



**City of La Vernia**  
102 E. Chihuahua St.  
La Vernia, Texas 78121  
**CITY COUNCIL MEETING**  
**IN PERSON & VIDEO CONFERENCE**

January 27, 2022  
6:30 PM

Please join using this link:

<https://v.ringcentral.com/join/497377000>

Meeting ID: 497377000

Or dial:

+1 (650) 4191505 United States (San Mateo, CA)

Access Code / Meeting ID: 497377000

A recording of the conference will be made and will be available to the public in accordance with the Open Meetings Act.

**AGENDA**

**1. Call to Order**

**2. Citizens to be Heard**

*(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to be Heard section no council action may take place and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion)*

**3. Consent Agenda**

*(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- A.** Minutes from the Regular City Council Meeting, December 9, 2021
- B.** La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of December
- C.** Check Register and financial report for the month of December
- D.** Quarterly Investment Report October-December 2021.

**4. Discussion Only**

- A.** Discussion and direction on establishing a K-9 Unit Program within the La Vernia Police Department.
- B.** Discussion and direction on establishing a community firework display for New Years Eve 2022/2023.
- C.** Discussion and direction on signage for the park when closed, to include possible trespass warning/fees.

## 5. Discussion/Action

- A. Discuss and consider approval of appointing a Trustee to the FELPS Board
- B. Discuss and consider approval of request from Camino Verde LLC (Sagada Developments), property located at 3087 CR 342, to assign/follow Wilson County subdivision regulations.
- C. Discuss and consider approval of award to replace roof on City Hall, authorizing the City Administrator to execute contract with successful bidder
- D. Discuss and consider approval of a sign variance for 110 N. Crews St, Alestra Properties LLC., requesting a pole sign 32' in height verses the required 25' by City Code of Ordinances Sec 26-110 a (2).
- E. Discuss and consider appointing a member to the Planning and Zoning Commission Board.

## 6. Ordinance

- A. Discuss and consider approval of Ordinance No. 012722-01, amending the City of La Vernia Code of Ordinances regarding the speed limits on city streets.
- B. Discuss and consider approval of Ordinance No. 012722-02 designating the City's official newspaper
- C. Discuss and consider approval of Ordinance No. 012722-03, establishing the office of City Administrator.
- D. Discuss and consider action on approval of Ordinance No. 012722-04, to call a General Election for the City of La Vernia on May 7<sup>th</sup> 2022 for the purpose of electing a Mayor and (2) council members.

## 7. Resolution

- A. Discuss and consider approval on Resolution 012722-01, adopting the City's Investment Policy

## 8. Items Specific to Future Line Items on the Agenda

## 9. Adjourn

### DECORUM REQUIRED

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

The City of La Vernia City Council meetings are available to all persons regardless of disability. This facility is wheelchair accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary at (830) 779-4541 or email [bporter@lavernia-tx.gov](mailto:bporter@lavernia-tx.gov).

I, Brittani Porter, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **January 22, 2022 at 4:30 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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Brittani Porter, City Secretary



**City of La Vernia**  
102 E. Chihuahua St.  
La Vernia, Texas 78121  
**CITY COUNCIL MEETING**  
**IN PERSON & VIDEO CONFERENCE**

December 09, 2021  
6:30 PM  
Minutes

1. Call to Order – Mayor Gregory called the meeting to order at 6:30 PM and declared a quorum.
2. Invocation, Pledge of Allegiance and Texas Pledge – Invocation was led by Mayor Gregory and all members in attendance recited the Pledge of Allegiance and Texas pledge.
3. Citizens to be Heard – no citizens to be heard

**4. Consent Agenda**

*(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- A. Minutes from the Joint City Council and Planning and Zoning Meeting, November 18, 2021
- B. Minutes from the Special City Council Meeting, November 18, 2021
- C. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of November
- D. Check Register and financial report for the month of November

**MOTION:** Councilman Oates made a motion to accept the consent agenda as presented, seconded by Councilwoman Recker. **Motion passed: 5-0.**

**5. Discussion/Action**

- A. Discuss and consider approval of appointing a Board of Director to the City of La Vernia/La Vernia ISD Wilson County Appraisal District.

**MOTION:** Councilman Poore made a motion to approve appoint Robert Gregory to the Wilson County Appraisal District Board of Directors, seconded by Councilwoman Recker. **Motion passed: 5-0.**

- B. Discuss and consider approval of appointing a Trustee to the FELPS Board

Still do not have a candidate at this time. Need to get the word out as it is imperative to have a representative for La Vernia. Staff will work on getting it out through social media and other avenues.

- C. Discuss and consider approval of the resignation of Chairman, Gordon Bake from the Planning and Zoning Commission.

**MOTION:** Councilman Gilbert made the motion to approve the resignation of Chairman Gordon Bake, seconded by Councilman Oates. Motion passed: 5-0.

- D. Discuss and consider action on the direction of Park Grant (review of preliminary plans).**

City Administrator advised that the grant is only going to cover a portion of the trail. Max grant is \$300,000.00 and \$375,000.00 with city match. She advised it would be more cost effective to go down Forrest Dr. Total cost of the entire project is \$3,554,380.00. She advised staff recommends at this time to wait until parking lot is complete at the park and there is more funding opportunities.

- E. Discuss and consider approval of extending bank contract with Wells Fargo for one year.**

**MOTION:** Councilman Gilbert made a motion to approve extending bank contract for one year, seconded by Councilwoman Recker. Motion passed: 5-0.

- F. Discuss and consider approval of going out for City Depository Requests for Proposals (RFP).**

**MOTION:** Councilman Poore made a motion to approve going out for City Depository Requests for Proposals, seconded by Councilman Gilbert. Motion passed: 5-0.

- G. Discuss and consider approval of K-9 Unit Program.**

**MOTION:** Councilman Oates made a motion to approve the K-9 Unit and allow the City Administrator, Chief and Attorney work out the details, seconded by Councilwoman Recker. Motion passed: 5-0.

- H. Discuss and consider approval of award to replace roof on City Hall, authorizing the City Administrator to execute contract with successful bidder**

Staff advised we are still awaiting bids as we have only had one contractor come out and additional calls would be made to Stevens Roofing and Mr. Mark Fahnart. Staff also advised they would look at the contractor registration list and make some calls. Item will be brought back on the January meeting.

- I. Discuss and consider action on updating Ordinance No. 23 – Creation of Planning and Zoning Commission to possibly include business owners within the City Limits.**

**MOTION:** Councilman Oates made a motion to approve updating Ordinance No. 23 to include a max of two non-resident business owners within the city limits, seconded by Councilman Gilbert. Motion passed: 4-1 (Councilwoman Recker)

## **6. Ordinance**

- A. Discuss and consider approval of Ordinance No. 120921-01 amending Section 38-406 (d) temporary classrooms of the La Vernia Code of Ordinances.**

**MOTION:** Councilman Poore made a motion to approve Ordinance NO. 120921-01 amending Section 38-406 (d) as presented in Exhibit A, seconded by Councilwoman Recker. **Motion passed: 5-0.**

**7. Items Specific to Future Line Items on the Agenda**

- K-9 Unit Program
- Planning and Zoning Members

**8. Adjourn** – Councilman Oates made a motion to adjourn the meeting, seconded by Councilwoman Hutchinson. Meeting was adjourned at 7:06 PM and all members were in favor.

ATTEST:

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Robert Gregory, Mayor

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Brittani Porter, City Secretary

La Vernia Police Department  
Enforcement Statistics  
December 2021

<b>Case Type</b>	
Criminal Complaints	19
Incident	50
	<hr/>
<b>Total</b>	<b>69</b>

**CRIMINAL COMPLAINT - Offense Code**

UNAUTH USE MOTOR VEHICLE	2
INDECENCY W/ CHILD	1
POSS DRUG PARA	4
CRIMINAL MISCHIEF	3
BURG BUILDING	1
ANIMAL CRUELTY	1
THEFT	4
MINOR IN POSS ALC	1
TAMPER W/ EVIDENCE	1
HIT & RUN	1
	<hr/>
<b>Total</b>	<b>19</b>

**INCIDENT - Offense Code**

ACCIDENT INVOLVING DAMAGE TO V	11
INFO	9
ALARM	3
RECOVERED VEHICLE	1
SUSPICIOUS PERSON/ACTIVITY	4
LOST PROPERTY	2
CIVIL MATTER	1
ASSIST OTHER AGENCY	4
CRIMINAL TRESPASS WARN	4
RUNAWAY	1
ASSIST PUBLIC	1
EMERGENCY DET	2
WEKFARE CONCERN	4
CHILD CUSTODY	1
PATROL BY	1
DAMAGE TO PROPERTY	1
	<hr/>
<b>Total</b>	<b>50</b>

**Citations**

VIOLATIONS	36
WARNINGS	52
	<hr/>
<b>Total</b>	<b>88</b>



Bruce Ritchey  
Chief of Police

— DRAFT —

**AGREEMENT BETWEEN CITY OF LA VERNIA  
AND \_\_\_\_\_ K9 SERVICES**

This (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022\_\_\_\_, by and between the **City of La Vernia**, a ~~Texas Home Rule~~ municipality to be referred to herein as ("City"), and \_\_\_\_\_ **K9 SERVICES**, organized and doing business under the laws of the state of Texas, referred to collectively as "Parties."

**RECITALS**

A. \_\_\_\_\_ K9 Services herein agrees to contract with the City to provide K9 services to the City.

B. City maintains that for the safety, wellbeing and welfare of the citizens of City that it is imperative that the La Vernia Police Department maintain K9 services which shall be utilized through the La Vernia Police Department, wherein canines will be used to patrol, and for the detection of drugs, alcohol, firearms and other contraband, thus enhancing the safety of the citizens of the City of La Vernia.

C. The Parties desire to enter into this Agreement to provide for these special and additional police services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

**1. Term.**

It is the intent of the parties that this agreement shall be effective for a term of six (6) months from the date of execution of said agreement, unless sooner terminated pursuant to the provisions of this Agreement. Accordingly, each party shall maintain the right to terminate this Agreement provided said party provides to the other party a written notice of termination, given 30 days in advance. Additionally, the parties agree to renegotiate the terms of this Agreement on or before 30 days prior to the end of the current agreement term.

Equipment is issued to each handler. Equipment needs change with assignments and advances in canine technology. The following list of equipment is considered the basic equipment assigned to a K9 Unit. All additional or specific equipment assigned to a K9 Unit in documented in the Inventory book kept with the Canine Unit supervisor.

- Fur saver collar and patrol collar
- Leather lead or various sizes
- Reward toy
- Medical muzzle
- Car water bowl with cover
- Home kennel/If the Department chooses to home Kennel it's canines

- Doghouse for kennel
- Feed bowl and water pail
- Grooming combs, rakes, and brushes
- Vehicle equipped for K9
- First Aid Kit for K9

## 2. **K-9 Unit Services**

- a. \_\_\_\_\_ K9 Services, herein agrees to provide one (1) police service dog herein referred to as K-9 services, which includes one specially trained dog, which has been certified for the purpose of contraband detection services and patrol services.
- b. Limitations:
  1. K9 Handler shall limit the use of their canine partner within this written policy and within the department's policy.
  2. K9 Handlers shall not use their canine partners for off-duty work assignments unless authorized by the supervisor.
  3. The use of the canine shall be governed by the department's policy.

The police service dog will be assigned to the La Vernia Police Department and Canine officer will perform all duties of a patrol officer with the added responsibility of working the police service dog assigned. Areas of potential deployment for the K9 Unit may include, but are not limited to:

- Narcotics/Controlled Substances Detection on school campuses;
  - Parking Lots;
  - Buildings;
  - Lockers;
  - Any facilities owned by the agency
  - Motor Vehicles
  - Traffic Stops
  - Patrol
- c. A K9 handler may use their assigned canine for any authorized use of a canine. It shall be the responsibility of each handler to ensure that practical safety precautions are taken at the time of deployment such as briefing to other law enforcement personnel and school officials to explain the canine abilities and limitations.
  - d. In circumstances where the use of a K9 Unit is requested, the decision to deploy the canine shall ultimately rest with the individual K9 Handler. Only the handler truly knows the abilities and limitations of their canine to safely and to legally perform the task at hand.
  - e. Any and all information about the La Vernia PD K9 unit, its members or accomplishments will be only be posted to social media or other forms of communication with written permission from the Chief of Police or Sgt.



3. **City Responsibility:**

- A. City shall be responsible for providing medical care and treatment for the assigned dog; and will be responsible for medical expenses incurred. Annual checkups and any non-emergency care will be done by the contract veterinarian. The following is the contract veterinarian to be utilized by all canine handlers:

**CONTRACT VETERINARIAN:** TBD

- B. City shall be responsible for maintaining liability insurance policy to indemnify, hold harmless and defend \_\_\_\_\_ K9 Services, and its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions with respect to the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4. **Watch Hours:**

The canine team shall be scheduled by the Sergeant or Chief to meet the goals and objectives of the Department and the Canine Unit.

**GENERAL OPERATING INFORMATION**

A. K9 Unit shall inform the communication center when the team is initially in-service and available for calls.

B. The City of La Vernia will provide food for the canine. The brand and type are chosen by the veterinarian and/or K9 Handler. The handler shall be responsible for completing and turning in all receipts and forms for any services or items (dog food) received for their canine.

C. The member of the Canine Unit shall be responsible for obtaining and maintaining updated case law knowledge involving police canine issues.

D. A K9 Unit may be de-certified at any time by the program coordinator at the direction of the K9 Supervisor.

E. The member of the Canine Unit shall be available for call-out. If a handler is unavailable, the handler shall notify the Supervisor.

5. **Payment.** City shall pay to \_\_\_ Services \$1.00 fee per year.

6. **Indemnity.**

- A. To the full extent permitted by law, City shall indemnify, hold harmless and defend \_\_\_\_\_ K9 Services, and its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of City or any of its officers, employees, servants, or agents with respect to City's performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred.

7. **Miscellaneous.**

A. **Construction.** The language of this Agreement shall not be construed for or against either party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

B. **Severability.** If any term, provision, covenant or condition of this Agreement is held by any court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant, or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this Agreement.

C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

D. **Waiver.** The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

E. **Authorizations.** All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.

F. **Amendment.** This Agreement may be altered, amended or modified only by an instrument in writing executed by the parties to this Agreement.

G. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties as to the matters specifically set forth herein, and there have been no promises, representations, agreements, warranties or undertakings by any party hereto, either oral or written, of any character or nature binding as to such matters except as stated in this Agreement.

H. **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, email, facsimile or overnight courier service during the receiving party's regular business hours; or (ii) on the second business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

**If to City:**

\_\_\_\_\_, City Manager  
City of \_\_\_\_\_  
Address \_\_\_\_\_  
City, Texas 78\_\_\_\_\_  
Tel: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

**If to \_\_\_\_\_ K9 Services:**

DBA \_\_\_\_\_ K9 Services

\_\_\_\_\_  
City, Texas 78 \_\_\_\_\_

Tel: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

I. **Venue and Attorneys' Fees.** In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, and attorneys' fees expended in such action. The venue for any litigation shall be Wilson County, Texas.

**IN WITNESS WHEREOF**, the City of \_\_\_\_\_, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Secretary, and \_\_\_\_\_ DBA K9 Services, both in duplicate, the day and year first above written.

\_\_\_\_\_  
**Mayor, City of**


**Attest:**

**K9 SERVICES**

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

\_\_\_\_\_

DRAFT

	<b>La Vernia Police Department</b>	
	<b>Policy Canine Procedures and Deployment</b>	
	<b>Effective Date: 2022</b>	<b>Replaces:</b>
	<b>Approved:</b> _____ Chief of Police	
	<b>Reference:</b>	

**I. POLICY**

The La Vernia Police Department intends to utilize the canine program in an effort to assist officers conducting their duties in a more efficient manner. This department also recognizes the ability of a police canine unit to enhance officer safety under given circumstances. The goal of the police canine program is to enhance the overall effectiveness of the entire police operation.

**II. PURPOSE**

The purpose of this policy is to establish procedures for the implementation, use and operation of the Police Department Canine Program. Further, this policy will contain written guidelines for deployment and operation of the canine program. Like other highly specialized pieces of equipment, police service dogs supplement and enhance the capabilities of law enforcement officers, forming canines and handlers into teams enables law enforcement to perform searches and other missions more effectively. Canine teams also can provide a powerful psychological deterrent to potential offenders.

**III. PATROL CANINE TRAINING STANDARDS**

This standard is designed to act as a guideline for training and actual utilization of Canine Dual Purpose Canine procedures. (This section will not be referred to in single purpose canines (Narcotic trained only)

1. The Canine will heel, sit, lay down, come back and stay upon verbal command of the handler on and off leash.
2. The Canine will search (building or designated area) upon verbal command of the handler on and off leash. The Canine will only be off leash on searches when safe to do so determined by the handler.
3. The Canine will be able to conduct an article search upon verbal command of the handler on and off leash, only if the Canine is trained in this discipline. (not mandatory for all Police Canines)
4. The Canine will be able to track/trail on verbal command of the handler, on and off lead. The Canine will not conduct any tracks or trails off lead unless determined safe to do so by the handler. At no time will the canine conduct a track or trail of any loss persons to include elderly and children off lead.

5. The Canine will engage (Bite) and conduct a bite and hold grip on decoy/suspect upon verbal command of the handler on and off lead. The Canine will engage (Bite) and conduct a bite and hold grip on decoy/decoy without command if any aggression is shown towards the handler or canine if the canine is trained to do so. (Note: the canine will transfer its bite on a decoy/suspect if the decoy/suspect continues to resist after being bitten or if the decoy/suspect attempts to strike the canine in any way or otherwise attempts to break away from the canine).
6. The Canine will release from its bite upon verbal command of the handler on and off lead. If decoy/suspect is actively resisting a tactical release may be conducted by the handler.
7. The canine will conduct a recall (return to handler or stop and lay down) prior to reaching the decoy/suspect upon verbal command of the handler on and off lead.
8. In service training for the canine will be conducted on a weekly basis as a minimum standard. During the training, the handler, the handler will ensure the canine is responding properly to verbal commands. The training should be observed regularly by other qualified persons (experienced handlers and canine trainers) to provide the handler with a second opinion of the dog's performance and to verify the handler's performance. The handler will establish the canine is capable of reasonable control by verbal command and is not overly aggressive. The handler will immediately take the canine out of service at any time the canine appears difficult to control and will immediately notify the Canine Sergeant of his actions and what actions will be taken to correct the canine. A minimum of 16-20 hours of training will be conducted with the canine on a monthly basis.

#### **IV. DEPLOYING THE CANINE AS A USE OF FORCE**

1. The canine will be proficient in patrol training prior to its deployment as an instrument of force. Prior to the handler deploying the canine in potential use of force situations, the handler will give a verbal warning when practical and possible. (Note: the canine will bite without command if confronted with aggression directed toward the handler or the canine).
2. The use of a canine in apprehending suspects is an instrumentality of force, and should be governed by police use of force procedures in general. The use of a canine as an instrument of force could result in serious injury, however, necessary in some instances confronting officers. The use of force should be proportionate to the apparent need to protect persons, to prevent escape or otherwise as reasonable necessity. The need for force, not the injury inflicted, makes force lawful or unlawful. (see Canine use of force section of this S.O.P.).
3. Releasing a canine or allowing a canine to bite on lead is not considered using deadly force. However, the handler must not release a canine or allow it to bite until all other less forceful means available have failed if applicable, less forceful for a canine handler is to order the suspect to halt, stop fleeing, surrender or to stop resisting. If the handler must apprehend a suspect for a minor offense, it should be done without releasing the canine. When the handler releases a canine on a suspect the handler should ensure the following:
  - a. The canine has identified the target he is being released to bite
  - b. When practical, give a verbal warning to halt, stop running or the canine will be released and will bite you.

- c. Give verbal warning to any bystanders and/or other officers to cease all movement. (Note: handler will not release canine near or into large crowd of persons if canine can not properly identify target/suspect.
- d. When the canine is released off lead, the canine will be followed as closely and tactically safe as possible by the handler.
- e. The canine will be called off the bite (Recall), as soon as the suspect stops fleeing and indicates a surrender and/or stops resisting whether or not the canine has completed the bite.
- f. The handler will regain lead control of the canine as soon as possible and maintain lead control of the canine until the handler is sure the canine has calmed down enough to obey verbal commands of the handler to heel and stay.

## **V. CANINE USE OF FORCE**

- A. The police canine shall not be deployed as an instrument of force unless the handler reasonably feels the use of force is consistent with the departments use of force policy.
  - 1. At no time will the canine be used on a Class C misdemeanor.
- B. In addition to the department's use of force policy, the handler shall evaluate the circumstances determining whether the use of force is justified, to include but not limited to the following:
  - 1. Is the crime which the suspect is involved that of a serious nature?
  - 2. Whether the suspect poses an immediate threat to the safety of law enforcement or the public
  - 3. Is the suspect actively resisting arrest or attempting to evade arrest by flight
- C. The handler will make the final decision regarding the utilizing the canine as a use of force option based upon the safety of the canine and all persons involved. A command staff member will have oversight.

## **VI. CANINE PROCEDURES**

- A. Officers should contact the canine handler when the need for a canine is anticipated. The responding canine handler will be responsible for requesting any additional assistance when needed. The on-duty supervisor will be responsible for the call out of the off duty canine team.
  - 1. The requesting officer shall give the responding handler a brief description of circumstances when the canine team is called out.
  - 2. The on-scene officer shall attempt to secure the area to avoid contamination of the search area by uninvolved persons and to contain possible suspects if possible.
  - 3. Communications will ensure the following:
    - a. Broadcast via radio to other officers a warning that a search of the area/building by a canine is about to commence.
    - b. Maintain communication with the handler and officers at the scene.
    - c. Broadcast via radio when the search is completed
  - 4. The canine handler will call out a verbal warning of a police patrol dog prior to initiating a building search and allow sufficient time for officers and innocent persons to evacuate the search area. Further, the canine handler shall allow sufficient time for any suspects to surrender prior to initiating a canine search. At least three (3) verbal warnings will be given prior to building search, if large building more warnings will be given as canine searches further into building.

5. Unless the concerns for officer safety prohibit, the canine handler shall call out a warning prior to the use of a canine to apprehend a fleeing, hidden or resisting suspect.
6. When possible, at least one other cover officer shall assist the canine handler during suspect searches.
7. The initiating officer will make all necessary arrests, collect any and all evidence and write appropriate reports in any event the officer requests a canine the canine handler will write a supplemental report in any event he is sent to assist another officer. In the event the handler is the initiating officer the handler will be responsible for the initial report.

## **VII. TRAINING AND USE OF THE DRUG DETECTOR CANINE**

1. Detector canines will be trained to have the capability of detecting illegal drugs and other controlled substances that an officer working alone would otherwise spend an extraordinary amount of time and effort to locate during the course of their duty. The canines will be trained to work around the public and other officers and be able to work in almost any environment to include traffic stops of all types of vehicles, and most areas to include residential homes and other office and industrial locations.
  - A. The drug detector canine is one of the most efficient means of detecting the possession and/or transportation of marijuana, cocaine, heroin, methamphetamine and other related substances is with the well-trained drug detector canine. The canines are trained through a program of practice and reward to recognize the odor of the illegal narcotics such as those listed above and to alert the handler to the presence of the illegal drug by either a passive or aggressive alert.
  2. The need for training working canines requires continual proficiency training to maintain their skills since everyday normal duties may not allow them to practice in all the skills they have been trained to perform. Without frequent reward reinforcement for performing a task correctly, the canine will soon lose interest in performing the task. Also, the handler, without continual practice loses the ability to “read” the canines responses and change of behaviors during searches.
  3. In order to maintain the highest standard of professionalism for canine teams, each canine handler with his/her canine will train for a minimum of four (4) hours each week with at least a minimum of a total of sixteen (16) hours a month, which represents the minimum national average of training hours for canines in the Federal and State Courts of Law.
  4. Proficiency training, if possible, should be done in as many different locations and environments as not to acclimate the handler and canine to the same location.
    - a. Weekly training should consist of vehicle, building, area, parcel/luggage, schools utilizing all odors the canines or trained to locate. Training exercises that closely reflect actual performance requirements are the best form of training.
    - b. When a canine handler perceives a problem with his/her canine, the handler will report the problem to the Sergeant/Supervisor. The canine Sergeant/Supervisor will assess the problem and devise a program that will correct the problem in the least amount of time. Once the problem has been corrected through training the canine supervisor will test the canine to ensure that the training has achieved its purpose. A canine needing remedial training for an extended amount of time to overcome a serious problem will be removed from service by the canine supervisor until such time as the retraining is accomplished.
    - c. Training records will be completed by each handler on a monthly basis utilizing the LVPD record recording system and turned into the supervisor for review.

5. Each canine team will be certified annually by a national recognized organization such as the National Narcotic Detector Dog Association (NNDDA)

## **VIII. PROCUREMENT AND CONTROL OF DRUG TRAINING AIDS**

1. The effectiveness of drug detector canines depends on continual reinforcement through proficiency training using narcotic training aids.
2. The canine supervisor or designated individual will maintain current registration and license procurement, storage and handling of controlled substances through the Drug Enforcement Administration (DEA). If during the period of registration any changes occur modifying any information on the original DEA form, a letter will be sent to the DEA requesting the change and all necessary paperwork completed for changes.
3. Drug training aids will be stored in separate containers to prevent cross contamination and all aids will be stored at the Police Department in a secured locker. The controlled substance locker must be accessible to the absolute minimum number of specifically designated personnel. The only persons authorized to have access is the Canine Unit Supervisor and the Chief of Police.
4. Each training aid container will be weighed each month and verified by Canine supervisor and one other person outside of the canine unit to certify the exact weight of containers in grams
5. The training aids will be signed out by the canine supervisor for training purposes or assigned to a canine handler if canine supervisor is not at training. When training aids have been signed out the supervisor/handler must maintain constant control over them. The supervisor/handler will not leave the immediate area in which the training aids have been placed until the training exercise is over and all training aids have been retrieved. The supervisor/handler will not allow unauthorized persons to handle training aids and must be secured in supervisors/handlers patrol vehicle when not used until returned to the P.D.
6. Training aids while in the field and not in use must be stored in separate containers to avoid cross contamination

## **IX. UTILIZATION**

1. The canine team(s) may be utilized in the following areas (but not limited too), and assistance should be requested under the following circumstances (but not limited too):
  - a. Searching for illegal narcotics in vehicles, buildings to include public places and residential homes, businesses;
  - b. Tracking or searching for suspects or missing persons;
  - c. Locating lost or abandoned articles or hidden elements of a crime (if trained);
  - d. Searching buildings where a suspect may be hiding (after the building is believed to be clear of innocent persons);
  - e. Protecting Police Officers and other persons from injury or death;
  - f. Effecting the arrest or preventing the escape of suspects believed to have committed a crime;
  - g. Providing support to other officers answering violent calls;
  - h. Assisting other agencies with the approval from the supervisor or Chief of Police
  - i. Rendering assistance during crowd control situations (canine team will not be utilized at the scene of any demonstration without prior approval of the Chief of Police or his designee)



## **X. GENERAL RESPONSIBILITIES**

1. The canine supervisor will be responsible for the overall canine program
2. The canine handler will report directly to the Sergeant or Chief of Police.
3. The handler will work with the patrol shift supervisor in an effort to maximize the effectiveness of the canine on shift.
4. The canine handler will conduct the assigned duties as follows:
  - a. Conduct regular inspections of canine and equipment on a daily basis;
  - b. Maintain training and health records for canine and forward to canine Sergeant;
  - c. Maintain a file on all reports involving canine deployments whether or not a bite occurred and to include all narcotic search deployments;
  - d. Ensure the canine Sergeant is notified as soon as possible in any use of force involving the canine;
  - e. Proper feeding, grooming and general health care of assigned canine;
  - f. Maintain the vehicle and home kennel in a sanitary condition;
  - g. Ensure assigned canine receives immediate medical care in any event of illness or injury and notification to the canine Sergeant as soon as possible in any such event;
  - h. Conduct at least the minimum amount of proficiency training required for the assigned canine;
  - i. Submit all maintained records to the canine Sergeant on the last day of each month;
  - j. Upkeep of all departmental equipment issued and
  - k. All other procedures concerning the use of assigned canine.
5. The canine Sergeant shall be the direct supervisor of the canine program and will ensure the following:
  - a. Review all canine use of force incidents/reports;
  - b. Regular scheduling of proficiency training;
  - c. Scheduling of training seminars/certifications within Department budget allowances;
  - d. Maintain current DEA narcotics canine handler certificates for training aids;
  - e. Obtain narcotics to be used in training and maintain their security
6. The canine unit supervisor shall be familiar with all aspects of the canine program
7. All officers and communication personnel should be familiar with the contents of this policy and follow guidelines set forth in this policy.

## **XI. PERSONNEL GUIDELINES**

To ensure a safe working environment for Police Department employees/officers who come in contact with the department's canine, the following rules of conduct shall apply:

1. Department personnel/officers shall not provoke, tease, harass or abuse canine
2. Department personnel/officers shall not reach into a canine unit with the canine inside except in emergency situations or at request of canine handler
3. Department personnel/officer shall not attempt to feed the canine or retrieve objects from the canine unless directed to do so by the canine's handler or if item may injure canine
4. Department personnel/officer other than the canine handler shall not give commands to the canine except in emergency situations
5. Department personnel/officer shall not engage in any activity which could be perceived by the canine as an assault upon the handler

6. Department personnel/officer shall not approach or pet the canine without the consent of the handler and only when the handler is present
7. When the canine team is to be utilized in a specific tactical situation/search, personnel/officers shall heed the directions of the canine handler as it relates to the canine. The handler will have the final decision (other than Chief of Police or Sergeant) on deployment of the canine and its use, as the handler is the one to know what the canine can and cannot complete while performing their duties.

## **XII. DUTY STATUS**

Handlers must keep in mind that all activities with their assigned canine, whether on duty or off duty, reflect upon the credibility of the canine team, the departments canine program, and ultimately on the department. Therefore, the following shall apply:

1. Canines shall be securely kenneled or under the supervision of their handler while on duty.
2. Department canines may not participate in any on-duty or off-duty presentations, demonstrations, competitions, or shows unless approved by the canine unit supervisor or Chief of Police.
3. Canine Handlers are not to involve themselves in any off-duty activities which may bring discredit upon themselves, the canine program or the department.

## **XIII. KENNELING OF CANINE**

The importance of the at home care and boarding of the canine cannot be overemphasized. Unless otherwise approved these guidelines are the responsibility of the assigned handler:

1. The canine shall not be allowed to roam at will at the handler's home unless the handler is present and the yard is fully enclosed by an at least six (6) foot high fence preferably a privacy fence.
2. When the canine is kenneled at home and the handler is not present the kennel door shall be securely fastened so canine cannot accidentally open kennel door or unknown persons open the door.
3. The handler will ensure a safe and restful environment for the canine, safe from attack from other animals, and any items that could cause injury to the canine.
4. Conflicts with other family pets must be resolved in a reasonable period of time.
5. Unresolved conflicts or lack of suitable living environment will be sufficient cause for removal of the canine and reassignment of the handler.
6. The handler will clean, sanitize and disinfect the kennel, canine vehicle kennel on a daily basis to ensure the canine cleanliness and control fleas, ticks and other parasites and disease.
7. On each exterior entry gate to back yard of handlers home a "Warning Police Work Dog" sign or something suitable will be posted advising of such.
8. The canine handler will be given one (1/2) hour each day for all care and maintenance provided to the canine, kennel and any other canine equipment, the hour will be part of the handler's regular duty day. Also, one (1/2) hour will be given to handler on his relief days off and all vacation and sick days that are taken by handler. This time will meet all Fair Standards Labor Act (FSLA) laws and guidelines for at home care of a department owned canine provided by the assigned handler.

#### **XIV. CARE OF CANINE IN HANDLERS' ABSENCE**

1. If the handler is to be gone from his/her home for less than twelve (12) hours, the canine may be left unattended, but securely locked within its own kennel.
2. If the handler is to be gone for more than twelve (12) hours, the canine may be left in the care of a responsible person at the handler's residence or with approval of the canine supervisor the canine can be kenneled at an approved off-site kennel.
3. The off-site kennel to be utilized by this department will be a kennel provided by and located at a veterinarian's office or other location set forth and approved by the Chief of Police or his designee.
4. If another off-site kennel has to be used the kennel should provide a weather protected area for the canine to be housed and the canine will be placed in a separate kennel and, if possible, away from other animals. Personnel at the kennel should be familiar with and handling of Police Working Dogs.
5. If a canine is to be kenneled at off-site kennel the handler will notify the canine supervisor for approval.

#### **XV. CANINE APPEARANCE**

It is the responsibility of the assigned canine handler to keep his/her canine in such physical condition that the canine is able to perform the duties expected of a Police Working Dog.

1. The canine should be groomed daily by the handler to remove shedding hair as best as possible. The canine should be thoroughly examined by the handler for any injuries or suspicious lumps or cuts the canine may develop or receive on a routine basis. This examination should also be done after every deployment as well.
2. Any indication of poor health or physical condition of canine will be reported immediately to the canine supervisor and/or canine unit supervisor.
3. The canine shall not be clothed or adorned in any manner solely for cosmetic purposes (i.e., painted nails, bandanas, bows, etc.)
4. Breeding of Department canine is prohibited unless approved by Chief of Police.

#### **XVI. TRANSPORTATION OF CANINE**

While conducting department business, the canine should be transported in a canine patrol vehicle with in car kennel.

1. While in transport the canine will remain in the kennel in vehicle. Because the canine is not secured totally in the vehicle kennel, the handler should consider the welfare of the canine before participating in vehicle pursuits or other emergency driving situations. This is not, however, intended to prevent canine handlers from taking the appropriate enforcement actions necessary to perform their duties.
2. When the canine is left unattended in the vehicle and out of the handler's immediate view, the handler will ensure the vehicles climate control system should be set at an appropriate temperature, and if equipped the temperature monitor system will be activated.
3. If handler is to be inside building and canine cannot be placed in outside kennel handler will check on canine every fifteen (15) minutes.

## **XVII. MEDICAL CARE FOR CANINE**

The selection of a well trained and experienced veterinarian is critical to the well being of the canine. A well-established veterinarian in the community, one who understands not only canines but law enforcement canines, should be utilized.

1. LVPD will utilize \_\_\_\_\_ for routine veterinarian services and normal business hour medical issues. Any other veterinarian office to be used will have to be approved by the canine supervisor and Chief of Police.
2. Veterinary care of an emergency nature may be performed by any or closest available veterinarian.
3. After Hours and weekends canine will be taken to \_\_\_\_\_ or any available Veterinarian center for emergency treatment.
4. All injuries to canine will be reported to canine unit supervisor as soon as possible.

## **XVIII. INJURY TO CANINE HANDLER**

1. Medical attention shall be requested immediately for a serious injured canine handler. In instances where the canine is not secured, an untrained officer shall not approach the injured handler except:

- a. When given clearance to do so by the injured handler
- b. When the canine can be called away from the injured handler and secured
- c. If the handler does not receive immediate medical assistance the handler could succumb to his \_\_\_\_\_ injuries.

2. On scene officers shall attempt the following procedures to secure canine from an injured handler:

- a. Attempt to call the canine to a secure location using a kong, bite sleeve or another toy
- b. If necessary, contact another handler from this department or another agency to secure the canine if time allows
- c. Pull canine vehicle if possible or other patrol vehicle up and open back door to allow canine to jump inside or use kong, bite sleeve to coerce canine into vehicle.
- d. If applicable notify handlers family to help secure canine if possible.

## **XIX. CANINE BITE AND INJURY PROCEDURES**

All canine bites and injuries to canines, handlers, trainers, officers, suspects, bystanders or anyone else having contact with canine must be reported immediately to the canine unit supervisor.

The following procedures will be followed when a canine bites or injures any person whether on duty or off duty:

1. Provide all necessary first aid and arrange for any necessary medical attention for the person that was injured by canine as soon as safely it can be done
2. Contact canine supervisor, Sgt and or Chief of Police immediately
3. The handler will prepare a detailed written report explaining incident. If suspect apprehension, a Use of Force form will also be completed and copy will be attached to report.
4. Written statements from the victim and any and all witnesses will be obtained
5. If possible or practical, color photographs of the injured area as well as full body photographs of the victim are to be taken. Photographs will also be taken after wound or injury is cleaned and treated by medical personnel.

6. Copies of victim medical records of injury resulting from canine will be obtained, if possible.
  7. If the victim is a City of La Vernia employee all necessary Workers Compensation forms shall be completed per city policy as well as all policies for injured officer.
- Damage as a result of canine deployment: When conducting canine searches, care should be taken to prevent damage to the property of any involved person(s). Should damage occur, the canine handler will notify the canine supervisor and canine unit supervisor, photograph damage and take statements from any and all witnesses and complete a report detailing how damage occurred



## City Council Meeting Agenda Item

**Meeting Date:** 1-27-2022

Presentation

Discussion

Discussion/Action

Ordinance

Resolution

Other: \_\_\_\_\_

**AGENDA ITEM:**

Discuss and Consider approval of having firework show for New Year's Eve

**DISCUSSION:**

The would provide the City of La Vernia a small firework show for New Year's Eve.

**BUDGET IMPACT:**

This is using smaller shells than 4<sup>th</sup> of July:

5 minute display for \$4,000

7 minute display for \$5,000

10 minute display for \$6,000

The Larger shells would be:

5 minute display \$6,500

10 minute display \$10,500

**STAFF RECOMMENDATION:**

**Attachments**

Email's with Ricardo Lopez, Mayhem Pyrotechnics

**yvonne.griffin@lavernia-tx.gov**

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**From:** Ricardo Lopez Jr <mayhempyrotechnics@gmail.com>  
**Sent:** Wednesday, January 19, 2022 9:42 AM  
**To:** Yvonne Griffin  
**Cc:** Brittani Porter  
**Subject:** Re: New Years

Good morning Yvonne,

So yes, you can get a display in that price range. I was just throwing some quotes out there for you.

Here's a few more quotes that would be more in y'all's price range. FYI, due to the increase of shipping cost and shortages, prices have gone up again unfortunately.  
But I can definitely work with y'all to get within your budget.

5 minute display @ \$4,000

7 minute display @ \$5,000

10 minute display @ \$6,000

These displays won't have any large shells in them. It'll just be a 1.4 consumer product. If you have any other questions, please let me know. Have a great day.

On Tue, Jan 18, 2022 at 11:11 AM <yvonne.griffin@lavernia-tx.gov> wrote:

It was my understanding that it was going to be around 4700, that may be a steep, but I will ask council.

Yvonne

---

**From:** Ricardo Lopez Jr <mayhempyrotechnics@gmail.com>  
**Sent:** Tuesday, January 18, 2022 9:37 AM  
**To:** Yvonne Griffin <yvonne.griffin@lavernia-tx.gov>  
**Subject:** Re: New Years

Good morning Yvonne,

Here are a few quotes for a New Year display. If you'd like something in between or longer, let me know and I'll adjust the price accordingly. Typically, New Years displays are shorter and around the 5-11 minute range, but if you want a longer display that's no problem. If you have any questions or concerns, please let me know. Thanks!

5 minute display @ \$6,500

2.5"-3" shells and assorted 1.3/1.4 cakes

10 minute display @ \$10,500

3"-6" shells and assorted 1.3/1.4 cakes

On Fri, Jan 14, 2022 at 2:01 PM Ricardo Lopez Jr <[mayhempyrrotechnics@gmail.com](mailto:mayhempyrrotechnics@gmail.com)> wrote:

Hi Yvonne,

No worries. Let me come up with a few quotes for you over the weekend and I'll send you an email by Monday.

Quick question for you: would you be opposed to having the display on July 3 (Sunday). Brittany and I discussed it and I thought I should ask you as well. I figured since the 4th lands on a Monday this year, if we did the display on Sunday that would give family/friends additional time to spend with each other on the actual holiday. Just throwing it out there for you and wanted to give you another option. I'm not trying to twist your arm or anything like that. If you wanna have it on the 4th, I have no problem with that. Let me know what you think. Have a great weekend!

On Fri, Jan 14, 2022 at 12:20 PM <[yvonne.griffin@lavernia-tx.gov](mailto:yvonne.griffin@lavernia-tx.gov)> wrote:

So sorry I missed the meeting I had some personal matters that came up. Is there any way I can get a quote for the New Year Fire Works, just so we can discuss with city council next week. Love the idea that you all spoke about this morning for the 4<sup>th</sup> of July, and yes I will definitely get the hotel again.

Thanks





**APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMISSION**

NAME: Tommy Scogin

DATE: 12-17-21

ADDRESS: P.O. Box 257 (B2 RIVER)  
LA VERNIA TX. 78141

(This application will expire 2 years after this date)

HOME PHONE: ( ) \_\_\_\_\_ CELL PHONE: ( 210 ) 264-4782

E-MAIL ADDRESS: tomsogin@yahoo.com

PLACE OF EMPLOYMENT: RETIRED

POSITION AND TITLE: \_\_\_\_\_

**Please select the Board or Commission you wish to serve on:**

- Municipal Development District
- Planning and Zoning Commission
- Board of Adjustments
- Impact Fee Advisory Committee
- Central Business District Advisory Committee

*FELPS TRUSTEE*

If applying for the Planning & Zoning Commission you must indicate if you own property within the City Limits:  
 Yes  No

Resident of the La Vernia City Limits?  Yes  No If yes, how long? \_\_\_\_\_

If no and applying for the La Vernia Parks & Recreation Commission applicant must be a resident of Wilson County.

Qualified Voter?  Yes  No Voter Registration Number: \_\_\_\_\_  
Voted in the last city election?  Yes  No

Are you in arrears on any City of La Vernia taxes or other liabilities due the City of La Vernia?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

List current and past service on any boards or commissions. (Please include dates of service): \_\_\_\_\_

\_\_\_\_\_  
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State why you wish to serve: *[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

La Vernia Police Department  
Enforcement Statistics  
December 2021

**Case Type**  
Criminal Complaints  
Incident

19  
50

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**Total 69**

**CRIMINAL COMPLAINT - Offense Code**

UNAUTH USE MOTOR VEHICLE  
INDECENCY W/ CHILD  
POSS DRUG PARA  
CRIMINAL MISCHIEF  
BURG BUILDING  
ANIMAL CRUELTY  
THEFT  
MINOR IN POSS ALC  
TAMPER W/ EVIDENCE  
HIT & RUN

2  
1  
4  
3  
1  
1  
4  
1  
1  
1

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**Total 19**

**INCIDENT - Offense Code**

ACCIDENT INVOLVING DAMAGE TO V  
INFO  
ALARM  
RECOVERED VEHICLE  
SUSPICIOUS PERSON/ACTIVITY  
LOST PROPERTY  
CIVIL MATTER  
ASSIST OTHER AGENCY  
CRIMINAL TRESPASS WARN  
RUNAWAY  
ASSIST PUBLIC  
EMERGENCY DET  
WEKFARE CONCERN  
CHILD CUSTODY  
PATROL BY  
DAMAGE TO PROPERTY

11  
9  
3  
1  
4  
2  
1  
4  
4  
1  
1  
2  
4  
1  
1  
1

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**Total 50**

**Citations**

VIOLATIONS  
WARNINGS

36  
52

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**Total 88**



Bruce Ritchey  
Chief of Police



**AGREEMENT ON SUBDIVISION PLATTING**  
**IN THE EXTRATERRITORIAL JURISDICTION**  
**BETWEEN THE CITY OF LAVERNIA AND WILSON COUNTY**

This is an Interlocal Agreement between City of LaVernia and Wilson County (“the Parties”) in accordance with HB 1445, passed during the 77<sup>th</sup> Legislature (2001). HB 1445, now Tex. Loc. Gov’t. Code Chapter 242, requires that cities and counties develop written agreements that provide developers of land in the county with a definitive platting review in the extraterritorial jurisdiction of the city. The statute mandates that cities and counties come to an agreement by April 1, 2002.

This Agreement is between the City of LaVernia and Wilson County and will encompass the understanding between these two political subdivisions. Copies of these agreements will be available to developers who intend to develop in the extraterritorial jurisdiction of the City of LaVernia. This Agreement will be effective upon the passage of a Resolution by the City Council for the City of LaVernia and a Resolution adopted by the County Commissioners of Wilson County. The following shall constitute the Interlocal Agreement between the City and the County:

I. Extraterritorial Jurisdiction. (“ETJ”)

The ETJ for the City of LaVernia is one-half mile beyond the city limits. The City agrees to notify the County and others regarding any extension or reduction of the city limits by annexation, disannexation, or any other means.

II. Authority in the Extraterritorial Jurisdiction.

A. It is understood by this Interlocal Agreement that the City of LaVernia will be the exclusive authority for enforcing subdivision regulations and any and all other permitting that is required in the ETJ of the City. This is essentially the same as current law. The expansion of the City’s ETJ does not alter the effectiveness of any plat or permit previously filed as provided by Tex. Loc. Gov’t. Code Chapter 245.

B. The City of LaVernia shall accept subdivision applications, and apply a subdivision regulation to proposed subdivisions for land in the ETJ. Any developer or individual who intends to subdivide their property in the ETJ must comply with the City’s regulations and platting requirements. For a subdivision including land on both sides of a boundary line of the ETJ, the subdivision application shall be filed with the City if the majority of the land is located in the City of LaVernia’s ETJ, and with the County of Wilson if the majority of the land is locate beyond that line.

III. Subdivision Regulations

A. This agreement does not require any amendment to the City of LaVernia or Wilson County substantive or procedural subdivision regulations. The City

and County agree that subdivisions approved by the appropriate entity based on the location of the property, shall also be approved, by any of the other entities' officials, employees, agencies, boards or commissions, to the extent necessary to facilitate the proper filing of a final subdivision plat in the County's public records.

**B. Terms.**

The terms subdivision and plat, and the regulation thereof, are intended to include plat amendments, vacations, re-plats, and the determination of whether a particular division of land is entitled to an exemption from the requirement to file an application for subdivision.

**C. Notification.**

The City shall notify the County of subdivision applications, and the final approval of any subdivision plat.

**D. Development Plats.**

The Subdivision Regulations for the City of LaVernia are located in Ordinance No. 29. The City may periodically amend this Ordinance to require new regulations for platting in the extraterritorial jurisdiction. The City does not currently have a development plat requirement in its subdivision regulations. However, should the City determine a need exists to develop an ordinance regarding development of plats; the City will notify the County that such an amendment has been adopted to the Subdivision Regulations in accordance with Tex. Loc. Gov't. Code 212.041-050.

**E. Conveyance Plats.**

Currently the City does not require conveyance plats which are boundary surveys drawn as plats with easements, dedications and reservations recorded, but which do not require engineering plans. Should the City determine that it is necessary to amend the Subdivision Regulations to address conveyance plats in accordance with Tex. Loc. Gov't. Code 232.0015(a), the City will notify the County of such amendment.

**IV. Notification of Requirements for Plat Approval.**

- A.** The City's Subdivision Regulations found in Ordinance No. 29, lists all the requirements and documents necessary prior to the acceptance by the City of a filed and completed plat. The Ordinance specifies that a plat is not considered to be completed and filed until all the documents listed in the Ordinance have been received and a notation made on a check list that the

documents have been received by the City Officials. Only when the checklist has been completed and all the documents have been received by the City Officials, will the plat be considered "completed and filed."

V. Planning and Engineering Standards

- A. The City's Subdivision Regulations found in Ordinance No. 29 specifies the requirements for public improvements to be developed in a subdivision. It includes the requirements for right-of-way, road construction, drainage, septic tanks, sewer where available, and water.
- B. Tex. Loc. Gov't. Code 212.012 provides that a utility (electric, water, sewer) may not connect a developer until they receive a plat approval from the City. This requirement will still be maintained in the extraterritorial jurisdiction.

VI. Plat Amendment

- A. The City's Subdivision Regulations found in Ordinance No. 29 provides for plat amendments, and they follow the requirements as specified under Tex. Loc. Gov't. Code Chapter 212.

VII. Miscellaneous

- A. Amendments.

This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this agreement at anytime.

- B. Approvals.

This agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

- C. No Waiver.

The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

D. Severability.

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

E. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Tex. Loc. Gov't. Code.

F. Duration and Termination.

This Agreement takes effect upon the complete execution of the Agreement by the Parties. The Agreement is effective for two (2) years, and thereafter shall automatically renew annually, unless terminated by either party. This Agreement may be terminated by any party with one hundred eighty days (180) written notice.

G. Private Roads.

This agreement does not affect the right of the County, pursuant to the Texas Transportation Code, Chapter 281, to accept or reject private roads which a developer wishes to dedicate to the County.



COUNTY JUDGE  
WILSON COUNTY

April 22 2002  
DATE



MAYOR  
CITY OF LAVERNIA

04/12/02  
DATE

# Floresville

Richard Chewy - started property in  
were building <sup>ETJ</sup> road

County specs  
private street but because Tx Dot  
access it, it had to be a public  
driveway. Has been annexed since.  
Annexation had to be approved by  
County and City because of  
septic.

County only maintains street not  
curb, gutter and sidewalk.





11803 Warfield St.  
San Antonio, Texas 78216

210.785.0994 Office  
210.524.9191 Fax

Proposal submitted to:	City Hall of La Vernia
Job Location:	102 Chihuahua Street, La Vernia, TX 78121
Home Phone:	(210) 355-0226
Alternate Phone:	(210) 355-0226

<b>Repair to Existing Roof</b>
*****NO VERBAL AGREEMENTS*****
***All supplements and price updates paid to Stephens Roofing & Remodeling***
Stephens roofing to install TPO retrofit to city hall as follows:
- Install location is on left rear elevation low pitch metal roof.
- allow up to 15.5sq of 60mil TPO Roof membrane for a retrofit on top of existing roof
- includes termination bar on wall transition
- Gutters must be removed for installation
- allow up to 73ft of 6" seamless gutter system, total footage includes two downspouts
- gutter color Almond
TPO system will include 10yr manufacturer warranty and 1 yr workmanship warranty

\$ \_\_\_\_\_ upon acceptance of contract. Upon acceptance. \$ 13,961 Payment is due IN FULL upon substantial completion of job. NO VERBAL AGREEMENTS.  
 The first payment is to be made before job will begin \$13,961

**\*\*THIS IS A BINDING CONTRACT. READ CAREFULLY BEFORE SIGNING.\*\***  
**All Payments are due at the office of Stephens Roofing & Remodeling (hereinafter "Stephens") in Bexar County, Texas.**

- 1. ACCEPTANCE OF GENERAL CONDITIONS:** This Agreement establishes the work to be performed, the contract price for this work and those terms and conditions which are applicable to this Agreement. By signing this document you are accepting the work to be performed, the contract price, and acknowledging that you have read, understood and accept all of the terms and conditions set forth on both sides of this Agreement. All prices are subject to change if this this Agreement is not signed and delivered to Stephens Roofing within thirty (30) days.
- 2. RESIDENTIAL CUSTOMERS:** This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60<sup>th</sup> day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.
- 3. NO VERBAL PROMISES:** The contract price is based the scope of work described above. Please make sure that all of the work that you would like for us to perform has been included in this Agreement before you sign below. If you find that certain work was verbally discussed, but is not specifically set forth in this Agreement, it is your responsibility to bring this to our attention. Any work that may have been verbally discussed, but that is not set forth in this agreement will not be performed. Therefore, it is important that you carefully review this Agreement to make sure that we have included all of the work that you are asking us to perform.
- 4. HIDDEN AND UNFORESEEN CONTINGENCIES:** This Agreement does not cover any hidden or unforeseen conditions or contingencies that we may encounter after work has begun, but that may be necessary for us to complete the work. These may include damage to your decking, hidden structural problems, rotten lumber, unsuitable substrate materials, building code deficiencies, and the like. These conditions will be discussed with you if they are found. Any such hidden or unforeseen conditions or contingencies are not covered by the contract price unless they are specifically included in the scope of work. If they are not set forth in the scope of work, a written change order will be required to correct any such condition(s) and there will be an additional charge.

**THREE DAY RIGHT OF RESCISSION:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. Owner agrees to pay a cancellation fee equal to fifteen (15%) of the total Contract price for any cancellation after the three (3) day right of rescission period has expired.

Acceptance by: \_\_\_\_\_ Estimated by: \_\_\_\_\_  
 Owner's Signature Date Name Date  
 Acceptance by: \_\_\_\_\_  
 Owner's Signature Date

Date 12/15/21

INSURANCE CO. \_\_\_\_\_

CLAIM # \_\_\_\_\_

POLICY # \_\_\_\_\_

https://betterroofingusainc.com

Email: Betterroofingusainc@yahoo.com

SA TX Lic. #RBC-21-01322



# PROPOSAL

2530 E. Southcross • San Antonio, TX 78223  
Office: 210.971.8684 • Toll Free 1-888-316-4245

Toll Free : 1-888-316-HAIL



Submitted to: Donald - Police Department Cell: 830-581-9316 Other: \_\_\_\_\_

Job Location: 102 E Chihuahua St City: Lavonia State: TX Zip: 78121

Email: \_\_\_\_\_ Sales Rep: Armand : Orlando Cell: 210-478-0430  
Tru

- Removal of Existing Shingles
- Removal of Layer(s) one metal
- Trim Edges of Existing Shingles
- Decking \_\_\_\_\_

### VENT FLASHINGS

- 1 1/2" \_\_\_\_\_
- 2" n/a
- 3" \_\_\_\_\_
- 4" \_\_\_\_\_

### EXTRA FEES

- Permit Fee \$ \_\_\_\_\_
- Extra Building Fee \$ \_\_\_\_\_
- Wind Cert. Fee \$ \_\_\_\_\_

### METAL EDGING

Size: new  
Color: \_\_\_\_\_

### SHINGLES

Type: 1 ply Base sheet  
1 ply fiberglass  
Color: Asph/fiberglass  
top sheet - white

### WE ALWAYS

- Clean-Up Daily
- Run Magnet through Yard
- Haul Away all Debris
- Paint to Match  
(Roof Accessories Only)

### VALLEYS

Type: n/a  
Color: \_\_\_\_\_

### RIDGE

- 3 Tabs
- RIZERidge®
- Other: \_\_\_\_\_

### EXTRAS

- Re-Flash Fireplace
- Re-Flash Skylight
- Wind Turbines \_\_\_\_\_
- Electric Ventilator \_\_\_\_\_
- Ridge Vent \_\_\_\_\_
- 750 Vents \_\_\_\_\_
- Other \_\_\_\_\_

### FELT

- Synthetic

### NAILS

- 1 1/4"

### LABOR WARRANTIES

- 5 year Warranty
- 2 year Warranty
- Other \_\_\_\_\_

Squares to Install: 144

## ADDITIONAL INFORMATION

Decking Repair Additional: \$80 for each Sheet of 4' x 8' Plywood Replaced

Decking or Fascia Repair Additional: \$9.00 Per LF 1" x 6" or 1" x 8"

We propose to furnish material and labor, complete in accordance with the above specifications, for the sum of:

DOLLARS \$ 9,200

### PAYMENT TO BE MADE AS FOLLOWS: IN FULL UPON COMPLETION

Insurance Claims will be assessed a fee equal to 2.5% of the balance per month after 45 days past due.

Please read carefully these terms and conditions. Authorized Signature: Armand

NOTE: This proposal may be withdrawn by us if not accepted within 15 Days.

ACCEPTANCE OF PROPOSAL: The above price specifications and conditions are satisfactory and are hereby accepted. Better Roofing USA, Inc., is authorized to do the work as specified. Payment will be as outlined above.

Customer Signature: [Signature] Date of Acceptance: [Signature]

## TERMS AND CONDITIONS

THIS ROOFING CONTRACT ("Contract"), effective as of the date of the last party to sign on the front side, is between Better Roofing, USA Inc. ("Contractor") and the person(s) listing and residing at the property listed on the front side ("Owner").

1. **APPROVAL:** All contracts subject to approval of our Credit Department & Management.
2. **DEFAULT PAYMENT:** Should default be made in payment of this contract, charges shall be added from date thereof at a rate of two and one half percent per month (30% PER ANNUM) with a minimum charge of \$2.00 per month, and If placed in the hands of an attorney for collection, all attorney's fees, and legal filing fees shall be paid by Customer accepting said contract.
3. **DAMAGES:**
  - (a) Contractor shall have no responsibility for damages from fire, windstorm, lightning, mold, or other hazard, as is normally contemplated to be covered by Homeowners insurance, unless a specific written agreement has been made prior to commencement of the work.
  - (b) Better Roofing shall have no responsibility for damages to or resulting from damage to pipes, AC lines, water lines or conduits improperly installed under the roof decking, and unseen by Better Roofing.
4. **EXPENSES:** The quotation on the face hereof does not include expenses or charges for additional bond or insurance premiums or costs beyond normal bond and insurance coverage, and any such additional expenses, premiums or costs shall be added to the amount of the contract.
5. **ADDITIONAL MATERIALS:** Replacement of deteriorated decking, roof jacks, ventilators, flashing or other materials, unless otherwise stated in this contract, are not included and will be charged as an extra on a time and material basis.
6. **INSURANCE:** Contractor shall maintain general liability insurance.
7. **UNUSUAL CIRCUMSTANCES:** Contractor shall not be liable for failure or performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of Contractor whether of similar or dissimilar nature.
8. **WATER DAMAGE:** Contractor is not responsible for any damage or mold below the roof, due to leaks by excessive wind, ice dams, hail or preexisting construction defects during the period of the warranty, Contractor will not be responsible for damage or mold below the roof due to workmanship leaks if not notified in writing, within 24 hours of first occurrence of leak.
9. **RE STOCKING FEE:** If material has to be reordered or restocked because of a cancellation by the customer, there will be a restocking fee equal to fifteen (15%) of the contract price.
10. **CHANGES TO SCOPE OF WORK:** Owner may make changes to the scope of the work, including changes to the drawings and specifications, from time to time during the construction of the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the Project as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the cost thereof and Owner shall pay the actual cost whether or not it is in excess of the estimated cost.
11. **PROJECT CANCELLATION:** If this Contract is cancelled by the Customer later than three (3) days from execution, customer shall pay to Contractor twenty percent (20%) of the contract price as liquidated damages, not as a penalty, and Contractor agrees to accept such as a reasonable and just compensation for said cancellation. This Contract cannot be cancelled once insurance negotiations begin or work is commenced except by mutual written agreement of the parties.
12. **CHANGES:** This Agreement constitutes the entire agreement between the parties. It may be changed only by written instrument signed by both parties.
13. **RIGHT TO CURE:** Contractor shall have the right to cure a defect before Owner may file any action in court against Contractor. See the "Notice of Potential Claims Must be Provided within One Year" attached hereto and made a part of this Contract.
14. **ATTORNEYS FEES AND COSTS:** If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.
15. **PERFORMANCE:**
  - (a) Contractor may at its discretion engage licensed subcontractors to perform work pursuant this Contract, provided contractor shall remain fully responsible for the proper completion of the Project.
  - (b) All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
  - (c) Contractor agrees to remove all debris and leave the premises in broom clean condition.
16. **VERBAL COMMITMENTS:** Any representation, statements, or other communications not written in this Contract are agreed to be immaterial, and relied on by either party, and do not survive the execution of this Contract.
17. **VALIDITY:** For the written warranty to become valid the contract must be paid in full.
18. **SUPPLEMENTATION:** BETTER ROOFING USA, INC. will have the right to supplement the Insurance Co, in the event materials and labor increases over five percent (5%) from the date of the damage or if labor and materials exceed the original scope of loss.
19. **INSURANCE SUPPLEMENTATION:** Supplement paid by the insurance company for additional labor and/or materials needed beyond the original scope of repairs shall be paid directly to BETTER ROOFING USA, INC.
20. **EXCESS MATERIALS:** Contractor has the right to order excess materials. All excess materials belong to Contractor.
21. **INSURANCE PROCEEDS:** Full scope of Insurance proceeds shall be defined as the full price for repairs allowed by the insurance company before any deduction for deductible or depreciation are subtracted.
22. **WARRANTY:** Shingles guaranteed under manufacturers warranty. Please ask Contractor for a copy of manufacturers warranty for terms. Contractors warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within the term as stated on front side. Contractor agrees to repair any roofing leaks under normally anticipated weather conditions. Ice damming is not a normally anticipated condition. Damage done to the roof system through no fault of the Contractor are not warranted by the Contractor. All said defects arising after warranty term and defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties as provided by the manufacturer of such materials.
23. **NOTICE TO HOMEOWNER:** YOU ARE HEREBY NOTIFIED THAT ANY PERSON PERFORMING LABOR ON YOUR PROPERTY OR FURNISHING MATERIALS FOR THE CONSTRUCTION REPAIR OR IMPROVEMENT OF YOUR PROPERTY WILL BE ENTITLED TO A LIEN AGAINST YOUR PROPERTY IF HE IS NOT PAID IN FULL, EVEN THOUGH YOU MAY HAVE PAID THE FULL CONTRACT PRICE TO YOUR CONTRACTOR, THIS COULD RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE. THIS LIEN CAN BE ENFORCED BY THE SALE OF YOUR PROPERTY. TO AVOID THIS RESULT, YOU MAY DEMAND FROM YOUR CONTRACTOR LIEN WAIVERS FROM ALL PERSONS PERFORMING LABOR OR FURNISHING MATERIALS FOR THE WORK ON YOUR PROPERTY. YOU MAY WITHHOLD PAYMENT TO THE CONTRACTOR IN THE AMOUNT OF ANY UNPAID CLAIMS FOR LABOR OR MATERIALS. YOU ALSO HAVE THE RIGHT TO DEMAND FROM YOUR CONTRACTOR A COMPLETE LIST OF ALL LABOR AND MATERIAL SUPPLIERS UNDER YOUR CONTRACT AND THE RIGHT TO DETERMINE FROM THEM IF THEY HAVE BEEN PAID FOR LABOR PERFORMED AND MATERIAL FURNISHED.

PLEASE MAKE CHECKS PAYABLE TO: BETTER ROOFING USA, INC.

Texas Roofing & Home Improvements  
1207 South 2nd Street  
Floresville, TX 78114  
Phone:210-379-1307  
Contact:Levi Serna 210-379-1307  
Email:leviserna023@gmail.com



**Customer Address**

City Of La Vernia PD  
102 Chihuahua Street  
La Vernia, TEXAS 78121

Quote #: 999  
Date: Dec 29, 2021

Description	Total
<b>Roofing &amp; Gutter Leaf Guards</b>	<b>\$13,800.00</b>
Roofing: Install TPO 60mil Roof System White \$12,000	
Gutter Leaf Guard: Install gutter leaf guard to existing gutters 235LF \$1800	
<b>Total</b>	<b>\$13,800.00</b>

**Notes**

All materials furnished by Texas Roofing  
10 year workmanship warranty on TPO Roof System

Payment agreement:  
No deposit required  
Pay in full when job complete  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Terms and Conditions

Scope of Work: Company will provide services as described in the attached quote. Company will provide all services, materials, labor, tools, and equipment needed for completion of services.

Payment Terms: Please refer to note for payment term.

Change Order: Any deviation from the above quote involving a change in the scope of work or any additional costs will be executed only with a written change order signed and dated by both the Company and Customer.

Warranty: Company warrants all work will be performed in a good and workmanlike manner. Any warranties for parts or materials are subject to manufacturer terms on such products.

Conditions: This proposal is valid for 15 days. Company reserves the right to withdraw this proposal or re-quote the project if contract acceptance is beyond 15 days.

---

Name

---

Date

---

Name

---

Date



# Sign Variance Application

Sign & Billboard Ordinance No. 091406-01

City of La Vernia

Date Received: 01-13-2022

Permit/Receipt No.: \_\_\_\_\_

Fee Paid: \$100.00

Subdivision Name & Project Name: Pollos El Gallo

Survey Name: City of La Vernia Property Abstract #: 27512

# of Lots: \_\_\_\_\_ # of Total Acres (rounded to the nearest tenth): 1.08

Type of Sign: New pole sign w/ lighting cabinet

\*The applicant is encouraged to schedule a meeting with the City Secretary/Code Enforcement staff to discuss the variance request prior to submitting an application for a sign variance.

Applicant Name: ~~Roxanne Lozano~~ Alestra Properties / Alex Ledezma

Company: ~~Industry Signs, LLC~~ ↓

Address: ~~534 Sandau Rd.~~ 110 N. Crows

City, State, Zip: ~~San Antonio, TX 78216~~ La Vernia, Tx. 78121

Phone #: 210-826-3002 Alternate #: 210-725-7218

Email Address: rox@industry/signs.com

Please Check if information is same as above

Current Property Owner: Alestra Properties

Address: 9514 middlex dr

City, State, Zip: San Antonio, TX 78217

Phone #: 210-336-8904 Alternate #: \_\_\_\_\_

Email Address: alexlizama@yahoo.com

Owners Signature: 

I (we) the undersigned, having an interest in the installation of a sign that is non-conforming to the regulations established in La Vernia City Ordinance No. 091406-01 Signs and Billboards, request a variance for the following: A new pole sign @ 32' OAH w/ a 10' x 10' lighting cabinet, to be seen from Hwy 87

Items Required at Time of Submittal: \_\_\_\_\_



# Sign Variance Application

Sign & Billboard Ordinance No. 091406-01

City of La Vernia

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

Permit/Receipt No.: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

**(seven copies provided ten days prior to the city council meeting)**

- A site plan indicating the position, height and size of the proposed sign and other existing advertising structures on the property in relation to nearby buildings or structures, north arrow and scale of drawing, property lines, curb lines, adjacent streets, alleys, curb cuts and setback clearance zone;
- Specifications for the construction and display of the sign;
- Copy of stress diagrams or plans, when needed, containing information as to safety and structural integrity of the sign. *NOTE: The City of La Vernia assumes no liability for safety and structural integrity;*
- Copy of permit approved by the Texas Department of Transportation, Texas Transportation Commission, Wilson County, Texas or successor agencies, if state law requires a state permit;

All attachments included with application are to be 8 ½" by 11" in size.

Alex Lizama  
Signature of Petitioner

Alex Lizama  
Printed Name of Petitioner

Roxanne Lozano  
Property Owner(s) of Record or Authorized Agent

Roxanne Lozano  
Printed Name of Property Owner(s) of Record or Authorized Agent

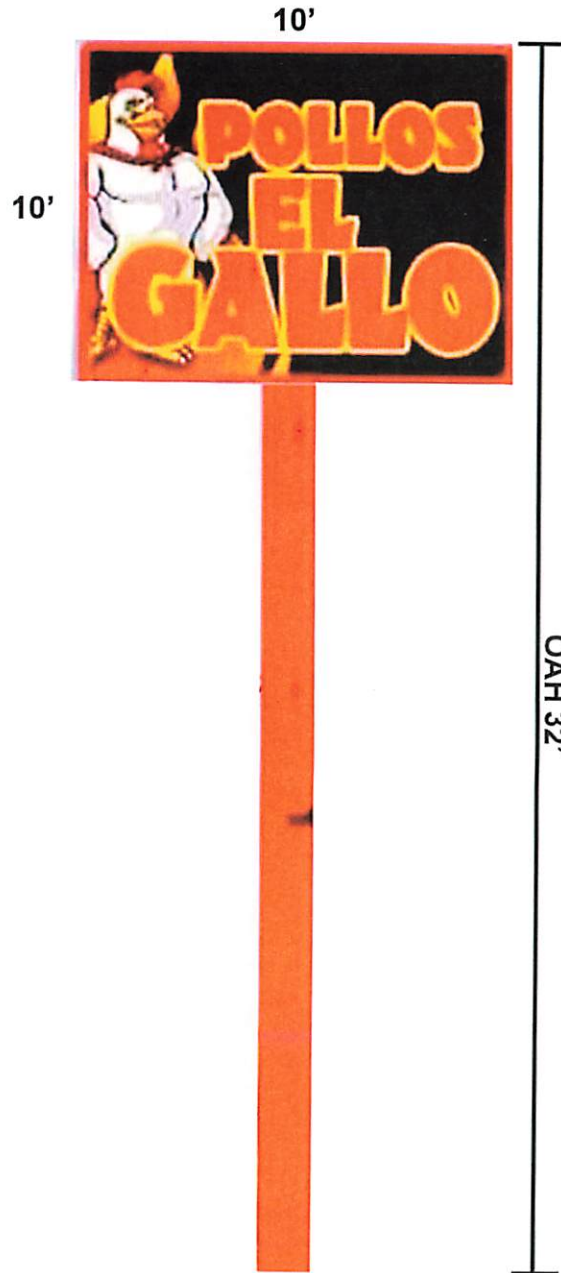
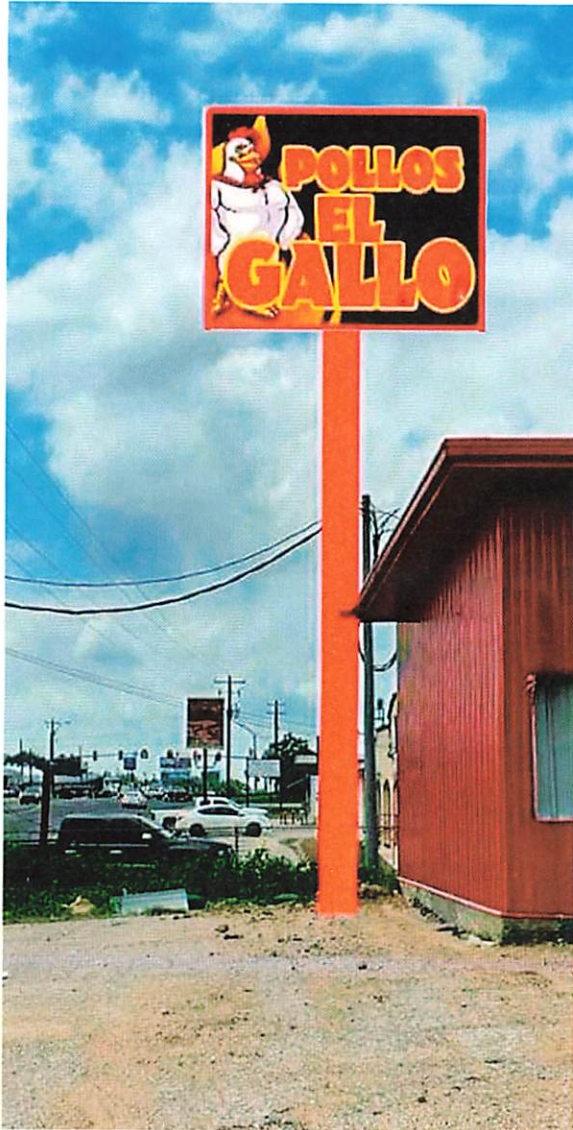
**Please check one:**

- I will represent this variance request at the Council Meeting
- I will not be able to represent this variance at the Council Meeting. My authorized representative who will represent this variance before the La Vernia City Council is: \_\_\_\_\_

**Note to Applicant:**

KL (initials) A notice of meeting will be sent only to the applicant, or to the authorized representative, if one is designated. The decision of the City Council shall be final on all sign cases.

# RENDER



## PROJECT INFORMATION

CLIENT:  
WORK:  
DATE:

## FINISHING & MATERIAL

### Scope of work:

Manufacture (1) D/S 10' x 10' internally illuminated cabinet with LEDs and LED drivers lexan panels with applied 3M digitally printed vinyl graphics to be installed turn key on new pole OAH 32'

## REVISIONS

#	DATE	DESCRIPTION

## NOTES:



SERVICE · LIGHTING · DISPLAYS

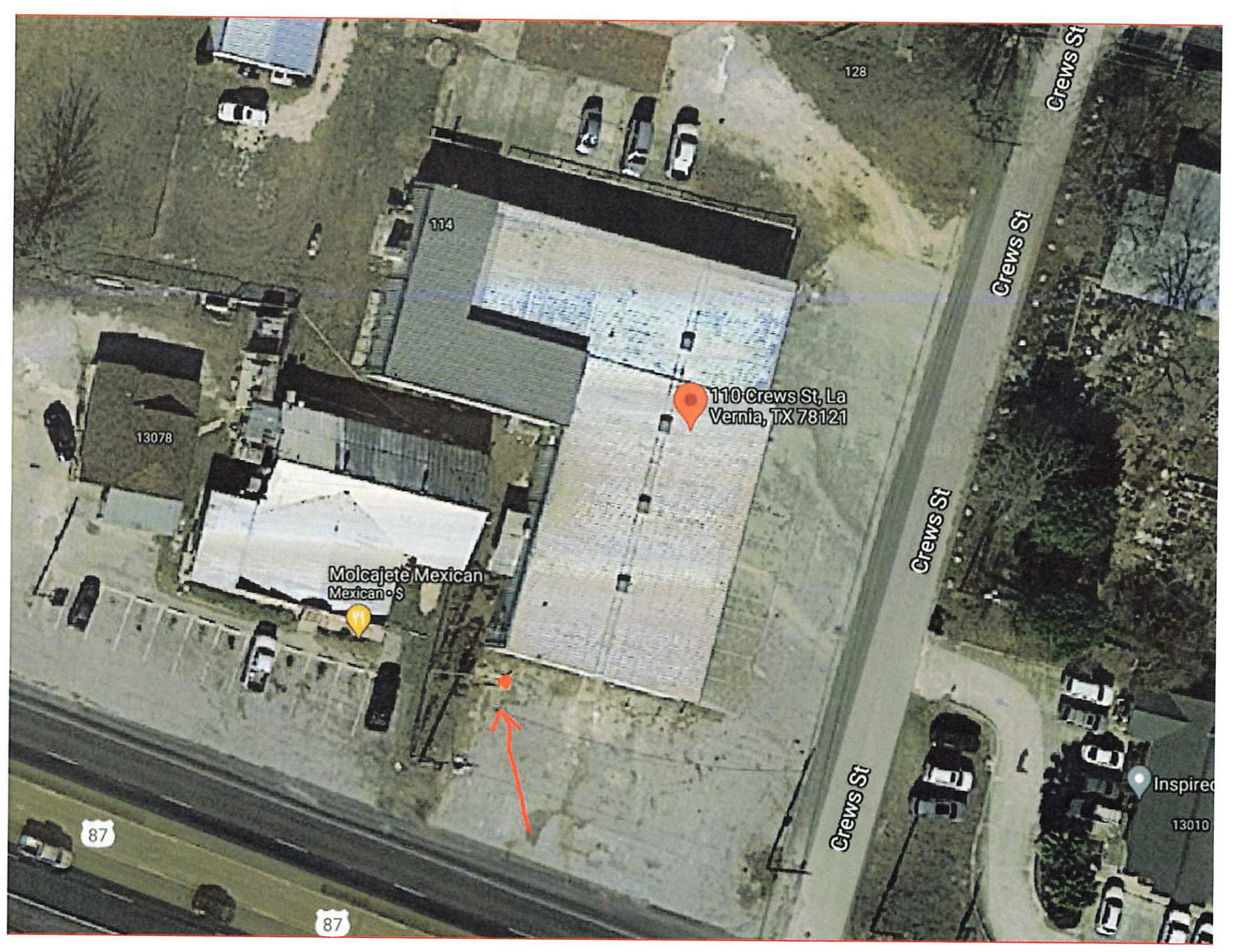
Office: 210.826.3002 • Fax: 210.826.3908  
534 Sandau Rd. San Antonio, TX 78216

SIGNATURE: \_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED AS IS  APPROVED AS NOTED  REJECTED  REVISE & RE-SUBMIT

Please review all materials, finishes and spelling for accuracy. Braille and colors shown here are for representation only and may vary. All ideas drawings, arrangements and written materials appearing herein are the property of Industry Signs and shall not be duplicated, used by or disclosed to any person, firm or corporation for any reason without the explicit written consent of Industry Signs.





128

114

13078

Molcajete's Mexican  
Mexican • S

110 Crews St, La  
Vernia, TX 78121

Crews St

Crews St

Crews St

Crews St

87

87

Inspired

13010

1. Signs on the facade and each side of a building shall not exceed 48 square feet, unless they are certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.
  2. One pole/pylon sign per premises may be permitted that does not exceed 75 square feet in area. The maximum height of such a sign shall not exceed 25 feet. If the commercial establishment borders two or more streets then only one additional freestanding sign will be permitted on the secondary street, and the square footage of the sign may not exceed the allowable square footage of this subsection (1)a.2 and subsection (1)a.3 of this section.
  3. A premises that displays a monument sign in lieu of a pole/pylon sign may increase its size to 100 square feet.
  4. One additional freestanding sign not to exceed the allowable square footages described in subsections (1) a.2 and 3 of this section may be permitted for premises with frontages of 140 feet or more.
  5. A maximum of two poster-size enclosure signs may be permitted on a single commercial building.
  6. Additional signs may be installed if a commercial establishment chooses to reduce the square footage of the other onsite signage so that the total on-site square foot area of all signage does not exceed that authorized by this section.
- b. *Commercial complex.*
1. Signs on the facade or on the side of a building identifying the complex may not exceed 48 square feet, unless they are certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.
  2. Signs on the facade or on the side of a building identifying a business within a commercial complex may not exceed 48 square feet.
  3. Size allowances for pole/pylon signs for commercial complexes:
    - (i) A commercial complex under five acres in size and having less than 140 linear feet of road frontage may have one pole/pylon sign that does not exceed 25 feet in height has a minimum ground clearance of six feet with the primary complex or anchor tenant identification sign not exceed 75 square feet in size and the individual business signs in the complex sign not to exceed 150 square feet collectively with no one tenant individually exceeding 50 square feet.
    - (ii) A commercial complex over five acres in size and having 140 linear feet or more of road frontage may have one pole/pylon sign that does not exceed 35 feet in height, has a minimum ground clearance of six feet with the primary complex or anchor tenant identification sign not exceeding 128 square feet in size and the individual business signs in the complex sign not to exceed 250 square feet collectively with no one tenant individually exceeding 50 square feet.
  4. If the structure of a freestanding sign (monument or pole/pylon) contains or supports more than one sign, then each sign shall be of the same construction.
  5. For businesses with linear road frontages in excess of 140 feet only one additional freestanding sign not to exceed the allowable square footages described in subsection (1) b.3 and 6 of this section is permitted for the site regardless of any amount of additional linear road frontages or additional streets.
  6. A premises displaying a monument sign in lieu of a pole/pylon sign cannot exceed 150 square feet in size.

the building and in no case larger than three square feet. In cases where the building is not located within view of the public street, the identifier must be located on the mailbox or other suitable device such that it is visible from the street.

- (3) Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property.
- (f) *Flags.* A flag that has been adopted by a national or federal government, state, local government, school district, or university may be displayed as provided under the law that adopts or regulates its use and as follows:
  - (1) Residential Zoning Districts. In a residential zoning district two flag poles per premises. Each flag pole may have a maximum of 15 square feet in area per pole. The flag pole may be a maximum of 25 feet in height or no higher than the highest point of the principal building's roof, whichever is lower. Flag poles must meet the minimum yard setback requirements for a principal building.
  - (2) Nonresidential Zoning Districts. In a non-residential zoning district, one flag per 25 feet of frontage on a right-of-way up to a maximum of three flags and three flag poles per premises. Each flag may be a maximum of 24 square feet in area. Flag poles may be a maximum of 50 feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flag poles must meet the minimum yard setback requirements for a principal building or a minimum of ten feet whichever is more restrictive.
- (g) *Lessor Rights.* For purposes of this Chapter the lessor of a property is considered the property owner as to the property the lessor holds a right to use exclusive of others (or the sole right to occupy). If there are multiple lessors of a property then each lessor must have the same rights and duties as the property owner as to the property the lessor leases and has the sole right to occupy and the size of the property must be deemed to be the property that the lessor has the sole right to occupy under the lease.

(Ord. No. 091406-01, § 14, 9-14-2006; Ord. No. 121009-02, art. 1, 12-10-2009)

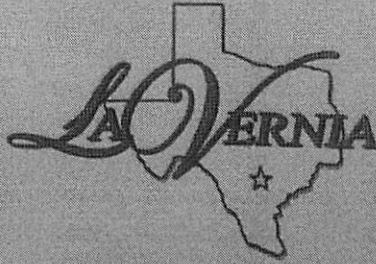
Sec. 26-109. – Temporary signs (residential)

- (a) General provisions. Temporary signs are exempt from the requirement to obtain a permit, provided that they comply with all other provisions of this and other ordinances of the City of La Vernia. Signs shall be allowed without a permit as follows:
  - (1) A person exercising the right to place temporary signs on a property as described in this section must limit the number of signs on the property to 15.
  - (2) Unless otherwise stated herein or specifically authorized by state law, the sign face of any temporary sign, must not exceed 9 square feet.

Sec. 26-110. - Permitting regulations.

When determining whether to issue a permit, the following regulations apply:

- (1) *Signs on property in other than residential areas.* All pole, pylon, and facade (wall) signs that exceed 48 square feet must be certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.
  - a. *Single commercial building.*



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMISSION

NAME: Eric Rauschuber  
ADDRESS: 129 West Magnolia Circle

DATE: 1-18-22  
(This application will expire 2 years after this date)

HOME PHONE: (210) 860-6867 CELL PHONE: (210) 860-6867  
E-MAIL ADDRESS: eric.rauschuber@yahoo.com

PLACE OF EMPLOYMENT: Trane Co.  
POSITION AND TITLE: Area Service Manager

Please select the Board or Commission you wish to serve on:

- Municipal Development District
- Planning and Zoning Commission
- Board of Adjustments
- Impact Fee Advisory Committee
- Central Business District Advisory Committee

If applying for the Planning & Zoning Commission you must indicate if you own property within the City Limits:  
 Yes  No

Resident of the La Vernia City Limits?  Yes  No If yes, how long? 2 months  
If no and applying for the La Vernia Parks & Recreation Commission applicant must be a resident of Wilson County.

Qualified Voter?  Yes  No Voter Registration Number: Not sure  
Voted in the last city election?  Yes  No

Are you in arrears on any City of La Vernia taxes or other liabilities due the City of La Vernia?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

List current and past service on any boards or commissions. (Please include dates of service):  
Never been on one for a city  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State why you wish to serve: I would like to get more involved in La Verne. I am in leadership at home and enjoy coming together as a team to come up with solutions.

What qualifications or talents would you bring to a City Board or Commission?

- 1.) Teamwork
- 2.) Leadership driven
- 3.) Willing to better La Verne and help

What are your top three goals and objectives for the board or commission you are applying for? To be faithful, I'm not 100% sure on my goals or objectives. I would like to talk to the team and see exactly what this commission is about and set my goals according to what is needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD/COMMISSION APPOINTMENTS.

**DISCLAIMER AND SIGNATURE:** I hereby request consideration for appointment to a board or commission of the City of La Vernia, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed to any City of La Vernia Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of La Vernia Board or Commission, I must be responsible for a creditable record of attendance and performance. If this application leads to my appointment to a position on a City of La Vernia Board or Commission, I understand that false or misleading information in my application may result in my removal from the position

I also acknowledge that this information may be made available to the public and the application will be maintained in the City's active files for two years from the date of application. I understand that should I not be appointed to a City of La Vernia Board or Commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of La Vernia's' document retention schedule.

  
\_\_\_\_\_  
Applicant Signature

1-18-22  
Date

~~OFFICE USE ONLY: (Applications will be kept on file for a period of two years in the City Secretary's office.)~~

Date application received: \_\_\_\_\_  
Date of first contact: \_\_\_\_\_  
Date of second contact: \_\_\_\_\_

Still interested?  Yes  No  
Still interested?  Yes  No

**RETURN COMPLETED APPLICATION TO:  
City Secretary's Office  
City of La Vernia  
102 E. Chihuahua St., Texas 78121  
Phone: (830) 779-4541 • Fax: (830) 253-1198**

**ORDINANCE NO. 012722-01**

**AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS, AMENDING THE CITY OF LA VERNIA, TEXAS CODE OF ORDINANCES REGARDING SPEED LIMITS ON CITY STREETS; ESTABLISHING PRIMA FACIE MAXIMUM SPEEDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of La Vernia, Texas is a type-a general law city acting under the authority and pursuant to the laws of the State of Texas; and

**WHEREAS**, Texas Transportation Code Section 311.002 provides a general-law city the exclusive control over the highways, streets, and alleys of the municipality; and

**WHEREAS**, Section 545.352 of the Texas Transportation Code establishes prima facie speed limits in the state of Texas that certain speeds on certain roads are not reasonable and prudent and that speed is unlawful; and

**WHEREAS**, pursuant to Sections 545.356 and 545.353 of the Texas Transportation Code, the City Council is authorized to lower by ordinance the state-mandated speed limit on a city street by performing an engineering and traffic investigation and determining that the prima facie speed limit is unreasonable or unsafe for that street; and

**WHEREAS**, the City Council may determine and declare a reasonable and safe prima facie speed limit there or thereon by the passage of an Ordinance; and

**WHEREAS**, the speed limits set by Ordinance are effective when appropriate signs giving notice are erected at such intersection or other place or part of the street or highway; and

**WHEREAS**, the City Council previously passed Ordinances determining and declaring reasonable and safe prima facie speed limits within the jurisdictional limits of the City of La Vernia; and

**WHEREAS**, the City Council now desires to consolidate and codify all of the speed limit Ordinances previously passed and authorized; and

**WHEREAS**, the City Council determines that the speed limits established herein are reasonable and safe, the traffic control devices and regulation of traffic necessary for public safety and the protection vehicle operators, pedestrians, bicyclists and other users of roadways in the City of La Vernia, Texas; and

**WHEREAS**, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens of the City that the Code regulations relative to traffic control within the City of La Vernia be established as hereinafter stated.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:**

**SECTION 1.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council of La Vernia.

**SECTION 2.** The City of La Vernia, Texas Code of Ordinances is hereby amended by adding the Speed Limits Table as provided in “**EXHIBIT A**”, which is fully incorporated herein by reference.

**SECTION 3. SEVERABILITY.** If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

**SECTION 4. REPEALER.** This ordinance shall be cumulative of all other ordinances of the City of La Vernia, and this ordinance shall not operate to repeal or affect any other ordinances of the City of La Vernia except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed.

**SECTION 5.** This Ordinance shall be construed shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 6.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**SECTION 7.** This Ordinance will take effect upon its adoption by the City Council and publication as necessary.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF LA VERNIA, TEXAS

By: \_\_\_\_\_  
Robert W. Gregory, Mayor



ATTEST:

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Brittani Porter, City Secretary

APPROVED AS TO FORM:

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Denton Navarro Rocha Bernal & Zech, City Attorney

## EXHIBIT A

### MAXIMUM SPEED LIMITS GENERALLY ON SPECIFIED STREETS

As a result of a traffic and engineering survey conducted by the traffic engineer, the maximum, reasonable, safe and prudent speed limit has been found and is hereby declared to be 20 miles per hour on any street in any residential or business district in the city, except as may be otherwise provided in this article. The limits specified in this section shall be lawful, but any speed in excess of such limits shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful.

	Street	Direction of Traffic	Location	Speed Limit (m.p.h.)	Ordinance #
1	U.S. HWY 87	Eastbound and Westbound	14500 Blk US Hwy 87	MAX (70)	54
2	U.S. HWY 87	Eastbound and Westbound	14400 Blk US Hwy 87	MAX (55)	54
3	U.S HWY 87	Eastbound to Westbound	14300-12450 Blk US Hwy 87	MAX (45)	54
4	Farm to Market Road 775	Northeast	From the intersection of Loop 321 to the Northeastern city limit	MAX (35)	2
5	Loop 321 (San Antonio Street)	Southeast	From the intersection of U.S. HWY 87 southeasterly to the intersection of U.S. HWY 87	MAX (35)	2
6	Farm to Market 1346	Southeast	From the northwest city limit southeasterly to the intersection of U.S. HWY 87	MAX (45)	2
7	Farm to Market Road 775 (Bluebonnet Street)	Southbound	From U.S. HWY 87 to the south city limit	MAX (45)	2A 56
8	Farm to Market Road 775 (Bluebonnet Street)	Northbound and Southbound	From the intersection of DL Vest and FM 775 and a point 100 feet Southwest of the intersection of the school property and to FM 775	30 MPH on school days during the hours of 7:00AM to 9:00AM and 3:00PM to 5:00PM, or whenever children are present in the zone, or when such zone has a flashing alternating light in operation	081414-05

9	Jessica Street		Within the Silverado Hills Subdivision	20	020912-02
10	U.S. HWY 87	Eastbound and Westbound	Eastern City Limit	50	101410-01
11	U.S. HWY 87	Eastbound and Westbound	Westerly beyond FM 1346	45	101410-01
12	Farm to Market 775 (Seguin Road)		From the city limits to Chihuahua Street (Loop 321)	35	082709-01
13	Farm to Market 1346	Southeast and Northwest	From U.S. HWY 87 southeasterly to Farm to Market 775	45	051415-01
14					
15					
16					
17					

**ORDINANCE NO. 012722-02**

**AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS DESIGNATING THE LA VERNIA NEWS AS THE CITY'S OFFICIAL NEWSPAPER**

**WHEREAS**, Local Government Code 52.004 requires the City to designate an official newspaper in which to publish all matters required by law or ordinance; and

**WHEREAS**, the La Vernia News qualifies under the criteria set forth and meets the legal requirements as stipulated in LGC, Chapter 42, Section 52.004.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS that:**

1. The La Vernia News is hereby designated as the official newspaper for the City of La Vernia; and
2. The City Administrator or designee is hereby authorized to publish therein all matters required by law or ordinance.

**PASSED AND ADOPTED this 27<sup>th</sup> day of January, 2022.**

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Robert Gregory, Mayor  
City of La Vernia

**ATTEST:**

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Brittani Porter, City Secretary  
City of La Vernia

**APPROVED AS TO FORM:**

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City Attorney  
City of La Vernia

**ORDINANCE NO. 01272022-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, AMENDING CHAPTER TWO ADMINISTRATION ARTICLE III OFFICERS AND EMPLOYEE BY ESTABLISHING THE OFFICE OF CITY ADMINISTRATOR AND PROVIDING FOR THE POWERS, AUTHORITY, AND DUTIES OF SAID CITY ADMINISTRATOR.**

**WHEREAS**, Texas Local Government Code Section 22.071 authorizes a General Law Type A City by ordinance to provide for the appointment of officers of the city; and

**WHEREAS**, Texas Local Government Code Section 22.071 authorizes a General Law Type A City by ordinance to confer specific powers and duties to an officer appointed by the governing body of General Law City; and

**WHEREAS**, the City Council of the City of La Vernia previously determined it was necessary to appoint a City Administrator to administer the City's day to day activities; and

**WHEREAS**, the City Council further finds that such determination should be formally adopted by ordinance and codified.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:**

**Section 1. Findings.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

**Section 2. Adoption.** The City Council of the City of La Vernia, Texas hereby amends the City of La Vernia Code of Ordinances Chapter 2 Administration, Article III Officers and Employees as set forth in the attached "Exhibit A", establishing the office of City Administrator and grants powers, duties and authorities to the City Administrator as required by the City Council not inconsistent with the Constitution of the United States, and the Constitution and Statutory Laws of the State of Texas. The City Administrator may receive salary and benefits as the City Council may approve.

**Section 3. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

**Section 4. Proper Notice and Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**Section 5. Effective Date.** This Ordinance will take effect upon its adoption by the City Council.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF LA VERNIA, TEXAS

By: \_\_\_\_\_  
Robert W. Gregory, Mayor

ATTEST:

\_\_\_\_\_  
Brittani Porter, City Secretary

## EXHIBIT A

### **DIVISION 2. ~~CITY SECRETARY-TREASURER OFFICERS~~**

#### **Sec. 2-310. City Secretary-Treasurer established; powers.**

#### **Sec. 2-314. City Administrator established**

The municipal office of city administrator is hereby created.

#### **Sec. 2-315. Residency in city**

Residency within the city is not required. It is recommended that the city administrator reside within a 60 mile radius from the City so that they are able to respond in the event of an emergency.

#### **Sec. 2-316. Appointment; term**

The city council by majority vote shall appoint the person to fill the office of administrator. The city administrator shall serve at the will of the governing body, as set forth in this Article and as set forth in any employment contract, as applicable. In the absence of an employment contract, such term of office shall continue indefinitely, unless terminated as stated herein or by resignation, subject to state law.

#### **Sec. 2-317. Removal or resignation from office**

(a) The city administrator shall serve at the will of the governing body and may be removed or suspended for lack of confidence at any time, in accordance with Local Government Code section 22.077. The removal is effective only if two-thirds of the city council vote in favor of a resolution declaring the lack of confidence.

(b) The city administrator may be removed from office for incompetency, corruption, misconduct or malfeasance in office by majority vote of the governing body after providing the officer with due notice and an opportunity to be heard.

(c) The city administrator may resign by submitting the resignation in writing to the governing body (city council and mayor). Such resignation is subject to approval and acceptance by the governing body.

#### **Sec. 2-318. Compensation**

The city administrator shall receive the compensation approved by the city council as part of the annual budget and in accordance with any applicable terms and conditions of an approved employment contract, if applicable.

#### **Sec. 2-319. Powers and duties**

The city administrator shall be the chief administrative officer of the city and shall report to the governing body for the proper administration of the affairs of the city and to that end shall be required to accomplish or see to the accomplishment of the following:

- (1) Devote his or her working time and attention to the affairs of the city and be responsible to the governing body for the efficient administration of its affairs;
- (2) See that the applicable laws and all ordinances of the city are enforced;

- (3) Attend all meetings of the governing body with the right to take part in the discussion, but having no vote, and he or she shall be notified of all special and emergency meetings of said governing body;
- (4) See that all terms and conditions imposed in favor of the city and/or its inhabitants in any public franchises are faithfully kept and performed, and upon knowledge of any violation thereof call the same to the attention of the governing body;
- (5) Oversee the preparation of a budget of proposed expenditures for the ensuing year, and ensure that the same is submitted to the governing body, prior to the beginning of each fiscal year;
- (6) Make purchases on behalf of the city without seeking additional approval from the governing body provided the purchase is allowed in the current budget or the amount of such purchase is less than \$ 25,000.00, unless there is an emergency event, in which case the purchase limit is up to \$ 49,999.00, with ratification by City Council at a regular meeting.
- (7) With regard to personnel matters and chain of command, the city administrator shall:
  - (A) Oversee the preparation of job descriptions for all officers and employees of the city;
  - (B) Supervise, provide direction, discipline, hire and fire the employees of all of the departments of the city, including authority to discipline city officers in a manner consistent with the city's personnel policies;
  - (C) Provide direction, assign projects, and conduct business with all department heads, including city secretary, city attorney, city engineer, city marshal, city treasurer, public works director, and municipal judge, and serve as liaison between those department heads and the city council;
  - (D) With regard to any personnel matter that is of public interest, involves termination of an employee, or which may affect the business of the city, the city administrator shall advise the mayor and council electronically on the same day;
  - (E) Prepare and maintain the components of the city's personnel management system and interpret city policies as needed and requested for department heads and employees;
- (8) Act as first alternate to the city secretary for attesting to and countersigning of the mayor's or mayor pro tem's signature on warrants/check payments, as provided under Texas Local Government Code sections 22.073 and 22.074; and
- (9) Do and perform such other duties as may be prescribed by ordinance, resolution, or direction of the governing body of the city.



**ORDINANCE NO. 012722-04**

**AN ORDINANCE CALLING FOR A MUNICIPAL ELECTION ON SATURDAY, MAY 7, 2022 FOR THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS; ESTABLISHING THE PROCEDURE FOR THE GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING TWO (2) ALDERMAN AND ONE (1) MAYOR FOR A TWO (2) YEAR TERM; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DESIGNATION OF OFFICERS FOR SUCH ELECTION; SETTING THE RATE OF PAY FOR THE ELECTION CLERKS; PROVIDING FOR THE MAXIMUM NUMBER OF ELECTION CLERKS; AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD.**

**WHEREAS**, the laws of the State of Texas provide that on May 7, 2022, there shall be a general election for two (2) Alderman and one (1) Mayor for two (2) year terms; and

**WHEREAS**, the Texas Election code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in said election, and designating the voting place for said election; and

**WHEREAS**, the City of La Vernia (the "City") lies within the boundaries of Wilson County; and

**WHEREAS**, the City Council must call for an election to elect its city officials.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:**

**SECTION 1. General Election Ordered.** A general election shall be held on Saturday, May 2, 2020 to elect the following city officers: two (2) Aldermen and one (1) Mayor of the City Council of the City of La Vernia, Texas.

**SECTION 2. Filing Period.** Candidates for the above officers may file their application beginning at 8:00 a.m. January 19, 2022, and shall file their applications by later than 5:00 p.m. February 18, 2022. All candidates for the office to be filled in the election to be held on May 7, 2022, shall file their application to become candidates, with the City Secretary of the City at City Hall, 102 E. Chihuahua Street, La Vernia, Texas, on any weekday that is not a City holiday, between 8:00 a.m. and 5:00 p.m., and all of said applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

**SECTION 3. Write-in Candidates.** A write-in vote may not be counted unless the name written in appears on the list of write-in candidates. To be entitled to a place on the list of write-in candidates, a candidate must make a declaration of write-in candidacy. A declaration of write-in candidacy must be filed with the City Secretary not later than 5:00 p.m. on Tuesday, February 22, 2022.

**SECTION 4. Drawing.** The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. Such drawing will be held at 11 a.m. on Monday, February 28, 2022 in the City Secretary's Office of La Vernia City Hall.

**SECTION 5. Ballots and Printed Materials.** The ballots used for the election shall comply with the Chapter 52 Texas Election Code and be in the form provided by the City for use on the voting devices or on paper ballots. The official ballots, together with such other election materials as are

required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

**SECTION 6. Conduct of Election.** The election judge, alternate judge and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the law governing the holding of general elections by general law cities of the State of Texas.

**SECTION 7. Polling Place.** The polling place for joint election shall be held at the following place:

The City of La Vernia City Hall, Council Chambers  
102 E. Chihuahua Street  
La Vernia, Texas 78121.

**SECTION 8. Election Officer.** The Election Officer is appointed to serve as the City's Election Officer, Joint Early Voting Clerk and the Custodian of Records for the City of La Vernia and to conduct the City's election on May 7, 2022.

As the City's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in the City's election in compliance with state law.

**SECTION 9. Election Judges and Clerks.** The presiding judge, alternate presiding judge and clerks for the election shall be selected and appointed by the City of La Vernia, Texas and its appointees in compliance with the requirements of state law, and such judges and clerks so selected are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judge, alternate presiding judge and clerks shall perform the functions and duties of their respective positions that are provided by state law.

The following named persons are hereby appointed officers for said election:

ELECTION JUDGE: Elaine Schnitz  
308 McCoy  
La Vernia, TX 78121

ALTERNATE JUDGE: Chrystal Coble  
962 CR 352  
La Vernia, TX 78121

In accordance with Section 32.091 of the Texas Election Code, the presiding judge shall be paid the rate of \$15.00 per hour, the alternate judge shall be paid the rate of \$12.50 per hour, and clerks shall be paid the rate of \$10.00 per hour.

There shall be a minimum of two (2) and a maximum of three (3) clerks at the polling place. The poll at the above-designated polling place shall be open from 7:00 a.m. to 7:00 p.m. on said election day.

**SECTION 10. City Secretary.** The City Secretary, or designee, is instructed to acquire and furnish all election supplies and materials necessary to conduct the election. The City Secretary

will serve as Election Officer and Regular Early Voting Clerk for the City to receive requests for applications for early voting ballots. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code.

**SECTION 11. Early Voting.** Early voting, both by personal appearance and by mail, will be conducted in accordance with the Texas Election Code. Early voting by personal appearance for the above designated election shall be at La Vernia City Hall, 102 E. Chihuahua Street, P.O. Box 225, La Vernia, Texas 78121-0225. Early voting will commence on Monday, April 20, 2022, and continue through Tuesday, April 28, 2022.

During the early voting period, the early voting clerk shall keep continuously posted:

1. At the entrance to the room in which the early voting polling place is located, a sign on which is printed in large letters "Early Voting Polling Place"; and
2. In each corridor leading to the entrance to the room in which the early voting polling place is located, 100 feet from the entrance, a sign on which is printed in larger letters "Distance Marker – No electioneering between this point and the entrance to the early voting polling place."

The above described place for early voting is also the early clerk's address to which ballot applications and ballots voted by mail may be sent. Early voting by mail shall be by paper ballots. An applicant for a ballot to be voted by personal appearance must make application at the early voting polling place when the applicant desires to vote. Pursuant to Section 84.007 of the Election Code, an application for a ballot to be voted by mail must be submitted to the early voting clerk by (1) mail; or (2) common or contract carrier. An application by mail must be submitted on or after Tuesday, March 8, 2022 (the 60<sup>th</sup> day before election day) and before the close of regular business in the early voting clerk's office or 12 noon, whichever is later, on Thursday, April 28, 2022 (9<sup>th</sup> day before election day). An application is considered to be submitted at the time of its receipt by the clerk. An applicant for a ballot to be voted by mail may submit his application by delivering it in person to the early voting clerk if the application is submitted no later than the close of regular business in the clerk's office on Friday, April 22, 2022 (the business day before the first day for the period for early voting by personal appearance.) The early voting clerk shall mail without charge an appropriate official application form for an early voting ballot to each person requesting the clerk to send him an application form. The early voting clerk shall review each application for a ballot to be voted by mail. If the applicant is entitled to vote an early voting ballot by mail, the clerk shall provide and official ballot to the applicant as provided by Chapter 86 of the Election Code. If the applicant is not entitled to vote by mail, the clerk shall reject said application in accordance with Section 86.001 of the Texas Election Code. Balloting materials for voting by mail shall be mailed to voters as soon as practicable after the ballots become available but not earlier than Wednesday, March 23, 2022 (the 45<sup>th</sup> day before the election day). A marked ballot voted by mail must arrive at the address on the official carrier envelope for early voting (the City Hall) before the time the polls are required to close on Election Day, May 7, 2022. Voting by mail shall be conducted in accordance with Chapter 86 of the Election Code.

**SECTION 12. Notice of Election.** Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the afore said election day polling places not

later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

**SECTION 13. General.** The Election Officer shall hold said election in accordance with the Texas Election Code, and only resident qualified voters of said City shall be eligible to vote at said election. Returns of said election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 10, 2022 nor later than May 16, 2022.

**SECTION 14. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** this 27<sup>th</sup> day of January, 2022.

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Robert Gregory, Mayor  
City of La Vernia

**ATTEST:**

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Brittani Porter, City Secretary  
City of La Vernia

**APPROVED AS TO FORM:**

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City Attorney's Office  
City of La Vernia

**RESOLUTION NO. R012722-01**

**A RESOLUTION OF THE CITY OF LA VERNIA, TEXAS PROVIDING FOR A UPDATED INVESTMENT POLICY; REPLACING RESOLUTION NO: 022207-B DATED FEBRUARY 22, 2007.**

**WHEREAS**, the City of La Vernia, in accordance to state law, adopted by Resolution an Investment Policy for the City when it approved Resolution 022207-B on February 22, 2007; and

**WHEREAS**, the City is required to review and update its Investment Policy in accordance to Chapter 2256, Texas Government Code, as amended; and

**WHEREAS**, the City has completed its review of the Investment Policy and now wishes to amend its previously approved policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA VERNIA, TEXAS THAT:**

The Investment Policy attached hereto as Exhibit A is hereby adopted.

**PASSED AND APPROVED** this 27<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Robert Gregory, Mayor

**ATTEST:**

\_\_\_\_\_  
Brittani Porter, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney's Office