



City of La Vernia
SPECIAL CITY COUNCIL MEETING
VIA VIRTUAL CONFERENCE

February 25, 2021
6:30 PM

JOIN VIRTUAL:

<https://v.ringcentral.com/join/619528178>

Meeting ID: 619528178

USING TELEPHONE OR MOBILE DEVICE:

+1 (267) 9304000

Access Code / Meeting ID: 619528178

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

AGENDA

1. Call to Order

2. Citizens to be Heard

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

3. Consent Agenda

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

- A. Minutes from the February 11, 2021 Regular City Council Meeting

4. Discussion

- A. Discussion on 4th of July celebration in the park for 2021 to include entertainment, budget and cancellation.
- B. Discuss and consider recruiting members for the Planning and Zoning Committee.

5. Discussion/Action

- A. Discuss and consider action on approval of replacement copiers with Knight Office.
- B. Discuss and consider action on approval of creation of Waggin' Tails Dog Park located in City Park.
 - a. Maintenance
 - b. Funding

- C. Discuss and consider action on approval of forming a parks committee to assist with Little League, baseball/softball field and use fees.
- D. Discuss and consider action on approval of CEC schedule for FY 2021 Street Projects.
- E. Discuss and consider purchase of aerator for the Sewer Plant located on River Rd.
- F. Discuss and consider moving forward with obtaining grants for creation of walking trail on city owned property located between Industrial Drive and Forrest Dr.
- G. Discuss and consider action on approval of an agreement with the La Vernia Market to permit them to use a portion of city property for Market Days.
- H. Discuss and consider action on approval to move forward with an TxDot application for sidewalk creation along San Antonio.

6. Ordinance

- A. Discuss and consider action on amendment to Chapter 4 (Animals) definitions and adding dog park rules and signage.
- B. Discuss and consider an ordinance to cancel the May 1, 2021 General Election.

7. Updates:

- A. Winter Weather Storm – Impacts on city services and infrastructure.

8. Items Specific to Future Line Items on the Agenda

9. Adjourn

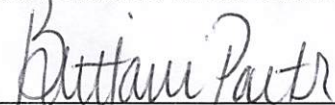
DECORUM REQUIRED

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

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, the undersigned authority, 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 22nd 2021 at 4:30 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



Brittani Porter, City Secretary



City of La Vernia
REGULAR CITY COUNCIL MEETING
VIA TELEPHONE & VIRTUAL CONFERENCE

February 11, 2021
6:30 PM

Minutes

1. Call to Order – Mayor Pro-Tem Poore called the meeting to order at 6:30 PM and declared a quorum. All members present.

Mayor Pro-Tem called for a moment of silence.

2. Citizens to be Heard – there were no citizens to be heard.

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 January 14, 2021 Regular City Council Meeting
- B. Minutes from the January 27, 2021 Special City Council Meeting
- C. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of December
- D. Check Register and financial report for the month of January

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

4. Ordinance

- A. Discuss and consider action on approval of Ordinance No. 021121-01, to call a General Election for the City of La Vernia on May 1st 2021 for the purpose of electing three (3) council members.

MOTION: Councilman Hennette made a motion to approve Ord. No. 021121-01 to call a General Election, seconded by Councilwoman Hutchinson. Motion passes: 5-0.

- B. Discuss and consider action on approval of Ordinance No. 021121-02 to call a special election for May 1st 2021 for the purpose of reauthorizing the adoption of a local sales and use tax in the City of La Vernia at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets.

MOTION: Councilman Hennette made a motion to approve Ord. No. 021121-02 to call a special election for May 1st 2021 for the purpose of reauthorizing the adoption of a local sales and use tax, seconded by Councilwoman Recker. Motion passes: 5-0.

5. Items Specific to Future Line Items on the Agenda

- Grants – walking trail, side walks
- Sewer Plant

- An agreement that needs to be transferred which will be a joint meeting
- Streets
- Dog Park
- Next Mtg will be Thursday, February 25th

6. Adjourn – Councilman Hennette made a motion to adjourn, seconded by Councilman Oates. All members were in favor, meeting was adjourned at 6:45 PM.

Yvonne Griffin, City Administrator for
Brittani Porter, City Secretary



City Council Meeting Agenda Item

Meeting Date: 02-18-2021

Presentation

Discussion

Discussion/Action

Ordinance

Resolution

Other: _____

AGENDA ITEM:

Contract with Knight Office Solutions for copier replacements

DISCUSSION:

The current copiers are about 5 years old and are starting to fail. The picture quality that the PD needs is not where it should be anymore. They are continuously having maintenance issues. Knight has suggested going with a Lanier IM C400F, these are the machines that replaced the C305SPF. The number of pages in B/W and Color will remain the same but will print at 40 pages per minutes versus 30.

The current copier is no long in production.

BUDGET IMPACT:

The new monthly cost will be \$425 per month compared to \$435 per month. This would-be a saving of \$120.00 per month. Copy overages will go down from B/W .0215 to .015 and for Color .10 to .07.

STAFF RECOMMENDATION:

Approve the new contract with Knight Office Solutions

Attachments

Printer comparisons and cost breakdown.

Financial Consideration

Equipment*	Proposed 60 Month Agreement
Two New Lanier IM C400F Multi-Functional Digital Systems	\$425.00

*Customer to own existing Lanier MP2555 SN# C297R600797

Agreement Includes

- Includes 12,000 black & white pages billed quarterly at \$0.015 per page.
- Include 1,500 color pages billed quarterly at \$0.07 per color page.
- Onboarding: delivery, installation, configuration, and training
- Offloading: disposal of two existing Lanier MPC305 copiers
- Supplies: Toner, drums, developer, and other parts**
- Labor & travel
- Online access & help desk

Cost Comparison

Current Cost:	
Cost per Month = \$435.00	
Includes 12,000 B/W Pages per quarter	
B/W .0215 Color .10	109 Pages - Avg Monthly Overage Cost B&W = \$2.72
	Includes 1,500 Color Pages per quarter
Total Spend: \$437.72	
Proposed Cost:	
Cost per Month = \$425.00	
Includes 12,000 B/W pages per quarter	
Includes 1,500 Color pages per quarter	
Overage rate reduced to \$0.015 for B/W, \$0.07 for color	
Benefits: Customer to own existing MP2555, machine stays on service agreement. Lower cost per page .015 for black and white and .07 for color Annual Savings \$120.00	

MP C305SP/MP C305SPF

MAIN SPECIFICATIONS

Aficio®

GENERAL

Warm-up time:	23 seconds
First output speed:	Full colour: 11 seconds B/W: 7 seconds
Continuous output speed:	Full colour: 30 pages per minute B/W: 30 pages per minute
Memory:	Maximum: 1 GB
Dimensions (W x D x H):	498 x 532 x 505 mm
Weight:	45 kg
Power source:	220 - 240 V, 50/60 Hz

COPIER

Copying process:	Dry electrostatic transfer system
Multiple copying:	Up to 99 copies
Resolution:	600 dpi
Zoom:	From 25% to 400% in 1% steps

PRINTER

Printer language:	Standard: PCL5c, PCL6, Adobe® PostScript® 3™
Print resolution:	300 dpi, 600 dpi, 1,200 dpi
Interface:	Standard: USB 2.0, Ethernet 10 base-T/100 base-TX Option: Bi-directional IEEE 1284, Wireless LAN (IEEE 802.11a/g), Bluetooth, Gigabit Ethernet
Network protocol:	Standard: TCP/IP Option: IPX/SPX
Windows® environments:	Windows® XP, Windows® Vista, Windows® 7, Windows® Server 2003, Windows® Server 2008, Windows® Server 2008R2
Mac OS environments:	Macintosh OS X Native v10.2 or later
UNIX environments:	UNIX Sun® Solaris, HP-UX, SCO OpenServer, RedHat® Linux, IBM® AIX
Novell® Netware® environments:	v6.5
SAP® R/3® environments:	SAP® R/3 3.x® or later

SCANNER

Scanning speed:	Full colour: Maximum 30 originals per minute B/W: Maximum 30 originals per minute
Resolution:	100 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi
Original size:	A4, A5, B5
File format:	Single page TIFF, Single page JPEG, Single page PDF, Single page High compression PDF, Single page PDF-A, Multi page TIFF, Multi page PDF, Multi page High compression PDF, Multi page PDF-A
Bundled drivers:	Network TWAIN
Scan to:	E-mail: SMTP, POP, IMAP4 Folder: SMB, FTP, NCP (Option)

FAX

Circuit:	PSTN, PBX
Compatibility:	ITU-T (CCITT) G3
Resolution:	8 x 3.85 line/mm, 200 x 100 dpi 8 x 7.7 line/mm, 200 x 200 dpi
Transmission speed:	G3: 2 second(s) (200 x 100 dpi, JBIG)
Modem speed:	Maximum: 33.6 Kbps
Scanning speed:	2.4 second(s)
Memory capacity:	4 MB
Memory backup:	Yes

PAPER HANDLING

Recommended paper size:	Standard paper tray(s): A4, A5 Bypass tray: A4, A6
Paper input capacity:	Maximum: 1,350 sheets
Paper output capacity:	Maximum: 200 sheets
Paper weight:	Standard paper trays: 60 - 163 g/m ² Bypass tray: 60 - 220 g/m ² Duplex tray: 60 - 163 g/m ²

ECOLOGY

Power consumption:	Maximum: 1.2 kW Ready mode: 45 W Sleep mode: 1.2/1.3 W TEC (Typical Electricity Consumption): 1,170/1,191 W/h
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SOFTWARE

Standard:	SmartDeviceMonitor Web SmartDeviceMonitor® Web Image Monitor
Optional:	Unicode Font Package for SAP

OPTIONS

Platen cover, ARDF, 2 x 500-sheet paper tray, One-bin tray, Cabinet, Hard Disk Drive, Bi-directional IEEE 1284, Wireless LAN (IEEE 802.11a/g), Bluetooth, Gigabit Ethernet, VM Card, Netware, Pictbridge, Browser unit, Counter interface, File format converter, Copy Data Security Unit, Fax board

For availability of models, options and software, please consult your local Ricoh supplier.



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www.ricoh-europe.com

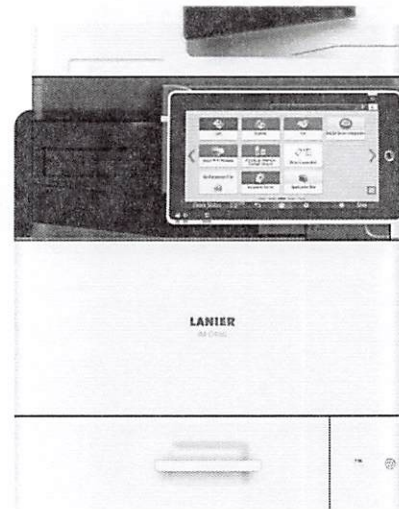
RICOH
imagine. change.

For more information,
please contact

Your Solution

Two New Lanier IM C400F Multi-Functional Digital Systems

- 42 Pages Per Minute Black & White and Full Color
- 1200 x 1200 DPI Resolution
- Network Printing /Scanning/Copy/Faxing
- Scans up to 40 Images Per Minute B&W and 80 Images Per Minute Color
- 10.1" Customizable touchscreen display
- 1 x 550 Sheet Paper Trays
- 100 Sheet Bypass
- 320 GB Hard Disk Drive
- 2 GB Ram
- USB SD Card Slot
- Postscript3 Emulation
- Medium Cabinet



Our Promise to You

We guarantee that your equipment will perform to the manufacturer's published specifications (enclosed) or we will replace your machine with a unit of comparable capability at no additional cost. This guarantee is valid for the entirety of your contract term.

Equipment Usage

City of La Vernia

SCL25467358-01									
Equipment Number	Serial Number	Make	Model	Meter Type	Location	Avg Mo Vol 6 Mo	Avg Mo Vol 12 Mo	Recent Meter Date	Recent Meter Reading
EQ00015936	W794P602900	LANIER	MPC305SPF	B\W	Police Dept	1,106	1,443	12/28/2020	93,072
EQ00015936	W794P602900	LANIER	MPC305SPF	Color	Police Dept	539	867	12/28/2020	47,887
EQ00015930	W794P700636	LANIER	MPC305SPF	B\W	City Secretary	569	750	12/28/2020	39,981
EQ00015930	W794P700636	LANIER	MPC305SPF	Color	City Secretary	1,158	611	12/28/2020	35,166
EQ00020438	C297R600797	LANIER	MP2555SP	B\W	City Secretary printer 192.168.0.189	1,694	1,916	9/30/2020	106,555
Contract Billing Details						Total B & W Copies	3,369	4,109	
Base Billing				Included	Monthly	Total Color Copies	1,697	1,478	
Covered B & W Copies			12,000	Quarterly					
Covered Color Copies			1,500	Quarterly					
Excess B & W Rate			\$0.025	Quarterly					
Excess Color Rate			\$0.106	Quarterly					

2 1/2
10

Financial Consideration

Equipment*	Proposed 60 Month Agreement
Two New Lanier IM C400F Multi-Functional Digital Systems	\$425.00

*Customer to own existing Lanier MP2555 SN# C297R600797

All Inclusive Service Agreement Includes Existing Lanier MP2555

Includes 12,000 black & white pages per quarter overages billed quarterly at \$0.015 per page.

- Includes 1500 color pages per quarter overages
- billed quarterly at \$0.07 per color page.
- Onboarding: delivery, installation, configuration, and training
- Offloading: disposal of existing equipment Two Lanier MPC305 copiers
- Supplies: Toner, drums, developer, and other parts**
- Labor & travel
- Online access & help desk

Implementation Schedule

Today		Approval to proceed
5-7 days		Delivery scheduled
		Installation logistics identified
7-9 days		Off-site equipment configuration
10 days		Installation
		Training with on-site staff
		Old equipment removed from site, if applicable

*Business days, on average

LANIER IM C300F/IM C400F/IM C400SRF

MAIN SPECIFICATIONS

	IM C300F	IM C400F	IM C400SRF
GENERAL			
Warm-up time	19 seconds	17 seconds	17 seconds
First output speed: B/W	7.2 seconds	6.2 seconds	6.7 seconds
First output speed: full color	8.6 seconds	7.4 seconds	7.9 seconds
Continuous output speed	31 ppm B/W, color	45 ppm B/W / 42 ppm color	45 ppm B/W / 42 ppm color (simplex) / 38 ppm color (duplex)
Memory: standard	2 GB	2 GB	2 GB
Memory: maximum	2 GB	2 GB	2 GB
HDD: standard	320 GB	320 GB	320 GB
HDD: maximum	320 GB	320 GB	320 GB
Weight	103.6 lbs. (47 kg)	110.2 lbs. (50 kg)	132.3 lbs. (60 kg)
Dimensions: W x D x H	19.6" x 22.1" x 20.1" (498 x 561 x 510 mm)	19.6" x 22.1" x 23.2" (498 x 561 x 590 mm)	24.2" x 22.1" x 27.8" (615 x 561 x 706 mm)
Power source	120V – 127V 60 Hz	120V – 127V 60 Hz	120V – 127V 60 Hz
COPIER (STANDARD)			
Multiple copying		Up to 999 copies	
Copy resolution: maximum		600 x 600 dpi	
Zoom		From 25% to 400% in 1% steps	
PRINTER (STANDARD)			
Printer language: standard		PCL5c, PCL6, PostScript 3 (emulation), PDF direct (emulation)	
Printer language: option		Genuine Adobe® PostScript®3™, PDF Direct from Adobe®	
Print resolution: maximum		1,200 x 1,200 / 1 bit	
Network interface: standard		Ethernet 10 base-T/100 base-TX/1000 base-T, USB Host I/F Type A, USB Host I/F Type B	
Network interface: option		Wireless LAN (IEEE 802.11a/b/g/n)	
Mobile printing capability		Apple AirPrint™, Mopria, NFC, RICOH Smart Device Connector	
Network protocol		TCP/IP (IP v4, IP v6)	
Windows® environments		Windows® 7/8.1/10, Windows® Server 2008/2008R2/2012/2012R2, Windows® Server 2016, Windows® Server 2019	
Mac OS environments		Macintosh OS X Native v10.11 or later	
UNIX environments		UNIX Sun® Solaris, HP-UX, SCO OpenServer, RedHat® Linux Enterprise, IBM® AIX	
SAP® environments		SAP® R/3®, SAP® S/4®	
SCANNER (STANDARD)			
Scanning: B/W		41 ipm (simplex) / 82 ipm (duplex) @ 200/300 dpi, Letter size	
Scanning: full color		41 ipm (simplex) / 82 ipm (duplex) @ 200/300 dpi, Letter size	
Resolution: maximum		600 dpi (1200 dpi via TWAIN)	
Compression method		B/W: TIFF (MH, MR, MMR, JBIG2) Grayscale – Color: JPEG	
File formats		Single page: TIFF, JPEG, PDF, High compression PDF, PDF/A Multi page: TIFF, PDF, High compression PDF, PDF/A	
Scan modes		E-mail, Folder, USB, SD Card, URL, FTP	
FACSIMILE (STANDARD)			
Circuit		PSTN, PBX	
Compatibility		ITU-T (CCITT) G3	
Transmission speed		2 seconds	
Modem speed: maximum		33.6 Kbps	
Resolution: standard		8 x 3.85 line/mm, 200 x 100 dpi, 8 x 7.7 line/mm, 200 x 200 dpi	
Compression method		MH, MR, MMR, JBIG	
Scanning speed		40 spm (simplex) / 80 spm (duplex)	
PAPER HANDLING			
Recommended paper size		Letter, Legal, HLT, A4, A5, B5	
Paper input: standard	250 sheets	550 sheets	550 sheets
Paper input: bypass	100 sheets	100 sheets	100 sheets
Paper input: maximum	2,000 sheets	2,300 sheets	2,300 sheets
Paper output: standard	100 sheets	100 sheets	250 sheets
Paper weight		Trays: 60 – 163 g/m ² Bypass: 60 – 220 g/m ² Duplex: 60 – 163 g/m ²	
Paper types		Plain, Recycled, Special, Color, Letterhead, Cardstock, Preprinted, Bond, Coated, Envelope, Label, OHP	

LANIER IM C300F/IM C400F/IM C400SRF

MAIN SPECIFICATIONS

	IM C300F	IM C400F	IM C400SRF
ECOLOGY			
Power consumption: maximum	Less than 1,300 W	Less than 1,400 W	Less than 1,400 W
Power consumption: sleep	0.65 W	0.65 W	0.65 W
TEC*	0.37 kWh	0.54 kWh	0.56 kWh
ENERGY STAR®		Certified	
EPEAT®		Gold Rated*	
		*EPEAT Gold rating is applicable only in the USA.	
PAPER HANDLING OPTIONS			
1 x 550-sheet Paper Feed Unit (PB1170)		Paper size: Letter, Legal, HLT, A4, A5, B5 Paper weight: 60 – 163 g/m ²	
1 x 100-sheet Bin Tray (BN1040)		Paper size: Letter, Legal, HLT, A4, A5, B5 Paper weight: 60 – 163 g/m ²	
OTHER OPTIONS			
Caster Table Type Y, Low Cabinet Type V, Medium Cabinet Type W, Tall Cabinet Type X, IEEE 802.11a/g/n Interface Unit Type M19, NFC Card Reader Type M13, Page Keeper Type M28, PostScript3 Unit Type M41, VM CARD Type M37, ESP XG-PCS-15D Power Filter, ESP S1 Power Filter			
CONSUMABLES			
Toner: black (regular yield)	17,000 prints	17,000 prints	17,000 prints
Toner: cyan/magenta/yellow (regular yield)	6,000 prints	6,000 prints	6,000 prints
Toner: black (high yield)	N/A	17,500 prints	17,500 prints
Toner: cyan/magenta/yellow (high yield)	N/A	8,000 prints	8,000 prints
Staple set	N/A	N/A	5,000 staples
Staple refill	N/A	N/A	10,000 staples
Consumable yield measuring method based on A4, 5% coverage			



*TEC value is measured based on the ENERGY STAR Ver. 3.0 test method.

Some options may not be available at the time of market release.

Specifications are subject to change without notice.

For maximum performance and yield, we recommend using genuine Lanier parts and supplies.

Some features may require additional options and/or charges.

Ricoh USA, Inc.

300 Eagleview Boulevard
Exton, PA 19341



1-855-5-LANIER



www.lanier.com

LANIER

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Managing Technology
Building Trust

12961 Park Central
Suite 1470
San Antonio, TX 78216

Phone: (210) 340-8909
Fax: (210) 340-8755
knightoffice.com

SALES ORDER

SALES ORDER DATE 1/13/2021 CREDIT SALE Matt Menger

SHIP TO <u>City of La Vernia</u>	BILL TO <u>City of La Vernia</u>
ADDRESS <u>102 E Chihuahua St</u>	ADDRESS <u>102 E Chihuahua St</u>
CITY <u>La Vernia</u> ST <u>TX</u> ZIP <u>78121</u>	CITY <u>La Vernia</u> ST <u>TX</u> ZIP <u>78121</u>
CONTACT <u>Yvonne Griffin</u>	CONTACT <u>Yvonne Griffin</u>
PHONE <u>(830) 779-4541</u> FAX <u>(830) -</u>	PHONE <u>(830) 779-4541</u> FAX <u>(830) -</u>
EMAIL <u>yvonne.griffin@lavernia-tx.gov</u>	CUST. PO# _____

QTY	ITEM CODE	DESCRIPTION	SERIAL #	PRICE	TOTAL \$
1	418562	Lanier IM C400F <i>Police Dept</i>			
1	418562	Lanier IM C400F <i>City Secretary</i>			
See Lease					

ADMINISTRATIVE NOTES:		SALES ORDER #	INVOICE #	SUBTOTAL
<input type="checkbox"/> SALE	<input type="checkbox"/> DEMO	<input type="checkbox"/> TRADE-IN	Yes No <input type="checkbox"/> Setup Supplies	FREIGHT
<input checked="" type="checkbox"/> LEASE	<input type="checkbox"/> EXCHANGE	<input type="checkbox"/> LEASE RETURN	IT Install <input checked="" type="checkbox"/> <input type="checkbox"/> Transfer #	SALES TAX
LEASE # _____	<input type="checkbox"/> MOVEMENT	<input checked="" type="checkbox"/> DISPOSAL	Stairs <input type="checkbox"/> <input checked="" type="checkbox"/>	Tax Exempt*
<input type="checkbox"/> PPT INCL	<input type="checkbox"/> DEALER SHIP IN	Hot Swap <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Standard	TOTAL
<input type="checkbox"/> RENTAL			<input type="checkbox"/> Other	

Deliver Via: Delivery Truck DATE _____ *If "Yes", Tax Exempt form included

COMMENTS TO: SERVICE _____
 DELIVERY _____
 SHIPPING/RECEIVING _____
 ACCOUNTING _____

CUSTOMER/GENERAL Customer to own existing Lanier MP2555 SN#C297R600797

EQUIPMENT REMOVAL Please pick up and dispose of two Lanier MPC305SPF (SN#: W794P602900, W794P700636)

Knight Office Solutions	City Of La Vernia
KOS Acceptance _____	Customer Acceptance <input checked="" type="checkbox"/> _____
(print name) _____	(print name) _____
date signed _____	date signed _____

BY SIGNING ABOVE, CUSTOMER ACCEPTS TERMS AND CONDITIONS ON REVERSE SIDE

TERMS AND CONDITIONS

It is agreed:

1. This order is subject to approval and acceptance by Seller, and, when so accepted, is binding on both parties.
2. This order may not be cancelled by the Purchaser after signature.
3. Title to and right of possession of all merchandise remains vested in Seller until the full purchase price shall have been received by Seller.
4. Loss or damage to said merchandise by fire, theft, misuse or otherwise while in Purchaser possession shall not relieve Purchaser from making all payments provided for herein.
5. If time of delivery is specified herein, Seller agrees to act in good faith with reasonable dispatch to effect due and timely shipment, but, performance on its part is necessarily subject to Governmental acts, and to delays resulting from strikes, fires, delays by shippers, accidents, acts of God and any other cause beyond its control.
6. This is a binding agreement, and shall be sufficient as a financing agreement and may be filed as such in any jurisdiction in order to perfect such interest.
7. This order supersedes all other oral or written communication between buyer and seller.

8. ASSUMPTION OF RISK OF DATA LOSS AND RELEASE OF LIABILITY

Customer has been advised by Knight Office Solutions (KOS) of the risk of computer data loss when transferring or migrating data from Customer's computer system to a new, existing or upgraded system or the loading of software for any equipment installed. KOS can provide no guarantee or warranty, express or implied, as to the amount of data that can be safely transferred. Customer, fully aware of the risk of loss, and having ample opportunity to decide not to proceed with the transfer or migrating of data, is instead willing to assume all associated risk of data loss, and further agrees to hold KOS and its agents, employees, and representatives harmless and fully release KOS from any and all claims relating to the loss of any data should any said loss occur. The performance of services by KOS shall constitute adequate consideration for the legal enforcement of the release of liability.

9. AGREEMENT OF NON-SOLICITATION

In exchange for the performance of services by KOS, Customer agrees to refrain from the solicitation, directly or indirectly, of any KOS employee for employment with Customer, or any business associated with Customer.

10. WARRANTY

All services provided by KOS come with a 90-day parts & labor warranty. Warranty will be void if serviced product(s) are serviced by any other company other than KOS.

11. UNCLAIMED PRODUCT(S) Product(s) not claimed within 30 days of work order date become the property of KOS.

12. RETURNS & RESTOCK FEES

No returns 30 days from date of purchase. Returned items are subject to a restocking fee of 15% on each item. Non product items such as freight and labor but not limited to are not refundable. KOS has the sole discretion not to accept returns.

13. DATA

Customer is solely responsible for the removal of any data and/or images retained on the existing equipment.

14. EQUIPMENT REMOVAL

Customer assumes all liability for the disclosure of data and/or images retained on any equipment removed by Knight Office Solutions. Customer acknowledges its full responsibility for any damages and/or financial penalties which may be incurred and holds Knight Office Solutions harmless for any and all claims including attorneys' fees and costs.

15. Knight Office Solutions will not accept Credit Cards as a form of payment for equipment sales. Acceptable forms of payment include cash, check, money order, or certified funds



MAINTENANCE AGREEMENT

Company: City of La Vernia

Sales Rep: Matt Menger

Meter Reading Contact:				Accounts Payable Contact:			
CONTACT NAME (Alternate if AXESS is checked below) Yvonne Griffin				CONTACT NAME Yvonne Griffin			
ADDRESS 102 E Chihuahua St				ADDRESS 102 E Chihuahua St			
CITY	STATE	ZIP		CITY	STATE	ZIP	
La Vernia	TX	78121-0225		La Vernia	TX	78121	
PHONE		EXT		PHONE		EXT	
(830) 779-4541				(830) 779-4541			
PREFERRED METHOD OF CONTACT <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <u>yvonne.griffin@lavernia-tx.gov</u>				EMAIL yvonne.griffin@lavernia-tx.gov		FAX (830) -	

EFFECTIVE DATE _____ AGREEMENT TERM 60 Month Term

MODEL/DESCRIPTION	Location (Local/Network)	SERIAL#	EQUIPMENT ID	START METER
Lanier IM C400F	Police Dept			
Lanier IM C400F	City Secretary			

Included: Quarterly

Included	
Includes B/W Pages	12,000
Includes Color Pages	1,500
Excess B/W Pages @	\$0.01500
Excess Color Pages @	\$0.07000

INCLUDES: Parts Labor Travel Drum Developer Toner

SPECIAL INSTRUCTIONS:
Overages billed quarterly.

AUTHORIZED CUSTOMER SIGNATURE: X

PRINT NAME: _____ TITLE: _____ DATE: _____

KNIGHT OFFICE SOLUTIONS ACCEPTANCE: _____ DATE: 1/13/2021

BY SIGNING, CUSTOMER ACCEPTS TERMS AND CONDITIONS ON REVERSE SIDE.

Terms & Conditions

1. This agreement applies only to equipment listed on the face hereof, and does not apply to any equipment not listed.
2. All service calls will be made by Knight Office Solutions during normal business hours, 8:00am–5:00pm, Monday–Friday. Service provided outside of normal business hours shall be furnished at Knight Office Solutions' sole discretion upon customer request. Service provided outside of normal business hours is subject to additional charges. Details available upon request.
3. During the term of this agreement, Knight Office Solutions will provide, without charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments.
4. All toner and ink cartridges provided under this Agreement shall at all times remain the property of Knight Office Solutions. Client may use the toner and ink cartridges pursuant to the terms of this Agreement, but Client shall not have any ownership rights in or to the toner or ink cartridges. In the event this Agreement is terminated, Client shall make available all toner and ink cartridges for pick-up by Knight Office Solutions within three (3) business days after the date of termination.
5. Client shall not be charged for any toner or ink cartridges in use upon the expiration of this Agreement. Any toner or ink cartridges not returned to Knight Office Solutions shall be billed to Client at the prevailing retail purchase price. Cartridges ordered in excess of those required for the number of prints produced may be billed to Client by Knight Office Solutions.
6. This agreement shall remain in full force and effect for the coverage period noted in the contract. Client's obligation to pay all charges which have accrued shall survive any termination of this agreement.
7. This agreement is cancelable with 60 days written notice prior to next billing cycle.
8. This agreement will automatically renew for a period of 60 days.
9. This agreement shall be subject to a reasonable rate increase on an annual basis of up to 10%.
10. This agreement does not include applicable taxes.
11. This agreement shall not provide for service or repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty; or by repairs made by non-Knight Office Solutions personnel; or by operating equipment out of manufacturer specifications. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer at the current effective rate. Current effective rates are available upon request.□
12. This agreement shall not provide for IT assistance beyond the initial installation warranty period, nor shall it provide for IT assistance necessitated by operator error or non-Knight Office Solutions equipment malfunction. Any such assistance provided by Knight Office Solutions will be invoiced at the current effective rate.
13. This agreement shall not provide for onsite assistance directly or indirectly required due to customer software, network support (including, but not limited to, loading print drivers, server settings, print formatting, scan to email, etc.), computers, servers, or other information systems, including but not limited to, additions or changes to hardware not specified by this agreement. Any such assistance provided by Knight Office Solutions will be invoiced at the current effective rate.
14. This agreement shall not provide for services connected with the relocation of equipment. Any such services provided by Knight Office Solutions will be invoiced at the current effective rate.
15. Client shall notify Knight Office Solutions promptly upon installing any additional equipment ("Additional Equipment") at Client's Site that is capable of using Knight Office Solutions-supplied toner and ink cartridges. Additional Equipment will be listed as an addition to Schedule A Addendum.
16. It is the responsibility of the customer to provide monthly meter readings; to install paper, toner, and staples; and to dispose of used toner.
17. This agreement constitutes the entire agreement between the customer and Knight Office Solutions with respect to services provided by Knight Office Solutions.
18. This agreement is non-transferable by the customer and becomes void if the equipment is sold or moved out of the service area.
19. Customer is solely responsible for the removal of any data and/or images retained on the existing equipment. Knight Office Solutions, at the written request of the customer, will remove/erase information retained on hard drive. Any such services provided by Knight Office Solutions shall be billed to customer at the current effective rate.
20. Knight Office Solutions shall have no responsibility to the Client or any other person or entity with respect to consequential or incidental liability caused by any equipment or replacement parts or units, or Service provided by Knight Office Solutions, including, but not limited to, any interruption of service, loss of business or anticipatory profits, or consequential damages resulting from the use or operation of the Equipment, even if Knight Office Solutions has been advised in advance of the possibility or likelihood of such
21. Each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and representatives from any and all claims, losses, damages or expenses, including but not limited to, court costs, fees and expenses of counsel and attorney fees to the extent any such claim, loss, or damage results from a breach of the terms of the Agreement.

Revised 12/19



IT CONFIGURATION / INSTALLATION DOCUMENT

Sales Rep: _____

Date: _____

Company Information

Company Name: _____ City of La Vernia
 Address: _____ 102 E Chihuahua St

 City: _____ La Vernia
 State: _____ TX
 Zip: _____ 78121
 Fax: _____

Primary POC: _____ Yvonne Griffin
 Title: _____
 Phone: _____ (830) 779-4541
 Email: _____ yvonne.griffin@lavernia-tx.gov
 Network POC: _____
 Phone: _____
 Email: _____

Customer IT on Site? Yes No
 Preinstall Needed? Yes No

3rd Party Vendor Name: _____

Customer Details

(Internal use only, please use Installation Guide if more than 2 devices)

Existing Device

Make: _____ 2 x Lanier
 Model: _____ MPC305SPF

HDD Cleanse? Yes No

New Device

Make: _____ 2 x Lanier
 Model: _____ IM C400Fs

Data Security Enabled? Yes No

MFP Features Required

	Yes	No		Yes	No	Fax Considerations	
Scan to Email	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Active Network Drop	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fax Forwarding	Yes <input type="checkbox"/> No <input type="checkbox"/>
Scan to Folder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wireless	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fax Driver	Yes <input type="checkbox"/> No <input type="checkbox"/>
User Codes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PostScript	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Ph. Line	<input type="checkbox"/>
LDAP	<input type="checkbox"/>	<input checked="" type="checkbox"/>				Analog Ph. Line	<input type="checkbox"/>

Server / Workstation Information

Server Yes No

(No.) of Workstations*		Server	Workstation System	
(1-5)	<input type="checkbox"/>		Computer	Operating System, version*
(6-10)	<input type="checkbox"/>		PC Only <input type="checkbox"/>	N/A
(11-15)	<input type="checkbox"/>		PC & Mac Mix <input type="checkbox"/>	
(16-25)	<input type="checkbox"/>		Macintosh Only* <input type="checkbox"/>	
(26+)	<input type="checkbox"/>	Est. #	*Only enter version # for Macintosh	

Solutions

Fiery None

Other, please list:

Special Delivery Requirements

SCOPE OF WORK

Terms and Conditions

Knight Office Solutions agrees to provide software, and driver installation for the customer. Knight Office Solutions agrees to connect the equipment as listed on Sales Agreement to existing network. Installation and on going support is subject to the following terms and conditions.

- 1) Knight Office Solutions will provide installation and configuration at the server level and on specified workstations. The install and support will include scan to email, folder, fax routing and scan destination management. Upon completion of the installation Knight Office Solutions will provide ongoing helpdesk remote assistance. This support may require access to client computers and network. Problems arising from client computers or networks that require onsite IT services may be billed at the then current hourly rate with a minimum one hour billing.
- 2) Customer will provide an active network port and cabling, adequate space for printer, and a network support person for installation support, workstation setup and training.
- 3) Knight Office Solutions will provide an overview of print driver configuration and deployment to the key individual. All software installed at customer's location is governed by software manufacturer's licensing agreement. Maintenance of the licensing agreement is the customer's responsibility.
- 4) Changes in the operating environment as listed on the attached Technology Survey, (including, but not limited to changes to operating system, network software, software application changes, hardware and software updates, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be billed at the then current Knight Office Solutions Service Rate.
- 5) Customer acknowledges that it is advisable and the sole responsibility of the customer prior to installation or service of the products to back up all data contained on the computer which customer, in its sole discretion, deems necessary including, without limitation all directories, sub-directories and partitions. If any data is damaged or deleted, customer is responsible for restoring such data to the computer. Knight Office Solutions is not responsible for any virus that may result from inadequate virus protection. In consideration of Knight Office Solutions agreeing to perform such installation, customer agrees for itself, its employees, agents, successors and assigns, to hereby release and forever discharge Knight Office Solutions and its employees, agents, successors and assigns from any and all claims, debts, liabilities, costs, expenses (including attorney's fees), damages, actions and causes of action of every kind and nature, in law and in equity, related to or arising from the installation, service, maintenance, function or use of the products and the actions of any employees or agents of Knight Office Solutions related to the installation, maintenance, function or use of the software or hardware.

Customer Acceptance

These services are offered on the condition that you the customer agrees to the terms and conditions set forth in this document. By signing below you accept the terms and conditions. The document is not valid without a signature from Knight Office Solutions.

Accept Decline

Customer Signature:

Date: _____

X

Company

City of La Vernia

De Lage Landen Financial Services, Inc.

Lease Agreement

Send Email Invoice To:

LESSEE	Full Legal Name City of La Vernia		Tax ID No		Phone Number (830) 779-4541		
	Billing Address 102 E Chihuahua		City La Vernia	State TX	Zip 78121	Attention to:	
Equipment Location (if not same as above):			County		Purchase Order Requisition Number		
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)		
	Lanier	IMC400F		1	Police Dept		
	Lanier	IMC400F		1	City Secretary		
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	Plus Applicable Taxes		Term of Lease in Months		
	60	\$425.00	Plus Applicable Taxes		60		
	Lease Payment <input checked="" type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies (check one)			Security Deposit		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	
	Sales tax Exempt <input type="checkbox"/> Please provide valid certificate					End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Other _____	
					End of Lease Purchase Option shall be FMV unless another option is selected.		
					(PLUS) First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed Plus Applicable Taxes + + =		

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. **Term:** This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign or fund this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. **Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. **Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. **Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. **Taxes:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at

the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. **Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. **End of Lease, Return, Purchase Option, and Renewal:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. **Miscellaneous:** You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/usprivacy.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED / NOT NEW		
	Signature	DOB	Date
	Title	Print Name	
	Legal Name of Corporation City of La Vernia		

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Date	Title

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.		
	Signature	Name of Guarantor	Date

080EDOC243v15

Project Budget

DOG PARK

Project Funding

Items listed must be supported by bids or documentation

Show how the item will be funded in whole or in part

Budget Item		Vendor	Total Cost	Organization Monetary Contribution	Donations
1	Fence includes install w/ 6 gates	Texas Ranch Worx	\$12,250		\$14,622.00
	Water fountains for dogs X's 3	Dog-On-It-Parks	\$5,394		\$5,700.00
3	4 Poop stations/3 trash cans & bags	Dogi Pot X5	\$1,100.00		\$1000.00
4	Sun shade - Large 18x27	Adkins Sun Covers LLC	\$4,000.00		\$4,000.00
5	Park Benches x4	National Outdoor Furniture Inc	\$2,140.00		\$1,600.00
6	Boulders	Feroblock Rocks	\$700.00		\$750.00
7	loby Fees 8% to crowdfunding site	In Our Backyard, Inc 8%fee	\$2,560.00		\$2,560.00
8	Signage, promotional materials & graphic arts	Alpha Graphics, UPS, Mooseman Digital, WCN	\$2,500.00		\$2,000.00
	TOTAL DOLLARS		\$19,644.00		\$32,232.00



City Council Meeting Agenda Item

Meeting Date:

Presentation

Discussion

Discussion/Action

Ordinance

Resolution

Other: _____

AGENDA ITEM:

To form a committee of MDD and/or City Council members to create a Plan for park and Little League

DISCUSSION:

This committee would be to create a plan to attract tournaments to La Vernia. This plan would include fees, fields and an agreement with Little League. After the initial meetings would invite Little League to assist with plan.

BUDGET IMPACT:

Unknow at this time

STAFF RECOMMENDATION:

Approve creation of a parks committee.

Attachments

Ordinance concerning City Park and Little League

CITY ORDINANCE #47

AN ORDINANCE OF THE CITY OF LA VERNIA,
DESIGNATING A CITY PARK, ESTABLISHING RULES
AND REGULATIONS FOR THE OPERATION OF THE
PARK, ESTABLISHING OPENING AND CLOSING
HOURS, SETTING SPEED LIMITS, ESTABLISHING
PARKING REGULATIONS AND ESTABLISHING AN
EFFECTIVE DATE.

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

Section 1. CITY PARK DESIGNATED.

There is hereby created and established a City Park located within the corporate limits of the City of La Vernia, known as CITY OF LA VERNIA RECREATION PARK, said park consists of 22.64 acres of land and being that same land described in Judgment dated October 15, 1979 in Cause No. 9829 in the District Court of Wilson County, Texas, of record in Vol. D Page 323, District Clerk Minutes of Wilson County, Texas.

Section 2. MANAGEMENT AND CONTROL.

The City Park shall be managed and controlled by the Mayor of the City of La Vernia, subject to the supervision and direction of the City Council. The City Council shall have authority to appoint a manager of the City Park who shall manage the City Park in place of the Mayor.

Section 3. HOURS OF OPERATION.

The City Park shall be open from 8:00 a. m. to 11:00 p. m. each day. No one shall be allowed in the park premises during the hours from 11:00 p. m. to 8:00 a. m. without written permission from the Mayor or manager.

Section 4. PURPOSE.

The City Park shall be used exclusively for park and

recreation purposes only.

Section 5. PROHIBITED ACTS WITHIN PARK.

It shall be unlawful for any person to commit any of the following acts within the park of the City:

- (a) To allow livestock to graze in the City Park.
- (b) To ride horses or other livestock in the park.
- (c) To play football, baseball, soccer or other athletic sports in picnic areas.
- (d) To litter the park.
- (e) To deface trees or property situated in the park.
- (f) To display a gun or guns in the park.
- (g) To build or maintain a fire except in designated picnic areas.
- (h) To operate a mini-bike.
- (i) To operate a motor vehicle at a speed in excess of 15 miles per hour.
- (j) To park in any area other than a designated parking area.
- (k) To possess or bring into the park glass beverage containers.
- (l) To bring into the park any pet unless such pet is on a leash.
- (m) To erect or place in the park any sign or structure without written authority from the Mayor or manager.
- (n) To discharge firearms or fireworks, firecrackers, rockets, torpedos, air guns, BB guns, bows and arrows, or sling shots.
- (o) To engage in gambling or games of chance.
- (p) To cut or remove any wood, turf, grass, soil, rock, gravel, sand or fertilizer.
- (q) To participate or engage in any activity where such activity will create a danger to the public or may be considered a public nuisance.
- (r) To possess or consume any alcoholic beverage either before, during or after any school sponsored activity.
- (s) To disturb in any manner any picnic, meeting or gathering within the park.
- (t) To sell or offer for sale any food, drink, merchandise or services, unless such person has a written permission of the Mayor or manager.
- (u) To practice, carry on, conduct or solicit for any trade, occupation, business or profession or to circulate any petition of whatsoever kind or character without approval of the Mayor or manager.
- (v) To play music through an electric amplifier in a loud manner.
- (w) To be in the park while intoxicated. For purposes of this section, "intoxicated" means substantial impairment of mental or physical capacity resulting from introduction of any substance into the body.

Section 6. ENFORCEMENT.

The Mayor, manager, members of City Council, Municipal Judge, City Marshall and other peace officers shall, in connection with their duties imposed by law, diligently enforce the provisions of this ordinance.

Section 7. SLEEPING PROHIBITED.

It shall be unlawful for any person to sleep within the park. Overnight camping shall be at the discretion of the Mayor or manager and written permission must first be obtained.

Section 8. CHARGES.

The City Council may promulgate charges from time to time for the use of park facilities.

Section 9. VIOLATION.

Any person who shall violate or fail to comply with any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$25.00. A person being convicted for any subsequent violation within six (6) months of a previous conviction shall be fined in an amount not to exceed \$50.00.

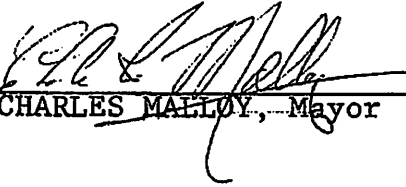
Section 10. SEVERABILITY.

Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be effective thereby.

This ordinance should become effective and shall be in full force and effect on and after its date of passage and publication


as required by law.

PASSED and APPROVED this 4th day of May, 1982.



CHARLES MALLOY, Mayor

ATTEST:



DORA WYATT, City Secretary

AMENDMENT TO ORDINANCE #47

ORDINANCE #47A

AN ORDINANCE OF THE CITY OF LA VERNIA, DESIGNATING A CITY PARK, ESTABLISHING RULES, REGULATIONS, AND FEES FOR THE OPERATION OF THE PARK, ESTABLISHING OPENING AND CLOSING HOURS, SETTING SPEED LIMITS, ESTABLISHING PARKING REGULATIONS AND ESTABLISHING AN EFFECTIVE DATE.

THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, at its regular meeting held Thursday, April 11, 1996:

SECTION 3. HOURS OF OPERATION: The City Park shall be open from 8:00 A.M. to 10:00 PM Monday through Friday and Sunday, and 8:00 AM to 11:00 PM Friday and Saturday.

SECTION 5. PROHIBITED ACTS WITHIN PARK:

(h) To operate a mini-bike, go-cart or 4-wheel drive RV vehicle.

SECTION 8. CHARGES: The City Council may promulgate charges from time to time for the use of park facilities. Organized sports fees are as follows:

VOLLEYBALL: \$4.00 PER PLAYER

LITTLE LEAGUE: \$2.00 PER PLAYER

LA VERNIA INDEPENDENT SCHOOL DISTRICT: \$50.00 PER GAME

VOLLEYBALL TOURNAMENTS: \$100.00 FOR DAY USE, \$150.00 FOR NIGHT USE

(a) All rosters must be submitted to the City Office with payment in full within seven days of the beginning of the season of play. Teams beginning play prior to this or any future change in charges will be allowed ten days to present their rosters and make payment. Failure to make payments as designated will cause discontinuance of use of the facilities. No charges can be waived without approval of the La Vernia City Council and duly noted in the minutes of said council.

(b) Consideration is given the La Vernia Little League for their agreement to provide their own electricity and bulbs. A reduced player cost and the use of the concession facility will be provided by the City as long as mutually agreed.

(c) As long as continuance of current agreements between the La Vernia Independent School District and the La Vernia Little Leagues for electricity, etc. remain in effect, charges by the City will be based accordingly.

(d) The La Vernia Independent School District and the La Vernia Little League will maintain the fields and facilities used by them. The City of La Vernia assumes no liability for their use or maintenance. The City of La Vernia does not give them exclusive use of the facilities or the City Park at anytime. Neither may preclude use of the other facilities available at any time or charge for entrance to the park.

(e) It will be the responsibility of all teams and organizations to provide the City with schedules of requested use. Requests for special use, such as tournaments will be granted upon availability as well as the payment of necessary fees. Use must be requested at the office of the City of La Vernia and payment must be made then. The City will not bill any team or organization and usage will be based upon payment received. Failure to follow these procedures could and will prohibit use.

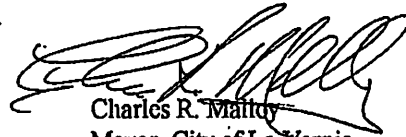
(f) All users of the City Park are required to remove all trash, equipment, signs, posters or any other items brought into the park for use before, during or after play. All lights must be turned off and the gate locked by the last person leaving the park

(g) All other sections of the City Ordinance Number 47 will apply to all persons using the facility.

SECTION 9. VIOLATION: Any person who shall violate or fail to comply with any of the provisions of this ordinance shall be deemed guilty of a Class C Misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$500.00.

SECTION 10. SEVERABILITY: If any section or part of any section or paragraph of this ordinance is declared invalid or unconstitutional for any reason, it shall not be held to invalidate or impair the validity, force or effect of any other section or sections, or part of a section or paragraph of this ordinance.

PASSED, APPROVED, AND ADOPTED this 11th day of April, 1996.


Charles R. Maltby
Mayor, City of La Vernia

ATTEST:


Charlene Clarner, Secretary



ORDINANCE NO. 47-B

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS, AMENDING ORDINANCE 47-A FOR CLARIFICATION PURPOSES REGARDING FEES FOR THE OPERATION OF THE CITY PARK AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the City of La Vernia passed Ordinance No. 47-A on April 11, 1996; and

WHEREAS, it has come to the attention of the City Council that certain groups wishing to utilize the City Park have misunderstood the fee arrangement for its use; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, AT ITS REGULAR MEETING ON JULY 11, 1996:

SECTION 1: CHARGES. Paragraph (a) of Ordinance No. 47-A is hereby amended to read as follows:

(a) All sport organizations intending to utilize the City Park facilities to carry on any sporting event must submit to the City Secretary's Office, no later than seven (7) days prior to the first event scheduled to take place, an accurate schedule indicating the date and time of each event.

No later than seven (7) days after the first event was to take place, as shown on the submitted schedule, all sport organizations that submitted a schedule to carry on any sporting event must submit to the City Secretary's Office the following items:

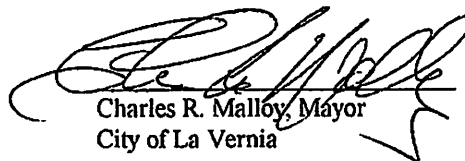
1. a complete name roster of individuals who will take part in each event; and
2. the correct fee to carry on each event at the City Park facilities.

Sport organizations that have begun play, but which have not complied with Ordinance No. 47-A on the effective date of this Amending Ordinance, shall come into compliance no more than ten (10) days from the effective date hereof. Failure to comply shall result in a denial of use of the City Park facilities until compliance is achieved. No fee or portion thereof may be waived except by the La Vernia City Council at a formal meeting.

SECTION 2. All portions of Ordinance No. 47-A not amended by this ordinance are hereby reaffirmed and shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective and shall be in full force and effect on and after its date of passage.

PASSED, APPROVED, AND ADOPTED this 11th day of July, 1996.


Charles R. Malloy, Mayor
City of La Vernia

ATTEST:


Charlene Clarner, City Secretary



(AMENDMENT TO ORDINANCE #47A)

ORDINANCE #47C

AN ORDINANCE OF THE CITY OF LA VERNIA
AMENDING FEES FOR THE OPERATION OF THE
CITY PARK; ESTABLISHING A RENTAL FEE FOR
USE OF THE PAVILION; AND ESTABLISHING AN
EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
LAVERNIA, TEXAS, EFFECTIVE FEBRUARY 8, 2001:

SECTION 1. CHARGES: The City Council may promulgate charges from time to time for the
use of park facilities. Organized sports fees are as follows:

VOLLEYBALL: \$4.00 PER PLAYER

LITTLE LEAGUE: \$4.00 PER PLAYER

LA VERNIA INDEPENDENT SCHOOL DISTRICT - \$25.00 PER GAME

VOLLEYBALL TOURNAMENTS - \$100.00 PER DAY USE, \$150.00 PER NIGHT USE

ORGANIZATIONS-SEE CITY COUNCIL

SECTION 2. PAVILION:

The Pavilion shall be rented as follows:

Without Electricity Available - \$20.00 per day in addition to \$50 deposit.

With Electricity Available-\$35.00 per day in addition to \$50 deposit.

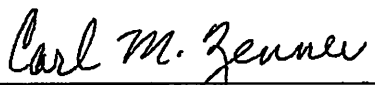
The \$50 deposit will be refunded upon cleanup.

A 24 hour cancellation notice will be required for refund.

SECTION 3: All portions of Ordinance #47 ~~and~~ ^{47B} #47A not amended by this ordinance are hereby
reaffirmed and shall remain in full force and effect.

SECTION 4: This Ordinance shall become effective and shall be in full force and effect on and
after its date of passage.

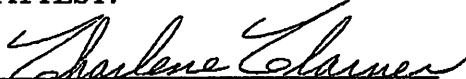
PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF FEBRUARY, 2001.



Carl M. Zenner, Mayor
City of La Vernia



ATTEST:



Charlene Clarner Secretary

AMENDMENT TO ORDINANCE #47

ORDINANCE #47D

AN ORDINANCE OF THE CITY OF LA VERNIA AMENDING FEES FOR THE OPERATION OF THE CITY PARK; AND ESTABLISHING AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS, at its regular City Council meeting held on July 8, 2004 at the La Vernia City Hall, La Vernia, Texas:

SECTION 1. CHARGES: The City Council may promulgate charges from time to time for the use of park facilities. Organized sports fees are amended as follows:

VOLLEYBALL: \$140.00 PER TEAM

SECTION 2. REPEALING CLAUSE:

All Ordinances and parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE:

Should any section, or part of any section, or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not be held to invalidate or impair the validity, force or effect of any other section or sections, or part of a section or paragraph of this ordinance.

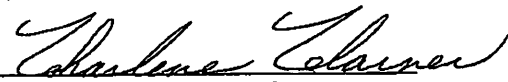
SECTION 4. PENALTY:

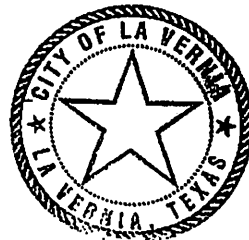
A violation of any provision of this ordinance shall be deemed a Class C misdemeanor.

PASSED AND APPROVED this 8th day of July 2004.


D. Bradford Beck, Mayor

ATTEST:


Charlene Clarner, City Secretary



AMENDMENT TO ORDINANCE #47C, Sec 2.

ORDINANCE #47E

**AN ORDINANCE OF THE CITY OF LA VERNIA
AMENDING THE RENTAL FEE FOR THE CITY PARK
PAVILION AND ESTABLISHING AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA,
WILSON COUNTY, TEXAS,** at its regular City Council meeting held on November 11, 2004 at the
La Vernia City Hall, La Vernia, Texas:

SECTION 1. PAVILION: The Pavilion shall be rented as follows:

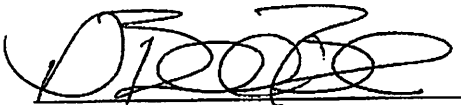
\$35.00 Per Day or

\$25.00 Per Day for Persons or Business Owners which can show proof of being on the most
current City of La Vernia Tax Roll. User must furnish proof at time of Reservation.

SECTION 2. All portions of Ordinance #47, 47A, 47B, 47C, & 47D not amended by this ordinance
are hereby reaffirmed and shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective and shall be in full force and effect on and after
its date of passage.

PASSED AND APPROVED this 11th day of November 2004.



D. Bradford Beck, Mayor

ATTEST:


Charlene Clarner, City Secretary

AMENDMENT TO ORDINANCE NO. 47D, Sec 2.

ORDINANCE NO. 47F

AN ORDINANCE OF THE CITY OF LA VERNIA AMENDING ORGANIZED SPORTS FEES; AND ESTABLISHING AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS, at its regular City Council meeting held on August 10, 2006 at the La Vernia City Hall, La Vernia, Texas:

SECTION 1. CHARGES: The City Council may promulgate charges from time to time for the use of park facilities. Organized sports fees are amended as follows:

VOLLEYBALL: \$100.00 PER TEAM


SECTION 2. All portions of Ordinance No. 47, 47A, 47B, 47C, 47D, and 47E not amended by this ordinance are hereby reaffirmed and shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective and shall be in full force and effect on and after its date of passage.

PASSED AND APPROVED this 10th day of August, 2006.


D. Bradford Beck, Mayor
City of La Vernia

ATTEST:


Nancy Hank, City Secretary
City of La Vernia



AMENDMENT TO ORDINANCE NO. 47A, Sec 3.

ORDINANCE NO. 47G

AN ORDINANCE OF THE CITY OF LA VERNIA AMENDING OPENING AND CLOSING HOURS OF THE LA VERNIA CITY PARK; AND ESTABLISHING AN EFFECTIVE DATE


BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS, at its regular City Council meeting held on July 12, 2012 at the La Vernia City Hall, La Vernia, Texas:

SECTION 1. HOURS OF OPERATION: The City Park shall be open from 6:30 a.m. to 10:00 p.m. Sunday through Thursday and 6:30 a.m. to 11:00 p.m. Friday and Saturday from Memorial Day weekend until Labor Day weekend.

SECTION 2. All portions of Ordinance No. 47, 47A, 47B, 47C, 47D, 47E, and 47F not amended by this ordinance are hereby reaffirmed and shall remain in full force and effect.


SECTION 3. This Ordinance shall become effective and shall be in full force and effect on and after its date of passage.

PASSED AND APPROVED this 12th day of July, 2012.

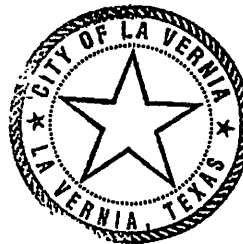


Robert Gregory, Mayor
City of La Vernia

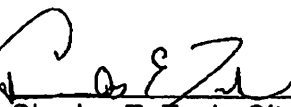
ATTEST:



Angela Cantu, City Secretary
City of La Vernia



APPROVED AS TO FORM:



Charles E. Zech, City Attorney
City of La Vernia

AMENDMENT TO ORDINANCE NO. 47F, Sec 1.

ORDINANCE NO. 47H

AN ORDINANCE OF THE CITY OF LA VERNIA AMENDING ORGANIZED SPORTS FEES; AND ESTABLISHING AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS, at its regular City Council meeting held on September 13, 2012 at the La Vernia City Hall, La Vernia, Texas:


SECTION 1. CHARGES: The City Council may promulgate charges from time to time for the use of park facilities. Organized sports fees are amended as follows:

VOLLEYBALL: \$120.00 PER TEAM

SECTION 2. All portions of Ordinance No. 47, 47A, 47B, 47C, 47D, 47E, 47F, and 47G not amended by this ordinance are hereby reaffirmed and shall remain in full force and effect.


SECTION 3. This Ordinance shall become effective and shall be in full force and effect on and after its date of passage.

PASSED AND APPROVED this 13th day of August, 2012.



Robert Gregory, Mayor
City of La Vernia

ATTEST:



Angela Cantu, City Secretary
City of La Vernia

APPROVED AS TO FORM:



City Attorney's Office
City of La Vernia



ORDINANCE NO. 111209-03

AN ORDINANCE OF THE CITY OF LA VERNIA AMENDING THE RENTAL FEE FOR THE CITY PARK PAVILION; ESTABLISHING A RENTAL FEE AND DEPOSIT FOR THE USE OF THE GAZEBO; AND ESTABLISHING AN EFFECTIVE DATE.

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

ARTICLE I.

Ordinance No. 47E is amended to read as follows:

SECTION 1. PAVILION: The Pavilion shall be rented as follows:

\$35.00 per day

A 24 hour cancellation notice during regular business hours will be required for a refund.

A fifty dollar (\$50.00) deposit is required at the time of rental.

SECTION 2. GAZEBO: The Gazebo shall be rented as follows:

\$35.00 per day

A 24 hour cancellation notice during regular business hours will be required for a refund.

A fifty dollar (\$50.00) deposit is required at the time of rental.

ARTICLE II. 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 III. 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 IV. 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 V. 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.

ARTICLE VI. EFFECTIVE DATE

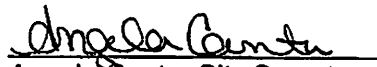
This Ordinance shall become effective and shall be in full force and effect on and after its date of passage.

PASSED AND APPROVED this 12th day of November, 2009.



Harold Schott, Mayor
City of La Vernia

ATTEST:



Angela Cantu, City Secretary
City of La Vernia



APPROVED AS TO FORM:



City Attorney - City of La Vernia



City Council Agenda Item

Meeting Date:

Presentation

Discussion

Discussion/Action

Ordinance

Resolution

Other: _____

AGENDA ITEM:

Approval of a transfer of agreement for Dollar Tree

DISCUSSION:

The MDD approved a Economic Development Agreement on 9-24-2019 with Kevin Brown for the Dollar Tree. Dollar Tree was sold to Elite Realty Group on February 4th. The original agreement allows for amendment by mutual written agreement of the parties, as approved by the governing bodies. The total agreement was for \$25,000, paid annual, with a current balance of \$15,000

BUDGET IMPACT:

None

STAFF RECOMMENDATION:

Approve amendment to agreement be transferred from BFEF to Elite Realty Group LLC

Attachments

New owners' information per email
Amendment to agreement
Original Agreement date 9-24-2019

Kevin D. Brown, CPA
President
Abrego Development Company, LP
P O Box 130
La Vernia, TX 78121
Office 830-216-2300
Cell 210-413-1185
www.sanantoniocountry.com

-----Original Message-----

From: Patrick Hammond <phammond@fortisnetlease.com>
To: kdbrown767@aol.com
Sent: Tue, Dec 29, 2020 11:35 am
Subject: Estoppel/SNDA

Kevin,

Below is the information for Estoppel/SNDA. Please send into Dollar Tree ASAP.

Purchasing entity is:

Elite Realty Group LLC
435 Conti Lane
Victoria TX 77904

Lender is:

International Bank of Commerce
311 N Virginia
Port Lavaca TX 77979

Contact person is:

Derek Schmidt
President and CEO
361-552-9771
DerekSchmidt@ibc.com

Best Regards,

Patrick Hammond
Senior Director
Office: 248.419.3808
Mobile: 810.624.1990
Fax: 248.419.3496
phammond@fortisnetlease.com
NEW WEBSITE: www.fortisnetlease.com

Fortis Net Lease has successfully sold more than \$6.0 billion worth of investment real estate.

CONFIDENTIALITY NOTICE and DISCLAIMER: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. The recipients are advised that the sender and FORTIS NET LEASE are not qualified to provide, and have not been contracted to provide, legal, financial, or tax advice, and that any such advice regarding any investment by the recipients must be obtained from the recipients' attorney, accountant, or tax professional.

responsible for the discharge or performance of any duties or obligations to be performed or discharged in connection with the Agreement at and after the Effective Date of this Amendment. By acceptance of this Amendment, NEW COMPANY, to the extent permitted by law, agrees to indemnify, save and hold harmless DISTRICT from and against any and all loss, liability, claims or causes of action existing in favor of or asserted by any person or entity arising out of or relating to COMPANY's failure to perform any duties or obligations set forth in the Agreement.

3. *Severability.* The terms, conditions, and provisions of this Amendment are severable, and if any provision of this Amendment shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
4. *Headings; "Includes".* Paragraph headings are for convenience only and shall not be used in interpretation of this Amendment. For purposes of this Amendment, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
5. *Binding Agreement; No Third Party Beneficiaries.* This Amendment shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Amendment and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
6. *Counterparts.* This Amendment may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by all Parties.
7. *Amendment.* This Amendment is intended to supplement and add to the original Agreement regarding the matters set forth herein and shall be incorporated as if fully set forth therein. This Amendment in conjunction with the Agreement shall be construed as the entire Agreement and supersedes all prior negotiations, representations, and/or agreements, either written or oral. Any additional or future amendment or modification of the Agreement shall be in writing and signed by authorized representatives of each Party or it shall have no effect and shall be void.
8. *Authorized Persons.* The undersigned representatives of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Amendment on behalf of the respective Parties hereto.

SIGNED by the Parties on the dates set forth below, and this Agreement shall be effective as of February __, 2021 (Effective Date).

COMPANY:

BFEF PROPERTIES, LLC

By: _____
Kevin D. Brown, Manager
Date: _____

Attest:

_____, Secretary

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the ___ day of _____ 2021 by Kevin D. Brown, Manager of BFEF Properties, LLC, a Texas limited liability corporation, on behalf of said limited liability corporation.

NEW COMPANY:

ELITE REALTY GROUP, LLC

By: _____
Derek Schmidt, President and CEO
Date: _____

Attest:

_____, Secretary

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the ___ day of _____ 2021 by Derek Schmidt, President and CEO of Elite Realty Group, LLC, a Texas limited liability corporation, on behalf of said limited liability corporation.

DISTRICT:

LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

By: _____
_____, President
Date: _____

Attest:

_____, Secretary

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the ___ day of _____ 2021 by _____, President of La Vernia Municipal Development District, a political subdivision of the State of Texas, on behalf of said political subdivision.

AFTER RECORDING, MAIL TO:

EXHIBIT A
ECONOMIC DEVELOPMENT AGREEMENT

CHAPTER 377
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LA VERNIA MUNICIPAL DEVELOPMENT
DISTRICT AND BFEF PROPERTIES LLC

This Chapter 377 Economic Development Agreement (this "Agreement") is entered into between BFEF Properties LLC, a Texas Limited Liability Company, (the "Company") and the La Vernia Municipal Development District, a political subdivision of the State of Texas and City of La Vernia (the "DISTRICT"). The Company and DISTRICT may be referred to jointly herein as "the Parties" and individually as a "Party".

RECITALS

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution, and Chapter 377 of the Texas Local Government Code ("Chapter 377"), the City created a municipal development district to provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Company desires to promote new or expanded business development in the DISTRICT through the purchase, renovation and leasing of the property and improvements located 224 FM 1346 (the "Facility"), La Vernia, Wilson County Texas 78121; and

WHEREAS, upon the completion of improvements to the Facility, contemplated by this Agreement, Company shall lease the facility to a retail industry end user resulting in the creation of One full time and Ten part-time jobs.; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of La Vernia by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of La Vernia, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy;

WHEREAS, the DISTRICT desires to offer incentives to Company to enable Company to renovate the Facility pursuant to this Agreement in substantial conformity with the DISTRICT's economic development plan and the applicable statutes; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters

hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. **Recitals**. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. **Authority**.

(a) The DISTRICT's execution of this Agreement is authorized by Chapter 377 of the Texas Local Government Code and constitutes a valid and binding obligation of the DISTRICT. The DISTRICT acknowledges that Company is acting in reliance upon the DISTRICT's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

(b) The Company's execution of this Agreement is authorized by any necessary action by the governing body of the Company and constitutes a valid and binding obligation of the Company.

2. **Term**.

This Agreement will become enforceable upon the Effective Date and will terminate on the first to occur of:

(a) The expiration of the Grant Term;

(b) Upon actual receipt by Company of the DISTRICT's payment of the Maximum Grant Amount; or

(c) Upon termination as provided for herein, whichever occurs first (the "Term").

3. Purpose.

The purpose of this Agreement is to formalize the agreements between the Company and the DISTRICT for the grant of economic incentives associated with Company's Project. This Agreement specifically state the covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the terms of this Agreement, which has been approved by the bodies governing the DISTRICT and the Company as required by state law. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by Company may constitute a breach of the entire Agreement and terminate any further commitments by the DISTRICT unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement.

Upon the effective date, the DISTRICT may delegate the administration and oversight of this Agreement to the Executive Director of the DISTRICT. Any proposed amendments to the Agreement shall still require the approval of the governing body of the DISTRICT and City of La Vernia, Texas.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

Act of Default or Default means failure to timely, fully, and materially comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. DISTRICT may accept substantial compliance in lieu of full compliance by written waiver of such Act of Default.

Certificate of Occupancy shall mean that final document issued by the City of La Vernia, Texas, entitled "Certificate of Occupancy ", indicating that all applicable codes, regulations, and ordinances enforced by the City of La Vernia, and have been unconditionally, fully, and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake, or misrepresentation of facts, nor any temporary or conditional document authorizing temporary or conditional occupancy.

City of La Vernia or City means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of La Vernia, and the area that is within the City and/or Wilson County, Texas.

Code means the La Vernia Code of Ordinances in effect as of the Effective Date.

Company means BFEF Properties LLC, a Texas Limited Liability Company, authorized to do business in the State of Texas.

Comptroller means the Texas Comptroller of Public Accounts.

Effective Date means the Effective Date described in Article IX.

“Facility” means the planned development improvements of the existing structure located on the Property as described in Article IV., Section 1 (entitled “Description of the Facility”).

“Force Majeure” means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, and lockouts.

“Full-Time Equivalent Employee” means an employee with a regular work schedule of at least 35 hours per week.

“Improvements constructed on or installed within the Facility” shall mean only those improvements for which a Certificate of Occupancy has been issued by the City building official.

Initial Completion means the date on which a Certificate of Occupancy is issued allowing Company's operation within the Project.

“Maximum Grant Amount” or *“Maximum Total Amount of Grant Payment”* means an amount not to exceed \$25,000.00.

Program means the economic development program established by the DISTRICT by Resolution, Order, or as contemplated within the Interlocal Agreement between the District and City of La Vernia for the administration on an economic development program for the City, as authorized by Chapter 377, *Texas Local Government Code*, to promote local economic development and stimulate business and commercial activity within the District.

Project means Company's planned redevelopment of the building located at 224 FM 1346, La Vernia, Wilson County, Texas 78121, and its occupation by a retail industry end user.

Property means that land, and improvements thereon, identified as Block 1, Lot 1_ of the Westover Subdivision, in the City of La Vernia, Wilson County, Texas, the precise legal description of which will be attached hereto as Exhibit "A" upon receipt by the Company.

“Grant Term” means the period beginning on the Effective Date and ending six (6) years thereafter.

“Value” means the aggregate assessed taxable real property and tangible personal property value, of the Facility as determined by the NCAD.

ARTICLE IV

1. **Description of the Facility.** The Facility currently consists of a permanent building that will be renovated and leased to a retail industry end user. In consideration for the Grant Payment authorized by this Agreement Company shall redevelop the Facility into a 9180 square foot retail store.
2. **Redevelopment and Construction.** The redevelopment and construction necessary to complete the Facility pursuant to this Agreement for lease to the end user is expected to require a capital investment by Company equal to or exceeding \$78,000.

ARTICLE V COMPANY'S OBLIGATIONS

1. **Local Vendors.** Company agrees to make good faith efforts to give preference and priority to suppliers of goods and services within the city of La Vernia except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.
2. **Redevelopment.** On or before 08/29/2019, Company shall make real property improvements and capital investment of at least \$78,000.00 The improvements shall include the redevelopment of the Facility and other real property improvements and personal property additions, in accordance with, and as more fully described in, Article 4.
3. **Employees**
 - (a) **Full-Time Equivalent Employees.** Upon the date the Facility is Fully Developed, the Facility shall employ a minimum of One Full-Time Equivalent Employees, and shall continue to employ at least such number during the term of this Agreement.
 - (b) **Part-Time Equivalent Employees.** Upon the date the Facility is Fully Developed, the Facility shall employ a minimum of Ten Part-Time Equivalent Employees, and shall continue to employ at least such number during the term of this Agreement.
4. **Required Reporting**

Annual Reports. Beginning for calendar year 2019, Company shall deliver to DISTRICT the following reports by March 31, 2020 and on March 31 of each subsequent year of the Agreement:

(a) Annual report documenting efforts to utilize City of La Vernia suppliers of goods and services.

(b) Annual reports stating:

- (i) the development and construction of Real Property Improvements to the Facility during the prior year regardless of whether Facility has been completed as contemplated by Improvements constructed on or installed within the Facility;
- (ii) actual costs investment by Company;
- (iii) construction required to complete construction described in Article IV, including proposed completion date;
- (iv) the amount of property taxes paid with regard to the Facility for the most currently available calendar year, including the amount of such taxes that constitute the Real Property Taxes and Personal Property Taxes.

(c) With the Annual report, Company shall provide an annual certification of full compliance with all requirements of this Agreement, including certification that all reports required by this Agreement have been submitted for the year certified.

6. The payment of all indebtedness and obligations incurred by Company in connection with the development and construction of the Facility and the operation of the Facility shall be solely the obligations of Company. DISTRICT shall not be obligated to pay any indebtedness or obligations of Company.

7. Company is obligated to make timely payment of Company-owned Real Property and Personal Property Taxes during the Term of this Agreement.

8. **Default.**

(a) **Construction.** All Improvements constructed on or installed, including personal property, within the Facility required by Article III shall be completed by September 1, 2019, and failure to comply with this section shall cause the automatic termination of this Agreement without the need for any further action by DISTRICT; and, DISTRICT shall have no obligation to make any Grant Payments to Company. Enforcement of this section is subject to Force Majeure. In the event of unforeseeable third-party delays, which are not Force Majeure, and upon a reasonable showing by Company that it has in good faith commenced and is diligently pursuing the correction, removal or abatement of such delays by using commercially reasonable efforts, the DISTRICT Board may consent to and excuse any such delays.

(b) Full Time Employees & Part Time Employees. This section shall apply in any year that the number of Full-Time or Part-Time Equivalent Employees falls below the number required by Article V Section 3. The Grant Payments shall be prorated for each Year of the Agreement in which the Company fails to maintain the required number of Employees for that year determined as follows:

(i) Full-Time Employees. Starting 2020, each year the number of actual Full-Time Employees reported by Company shall be subtracted from the required number of Full-Time Employees and if the difference is a positive number the Maximum Grant Amount shall be reduced by multiplying the difference by \$500.00. As an example in reporting year 2022 if the difference between the reported Full-Time employees and required Full-Time employees is 3, the Maximum Grant Amount shall be reduced by \$1500.00.

(ii) Part-Time Employees. Starting 2020, each year the number of actual Part-Time Employees reported by Company shall be subtracted from the required number of Part-Time Employees and if the difference is a positive number the Maximum Grant Amount shall be reduced by multiplying the difference by \$100.00. As an example in reporting year 2022 if the difference between the reported Part-Time employees and required Part-Time employees is 5, the Maximum Grant Amount shall be reduced by \$500.00.

(c) Reports and Information. Company's failure to timely and substantially comply with the reporting requirements of this Article shall be a default; and, DISTRICT shall be under no obligation to make any Grant Payment until compliance with such reporting requirements.

ARTICLE VI

DISTRICT'S OBLIGATION

- 1. Yearly Grant Payments.** Provided Company is in full compliance with the terms of this Agreement and is not in Default, Yearly Grant Payments of \$5,000.00 shall be made for the term of this Agreement or until the Maximum Total Amount of Grant Payment is achieved, whichever occurs first.
- 2. Source of Grant Payments.** Said Grant Payments shall be payable only from the DISTRICT's receipt of its portion of Sales Tax received from the Comptroller.

Maximum Total Amount of Grant Payment. A maximum total amount of Grant Payments authorized by this Agreement shall not exceed \$25,000.00. Should the maximum amount of Grant Payments be reached earlier than end of the Grant Term, this Agreement shall terminate as provided herein.

3. **Special Fund:** DISTRICT will provide for the payment of Grant Payments to be made pursuant to this Agreement by establishing a separate fund at the City, or a subaccount of any existing fund or account in the City treasury, into which the Sales Tax received by DISTRICT will be deposited during the Term of this Agreement (the "Special Fund"). Grant Payments shall be made to Company yearly beginning on April 2020, within sixty (60) days of receipt of the request and Company's Annual compliance report, to the extent that such Grant Payments are due and available hereunder. Any amounts left after a Grant Payment for a calendar year has been made may be transferred by DISTRICT to any other account in the City treasury. DISTRICT may maintain or abolish the Special Fund, in its sole discretion, after the Term of this Agreement has ended.
4. **Grant does not create a Debt.** Amounts payable under this Agreement constitute economic development funds and are not secured by the issuance of any bonds.

ARTICLE VII COVENANTS AND DUTIES

i. **Company's Covenants and Duties.** Company makes the covenants and warranties to the DISTRICT, and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

(a) Due to Dollar Tree having the sales tax permit. The execution of this Agreement has been duly authorized by Company's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Company's by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.

(b) Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.

(c) To its current, actual knowledge, Company has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(d) Company shall timely and fully comply with all of the terms and conditions of this Agreement.

(e) Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the property.

(f) Company shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City in effect on the date the Project was designated, unless specified otherwise in this Agreement.

(g) Company agrees to commence and complete the Project in substantial accordance with the Agreement.

(h) Company shall cooperate with the DISTRICT in providing all necessary information to assist them in complying with this Agreement.

(i) In accordance with Texas Government Code section 2264.051 Company certifies that it does not and will not knowingly employ an undocumented worker, as that term is defined in the section.

(j) To the extent required by Texas Government Code Section 2270.002 Company acknowledges it currently does not, and shall not during the term of this Agreement, "Boycott Israel".

(k) Company shall authorize the Texas Comptroller's Office to release and disclose any and all Sales Tax and Use Tax information relating to the operation of its business within the Project, such agreement to be in form substantially as set forth on Exhibit "C".

2. DISTRICT's Covenants and Duties.

(a) The DISTRICT agrees to pay to Company an amount, as specified below, not to exceed the Maximum Grant Amount from sources contemplated by this Agreement over a period not to exceed the Grant Term, subject to the conditions precedent that Company has timely and fully complied with all applicable terms and conditions contained in this Agreement, and the above designated Development Requirements are then satisfied. Further, DISTRICT's obligation to pay Company shall cease upon payment in full of the Maximum Grant Amount, or the expiration of this Agreement after the Grant Term, even if the Maximum Grant Amount has not been paid, or termination of this Agreement by DISTRICT as provided herein, whichever occurs first.

(b) Failure by DISTRICT to timely and substantially comply with its obligations hereunder shall be an Act of Default by DISTRICT if uncured as provided for herein, and such uncured Act of Default will give Company the right to the contracted amount then currently owing not already provided to Company by DISTRICT in previous payments.

ARTICLE VIII

TERMINATION

1. **Termination.** This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by Company; or
- (d) Payment of the maximum funds contemplated herein.

ARTICLE IX DISPUTE RESOLUTION

1. **Mediation.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to litigation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of mediation shall be assessed equally between the Parties with each party bearing their own costs for attorneys' fees, experts, and other costs of mediation and any ensuing litigation.

2. During the term of this Agreement, if Company files and/or pursues an adversarial proceeding against the DISTRICT regarding this Agreement without first engaging in good faith mediation of the dispute, then, at the DISTRICT's option, all access to the funds provided for hereunder may be deposited with a mutually acceptable escrow agent that will deposit such funds in an interest bearing account until the resolution of such adversarial proceeding.

3. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the DISTRICT.

ARTICLE X MISCELLANEOUS

1. **Binding Agreement.** The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the La Vernia Municipal Development District shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the governing body of the City of La Vernia, Texas, and the DISTRICT Board on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Company obtaining a Certificate of Occupancy from the City of La Vernia and commencing operations at the Facility under the terms of this Agreement.

2. DISTRICT's Liability Limitations. Should DISTRICT fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of the Agreement, such failures shall be an Act of Default by DISTRICT and DISTRICT shall have ninety days to cure and remove the Default upon receipt of written notice to do so from Company. Company specifically agrees that DISTRICT shall only be liable to Company for the amount of the money payments then currently owing to Company, and shall not be liable to Company for any alleged or actual incidental or consequential damages. It is further specifically agreed that the DISTRICT shall only be required to make payments up to the Reimbursable Sales Tax Collected by the DISTRICT.

3. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

4. Effective Date. This Agreement shall become effective June 3, 2019.

5. Representations and Warranties. The DISTRICT represents and warrants to Company that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the DISTRICT that it has the requisite authority to enter into this Agreement.

6. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Company at no time will be acting as an agent of the DISTRICT and that all consultants or contractors engaged by Company respectively will be independent contractors of Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the DISTRICT will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Company respectively under this Agreement, unless any such claims are due to the fault of the DISTRICT.

(b) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the DISTRICT with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the DISTRICT, or any board member, or agent of the DISTRICT, shall be personally responsible for any liability arising under or growing out of this Agreement.

7. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, facsimile with receipt confirmation, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, addressed to the Party at the address set forth below:

If intended for DISTRICT: DISTRICT
P.O. Box 225
La Vernia, Texas 78121
Attention: President

With a copy to:
Denton, Navarro, Rocha, Bernal & Zech, PC
Attention: T. Daniel Santee
2517 North Main Avenue
San Antonio, TX 78212

If to the Company: BFEF Properties LLC
Attn: Kevin Brown
PO Box 130
La Vernia, TX 78121

Any Party may designate a different address at any time upon written notice to the other Parties.

8. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10

9. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Wilson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the governing bodies of DISTRICT and the City of La Vernia, Texas.

11. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

12. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by governing bodies of DISTRICT and the City La Vernia, Texas.

14. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

15. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

16. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes. Exhibits included:

Exhibit "A" Legal Description of the Property.

17. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

18. Employment of Undocumented Workers. During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Company shall be in Default and repay the amount of the funds received by Company from the DISTRICT as of the date of such violation within one hundred twenty (120) days after the date Company is notified by the DISTRICT of such violation, plus interest at the rate of six percent (6.00%) compounded annually from the date of the violation until paid in full. Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

19. Indemnification.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE DISTRICT, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUSTMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE DISTRICT HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF COMPANY TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE DISTRICT, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY COMPANY UNDER THIS AGREEMENT EXCEPT THAT THE

INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE DISTRICT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL REIMBURSEMENT FUNDS PAID TO COMPANY HEREIN THAT INCLUDES DISTRICT SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE DISTRICT.

20. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

21. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

{Signature Page to Follow}

Executed on this _____ day of _____ 2019.

DISTRICT

By: *Brittani Porter*
President

ATTEST:

By: *Brittani Porter*
Secretary

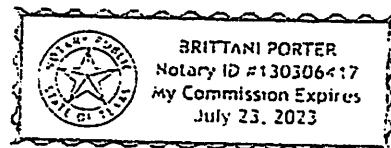
Executed on this 24th day of September, 2019.

COMPANY

By: *[Signature]*
Name: Kevin D. Brown
Title: MANAGER for BFEF Properties, LLC
a Texas limited liability company

ATTEST:

By: *Brittani Porter*





City Council Meeting Agenda Item

Meeting Date: 02-18-2021

Presentation

Discussion

Discussion/Action

Ordinance

Resolution

Other: _____

AGENDA ITEM:

FY 2021 Street Projects

DISCUSSION:

Attached is the timeline for the FY 2021 streets.

BUDGET IMPACT:

The approved amount was \$383,971.90 for the listed streets which includes \$16,435 for engineering. Also approved was an additional \$40,000 for street incidentals, potholes, etc.

STAFF RECOMMENDATION:

Approve timeline with CEC

Attachments

List of Streets
CEC Timeline

yvonne.griffin@lavernia-tx.gov

From: John T. Mooneyham, P.E. <jmooneyham@cectexas.com>
Sent: Tuesday, February 9, 2021 1:44 PM
To: yvonne.griffin@lavernia-tx.gov
Subject: RE: Streets

Yvonne,

Below is our proposed timeline for the streets. Let me know if this works for the City or if we should make some adjustments.

- Complete final bid documents 2-19-21
- Advertise for bids (1 day per week, 2 consecutive weeks)
Sat 2-20-21
Mon 2-22-21
- Bids Due 2-26-21
- Bid Recommendation to City 3-4-21
- Council Approval 3-9-21
- Finalize contract 3-22-21
- Construction Duration 125 days to final completion (3-22-21 to 7-25-21)

Couple questions for your council

- Is there any particular publication that the City would prefer we advertise through?
- Does the city want to dictate the order in which the streets are repaired or leave it up to the contractor?

John T. Mooneyham, P.E. _____

Principal - Senior Project Manager

CEC

Texas Firm Registration Numbers

Engineering F-2214 & Surveying 100410-00

11550 IH 10 West, Suite 395 | San Antonio, TX 78230

Tel: 210-641-9999 Fax: 210-641-6440

Direct: 210-798-9261 210-464-3687

From: yvonne.griffin@lavernia-tx.gov <yvonne.griffin@lavernia-tx.gov>
Sent: Tuesday, February 9, 2021 12:01 PM
To: John T. Mooneyham, P.E. <jmooneyham@cectexas.com>
Subject: FW: Streets

Afternoon John,

I'm trying to get our documents prepared for City Council, do you have timelines for me?

Thanks
Yvonne

To: Yvonne Griffin, City Manager
Subject: RE: 2021 Streets

From: "John T. Mooneyham, P.E." <jmooneyham@cectexas.com>
Date: January 15, 2021 at 10:54:42 AM CST
To: Yvonne Griffin <yvonne.griffin@lavernia-tx.gov>
Cc: rgregory@lavernia-tx.gov
Subject: RE: 2021 Streets

Yvonne,

Below is an updated summary of the streets and associated repair costs for the current street package. We revised the numbers below to include a 2" asphalt overlay on Forrest. Let me know if there are any questions and have a great weekend.

- **Dry Hollow - \$103,516**
160'x30' full width repair with 2" Asphalt Overlay
Shoulder repairs along both sides of entire street
Sealcoat
- **Micah Point - \$10,601.9**
Spot Base and asphalt repairs
Surface sealant
- **Forrest Rd - \$30,765**
Fog Seal (tack coat)
2" asphalt overlay
- **Industrial - \$54,754**
Edge Repairs (approximately 60% of street)
Intersection reconstruction full depth
2" asphalt overlay
Surface sealant
- **CR 342 - \$111,600**
Full depth reconstruction with cement treated base
2" asphalt overlay
Concrete header at both sides of pavement edge at low water crossing
- **Mobilization (11%) - \$34,500**
- **Traffic Control (7%) - \$21,800**

Total estimated Construction Costs = \$367,536

Engineering – Design, Bid and limited Construction Administration - \$16,435

Total Estimated Cost - \$383,971.9

We identified 2 additional streets (Silverado and Kyle Street) that could use some preservative maintenance which should extend the life of these pavements and prevent more significant failures which are costly to repair.

Our estimated costs to add these two streets would be \$20,825 (Silverado) and \$5,140 (Kyle). This would put us a bit more over budget but it would extend the life of the pavement.

John T. Mooneyham, P.E.

Principal - Senior Project Manager

CEC

Texas Firm Registration Numbers

Engineering F-2214 & Surveying 100410-00

11550 IH 10 West, Suite 395 | San Antonio, TX 78230

Tel: 210-641-9999 Fax: 210-641-6440

Direct: 210-798-9261 210-464-3687



City Council Meeting Agenda Item

Meeting Date:

Presentation

Discussion

Discussion/Action

Ordinance

Resolution

Other: _____

AGENDA ITEM:

Approval of purchasing a Aerator for the Sewer Plant

DISCUSSION:

This aerator was brought up during budget discussion, at that time it was not a high priority. The City currently has two aerator's, one that does not function at all and another one that is barely holding on. After meeting with SARA they are requesting this to be replace immediately. By replacing this SARA should be able to keep the annual cost down, currently showing a 23% increase for FY22

BUDGET IMPACT:

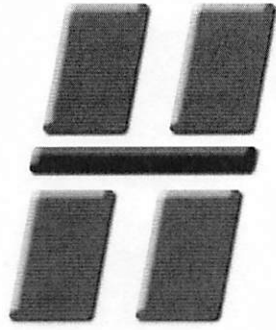
Total cost would be \$22,375. Their community assistance program can assist the city with about \$11,000.

STAFF RECOMMENDATION:

Approve the purchase of a new Aerator for the Sewer Park

Attachments

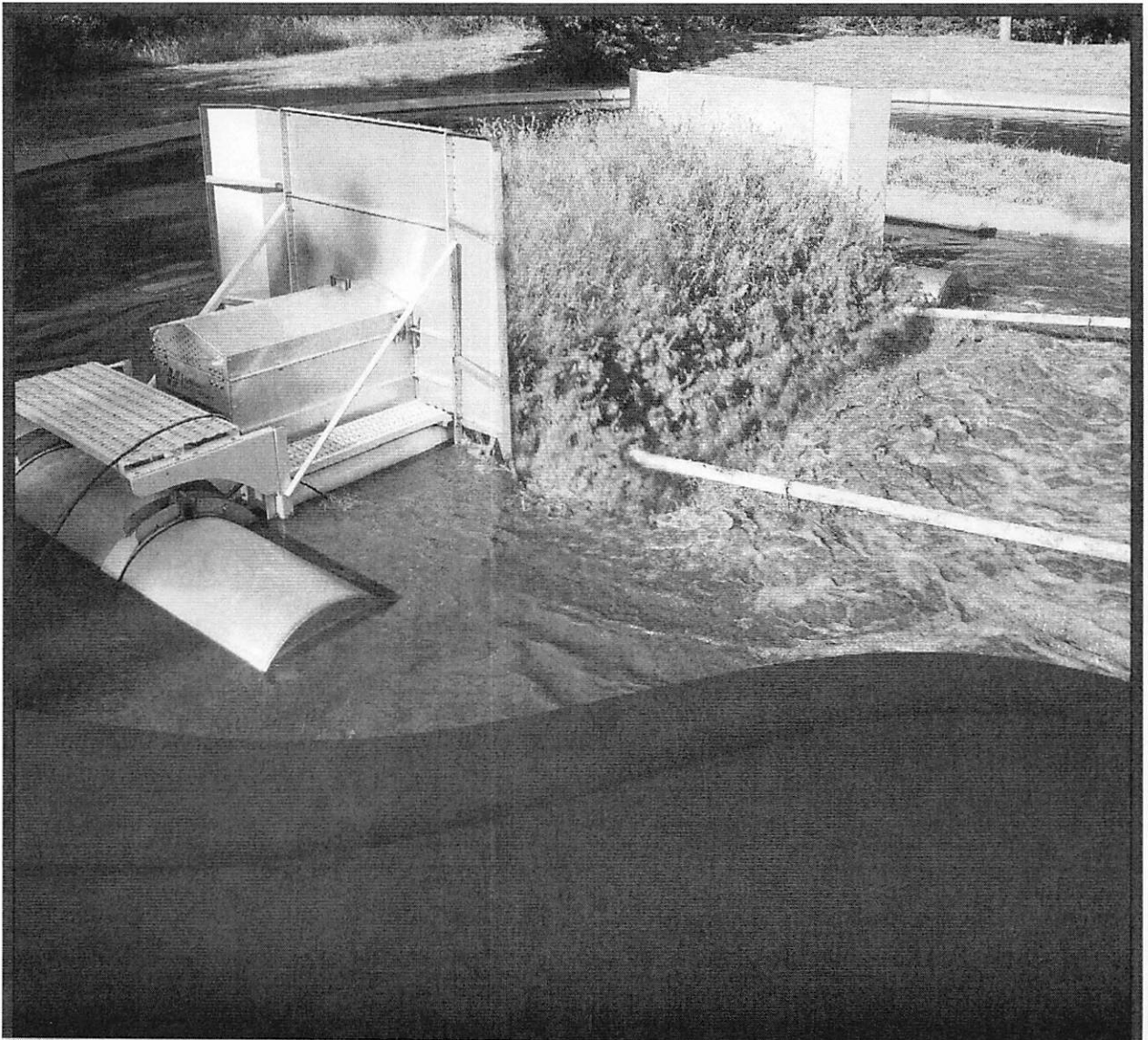
Aerator quote, this is the lowest bid they came up with.



ECS
**House
Industries**
INCORPORATED

www.houseindustriesinc.com Cherry Valley, Arkansas

10HP, MODEL SDB096TA3253100
FLOATING BRUSH AERATOR QUOTATION





To: Curtis Cathey
Environmental Improvements, Inc.
235 Trademark Dr.
Buda, Texas 78610

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

For: San Antonio River Authority: La Vernia WWTF

REF: JCH-007-05212020

Date: May 21, 2020

ECS House Industries, Inc., would like to offer the following Floating Brush Aeration Equipment for the La Vernia Wastewater Treatment Facility Improvements.

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 3.0 lbs.O₂/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) 10HP ECS House Industries Floating Brush Aerators:

10hp Powdercoated & 304L Stainless Steel, Floating Brush Aerator include:

Rotor, Blades, Frame, Drive Enclosure, and **Mooring System are made out of TGIC 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 consist of two (2) 18' parallel mooring arms, one (1) cross-brace assembly, and two (2) clevis attachments to anchor to existing girder assembly.

Process Performance & Aerator Operations:

- ECS House Industries, Inc. Floating Brush Aerator shall produce 27.0 lbs.02/hr
- ECS House Industries, Inc. Floating Brush Aerator 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. This warranty will cover aerators parts, components, and assemblies manufactured by ECS House Industries, Inc. Parts & Labor are covered by this warranty.

Project Total:

One (1) 10hp, ECS House Industries, Inc. Floating Brush Aerator, Model #SDB096TA3253100 Built per Scope of Equipment	\$20,175.00
Freight to La Vernia, Texas	\$1,400.00
Start-Up & Warranty Certification	\$800.00
	Final Project Total: \$22,375.00

***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.

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(870) 588-4669 Fax
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chad@houseindustriesinc.com
www.houseindustriesinc.com

Jenny Begole

From: Yvonne Griffin, City Manager <yvonne.griffin@lavernia-tx.gov>
Sent: Tuesday, February 2, 2021 2:08 PM
To: Jenny Begole
Subject: Fwd: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.
Attachments: 10hp aerator proposal_La Vernia_May 2020.docx; Untitled attachment 00335.html

Yvonne Griffin
City Administrator

Sent from my iPhone

Begin forwarded message:

From: bporter@lavernia-tx.gov
Date: February 2, 2021 at 11:16:01 AM CST
To: Yvonne Griffin <yvonne.griffin@lavernia-tx.gov>
Subject: FW: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

From: Sterling Lee <sterling@sariverauthority.org>
Sent: Tuesday, February 2, 2021 11:13 AM
To: dmahula@lavernia-tx.gov; Brittani Porter <bporter@lavernia-tx.gov>
Cc: Daniel Flores <danielf@sariverauthority.org>; Rick Trefzer <rtrefzer@sariverauthority.org>; Meera Keshav <mkeshav@sariverauthority.org>
Subject: FW: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

Good morning,
This is more in our price range, I suggest we go with this one.
Thanks,

From: Travis Krueger <tkrueger@sariverauthority.org>
Sent: Monday, February 1, 2021 1:50 PM
To: Sterling Lee <sterling@sariverauthority.org>
Subject: FW: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

My Apologies here is the correct one

From: Travis Krueger
Sent: Thursday, May 21, 2020 2:57 PM
To: Amy Middleton <amiddleton@sara-tx.org>; Sterling Lee <sterling@sara-tx.org>

Cc: Roger Pruski <rpruski@sara-tx.org>

Subject: FW: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

Here is the current cost of the floating rotor for La Vernia
Travis

From: Chad House <chad@houseindustriesinc.com>

Sent: Thursday, May 21, 2020 2:53 PM

To: Travis Krueger <tkrueger@sara-tx.org>; 'Susie Reece' <susie@houseindustriesinc.com>

Subject: RE: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

Ok, see if this works....we quoted one for La Vernia in 2015...it has increased a bit, but not too much.

Thanks,

Chad

From: Travis Krueger [mailto:tkrueger@sara-tx.org]

Sent: Thursday, May 21, 2020 2:49 PM

To: Chad House; 'Susie Reece'

Subject: RE: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

I apologize I sent the wrong attachment I need a full replacement for our La Vernia WWTP
Travis

From: Travis Krueger

Sent: Thursday, May 21, 2020 2:47 PM

To: Chad House <chad@houseindustriesinc.com>; 'Susie Reece' <susie@houseindustriesinc.com>

Subject: RE: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

Chad this a quote for a replacement Aerator? Seems really cheap
Travis

From: Chad House <chad@houseindustriesinc.com>

Sent: Thursday, May 21, 2020 2:44 PM

To: Travis Krueger <tkrueger@sara-tx.org>; 'Susie Reece' <susie@houseindustriesinc.com>

Subject: FW: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

Travis, everything has actually went up about 5%...let us know if we need to re-quote.

Thanks,

Chad

From: Travis Krueger [mailto:tkrueger@sara-tx.org]

Sent: Thursday, May 21, 2020 1:32 PM

To: Chad House

Subject: FW: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

Chad is this quote still valid I know its been a while?
Travis

From: Chad House <chad@houseindustriesinc.com>
Sent: Tuesday, September 3, 2019 11:56 AM
To: Travis Krueger <tkrueger@sara-tx.org>
Cc: susie@houseindustriesinc.com
Subject: [EXTERNAL] FW: Estimate 2606 from ECS House Industries, Inc.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender.

Here you go Travis

From: Susie Reece [<mailto:susie@houseindustriesinc.com>]
Sent: Tuesday, September 03, 2019 11:51 AM
To: chad@houseindustriesinc.com
Subject: Estimate 2606 from ECS House Industries, Inc.

Dear Customer :

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

ECS House Industries, Inc.
870-588-3773