



**City of La Vernia**  
**REGULAR CITY COUNCIL MEETING**  
City Council Chambers of La Vernia City Hall  
102 E. Chihuahua Street, La Vernia, Texas 78121

August 12, 2021  
6:30 PM

**IN PERSON & VIDEO CONFERENCE**

**There exists a public health emergency related to the COVID-19 VIRUS that necessitates this meeting of the City Council to take place via video conference in addition to in person pursuant to Government Code Chapters 551.127, as modified by executive order of the Governor.**

Please join using this link:

<https://v.ringcentral.com/join/990354034>

Meeting ID: 990354034

One tap to join audio only from a smartphone:

+16504191505,,990354034# United States (San Mateo, CA)

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

**AGENDA**

**1. Call to Order**

**2. Invocation, Pledge of Allegiance, and Texas Pledge** (*Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*)

**3. Citizens to be Heard**

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

**4. Consent Agenda**

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

- A. Minutes from the July 22, 2021 ZBOA Meeting
- B. Minutes from the July 22, 2021 Special City Council Meeting
- C. Minutes from the July 22, 2021 Joint Budget Workshop
- D. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of July;
- E. Check Register and financial report
- F. Quarterly investment report

**5. Presentation**

- A. Presentation to La Vernia Library presenting the Summer Fund Youth Program contributions from FELPS and City of La Vernia

## **6. Public Hearing**

- A. Public Hearing to receive public comments regarding the re-zoning of 403 Seguin St., (C&C Crossing, Lot 4) 1.94 acres La Vernia, TX 78121 from present classification of Residential Agriculture (RA) to Commercial Retail (C-1).

## **7. Discussion/Action**

- A. Discuss and consider approval regarding the re-zoning of 403 Seguin St., (C&C Crossing, Lot 4) 1.94 acres La Vernia, TX 78121 from present classification of Residential Agriculture (RA) to Commercial Retail (C-1).
- B. Discuss and consider approval on the resignation from Marilyn Womack from the La Vernia Municipal Development District.
- C. Discuss and consider approval on an interlocal agreement with La Vernia ISD for School Resource Officer
- D. Discuss and consider approval on an engagement letter for audit with Armstrong, Vaughn & Associates, P.C.
- E. Discuss and consider possible direction authorizing city staff to work with Southwest Engineering on possible solutions for various city drainage issues.
- F. Discussion and possible direction authorizing appropriate actions to be taken regarding an existing business that is located in the 100-year floodway.
- G. Discuss and possible direction authorizing staff to negotiate terms of an agreement with the Wilson County No Kill Shelter and to bring said agreement back for Council approval.
- H. Discuss and possible direction on the construction contract of the 2021 Fiscal Year Street Projects.

## **8. Ordinance**

- A. Discuss and consider action on Ordinance No. 081221-01 approving the re-zone of 403 Seguin St., C&C Crossing, Lot 4, La Vernia, Texas 78121 from present classification Residential Agriculture (RA) to Commercial Retail (C-1).

## **9. Discussion Only**

- A. Discussion on Fiscal Year Tax Rate

## **10. Closed Session**

- A. The City of La Vernia City Council will adjourn into Executive Session as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.072 (Deliberations about Real Property), to discuss a matter in closed executive session. The topic of discussion, Property C
- B. Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, council will meet in closed session to deliberate annual job performance of the City Administrator.
- C. Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, council will meet in closed session to deliberate annual job performance of the Police Chief.
- D. Reconvene into Regular Session and take action/or give direction, if necessary, on items discussed in Executive Session.

## **11. Items Specific to Future Line Items on the Agenda**

- A. Schedule date for Budget Meeting
- B. Schedule joint meeting with Planning and Zoning concerning school property and temporary buildings.

## 12. Adjourn

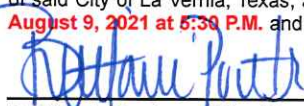
### DECORUM REQUIRED

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](mailto: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 **August 9, 2021 at 5:39 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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



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

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

**Minutes**

Notice is hereby given that a Regular Meeting of the governing body of the La Vernia Zoning Board of Adjustment will be held on **Thursday, July 22<sup>nd</sup>, 2021 at 5:00 P.M.** in the Council Chambers of City Hall, La Vernia, Texas, at which time the following subjects will be discussed, to wit:

**1. Call to Order and Declare a Quorum.**

Mayor Gregory called the meeting to order at 5:00 PM and declared a quorum. All members were present.

**2. Invocation and Pledge of Allegiance**

Mayor Gregory led the invocation and all members recited the Pledge of Allegiance and Texas Pledge.

**3. Discuss and consider action on a variance request from 106 Lauren Ct. requesting a variance from Code of Ordinances, Chapter 38, Article III, Section 38, 208 for the following:**

- **Section 38-208 Dimensional & Developmental Standards– requesting to waive the setbacks required for a building or structures located in the Single Family (R-1) zoning district and approve to build over the setbacks**

Mr. Rutkowski advised he was requesting the variance to build a carport that would be same materials as to his house but was needing additional parking

**a. Applicant Presentation**

Mr. Rutkowski advised he was requesting the variance to build a carport that would be same materials as to his house, stucco, and will not be attached to the house.

**b. Staff Presentation**

Mayor Gregory stated when this was brought to his attention hours were not spent on it and flatwork is not considered structural and can go over setbacks. It will be tore up if needed and repaired at the owners expense.

**c. Comments by Proponents and Opponents**

None.

**d. Applicant Rebuttal**

None.

**e. Question and comments by Board Members**

None

**4. Deliberation and Board Determination on the following:**

None

**A. Discussion and possible action to approve a variance from the setback requirements for 106 Lauren Ct, located in the Silverado Hills Subdivision.**

Councilman Gilbert makes a motion to approve a variance from the setback requirements,

seconded by Councilwoman Recker. Motion passes: 5-0.

5. **Adjournment.**

Councilman Poore makes a motion to adjourn the meeting, seconded by Councilman Oates. Meeting was adjourned at 5:08 PM and all members were in favor.

ATTEST:

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Robert Gregory, Mayor

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Brittani Porter, City Secretary



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

**SPECIAL CITY COUNCIL MEETING**  
**IN PERSON & VIDEO CONFERENCE**

July 22, 2021  
5:15 PM

(or immediately following the ZBOA meeting)

**Minutes**

**1. Call to Order** – Mayor Gregory called the meeting to order at 5:15. All members were present.

**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<sup>th</sup> ZBOA Meeting
- B. Minutes from the June 10<sup>th</sup>, 2021 Joint Meeting with LV MDD
- C. Minutes from the June 10<sup>th</sup> 2021 Special City Council Meeting
- D. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of May
- E. Check Register and financial report for the month of June

**MOTION:** Councilman Poore made a motion to approve the consent agenda with the corrections to the minutes on the June 10<sup>th</sup> Special City Council Meeting Minutes as stated, seconded by Councilman Oates. **Motion passed: 5-0.**

**4. Discussion/Action**

- A. **Discuss and consider action on the appointment of Planning and Zoning and La Vernia Municipal Development District (LV MDD) members.**

Staff stated there had been two applications received. One from Christopher Jacobs and the other from Jennifer Hennette. City Administrator advised we currently have 3 members on the Planning and Zoning and will have one seat open on the LV MDD as Marilyn Womack will be moving out of the City.

**MOTION:** Councilman Oates made a motion to approve appointing Christopher Jacobs and Jennifer Hennette to the Planning and Zoning Board, seconded by Councilman Gilbert. **Motion passed: 5-0.**

Staff advised we had an opening coming up in which we would need a resignation from Ms. Marilyn Womack. Discussion to place Councilman Poore on the La Vernia MDD was discussed which he was in favor for.

**MOTION:** Councilwoman Recker made a motion to approve appointing Martin Poore, once a resignation was received from Ms. Womack, to the La Vernia Municipal Development District Board, seconded by Councilwoman Hutchinson. **Motion passed: 5-0.**

- B. Discuss and consider approval on appointing Dawn Polasek Barnett, Wilson County Tax Assessor-Collector, as the designated officer to calculate the No-New Revenue Tax Rate and the Voter-Approval Tax Rate for the 2021 tax year, as outlined in Chapter 26 of the Texas Tax Code.**

**MOTION:** Councilman Poore made a motion to approve Dawn Polasek Barnett, Wilson County Tax Assessor-Collector, as the designated officer to calculate the No-New Revenue Tax Rate and the Voter-Approval Tax Rate for the 2021 tax year, seconded by Councilman Oates. **Motion passed: 5-0.**

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

- **Drainage**
- **Planning and Zoning**

**6. Adjourn** – Councilman Poore made a motion to adjourn the meeting, seconded by Councilwoman Hutchinson. Meeting was adjourned at 5:33 PM and all members were in favor.

ATTEST:

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

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



**City of La Vernia**  
**CITY COUNCIL & MUNICIPAL DEVELOPMENT DISTRICT**  
**JOINT BUDGET WORKSHOP**  
City Council Chambers of La Vernia City Hall  
102 E. Chihuahua Street, La Vernia, Texas 78121

**IN PERSON & VIDEO CONFERENCE**

July 22, 2021

6:30 p.m.

(or immediately following the Special City Council Mtg)

**Minutes**

1. **Call to Order** – Mayor Gregory called the meeting to order at 5:30 PM. All members were present.
2. **Discussion/Action**
  - A. **Discuss and consider action on the City of La Vernia and Municipal Development District 2021 - 2022 Fiscal Year budget.**  
City Administrator presented the City of La Vernia and MDD 2021-2022 proposed Fiscal Year budget. City Administrator provided handouts to include budget work sheets and personnel salary sheets.
  - B. **Discussion on Capital Improvement Projects.**  
Staff advised council that we would start discussing it and would get with them on proposed projects.
3. **Adjourn** – Councilman Oates made a motion to adjourn the meeting, seconded by Councilwoman Hutchinson. Meeting was adjourned at 8:44 PM and all were in favor.

ATTEST:

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

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



La Vernia Police Department  
Enforcement Statistics  
July 2021

**Case Type**

Criminal Complaints	9
Incident	52
	<hr/>
<b>Total</b>	<b>61</b>

**CRIMINAL COMPLAINT - Offense Code**

ABUSE OF 911	1
WARRANT ARREST	2
THEFT	1
UNL. USE MOTOR VEH.	1
POSS DRUG PARA	2
BURG COIN OPP MACHINE	1
PUBLIC INTOX	1
	<hr/>
<b>Total</b>	<b>9</b>

**INCIDENT - Offense Code**

ACCIDENT INVOLVING DAMAGE TO V	8
INFO	19
DISTURBANCE	2
WELFARCE CONCERN	1
SUSPICIOUS PERSON/ACTIVITY	6
FOUNT PROPERTY	1
CIVIL MATTER	2
ALARM	4
ASSIST OTHER AGENCY	2
DAMAGE TO PROP	1
RECOVERED STOLEN VEH	1
FUNERAL ESCORT	2
EMERGENCY DETENTION	2
MISSING PERSON	1
	<hr/>
<b>Total</b>	<b>52</b>

**Citations**

VIOLATIONS	68
WARNINGS	76
	<hr/>
<b>Total</b>	<b>144</b>



Bruce Ritchey  
Chief of Police

# CITY OF LA VERNIA

## QUARTERLY INVESTMENT REPORT

2nd QTR FY 2021 (Apr - Jun)

Fund	Month	Purchases	Withdrawals	Interest	Transaction Total	EOM Totals	Yield
Beginning Qtr Balance	April	-	-	12.41	12.41	\$ 1,119,642.80	0.00111%
Ending Qtr Balance	May	-	-	9.68	9.68	\$ 1,119,652.48	0.0009%
	June	-	-	12.03	12.03	\$ 1,119,664.51	0.00111%
		-	-	34.12	34.12		

Interest	YTD Dividends	Mat Date
0.5000%	0	11/17/2021
		Pays Annual

This report is in compliance with the strategies approved by the City Investment Policy and the Public Investment Act.

  
 Yvonne Griffin  
 City Administrator/Investment Officer

Date Received 6/25/21  
Permit/Receipt No. \_\_\_\_\_  
Fee Paid \$100.00

**City of La Vernia**  
**Zoning Change Application**  
102 E. Chihuahua Street  
P.O. Box 225, La Vernia, TX. 78121  
(830) 779-4541 • Metro/Fax (830) 253-1198



Land ownership must be verified with a notarized statement. If the applicant is acting as the agent for the property owner, the property owner must provide a signed and notarized letter authorizing the agent to act on their behalf, and the letter must accompany the application.

Name Brenton and Karen Weaver  
Mailing Address PO Box 1168 Adkins Texas 78101  
Telephone 210 705 2172 Fax - Mobile 210 286 2252 Email allseasongroundcare@outlook.com  
Property Address/Location 403 Sequin Street La Vernia TX 78121

Legal Description  
Name of Subdivision Lot 4 Card C Crossing  
Lot(s) Lot 4 Block(s) - Acreage 1.94 Acres

Existing Use of Property Property is being used to house equipment and trailers.

Proposed Use of Property (attach additional or supporting information if necessary) I am Needing Property to be listed as commercial so I can run my business off of this land and have a dumpster.

Zoning Change Request: Current Zoning Residential Agriculture Proposed Zoning C-2 General Commercial

If "PDD Planned Development District", check if: Concept Plan \_\_\_\_\_ or Detail Plan \_\_\_\_\_

Reason for request (please explain in detail and attach additional pages if needed) I am Requesting a Zoning Change because I need to use this property for my business which entails having a dumpster for business needs and being able to have parked vehicles and trailers on this property.

**Attachments:**

- \_\_\_\_\_ Accurate metes and bounds description of the subject property (or other suitable legal description)
- \_\_\_\_\_ Survey exhibit and other appropriate exhibits as deemed necessary by the city including, but not limited to, site plans, maps, architectural elevations, and information about proposed uses.
- \_\_\_\_\_ Notarized statement verifying land ownership and if applicable, authorization of land owner's agent to file the zoning change request.

**A denied application is ineligible for reconsideration for one year.**

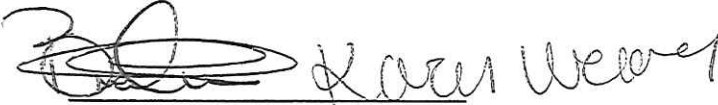
The undersigned hereby requests rezoning of the above described property as indicated:

[Signature]  
Signature of Owner(s)/Agent

6/23/21 | 6/25/21  
Date

Date of Publication <u>7-15-2021</u>	<b>For Office Use Only</b>	Date of P&Z Public Hearing <u>8-3-2021</u>
Date of 200 Ft Notices <u>7-12-2021</u>		Date of Council Public Hearing <u>8-12-2021</u>
Ordinance No. <u>081221-01</u>		Approved _____ Denied _____

The property address of 403 Seguin St La Vernia, Tx 78121 lot 4 C&C crossing is now owned by Brenton and Karen Weaver.



Brenton Weaver / Karen Weaver

6 / 23 / 21  
Date



Roberto Alvarez  
Commission expires  
4-15-2024



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **Gift Deed**

**Date:** June 14, 2021

**Grantor:** Jay Hearne and wife, Connie Hearne

**Grantor's Mailing Address:**

132 Jessica Street  
La Vernia, Texas 78121

**Grantee:** Brenton Weaver and wife, Karen Weaver

**Grantee's Mailing Address:**

P. O. Box 1168  
Adkins, Texas 78101

**Consideration:** The love and affection we have and bear for our grandson and his wife, the Grantees herein.

**Property (including any improvements):**

Lot 4, C&C Crossing Subdivision, as per plat recorded in Volume 10, Page 92, Plat Records, Wilson County, Texas.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

All presently recorded and valid existing instruments that affect the Property.

Grantor conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

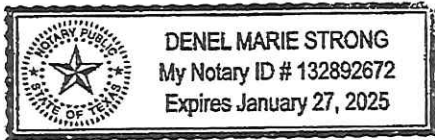
Jay Hearne  
Jay Hearne

Connie Hearne  
Connie Hearne

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on June 15<sup>th</sup>, 2021, by Jay Hearne.



Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/25

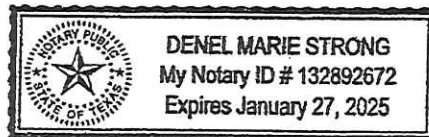
STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on June 15<sup>th</sup>, 2021, by Connie Hearne.

Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/2025

PREPARED IN THE OFFICE OF:  
Robert Harvey & Associates, P.C.  
3586 Highway 181 N.  
Floresville, Texas 78114

AFTER RECORDING RETURN TO:  
Brenton and Karen Weaver  
286 Kimball Street  
La Vernia, Texas 78121



HOLD HARMLESS AGREEMENT

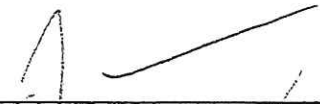
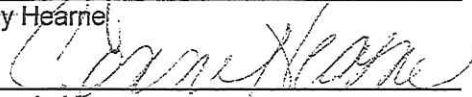
DATE: June 14, 2021  
GRANTOR: Jay Hearne and wife, Connie Hearne  
GRANTEE: Brenton Weaver and wife, Karen Weaver  
PROPERTY: Lot 4, C&C Crossing Subdivision, as per plat recorded in Volume 10, Page 92, Plat Records, Wilson County, Texas.

Grantor is conveying the above described property on this date to Grantee, and has specifically requested that said conveyance be made as a gift. Robert Harvey & Associates, P.C. is unaware of the financial standing of the Grantor and/or Grantee and this gift may or may not exceed the gift tax exemption amount allowed under the Internal Revenue Code. Further, the effect this gift may have on the Grantor's ability to qualify or receive assistance from any government program is unknown.

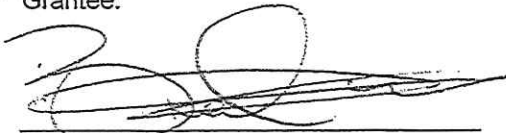
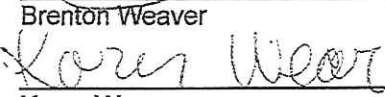
**Robert Harvey & Associates, P.C. has prepared the Gift Deed at your request; however, we have advised you to consult a Certified Public Accountant or other tax professional prior to execution of the Gift Deed regarding any tax or other financial consequences that may potentially arise therefrom.**

By signing in the space below, you confirm that Robert Harvey & Associates, P.C. has not provided any financial advice regarding potential tax or financial concerns, you acknowledge that we have advised you to consult with a Certified Public Accountant or other tax professional and are aware of any potential tax or other financial consequences arising from the gift of the above described property, or you have declined or waived to seek such consultation. Further, you agree to indemnify and hold Robert Harvey & Associates, P.C. harmless from any and all damages which you may incur due to the conveyance of the above described property pursuant to the Gift Deed.

Grantor:

  
\_\_\_\_\_  
Jay Hearne  
  
\_\_\_\_\_  
Connie Hearne

Grantee:

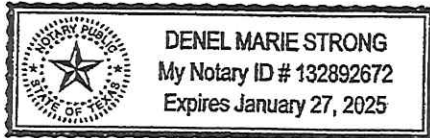
  
\_\_\_\_\_  
Brenton Weaver  
  
\_\_\_\_\_  
Karen Weaver



ACKNOWLEDGMENTS

State of Texas §  
County of Wilson §

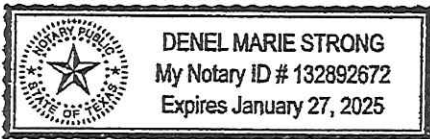
This instrument was acknowledged before me on this the 15<sup>th</sup> day of June, 2021, by Jay Hearne.



Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/25

State of Texas §  
County of Wilson §

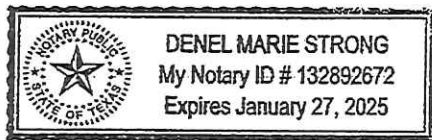
This instrument was acknowledged before me on this the 15<sup>th</sup> day of June, 2021, by Connie Hearne.



Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/25

State of Texas §  
County of Wilson §

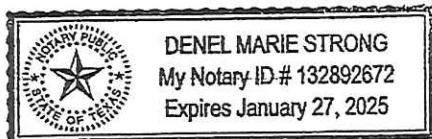
This instrument was acknowledged before me on this the 16<sup>th</sup> day of June, 2021, by Brenton Weaver.



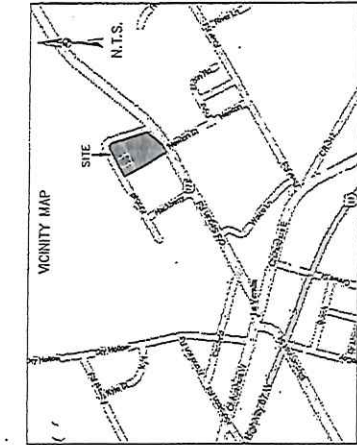
Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/25

State of Texas §  
County of Wilson §

This instrument was acknowledged before me on this the 16<sup>th</sup> day of June, 2021, by Karen Weaver.



Denel Marie Strong  
Notary Public, State of Texas  
My commission expires: 1/27/25



JUAN DELGADO SURVEY NO. 8  
ABSTRACT NO. 8  
CITY OF LA VERNIA

R=40.00'  
L=71.30'  
D=102.0754'  
Tan=49.51'  
Brng=N67°59'03"W  
L=62.23'

LEGEND  
 ST - STEEL AND COPPER  
 OF - GALVANIZED IRON  
 CONCRETE - CONCRETE  
 W - WOOD FENCE  
 P - PAINTED IRON  
 S - SINK HOLE  
 C - CHAIN LINK FENCE  
 F - 1000 FRINGE FENCE

SCALE: 1" = 100'

SURVEY PLAT  
OF  
C&C CROSSING SUBDIVISION

SURVEY PLAT OF 2.82 ACRES OF LAND WITHIN THE CITY OF LAVENIA, TEXAS, ABSTRACT NO. 8, DELGADO SURVEY NO. 8, AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO JAY HEARIE IN A DEED OF RECORD IN VOLUME 1530, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY, TEXAS.

STATE OF TEXAS  
COUNTY OF WILSON

JAY HEARIE, THE OWNERS OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP DO HEREBY PLAT AND PROPERTY ACCORDING TO THE SURVEY HEREIN SHOWN OUT OF THE JUAN DELGADO SURVEY NO. 8, ABSTRACT NO. 8, WILSON COUNTY, TEXAS, AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO JAY HEARIE IN A DEED OF RECORD IN VOLUME 1530, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY, TEXAS.

BY: *Jay Hearie*  
JAY HEARIE  
7259 HWY. 87 E  
SAN ANTONIO, TEXAS 78283

STATE OF TEXAS  
COUNTY OF WILSON

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED JAY HEARIE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE acknowledged to me that he executed the SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11<sup>th</sup> DAY OF APRIL, 2010.

*[Signature]*  
NOTARY PUBLIC  
STATE OF TEXAS

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING DEPARTMENT OF THE CITY OF LA VERNIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE REAL SUBDIVISION AS SHOWN HEREON.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE BUILDING OFFICIAL OF THE CITY OF LA VERNIA, TEXAS, THIS 11<sup>th</sup> DAY OF APRIL, 2010.

BY: *[Signature]*  
CITY PLANNING AND ZONING DEPARTMENT  
CITY OF LA VERNIA, TEXAS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FROM AN ORIGINAL SURVEY, MADE UNDER MY SUPERVISION, ON THE 12TH DAY OF DECEMBER, 2005, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARRY A FOLLOWS  
P.O. BOX 475, FLORENCEVILLE, TEXAS 78114  
(830) 393-4770

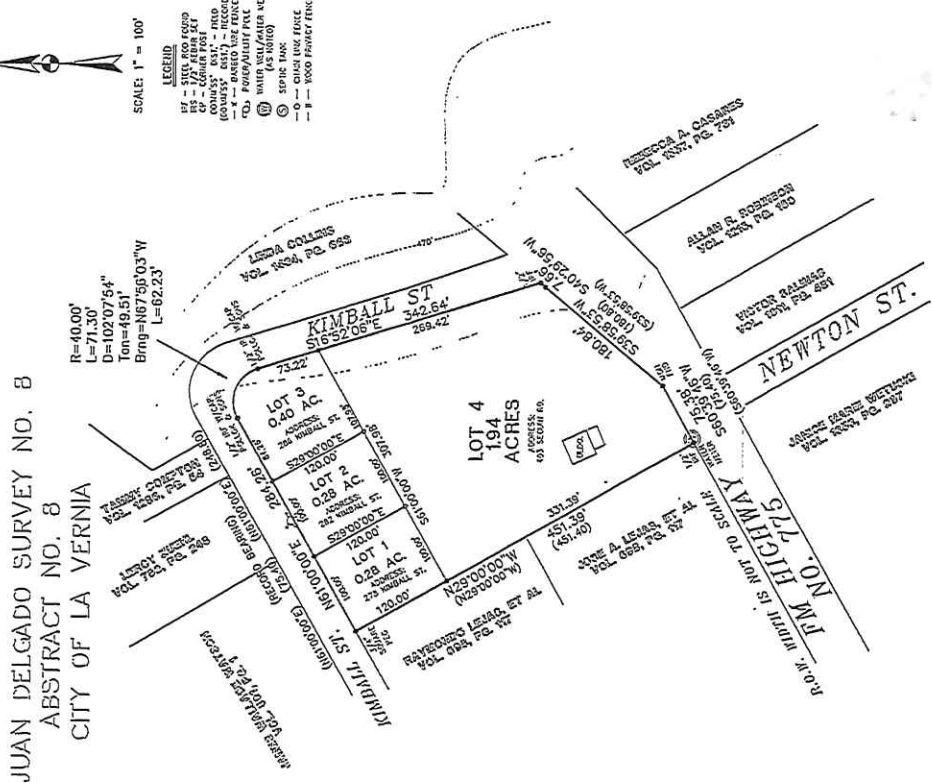
SWORN TO AND SUBSCRIBED BEFORE ME, THIS 11<sup>th</sup> DAY OF APRIL, 2010.

*[Signature]*  
NOTARY PUBLIC

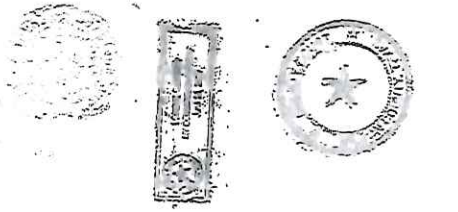
I, Eva S. Martinez, COUNTY CLERK OF WILSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 8 DAY OF APRIL, A.D. AT 10:20 O'CLOCK PM AND DULY RECORDED IN VOLUME 10 PAGE 92 PLAT RECORDS OF WILSON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 8 DAY OF APRIL, A.D. 2010.

*[Signature]*  
COUNTY CLERK, WILSON COUNTY, TEXAS



1. WATER SERVICE IS TO BE PROVIDED BY THE CITY OF LAVENIA.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNICTED TO THE CITY OF LAVENIA SERVICE TREATMENT FACILITIES.
3. THE ENTIRE AREA OF THIS SUBDIVISION HAS BEEN DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD ZONE BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FOR THE CITY OF LAVENIA, WILSON COUNTY, TEXAS.
4. ALL UTILITY LOCATIONS ARE FOR THE CONSIDERATION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REPAIRS), REPLACEMENT AND/OR OTHER CONSIDERATIONS, REPAIRS AND REPAIRS OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
5. THIS SUBDIVISION IS DIRECTLY WITHIN THE LAVENIA INDEPENDENT SCHOOL DISTRICT.
6. RECREATION INFORMATION SHOWN HEREON WAS SOURCED FROM THE LAVENIA CITY ENGINEER, DEPARTMENT OF THE WILSON GEOLOGICAL SURVEY AND IS BASED ON MATERIAL GEOLOGICAL RECORDS DATED BY 1981. CURRENT EVIDENCE ARE TO BE FELT.
7. NO PROPERTY SHALL BE CONSIDERED BEING THE LOTS AND ACQUISITION RIGHT OF WAY WITHOUT FIRST OBTAINING A VARIANCE FROM THE STATE OF TEXAS AND/OR THE CITY OF LAVENIA.
8. 17' SIDE ROSS (SEE SET AT ALL CORNERS UNLESS NOTED OTHERWISE).
9. THE PUBLIC UTILITY OF WATER AND SEWERAGE (WATER AND SEWER) SHALL BE PROVIDED BY THE PUBLIC UTILITY, DRAINAGE, AND ELECTRICAL SERVICE IS TO BE PROVIDED BY GRANDVIEW VALLEY ELECTRIC COOPERATIVE, INC.
10. ELECTRICAL SERVICE IS TO BE PROVIDED BY GRANDVIEW VALLEY ELECTRIC COOPERATIVE, INC. SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
11. OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
12. HAZARDOUS ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE RELOCATED AS DIRECTED BY THE WILSON COUNTY ENGINEER TO STATE HIGHWAYS.
13. ALL BE LOCATED UTILITY ADJACENT TO THE RIGHT-OF-WAY USE ALL PROVISIONS RELATED TO THESE ARE REQUIRED TO COMPLY WITH AMERICAN DISABILITY ACT DESIGN CRITERIA.



FILED FOR RECORD  
EVA S. MARTINEZ  
COUNTY CLERK  
WILSON COUNTY, TEXAS  
(830) 393-4770  
18-00029

Property Address: 403 Seguin St

Total Mailed: 16





## NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission will hold a public hearing at the request of Mr. Brenton & Karen Weaver.

Property: 1.94 acres addressed as 403 Seguin Street La Vernia, Texas 78121.

Request: "I am requesting a zoning change because I need to use this property for my business. Which entails having a dumpster for business needs and being able to have marked vehicles and trailers on this property."

Current Zoning: RA

Proposed: C2 (General Commercial )

Because your property is located within 200 feet of the request, State Law requires that we notify you of the public hearing. **However, the zoning of your property will not be affected.** The public hearing process allows an opportunity to provide your written opinion of the request. This will aid the Planning Commission in making a recommendation to City Council.

Public hearing for this request is scheduled before the Planning & Zoning Commission on Tuesday, August 3<sup>rd</sup>, 2021, at 6:30 PM and City Council on Thursday August 12<sup>th</sup>, 2021 at 6:30 PM. Both meetings will be held at La Vernia City Hall Council Chambers, 102 E. Chihuahua La Vernia, Tx 78121, and are open to the public. To submit written comments please complete the information below, including your signature, and return by Friday July 30<sup>th</sup>, 2021 to:

Mail: City of La Vernia  
Brittani Porter  
PO Box 225  
La Vernia, Tx 78121

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

If you have questions, please call Brittani Porter at (830) 779-4541 ext. 3.

Brittani Porter, City Secretary

### YOUR OPINION MATTERS – DETACH AND RETURN

Circle one

I am ( **in favor** ) ( **opposed** ) to the proposed Re-Zone for the property described as 403 Seguin Street, (Lot 4), La Vernia, Texas 78121.

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

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Comments: \_\_\_\_\_

**By State Law – Unsigned submission cannot be counted as official comment.**

JOSE A & DORA E LEIJA  
PO BOX 491  
LA VERNIA, TX 78121-0491

ELIZABETH ASHLEY GREEN  
319 N SEGUIN  
LA VERNIA, TX 78121

JEFFERY C HENDRICKS  
317 N SEGUIN RD  
LA VERNIA, TX 78121

ROBERT L III & LISA BECAN  
256 KIMBALL ST  
LA VERNIA, TX 78121

ROBERT L III & LISA BECAN  
256 KIMBALL ST  
LA VERNIA, TX 78121

JAY AND CONNIE HEARNE  
132 JESSICA ST  
LA VERNIA, TX 78121

JAY & CONNIE HEARNE  
132 JESSICA ST  
LA VERNIA, TX 78121

JAY & CONNIE HEARNE  
132 JESSICA ST  
LA VERNIA, TX 78121

LINDA & ROBERT COLLINS  
13322 VISTA ARROYO  
SAN ANTONIO, TX 78216

RICHARD E & TRUDIE M JONES  
145 WILLOW BLUFF  
CIBOLO, TX 78108-2259

PAUL & BELINDA DE LUNA  
406 N SEGUIN  
LA VERNIA, TX 78121

VICTOR SALINAS  
PO BOX 203  
LA VERNIA, TX 78121-0203

JANICE MARIE WETUSKI  
PO BOX 37  
LA VERNIA, TX 78121

LINDA & ROBERT COLLINS  
13322 VISTA ARROYO  
SAN ANTONIO, TX 78216

PAMMER KAY COMPTON  
PO BOX 735  
LA VERNIA, TX 78121

LEROY ZUEHL  
261 KIMBALL ST  
LA VERNIA, TX 78121

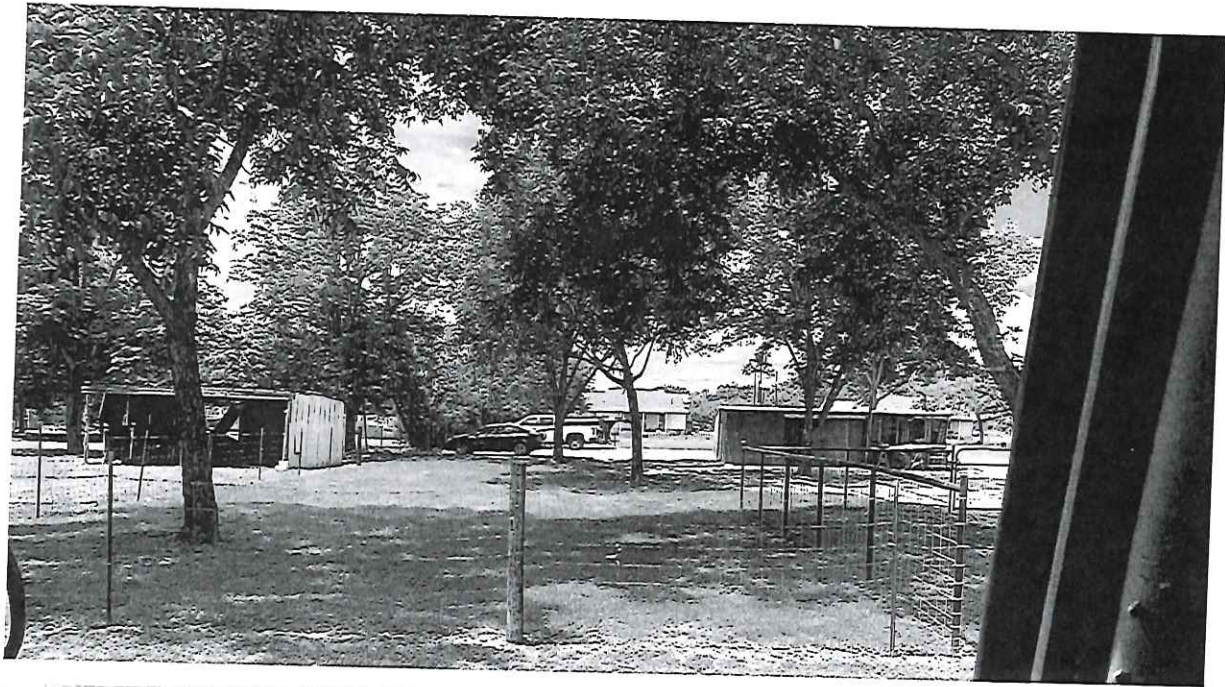
MAILED: July 12, 2021

In favor: 2

Opposed: 1

TOTAL AS OF 4:15 PM ON  
MONDAY, AUG 9, 2021





**bporter@lavernia-tx.gov**

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**From:** Gordon Bake <gordon.bake@gmail.com>  
**Sent:** Monday, August 9, 2021 3:55 PM  
**To:** Brittani Porter, City Secretary  
**Subject:** Re: Letter for CC

Ms. Porter,

Honorable City Council,

The La Vernia Planning & Zoning Commission met on August 3, 2021 to discuss the re-zoning of 403 Seguin St, 1.94 acres, from its present classification of Residential Agriculture (RA) to General Commercial (C-2). Upon discussion of the commission, it was unanimously agreed to recommend approval of the re-zoning but with the recommendation that it be re-zoned C-1 and not C2.

Sincerely,

Gordon Bake  
Chairman

On Mon, Aug 9, 2021 at 2:24 PM <[bporter@lavernia-tx.gov](mailto:bporter@lavernia-tx.gov)> wrote:

Hello –

Can I please get a letter of recommendation to CC on the Re-Zone for 403 Seguin St. please? Thank you!

Brittani Porter, TRMC

City Secretary

City of La Vernia

102 E. Chihuahua St.

(o) 830-779-4541

(f) 830-253-1198

**ATTENTION PUBLIC OFFICIALS!**

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.



## **INTERLOCAL AGREEMENT FOR POLICE SERVICES**

This agreement is made and entered into by and between the CITY OF LA VERNIA, a municipality situated in Wilson County, Texas hereinafter referred to as "City", acting through its City Council, and the LA VERNIA INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "District," acting through its Board of Trustees (the City and District collectively referred to as the "Parties"). Authority for this agreement is granted and pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.

### **WITNESSETH**

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, the City employs police officers to protect and serve the health, safety, and welfare needs of the residents of the City; and

WHEREAS, pursuant to Chapter 37 of the Texas Education Code the District may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers; and

WHEREAS, the District has a need for police protection on its campuses, but does not employ any Officers to fill this function; and

WHEREAS, the City is willing to provide an Officer to assist and provide the police protection desired by the District; and

WHEREAS, District has determined it is in its best interest to enter into an agreement with City to provide such police services to District, and it has specifically authorized the subject peace officer(s) to carry weapons in performing such services at all District campuses and properties within the City's corporate limits; and

WHEREAS, District is willing to reimburse City for salaries, benefits, and associated costs, of the officer assigned to provide the services as set out herein; and

WHEREAS, the City and District find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of police protection on the District Campuses to the benefit of all the taxpaying citizens of the City and District,

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

## ARTICLE I

### PURPOSE

The purpose of this Agreement is for the City to provide police protection to the District by assigning a School Resource Officer (“SRO”) to be present on the campuses and other property owned and/or operated by the District during the times agreed to and described under this Agreement.

## ARTICLE II

### TERM

2.1 The term of this Agreement is for three (3) years beginning on the first (1<sup>st</sup>) day of October, 2021, and shall continue in full force and effect until 11:59 p.m. on the thirtieth (30<sup>th</sup>) day of September 2024, unless sooner terminated as herein provided. This agreement may be renewed by mutual consent for additional one (1) year terms not to exceed more than three (3) such additional terms. The process of renewal may be initiated by either party by forwarding written notice to the other party of such intent no less than thirty (30) days prior to the expiration of this agreement. Renewal of the Agreement shall require formal action during an open meeting of the governing body of each respective party hereto.

2.2 This Agreement may be terminated during the initial term or any subsequent term, by either party if funding of this position, in the sole opinion of the terminating party, is not adequately provided.

2.3 In the event this Agreement is terminated as provided herein, the sums owed up to and including the day of termination shall be paid and any funds remaining after this final payment, if any, shall be refunded.

## ARTICLE III

### SERVICES

#### RIGHTS AND DUTIES OF THE CITY

3.1 The City agrees to provide one (1) uniformed commissioned Officer (the “Officer”) to the District under the terms provided in the Agreement for purposes of police protection on property owned or operated by the District.

3.2 The Officer shall at all times remain an employee of the City, subject to the direction and control of the City for all purposes except as provided in Paragraph 3.9 below. The City shall ensure that the Officer notifies the Superintendent of any incident involving District property, students and/or employees.

3.3 Except as otherwise provided in this Agreement, the City will be solely responsible for all costs and expenses related to the employment of the Officer and the conduct of his operations, including transportation and related expenses, the Officer's continued licensing as an officer, weapons, ammunition, and related equipment. The City agrees to obtain and maintain in force during the term of this Agreement law enforcement liability insurance in the coverage amount usually carried by the City for its police officers and automobile insurance, for the police car used by the Officer, in the coverage amount usually carried by the City for its vehicles, which shall name the District as an additional insured party and shall cover the services provided by the Officer under this Agreement. The City shall annually provide to the District a certificates of insurance reflecting this coverage at the time of policy renewal.

3.4 The parties hereto agree that the Officer is at all times under the direct control and command of the La Vernia Police Chief and that in the event of the commission of a felony offense within the City limits, a natural catastrophe, a local, state or national emergency, any incident resulting in serious bodily injury or death or, in the opinion of the City Police Chief, any other matter requiring the mobilization of the City's police force to protect its citizens, that the officer assigned to duty under this Agreement may be assigned to other duties for periods of time not to exceed five (5) days. In such event, the City shall provide notice to the District within twenty-four (24) hours of the reassignment.

3.5 The City shall have the right, at such times as the Officer is not working the scheduled hours and/or performing school related duties with the District as described in provision 3.10 below, to schedule the Officer to perform duties for the City.

3.6 In addition to the Officer under paragraph 3.1 of this Agreement, the City will provide and pay for the following items:

- a. One police car when available;
- b. A current juvenile code;
- c. A current family code;
- d. A current penal code;
- e. Campus officer training for the Officer;
- f. First aide and C.P.R. training for the Officer;
- g. A current La Vernia Police Department citation book;
- h. Stationary; and
- i. The 12% administration fee charged by the City for School Resource Officer Services shall be waived in exchange for the Officer returning to City related duties at those time when the officer is not scheduled for school related work.

3.7 When the Officer takes a person into custody in the course of duty under this Agreement, City shall notify District of the incident within the time frame required by law and, to the extent permitted by law, the disposition of the matter. In addition, to the extent permitted by law, the Officer shall report to District all information obtained during the investigation of any reported incident involving a student for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.

## RIGHTS AND DUTIES OF THE DISTRICT

3.8 During the term of this Agreement, One Hundred Percent (100%) of the salary and benefits provided to the Officer shall be paid by the District. For purposes of this Agreement, benefits shall be FICA/Social Security and Medicare taxes, health insurance, life insurance, workers' compensation and uniforms. The City shall provide the District with thirty (30) days notice of a proposed increase in the Officer's salary and/or benefits. An agreed to increase shall become effective on the following quarter invoice. Beyond the salary and benefits provided for the Officer related to the District regular working hours described above and in provision 3.10 below, overtime hours shall be paid by the District for District requested time and District related duties. If or when the City Police Chief requires the services of the Officer for police duty described in provision 3.4 above, and such duty requires working hours beyond those described herein under provision 3.10, such non-District police duty overtime shall be paid for by the City. If or when the Officer and police Department schedule the Officer for non-District police duty hours as described in provision 3.5 above, and such duty requires working hours that are beyond the working hours described herein under provision 3.10, such non-District police duty overtime work shall be paid for by the City. The District shall provide the Officer use of an office located at the high school to include a telephone, land line, file cabinet, and table or desk as available from District furniture and equipment inventory.

3.9 At the assignment of an Officer, and at any time that the City proposed to change the Officer assigned under this Agreement, the District and Police Department shall cooperate with one another to interview and review the qualifications and experience of the Officer proposed by the City. The District shall have the right to veto and refuse the Officer assigned and the City shall propose a different Officer for consideration.

3.10 Except as otherwise scheduled by the District as herein provided, the regular working hours of the Officer shall be from 7:15 A.M. to 4:15 P.M. on school days. The District shall have the right to direct the specific scheduling of the Officer, such as to assign a classroom or other facility, to assign additional meetings or instructional times, and to assign the Officer to extracurricular functions. The District will use its best efforts to establish the Officer's weekly schedule on or before the last day of the week preceding the week scheduled. Should the District total hours worked by the Officer surpass the District regular working hours described above, the Officer shall be compensated for such overtime work based in District overtime compensation policy. District work beyond regular working hours will be determined by the District based on security needs and will not be available on a regular or routine basis. The District will provide all schedules to the City's Chief of Police. The District recognizes that working hours during the school year, particularly during the winter, summer, and spring school breaks, may not require the Officer to be on duty from 7:15 A.M. to 4:15 P.M. The District shall work in cooperation with the City Police Department to provide the District work schedule for the Officer during the non-regular work hour times such that the Officer may schedule City Police Department work at the discretion of the City and Officer.

## MUTUAL AGREEMENT

3.11 The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of Officer will not otherwise cause unnecessary risks.

3.12 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that, depending on the nature of an incident, law enforcement personnel may be required to conduct on-scene interviews and/or briefings for the media without prior coordination between the Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

## ARTICLE IV

### BILLING AND NOTICE

4.1 Within fifteen (15) days of the execution of this Agreement by both parties, the City shall send an invoice to the District covering the first three-month period of this Agreement that shall encompass the Officer's costs to the City and the District agrees to pay this initial invoice as provided in paragraph 4.2 of this Agreement. District shall be billed quarterly for each period thereafter.

4.2 District agrees to pay all uncontested invoices within thirty (30) days of receipt. In the event the District disagrees with the total amount due under an invoice, it shall pay all uncontested amounts as provided and notify City why the portion not paid is unacceptable. If the dispute cannot be settled, either party may file suit in a Court of competent jurisdiction.

4.3 District and City agree that each party shall pay for any financial obligations of the party from the then current fiscal year revenues available to the paying party.

4.4 All notices/invoices by the parties shall be deemed given when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following addresses:

**For the City:** City of La Vernia  
Attention: City Manager  
P.O. Box 225  
La Vernia, Texas 78121

**For the District:** La Vernia Independent School District  
Attn: Superintendent of Schools  
13600 US Hwy 87 West  
La Vernia, Texas 78121

## ARTICLE V

### GENERAL PROVISIONS

- 5.1 In the event that one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 5.2 The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Furthermore, this Agreement is entered into in Wilson County, Texas and venue shall lie in such county.
- 5.3 No amendment, modification or alteration to this Agreement shall be binding unless the same be in writing, dated subsequent to the beginning date hereof and duly executed by the parties hereto.
- 5.4 This Agreement shall be binding on and inure to the benefit of the parties hereto and their matter of this Agreement and supersedes any prior understandings, whether written or oral.
- 5.5 This Agreement constitutes the sole and only agreement of the parties pertaining to the subject matter of this Agreement and supersedes any prior understandings, whether written or oral.
- 5.6 The relationship of District and City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties hereto.
- 5.7 The captions contained in this Agreement are for convenience of reference only and in no way limit or expand the terms or conditions of this Agreement.
- 5.8 No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, council members, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.
- 5.9 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 5.10 Neither Party shall assign or transfer any interest in this Agreement without prior written approval of the other Party.
- 5.11 In providing the services under this Agreement, both parties agree to and shall abide by any and all Federal, including but not limited to the Family Educational Rights and Privacy Act

(FERPA) 20 USC §1232g, State and Local law, including, but not limited to a statute, ordinance, rule or regulation, pertaining to such services which is in effect or comes into effect while this Agreement is in force. Notwithstanding any other provisions of this Agreement, any violation of this Section 5.11 shall constitute a material breach of this Agreement and shall entitle the non-breaching party the right to immediately terminate this Agreement and seek all remedies allowed by law.

5.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**ARTICLE VI**

6.1 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for staffing, security, crowd control, and other tasks during UIL events, except as provided herein; at a rate of \$30.00 an hour (max five (5) officer Varsity Football, max one (1) officer all other UIL event unless otherwise requested).

6.2 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for traffic control morning and afternoon, and other tasks, except as provided herein; at a rate of \$25.00 an hour, Morning traffic control will be limited to one (1) hour (no more than two (2) officers) and afternoon traffic will be limited to one (1) hour.

6.3 City if La Vernia Police Department will supply and arrange for all equipment and personnel necessary for staffing and security of district property, except as provided herein; at a rate of \$25.00 an hour for four (4) hours.

IN WITNESS OF WHICH this Agreement is executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LA VERNIA, TEXAS**

**LA VERNIA INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Mayor, City of La Vernia

\_\_\_\_\_  
LVISD Board President

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
LVISD Board Secretary



# Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

July 28, 2021

City of La Vernia, Texas  
P.O. Box 225  
La Vernia, Texas 78121

The following represents our understanding of the services we will provide the City of La Vernia.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of La Vernia, as of September 30, 2021, and for the year then ended and the related notes to the financial statements, which collectively comprise City of La Vernia's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis, budgetary comparison information, and schedule of funding progress for defined benefit pension plan be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund
3. Budgetary Comparison Schedule – Municipal Development District
4. Schedule of Employer Contributions and Changes – Defined Benefit Pension Plan
5. Schedule of Changes in Total Other Post Employment Liability



Supplementary information other than RSI will accompany City of La Vernia's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Comparative individual fund statements for each major fund
2. Combining fund statements for nonmajor funds

### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS. As part of an audit in accordance with U.S. GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting in error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtaining an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of La Vernia's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of La Vernia's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

### **Nonattest Services**

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of City of La Vernia. However, we will provide advice and recommendations to assist management of City of La Vernia in performing its responsibilities. The nonattest services to be performed may include:

1. Assistance in preparation of the annual financial report
2. Assistance with accrual and government-wide entries
3. Other financial assistance as needed, such as depreciation schedules

City of La Vernia's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As noted above, management's responsibilities includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the nonattest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them. It is our understanding that management has designated Yvonne Griffin, an individual with suitable skills, to be responsible and accountable for overseeing all services performed as part of this engagement, including the nonattest services we may provide.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

## **Reporting**

We will issue a written report upon completion of our audit of City of La Vernia's basic financial statements. Our report will be addressed to the governing body of City of La Vernia. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information on the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

## **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We anticipate conducting year end audit procedures in November or December and issuing a draft report for management's review in early January.

Phil Vaughan is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be our standard hourly rates plus out-of-pocket costs except that we agree that our gross fee, including expenses, will not exceed \$18,600. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Armstrong, Vaughan & Associates, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Armstrong, Vaughan & Associates, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We appreciate the opportunity to be of service to the City of La Vernia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,

*Armstrong, Vaughan & Associates, P.C.*

Armstrong, Vaughan & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of La Vernia.

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

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

**bporter@lavernia-tx.gov**

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**To:** Douglas DiCiccio, P.E., CPESC  
**Cc:** John T. Mooneyham, P.E.  
**Subject:** RE: 229 Chihuahua St. & HEB Parking Lot Expansion CLOMR-F reviews

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**From:** Douglas DiCiccio, P.E., CPESC <ddiccio@cectexas.com>  
**Sent:** Tuesday, June 29, 2021 4:28 PM  
**To:** bporter@lavernia-tx.gov  
**Cc:** John T. Mooneyham, P.E. <jmooneyham@cectexas.com>  
**Subject:** RE: 229 Chihuahua St. & HEB Parking Lot Expansion CLOMR-F reviews

Brittani,

The proposed design for the Beer Barn property meets all requirements defined within the city's ordinance. We did our due diligence on this project, as you could probably tell by the several rounds of comments for this submittal, but In the end, the flood study provided has met all of the requirements found in the city ordinances and so we can only confirm that these requirements have been met. Per City ordinance section 6-414, the Floodplain Administrator can approve or deny a development permit based on a variety of reasons, most of which relate to public safety and flood damage potential. A discussion with the Floodplain Administrator might be a good idea if the city still has concerns with this project.

Please let us know if we can be of any assistance moving forward. I've also attached an updated review letter, which makes some revisions to the wording.

Thank you

**Douglas DiCiccio, P.E., CPESC**

Project Engineer

**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: 210-798-9249





1st Draft

AGREEMENT FOR ANIMAL SHELTER SERVICES PROVIDED BY WILSON  
COUNTY NO KILL SHELTER.

THE STATE OF TEXAS §  
§  
COUNTY OF WILSON §

This Agreement is made this day of ,15<sup>th</sup> day of July 2021 by and between Wilson County No Kill Shelter, a Texas non-profit corporation (herein referred to as the "Shelter") and the City of La Vernia, Texas, Texas a home rule municipality (herein referred to as the "City").

Whereas, the SHELTER operates an animal shelter facility located at 1059 County Rd 301, Floresville, in Wilson County Texas, to house stray, unwanted or abandoned animals; and

Whereas, the CITY has need of a facility to house animals it takes possession of throughout the CITY pursuant to City Ordinance after such animals have been abandoned, seized, or are considered strays as defined by the City's animal control ordinance; and

Whereas, the CITY desires to have the SHELTER perform such other animal services, including the collection, administration and/or accounting of certain monies associated with impoundment, boarding and licensing of CITY animals as set forth herein; and

Whereas, the SHELTER and the CITY have agreed to the execution of this Agreement for the purpose of the SHELTER providing such services; now therefore

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE ONE – DEFINITIONS

The Parties agree that the following definitions shall apply to this Agreement:

1.1 "Animals" shall mean domestic animals such as dogs, cats and domesticated rabbits, non-indigenous reptiles and shall exclude birds, fowls and livestock as defined herein.

1.2 "Annual Payment" shall mean the annual amount CITY pays SHELTER for SHELTER's services calculated pursuant to the terms of this Agreement.

1.3 "Birds" and "Fowls" shall be defined as an animal belonging to the class of Aves including members of the parrot family and all game birds, including but not limited to dove, quail, duck, goose, pigeon, cardinal, blue jay, robin, sparrow, blackbird and crow.

1.4 "City Ordinance" shall refer to Chapter 4 of the City of La Vernia Code of Ordinances as same may, from time to time be amended.

1.5 "City Licensing Program" shall mean the City program of licensing dogs and cats in accordance with ~~????~~ Does the city want to require this?

1.6 "Contract Rate" shall mean the per animal charge for services rendered by SHELTER to CITY pursuant to this Agreement, and which rate shall be calculated by dividing the Annual Payment by the reasonably anticipated number of animals to be processed annually by SHELTER for CITY.

1.7 "Facility" shall mean that one facility used by SHELTER in providing shelter and other services for CITY pursuant to this Agreement currently anticipated to be located at 1059 County Rd 301, Floresville, Texas 78114.

1.8 "Livestock" shall be as set forth in the Texas Agriculture Code Section 1.003(3) and shall include cattle, horses, mules, asses, sheep, goats and hogs and shall also include bison, swine and other equine, poultry, wild rabbits, exotic animals, or domestic game birds.

## ARTICLE TWO – IMPOUNDMENT

2.1 **Facility.** The SHELTER represents that its Facility may house and process animals for CITY in a manner for SHELTER to meet its obligations herein as well as meets applicable legal requirements for animal shelters, including all rules and regulations pursuant to Chapter 823 Texas Health and Safety Code.

2.2 **Impoundment.** The SHELTER agrees that it will accept all animals brought to its Facility by CITY. Such animals shall be impounded under the exclusive control and custody of the SHELTER for periods of time as required by Title 10, Texas Health and Safety Code and the CITY Ordinance except as hereinafter set forth. ~~Prior to delivery to the SHELTER, the CITY shall scan for micro chips or search for a CITY license and use all reasonable diligence to notify the licensed owner, if any. The CITY shall take all injured animals that are licensed and tagged in accordance with the CITY licensing program to a veterinarian or animal clinic during SHELTER non-business hours for treatment in accordance with City Ordinance.~~ The CITY shall not accept a surrender of ownership of an animal by its owner at the Facility, except through and at the SHELTER.

Commented [y1]: Is this tool something the city should look into purchasing??

Commented [y2]: The city does not have a licensing program currently

2.3 **Hold Period.** Every animal delivered to the Facility by the CITY shall become ~~Contract No. \_\_\_\_\_~~ **3** the sole and exclusive property of the SHELTER to process in accordance with this Agreement, including in accordance with the CITY ordinance regarding impoundment and redemption. The CITY agrees that the passage of three (3) working days beginning from the date of delivery to the SHELTER of every impounded stray animal is the "Redemption Period." Neither the CITY nor any agency nor agent of the CITY shall have any claim or right to any animal not claimed and redeemed during the Redemption Period.

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2.4 **Care.** The SHELTER agrees and represents that it will provide reasonable and appropriate care for all animals delivered to the Facility by the CITY. This includes adequate shelter, food, water and all other humane treatment. ARTICLE THREE– ANIMAL DISPOSITION 3.1 Disposition Policy. The SHELTER shall have the undisputed right, consistent with the CITY Ordinance, Title 10, Texas Health and Safety Code and this Agreement, to dispose of every animal given into its custody in accordance with the following policy: a. To return the animal to its former owner, if possible; b. To place unclaimed animals in the care,

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custody and control of new owners; or c. To humanely destroy animals which are not claimed by owners. The SHELTER shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals. Pursuant to the terms of this Agreement, the SHELTER shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or destroyed but agrees to make a good faith attempt to place animals prior to destroying them. Notwithstanding the foregoing, the SHELTER shall have the right to humanely destroy any animal impounded that is found to be physically suffering, injured or have a communicable disease prior to the end of the Redemption Period. 3.2 Impoundment, Boarding and Adoption. The SHELTER agrees, in accordance with Paragraph 3.1 of this Agreement, that if the owner of an impounded animal shall claim the animal prior to the Redemption Period the SHELTER shall collect from the owner the then current impoundment fee together with the cost of board at the then current rate per animal so impounded. Further, the SHELTER shall require the owner of every impounded animal to pay all applicable fees including licensing and vaccination fees of an impounded animal which has not been inoculated and licensed, as appropriate. The SHELTER shall set, in its sole discretion, all fees, if any, it charges to the public for an animal adoption.

Contract No. \_\_\_\_\_ **4 ARTICLE FOUR-COLLECTION OF FEES 4**

**4.1 Enforcing Agency.** CITY herein designates SHELTER and SHELTER herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this Agreement. Specifically SHELTER agrees that it will act on CITY's behalf by charging, collecting and/or accounting for those fees it receives pursuant to City Ordinance, including licensing fees, impoundment fees and boarding fees.

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**4.2 Disposition of Funds.** Any CITY licensing fees collected or received by SHELTER shall be accounted for separately and shall be used to offset the Annual Payment and the Contract Rate relating thereto as may be required in this Agreement. Any monies paid in owner-returned cases to the SHELTER for impoundment during the Redemption Period will be accounted for separately but will not be used to offset the calculation of the Annual Payment and Contract Rate relating thereto.

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**ARTICLE FIVE- COST OF SERVICES AND FEES**

**5.1 Cost.** For the first CITY fiscal year this Agreement is in effect, the CITY agrees to pay and the SHELTER agrees to accept as compensation for the services it renders an Annual Payment of ~~\$169,543,005,000~~ which is based upon a Contract Rate of \$95.77 per animal. The Annual Payment shall be adjusted annually as set forth below for each year this Agreement is in effect for services to be performed hereunder. Should the CITY determine that the SHELTER has entered into any subsequent agreement with another public entity during the term of this Agreement which provides for terms and conditions more favorable than those contained in this Agreement, including a rate per animal charge that is less than the Contract Rate, then this Agreement shall be deemed to be modified to provide CITY with those more favorable terms and conditions. SHELTER shall notify CITY promptly of the existence of such contract with a public entity and CITY shall have the right to receive the more favorable terms and

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conditions immediately. If requested in writing by the CITY, SHELTER shall amend this Agreement to contain the more favorable terms and conditions.

5.2 **Billing.** The SHELTER agrees to bill the CITY the Annual Payment at the beginning of its fiscal year, October in twelve equal monthly installments. CITY agrees to pay such bill pursuant to the Texas Prompt Payment Act.

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5.3 **Annual adjustment.** By May-September 31st of each year this Agreement is in effect, both parties agree to meet to determine the Annual Payment and the Contract Rate relating thereto for the upcoming CITY fiscal year. Such amount shall be calculated by taking into consideration the reasonably anticipated annual costs for the SHELTER to perform its services hereunder at the Facility credited or offset by the reasonably anticipated annual amount of licensing fees the SHELTER expects to receive on behalf of the CITY. In determining the reasonably anticipated Contract No. \_\_\_\_\_ 5 annual costs for the SHELTER to perform its services hereunder, the actual total costs of such services to the proportionate number of animals the SHELTER processes on behalf of the CITY shall be taken into consideration. The CITY agrees to adopt by resolution the new mutually agreed upon Annual Payment and the Contract Rate relating thereto for each year this Agreement is in effect. In addition to the Annual Payment and the Contract Rate relating thereto, there may be such additional charges assessed CITY for services performed by SHELTER hereunder and as may from time to time be mutually agreed upon in writing.

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5.4 **Livestock, Birds and Fowl.** The CITY agrees that the responsibility for seizing, securing, housing and disposing of livestock belongs to the sheriff's department of Brazos-Wilson County, Texas. In the event, for any reason, the CITY delivers livestock to the SHELTER which was seized in its jurisdiction by the duly appointed agents of the CITY, the SHELTER shall be paid for actual expenses it incurs to feed, house, transport and dispose of such livestock in addition to any other amounts under this Agreement. In the event, for any reason, the CITY delivers birds or fowl to the SHELTER which was seized in its jurisdiction by the duly appointed agents of the CITY, the SHELTER shall be paid for actual expenses it incurs to feed, house, transport and dispose of such birds and fowl in addition to any other amounts under this Agreement. SHELTER agrees to abide by all applicable law in processing livestock, birds and fowl hereunder.

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5.5 **Report.** (a) The SHELTER agrees to provide to the CITY, on or before the 20th day following each month during the term of this Agreement, a report setting forth the following information for each animal delivered by the CITY to the Facility: (i) date delivered to the SHELTER; (ii) source of delivery (name of animal control officer); (iii) type of animal (cat, dog or other); (iv) duration of stay at the SHELTER for each animal delivered by the CITY; (v) reason for impoundment if not a stray; and (vi) total number of animals delivered to the SHELTER. (b) The SHELTER will also provide to the CITY a report of any livestock, birds and fowl delivered by the CITY to the Facility setting forth: (i) the date of delivery; (ii) the source of delivery (name of animal control officer); (iii) the reason for delivery; (iv) the type of livestock, bird or fowl; and (v) any expenses incurred to date. Contract No. \_\_\_\_\_ 6

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5.6 **Financial Records and Audit.** SHELTER agrees to conduct an audit on an annual basis using an outside agency to perform same, and agrees to provide CITY a copy of such audit as soon as it is available. The SHELTER's financial monthly reports will be provided to the City Manager-Administrator of the CITY on a monthly/quarterly basis. CITY reserves the right to conduct its own audit of the records of the SHELTER at any time it deems necessary for the limited purpose of verifying the Annual Payment

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~~and the Contract Rate relating thereto, the number of animals licensed, and the number and ratio of animals processed on behalf of the CITY compared to the total number of animals processed by the SHELTER, the length of stay of each such animal and the collection of fees for various services and items.~~

#### ARTICLE SIX- RABIES OBSERVATION

The SHELTER agrees to accept from the CITY animals for rabies observation. Such animals delivered for rabies observation shall be isolated for a period of not less than ten (10) days or, in the case of a wild, stray or owner surrendered animal, three (3) days if the SHELTER, in its sole discretion, decides to destroy the animal and send it to the Texas Department of State Health Services for rabies testing. The SHELTER shall be responsible for the processing, storage and delivery for testing of animal carcasses and diagnostic fees for suspected rabies animals. The SHELTER shall make available to the CITY, upon request, information about the disposition of any rabies suspected animal.

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#### ARTICLE SEVEN- LEGAL HOLDS

In the event an animal or livestock is being held by the SHELTER as a result of a cruelty seizure, criminal prosecution or other legal hold by the CITY, the CITY shall reimburse the SHELTER for any veterinarian invoices and medical bills incurred by the SHELTER until the Court awards the animal or livestock to the SHELTER, orders it destroyed or orders it returned to its owner. The CITY shall not be liable for these costs in the event the Court orders the animal or livestock owner to pay such costs and the same are paid within sixty (60) days of such order. ~~If the fees are not paid by the animal or livestock owner, after sixty (60) days the CITY shall be liable for those fees and shall remit the same upon invoice by the SHELTER. In such instance, the SHELTER confers upon the CITY all rights and remedies it may have by law or equity to recover such fees and costs from the owner.~~

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#### ARTICLE EIGHT- CITY REPRESENTATIONS AND OBLIGATIONS

The CITY represents to the SHELTER that the CITY Ordinance provides for the vaccination and **licensing of animals under appropriate circumstances**, impounding of animals running at large, and the regulation of the sale of animals, and that while this Agreement is in effect, such CITY Ordinance will be continued in force, provided, however, that such CITY Ordinance may be modified from time to time as the CITY deems appropriate. ~~Contract No. \_\_\_\_\_~~

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#### ARTICLE NINE- SHELTER REPRESENTATIONS AND OBLIGATIONS

9.1 **Hours of Operation.** The SHELTER will keep its Facility open to the public for not less than three (3) hours per day on weekdays, and not less than three (3) hours on Saturday (except holidays), for the purpose of giving owners ample opportunity to redeem their impounded animals.

9.2 **Nondiscrimination.** The SHELTER covenants and agrees that, in connection with the performance of the Agreement, it will not discriminate against any individual with respect to adoption of animals, compensation, terms or privileges of employment by reason of such individual's race, color, religion,

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gender, national origin or handicap, except as exempted by bona fide occupational qualification and bona fide criteria for adoption.

9.3 **Use of CITY funds.** SHELTER agrees that any monies it collects on behalf of CITY pursuant to the terms of this Agreement shall be handled in accordance with applicable law, including Sections 826.031 and 836.033 Texas Health and Safety Code.

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#### ARTICLE TEN - INSURANCE

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SHELTER shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability in the following amounts:

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10.1(a) Workers Compensation insurance shall be at statutory limits, including employers liability coverage at minimum limits of \$500,000.00 each accident.

10.1(b) The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence.

10.1(c) Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than \$1,000,000.00 on all self-propelled vehicles used in connection with the SHELTER operation, whether owned, non-owned or hired.

~~All insurance policies shall be subject to the examination and approval of CITY, as to the adequacy of form, content, form of protection, and insurance company.~~ The SHELTER shall furnish to CITY's Risk Manager, for the City of La Vernia's files, certificates or copies of the policies, plainly and clearly evidencing such insurance prior to commencing any activities set forth in this Agreement, and thereafter, new certificates or policies prior to the expiration date of any prior certificate or policy throughout the term of this Agreement. ~~Contract No. \_\_\_\_\_~~ 8

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#### ARTICLE ELEVEN- INDEMNIFICATION

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11.1 **Indemnification by SHELTER.** The SHELTER agrees to indemnify and hold harmless the CITY against all claims, damages or causes of action which might arise as a result of acts, omissions or negligence of SHELTER, its employees or its agents arising out of SHELTER's obligations under this Agreement.

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~~11.2 Indemnification by CITY.~~ The CITY agrees, to the extent allowed by law, to indemnify and hold harmless the SHELTER from any and all claims, damages, or causes of action which arise as a result of acts, omissions or negligence of the CITY, its employees or its agents arising of the CITY's obligations under this Agreement.

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#### ARTICLE TWELVE-CONDITION PRECEDENT

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It is a condition precedent that the terms and conditions of this Agreement shall not go into effect until ~~the Facility is open for services to be performed hereunder by SHELTER and in any event no later than July 1, 2011~~ October 1, 2021.

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**ARTICLE THIRTEEN - CONTRACT TERM**

This Agreement shall be for a term of ~~Ten-Five (105)~~ years commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed for ~~one-two~~ additional Five (5) year term unless one party gives the other at least one hundred eighty (180) days advance written notice. Either party may cancel this Agreement at any time upon one hundred eighty (180) days written notice to the non-cancelling party. In the event of termination, the CITY shall ~~consider the fees forfeited for the balance of the Fiscal Year pay these fees that accrue to the termination date and be refunded any credits that may accrue to the termination date.~~

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**ARTICLE FOURTEEN - DEFAULT**

14.1 **SHELTER Default.** If SHELTER fails in any material term or condition of this Agreement, including failing to obtain or comply with applicable state law requirements for performing services hereunder, SHELTER shall be in default of this Agreement. Whenever CITY determines it's feasible, CITY will give SHELTER a reasonable amount of time to correct the default upon written notice as to the nature of the default and the reasonable time period within which to cure same.

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If SHELTER is unable to timely cure a default, then CITY shall be excused from performing any further obligations under this Agreement. If SHELTER is in default, SHELTER may only terminate this Agreement without further liability to CITY.

14.2 **CITY Default.** If CITY fails in any material term or condition of this Agreement and ~~Contract No. \_\_\_\_\_~~ SHELTER is not in default, SHELTER, as its option, may terminate this Agreement, and SHELTER may thereafter pursue its remedies available at law. In no event shall CITY be liable to SHELTER for any consequential damages as a result of its breach.

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In the event the CITY fails to remit to the SHELTER the Contract Rate or any additional fees and expenses due hereunder, the CITY shall be in default. Any past due payment of fees and expenses shall bear interest in accordance with Texas Government Code, Chapter 2251. The SHELTER may, in its sole discretion, terminate this agreement for non-payment of fees if the CITY has not cured its default after sixty (60) days written notice.

**ARTICLE FIFTEEN- NOTICE.**

Any notice sent under this Agreement except as may be otherwise expressly required in this Agreement shall be written and mailed by certified receipt requested, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following:

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To the SHELTER:

~~Brazos Animal Shelter Willson County No Kill Shelter, Inc.~~  
Attn: President  
~~5359 Leonard Rd. 1059 County Rd 301~~  
~~Floresville, Texas 78114~~  
~~Bryan, Tx~~

Telephone: 830-333-3888979/775-5755  
Facsimile: 979/822-0411  
Email: spotwilson2015@gmail.com

To CITY:  
City of La Vernia  
Attn: Chief of Police  
12 E Chihuahua, PO Box 225  
La Vernia Texas 78121  
830-779-4541  
\*830)253-1198

2611 Texas Avenue South La Vernia, Tx 77840 Telephone: 979/764-3605 Facsimile: 979/764-3468 Email:

Each party may change its address by written notice to the other party in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or confirmed, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the other party, as the case may be.

Contract No. \_\_\_\_\_ **10 ARTICLE SIXTEEN-MEDIATION**

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Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the parties to this Agreement, their officers, agents or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of litigation or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. Both parties to the mediation agree to share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by both parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law.

**ARTICLE SEVENTEEN - MISCELLANEOUS**

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17.1 Assignment. This Agreement is not assignable by either party without the written consent of the other.

17.2 Governing Law and Venue. The law of the State of Texas shall govern the validity, interpretation and performance of this Agreement, and this Agreement shall be considered performed in Brazos County.

17.3 Entirety. This Agreement is the entire agreement concerning the terms and conditions under which the services defined herein will be performed.



17.4 Prior Matters. All prior agreements, negotiations, representations, understandings, and partial agreements concerning this Agreement's subject matter are superseded by and merged with this Agreement.

17.5 Amendment. Except as may be expressly set forth elsewhere in this Agreement, no attempted amendment, modification, waiver, or release of this Agreement's obligations shall be binding unless a writing exists that (a) identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is duly approved by each party and executed by each party's authorized representative.

17.6 Severability of Provisions. If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed nonbinding while all other parts of this Agreement shall remain binding. ~~Contract No. \_\_\_\_\_ 11~~

17.7 Headings. The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

17.8 Counterparts Permitted. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes.

ATTEST: \_\_\_\_\_ LA VERNIA, TEXAS

\_\_\_\_\_  
~~By:~~ City Secretary \_\_\_\_\_ Mayor

APPROVED AS TO FORM \_\_\_\_\_ WILSON COUNTY NO KILL SHELTER

\_\_\_\_\_  
~~BRAZOS ANIMAL SHELTER, INC.~~ By: City Attorney \_\_\_\_\_ President of Boa

**ORDINANCE NO. 081221-01**

**AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING ZONING CODE CHAPTER 38 AND THE CITY'S OFFICIAL ZONING MAP PROVIDING FOR THE CHANGE OF ZONING DISTRICT CLASSIFICATION FROM PRESENT CLASSIFICATION OF RESIDENTIAL AGRICULTURE (RA) TO COMMERCIAL RETAIL DISTRICT (C-1) 403 SEGUIN ST., C & C CROSSING, LOT 4, LA VERNIA, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 211 of the Vernon's Local Government Code empowers a city to enact zoning regulations and provide for their administration, enforcement and amendment; and

**WHEREAS**, the City has previously deemed it necessary and desirable to adopt zoning regulations to provide for the orderly development of property within the City in order to promote the public health, safety, morals and general welfare of the residents of the City, and

**WHEREAS**, Chapter 38 of the City of La Vernia Code of Ordinances which constitutes the City's zoning code requires property to be zoned in accordance with proper designations as defined by this ordinance; and

**WHEREAS**, application has been filed with the City of La Vernia Planning and Zoning Commission to re-zone properties as more particularly described herein ("Property"); and

**WHEREAS**, the Property has been zoned as Commercial Retail District; and

**WHEREAS**, the Planning and Zoning Commission of the City of La Vernia provided adequate notice and held a public hearing in accordance with Chapter 38 Zoning and has considered the application for the re-zoning of properties specified herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of La Vernia has recommended approval of the application for the re-zoning of the designated property to Commercial Retail District (C-1) and has confirmed that the re-zoning is uniform and conforms to the plan and design of the City of La Vernia's Zoning code; and

**WHEREAS**, the City Council of the City of La Vernia has also held a public hearing regarding the re-zoning on affected properties and has issued adequate notice to all the affected parties; and

**WHEREAS**, the City Council of the City of La Vernia believes the re-zoning of affected properties will not adversely affect the character of the area of the neighborhood in which it is proposed to locate; will not substantially depreciate the value of adjacent or nearby properties; will be in keeping with the spirit and intent of the City's Zoning code; will comply with applicable standards of the district in which located; and will not adversely affect traffic, public health, public utilities, public safety and the general welfare of the residents of the City of La Vernia;

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

**SECTION 1.** That Chapter 38 and the City's Zoning Map of the City of La Vernia, Texas are hereby amended as follows:

Change of Zoning District Classification from present classification of Residential Agriculture (RA) to Commercial Retail District (C-1) 403 Seguin St., C & C Crossing, Lot 4, La Vernia, Texas 78121.

**SECTION 2.** The caption of this ordinance shall be published one (1) time in a newspaper having general circulation in the City of La Vernia, Texas.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS,  
ON THIS 12<sup>th</sup> DAY OF AUGUST, 2021.**

\_\_\_\_\_  
Robert Gregory, Mayor  
City of La Vernia

**ATTEST:**

\_\_\_\_\_  
Brittani Porter, City Secretary  
City of La Vernia

**APPROVED AS TO FORM:**

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

## FY 2021 Tax Rate

Old Term	New Term	w Sales Tax	w/o Sales Tax
2020 Adopted Tax Rate		0.1889	
2021 Effective Tax Rate	No New Revenue Tax Rate (NNR)	0.1607	0.317100
2021 Rollback Rate	Voter-Approval Tax Rate	0.1655	0.326572

Average Home		2021 to 2020	NNT to Proposed
		\$237,179.00	
Current Tax Rate		\$ 448.03	
NNT		\$ 381.15	\$ (66.88)
Proposed (2.987% increase)		\$ 392.53	\$ (55.50) \$ 11.38

Taxable Value	\$	145,724,911.00
New Property	\$	5,721,830.00
Total	\$	151,446,741.00

NNT	\$	243,374.91
Proposed	\$	250,644.36
Difference	\$	7,269.44

Taxable Value 145,724,911.00 /100

1,457,249.11

FY2020-21

Tax Rate 0.188900

FY2021-22

Proposed Tax Rate 0.165500

Effective Tax Rate  
 0.160700 O&M  
 0.000000 Debt  
 0.160700 Total

Tax Rate 0.188900

0.165500

Operating and Maintenance

Proposed Tax

Difference % Change  
 from Current from Current (

New Property Evaluation  
 5,721,830 per 100

New Overall Total

Current Tax Rate	Total	General Fund	Difference	Tax Rate	Tax Rate	New GF Total	New Overall Total
No New Tax	0.188900	275,274.36		0.188900	100.000%	57,218.30	286,082.89
2.00%	0.160700	234,179.93	234,179.93	-0.028200	-14.929%	9,194.98	243,374.91
2.987%	0.163914	238,863.53	238,863.53	-0.024986	-13.227%	9,378.88	248,242.41
3.00%	0.165500	241,174.89	241,174.89	-0.023400	-12.387%	9,469.63	250,644.52
3.50%	0.165519	241,202.42	241,202.42	-0.023381	-12.377%	9,470.72	250,673.13
4.50%	0.166325	242,376.23	242,376.23	-0.022576	-11.951%	9,516.81	251,893.03
5.00%	0.167932	244,718.03	244,718.03	-0.020969	-11.100%	9,608.75	254,326.78
5.50%	0.168735	245,888.93	245,888.93	-0.020165	-10.675%	9,654.73	255,543.66
6.00%	0.169539	247,059.83	247,059.83	-0.019362	-10.250%	9,700.70	256,760.53
Rollback Rate	0.170342	248,230.73	248,230.73	-0.018558	-9.824%	9,746.68	257,977.41
Debt Service	0.185100	269,736.81	269,736.81	-0.003800	-2.012%	10,591.11	280,327.92

Funds Required  
 Proposed Debt Service Tax Rate  
 Debt Service Tax Rate

Current Debt Service Tax Rate  
 Difference Tax Rate  
 % Change from Current Debt Tax Rate

Total Tax Rate

Diff from Current % Diff from

Current Tax Rate	M&O	Debt	Total Tax Rate	Tax Rate	% Diff from Current Tax Rate
2.00%	0.182600	0.000000	0.182600	0	0.000%
2.99%	0.160700	0.000000	0.160700	-0.028200	-14.929%
3.50%	0.163914	0.000000	0.163914	-0.024986	-13.227%
4.50%	0.165500	0.000000	0.165500	-0.023400	-12.387%
5.00%	0.166325	0.000000	0.166325	-0.022576	-11.951%
5.50%	0.167932	0.000000	0.167932	-0.020969	-11.100%
6.00%	0.168735	0.000000	0.168735	-0.020165	-10.675%
Rollback Rate	0.169539	0.000000	0.169539	-0.019362	-10.250%
	0.170342	0.000000	0.170342	-0.018558	-9.824%
	0.185100	0.000000	0.185099	-0.003801	-2.012%

Prior Year	Average Home	Difference
NNT	0.188900	\$ 448.03
Recommended	0.160700	\$ 381.15
NNT/Recom	0.165500	\$ 392.53
PY/Recom		\$ 11.38
		\$ (55.50)