



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

February 17, 2022
6:30 PM

Please join using this link:

<https://v.ringcentral.com/join/747506274>

Meeting ID: 747506274

Or dial:

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

Access Code / Meeting ID: 747506274

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. Invocation

3. 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)

4. Presentation

- A. Presentation by Armstrong, Vaughn and Associates regarding the FY 2021 Audit.
- B. Presentation by Duane Smith on the completion of the Eagle Scout Project in City Park, Gaga Pits.

5. Discussion Only

- A. Discussion and direction on establishing a K-9 Unit Program within the La Vernia Police Department.
- B. Discussion and direction on signage for the park when closed, to include possible trespass warning/fees.

6. Discussion/Action

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

- C. Discuss and consider approval of the purchase of two (2) police vehicles on the 2023 FY Budget.
- D. Discuss and consider approval of award to replace/construct/install the parking lot at City Park, authorizing City Administrator to execute contract with successful bidder.
- E. Discuss and consider approval on appointing a City Prosecutor to the La Vernia Municipal Court.

7. Ordinance

- A. Discuss and consider approval of Ordinance No. 021722-01, authorizing and allowing, under the act of governing the TMRS, restricted prior service credit to employees
- B. Discuss and consider approval of Ordinance No. 021722-02, extending the West Texas Gas Franchise Agreement for an additional five (5) years.
- C. Discuss and consider approval of Ordinance No. 021722-03, establishing official traffic-control devices at the intersections of FM 775/Country Gardens and FM 775/ Bear Gardens

8. Resolution

- A. Discuss and consider approval on Resolution 021722-01, adopting the Interoperable Communications State Homeland Security Project with E-Grants.

9. Items Specific to Future Line Items on the Agenda

10. 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.

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 **February 14, 2022 at 4:30 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



Signature of Agenda Approval: s/ Brittani Porter
City Secretary

LVPD K-9 Survey of other agencies

1. **Midland PD**-Lt. Angel Kenny 432-889-4726
Reported their K-9 is owned by the city and covered by policy and TML Insurance
City purchased K-9. Suggested we have the dog certified in at least 5 drug odors.
2. **Wilson County District Attorney**-K-9 Officer Daniel Kaufman 830-391-2201
Reported he owns his K-9 but only has a verbal agreement with the DA. DA purchased insurance through Travelers and has policies in place. Sent an agreement over for review but it was only used previously by Floresville PD years ago.
3. **Victoria County Sheriff Office**- K-9 Deputy Jason Boyd 361-935-7318
Reported their K-9 is owned by the agency. Suggested to call Seadrift PD as their K-9 was possibly owned by the handler. Gave the name of K-9 handler Louis Warren to contact.
4. **Seadrift Police Department**-K-9 Officer Louis Warren 361-237-8687
Reported he did own his own K-9 but allowed the city to purchase it for \$1.00 with a policy/agreement he could purchase it back if he left the agency or retired. He stated the city could not find insurance coverage unless the city owned the asset. He stated the agreement had worked out well with no problems. Warren emailed a copy of the agreement/policy to LVPD.
5. **Comal County Constable Office**-K-9 Chief Deputy Kenneth Smith 210-279-1985
Reported their K-9 was bought by the citizens with donated money. The county created a line item for budget that the donated funds go into for K-9 program. The county purchases the K-9 with said funds. Their policy/funding covers the K-9 after the dogs retires and until death. Also covers K-9 funeral expenses. Smith is a certified dog handler/trainer and will certify Officer Hutchinson/K-9 upon request with NDDA and DLE certifications.
6. **Elmendorf Police**-Chief Pena-210-564-7012
Reported he has a K-9 Program in place and the K-9 Officer owns his own dog, however has no MOU and no policies. City covers the Vet, dog food and training. City has insurance coverage on the K-9 but unsure what company issued the policy.
7. Frio County Sherriff's Office and Cibolo PD were called and messages left with no responses.

Based on this information, it appears there are two available options for the K-9 agreement/policy. Drafts of K-9 agreements/policies from Floresville and Seadrift PD have been obtained. One agreement states the dog owner sells the dog to the city for \$ 1.00 dollar with the ability to purchase it back if he/she retires, leaves the agency or is terminated. K-9 policy will also be in place. The second agreement is a contract with the city/k-9 owner to utilize the dog for police purposes and remains the owner. Both drafts are available for review.

Sgt. Donald Keil

**AGREEMENT BETWEEN CITY OF
_____ AND _____ K9 SERVICES**

This (the "Agreement") is entered into as of the ____ day of _____, 20____, by and between the City of _____, 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 Floresville Police Department maintain K9 services which shall be utilized through the _____ 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 _____.

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 one (1) year 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 90 days prior to the end of the current agreement term.

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. The police service dog will be assigned to the _____ Police Department and Canine officer will perform all duties of a patrol officer with the added responsibility of working the police service dog assigned. Said service dog and officer will be responsible for the following:

- 1) Cover calls / officer safety related incidents.

- 2) Pursuits - In accordance with Departmental pursuit policy.
- 3) Cover and respond to radio calls.
- 4) Searches for fleeing and/or concealed suspects.
- 5) Searches for “contraband” as defined as all illegal drugs, alcoholic beverages, firearms and ammunition, and prescription and over-the-counter medication.

(A). Building

(B). Vehicles

(C). Areas suspected of narcotic activity

- 6) Overall responsibility for assigned police service dog in accordance with Departmental policy and procedures.
- 7). Respond to radio calls when and where the police dog’s presence will further field operations goals and objectives.
- 8). Maintain required standards of proficiency for the assigned dog through required training.
- 9) Care for and maintain assigned dog.
- 10) Transports the dog to the veterinarian at any time such care and treatment is required.
- 11) Prepare and submit all appropriate reports and logs pertinent to the daily, weekly, and monthly activities of the K9 assigned service dog.
- 12) Maintain physical appearance and standards as required by Department policy.

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: Deason Animal Hospital,
1712 D street, Floresville, Texas 78114; (830) 393-4567

In the case of emergency treatment, the following 24-hour clinic should normally be utilized:

24-HOUR CLINIC: Becker Animal Hospital
6515 IH-10 San Antonio, Texas 78201; Tel: (210)732-5148

- B. City shall be responsible for maintaining an 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 Commander of Patrol to meet the goals and objectives of the Department and the Canine Unit.

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

La Vernia Police Department

K-9 Policies

Mission and Objectives

1. **INTRODUCTION** The use of Police Service Dogs provides officers with a tactical advantage when searching for criminal suspects. This advantage is an invaluable tool in the rapid detection of criminal suspects and protection of officers, all to the end of assuring the safety of the community. Therefore, a primary function of the deployment of a police service canine is to find and locate suspects, although depending upon the circumstances, deployment of the Police Service Dog for protection and safety purposes may be required. Due to the canine's potential for inflicting injury, utilization of canines requires procedures that properly control their use of force potential and that channel their specialized capabilities into legally acceptable crime prevention and control activities. The canine unit will also provide certified narcotic detection dogs to respond to calls for service from patrol and other bureaus. This Canine Manual contains the policy, procedures, deployment practices, and methods of operation of the La Vernia Police Department Police Department Canine Unit as approved and directed by the La Vernia Police Department Police Chief in addition to the implementation of evolving methods of canine search techniques, criminal apprehension, tactics, and training.
2. **SCOPE** All personnel assigned to the Canine Unit shall abide by the policies, procedures, rules and regulations set forth in this manual. All personnel assigned to the Canine Unit will receive a copy of and familiarize themselves with this Manual. Any deviations from the Canine Manual must be approved by the Canine Unit chain of command.
3. **MISSION STATEMENT** The Canine Unit is committed to the highest ethical standards of the law enforcement profession through professional utilization of the Police Service Dog to enhance the safety of officers and the quality of life for the citizens we serve.
4. **OBJECTIVES**
 - A Develop and maintain highly trained and well-disciplined canine teams capable of maximum operational utilization with minimal exposure to civil liability.
 - B Enhance crime suppression efforts, officer safety, and public safety by providing an effective non-lethal force option to the Department.
 - C The Canine Unit will seek to empower its employees to execute the mission of the Unit as efficiently as possible while adhering to the highest ethical standards.
 - D Endeavor to provide the utmost in quality service to the Patrol Division and specialty details in need of canine assistance.
 - E The Canine Unit will train and maintain narcotic detection dogs to assist patrol with narcotic detection searches when possible and practical.

Canine Selection, Acquisition, Care, and Retirement

1. **PURPOSE** This order establishes guidelines for the selection, purchase, overall care, and retirement of City-owned canines.
2. **SCOPE** This policy applies to all members of the Canine Unit.
3. **DETAILED PROCEDURES**
 - A. **POLICE SERVICE DOG SELECTION CRITERIA**
 - i. The primary factors to be considered when selecting canines for the unit shall be the animal's temperament and physical abilities to provide the desired service of a patrol and/or dual-purpose patrol/narcotic detector dog.
 - ii. Dogs eligible to provide service to the unit will meet the following criteria:

- a. Breed or combination of breeds generally accepted for use in law enforcement. Examples include, but are not limited to, German shepherd, Malinois, and Dutch shepherd.
- b. Successfully pass tests to determine courage, temperament, social ability, ball drive and performance in a building. Other tests may be performed by the Unit Trainer(s) if they deem it necessary.
- c. The canine must not have a history of uncontrolled aggression.
- d. Other factors to be considered during the selection process include:
 - i. Age
 - ii. Weight
 - iii. Sex
 - iv. Level of maturity
 - v. Cost
 - vi. Prior Training
 - vii. Certifications
 - viii. Titles
 - ix. Medical factors
- e. Any deviations from this policy shall be at the discretion of the Chief of Police.

B. TESTING CANDIDATE DOGS

- i. Before a dog is considered for police training, it must be tested and evaluated as to its fitness for police service. The dog must pass the pre-purchase evaluation to determine whether or not it possesses the proper drives, courage, and temperament.
- ii. Unit Trainer should conduct the evaluation. If the dog is accepted into the training program, all evaluation forms will become part of the dog's unit file under the care of the Unit Trainers.
- iii. The final decision to accept or reject a canine purchase will be made by the Chief of Police. The Chief of Police should consult with the Unit Trainer.
- iv. Candidate dogs may be accepted from sources other than vendors. Donated dogs may be accepted in accordance with City and Department policies governing donations.
- v. No City employee who has any fiduciary interest in the breeding, sale, or training of Police Service Dogs in a private capacity may be involved in the purchase or sale of dogs for the La Vernia Police Department Police Department.

C. A SUITABLE CANINE CANDIDATE IS LOCATED

- i. A canine that successfully passes the unit testing process must undergo a physical exam by the contract veterinarian. This includes complete x-rays, dental and fecal test, eye exam, and blood tests. If the contract veterinarian finds no reason to disqualify the dog for physical reasons, the dog will be admitted into the Unit training program.
- ii. Vendors supplying candidate dogs must be willing to provide a written guarantee for the health, workability, and compatibility of the canine for at least six months.
- iii. The Chief of Police may complete a contract between the City and the canine vendor, guaranteeing that the canine will pass certification standards set by the La Vernia Police Department Police Department Canine Unit. Or, the vendor agrees to replace the canine with another or reimburse the City.

D. KENNELING OR HOUSING POLICE CANINES

- i. Officers assigned to the Canine Unit will be allowed to keep their assigned police canines at home with them when not on duty.
 - ii. A Police Service Dog may be housed in an enclosed area approved by a Canine Unit Supervisor, at the canine officer's home. When the canine is kept at the assigned officer's home, the officer will ensure that the canine is in a secure yard with locked gates or a lockable dog run, or lockable kennel or under the officer's direct control. This policy applies whether the officer is home or not at home.
- a. The Sergeant is responsible for conducting inspections of canine accommodations when Police Service Dogs are housed at a location other than city

facilities. Inspections will be documented in the individual officer's supervisory notes.

- b. In cases where the handler is instructed, the canine will be kept, while at home, at all times in a locked area or kennel away from other persons or distractions. This is a common procedure during training
- iii. When the officer has visitors at his home, the canine will be under the direct control of the officer or restricted to an area that is not accessible to other people.
- iv. Police Service Dogs will not be allowed to run unsupervised in public areas, or areas accessible to the public, such as an unfenced yard.

1. While the Police Service Dog's Handler is out of town, or not able to care for the daily needs of a Police Service Dog, the dog will be cared for by an immediate family member with whom the Police Service Dog has bonded (i.e., spouse). A Canine Unit Supervisor will be notified of any arrangements for a police service dog when the handler is unable to personally care for the canine for more 24 hours. If this is not feasible, the dog will be kenneled at the ANIMAL HOSPITAL

- v. While out of service and secured in a home environment, the Police Service Dog will wear a collar identification tag which contains La Vernia Police Department Police Department identification and a phone number to the La Vernia Police Department Police Department.

vi. Handlers are not to use Police Service Dogs for financial gain.

vii. Members of the unit will not permit the breeding of their assigned K-9.

E. **HANDLER DUTIES IF POLICE SERVICE DOG IS INJURED OR ILL**

- i. If a Police Service Dog is injured or ill, the assigned handler will immediately inform his/her supervisor. For 24-hour emergency services, dogs will be taken to any 24-hour emergency animal clinic. **Emergency Animal Clinic**

1. For routine care and pre-purchase examinations, the La Vernia Police Department Police Department Canine Unit is currently using the services of the animal clinic currently caring for the dog.

F. **RETIREMENT OF A POLICE SERVICE DOG**

- i. The retirement of a Police Service Dog will be based on the canine's health, his ability to perform and the canine's age. The final decision on all retirements will be made by the Chief of Police.
- ii. If both the police canine and the officer have been in the Canine Unit in excess of one year, at retirement the officer may purchase his or her canine for one dollar (\$1.00). (See D-02 Addendum A)
- iii. If both the police canine and the officer have been in the Canine Unit in excess of one year and the officer leaves other than for retirement, the decision to allow the purchase of his or her canine will be made on a case-by-case basis by the Chief of Police.
- iv. Dogs may be medically retired on the recommendation of the Department's contract veterinarian.
- v. When it becomes necessary to retire a dog from active duty, the Chief of Police will make an appropriate disposition, considering the following options:
 - a. Purchase of the retired dog for one dollar (\$1.00) by the current handler, providing proper arrangements can be made for the new Police Service Dog.
 - b. Purchase of the dog for one dollar (\$1.00) by a previous handler who is currently a member of the Department.
 - c. Euthanasia
- vi. Police Service Dogs will not normally be placed with any person outside the Department.
- vii. Rabies and Animal Control must be contacted to advise them of the change of ownership of the

- dog from the La Vernia Police Department Police Department to the name of the new owner of the dog.
- viii. The Chief of Police and the officer taking possession of the dog must sign a contract releasing the City of all liability. The original Release of Liability contract will be filed in the Canine Unit office files.
 - a. Copies of the Release of Liability will be made and disseminated as follows:
 - i. The officer taking possession of the dog.
 - ii. Filed in the Police Service Dog's veterinary file.
 - iii. A copy interoffice mailed to Fiscal Management along with a check for one dollar (\$1.00).
 - ix. The decision to retire a Police Service Dog to a handler with a new working dog currently assigned to the Canine Unit will be at the discretion of the Chief of Police some of the things to be considered will be:
 - a. Home conditions
 - b. Other dominant dogs

Training and Certification of Canine Teams

1. **Purpose** The efficiency of a canine program is proportional to the quantity and quality of training that the canine teams receive. Because a dog learns through repetition, it is necessary to continue the team's training once "basic" training is completed. All training should be frequent, ongoing and structured to address the basic skills that a canine team is expected to perform. The purpose of testing the canine team is to select suitable dogs and handlers and to ensure that the newly acquired and also the experienced canine teams meet minimum department standards of performance. A Police Service Dog must be able to perform obedience, search, apprehension, and handler protection skills. In order for a canine team to work the street a performance evaluation is administered at the conclusion of the canine team's basic training.
2. **SCOPE** This policy applies to all canine handlers and assigned canines. All canine teams will undergo continuous training and evaluation throughout their assignment to the unit.
3. **GENERAL DIRECTION** The canine unit strives to develop and maintain highly trained and well disciplined canine teams capable of maximum operational utilization with minimal exposure to civil liability. Training is the key ingredients for achieving this goal. Standards established by the La Vernia Police Department Police Department must be met prior to deploying new canines on the street. La Vernia Police Department Police Department standards are enumerated in this policy. Canine teams are required to pass all five events. ^[1]_{SEP}The La Vernia Police Department canine unit has shall team with the National Narcotic Detector Dog Association (NNDDA.) The NNDDA is also recognized as an industry standard in certifying narcotic detector dogs. On an annual basis, La Vernia Police Department Police Department canine teams will undergo certification through the NNDDA. By having, nationally recognized certifications, scheduled approximately 12 months apart, the unit's detector dogs are assured the highest level of credibility.
4. **DEFINITIONS Heel:** The dog moves in a forward motion alongside the handler (dog may heel on either side of the handler, but must remain on the same side throughout the certification). The dog is commanded to down or sit (handler's choice) while the handler continues in a forward motion, leaving the dog.
5. ^[1]_{SEP}**Stay on Gunfire:** The dog must stay, either in a down or sit (handler's choice) while a decoy fires one round from a starter pistol or handgun.
6. ^[1]_{SEP}**Pick-up:** While approaching the dog, the handler commands the dog to heel while continuing in motion.
7. ^[1]_{SEP}**Tactical Entry or Search:** Upon entering a building or while conducting a search, the Canine team must be tactical for the safety of the team and/or backup officers.
8. ^[1]_{SEP}**Indication/Alert:** A noticeable physical and/or audible response from the dog.
9. ^[1]_{SEP}**K-9 Team:** The handler and dog combined. ^[1]_{SEP}
10. **Temperament Test:** The dog must apprehend the decoy while the decoy is attempting to "drive" the dog away by swatting at the dog with a padded stick, which does not cause injury to the dog.
11. **DETAILED PROCEDURES**
 - A. Training will be conducted from current training outlines approved by the Chief of Police and maintained

by the Sergeant. Training outlines will be reviewed and updated by July 1 of each year by the Training Sergeant.

B. Upon assignment to the canine unit, handlers will receive formal instruction in the following topics. These topics are contained within the Unit training outlines. New handlers must complete the prescribed training and must successfully meet all course requirements.

- i. Canine Unit policy and procedures
- ii. Use of force and deployment guidelines
- iii. Canine care and nutrition
- iv. Care and use of canine equipment
- v. First aid
- vi. Documentation of training / deployment records
- vii. Officer safety and tactics
- viii. Safety during training
- ix. Legal issues
- x. Decoy / agitator familiarization
- xi. Civil liability
- xii. Court testimony's
- xiii. Canine handler report writing
- xiv. Basic obedience skills for canines
- xv. Advanced obedience
- xvi. Apprehension techniques
- xvii. Canine obstacle course
- xviii. Theory of scent and scent characteristics
- xix. Field and area searches
- xx. Fenced yard search
- xxi. Building searches
- xxii. High risk vehicle stops and clearances
- xxiii. Tactical operations
- xxiv. Completion of scenario exercises
- xxv. Certification criteria
- xxvi. Tracking Techniques
- xxvii. Article Searches
- xxviii. Recognizing the canines alert.
- xxix. K9 VISUAL PRO data entry for deployments and training
- xxx. Narcotic Detection (if applicable)

C. CANINE TEAM BASIC STANDARDS

- i. In conjunction with the above-mentioned topics, new canine teams will receive daily training in obedience, building search, area search, criminal apprehension, tracking, article search and temperament. The minimum requirement of new canine teams is to meet all of the listed standards. Once they have met the listed standards canine teams will be authorized to work the streets.
- ii. Canine teams will be tested by the Unit Trainer(s) according to La Vernia Police Department Police Department standards as they are enumerated in this order. Performance of these standards will be witnessed by Unit Supervisors and the Unit Trainer(s).
- iii. Canine teams must successfully pass all of the five events. The five events are:
 - a. **Obedience:** Is the foundation for controlling the Police Service Dog. In typical deployment situations, as well as patterned behavior routines, the dog must respond to the canine officer's verbal and/or signal commands. The dog should respond to reinforcement from the handler, both positive (reward) reinforcement, and negative (corrective) reinforcement.

- i. The obedience event documents control of the dog while heeling, during distance commands and with a distraction of gunfire.
 - ii. The obedience event will be conducted off lead and directed by a canine trainer. The lead will be secured to the handler's person.
 - iii. The exercise begins at the start line when the handler initially heels the dog. The team will heel at least 50 feet and make a right or left turn as directed by the trainer. The team will heel at least another 50 feet in that direction and then make an about turn. After the turn the team will heel at least 50 feet and make a right or left turn and head in the direction of the starting point. After this turn the trainer will direct the handler to "drop off" the dog and the handler will continue walking, leaving the dog at this point (down or sit, handler's choice). Once the handler is away from the dog the trainer will direct him to do an about turn, continuing back toward the dog. At this time a shot from a blank gun will be fired from a person out of sight of the dog and at least 100 feet from the start line. The dog must not move from the original position. The handler shall continue walking past the dog and at the trainer's direction will make another turn and "pickup" the dog, continuing in motion toward the start line. Once at the start line the team will be directed to do an about turn and stop in a heel position. The handler will then give the dog a series of "down" and "sit" commands. These commands will be given in voice, hand signal, and hand with voice. The handler will then give the dog a "stay" command and the handler will walk out 20 yards and turn to face the dog. The same series of "down" and "sit" commands will be given to the dog at this distance using the voice, hand signal, and hand with voice commands. At the direction of the trainer the handler will "recall" the dog with a "down in motion" and once the dog is in the "down" position the dog will be recalled all the way to the handler and will finish in the heel position.
- b. **Building Search Event:** Documents control of the dog during deployment. It also tests the tactical abilities of the Handler during the search of a building. The canine team is observed on the deployment, ability to read the canine, tactics, and indication / audible alert on the decoy or the effectiveness of the bite and hold.
- i. The Building Search Event documents control of the dog during deployment. It also tests the tactical abilities of the Handler during the search of a building. The canine team is observed on the deployment, ability to read the canine, tactics, and indication / audible alert on the decoy or the effectiveness of the bite and hold.
 - ii. The building search event will be conducted for a decoy, which was placed at least 30 minutes prior to the start of the search. The search will begin when the handler gives a verbal warning to the hidden decoy that a police canine is about to be deployed. The decoy may be a civil find or a bite situation. The decoy will be in a location where the dog and handler cannot see the decoy and the building should be dark, if possible. If the decoy is in a civil find the dog will give an audible alert or indication on the decoys hidden location. This alert should be obvious to the trainer(s). If the decoy is hidden in a bite situation the dog will find and effectively bite and hold until commanded to "out from the bite" by the handler. The dog should work confidently on his own regardless of distance from the handler but also take directions

from the handler during the search.

- iii. The handler shall give a verbal canine warning to the suspect prior to deploying the dog to search.
- iv. During the search, the handler must use good tactics.
- v. The correct indication of a "find" must be made in order to pass this event.
- vi. There are no limits placed on the size of the building nor are time limits placed on the find.
- c. **Area Search Event:** Documents control of the dog during deployment and the tactical abilities of the handler while searching for a suspect who is concealed from the canine team in a large fenced area. The canine team is observed on deployment, tactics, handler's ability to read the canine, the dog's audible alert/indication, or the bite and hold, and the search pattern used by the handler.
 - i. The area to search will be a large fenced lot, containing numerous locations to hide a decoy. The search will be conducted off lead.
 - ii. The search will be for a decoy, which was placed at least thirty minutes prior to the first team conducting the search.
 - iii. The decoy will be in a civil find or a bite situation, and will be placed in a location where he/she cannot be seen.
 - iv. The canine team will leave the start line and may deploy into the area from any location as to take advantage of the wind direction.
 - v. The handler will give a canine warning to the suspect prior to deploying the dog to search.
 - vi. During the search the handler must use good tactics.
 - vii. The correct indication of a "find" must be made in order to pass this event.
 - viii. There are no limits placed on the size of the area nor are there time limits placed on the find.
- d. **Criminal Apprehension:** Documents control of the canine during the apprehension of a fleeing suspect. The team is evaluated on the pursuit, recall, bite, and the "out" from the bite.
 - i. Recall Phase (running out): The Recall Phase will begin with the canine team at the start line. The handler will remain stationary at the start line during the entire phase. The handler may hold the dog at the start line until the dog is released for the apprehension. The decoy will be concealed forty-five yards (45) away from the start line. At the direction of the trainer, the decoy will appear and walk away from the canine team. The handler will send the dog for the apprehension. After the dog crosses the fifteen-yard (15) marker, or at the direction of the trainer, the decoy will cease movement and the handler will recall the canine. The dog must stop his pursuit of the decoy and return to the handler without touching the decoy.
 - ii. Apprehension Phase: The Apprehension Phase will begin at the start line. The handler may hold the dog at the start line until the dog is released for the apprehension. The decoy will be concealed forty-five yards (45) away from the start line. At the direction of the trainer, the decoy will appear and face the canine team. When the decoy appears from

concealment, the handler will verbally challenge the decoy. The decoy will then turn and run away, at which time the handler will command the dog to apprehend. Upon release of the canine, the handler may proceed down toward the decoy and dog. When the handler reaches the area of the decoy, the handler will verbally command the dog to release the bite. The handler may not touch the dog during the "out". Upon release of the bite, the handler will position the dog approximately ten feet (10) from the decoy. The handler will approach the decoy and do a "pat down". After the "pat down" the handler will return to the dog. During the "pat down" the canine must remain stationary and not make contact with the decoy. If the canine makes contact with the suspect at any time during the "pat down" exercise, the canine team will fail the frisk. The canine must release the bite on verbal command to pass this event.

- e. **Temperament Test:** Documents the courage of the canine during the apprehension of a fleeing suspect while the suspect is attempting to scare the dog away with a stick. The dog must be courageous during the apprehension and hold the bite while the suspect strikes the dog with a stick in order to pass this event and obtain certification. None of the strikes will be of the type to cause injury to the dog.
- i. This phase will be conducted off lead. The canine team will begin at a start line. A decoy in a bite suit armed with a padded stick will move from behind concealment and begin to walk away from the team. The handler may hold the dog at this time. The handler shall warn the decoy of the impending use of the canine to apprehend the decoy and the decoy will then begin to run away from the team. The handler shall command the dog to apprehend the decoy. After the Canine has crossed the fifteen-yard (15) marker, the handler may proceed toward the decoy. After an approximate distance of ten yards (10), the decoy will turn about and aggressively approach the dog in an attempt to drive the dog away. As the dog apprehends the decoy, the decoy will apply a stick hit to the side of the dog in an attempt to drive the dog from the bite. The dog may then be removed from the bite and the event is concluded.
- iv. Decoys are required to wear appropriate protective equipment when assisting with bite work. All decoys must be experienced, and will be picked by Unit Trainer(s) with the approval of the Training Sergeant.
- v. No electric collars will be used during certification or without the approval of the training Sergeant.

D. MAINTENANCE TRAINING OF CERTIFIED CANINE TEAMS

- i. On-going maintenance training is necessary to ensure that canine teams continue to meet department standards, and is crucial to the effectiveness of the canine unit by ensuring readiness of the handler and his/her dog. All unit training will be conducted while on duty. Handlers will be available to respond to radio calls requiring a canine team. The unit will strive to conduct in service training for Police Service Dogs as follows:
 - a. Weekly patrol training will consist of four hours per week.
 - b. Dual purpose teams shall complete additional training hours per week to maintain proficiency in any secondary profile.
 - c. Individual daily training should consist of an average of twenty to thirty minutes per

work day.

- ii. Canine teams (the Handler and Police Service Dog) will be continuously evaluated for proper performance. Trainers will evaluate and document weekly maintenance-training performance on the K9 5.0 computer system.
- iii. Data Entry: All training will be entered into the system within five days. If any handler is unable to get the training entered within five days they will notify the Sergeant. The training will be entered into one of the following seven categories:
 - a. Narcotics
 - b. Patrol Training
 - c. Demos
 - d. Tracking
 - e. Article Searches
 - f.
- iv. At any time, a canine team can be evaluated and/or removed from street duty for training at the request of the Chief of Police or the Sergeant. This may be necessary to correct deficiencies in any of the above standards.

E. **ATTENDANCE AT TRAINING SESSIONS**

- i. Canine handlers will attend all training sessions as directed by canine unit supervisors. Any deviation from the required training hours will require approval of a supervisor. It is the canine handler's responsibility to attend or obtain the minimum number of training hours required for their assigned canine.
- ii. Handlers must obtain supervisory approval, in advance, to be excused from training. Handlers requesting time off on a training day, must at the time of the request, advise their Sergeant that a training session will be missed.
- iii. Trainers requesting time off on a training day must have the request approved by the trainer's immediate supervisor. Requests should be submitted as far in advance as possible to allow the supervisor time to schedule a relief trainer.
- iv. Additional time will be allocated during each training session to address specific problems encountered in canine teams.

F. **ANNUAL NNDDA CANINE RECERTIFICATION**

- i. On an annual basis, each canine team will be evaluated and certified by the NNDDA.
- ii. The evaluation team will consist of two certified NNDDA evaluators.
- iii. The evaluation will be based upon the NNDDA standards which are contained in the appendix.
- iv. New K-9 teams will be allowed to work the street once they have met all the La Vernia Police Department Police Department canine standards. New K-9 teams must pass the NNDDA certification test within 6 months after being certified to continue working the street.
- v. All canine teams will be required to pass NNDDA patrol certification annually. If a canine team fails to pass the certification test on the first attempt the decision to remove the canine team from the street will be at the discretion of the Chief of Police, with input from the Sergeant and the Unit Trainer(s). The area of the certification failed along with the dog's previous performance and the training records of the team will be used in making the decision. In all cases a remedial training program will be set up by the unit trainer(s) that will include a minimum of eight hours of remedial training in the failed exercise. After a period of not less than five days, the team will be re-tested by an NNDDA evaluator. Upon failing certification, a second time, the team will be removed from the street. The team will again receive customized remedial training from the unit trainer(s) for not less than five days in the failed exercise prior to re-testing. If a team is unable to

pass the certification test after the third time the team's status will be evaluated by the Chief of Police.

All drug detector dogs will certify through the NNDDA on an annual basis. Each team MUST pass certification to continue working in a detector team capacity. If a team fails to certify, the unit trainer(s) will set up remedial training for the team and address any deficiencies. The team may resume working in a detector team capacity only after passing certification through NNDDA.

G. FORMAL DECERTIFICATION PROCESS

- i. In the event that remedial training by the Unit Trainer fails to correct deficiencies rendering the canine unable to meet the La Vernia Police Department Police Department standards or NNDDA standards, de-certification procedures will be initiated. The Unit Trainer should provide all training documentation, failed test documentation, and a written recommendation to the Chief of Police.
- ii. In the event a canine handler is experiencing performance related problems rendering him/her unable to pass the NNDDA certification, a review of the handler's performance will be conducted by the Unit Trainer, and Sergeant. If, after a reasonable attempt to correct the performance deficiency with remedial training the handler is still unable to pass NNDDA certification

Deployment and Application of the Police Canine

1. **PURPOSE** This policy establishes guidelines for the deployment and application of police service dogs.
2. **SCOPE** This policy applies to all Canine Unit personnel.
3. **GENERAL DIRECTION** The police service dog is a tool that can be used for a variety of law enforcement functions. The dog's enormous capacity to scent provides officers with a resource that can assist them in locating hiding or fleeing people, narcotics, and lost or discarded property. Due to the dog's physical capabilities, he can also be used as a method of force, when reasonable, against criminals or suicidal subjects.
4. **DEFINITIONS Deployment:** A "deployment" is defined as any time the police service dog is used to perform a law enforcement function for which the canine has been specially trained or certified to complete. This does not include training sessions, breaks, demonstrations, or similar activities.
5. **Application:** Using a police service dog as a means of force other than the canine's mere presence.
6. **Audible Alert:** Barking, or similar signal, given by the dog to indicate that he has located either a person or a person's odor when that person is in close proximity.
7. **K-9 Arrest:** An arrest where the dog was a significant and essential component of that arrest i.e. dog locating hiding suspect, dog was used as force against suspect, dog's presence was primarily and clearly reason suspect submitted to arrest.
8. **Article Search:** A canine may be used to assist in locating lost or discarded evidence or other property.
9. **Tracking:** A canine may be used to attempt to locate suspects from their last known location, to a designated conclusion; this skill may be used even when there is no description of the outstanding suspects.
10. **Use of Force:** The canine may be used, as a means of force when, based on the totality of circumstances, known to the officer at the time, it appears objectively reasonable to do so. The guiding principal shall be that set forth in the U.S. Supreme court decision in *Graham v. Connor*, 490 U.S. 386(1989). Handler's will constantly evaluate and re-evaluate the reasonableness and necessity of force throughout all deployments.
11. **DETAILED PROCEDURE:**
 - A. The use of the Police Service Dog provides officers with a tactical advantage when searching for criminal suspects. This advantage is an invaluable tool in the rapid detection of criminal suspects and protection of officers, all to the end of assuring the safety of the community. Therefore, a primary function of the deployment of a police service dog is to locate suspects, although depending upon the circumstances, application of the police service dog for protection and safety purposes may be required.

B. **Graham vs. Connor** “The U.S. Supreme Court in *Graham v. Connor*, 490 U.S. 386 (1989), acknowledged that the “reasonableness” test in analyzing the use of force is “not capable of precise definition or mechanical application.” For that reason, in determining whether an officer’s use of force is reasonable in a particular case, it is necessary to evaluate the facts and circumstances’, confronting the officer at the time force was used. The evaluation of an officer’s use of force will be undertaken from the perspective of a reasonable officer on the scene, not through the 20/20 vision of hindsight. ^[1]~~SEP~~ The central inquiry in every use of force case is whether the amount of force used by the officer was objectively reasonable in light of the particular circumstances faced by the officer. Taking into consideration the totality of the circumstances, using the information available to the officer at the time of the incident, a three-part test should be used to satisfy and justify a canine application:

- i. The severity of the crime at issue;
- ii. Whether the suspect poses an immediate threat to the safety of the law enforcement officers or others;
- iii. Whether the suspect is actively resisting arrest or attempting to evade arrest by flight.

C. **Canine Announcements:**

- i. Canine announcement shall be made before releasing a dog to search, make a physical apprehension, or while in such close proximity to a suspect that a canine use of force is likely. Canine announcements are made to prevent innocent people from inadvertently being injured by the canine and to allow the suspect(s) additional opportunity to surrender. Only if the officer has specific and articulable facts to indicate that making a canine announcement would put the officers or the public in additional and un-necessary danger can the announcement be foregone.
 - a. Announcements shall be made in a loud and clear manner.
 - b. Officers shall wait sufficient time to ensure that anyone within the search area has ample opportunity to comply with instructions.
 - c. Officers should make additional canine announcements as they progress through a search, especially when entering new or separated areas where prior announcements may not have been heard.

D. **Physical Apprehensions:**

- i. Intentional canine apprehension: If a Police Service Dog makes a physical apprehension, the dog must be recalled or otherwise restrained as soon as the suspect is in custody or no longer poses a reasonable threat.
- ii. Non-intention apprehensions: If a Police Service Dog makes a non-intention physical apprehension, the dog must be recalled or otherwise restrained immediately.

E. **Factors Used to Determine the Reasonableness of Force**

- i. It is recognized that officers are expected to make split-second decisions and that the amount of time available to evaluate and respond to changing circumstances may impact the decision. While various degrees of force exist, each officer is expected to use that degree of force, which is reasonable under the circumstances, to successfully accomplish the legitimate law enforcement purpose in accordance with this policy. Factors which determine the reasonable use of force include, but are not limited to:
 - a. The conduct of the individual being confronted (as reasonably perceived by the officer at the time)
 - b. Multiple subjects
 - c. Location, terrain, lighting conditions

- d. Officer/subject factors (age, size, relative strength, skill level, injury/exhaustion)
- e. Influence of drugs/alcohol (mental capacity, sensation of pain)
- f. Proximity of weapons or unknown weapons
- g. Availability of other options (reasonably available to the officers under the circumstances)
- i. O. C., Air Taser, Body Bunker, Stun bag shotgun
- h. Seriousness of the suspected offense or reason for contact with the subject
- i. Special knowledge/imminent danger
- j. Training and experience of the officer
- k. Potential for injury to citizens, officers and suspects
- l. Risk of escape
- m. Other exigent circumstances

ii.
F.

G. **Canine Deployments Satisfying Graham vs. Connor**

- i. Canines may be used to search for (locate) and apprehend suspects under the following conditions:
 - a. Canine handlers will make a reasonable effort to locate suspects with minimum risk to Police Department employees, citizens and to the suspect.
 - b. Prior to the deployment of the canine, the handler must have sufficient information based on sources such as radio transmissions, statements by victims, witnesses and/or officers to establish as conclusive as possible that the suspect was involved in the crime.
 - c. The handler will ensure that the three-part test of Graham vs. Connor has been met.
 - d. The handler will make a reasonable effort to ensure that there are no innocent third parties in the area where the canine will be applied.

ii.
H.

I. **Canine Deployments Not Satisfying Graham vs. Connor**

- i. A search may be conducted for misdemeanor suspect(s), lost or missing persons, suspicious persons, or, when in the opinion of the handler it is in the best interest of the department and/or the community. When a search is conducted for misdemeanor suspect(s) or felony suspect(s) who do not meet the three-part test of Graham v. Connor the following procedures will be followed:
 - a. The police service dog will remain on-lead.
 - b. The police service dog will not be released on a fleeing suspect.
 - c. Once the suspect has been located the police service dog will be kept at a safe distance to prevent the police service dog contacting the suspect(s). Officers assisting in the search will take the suspect into custody.
 - d. The handler will avoid taking the police service dog into areas where the opportunity for a short lead injury is likely.
 - e. When possible, another Canine Handler will accompany the primary handler during searches for misdemeanor suspect(s), or felony suspect(s) that do not meet the

three-part test of *Graham v. Connor*.

- f. If at any time a handler is uncertain about conducting a search under these circumstances a canine unit supervisor will be contacted to discuss the details.

J.

K. **Patrol Tactics**

- i. Canine teams are not deployed as regular patrol units; however, they can easily become involved in many different tactical/patrol situations. In a case where the canine handler is in imminent danger, the Police Service Dog is trained to protect the canine handler and when necessary, should be used.
- ii. Absent a Canine Unit supervisor, during a deployment, the canine handler has primary responsibility for directing the activities of the search team.
- iii. In the event of a conflict between a non-canine unit supervisor and a canine handler regarding a deployment, the handler will summon a canine unit supervisor. If a canine unit supervisor is unavailable, ultimate authority to deploy the police service dog rests with the handler.
- iv. Whenever possible, the officers handling the original call or incident will assist the search team. This enhances immediate suspect identification, ensures continuity and increases experience in canine searches over a broader range of patrol officers. However, based upon the tactical considerations of the incident, search teams may be comprised of Patrol, Canine, or Special Assignments Unit (SAU) personnel. A Canine Unit supervisor will determine the composition of the search team(s) and direct their activities. In the event a Canine Unit supervisor is unavailable, a canine handler will direct the search.
- v. Suspect searches are considered pre-planned activities, and as such, all canine unit personnel will wear protective body armor while searching.
- vi. Absent the presence of a canine unit supervisor to direct the search team, the use of a shotgun or rifle by search team officers shall be at the discretion of the canine handler.
- vii. Prior to initiating the search, the search team officers shall be briefed by the canine unit supervisor or the handler on the general search pattern and tactical plan. The information should include the following points:
 - a. Whether the search is on or off-leash.
 - b. The handler will watch the Police Service Dog.
 - c. The officers are there for handler protection to provide a tactical advantage when locating the suspect.
 - d. The officers are to stay with the handler.
 - e. The officers must follow the directions issued by the handler.
 - f. In case of an altercation between the Police Service Dog and the suspect or the handler and the suspect, search team officers shall maintain an advantageous position and stand by until directed to take action by the handler. This reduces the chances for injury to all involved parties. The handler will call the Police Service Dog back to his/her side when the subject has ceased the altercation or attempt to escape.
- g. Once a suspect is located and/or the Police Service Dog is recalled, it is the search team officers' responsibility to take control of the suspect.
- h. Should the suspect attempt to escape the search team officers should not give chase. The search team officers should follow the directions of the canine handler.

- i. When searching areas where the canine will not likely be used, the Police Service Dog shall be controlled prior to entering those locations to prevent the dog's reaction to search team members when confronting a suspect. This procedure is designed to protect those involved in the search.
- j. There are additional considerations in a search plan when the suspect is known to be armed:
 - i. If there is any indication the suspect is probably armed and isolated, tactical options for requesting the SWAT should be considered. There are often borderline cases where SWAT may not respond and the incident becomes a Patrol situation requiring canine assistance. These situations should be thoroughly discussed between the on-scene commander and the canine supervisor to avoid any unnecessary deployment of the canine team.
- k. Unit members will have on their person in their possession a ballistic helmet, eye protection, and a long lead when deploying.
- l. Canine vehicles will be equipped with a divider screen that allows the handler to restrict the canine to the rear portion of the vehicle. The screen will be closed any time there are non-canine unit personnel riding in the vehicle. Whether the door is open or closed at other times is at the discretion of the handler.
- viii. If the search dog gives a positive alert identifying a suspect's location, all members of the search team are to take positions of advantage. The handler shall call the canine back and gain physical control of the animal, if tactically sound and can be done safely. The handler will consider all reasonable response options available to them at the time. The use of oleoresin capsicum spray, Air Taser, or a bunker will be considered, if applicable. Tactical considerations may preclude recalling of the search dog until the search team members have taken positions of cover. The canine may be used as a tactical tool in appropriate circumstances. Appropriate arrest and control tactics shall then be utilized to apprehend the suspect as safely as possible.

L. Restrictions on Use of Police Service Dogs

- i. It is important that handlers understand the potential for civil liability any time a Police Service Dog is deployed. When a dog is used to effect an arrest, or in some other law enforcement capacity, it represents a utilization of force as defined by Operations Order 1.5. Police Service Dogs will not be deployed to:
 - a. Search for other animals.
 - b. Apprehend a mentally disturbed person when a crime is not involved.
 - i. The Arizona Revised Statutes does allow for a use of force to be applied to stop or detain a suicidal subject. This does allow the canine to be applied under such circumstances.
 - c. No person shall work or train a Police Service Dog without prior approval of a Canine Unit Supervisor.
 - d. When a handler takes his police service dog into any building, including a city facility the handler is responsible for controlling the police service dog at all times.
 - e. Handlers should normally park their vehicles in such a way as to limit public access to the Police Service Dog.
 - f. Police Service Dogs should generally not be taken into crowded public places (bars, theaters, restaurants, etc.)

- g. All non-emergency, out-of-county travel utilizing the dog and/or police vehicle must have prior approval of the Chief of Police.

M. **Crowd Control**

- i. Canine teams will not be used for crowd control at peaceful demonstrations. Canines will not normally be used for crowd control unless it is necessary to protect life or property during a riot or other major unauthorized gathering that cannot be controlled by other means. Whenever possible, permission will first be obtained from the Sargent or Chief. In these situations, canine teams will:
 - a. Be short leashed at all times unless no other means are available to protect an individual from serious injury.
 - b. Not initiate any offensive action, unless to guard against imminent loss of life or serious bodily injury.

Reporting Canine Use of Force and Accidental Bite Incidents

1. **Purpose** This policy establishes guidelines for reporting and documenting canine use of force and accidental bite incidents.
2. **SCOPE** This policy applies to all personnel assigned to the Tactical Support Bureau Canine Unit.
3. **GENERAL DIRECTION** Officers who deploy their assigned canine as a use of force tool will prepare a detailed, accurate report describing the force used and all of the circumstances and facts involving the use of that force. It is important that all details regarding the bite incident are documented in the report at the time of occurrence. In all cases involving a bite where the safety of the officer or others was a concern, officers should document each and every fact or circumstance that gave rise to that concern. Conclusionary assertions in a report such as "I feared for my safety" or "it would have been hazardous for me to go into the building" should be supported by the factual circumstances that gave rise to those concerns. A detailed account of the actions of the suspect, a detailed description of the location where a suspect was hiding or believed to be hiding, lighting conditions, and the officer's prior experience with similar suspects, are all relevant factors bearing on the issue of whether the use of the canine was reasonable. In some cases, it may be helpful if photographs are taken of the area where the suspect was apprehended.
4. **DEFINITIONS**
 - Canine bite:** For reporting purposes, a dog bite shall be defined as any gripping of a person's body by the dog's mouth, irrespective of injury.
 - Canine caused injury:** Any injury caused by a canine that is not a bite. This includes knocking a person down, scratches, or abrasions.
 - Property Damage:** Any property damage caused by the canine team. This includes any items bitten or broken by the canine or canine team during the search, or damage done to gain access to buildings, fenced yards, or damage to items of clothing.
5. **DETAILED PROCEDURES**
 - A. **OFFICER RESPONSIBILITIES (Canine Use of Force or Property Damage Incident)**
 - i. As soon as reasonably possible, canine handlers will notify a canine unit supervisor of the incident.
 - ii. Canine officers will complete a departmental report documenting the incident and describe the canine inflicted injury.
 - iii. Canine officers will request the Fire Department when needed for treatment of injuries.
- A. **SUPERVISOR RESPONSIBILITIES**
 - a. The Canine Unit Supervisor who is covering will investigate the canine use of force and document the

incident on a Use of Force/Injured Prisoner Report. The supervisor may respond to the scene and conduct an interview with the injured prisoner. The supervisor's Use of Force/Injured Prisoner Report will be attached to the canine officer's Departmental Report and the packet forwarded to the Chief of Police within seven days.

- b. The canine unit supervisor will notify the Chief of Police. Supervisors will ensure that photographs are taken of all injuries sustained by the bite victim. In some cases, photographs of the scene may be of benefit to help clarify the investigation.
- c. Sergeant will, in the form of an e-mail, summarize the incident, which led to the canine caused injury. The e-mail will be forwarded Chief of Police.
- d. The Chief of police will review the supervisor's Use of Force. He may review the circumstances of the incident with the Canine Handler and his/her supervisor. This review could include a walk through at the scene of the canine apprehension. If the use of force appears to be within policy, a recommendation will be made to the Sergeant file the supervisor's Use of Force report.
- e. In the event a canine use of force incident does not appear to be in policy, the incident will be investigated as deemed necessary by the Bureau Commander. All canine applications will be reviewed in accordance with Department Operations Order for Use of Force. A copy of the Use of Force/Injured Prisoner Report and canine handler's departmental report will be filed by the investigating supervisor in the canine unit filing cabinet.
- f. Sergeant will assign a case number beginning with the year, followed by the sequential order of the injury (01-001, 01-002, etc. These files will be maintained for a period of five years.

A. ACCIDENTAL CANINE INFLICTED INJURIES

- a. The handler has responsibility for the Police Service Dog and its actions. The handler will exercise control over his/her dog at all times. All accidental canine caused injuries will be thoroughly reviewed with emphasis on preventing additional accidents. Incidents will be reviewed by Sergeant, and the Chief of Police. In the event of an accidental canine inflicted injury, excluding minor training related incidents, officers will complete a memorandum documenting the incident. An injured person report will also be written if the injured person is not a sworn officer.
- a. A supervisor will investigate the accidental bite. The Chief of Police will be advised the date the incident occurred.
- b. The supervisor's investigation will include an interview of the bite victim.
- c. If the bite victim is a city employee, the canine supervisor will ensure that industrial paperwork is completed if necessary.
- d. If the bite victim is a city employee, he/she will complete a memorandum.
- e. In the event a non-arrested person receives injuries, arrangements will be made by the supervisor to transport the injured person to the closest medical facility if necessary
- f. The investigating supervisor will ensure that photographs of all injuries sustained by the bite victim are included as part of the investigation.
- g. The investigating supervisor will contact the Incident Review Unit the same date the incident occurred.
- h. Sergeant will, in the form of an e-mail, summarize the incident which led to the canine caused injury. This e-mail will be sent to the Chief of Police on the date of the injury.
- i. The investigating supervisor will ensure that contracted animal clinic are contacted.
- j. Prior to returning the canine to duty, the Unit Trainer(s) will conduct obedience testing to determine if the canine is experiencing a control or obedience deficiency. This procedure will be witnessed by a Unit Supervisor who will make the final decision as to whether or

not to immediately return the dog to full duty. If it is determined that a training or obedience issue exists, the canine will undergo remedial training. The incident will be documented in the canine training records.

- k. Sergeant will assign each accidental injury a number beginning with the year, followed by the sequential order of the injury (01-001, 01-002 etc.) and file them in the canine unit filing cabinet. Sergeant will log each injury by number in the unit's computer system.
- b. In the event of an accidental canine inflicted injury during training an on duty canine unit supervisor will be notified immediately. If a Canine Sergeant is not on duty, the on-call Sergeant will be notified. The canine unit supervisor will determine if the extent of the injury requires any further action. The Chief of Police will be notified of all canine related injuries.

B. Reporting of canine inflicted injury

- a. All reports involving canine related injury will have the appropriate sections completed, i.e. injury, use of force, suspect information etc.
- b. The narrative section of the report will contain a detailed pre-synopsis which will include the following information if applicable.
 - a. All members of the search team, including serial numbers.
 - b. Name and serial number of on scene supervisor or Canine Unit supervisor.
 - c. Details on the location of the area searched.
 - d. Canine related announcements will be documented, including the number of announcements and who gave them.
 - e. A detailed description of the location where the apprehension took place.
 - f. A description of the injury type and the area of the body injured.
 - g. Information on the photographer and the disposition of the photographs.
 - h. Treatment related information to include first aid, fire department personnel, hospital location and disposition of the injured person.
 - i. All known suspect information.
 - j. All information known to the canine handler prior to conducting the search. This will include known elements of Graham vs. Connor and information provided on the suspect's description. Officers should consider listing the source of the information provided.
 - k. All information known about the suspect or crimes committed upon completion of the search, i.e. warrants, drug or weapon possession, trespassing, etc.
 - l. A detailed narrative.

Documentation and Retention of Deployment and Training Logs

- 1.
2. **Purpose** This policy establishes procedures for documenting canine deployments and canine training. Proper filing and retention of these important documents is also addressed.
3. **Scope** This policy applies to all personnel assigned to the Tactical Support Bureau's Canine Unit.
4. **General Direction** To ensure that Canine Unit personnel thoroughly and consistently document and retain, "Daily Activity Logs", "Activity Reports", and document all Training and Deployments in the K9 VISUAL Pro computer system.
5. **Detailed Procedures**

A. CANINE DEPLOYMENTS

- i.
- ii. Canine Handlers will enter all canine deployments into their reports.
- iii. **Canine Deployment:** Any time the police canine is removed from the police vehicle for any legitimate law enforcement purpose.
 - a. Breaking the dog, participation in training or using the dog in a demonstration would not be considered a deployment since those activities are not “enforcement” related.
- iv. An entry will also be written into the Canine Handler Daily Activity Log on all deployments.

B.

C. DOCUMENTATION OF CANINE TRAINING

- i.
- ii. Each canine handler must ensure optimum performance from his/her canine partner by conducting an ongoing maintenance- training program.
 - a. Narcotics Training
 - b. Patrol Training
 - c. K9 Visual Pro Date Entry
 - d. Demos
 - e. Tracking Training
 - f. Article Search Training

D. CANINE HANDLER DAILY ACTIVITY LOG

- i.
- ii. This is the canine handler’s daily worksheet for documenting training, deployments, and all other shift activities. A new log will be completed each shift and forwarded to the canine handler’s Sergeant at their request. Supervisors will review the logs, enter data into the computerized and file the logs by month and year in the canine unit filing cabinet for at least five years. The following topics appear on the Daily Log:
 - a. **Canine Call for Service:** A call for service will be recapped when a request has been made for a Canine Unit or when a canine unit responds without a request to a canine related call, i.e., Police Radio, Patrol, specialty detail.
 - b. **Radio Call:** All calls for service whether or not that service is canine related.
 - c. **Canine Arrest:** An arrest where the dog was a significant and essential component of that arrest i.e. dog locating hiding suspect, dog was used as force against suspect, dog’s presence was **primary** reason suspect submitted to arrest.
 - d. **Canine Injury:** During a deployment and apprehension, if a canine inflicts the slightest injury upon a suspect, the incident will be recapped on the daily log.
 - e. **Canine Callout:** If an off-duty canine handler is called to work for the performance of his/her canine related duties, it will be noted on the daily log.
 - f. **Search Time:** This is the total amount of time that a canine unit spends searching for a suspect with his/her assigned canine.

E. DOCUMENTATION OF ALL K-9 RELATED TRAINING:

- i. Daily maintenance training, depending upon the exercise, can often be conducted without the aid of another officer or a decoy. Impromptu maintenance training sessions are normally 20 to 30 minutes in duration. Any training deficiencies, corrective actions, injuries or unusual occurrences will be noted in the comment section.
- a. Daily maintenance training is separate from weekly in-service training, which is a planned and structured event, coordinated by the Unit Trainer(s).
- b. Weekly training is conducted under the direction of the Unit Trainer(s) is normally four hours or more in duration, and the entire squad and or unit will attend and participate.. The Unit Trainer(s) will document deficiencies, corrective actions, injuries or unusual occurrences. These deficiencies will be addressed with remedial daily training until the problem is corrected.

Responsibilities of Canine Unit Personnel

1. **Purpose** This policy describes the various personnel positions within the Canine Unit and outlines the duties and responsibilities of the officers assigned to those positions.

2. **Scope** This policy applies to all Tactical Support Bureau Canine Unit personnel.

3. **Detailed Procedures:**

- i. Chief of Police
- ii. Responsible for the overall supervision and operation of the Canine Unit. Promotes a good working environment within the Unit by building trust and respect for the citizens we serve, and each other.
 - a. Reviews Canine Unit policy to ensure it is current.
 - b. Remains current on canine use of force issues and ensures that the Canine Unit operates within acceptable use of force parameters.
 - c. Reviews all canine use of force incidents to ensure proper deployment. Responds to the scene of deployments when work hours permit. Visits the scene of deployments that are in question or in need of further clarification with the Handler and his/her supervisor.
 - d. Routinely observes Canine teams during training exercises.
 - e. Recognizes that a successful Canine Unit is highly dependent upon updated training in many critical areas. The Chief of Police is responsible for ensuring that Canine teams are receiving necessary training.
 - f. Ensures that the Unit is providing quality service to the Patrol Division and all other Bureaus requesting canine assistance.
 - g. Attends annual canine certification.
 - h. Ensures that canines which commit non-intentional bites are tested prior to releasing them to duty.

B. Canine Unit Sergeant

- i. Canine Unit Sergeant are responsible for overall supervision of officers assigned to the Canine Unit. In addition, the Sergeant will:
 - a. Maintain a working knowledge of all rules and regulations governing the use of canines.

- b. Respond to canine deployments and all canine applications when needed.
- c. Review canine deployments to ensure compliance with Unit policy.
- d. Respond to all supervisory requests from Canine handlers.
- e. Respond to, evaluate, investigate and document all incidents of canine related injuries on the appropriate report forms.
- f. Ensure that all monthly logs and reports are submitted by the fifth calendar day of each month.
- g. Direct, supervise, and coordinate emergency call-out operations and stand-by schedules.
- h. Oversee all areas of training to ensure that training falls within the goals and objectives of the Department.
- i. Review the deployments and training that has been entered by each handler into the K9 VISUAL PRO system on a monthly basis.
- j. Advise the Chief of Police of any unusual events, significant performance or noted deficiencies with any handler or canine.
- k. A canine supervisor will conduct impromptu inspections randomly during the year at each Handler's residence for security and cleanliness of the City-owned canine's habitat and document findings in the employee's monthly supervisory notes.

C. Canine Unit Handler

- i. All department canine handlers will familiarize themselves with and comply with the Canine Unit Operations Manual. Canine handlers will evaluate the given situation, determine whether or not it justifies canine use, and determine the appropriate tactical measures that should be taken. They will also be responsible for:
 - a. Overall responsibility for the assigned Police Service Dog.
 - b. In the event the on-scene supervisor disagrees with the canine handler's tactical assessment, the handler will request that a canine unit supervisor respond to the scene.
 - c. Respond to requests for service when and where the Police Service Dog's presence will further the goals and objectives of the Department.
 - d. Provide timely response to canine assistance requests.
 - e. Maintain required standards of proficiency for the assigned dog through required training and certification.
 - f. Care for, and maintain the assigned dog at their home at the city's expense. Canines will be cared for within guidelines established by Unit Trainer(s) and Unit Supervisors.
 - g. Provide for medical care and treatment of the assigned dog at City expense. Notify a Unit supervisor of vet issues needing attention. This is not meant to prevent handlers from seeking vet care.
 - h. Maintain physical appearance and standards as required by Department Policy.
 - i. Actively assist and supplement the Patrol Division with first responder responsibilities.
 - j. Enter all training and deployment information into the K9 VISUAL PRO computer system.
 - k. Respond to call-out situations and tactical deployments in a timely manner.

I. Perform public canine demonstrations.

D. Unit Trainer

i. The Unit Trainer/s shall serve at the discretion of the Chief of Police. The Unit Trainer(s) will report to the Sergeant and the Chief of Police. The Unit Trainer(s) are responsible for ensuring that canine teams are performing at Unit standards and for addressing sub-standard performance with remedial training. He/she must remain current with all manner of police canine related training, to include legal issues and canine training techniques. The Unit Trainer(s) will work closely with Unit supervisors to ensure uniformity and consistency in the overall training program. The Unit Trainer(s) will participate in weekly training functions with each squad for the purpose of identifying training needs and preparing training scenarios. Additionally, the Unit Trainer(s) shall oversee all aspects of training new canines and handlers.

a. Responsible for the development, coordination, and maintenance of Canine related training within the Unit.

b. Must work well with other people.

c. Will make recommendations to the Unit Supervisor as to the viability of candidate dogs.

d. Conduct weekly training exercises, which will include testing of the canine teams and documentation of their performance.

e. Must have strong organizational and administrative skills.

f. Must be preeminently skilled as a handler.

g. Must have a positive, "can do" attitude and is a self-starter.

h. Review all written training material and update as needed.

i. Conduct/direct remedial training for those canine teams experiencing deficiencies.

j. Attend training seminars with outside agencies with the goal of remaining current in the field of canine training and the legal aspects of canines as a use of force.

k. Develop training for the officers and supervisors of the Unit, to include seminars.

E. HANDLER CANDIDATES

i. Upon initial assignment to the Canine unit, the candidate will begin a one-(1) year probationary period. During this time, the candidate will be required to successfully complete a basic training program, which will include formal instruction in the topics listed in this manual.

ii. Canine handlers must demonstrate proficiency after a period of six months. At the discretion of the Chief, the handler may receive remedial training. In the event a handler cannot adequately perform the requirements of the position and remedial training has failed to improve performance to an acceptable level, the handler will be transferred from the Canine Unit at the discretion of the Tactical Support Bureau Commander.

iii. Canine handler selection process:

a. The selection process may include but is not limited to the following tests:

i. File review

ii. Resume review

iii. Oral interview

iv. Practical Scenario testing

v.

Familiarization with K-9

vi.

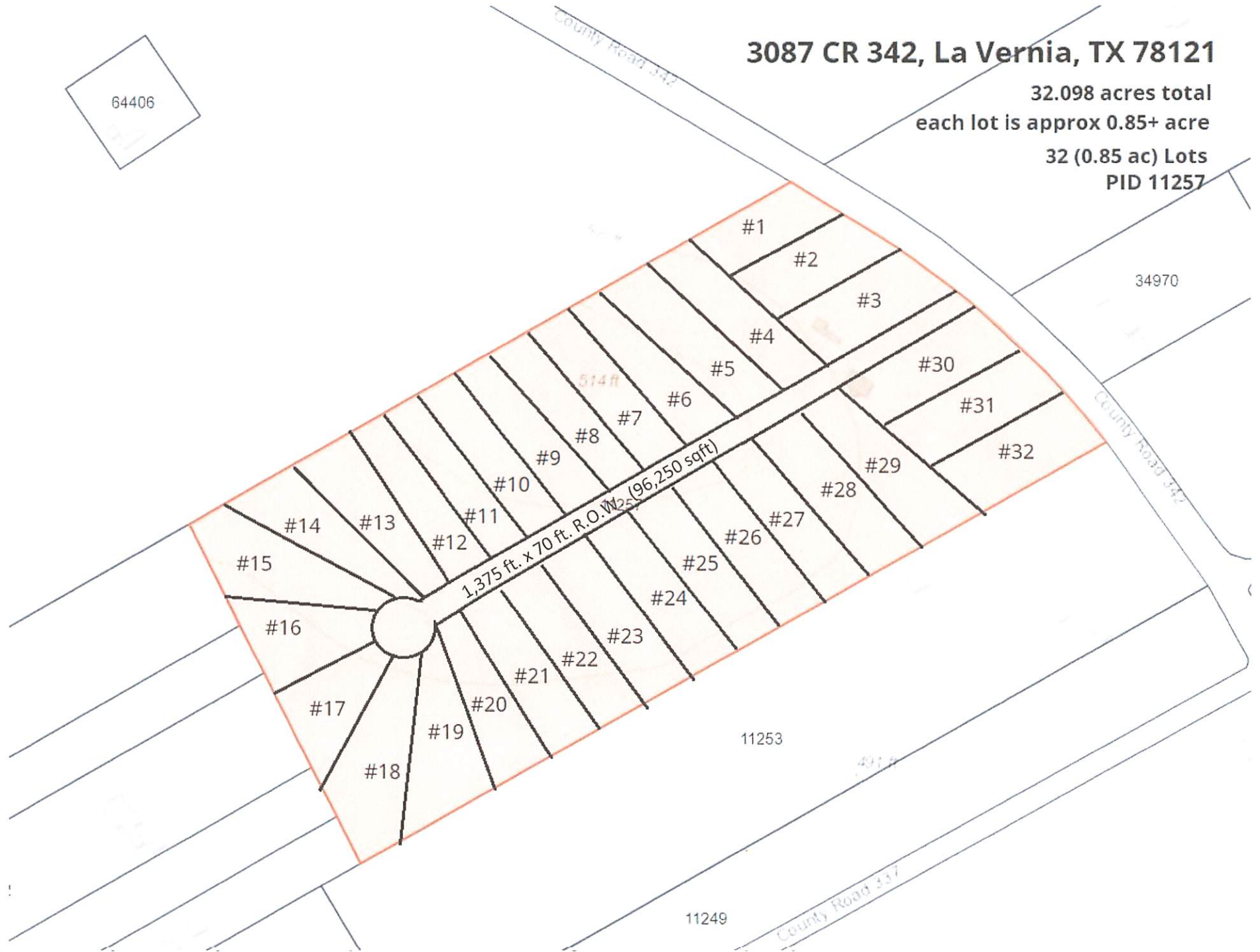
Decoy exercise



64406

3087 CR 342, La Vernia, TX 78121

32.098 acres total
each lot is approx 0.85+ acre
32 (0.85 ac) Lots
PID 11257



yvonne.griffin@lavernia-tx.gov

From: Carlos Febus <cfebus@sswater.net>
Sent: Monday, February 7, 2022 8:24 AM
To: yvonne.griffin@lavernia-tx.gov
Subject: RE: Camino Verde Subdivision....

Morning ma'am,

Just following up to see if you saw this. Thanks, and regards.

v/r,
Carlos

From: Carlos Febus
Sent: Wednesday, February 2, 2022 11:37 AM
To: yvonne.griffin@lavernia-tx.gov
Subject: Camino Verde Subdivision....
Importance: High

Morning Yvonne,

The developers behind the subject development informed me today that Council last night had some questions/concerns about serving this tract. I already researched this last year when another developer looked into this same property before backing out. See below:

For the tract in question, it looks to me that Texas Water Code (TWC) §13.243 is germane since we already serve that entire 30 acre tract of land as requested by previous landowners Herbert and Ruby Lee Pierdolla on 31 July 1978; assuming we concede that the CCN map you reference is accurate, which we do not. Excerpt below:

Sec. 13.243. EXCEPTIONS FOR EXTENSION OF SERVICE. A retail public utility is not required to secure a certificate of public convenience and necessity for:

(1) an extension into territory contiguous to that already served by it, if the point of ultimate use is within one-quarter mile of the boundary of the certificated area, and not receiving similar service from another retail public utility and not within the area of public convenience and necessity of another retail public utility; or

(2) an extension within or to territory already served by it or to be served by it under a certificate of public convenience and necessity.

Additionally, we service the four (4) tracts of land immediately behind and bordering the tract in question.

They have already agreed to enter into a service contract with us, and we've since begun the engineering and design work necessary to get water to this development. Once we complete our merger with Lake Valley, I'll correct this discrepancy along with the 3 acres we gave the City for Woodbridge Farms in the map files I'll be sending you.

Thanks, and regards.

v/r,
Carlos

Bid #1



11803 Warfield St.
San Antonio, Texas 78216

210.785.0994 Office
210.524.9191 Fax

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

Repair to Existing Roof

*****NO VERBAL AGREEMENTS*****

All supplements and price updates paid to Stephens Roofing & Remodeling

Agreement is to retrofit the existing roof over the city hall of La Vernia as follows:

- allow for up to 35.5sq of 60mil TPO flat roof membrane for remainder of La Vernia city hall

this estimate does not include the PD section building, that was provided on a separate sheet

- includes edge flashing around entire perimeter, or 271ft

- includes new TPO Boot flashings on 3 pipejacks and 4 roof jacks

- include two large curbs for roof top HVAC

- TPO Install will include 1/2" backer board

\$ _____ upon acceptance of contract. Upon acceptance. \$ 27,825 Payment is due IN FULL upon substantial completion of job. NO VERBAL AGREEMENTS.
The first payment is to be made before job will begin \$27,825

****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 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 60th 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 on 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: _____
Owner's Signature Date

Estimated by: _____
Name Date

Acceptance by: _____
Owner's Signature Date

*****SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS*****

**STEPHENS ROOFING & REMODELING
STANDARD GENERAL CONDITIONS**

5. **Construction Access:** Stephens Roofing ("Company") may stock materials on the property and on the roof. Company must have use of and access to drives, walks and the roof during normal business hours. Owner is responsible for providing notice to any Tenant or Occupant concerning the work and ensuring that Tenant or Occupant is properly prepared and compliant with any duties or responsibilities of Owner during construction.
6. **Construction Approvals and Permits:** Owner shall notify Company of, and is responsible for compliance with, all deed restrictions, association and/or subdivision rules relating to the work contemplated by this Agreement. Company shall obtain any required building permits.
7. **Temporary or Emergency Repair:** Contractor shall use its best efforts, but does not guarantee any work or results or provide any warranty for temporary or emergency repairs, nor does Company guarantee or warrant that any such temporary or emergency repairs will stop or prevent water leakage and damage to Owner's property. ~~Owner's three day right of rescission does not apply to emergency or temporary work that is solicited and authorized by you. Owner agrees to pay the cost of any emergency or temporary work solicited and authorized by you verbally or in writing.~~ ****NO WARRANTY ON REPAIRS****
8. **Damage Limitation:** Company is not responsible for any reasonable wear and tear to Owner's driveways, walks, landscaping, or premises caused by the movement of trucks, personnel, equipment, materials and debris upon and about Owner's property. Company assumes no liability for damages caused while working on or about Owner's premises where the premises are faulty, structurally unsound, or not in compliance with current building code provisions. Company assumes no liability for any damage caused by Company while working on Owner's premises unless such damage is solely and proximately caused by the negligence of Company. During construction, company will use reasonable efforts to leave the work area protected from the elements; however, should leaks or other damage occur in work-in-progress areas, Company is not liable for any resulting damage to the premises. Company is not responsible for any realigning or retuning any existing roof-top antennas that may need to be removed and replaced during construction. Company ladders are for Company's use only. Owner will indemnify and hold Company harmless for all damages to persons or property resulting from any use by Owner, or any person acting on behalf of Owner. Company will attempt to minimize any unpleasant fumes; however, Company is not responsible for relocating the owner and/or tenant. Company is not responsible for any animals on the premises and Owner must secure all pets. Company is not responsible for cracks or damages in ceilings or walls which may develop, or for any pictures, wall or ceiling items, or light fixtures which may fall, during roof work, unless Company has acted in a grossly negligent manner. During construction, it is expected roof fasteners or nails will puncture and travel through the roof decking. Company is not responsible for any damage that may be caused to any interior attic insulation, HVAC components, plumbing, electrical lines, and the like that may be damaged by roof fasteners or nails during roofing installation. Owner must inspect and ensure that all interior gas pipes, HVAC, water and electrical lines are secure during construction and after work has been performed. Company is not responsible for cracks in the domes of any skylights which already exist or that may develop during routine construction. Company is not responsible for any leaks or leakage through the skylight or skylight frames, unless such work is expressly made a part of this Agreement. Company's sole responsibility, with regard to existing skylights, is to seal that area between the skylight and the roofing membrane. Upon completion, Company will, within reason, remove all resulting construction and exterior debris. Stephens Roofing & Remodeling is not responsible for cracks on driveway or damages done by a third party vendor such as material delivery vehicles or the dumpster delivery truck that will transport the customers waste.
9. **Attic Insulation and Roofing Deck:** Owner understands that those residential homes which were built with 3/8" (or less) plywood decking material, or that have ineffective roofing ties, can experience sagging of the roof and sagging between the roof rafters even following the installation of a new roof. Company is not responsible for any sagging or other aesthetic concerns that may be appear where new roofing materials are installed over an existing 3/8" (or less) plywood decking material, or ineffective or improperly installed roofing ties.
10. **Future Condition and Change in Color of Materials:** Company cannot guarantee or ensure that the roofing products used by Company will be an exact match to the Owner's existing roof. Typical roofing materials can collect dirt, fade in color and change over time. Metal roofs are not always consistent in appearance and there is no guarantee that a new metal roof will have the same sealing features or appearance as the Owner's current metal roof. Cut galvanized metal roofs may develop rust in spots and on the edges. Flat Sheet Standing Seam Metal Roofs may experience "Oil Canning" and other types of deformation as a result of normal installation, wear and tear. Company has no control over these phenomenon and is not responsible for the repair of any such conditions. Unless specifically stated in this Agreement, the construction contemplated herein will not meet UL2218 (hail resistant) certification.
11. **Mechanics and Materialmen's Lien:** If Owner fails to timely pay Company, in full, for all of the labor and materials that are provided under this Agreement, Company may be entitled to a Lien against Owner's real property for the value of any unpaid labor and/or materials. Company may also choose to file an affidavit claiming a lien in the County deed records. Owner understands that if a lien is created or an affidavit of lien is filed, that the Owner's legal property rights can be adversely affected and could possibly be terminated upon further legal action. Owner is responsible for Lien Fees, Legal Fees and Late Fees.
12. **Assignment of Insurance Proceeds for Additional or Supplemental Repairs:** Owner assigns Company all claim, right and interest in and to any and all insurance proceeds to which Owner is due under any homeowners insurance policy for any required additional or supplemental work performed or to be performed by Company for Owner. Owner will instruct their insurance company to make and deliver all checks, for any such additional or supplemental work, payable directly to Company only. Notwithstanding this assignment, Owner will remain liable for the cost of any agreed additional or supplemental repairs that are not timely paid for by Owner's insurance company.
13. **Inspection and Acceptance:** Owner shall inspect all work performed by Company within three (3) days of substantial completion and inform Company of any specific work that is incomplete or unsatisfactory. The work contemplated by this Contract shall be deemed accepted three (3) days after the work has been substantially completed, or, three (3) days following the repair or replacement of any work or materials identified by Owner as not being in compliance with this Agreement during the three (3) day inspection period. Failure by the Owner to inspect the work within three (3) days of Contractor's substantial completion shall constitute final acceptance by the Owner.
14. **Warranty:** Company will provide Owner with a fully executed STEPHENS ROOFING & REMODELING LIMITED WARRANTY upon substantial completion of all work and full payment of the final cost by Owner. **** NO WARRANTY ON REPAIRS**** this includes chimney and roof repairs.
15. **Failure to Pay:** Failure to make any payment when such payment is due constitutes a material breach of this Agreement and shall entitle Company to suspend all work and shipments, and other remedies at law. Contractor shall have no obligation to perform any work, or provide any materials or honor any warranty where there has been a material breach of this Agreement by the Owner. Owner shall pay all reasonable attorney's fees, costs and expenses that are incurred by Company to collect any unpaid monies that are due and owed by Owner to Company under or relating to this Agreement. Monthly Late Fees of \$29.00 every month including, Max interest fee allowed by the State Law. First Insurance check payment plus your deductible is due at the time of Stephens Roofing & Remodeling inspection. It's the homeowners responsibility to provide Stephens Roofing & Remodeling with a copy of the Insurance claim prior to the commencement of work. Stephens Roofing & Remodeling will submit request for depreciation and other supplements once first payment is received and substantial completion.
16. **Insurance Proceeds and Subrogation:** Owner and Company waive all claims against each other for all damages and costs of repair which are covered and paid under any insurance policy or paid by any third party that could claim a subrogation right against Owner or Company. Owner agrees to defend, indemnify and hold harmless Company against any entity claiming a subrogation right on behalf of Owner against Company. Unless otherwise agreed in writing, Owner is responsible for all payments due and payable under this Agreement, whether or not any funds have been received by Owner from any insurance company or some other third party.
17. **Disputes, Mediation and Arbitration:** If any claim or dispute arising out of or related to this Agreement cannot be resolved through good faith negotiations, the parties agree to first try to settle any such claims or disputes upon non-binding mediation, the cost of which is to be equally split by the parties. All claims, disputes and causes of action that cannot be settled upon mediation, shall be resolved through binding arbitration in accordance with the Federal Arbitration Act and the Construction Industry Arbitration Rules administered by the American Arbitration Association. The arbitrator shall not have the authority to award either party any attorney fees or their case expenses, and the parties shall not otherwise be entitled to recover any such attorney fees or case expenses from each other. The arbitrator's fees and related expenses shall be shared equally by the parties. Any mediation or arbitration shall occur in Bexar County, Texas.
18. **Limitations Period:** Owner agrees that all claims, disputes and causes of action relating to or arising under this Agreement, must be brought within two (2) years following substantial completion of all work performed under this Contract. Owner agrees and understands that Company will have no legal liability for any claims, disputes or causes of action that are not brought within this two (2) year limitation period.

Bid #2

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
La Vernia City Office
102 Chihuahua Street
La Vernia, Texas 78121

Quote #: 999
Date: Feb 10, 2022

| Description | Total |
|--|--------------------|
| Roofing & Gutter Leaf Guards | \$28,000.00 |
| Roofing: Install TPO 60mil Roof System White \$26,000 | |
| Gutter Leaf Guard: Install gutter leaf guard to existing gutters 235LF & fabricate 55LF of gutter on lower lever side. \$2000 | |
| Total | \$28,000.00 |

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

Bid #3

Date 2-7-22

INSURANCE CO. _____

CLAIM # _____

POLICY # _____



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

Toll Free : 1-888-316-HAIL

https://betterroofingusainc.com

Email: Betterroofingusainc@yahoo.com

SA TX Lic. #RBC-21-01322



Submitted to: Donald - City Hall / Police Cell: 8305819316 Other: _____

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

Email: _____ Sales Rep: ALMOND Cell: 210478-0430

- Removal of Existing Shingles
- Removal of Layer(s) Metal & underlayment
- Trim Edges of Existing Shingles
- Decking _____

VENT FLASHINGS

- 1 1/2" 4-vents
- 2" 1 All new
- 3" N/A
- 4" 1 All new

EXTRA FEES

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

METAL EDGING

Size: NBW
Color: _____

SHINGLES

Type: 4 Ply HOT MOP
20yr MATERIAL
Color: WARRANTY

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 10 yr

Squares to Install: 49

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 \$ 31850⁰⁰

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: _____

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: X Date of Acceptance: X

Option 1



Option 2





Texas Eco Pavers

www.TexasEcoPavers.com

DATE January 13, 2022

6002 Clinton Dr.
Houston, TX 77020
832-707-4303
www.texasecopavers.com

La Vernia, TX 78121

| Description | | |
|--|--------|----------------------|
| Site Prep | | |
| Compact existing and fix pot holes | | |
| Filter Fabric | 10 | Rolls |
| 8oz Filter Fabric | | |
| Base Material - Crushed Limestone | 0 | Tons |
| Existing to remain | | |
| TRUEGRID ProPlus | 42,000 | Sqft |
| TrueGrid Pro Plus - 5% Waste included | | |
| Top Aggregate Material | 320 | Tons |
| 5/8" nominal Blackstar Gravel Customer Choice: | | |
| Additional Scope | | |
| Parking | | |
| Superspots | TBD | Spots |
| Wheel Stops | TBD | Stops |
| Borders | | |
| Match Existing Grade | | |
| TOTAL SQFT 40,000 | | |
| TOTAL COST | | \$ 211,744.00 |

Option
1 Bid

Any unforeseen site conditions and additional SQFT are subject to additional cost.
Pricing excludes any permits, fees, testing, surveying, as-builts, utility location.

If you have any questions concerning this quotation contact:
Derek@texasecopavers.com : 281-787-6232 / Eric@Texasecopavers.com : 832-876-1646

A 50% deposit is required to start the work, and full balance upon completion.
Proposal is valid for 45 days

X

Please Sign, Date & Return

THANK YOU FOR YOUR BUSINESS!

Once signed invoice is valid

yvonne.griffin@lavernia-tx.gov

From: lboyd@lavernia-tx.gov
Sent: Wednesday, February 2, 2022 5:10 PM
To: Yvonne Griffin, City Manager
Subject: a good review for the parking product

Tube Supply-

In the Houston area

Says they have had it for 2 years, they ran drainage piping under their parking lot and they say it is holding it up well, and the parking lot itself is holding up well, and its never held water, and it's draining well, the only negative they say is sometimes you get a few rocks that pop up like gravel would, not major though

-Lindsey

Lindsay Boyd

From: lboyd@lavernia-tx.gov
Sent: Friday, February 4, 2022 12:08 PM
To: lboyd@lavernia-tx.gov

Houston Cider Co (used to be Town In City Brewing) - They say it is easy to maintain, and it helped them to comply with the pavement requirement because the city requires pervious pavement in many areas- they are not allowed to have impervious surfaces at all there in some areas- they say it works well with gravel and sand but grass for them (which we don't want anyhow), businesses in the Bayou flood area almost always have to have a solution that is pervious- they say that lots of people in the area are using true grid- and they say it's very easy to patch it up when they need to or if they want to change u their layout- they say the city actually has a tax in some areas that people have to pay if they use impervious paving







TED HOUSE KITCHEN





ORD. NO. 021722-01

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Section 1. Authorization of Restricted Prior Service Credit.

(a) On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive restricted prior service credit for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.

(b) The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.

(c) A member seeking to establish restricted prior service credit under this ordinance must take the action required under said Section 853.305 while still an employee of this City.

Section 2. This ordinance shall become effective on the first day of March 1, 2022.

Passed and approved this the 17th day of February, 2022.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor

ORDINANCE NO. 021722-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNIA TEXAS GRANTING AN EXTENSION TO THE WTG NATURAL GAS FRANCHISE AGREEMENT APPROVED BY ORDINANCE NUMBER 120811-01; AUTHORIZING THE MAYOR TO EXECUTE THE EXTENSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of La Vernia adopted Ordinance Number 120811-01, granting a Natural Gas Franchise Agreement to WTG; and

WHEREAS, the City Council finds it to be in the best interest of the City to extend the existing WTG Franchise for an additional term of five (5) years to protect the health, safety and general welfare of the community through the reliable and safe provision of natural gas.

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

ARTICLE 1. That the WTG Gas Franchise Agreement approved by Ordinance 120811-01, and attached hereto as Exhibit A, is hereby extended for a period of five (5) years beginning on March 1, 2022.

ARTICLE 2. That the Mayor is authorized to execute the necessary documents to grant the extension, attached hereto as Exhibit A.

ARTICLE 3. RELATION TO OTHER ORDINANCES.

This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

ARTICLE 4. EFFECTIVE DATE.

This ordinance shall take effect immediately from and after its passage.

ARTICLE 5. SAVINGS CLAUSE.

The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of La Vernia under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

ARTICLE 6. CUMULATIVE.

The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

ARTICLE 7. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and section 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.

ARTICLE 8. 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.

PASSED AND APPROVED, this, the 17th day of February, 2022.

Robert Gregory, Mayor

ATTEST:

Brittani Porter, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

ORDINANCE NO. 021722-03

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS, ESTABLISHING OFFICIAL TRAFFIC-CONTROL DEVICES AT THE INTERSECTIONS OF FM775/COUNTRY GARDENS AND FM775/BEAR GARDENS IN THE CITY OF LA VERNIA, TEXAS TO REGULATE THE SPECIFIED MOVEMENT OF VEHICLES ON THE CITY STREET THEREIN; PRESCRIBING PENALTY OF A FINE OF NOT LESS THAN ONE DOLLAR (\$1.00) OR NO MORE THAN TWO HUNDRED DOLLARS (\$200.00) FOR ANY VIOLATIONS THEREOF; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Section 311.002 of the Texas Transportation Code provides that a general-law municipality has exclusive control over the highways, streets, and alleys of the municipality, including the authority to open, change, regulate or improve a street; and

WHEREAS, Section 544.002 of the Texas Transportation Code provides that the a local authority may place and maintain a traffic-control device on a highway under the authority's jurisdiction; and

WHEREAS, Section 545.101 of the Texas Transportation Code provides that a local authority, with respect to a highway in its jurisdiction, may authorize the placement of an official traffic-control device in or adjacent to an intersection and require a course different from that specified for movement by vehicles at an intersection; and

WHEREAS, the City Council has determined that the installation of official traffic control-devices regulating the specified movement of vehicles, indicating that a u-turn is not permitted, at the intersections of FM775/Country Gardens and FM775/Bear Gardens are necessary for public safety; and

WHEREAS, the City Council finds that streets on which these official traffic control-devices are established and installed are public streets under the City's jurisdiction; and

WHEREAS, the City Council has determined that the La Vernia Police Department shall have authority to enforce these official traffic-control devices at FM775/Country Gardens and FM775/Bear Gardens pursuant to State Law; and

WHEREAS, the City Council has determined that adoption of the Ordinance is in the best interests of the health, safety and welfare of the City and its residents; and

WHEREAS, the City has complied with all conditions precedent necessary to take this action pursuant to the Texas Local Government Code , Texas Transportation Code, and Texas Government Code, as applicable.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Installation and Enforcement

- A. Traffic-control devices establishing that a “u-turn” is not permitted are hereby established at the location/intersections of 402 Bluebonnet Rd., FM775/Country Gardens and FM775/Bear Gardens.
- B. The La Vernia Police Department shall have the authority to enforce the traffic laws associated with the traffic-control devices established herein pursuant to State law.
- C. Any person found guilty of violating any provision of this ordinance shall, upon conviction thereof, be punished by a fine of not less than one dollar (\$1.00) or more than two hundred dollars (\$200.00) in accordance with State Law.

SECTION 3. Severability. Should any section, subsection or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the Ordinance as a whole or any other remaining portions of this Ordinance.

SECTION 4. Repeal. This Ordinance shall be cumulative of all provisions of ordinances of the City of La Vernia, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. All provisions of the Code of Ordinances of the City of La Vernia not herein amended or repealed shall remain in full force and effect.

SECTION 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. 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 Texas Government Code Chapter 551, as amended.

SECTION 8. Effective Date. This Ordinance has a violation that imposes a penalty, fine, or forfeiture, and shall take effect immediately upon its publication as provided by Section 52.011 of the Texas Local Government Code, as amended, and the completion and erection of the installation of the traffic control devices.

PASSED and APPROVED this the 17th day of February, 2022.

Robert Gregory, Mayor

ATTEST:

Brittani Porter, City Secretary

APPROVED AS TO LEGAL FORM:

DNRBZ, City Attorney

EXHIBIT A



Red Dots Notate Locations –

1. FM 775 – Justice of the Peace Pct. 3
2. FM 775 / Country Gardens
3. FM 775 / Bear Gardens

RESOLUTION NO. 021722-01

INTEROPERABLE COMMUNICATIONS RESOLUTION

WHEREAS, The City of La Vernia finds it in the best interest of the citizens of the City of La Vernia, that the Interoperable Communications State Homeland Security Project be operated for the 2022 FY; and

WHEREAS, The City of La Vernia agrees that in the event of loss or misuse of the Office of the Governor funds, The City of La Vernia assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The City of La Vernia designates Chris Thompson, Assistant EMC as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

NOW THEREFORE, BE IT RESOLVED that The City of La Vernia approves submission of the grant application for the Interoperable Communications State Homeland Security Project to the Office of the Governor.

Signed by:

Passed and Approved this 17th (Day) of February (Month), 2022.

Gregory Roberts
Mayor

Grant Number: 4501201