Within 10 business days of all parties signing this agreement the developer shall place in escrow for the City a portion of the Developer's Proportional Costs in amount of \$243,000.00, and such escrow shall be in the form of cash, performance bonds or a combination of both ("Roadway Improvements Escrow"). Within thirty (30) days of approval of the Developer's final plat for the project, the amount held in escrow shall be released to the City, subject to the Developer's option to elect to construct a certain portion of the Roadway Improvements as described in Sections 2.03, 2.04, and 2.05 of this Agreement.

(c) If the City denies the Developer's final plat for the Project, then the amount held in escrow shall be released to the Developer within thirty (30) days of the City's denial of the final plat.

2.03 Developer's Election to Construct Certain Roadway Improvements.

(a) Developer may elect to construct those roadway segments of the Roadway Improvements that provide direct benefit to the Property as determined by the

Developer, which shall include the following roadway segments, as more fully described in Exhibit B (collectively, “the Roadway Improvements”):

- (1) Old Temple Road – widen, level-up, and overlay with 2 inches of asphalt one (1) twelve foot (12') lane, and completely reconstruct to include subgrade base material meeting the minimum requirement as specified in the City of Lorena’s Design Standards the remaining one (1) twelve foot (12') lane, consisting of an area from the TxDot right-of-way the entire length of Old Temple Rd to the Northwest corner of the Developer’s property line.
- (2) Driveway – construct driveway entrance from Old Temple Road to the Property.

(b) Developer must provide the City with written notice of Developer’s election to construct the Roadway Improvements within ten (10) days of approval of Developer’s final plat for the Project.

(c) The City agrees to close the portion of Old Temple Rd. that is to be reconstructed in accordance with section 2.03 (a)(1) of this agreement, and detour traffic for a period of time not to exceed twenty-one (21) calendar days. Furthermore, the City agrees to have the reconstructed roadway restriped at the City’s expense.

(d) The Roadway Improvements Escrow shall remain held in escrow for the City subject to the terms and conditions of this Agreement.

(e) If Developer satisfactorily completes construction of the Roadway Improvements, including satisfying all requirements of Sections 2.04 and 2.05 of this Agreement, then the Roadway Improvements Escrow shall be returned to the Developer within thirty (30) days of City’s written final acceptance of the Roadway Improvements.

(f) If Developer fails to satisfactorily complete construction of the Roadway Improvements, including satisfying all requirements of Sections 2.04 and 2.05 of this Agreement, then City shall have the right to elect to receive the Roadway Improvements Escrow as well as pursuing all other remedies available to the City under this Agreement or under applicable law.

2.04 Construction of Roadway Improvements.

(a) The construction of the Roadway Improvements by the Developer shall comply with the City’s Design Standards. At least thirty (30 days) prior to commencing construction, Developer shall provide the plans for construction of the Roadway Improvements to the City Engineer for approval and to determine compliance with the City’s Design Standards. The City Engineer’s approval shall not be unreasonably withheld or delayed.

(b) At least thirty (30 days) prior to commencing construction of the Roadway

Improvements, Developer must add the City as an additional insured on each of the following insurance policies and provide to the City certificates of insurance showing the same:

- (1) Commercial General Liability Insurance with minimum insurance amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 umbrella or excess liability coverage;
- (2) Business Auto Liability Insurance with minimum insurance amounts of \$1,000,000 per occurrence, \$1,000,000 aggregate, or \$1,000,000 combined single limits;
- (3) Workers' Compensation and Employers' Liability Insurance with minimum amounts compliant with statutory requirements and at least \$1,000,000 each accident;
- (4) Builders Risk Policy for the amount of 100% of the total construction costs; and
- (5) Professional Liability Insurance for the engineering and design of construction.

(c) Such insurance as required under subsection (b) must be maintained for the duration of construction. Developer must provide City with 30-days' notice of a cancellation or material change in coverage.

(d) Developer must complete the construction of the Roadway Improvements within two (2) years of the Effective Date of this Agreement.

2.05 City Acceptance of Roadway Improvements.

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

- (1) Engineering designs, record drawings, project manuals, and all other documentation necessary for the City Engineer to review and approve the Developer's satisfactory compliance with the City's Design Standards in construction of the Roadway Improvements;
- (2) Executed all bills paid affidavits, bills of sale, assignments of contractual rights to seek remedies from contractors and subcontractors, other instruments of transfer reasonably requested by the City; and
- (3) Any other items required by the City's subdivision ordinance for acceptance of public improvements, including but not limited to performance bonds, payment bonds, maintenance bonds for a period of at least two (2) years after construction, warranties, guarantees, and other assurances of performance and payment.

- (b) The City shall not unreasonably deny, delay, or condition its acceptance of the Roadway Improvements. The City shall provide the Developer with a written notice of the City's final acceptance of the Roadway Improvements.
- (c) From and after the time of the City's final acceptance of the Roadway Improvements, the City shall own, operate, and maintain the Roadway Improvements and shall be responsible for the costs associated with same unless such costs are incurred due to Developer's failure to construct the roadway improvements in accordance with the construction plans and in compliance with the City's Design Standards.

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

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

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

ARTICLE 4 **INDEMNIFICATION**

4.01 INDEMNIFICATION, HOLD HARMLESS, RELEASE, AND DEFENSE.
IF DEVELOPER ELECTS UNDER SECTION 2.03 OF THIS AGREEMENT TO
CONSTRUCT THE EFFECTIVE FRONTAGE, THEN DEVELOPER, AND
DEVELOPER'S SUCCESSORS AND ASSIGNS, EACH HEREBY COVENANT AND
AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY
AND ITS CURRENT AND FUTURE CITY COUNCIL, CITY COUNCIL MEMBERS,
CITY OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST
ALL THIRD-PARTY CLAIMS, LIENS, SUITS, JUDGMENTS, DAMAGES, AND

DEMANDS (TOGETHER, “CLAIMS”) AGAINST THE CITY, WHETHER REAL, POTENTIAL, OR ASSERTED, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR OMISSION OF DEVELOPER, INCLUDING THE NEGLIGENCE OF DEVELOPER’S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS OCCURRING DURING THE PERFORMANCE OF DEVELOPER’S OBLIGATIONS AS TO THE CONSTRUCTION OF THE EFFECTIVE FRONTAGE UNDER SECTIONS 2.03, 2.04, AND 2.05 OF THIS AGREEMENT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY’S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION. DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY’S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, THE DEVELOPER’S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER’S OWN PERCENTAGE OF RESPONSIBILITY. DEVELOPER’S DUTY TO DEFEND IS NOT REDUCED OR LIMITED BY APPORTIONMENT OF LIABILITY.

4.02 The provisions of these indemnity, hold harmless, release and defense obligations are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity except for the indemnified City Council, City Council Members, and City officers, agents, servants, and employees. Developer shall advise the City in writing within twenty-four (24) hours after Developer learns of any claim against the City or Developer related to or arising out of Developer’s activities under this Agreement.

4.03 Developer shall not settle any claim against the City or against any entity or individual indemnified under this Agreement without the prior written consent of the City Manager and City Attorney. The City Attorney has the right to disapprove any attorneys designated by Developer to handle any litigation within the scope of this Agreement’s indemnity provision and to receive reasonable notice of Developer’s choice of such attorney. The City may retain one or more attorneys to represent the City or any entity or individual that is entitled to indemnity or defense under this Agreement at the City’s own expense and at no expense to Developer.

ARTICLE 5 DEFAULT AND NOTICE

5.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party

ten (10) business days from receipt of the notice to cure the default or provide in writing a reasonable time beyond ten (10) days by when the default shall be cured.

5.02 Remedies for Default. Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies, including lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

5.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this paragraph 4.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

5.04 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

5.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Lorena
Attn: Kevin Neal, City Manager
107-A South Frontage Road
Lorena, Texas 76655

Any notice mailed to the Developer shall be addressed:

LORENA TRAVEL CENTER PROPERTY, LLC
Attn: Mubin Maredia
24074 Alpine Lodge
San Antonio, TX 78258

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

ARTICLE 6

MISCELLANEOUS

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

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

6.03 Recordation. A copy of this Agreement will be recorded in the Deed Records of McLennan County, Texas.

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

6.05 Termination or Amendment By Agreement. This Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Developer, except that Developer may terminate this Agreement by sending the City a notice of termination within its contract feasibility period on the Property, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination.

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

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

6.08 HB 1295 and No Boycott Provisions. For purposes of compliance with Chapter 2252, Chapter 2270, and Chapter 2274 of the Texas Government Code, Developer shall make the representations and warranties contained in and execute the HB 1295 and No Boycott Provisions addendum to this Agreement, attached hereto as Exhibit C.

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

SIGNED and executed this ___ day of December 2022.

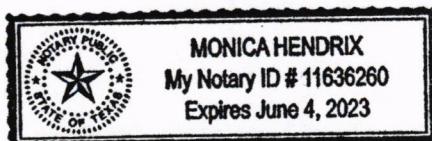
DEVELOPER:

LORENA TRAVEL CENTER PROPERTY, LLC

By: 
Mubin Maredia
Title: Partner

STATE OF TEXAS §
§
COUNTY OF McLennan § CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on December 19th 2022, by Mubin Maredia in his capacity as Partner of Lorena Travel Center Property, LLC, a Texas Limited Liability Company, on behalf of said entity.

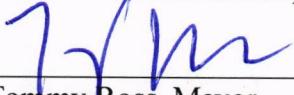


Monica Hendrix

Notary Public in and for
The State of Texas

CITY:

THE CITY OF LORENA, TEXAS:

By: 
Tommy Ross, Mayor

Attest:

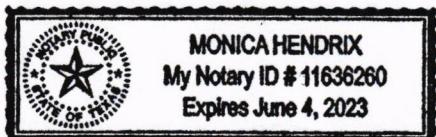
Monica Hendrix
Monica Hendrix, City Secretary



STATE OF TEXAS §
§
COUNTY OF MCLENNAN §

MUNICIPAL ACKNOWLEDGMENT

This instrument was acknowledged before me on December 19th, 2022, by Tommy Ross, in his capacity as Mayor of the City of Lorena, Texas, on behalf of said municipality.



Monica Hendrix

Notary Public in and for
The State of Texas

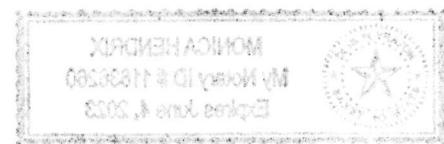


EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
PROPORTIONALITY STUDY

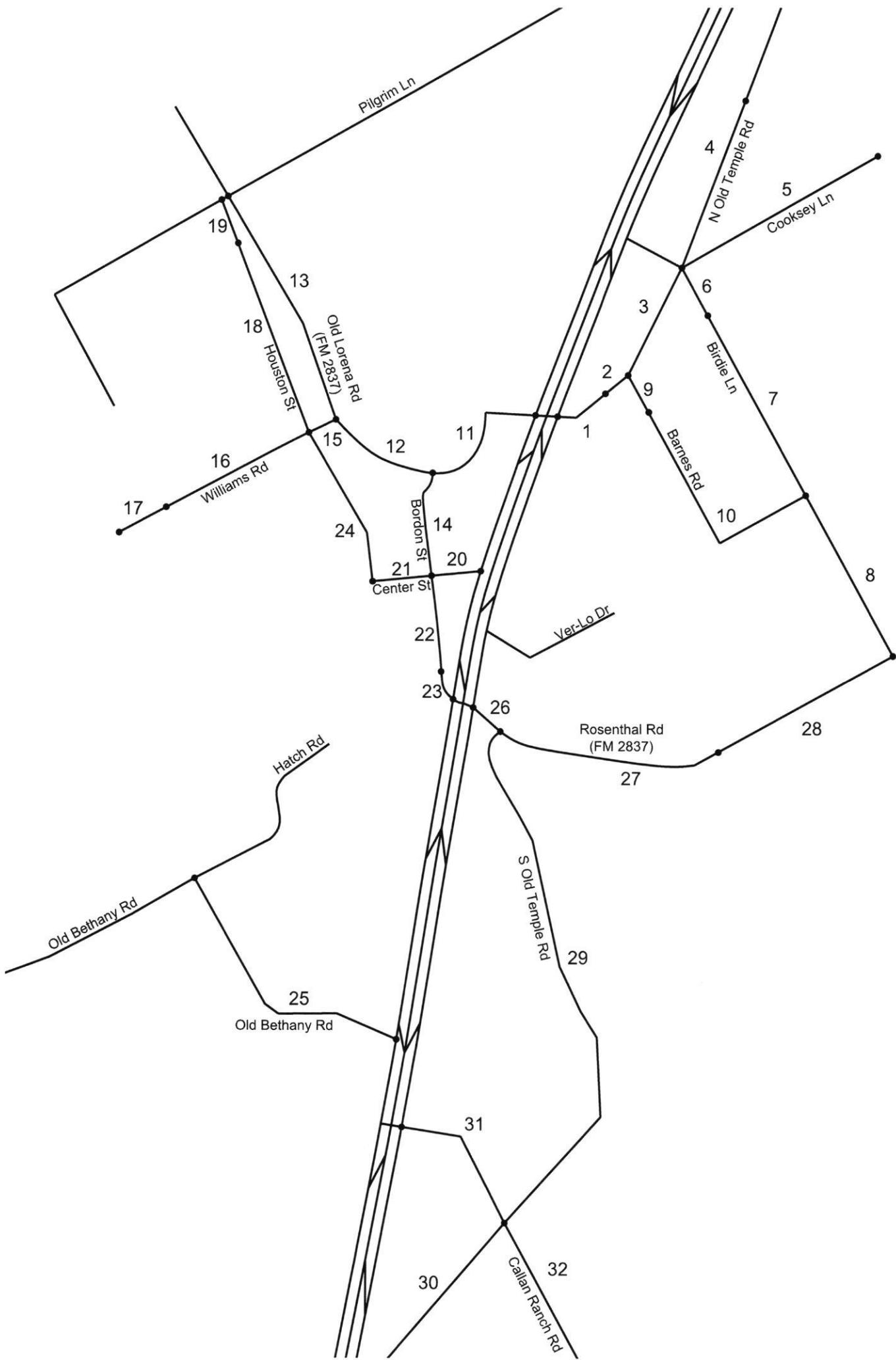


Table 6: Proportionality Cost Summary

| AREA | ID Num | Roadway Link | Area | Classification | % of Daily Capacity Utilized by Site Traffic | City's Participation in Construction Cost | Development's Proportion |
|--|--------|-------------------------|------|----------------|--|---|--------------------------|
| EAST OF SITE | 1 | N Old Temple Rd | City | Arterial | 3.8% | \$1,253,104.60 | \$47,037.27 |
| | 2 | N Old Temple Rd | City | Arterial | 0.8% | \$1,708,779.00 | \$14,003.65 |
| | 3 | N Old Temple Rd | City | Arterial | 0.6% | \$4,442,825.40 | \$27,415.48 |
| | 4 | N Old Temple Rd | City | Arterial | 0.2% | \$7,518,627.60 | \$15,587.40 |
| | 5 | Cooksey Ln | City | Minor Arterial | 0.2% | \$8,897,371.20 | \$19,391.71 |
| | 6 | Birdie Ln | City | Collector | 0.8% | \$1,349,665.20 | \$10,429.23 |
| | 7 | Birdie Ln | ETJ | Collector | 0.8% | \$2,849,293.20 | \$22,017.27 |
| | 8 | Birdie Ln | ETJ | Collector | 0.8% | \$2,949,268.40 | \$22,789.80 |
| | 9 | Barnes Rd | City | Collector | 0.8% | \$699,826.40 | \$5,407.75 |
| | 10 | Barnes Rd | ETJ | Collector | 0.8% | \$3,949,020.40 | \$30,515.16 |
| WEST OF SITE | 11 | Old Lorena Rd (FM 2387) | City | Arterial | 1.9% | \$6,379,441.60 | \$120,120.22 |
| | 12 | Old Lorena Rd (FM 2387) | City | Arterial | 1.4% | \$4,214,988.20 | \$59,626.66 |
| | 13 | Old Lorena Rd (FM 2387) | City | Arterial | 0.5% | \$9,113,488.00 | \$43,122.36 |
| | 14 | Bordon St | City | Collector | 1.8% | \$1,749,566.00 | \$30,855.98 |
| | 15 | Williams Rd | City | Minor Arterial | 1.0% | \$1,359,320.60 | \$13,453.79 |
| | 16 | Williams Rd | City | Minor Arterial | 0.5% | \$7,043,752.20 | \$35,038.15 |
| | 17 | Williams Rd | ETJ | Minor Arterial | 0.5% | \$1,606,469.80 | \$7,991.16 |
| | 18 | Houston St | City | Collector | 1.8% | \$3,349,169.20 | \$59,067.17 |
| | 19 | Houston St | ETJ | Collector | 0.0% | \$649,838.80 | \$0.00 |
| SOUTHWEST OF SITE | 20 | Center St | City | Collector | 0.6% | \$899,776.80 | \$5,725.85 |
| | 21 | Center St | City | Collector | 0.3% | \$899,776.80 | \$2,944.72 |
| | 22 | Bordon St | City | Collector | 0.2% | \$1,449,640.40 | \$2,372.14 |
| | 23 | Bordon St | City | Collector | 0.2% | \$599,851.20 | \$981.57 |
| | 24 | Houston St | City | Collector | 0.3% | \$2,699,330.40 | \$8,834.17 |
| | 25 | Old Bethany Road | ETJ | Collector | 0.6% | \$4,598,859.20 | \$29,265.47 |
| SOUTHEAST OF SITE | 26 | Rosenthal Rd (FM 2837) | City | Minor Arterial | 0.3% | \$1,359,320.60 | \$3,415.73 |
| | 27 | Rosenthal Rd (FM 2837) | City | Arterial | 0.2% | \$7,518,627.60 | \$13,570.21 |
| | 28 | Rosenthal Rd (FM 2837) | ETJ | Arterial | 0.1% | \$8,316,057.80 | \$10,141.53 |
| | 29 | S Old Temple Rd | City | Minor Arterial | 0.1% | \$22,243,428.00 | \$13,688.26 |
| | 30 | S Old Temple Rd | City | Minor Arterial | 0.0% | \$9,268,095.00 | \$0.00 |
| | 31 | Callan Ranch Rd | City | Minor Arterial | 0.0% | \$7,290,901.40 | \$0.00 |
| | 32 | Callan Ranch Rd | ETJ | Minor Arterial | 0.0% | \$3,954,387.20 | \$0.00 |
| Total Proportional Cost for the Development (City) | | | | | | \$552,089.48 | |
| Total Proportional Cost for the Development (ETJ) | | | | | | \$122,720.38 | |
| Total Proportional Cost for the Development (Overall) | | | | | | \$674,809.86 | |

EXHIBIT C
HB 1295 AND NO BOYCOTT PROVISIONS

HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS.

A. HB 1295 Compliance.

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. No Boycott of Israel; No Terrorist Organization.

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

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

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

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

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

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

C. Verification Regarding Energy Company Boycotts.

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

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

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

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

DEVELOPER:

LORENA TRAVEL CENTER PROPERTY, LLC

By:


Mubin Maredia

Title: Partner



19 North Main Street • Temple, TX 76501 • (254) 773-3731
800 South Austin Ave • Georgetown, TX 78626 • (512) 819-9478

March 12, 2024

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

Re: City of Lorena
Roadster Travel Center – Perimeter Street Improvements

Dear Mr. Neal:

On Monday, March 11, 2024, we made a site visit to observe the asphalt overlay on N. Old Temple Road that was completed as part of the required perimeter street improvements for the Roadster Travel Center. Surface Test Type A in accordance with TxDOT Standard Specification 585, Ride Quality for Pavement Surfaces, was used to measure the profile of the roadway. The surface test requires that corrective measures are required whenever the variance between two points of contact on a 10-foot straightedge is greater than 1/8-inch. We found locations using a 4-foot straightedge that exceeded the 1/8-inch variance.

Additionally, our onsite representative noted that the equipment he observed being used during the paving operation was not typical of what we would see on a paving operation of a public roadway.

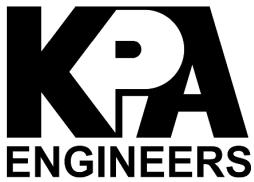
Our recommendation is that the top 2-inches of asphalt be milled off and a new 2-inch overlay of asphalt be placed with equipment conforming to TxDOT Item 320, Equipment for Asphalt Concrete Pavement. We recommend that the City not accept the roadway improvements until the ride quality of the roadway is corrected.

If you have any questions or comments, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John A. Simcik'.

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



19 North Main Street • Temple, TX 76501 • (254) 773-3731
800 South Austin Ave • Georgetown, TX 78626 • (512) 819-9478

May 2, 2024

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

Re: City of Lorena
Roadster Travel Center – Perimeter Street Improvements

Dear Mr. Neal:

In response to our letter dated, March 12, 2024, the developer has performed the required pavement remediation actions to bring the drive quality of N. Old Temple Road into compliance with TxDOT standards. At this time, we recommend acceptance of the improvements by the City of Lorena and opening of the roadway to the public.

If you have any questions or comments, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Simcik".

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

Dad's Quick Lube & Automotive Repair

203 S Frontage Rd
Lorena, TX. 76655
Phone: 254-224-6977
Thank You for Your Business!

INVOICE

10452

Org. Est. # 011145

Tax Resale # : GOVERNMENT
Printed Date: 04/19/2024 Work Completed: 04/19/2024

INVOICE

CITY OF LORENA PD - POLICE DEPT LORENA

100 N Bordon St.
Lorena, TX 76655
Home 254-857-9614

Driver : OFFICER JAY GREER 512-434-9931

2019 Chevrolet - Tahoe PPV - 5.3L, V8 (325CI) VIN(C)

Lic # : 1411694

Odometer In : 121457

Unit # : K9 / L-12

VIN # : 1GNLCDEC9 KR378161

| Part Description / Number | Qty | Sale | Ext | Labor Description | Ext |
|--|------|----------|----------|---|----------|
| ENGINE ASSEMBLY STK#397810 | 1.00 | 5,683.00 | 5,683.00 | ENGINE ASSEMBLY - Removal & Installation - PPV,RWD - [Includes: R&I Intake Manifold. Includes: R&I Radiator. Includes: R&I Air Conditioning Condenser; recover, evacuate and recharge Air Conditioning System.] - [Includes: R&I only those components necessary Fluid Capacity: Engine Oil - Volume: 8.00 QTS. (7.57L) - API - SAE 0W-20; w/Filter - (Note: Engine oil meeting the dexos1 specification of the proper SAE viscosity grade. ACDelco dexos1 full synthetic is recommended.) | 3,600.00 |
| PROD#710370 397810 | | | | | |
| Spark Plug 41-114 | 8.00 | 16.98 | 135.84 | | |
| Water Pump US8918-T | 1.00 | 163.23 | 163.23 | | |
| Exhaust Manifold Hardware Kit 03413 | 1.00 | 15.84 | 15.84 | Change Motor Oil n/c Changed Motor Oil & Replaced Filter, Added 8 QTS MOBILE 1 FULL SYNTHETIC Motor Oil, Check all Fluid Levels | |
| Engine Mount C5738 | 1.00 | 166.30 | 166.30 | | |
| Radiator Coolant Hose 51393 | 1.00 | 94.64 | 94.64 | AIR CONDITIONING SYSTEM - Complete Charge - R-1234yf,w/Auxiliary Air Cond - [Includes: Perform Safety Pressurized Pre-Charge Leak Test.] - [Includes: Air Conditioning system recover, evacuate and recharge.] | 255.00 |
| Radiator Coolant Hose 51395 | 1.00 | 66.89 | 66.89 | | |
| COMPRESSOR KIT-AC 86798586 | 1.00 | 341.06 | 341.06 | | |
| Coolant Recovery Tank 603-973 | 1.00 | 73.11 | 73.11 | | |
| HTR HOSE 800-413 | 1.00 | 29.78 | 29.78 | | |
| HTR HOSE 800-414 | 1.00 | 30.88 | 30.88 | | |
| UNIVERSAL COOLANT Size: GAL COOLANT | 2.00 | 16.76 | 33.52 | | |
| SPIN-ON OIL FILTER M9509 | 1.00 | 3.25 | 3.25 | | |
| MOBILE 1 0W20 Size: 1 QT M1-0W20 | 8.00 | 8.66 | 69.28 | | |
| Spark Plug Wire Kit 19431551 | 1.00 | 126.39 | 126.39 | | |
| Serpentine Belt K040337SF | 1.00 | 41.62 | 41.62 | | |
| Shop Supplies | | | 2.00 | | |

421-431

Email Address: Dad'sQuickLube@gmail.com

Dad's Quick Lube & Automotive Repair

203 S Frontage Rd

Lorena, TX. 76655

Phone: 254-224-6977

Thank You for Your Business!

INVOICE**10452**

Org. Est. # 011145

Tax Resale # : GOVERNMENT

Work Completed: 04/19/2024

INVOICE

Printed Date: 04/19/2024

CITY OF LORENA PD - POLICE DEPT LORENA

100 N Bordon St.

Lorena, TX 76655

Home 254-857-9614

Driver : OFFICER JAY GREER 512-434-9931

2019 Chevrolet - Tahoe PPV - 5.3L, V8 (325CI) VIN(C)

Lic # : 1411694

Odometer In : 121457

Unit # : K9 / L-12

VIN # : 1GNLCDEC9 KR378161

| Part Description / Number | Qty | Sale | Ext | Labor Description | Ext |
|---------------------------|-----|------|-----|-------------------|-----|
|---------------------------|-----|------|-----|-------------------|-----|

Org. Estimate 10,931.63 Revisions 0.00 Current Estimate 10,931.63

Labor: 3,855.00

Parts: 7,076.63

SubTotal: 10,931.63

Tax: 0.00

Total: 10,931.63

Bal Due: \$10,931.63

[Payments -]

Customer Number : 744

Vehicle Received: 4/19/2024

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is 8 months or 8,000 miles whichever comes first UNLESS otherwise listed above. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Tires are exempt from warranty repair and/or replacement. I agree that any credit card charge backs I will be responsible for the charge back costs plus 20% additional and any fees occurred by Dad's Quick Lube & Automotive Repair, LLC. A mechanics lien will be placed on the above-referenced vehicle and held in a yard of our choice. I agree to pay all charges associated with obtaining the vehicle and yard fees.

Signature _____ Date _____

Email Address: *DadsQuickLube@gmail.com*

LORENA POLICE DEPARTMENT



COUNCIL REPORT
APRIL 2024

CALLS FOR SERVICE BY TYPE – APRIL 2024

| DESCRIPTION: | # OF CALLS |
|----------------------------|------------|
| BURGLAR ALARM | 2 |
| ABANDONED VEHICLE | 1 |
| ACCIDENT | 11 |
| ANIMAL CALL | 3 |
| ASSIST CITIZEN | 4 |
| ASSIST MOTORIST | 19 |
| ASSIST OTHER AGENCIES | 17 |
| ASSIST OTHER AGENCIES K-9 | 8 |
| BURGLARY | 2 |
| CIVIL MATTER | 2 |
| CONSENSUAL ENCOUNTER | 1 |
| CRIMINAL TRESPASS | 1 |
| DISTURBANCE | 4 |
| EMS | 6 |
| FIRE | 3 |
| FOLLOW UP | 3 |
| FOOT PATROL | 9 |
| FOUND PROPERTY | 1 |
| INVESTIGATION OF INSANITY | 2 |
| K-9 | 2 |
| LIFTING ASSISTANCE | 1 |
| RECKLESS DRIVING | 5 |
| RUNAWAY | 1 |
| SRO DUTIES | 1 |
| SUSPICIOUS CIRCUMSTANCES | 5 |
| SUSPICIOUS PERSON | 3 |
| SUSPICIOUS VEHICLE | 4 |
| THEFT | 1 |
| TRAFFIC COMPLAINTS | 4 |
| TRAFFIC CONTROL | 2 |
| TRAFFIC HAZARD | 6 |
| UNAUTHORIZED USE MOTOR VEH | 1 |
| WARRANT SERVICE | 3 |
| WELFARE CONCERN | 6 |
| TOTAL | 144 |

CALLS FOR SERVICE – DETAILED

April 2, 2024 – Suspicious vehicle. Caller reported a blue pickup truck in the area, with the two occupants getting out of the truck and walking up to different houses. It was determined the subjects were workers plotting the area for fiber optic lines.

April 5, 2024 – Elderly resident reported she heard someone banging on her window. Officer Greer arrived on scene and checked the area and windows. Resident was assured all was secure.

April 7, 2024 – Resident called to report a snake inside her house. Sgt Disney caught and relocated the snake.

April 15, 2024 – Call of male laying down on the road near the interstate. Officer Becknauld arrived and found the male in the road, standing. The male was given a ride to a truck stop at his request.

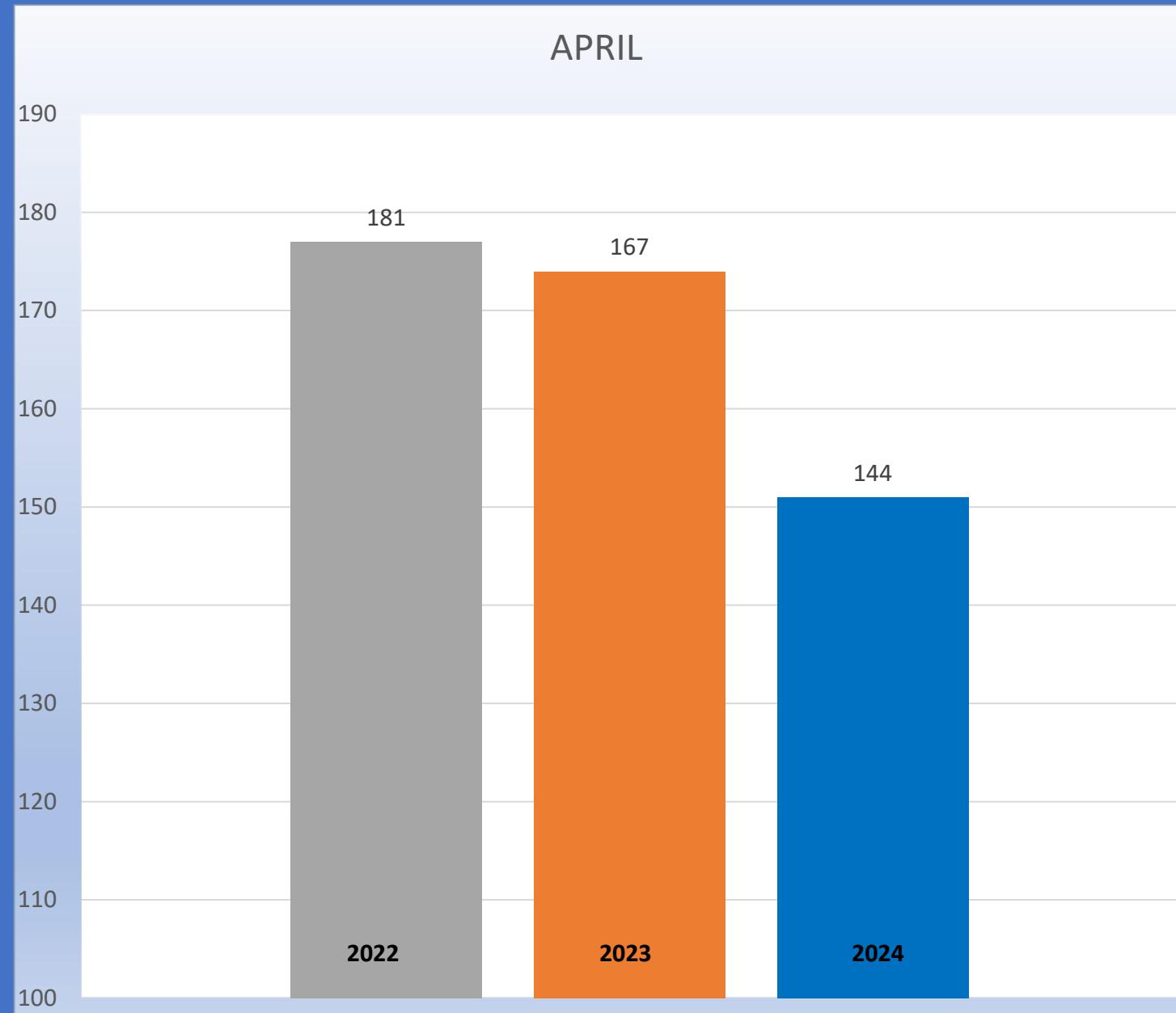
April 23, 2024 – Disturbance between occupants of two vehicles over spilled paint that caused damage to the reporting party's vehicle. It was determined the other vehicle also had paint damage was not the cause of the paint spill.

April 26, 2024 – Elderly resident called 911 stating she could hear voices inside her house, and she had locked herself in her bedroom. Officer Greer checked her home and the area, all was secure.

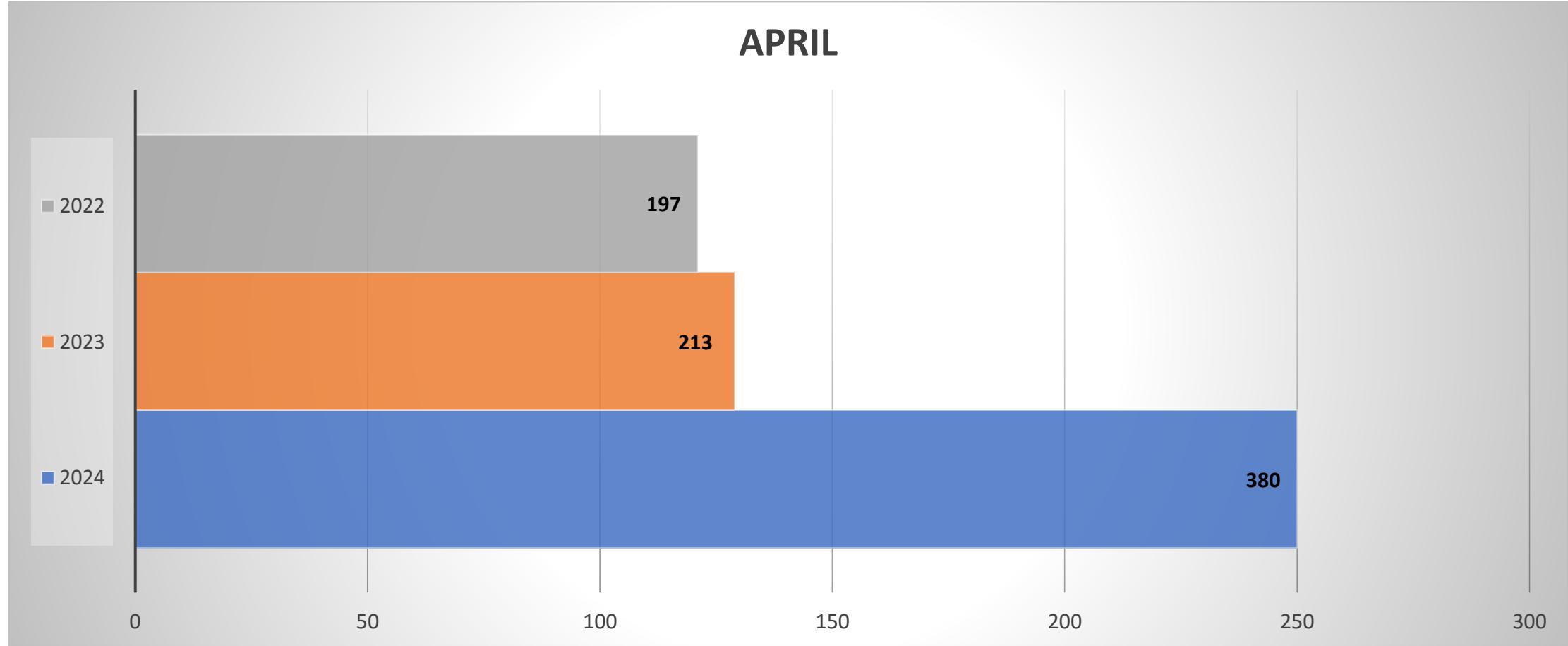
April 26, 2024 – Report of a disturbance between a delivery driver and employees at a new business construction site. Disturbance was settled by the delivery driver leaving.



CALLS FOR SERVICE - GRAPH



TRAFFIC STOPS BY LORENA POLICE



K-9 DEPLOYMENTS/SEIZURES

TOTAL DEPLOYMENTS - 15

DEPLOYMENT FOR NEIGHBORING AGENCIES - 9

LORENA UNIT DEPLOYMENTS - 6

SEIZURES OF DRUGS/DRUG PARAPHERNALIA: 12

DRUG TYPES: MARIJUANA - 6, METHAMPHETAMINE - 1,
DRUG PARAPHERNALIA – 5

ARRESTS

- April 6, 2024 – A driver on a motorcycle was observed driving in excess of 100 mph and fled as officers attempted to conduct a traffic stop. A pursuit was initiated and then terminated shortly thereafter for the safety of all motorists. The driver of the motorcycle then fled from another nearby agency and was later taken into custody and transported to jail for Evading Arrest/Detention in a Motor Vehicle.
- April 8, 2024 – A traffic stop was conducted on a vehicle for speeding on Interstate 35. The passenger was arrested and taken to jail after it was discovered he had a warrant for Assault through another agency.
- April 13, 2024 - A minor disturbance at a baseball game at Lorena ISD resulted in one male being arrested for Criminal Trespass.
- April 24, 2024 – A traffic stop was conducted on a vehicle for speeding on Interstate 35. The driver was subsequently arrested for Driving While Intoxicated and Possession of Marijuana.
- Five arrests involved juvenile offenders.

- **TOTAL ARRESTS - 9**

INVESTIGATIONS

- April 5, 2024 – Caller at Sonic wanted to file a report over another parent failing to show up for scheduled custody exchange. Report was filed and reporting parent was referred to their attorney for further court proceedings.
- April 9, 2024 – An unknown subject was seen looking into the rear window of a residence. Investigation is ongoing.
- April 16, 2024 – Resident reported leaving a weapon on the hood of their vehicle and possibly driving off, losing the weapon in an unknown location. Sgt. Disney searched the area, located the weapon, and returned it to the owner.
- April 25, 2024 – Burglary of Motor Vehicle report. An unknown suspect entered the victim's work van and left with tools from the work van. The suspect vehicle was captured on surveillance video and the investigation is ongoing.
- April 25, 2024 – Resident reported losing her phone after she accidentally left it on top of her vehicle while leaving her residence to pick up her child from school. Officers and staff began a search of the route taken; the cell phone was located and returned to the owner.





ECLIPSE 2024





ECLIPSE 2024



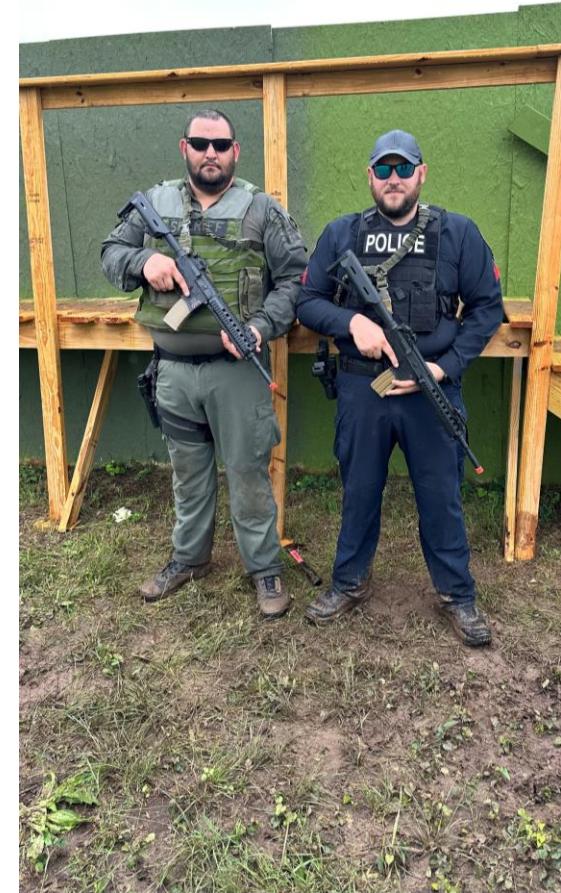


DEPARTMENT TRAINING

- All department personnel completed CIT training (Interacting with the Mentally Ill as a First Responder) online throughout the month.

SWAT TRAINING

- Last week, Sgt. Rivas successfully completed the basic SWAT course through Charlie Mike Enterprise. This training will equip Sgt. Rivas with additional skills and knowledge to provide a safer environment for those we serve. We look forward to certifying additional personnel this fall.



Charlie-Mike Enterprises

Basic SWAT Training Notice

Charlie

Mike

Course Description: This is a Tactical Training Course. While the primary focus is on 'SWAT' - the practical application for this training can be for any team or element that must execute hazardous warrants, maintain an emergency perimeter (or containment of a critical incident), or for a Department that is interested in starting a SWAT team. This course is an intense 60 hours of training. While it is certainly not a gentlemen's course, it is not designed as, nor intended to be, a "Selections Course" or a "Boot Camp" style school. All CME training is eligible for TCOLE Credit hours.

When: Monday, April 29th to Friday, May 3rd 2024

Where: URJ Green Family Camp. 1192 Smith Ln.
Bruceville Tx. 76630

Price: \$500. Per Student Seat. Optional Housing is \$150.
Team Discounts May Apply.

Registration: Cmeswat.Com (Homepage), Select Registration, Scroll Down And Select Your Desired Course. Tap On The Date Of That Course. Follow The Prompts.

Course of Study Will Include, But Is Not Limited To:

- History & Misconceptions Vs. Reality
- Individual and Team Movement
- Training And Training Philosophies
- Command Post Operations & Issues
- Basic Entry Techniques (Button Hooks, Cross Over)
- Dynamic Clearing (First Threat)
- Dynamic Clearing (2 and 3 man Linear)
- Team Flowing (Intro to the SAS Snake)
- Team Egress from the target location
- 3 Homework Reading Assignment(s)
- Basic Negotiations
- Tactical Planning Scenario # 1: Residential
- Lessons Learned – Shootout On Wise St.
- Lessons Learned – Good Guys Incident
- Physical Fitness for SWAT
- Physical Fitness Assessment Test
- 3 Team Building Exercises
- Understanding The Police Sniper
- Moving and Shooting Techniques on Entry
- When to Stand Down

If You Have More Questions or, If You Would Like To Host/Sponsor A Training Course,
Please Contact Jim Blackwell, Training Coordinator

619.318.1886 | 1.844.683.7928 | jblackwell@cmeswat.com | cmeswat.com

