



**City of La Vernia**  
102 E. Chihuahua St.  
La Vernia, Texas 78121  
**CITY COUNCIL MEETING**

March 10, 2022  
6:30 PM

**AGENDA**

**1. Call to Order**

**2. Invocation & Pledge of Allegiance**

**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. Consent Agenda**

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

- A.** Minutes from the ZBOA Meeting, February 1, 2022
- B.** Minutes from the Regular City Council Meeting, February 1, 2022
- C.** Minutes from the Regular City Council Meeting, February 17, 2022
- D.** La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of February
- E.** Check Register and financial report for the month of February

**5. Discussion Only**

- A.** Discussion and direction on establishing a K-9 Unit Program within the La Vernia Police Department.

**6. Discussion/Action**

- A.** Discuss and consider approval of final date for the 4<sup>th</sup> of July Parade.
- B.** Discuss and consider approval of transfer on ground lease with CommZoom to Spectrum Gulf Coats in which current agreement will not be changing and remain the same.
- C.** Discuss and consider approval of purchase with American Rescue Funds for Aerator, recommended by San Antonio River Authority for Waste Water Treatment Plant on River Rd.
- D.** Discuss and consider approval of purchase with American Rescue Funds to give City Administrator approval to purchase Generator for City Hall.
- E.** Discuss and consider approval on a budget increase of \$10,000 to finish out donated building for Public Works.
- F.** 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.

## 7. Ordinance

- A. Discuss and consider approval of Ordinance No. 031022-01, Canceling May 7, 2022 General Election
- B. Discuss and consider approval of Ordinance No. 031022-02, appointing Prosecutor to the City of La Vernia Municipal Court.

## 8. Resolution

- A. Discuss and consider approval on Resolution 031022-01, entering into an updated agreement with Wilson County waiving subdivision regulations in the City's ETJ.

## 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](mailto:bporter@lavernia-tx.gov).

I, Brittani Porter, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **March 4, 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





**NOTICE OF REGULAR MEETING FOR THE  
LA VERNIA ZONING BOARD OF ADJUSTMENT**

102 E. Chihuahua St.  
Council Chambers  
La Vernia, Texas 78121

**Minutes**

1. **Call to Order and Declare a Quorum**
  - Mayor Gregory called the meeting to order at 5:30 PM and declare a quorum with Councilmember Gilbert Absent
2. **Invocation and Pledge of Allegiance**
  - Mayor Gregory led the Invocation and Pledge of Allegiance
3. **Discuss and consider action on a variance request from 233 Kimball, Mr. Richard Gonzales and prospective buyers, requesting a variance from Code of Ordinances, Chapter 38, Article IV, Section 38, 410 for the following:**
  - Section 38-410 Accessory Structures (4) – requesting principal building, new home construction, be built behind current home/accessory structure.
    - a. Applicant Presentation – Applicant stated that he had a buyer but they would like to build the house behind the barn due to the view.
    - b. Staff Presentation – Recommended approval
    - c. Comments by Proponents and Opponents - None
    - d. Applicant Rebuttal - None
    - e. Question and comments by Board Members: Councilwoman Recker stated that you won't be able to see this from the road due to the size of the property.
4. **Deliberation and Board Determination on the following:**
  - A. Discussion and possible action to approve a variance from the requested construction of new home to be built behind the existing home/accessory structure. Councilmember Recker made the motion to approve the variance request from 223 Kimball. Seconded by Council member Justin.  
For: All
5. **Discuss and consider action on a variance request from 135 Industrial Dr. requesting a variance for the following:**
  - Section 38-208 - waiving the ten (10') setback requirement from the side of property from property owner/business owner to add a storage building being six (6') from the side property setback
    - a. Applicant Presentation – Owner of Kayco Booths stated that he is planning on Staying in La Vernia but needs additional space at his current location.
    - b. Staff Presentation - None
    - c. Comments by Proponents and Opponents - None
    - d. Applicant Rebuttal - None
    - e. Question and comments by Board Members - None
4. **Deliberation and Board Determination on the following:**
  - Section 38-208 - waiving the ten (10') setback requirement from the side of property

for property owner/business owner to add a storage building being six (6') from the side property setback. Councilmember Poore made the motion to approve the variance waiving the 10 (ten') setback at 135 Industrial. Seconded by Councilwoman Recker. For: All

Adjournment: Councilman Poore made the motion to Adjourn at 5:42 PM. Seconded by Councilwoman Recker. For: All

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Robert Gregory, Mayor

ATTEST:

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Brittani Porter, City Secretary



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

February 1, 2022  
6:30 PM

**Minutes**

1. **Call to Order** – Mayor Gregory called the meeting to order at 6:30 PM and declared a quorum.  
Members absent: Councilman Gilbert.

2. **Citizens to be Heard** – Sandra Castro with Camino Verde LLC, she advised they are doing a subdivision on CR 342. She is before City Council because she needs a letter to commit to County regulations verses the city.

**3. Consent Agenda**

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

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

**MOTION:** Councilwoman Recker made a motion to accept the consent agenda as presented, seconded by Councilwoman Hutchinson. **Motion Passes: 4-0.**

**4. Discussion Only**

- A. Discussion and direction on establishing a K-9 Unit Program within the La Vernia Police Department.

Chief Ritchey advised that they met with City Attorney Meghan Santee and that we have a lot more work to do. By next meeting we should have numbers, privately owned dog confirmation and contracts. With a new vehicle looking at approx. \$70k.

- B. Discussion and direction on establishing a community firework display for New Years Eve 2022/2023.

Met with Ricky in which he also mentioned a NYE firework show. He stated it would go off at midnight, nothing else but the fireworks. Council recommended to move forward with a 10-minute show.

- C. Discussion and direction on signage for the park when closed, to include possible trespass warning/fees.

Work on getting draft on sign as all agree it is needed.

## 5. Discussion/Action

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

Tommy Scoggin and Guy Morgan are both good candidates. Councilwoman Recker states she is torn, both are great candidates. Mayor Gregory stated that unless there board changes there bylaws La Vernia will not be a voting member.

**MOTION:** Councilman Oates made a motion to appoint Tommy Scoggin to the FELPS Board, seconded by Councilwoman Hutchinson. **Motion passes: 4-0.**

- B. Discuss and consider approval of request from Camino Verde LLC (Sagada Developments), property located at 3087 CR 342, to assign/follow Wilson County subdivision regulations.

Sandra Castro was present on behalf of the request. Asking to follow county regulations when submitting permits. Mayor Gregory stated his thoughts were, they are out of our CCN – in SS water Supply, they are in the ETJ in which we enforce sign and that is really all.

Recommendation is to table in order to gather a few more components to this piece.

**MOTION:** Councilwoman Recker made a motion to table the request from Camino Verde LLC (Sagada Developments), property located at 3087 CR 342, to assign/follow Wilson County subdivision regulations, seconded by Councilman Oates.

**AMENDED MOTION:** Councilwoman Recker made a motion to table the request until February 17<sup>th</sup>., from Camino Verde LLC (Sagada Developments), property located at 3087 CR 342, to assign/follow Wilson County subdivision regulations, seconded by Councilman Oates. **Motion passes: 4-0**

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

**MOTION:** Councilman Poore made a motion to accept the bid by Stevens Roofing, seconded by Councilwoman Recker. **Motion passes: 4-0.**

- D. Discuss and consider approval of a sign variance for 110 N. Crews St, Alestra Properties LLC., requesting a pole sign 32' in height verses the required 25' by City Code of Ordinances Sec 26-110 a (2).

Roxanne spoke on behalf of property owner.

**MOTION:** Councilman Oates makes a motion to approve the top of the sign being 35' with the square footage of the signage following City Ordinances, seconded by Councilwoman Recker. **Motion passes: 4-0**

**AMENDED MOTION:** Councilman Oates for the current location next to the building 35' in height due to roof line of the building, seconded by Councilman Poore. **Motion passes: 4-0**

If he keeps it where it is, with the hardship of the building, if he moves it away from the building then it is outside of the scope. Councilman Poore stated that it is the main sign that will stay in accordance with sign ordinance.

**E. Discuss and consider appointing a member to the Planning and Zoning Commission Board.**

Current headcount on P&Z is four with one open spot. Have one applicant that just moved in to Woodbridge Farms.

**MOTION:** Councilman Poore made a motion to appoint Brian R, seconded by Councilwoman Hutchinson. **Motion passes: 4-0.**

**6. Ordinance**

**A. Discuss and consider approval of Ordinance No. 020122-01, amending the City of La Vernia Code of Ordinances regarding the speed limits on city streets.**

This consolidates all of our speed limits in to one ordinance. Councilman Poore states he feels very strongly that Number 1 (one) needs to be reduced to 55. Chief Ritchey stated that TxDOT mandates those speeds and we would have to go to TxDOT to request a reduce in speed limit. Mayor Gregory stated that we go to TxDOT prior to the approval of this ordinance and bring it back. He stated we take no action and do some clean up with TxDOT and bring it back.

**MOTION:** No action.

**B. Discuss and consider approval of Ordinance No. 020122-02 designating the City's official newspaper**

**MOTION:** Councilman Oates makes a motion to approve Ord. No 020122-02 designating the City's official newspaper, seconded by Councilwoman Recker. **Motion passes: 4-0.**

**C. Discuss and consider approval of Ordinance No. 0201722-03, establishing the office of City Administrator.**

Talked about this awhile back with City Attorney but never approved and Ordinance. Councilman Poore stated basically we are putting a stamp on it.

**MOTION:** Councilman Poore, seconded by Councilman Hutchinson. **Motion passes: 4-0.**

**D. Discuss and consider action on approval of Ordinance No. 020122-04, to call a General Election for the City of La Vernia on May 7<sup>th</sup> 2022 for the purpose of electing a Mayor and (2) council members.**

**MOTION:** Councilwoman Recker makes a motion on Ordinance No. 020122-04, seconded by Councilman Oates. **Motion passes: 4-0.**

**7. Resolution**

- A. **Discuss and consider approval on Resolution 020122-01, adopting the City's Investment Policy**

**MOTION:** Councilman Poore made a motion to adopt City's Investment Policy, seconded by Councilwoman Hutchinson. **Motion passes: 4-0.**

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

- **Subdivision**
- **K-9**
- **Speed Limits**
- **Fee Schedule**

**9. Adjourn** - Councilman Poore made a motion to adjourn the meeting, seconded by Councilman Hutchinson. Meeting was adjourned at 7:49 PM and all members were in favor.

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**Robert Gregory, Mayor**

**ATTEST:**

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**Brittani Porter, City Secretary**





**City of La Vernia**  
102 E. Chihuahua St.  
La Vernia, Texas 78121  
**CITY COUNCIL MEETING**

February 17, 2022  
6:30 PM

**MINUTES**

1. **Call to Order** – Mayor Gregory called the meeting to order at 6:30 PM and declared a quorum.  
Members absent: Councilman Gilbert.

2. **Invocation** – Invocation was led by Councilwoman Recker and all in attendance recited the Pledge of Allegiance and Texas Pledge.

3. **Citizens to be Heard** – no citizens to be heard.

**4. Presentation**

A. **Presentation by Armstrong, Vaughn and Associates regarding the FY 2021 Audit.**

Selena Jones, Financial Auditor with Armstrong Vaughn and Associates, presented the FY 2021 audit. Based on their findings, the opinions were presented fairly and clean and no management concerns.

**MOTION:** Councilman Oates made a motion to accept the FY 2021 audit as presented, seconded by Councilwoman Recker. Motion passed: 4-0.

B. **Presentation by Duane Smith on the completion of the Eagle Scout Project in City Park, Gaga Pits.**  
Duane Smith presented to City Council the completion of the gaga pits for his Eagle Scout Project.

**5. Discussion Only**

A. **Discussion and direction on establishing a K-9 Unit Program within the La Vernia Police Department.**

Direction to look in to the cost of purchasing the K-9 through Mission and quotes on outside insurance companies were recommended and to bring back to March meeting.

C. **Discussion and direction on signage for the park when closed, to include possible trespass warning/fees.**

Sign looks good, make the lettering in black smaller and see if there is an option to get a “folding” sign for when park is open it will say on the half sign and when closed it will be full sign.

**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.**

**MOTION:** Councilman Oates made a motion to approve the request from Camino Verde LLC (Sagada Developments), property located at 3087 CR 342, to assign/follow Wilson County Subdivision Regulations, seconded by Councilwoman Recker. **Motion passed: 4-0.**

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

**MOTION:** Councilman Poore made a motion to approve awarding the roof contract to Texas Roofing for \$28k, seconded by Councilwoman Hutchinson. **Motion passed: 4-0.**

- C. Discuss and consider approval of the purchase of two (2) police vehicles on the 2023 FY Budget.**

**MOTION:** Councilwoman Recker made a motion to approve the purchase of two police vehicles in 2023 FY, seconded by Councilman Oates. **Motion passed: 4-0.**

- 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.**  
Council recommended that staff get a quote for the entire parking lot and bring back to the following council meeting. Did not think the drive going in to the park would be crucial primarily focus on the parking lot itself.

- E. Discuss and consider approval on appointing a City Prosecutor to the La Vernia Municipal Court.**

**MOTION:** Councilwoman Hutchinson made a motion to appoint Jennifer Tapia as the City Prosecutor, seconded by Councilwoman Recker. **Motion passed: 4-0.**

## **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**

**MOTION:** Councilman Poore made a motion to approve Ord. No. 021722-01, authorizing and allowing, under the act of governing the TMRS, restricted prior service credit to employees, seconded by Councilwoman Recker. **Motion passed: 4-0.**

- B. Discuss and consider approval of Ordinance No. 021722-02, extending the West Texas Gas Franchise Agreement for an additional five (5) years.**

**MOTION:** Councilwoman Recker made a motion to approve Ordinance No. 021722-02, extending the West Texas Gas Franchise Agreement for an additional five years, seconded by Councilwoman Hutchinson. **Motion passed: 4-0.**

- 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**

**MOTION:** Councilman Oates made a motion to approve Ordinance No. 021722-03, establishing official traffic-control devices at the intersection of FM775/Country Gardens and FM 775/Bear Gardens, seconded by Councilwoman Hutchinson. **Motion passed: 4-0.**

**8. Resolution**

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

Resolution was not discussed as the city was not awarded the grant.

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

- City Park Parking Lot
- Speed Limit Ordinance

- 10. Adjourn** – Councilwoman Recker made a motion to adjourn the meeting, seconded by Councilman Oates. Meeting was adjourned at 7:47 PM and all members were in favor.

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Robert Gregory, Mayor

ATTEST:

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Brittani Porter, City Secretary

La Vernia Police Department  
Enforcement Statistics  
February 2022

**Case Type**  
Criminal Complaints  
Incident

	18
	54
	72

**CRIMINAL COMPLAINT - Offense Code**

UNAUTH USE MOTOR VEHICLE  
SEXUAL ASSAULT  
THEFT  
CRIMINAL MISCHIEF  
BURG BUILDING  
POSS CS PG 1  
THEFT  
PUBLIC INTOXICATION  
HARASSMENT  
ATTMP KIDNAPPING-FALSE CLAIM

	2
	1
	4
	1
	1
	2
	4
	1
	1
	1
	1
	18

**INCIDENT - Offense Code**

ACCIDENT INVOLVING DAMAGE TO V  
INFO  
ALARM  
DISTURBANCE  
SUSPICIOUS PERSON/ACTIVITY  
WELFARE CONCERN  
EMERGENCY DETENTION  
ASSIST OTHER AGENCY  
FIRE  
RUNAWAY  
WARRANT SERVICE  
ASSIST OTHER AGENCY  
RECKLESS DRIVER  
FUNERAL ESCORT  
ANIMAL COMPLAINT  
DAMAGE TO PROPERTY

	9
	7
	4
	4
	9
	5
	1
	1
	1
	1
	2
	1
	4
	3
	1
	1
	54

**Citations**

VIOLATIONS  
WARNINGS

	66
	103
	169 Contacts



Bruce Ritchey  
Chief of Police

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

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

**RECITALS**

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

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

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

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

1. **Term.**

It is the intent of the parties that this agreement shall be effective for a term of six (6) months from the date of execution of said lease 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 upon notification by either party. Additionally, the parties agree to renegotiate the terms of this Agreement on or before 30 days prior to the end of the current agreement term.

Equipment issued to the handler includes the items listed below.

- Vehicle equipped for K9
  - First Aid Kit for K9
- A. City shall be responsible for providing medical care and treatment for the assigned dog if the dog is injured while performing leased services.
- B. City shall be responsible for maintaining liability insurance policy for the City.
- C. **Payment.** City shall pay to \_\_\_\_ K9 Services \$200.00 per month for leased service of the dog.
- D. \_\_\_\_\_ K9 Services will be responsible for routine veterinary costs, food, handler equipment, shelter, food trays, and other equipment standard for K9 service.

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

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

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

- Narcotics/Controlled Substances Detection on school campuses;
- Parking Lots;
- Buildings;
- Lockers;
- Any facilities owned by the agency
- Motor Vehicles
- Traffic Stops
- Patrol

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

## **3. Watch Hours:**

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

## **GENERAL OPERATING INFORMATION**

A. K9 Unit shall inform the communication center when the team is initially in-service and available for calls. Any requests for canine assistance from outside agencies must be approved by the Chief or Supervisor before deploying.

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

C. A K9 Unit may be de-certified at any time by the program coordinator at the direction of the Chief or Sergeant.

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

### **4. Miscellaneous.**

A. **Construction.** The language of this Agreement shall not be construed for or against either party 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: \_\_\_\_\_

**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**

\_\_\_\_\_





February 8, 2022

*Sent via Registered Mail, Return Receipt Requested*

City of LaVernia, Texas  
Attn: City Administrator  
102 E. Chihuahua Street  
La Vernia, Texas 78121

with copy to: City of La Vernia, Texas  
c/o Denton, Navarro, Rocha, Bernal, Hyde & Zech, PC  
City Attorney of La Vernia  
2517 N. Main Avenue  
San Antonio, Texas 78212

**Re: Ground Lease Agreement, dated as of December 10, 2015 between City of LaVernia, Texas and commZoom, LLC (the "Contract")**

Dear Sir or Madam:

This letter will serve to inform you that commZoom, LLC ("CommZoom") has entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with Spectrum Gulf Coast, LLC, a Delaware limited liability company ("Charter"), dated as of November 19, 2021, whereby CommZoom has agreed to transfer and assign all of its contracts (including the Contract) to Charter ("Transaction"). Certain provisions of the Contract may require your consent to the assignment and transfer of the Agreement to Charter (the "Transfer"). To ensure no interruption or misunderstandings regarding our contractual relationships with you, we hereby notify you of the Transaction and respectfully request that you sign below in order to indicate your consent to the Transaction and to the Transfer as to which consent may be required under the Agreement ("Notice and Consent Letter").

Effective as of the closing date of the Transaction (the "Closing Date"), which will occur as soon as reasonably possible upon receiving required consents, CommZoom will assign its right, title and interest in and to the Contract to Charter (the "Assignment") and Charter will be bound by the Contract and shall assume and discharge all of the obligations and liabilities of CommZoom under the Contract that accrue from and after such date. Any and all liabilities and obligations of CommZoom under the Contract arising from any events, circumstances and/or occurrences prior to the Closing Date, will remain liabilities and obligations of CommZoom and will not be an obligation of Charter in any manner whatsoever.

We respectfully request your consent to the aforementioned Assignment of the Contract from CommZoom to Charter and the release of CommZoom. We also request your confirmation that the Contract is in full force and effect, without default. By executing this Notice and

Consent Letter below, you hereby: (a) acknowledge notice of, and grant any consents or waivers required under the Contract in respect of, the Assignment; and (b) waive all rights to notice or other procedural requirements set forth in the Contract with respect to the Transfer. Further, you agree that Charter may assign or transfer the Contract to a parent or an affiliate of Charter and that Charter may pledge or grant a security interest in the Contract to any lender of Charter or its affiliates for purposes of securing indebtedness, in each case without your further consent.

CommZoom is proud of the wired broadband footprint it established beginning with its launch in 2015. Charter will continue to build on that foundation to take the communities we mutually serve into the digital future.

[Remainder of page intentionally left blank]

Please evidence your acknowledgment, consent and agreement to the foregoing by signing, dating and returning the enclosed copy of this letter in the enclosed self-addressed stamped envelope. If you have any questions or require further information, please contact Bob Cohen, the Chief Executive Officer of CommZoom at 1-210-736-3376, x1002.

Sincerely yours,

commZoom, LLC

By: Robert J. Cohen

Name: Robert T. Cohen

Title: Chief Executive Officer

Agreed and Accepted:

SPECTRUM GULF COAST, LLC  
By its Manager: CHARTER  
COMMUNICATIONS, INC.

By: [Signature]

Name: Constance C. Kovach

Title: Vice President – Associate General Counsel

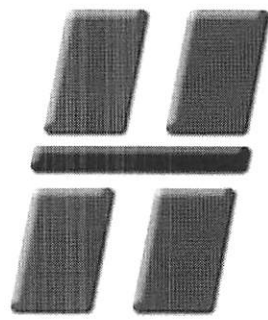
ACKNOWLEDGED, CONSENTED AND AGREED TO  
THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

City of LaVernia, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

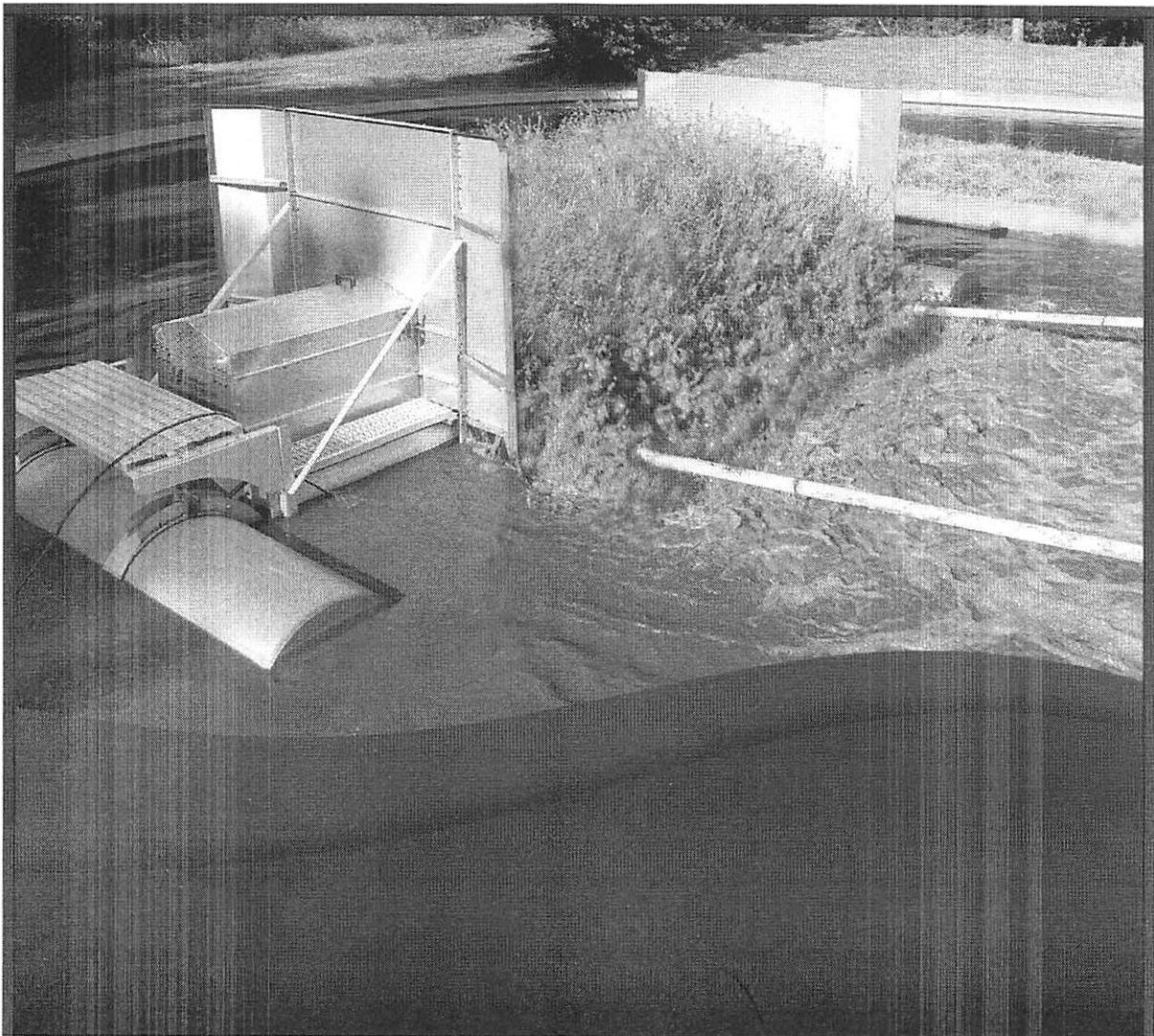
Title: \_\_\_\_\_



ECS  
**House  
Industries**  
INCORPORATED

www.houseindustriesinc.com    Cherry Valley, Arkansas

**7.5HP, MODEL SDB096TA3253075**  
**FLOATING BRUSH AERATOR QUOTATION**





To: Travis Krueger  
San Antonio River Authority

From: Chad House  
ECS House Industries, Inc.  
3720 Highway 1 South  
Cherry Valley, Arkansas 72324

For: San Antonio River Authority WWTP: Martinez II WWTP

REF: JCH-030-02152022

Date: February 15, 2022

ECS House Industries, Inc., would like to offer the following Floating Brush Aeration Equipment for the San Antonio River Authority WWTP Aeration upgrade.

ECS House Industries' Floating Brush Aerators provide effective and efficient wastewater treatment through superior oxygen transfer and mixing rates. The ECS House Industries' Floating Brush Aerators have a Standard Aeration Efficiency of 3.2 lbs.O<sub>2</sub>/hp/hr and mixing rates over 3,500 gpm/hp. The oxygen transfer and mixing rates described above are 25% to 40% better than other styles of surface aeration systems.

The House Brush Rotor design has been utilized in wastewater treatment plants for over 30 years, and has proven to be the industry leader in Floating Brush Aerator Technology. We appreciate the opportunity to bid our equipment for this project. Below is our scope of equipment for this project:

## **One (1) 7.5HP ECS House Industries Floating Brush Aerators:**

### **7.5hp Powdercoated & 304L Stainless Steel, Floating Brush Aerator include:**

Rotor, Blades, Frame, Drive Enclosure, and \*\*Mooring System are made out of Powder Coated ASTM A36 Steel

Foam Filled Floats, Floatation Band Attachments, Non-Drive End Bearing Cover, Electric Motor Cover are made out of 304L Stainless Steel.

Drive End and Non Drive End Shafts will be made out of 316L stainless steel.

\*Further detailed build characteristics and materials details are in the aerator specifications.

\*\*Mooring system will include 18' parallel mooring arms, cross-brace assembly, and single girder bar. The single girder bar will mount across the oxidation ditch and anchor into existing concrete walls. A cross-sectional drawing of the ditch is necessary to fabricate the single girder bar.

### **Process Performance & Aerator Operations:**

- Each ECS House Industries, Inc. Floating Brush Aerator shall produce 20.25 lbs.O<sub>2</sub>/hr
- ECS House Industries, Inc. Floating Brush Aerators shall produce a minimum pumping rate of 3,500 gpm/hp

### **Delivery:**

- ECS House Industries, Inc. can guarantee delivery 4-8 weeks after receipt of approved purchase order agreement

### **Start-Up & Training Procedures:**

ECS House Industries, Inc. and Environmental Improvements, Inc. will complete a startup/warranty certification that will help train plant personnel how to properly maintain the Floating Brush Aerators. The startup will include the following:

- Proper oil changing procedure & oil change frequency
- Proper grease lubrication procedures & lubrication frequencies
- Raptor Coupler alignment & replacement
- Drive & Non-Drive End Bearing replacement
- Review Aerator set-up & trouble shooting guide
- Visual aerator inspection: seal surfaces, bearings, & shafts
- Rotor & blade depth adjustment
- After aerator start-up, the Contractor/Representative/or Owner will check the Floating Brush Aerators for proper rotor assembly rotation, and the amperage draw of each electric motor. Each electric motor shall operate at a 90% load based on the nameplate data.
- If any rotor assembly adjustments are necessary to improve the amperage draw and aerator performance, then this adjustment shall be performed in strict accordance to "Aerator Set-Up & Trouble Shooting Guide" provided by ECS House Industries, Inc.

- After Floating Brush Aerators are operating properly, ECS House Industries shall provide documentation reports to the Contractor and Operator certifying the Floating Brush Aerators are operating properly.
- Online Webinars are available to further assist in any start-up and/or training.

**Warranty:**

ECS House Industries, Inc. will provide a one year warranty on defects in materials and workmanship. An extended warranty is offered if the San Antonio River Authority wishes to purchase a preventative maintenance program.

**Project Total:**

One (1) 7.5hp, ECS House Industries, Inc. Floating Brush Aerators, Model #SDB096TA3253075 Built per Scope of Equipment (\$32,400 each)	<b>\$26,900.00</b>
Freight to Converse, Texas	<b>\$3,400.00</b>
Start-Up & Warranty Certification	<b>\$1,500.00</b>
<b>Final Project Total: \$31,800.00</b>	

**\*Pricing does not include state and/or local taxes**

If you have any further questions and/or comments, then please contact me for assistance.  
Thank you for the opportunity to become your Wastewater Treatment partner.

Prepared By:

Chad House  
CEO, ECS House Industries, Inc.

(870) 588-3773 Office  
(870) 588-4669 Fax  
(870) 945-0880 Cell

[chad@houseindustriesinc.com](mailto:chad@houseindustriesinc.com)  
[www.houseindustriesinc.com](http://www.houseindustriesinc.com)

December 21, 2021

City of La Vernia  
102 E. Chihuahua  
La Vernia, TX 78121

Attn: Estimating Department

Re: City of La Vernia Back Up Generator  
Electrical Scope and Pricing

We propose the necessary labor and material to perform the electrical work on the above referenced project per the following:

*Scope of Work:*

- 1) Provide and install (1) 50KW outdoor generator set
- 2) Provide and install (1) 150A Automatic Transfer Switch (ATS)
- 3) Provide and install (1) Annunciator Panel
- 4) Rework and redirect existing conduits to new ATS

*Special Qualifications and/or Clarifications:*

- 1) Price is contingent upon execution of a mutually acceptable contract and project schedule.
- 2) Price is valid for 30 days.
- 3) The following items are **not** included in this proposal:
  - a) Formed concrete
  - b) Cutting, patching, and painting
  - c) Drilling and forming of pole bases
  - d) Bond; however, available for additional cost
  - e) Utility charges
  - f) Sales tax
  - g) Temperature controls and interlock wiring
  - h) Loose motor starters and variable frequency drives
  - i) Eggcrate lenses
  - j) Premium time
  - k) Rock excavation
  - l) Roof penetrations and seals
  - m) Acoustical pads



- 4) The following systems are **not** included in this proposal:
  - a) Tele/data
  - b) CCTV and security
  - c) CATV and satellite
  - d) P/A and sound
  - e) Audio-Visual
  - f) Fire alarm
  - g) Lightning Protection
  - h) Cathodic Protection
- 5) All work to be performed during normal business hours. Normal business hours are Monday through Friday 7:00 A.M. to 3:30 P.M. Excluding Local, State, and Federal Holidays.
- 6) Pricing is based on the use of code approved raceways and wiring methods.
- 7) This project includes a 4-8 hour utility outage to tie in the generator.
- 8) The generator proposed has an attached fuel tank capable of running for 72 hours at full load.
- 9) Updated lead times at the time of this proposal are as follows:
  - a) Generator – 59-61 Weeks from the date of release
  - b) Transfer Switch – 16-18 Weeks from the date of release

*Pricing:*

<b>Generator Installation</b>	<b>Material</b>	<b>\$</b>	<b>43,900.00</b>
	<b>Labor</b>	<b>\$</b>	<b>9,700.00</b>
<b>Crane</b>		<b>\$</b>	<b>3,000.00</b>
<b>Diesel Fuel</b>		<b>\$</b>	<b>2,400.00</b>
<b>TOTAL</b>		<b>\$</b>	<b>59,000.00</b>

We appreciate the opportunity to submit the above proposal. If you have any questions, please call.

Sincerely,

ALTERMAN, INC.



Chris Brannock  
 Service Manager



## City Council Meeting Agenda Item

**Meeting Date:** March 10, 2022

Presentation

Discussion

Discussion/Action

Ordinance

Resolution

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

### **AGENDA ITEM:**

Discussion on budget change of \$10,000 for Public Works Building

### **DISCUSSION:**

Public Works was able to attain an old tower building that was located in the City yard at no charge. They would like to put power, window and some flooring in it to make into their office. The old office would then be used for storage.

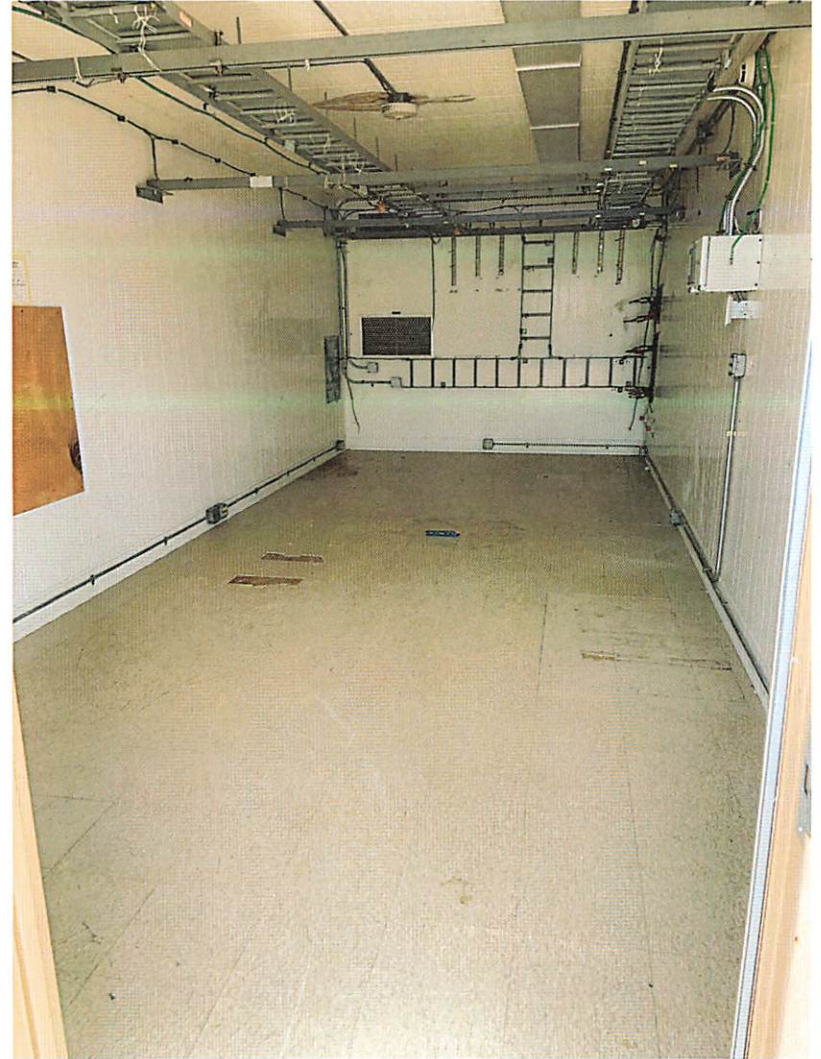
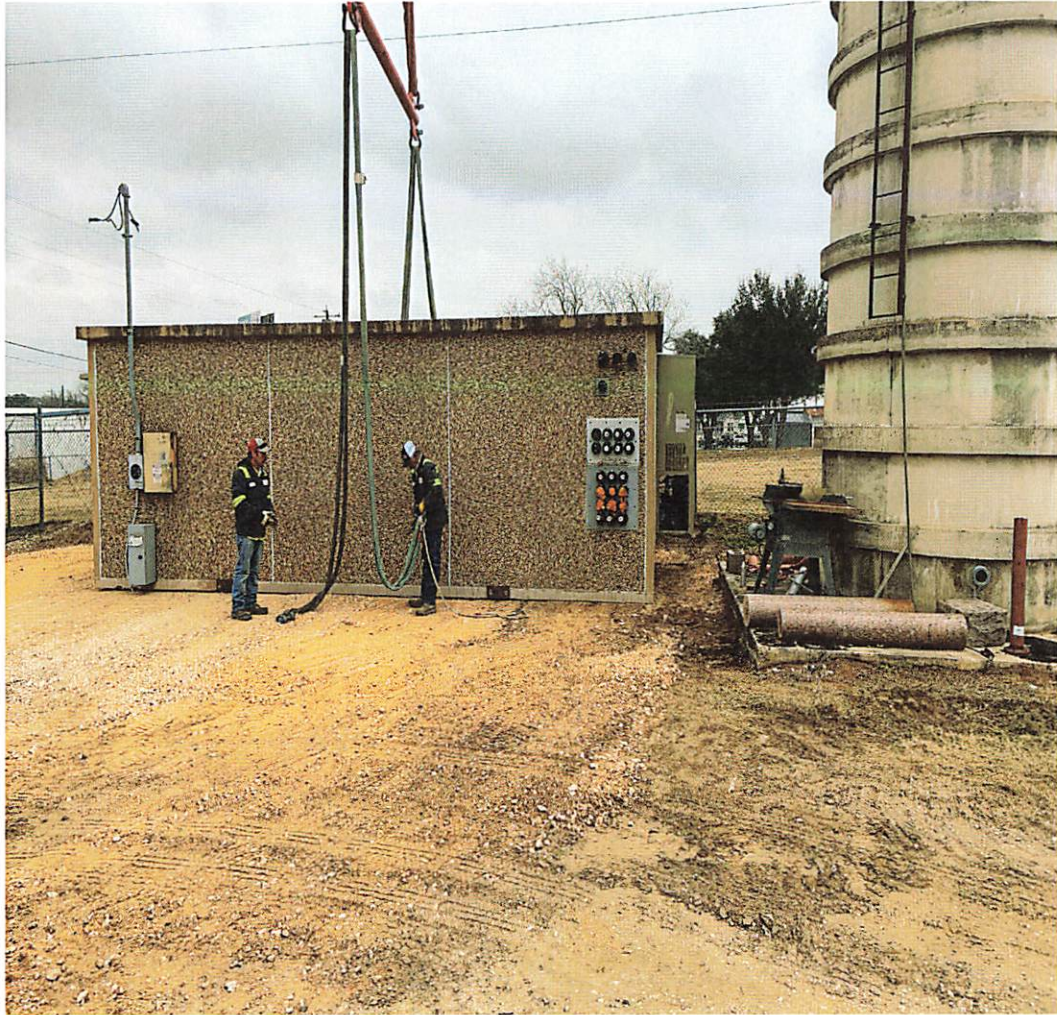
### **BUDGET IMPACT:**

Up to \$10,000

### **STAFF RECOMMENDATION:**

Approve purchases

### **Attachments**



**ORDINANCE NO. 031022-01**

**AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 7, 2022, GENERAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the general city election was called for May 7, 2022, for the purpose of electing members to the City Council; and

**WHEREAS**, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

**WHEREAS**, the Secretary of State's recommended first day that an election may be cancelled and all filing deadlines have passed; and

**WHEREAS**, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the Board of Aldermen to declare the candidates elected to office and cancel the election.

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

**SECTION 1.** The following candidates, who are unopposed in the May 7, 2022 general city election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Martin Poore, Mayor  
Justin Oates, Councilman  
Dianell Recker, Councilwoman

**SECTION 2.** The May 7, 2022 general city election is canceled, and the City Secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling place that would have been used in the election.

**SECTION 3.** It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

**SECTION 4.** This ordinance shall take effect upon its final passage, and it is so ordained.

**PASSED AND APPROVED** this, the 10<sup>th</sup> day of March, 2022.

---

Robert Gregory, Mayor

**ATTEST:**

---

Brittani Porter, City Secretary

**ORDINANCE NO. 031022-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS APPOINTING A MUNICIPAL COURT PROSECUTOR AND ESTABLISHING THE FEES FOR SERVICE TO BE PAID TO THE MUNICIPAL COURT PROSECUTOR FOR SERVICES PERFORMED; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of La Vernia has an ordinance providing for the appointment and oversight of a municipal court prosecutor for the municipal court of the City; and

**WHEREAS**, Chapter 20, Section 20-101 and 20-102 of the La Vernia Code of Ordinances regulates the term of office, appointment and reappointment of municipal prosecutors in accordance with state law provisions in Texas Government Code Chapter 29; and

**WHEREAS**, on March 10<sup>th</sup> 2022 the City of La Vernia, Texas created the Municipal Court; and

**WHEREAS**, the City Council of La Vernia, Texas finds that the appointment of a Municipal Court Prosecutor is necessary to protect the public, health, safety and welfare of the City; and

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

**SECTION 1.** Jennifer Tapia is hereby appointed to serve as the Municipal Court Prosecutor for the City of La Vernia, Texas.

**Part 2.** That during said term, the fees for services provided by Prosecutor Jennifer Tapia shall be in accordance with the fee schedule attached hereto as Exhibit A.

**Part 3.** All other conflicting ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent they are in conflict.

**Part 4.** If any provision of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**Part 5.** This ordinance shall take effect immediately upon its passage, approval and official publication as provided by law.

**PASSED AND APPROVED THIS 10<sup>th</sup> DAY OF MARCH, 2022.**

---

Robert Gregory, Mayor

ATTEST:

---

CITY SECRETARY

## Exhibit A

### **MUNICIPAL COURT PROSECTOR AGREEMENT**

THIS ENGAGEMENT AGREEMENT {"Agreement"} is made this 10<sup>th</sup> day of March, 2022 at La Vernia, Wilson County, Texas by and between the City of La Vernia "Client", and Jennifer Tapia, P.C., "Prosecutor".

Client and Prosecutor agree:

1. Prosecutor will devote its professional abilities to any matter to which Client so directs, strive to keep Client informed of all significant developments, and be available to answer inquiries. Client agrees to fully cooperate with Prosecutor, including but not limited to keeping Prosecutor advised of all developments related to any matter to which Client has requested that Prosecutor address, informing Prosecutor promptly of any change in Client's contact person or telephone number, and promptly responding to Prosecutor's inquiries.

2. Client agrees to compensate Prosecutor for services at the following rates:

Prosecutor:                   \$200.00 per court (as needed)

Jury Trials:                   \$200.00 per court (as needed)

Client will not be billed travel time and mileage for trips to or within La Vernia. Travel time and mileage on behalf of Client to locations not within the City of La Vernia, such as to a state agency or county courthouse, will be billed at \$60.00 per hour and at the applicable IRS Standard Mileage Rate Client agrees to pay to Attorney these costs.



**RESOLUTION NO. 031022-01**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN UPDATED AGREEMENT WITH WILSON COUNTY CONCERNING DEVELOPMENT IN THE CITY OF LA VERNIA'S ETJ; AND AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT.**

**WHEREAS**, an Interlocal Agreement with Wilson County entered in an agreement on April 12, 2002 concerning development in the city's ETJ; and

**WHEREAS**, this agreement will update Interlocal Agreement to allow the city to waive subdivision regulation in the city's ETJ;

**WHEREAS**, the City Council finds it to be in the best interest to have this updated in the agreement with Wilson County for a two (2) year period to renew automatically every year after unless terminated by any party;

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

**SECTION 1.** City Council of La Vernia authorizes the Mayor to sign an Interlocal Agreement with Wilson County for a period of two (2) years, and thereafter shall automatically renew annually.

**SECTION 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

**SECTION 3.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**SECTION 6.** It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**SECTION 7.** This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED**, this 10<sup>th</sup> day of March 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
City of La Vernia

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

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

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

I. Extraterritorial Jurisdiction. (“ETJ”)

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

II. Authority in the Extraterritorial Jurisdiction.

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

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

III. Subdivision Regulations

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

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

B. Terms.

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

C. Notification.

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

D. Development Plats.

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

E. Conveyance Plats.

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

IV. Notification of Requirements for Plat Approval.

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

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

V. Planning and Engineering Standards.

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

VI. Plat Amendment.

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

VII. Miscellaneous.

A. Amendments.

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

B. Approvals.

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

C. No waiver.

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

D. Severability.

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

E. No Third Party Beneficiaries.

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

F. Waiver of Requirements

The City has the option, upon approval by the City Council, to waive the requirement to follow City development standards in a development within the City's ETJ and allow a developer to follow Wilson County subdivision development standards when a letter is sent to the county stating said action and approval.

G. Duration and Termination.

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

H. Private Roads.

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

\_\_\_\_\_  
COUNTY JUDGE  
WILSON COUNTY

\_\_\_\_\_  
MAYOR  
CITY OF LA VERNIA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE