



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

December 09, 2021
6:30 PM

Please join using this link:

<https://v.ringcentral.com/join/895613580>

Meeting ID: 895613580

Or dial:

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

Access Code / Meeting ID: 895613580

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

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

5. Discussion/Action

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

- B. Discuss and consider approval of appointing a Trustee to the FELPS Board
- C. Discuss and consider approval of the resignation of Chairman, Gordon Bake from the Planning and Zoning Commission.
- D. Discuss and consider action on the direction of Park Grant (review of preliminary plans).
- E. Discuss and consider approval of extending bank contract with Wells Fargo for one year.
- F. Discuss and consider approval of going out for City Depository Requests for Proposals (RFP).
- G. Discuss and consider approval of K-9 Unit Program.
- H. Discuss and consider approval of award to replace roof on City Hall, authorizing the City Administrator to execute contract with successful bidder
- I. Discuss and consider action on updating Ordinance No. 23 – Creation of Planning and Zoning Commission to possibly include business owners within the City Limits.

6. Ordinance

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

7. Items Specific to Future Line Items on the Agenda

8. Adjourn

DECORUM REQUIRED

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

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

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

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **December 6, 2021 at 4:30 P.M.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Brittani Porter, City Secretary



City of La Vernia
102 E. Chihuahua St.
La Vernia, Texas 78121
Joint City Council & Planning and Zoning Meeting

IN PERSON & VIDEO CONFERENCE

November 18, 2021
5:45 PM

Minutes

1. Call to Order – Mayor Gregory called the City Council meeting to order at 5:46 PM and declared a quorum. Members absent: Mayor Pro-Tem Poore.

(PZ) Chairman Gordon Bake called the Planning and Zoning meeting to order at 5:47 PM and declared a quorum. Members absent: Commissioner Tanneberger.

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

3. Public Hearing

- A. Public hearing to receive public comments regarding the re-zone of the four (4) properties listed below from present classification to C-2 General Commercial - all properties below are contiguous and requested by the same property owner:
- a. .507 acres more or less, out of the Francisco Herrera Survey No.6, Abstract No. 15, City of La Vernia, La Vernia, Texas 78121; (RA)
 - b. 1.51 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14138 US Hwy 87 W, Lot 102A, City of La Vernia, La Vernia, Texas 78121; (C-1)
 - c. 1.26 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14114 US Hwy 87 W, Lot 102B, City of La Vernia, La Vernia, Texas 78121; (C-1)
 - d. .66 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14086 US Hwy 87 W, Lot 103, City of La Vernia, La Vernia, Texas 78121 (C-1)

Public hearing was opened at 5:47 PM. Melissa Schulze, Texan representative and their Engineers were present for any questions. Mr. and Mrs. Hughes stated no question they were against this request. He expressed concerned over the pollution that The Texan fuel station would put off to include the run off. Additional concerns were the Livestock on the property that drinks from a single pond and the potential of the run off from the fueling station going on to their property and potentially the pond. He stated they dealt with trash from HEB but they were good about picking it up. Concerns over the lights and noise as they sit higher than HEB was another concern. He stated the picture on the television was nice but if you drive around, they aren't that nice after a few years. Noise pollution, traffic pollution and house of operation to include the mobile home park next door. He stated they are happy people. With four gas stations within a couple miles and one being ran out already, there will be bad properties. He stated other gas stations have had leaks within the city, and once they leak there is nothing you can do about it – livestock gets sick. He stated it doesn't fit and it is not good for the city. Mrs. Vega, owner of the mobile home park, expressed her concerns for

her tenants that would be within a few distance of the gas station that would include, the environment, potential health hazard, lights and noise, traffic and not knowing the hours of operation of the store upon completion but as well as the construction. Mr. Hughes said they are right on top of this, and will be dealing with this every day of the week. Mrs. Vega expressed her concerns for the church across the street, its not a safe business with a church across the street. She stated the Mini-Mart went out of business, why not revamp that store. Mrs. Hughes stated that she had a bad experience with fuel in her car from a tank crashing. When the surface is washed, where does that run off go? Mr. Hughes stated they already get run-off. If oil and gas are a part of the run-off, where is it going to go with livestock and horses on their property. Mrs. Hughes asked is there not some legal or state distance that they are bound to for putting a gas station next to neighbors? Mrs. Hughes stated it was the city's job to protect the community and citizens of the town.

- B. Public hearing to receive public comments regarding the re-zone of 15010 US Hwy 87 W, City of La Vernia, Lot 101B, 48.563 acres more or less from present classification C-2 General Commercial, to C-1 Commercial Retail.**

Public hearing was opened up at 5:58 PM.

Mr. Ramzinski spoke in regards to the concerns of flooding with the potential of the housing development. Mayor Gregory advised the plans would go through City Engineer. He advised that when property owners change, they have to do a full hydrology study, detention ponds within the landscape and such. He stated to keep in mind that when property changes ownership it is the responsibility of the new owner for anything detrimental to neighboring properties – that's the plight of development. He was advised that he received notification because of the rezone however he would need to keep an eye out for agendas posted on portals. He was advised citizens have the opportunity to speak for 3 minutes and he can join in on workshops and meetings as they are open to the public.

Public hearing was closed at 6:02 PM.

- C. Public hearing to receive public comments regarding the re-zone of 100 Micah Pt. Rd., Lot 2L, Sec 2, 0.276 acres, from present classification R-2 General Residence to C-1 Commercial Retail.**

Public hearing was opened at 6:04 PM and with no comments it was closed at 6:05 PM.

MOTION: Commissioner Hennette made a motion to approve the present classification from R-2 to C-2, seconded by Commissioner Robles. **Motion passed: 3-0.**

- D. Discuss and consider action on updating Section 38-406 (d) temporary classroom of the La Vernia Code of Ordinances.**

(PZ) Motion: Commissioner Jacobs made a motion to approve updating Section 38-406 (d) temporary classroom of the La Vernia Code of Ordinances, seconded by Commissioner Hennette. **Motion passed: 4-0.**

(CC) MOTION: Councilwoman Recker made a motion to approve updating Section 38-406 (d) temporary classroom of the La Vernia Code of Ordinances, seconded by Councilwoman Hutchinson. Motion passed: 4-0.

4. Adjourn (City Council Only) – Councilwoman Recker made a motion to adjourn the meeting, seconded by Councilwoman Hutchinson. Meeting was adjourned at 6:15 PM and all Councilmembers were in favor.

5. Discussion/Action

A. Discuss and consider recommendation to City Council on the rezone of :

- a. .507 acres more or less, out of the Francisco Herrera Survey No.6, Abstract No. 15, City of La Vernia, La Vernia, Texas 78121; (RA)
- b. 1.51 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14138 US Hwy 87 W, Lot 102A, City of La Vernia, La Vernia, Texas 78121; (C-1)
- c. 1.26 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14114 US Hwy 87 W, Lot 102B, City of La Vernia, La Vernia, Texas 78121; (C-1)
- d. .66 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14086 US Hwy 87 W, Lot 103, City of La Vernia, La Vernia, Texas 78121 (C-1)

MOTION: Commissioner Jacobs made a motion to table the recommendation to City Council, seconded by Commissioner Hennette. Motion passed: 4-0.

B. Discuss and consider recommendation to City on the rezone of 15010 US Hwy 87

Dustin Skogman, representative with Lennar, stated the reason for request for the re-zone was because the current zoning, C-2, restricts the lot size and would like to rezone to C-1 at 5,000 sq. ft to add more homes. He stated they would like to be in the low \$200k to gear more towards teachers, LEO and fireman. Looking at approximately 50 extra lots with the rezone to C-1 which would total approx. 194 homes with the request. Commissioner Jacobs stated that he did not believe it was a good idea for the community, price point would affect neighboring properties and communities and subdivisions. Commissioner Hennette stated she understands that the price point would hit the teacher, fire, LEO community however it's a double edge sword. Commissioner Jacobs stated that keeping it C-2 to keep it relatively similar to what we currently have within the city. City Administrator stated you can not build residential in C-2. Councilman Gilbert mentioned that they could rezone to R-1. Mr. Skogman stated they did a 5-mile radius study of La Vernia to see the price point and it was a \$400k however the price point for teachers, fireman and City employees is not \$400k. He stated they are just trying to keep it a good price point for the city and help the city grow; San Antonio is coming this way.

MOTION: Commissioner Jacobs made a recommendation to deny the request, seconded by Commissioner Robles.

MOTION AMENDED: Commissioner Jacobs made a recommendation to deny the request and recommend to re-zone to R-1, seconded by Commissioner Hennette. Motion passed: 4-0.

6. Items Specific to Future Line Items on the Agenda

7. **Adjourn** – Commissioner Hennette made a motion to adjourn the meeting, seconded by Commissioner Jacobs. Meeting was adjourned at 6:50 PM and all members were in favor.

Robert Gregory, Mayor

Brittani Porter, City Secretary



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

SPECIAL CITY COUNCIL MEETING
IN PERSON & VIDEO CONFERENCE

November 18, 2021
6:30 PM

MINUTES

1. Call to Order -Mayor Gregory called the meeting to order at 6: 50 PM and declared a quorum. Mayor Pro-Tem Poore was absent.

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 Special City Council Meeting, October 21, 2021
- B. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of October
- C. Check Register and financial report for the month of October

MOTION: Councilwoman Recker made a motion to approve the consent agenda as presented, seconded by Councilman Oates. **Motion passed: 4-0.**

4. Discussion/Action

- A. **Discuss and consider approval of appointing Gary Gilbert to the La Vernia Municipal Development Board of Directors.**

MOTION: Councilwoman Recker made a motion to approve the appointment Gary Gilbert to the La Vernia Municipal Development Board of Directors, seconded by Councilwoman Hutchinson. **Motion passed: 4-0.**

- B. **Discuss and consider approval of starting a Police K-9 Unit program.**

Packets were passed out prepared by Officer Hutchinson, and all members requested to move this item to the December meeting to allow time to review of packet.

- C. **Discuss and consider action on the project list for the American Rescue Plan funds.**

MOTION: Councilman Oates made a motion to approve the project list for the American Rescue Plan funds, seconded by Councilwoman Hutchinson. **Motion passed: 4-0.**

D. Discuss and consider action on the proposal presented by ServPro for the allergens/sediment within City Hall.

MOTION: Councilman Oates made a motion to approve proposal from ServPro for the allergens/sediment within City Hall, seconded by Councilwoman Recker.

MOTION AMENDED: Councilman Oates made a motion to approve proposal from ServPro for the allergens/sediments within City Hall, but first get roof inspected and bids, seconded by Councilwoman Recker. **Motion passed: 4-0.**

5. Ordinance

A. Discuss and consider approval of Ordinance No. 111821-01 to change zoning district classification request from present classifications to C-2 General Commercial for the following: (request is four (4) properties all owned by the same property owner)

- i. .507 acres more or less, out of the Francisco Herrera Survey No.6, Abstract No. 15, City of La Vernia, La Vernia, Texas 78121; (RA)
- ii. 1.51 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14138 US Hwy 87 W, Lot 102A, City of La Vernia, La Vernia, Texas 78121; (C1)
- iii. 1.26 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14114 US Hwy 87 W, Lot 102B, City of La Vernia, La Vernia, Texas 78121; (C1)
- iv. .66 acres more or less, out of the Francisco Herrera Survey No. 6, Abstract No. 15, 14086 US Hwy 87 W, Lot 103, City of La Vernia, La Vernia, Texas 78121 ; (C1)

MOTION: Councilwoman Recker made a motion to approve Ordinance No111821-01 to change zoning district classification request from present classification to C-2 General commercial for the properties listed, seconded by Councilman Oates. **Motion passed: 3-1 (Councilman Gilbert)**

B. Discuss and consider approval of Ordinance No. 111821-02 to change zoning district classification request from present classification C-2 General Commercial to C-1 Commercial Retail for 15010 US Hwy 87 W, City of La Vernia, Lot 101B, 48.563 acres more or less.

MOTION: Councilman Gilbert made a motion to accept the recommendation from Planning and Zoning, to come back with a request for R-1, seconded by Councilman Oates. **Motion passed: 4-0.**

C. Discuss and consider approval of Ordinance No. 111821-03 to change zoning district classification request from present classification R-2 General Resident to C-1 Commercial Retail for 100 Micah Pt. Rd., Micah Point, Lot 2L, Sec 2, 0.276 acres

MOTION: Councilman Gilbert made a motion to approve Ordinance No. 111821-03 to change zoning district classification request from present classification R-2 General Resident to C-1 Commercial Retail for 100 Micah Pt. Rd., Micah Point, Lot 2L, Sec 2, 0.276 acres, seconded by Councilwoman Recker. **Motion passed: 4-0**

- D. **Discuss and consider approval of Ordinance No. 111821-04 amending ordinance no. 122419-01 providing for an increase in solid waste collection and disposal fees for Residential household, Commercial and Industrial**

MOTION: Councilman Gilbert made a motion to approve Ordinance No. 111821-04 amending ordinance no. 122419-01 providing for an increase in solid waste collection and disposal fees for Residential household, Commercial and Industrial, seconded by Councilwoman Hutchinson. **Motion passed: 4-0.**

6. Items Specific to Future Line Items on the Agenda

- **Representative for FELPS La Vernia Advisory Trustee Board**

7. Adjourn – Councilwoman Hutchinson made a motion to adjourn the meeting, seconded by Councilman Oates. Meeting was adjourned at 7:27 PM and all members were in favor.

Robert Gregory, Mayor

Brittani Porter, City Secretary

La Vernia Police Department
Enforcement Statistics
November 2021

Case Type

Criminal Complaints	15
Incident	57

Total 72

CRIMINAL COMPLAINT - Offense Code

WARRANT ARREST	2
UNAUTH USE MOTOR VEHICLE	2
POSS CS	1
MAN DEL CS	2
EVADING	1
POSS DRUG PARA	1
CRIMINAL MISCHIEF	1
BURG VEHICLE	1
ASSAULT	1
THEFT	1
CRIMINAL TRESPASS	1
BOND VIOLATION	1

Total 15

INCIDENT - Offense Code

ACCIDENT INVOLVING DAMAGE TO V	12
INFO	10
ALARM	8
DISTURBANCE	2
RECOVERED STOLEN VEHICLE	2
SUSPICIOUS PERSON/ACTIVITY	3
FOUND PROPERTY	2
CIVIL MATTER	3
ASSIST OTHER AGENCY	7
FUNERAL ESCORT	4
CRIMINAL TRESPASS WARN	1
MISSING PERSON	1
ASSIST PUBLIC	2

Total 57

Citations

VIOLATIONS	46
WARNINGS	32

Total 78



Bruce Ritchey
Chief of Police

Wilson County Appraisal District

1611 RAILROAD STREET FLORESVILLE, TX 78114
TEL: 830-393-3065 FAX: 830-393-7755

Board Of Directors

Robert Gregory, Chairman
David Deason, Vice-Chairman
Jim Yanta, Secretary
Kenneth Castro
James Rethaber
Dawn Barnett, Tax Assessor-Collector

Chief Appraiser

Jennifer A. Coldewey, RPA, RTA, CCA, CTA

November 10, 2021

TO: All voting taxing entities in the Wilson County Central Appraisal District

SUBJECT: Appointment of Board of Directors for the years 2022 & 2023

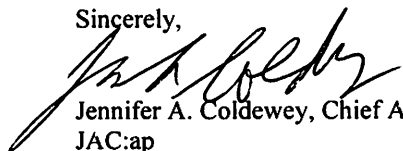
Pursuant to resolutions passed around the time the Tax Code became effective, members of the Board of Directors of the Central Appraisal District of Wilson County; are appointed by Wilson County, and by the joint vote of the major cities and school districts. The County appoints one director, and each paired city and school appoints one director. The following chart reflects the current board members, and entities which appointed them:

<u>DISTRICT</u>	<u>NO. OF MEMBERS</u>	<u>CURRENT MEMBER</u>
COUNTY-AT-LARGE	ONE DIRECTOR	KENNETH CASTRO
CITY OF FLORESVILLE FLORESVILLE ISD	ONE DIRECTOR	JAMES RETHABER
CITY OF LA VERNIA LA VERNIA ISD	ONE DIRECTOR	ROBERT GREGORY
CITY OF POTH POTH ISD	ONE DIRECTOR	JIM YANTA
CITY OF STOCKDALE STOCKDALE ISD	ONE DIRECTOR	DAVID DEASON

Additionally, as required by Section 6.03 of the Texas Property Tax Code; since the County Tax-Assessor is not appointed as a voting director, the County Tax-Assessor is a non-voting director of the Board of Directors. This became effective January 1, 1998.

In past years, the paired cities and school districts have been encouraged, to communicate with each other in determining the director they wish to appoint. For an appointment to be effective, each named entity should submit the resolution naming it's selected appointee to the Chief Appraiser, no later than December 10, 2021.

Sincerely,



Jennifer A. Coldewey, Chief Appraiser
JAC:ap



FLORESVILLE ELECTRIC LIGHT & POWER SYSTEM

September 3, 2021

City of La Vernia
Attn: Mayor
P O Box 225
La Vernia, TX 78121

Dear Mayor,

This letter is to serve as a reminder that the Floresville Electric Light & Power System's La Vernia Advisory Trustee representative's term of office on the Board of Trustees expires December 31, 2021.

Enclosed for reference are copies of three pages of the Agreement establishing Board Membership. The City Council of the City of La Vernia is to appoint the La Vernia Advisory Trustee representative to the Board. The term of office is four (4) years.

Sharon Tanneberger is the current representative and is not eligible to serve on the Board for another four year term.

Thank you for your cooperation in this matter and reply by the latter part of December as to who the Advisory Trustee will be for the new term.

Sincerely,

Marcy Jacobs
Chief Operating Officer

Enclosure: Agreement

P.O. BOX 218 | 1400 4TH ST.
FLORESVILLE, TX 78114

www.felps.us

T (830) 216-7000
F (830) 393-0362

bporter@lavernia-tx.gov

From: Gordon Bake <gordon.bake@gmail.com>
Sent: Monday, November 22, 2021 8:29 AM
To: Mayor Robert Gregory
Cc: Brittani Porter, City Secretary; Yvonne Griffin
Subject: resignation

Mayor Gregory,

Please accept this email as my official resignation from the LV Planning & Zoning Commission, effective immediately.

With your leadership the city is in good hands.

Sincerely,

Gordon Bake

Hillcrest Option

LEGEND

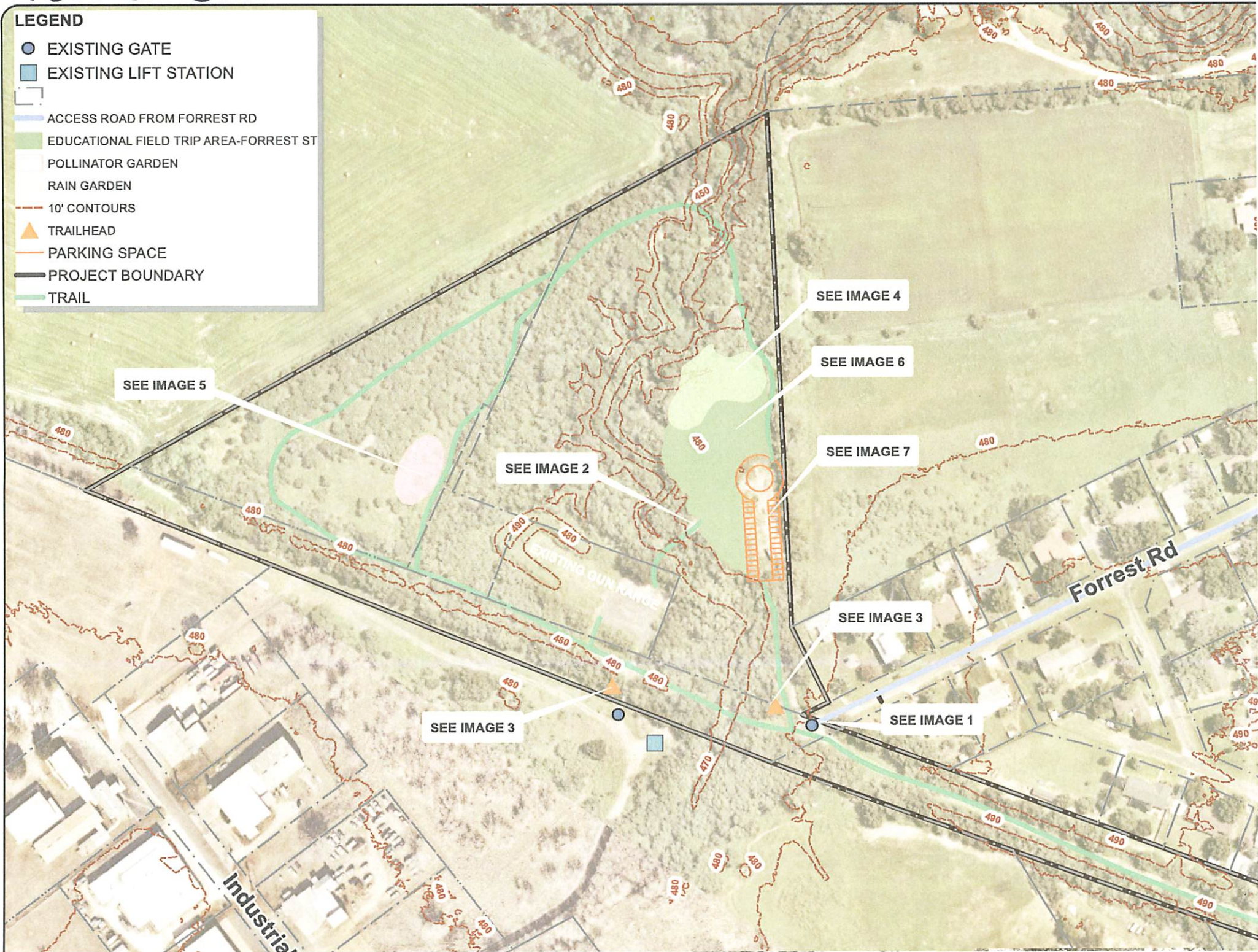
- NEW ACCESS ROAD
- EXISTING ROAD TO ACCESS ACCESS ROAD
- PARCEL DATA
- EDUCATIONAL FIELD TRIP AREA
- POLLINATOR GARDEN
- RAIN GARDEN
- 10' CONTOURS
- PARKING SPACE
- TRAIL
- PROJECT BOUNDARY
- TRAILHEAD



Forrest Option

LEGEND

- EXISTING GATE
- EXISTING LIFT STATION
-
- ACCESS ROAD FROM FORREST RD
- EDUCATIONAL FIELD TRIP AREA-FORREST ST
- POLLINATOR GARDEN
- RAIN GARDEN
- 10' CONTOURS
- ▲ TRAILHEAD
- PARKING SPACE
- PROJECT BOUNDARY
- TRAIL



La Vernia Nature Trail
Conceptual Level Estimate - November 19th 2021.

DEMOLITION SUMMARY:

Item	Description	Quantity	Unit	Unit Price	Total
1	EXISTING GATE (REMOVE)	2	LS	\$ 500.00	\$ 1,000.00
2	REMOVE EXISTING ASPHALT	1	LS	\$ 3,500.00	\$ 3,500.00
Total					\$ 4,500.00

City Admin recommends removing this line item

CIVIL WORK AT NATURE TRAIL MEADOW MAIN ENTRANCE

Item	Description	Quantity	Unit	Unit Price	Total
3	SLAB FOOTING, EXCAVATION	30	CY	\$ 30.00	\$ 900.00
4	SLAB FOOTING, SELECT FILL	10	CY	\$ 40.00	\$ 400.00
5	CONCRETE SLAB FOOTING	20	CY	\$ 700.00	\$ 14,000.00
6	STEEL FRAME	1	LS	\$ 7,200.00	\$ 7,200.00
Total					\$ 22,500.00

FOOT BRIDGE

Item	Description	Quantity	Unit	Unit Price	Total
7	PREFAB. PEDESTRIAN BRIGDE - DRILLED SHAFTS	360	LF	\$ 250.00	\$ 90,000.00
8	PREFAB. PEDESTRIAN BRIGDE CONSTRUCTION	1	LS	\$ 250,000.00	\$ 250,000.00
9	PREFAB. PEDESTRIAN BRIGDE - ABUTMENTS	1	EA	\$ 20,500.00	\$ 20,500.00
10	PREFAB. PEDESTRIAN BRIGDE - WINGWALL	1	EA	\$ 6,500.00	\$ 6,500.00
11	PREFAB. PEDESTRIAN BRIGDE - CORNER DETAILS & BACKWALL	1	EA	\$ 5,500.00	\$ 5,500.00
12	BENTS	1	EA	\$ 4,000.00	\$ 4,000.00
Total					\$ 376,500.00

RAIN GARDEN LANDSCAPE :

Item	Description	Quantity	Unit	Unit Price	Total
13	DEMO, EXCAVATION & REMOVAL OF EXCESS MATERIAL	1550	CY	\$ 32.00	\$ 49,600.00
14	GEOTEXTILE SEPARATOR FABRIC	13950	SF	\$ 1.00	\$ 13,950.00
15	DRAINAGE LAYER, 12" LIFT (#57 STONE)	520	CY	\$ 57.00	\$ 29,640.00
16	4" SOIL MEDIA BARRIER (2" WASHED SAND OVER 2" NO. 8 CHOKING STONE)	170	CY	\$ 57.00	\$ 9,690.00
17	SOIL MEDIA LAYER, 24" (85% WASHED COARSE SAND + 10% FINES + ORG)	520	CY	\$ 44.00	\$ 22,880.00
18	TRIPLE SHREDDED MULCH	170	CY	\$ 45.00	\$ 7,650.00
19	RESTORATION ALLOWANCE	1	LS	\$ 5,000.00	\$ 5,000.00
20	PLANTING	13950	SF	\$ 5.00	\$ 69,750.00
21	GRAVEL SPLASH PAD LANDSCAPE ROCK	170	CY	\$ 225.00	\$ 38,250.00
22	TEMPORARY IRRIGATION AT SEED AREAS -ALLOWANCE	13950	SF	\$ 0.50	\$ 6,975.00
23	PIPING, 6" PVC, INCLUDING FITTINGS	440	LF	\$ 20.00	\$ 8,800.00
Total					\$ 262,185.00

City Admin recommends removing this line item

POLLINATOR GARDEN LANDSCAPE :

Item	Description	Quantity	Unit	Unit Price	Total
24	DEMO, EXCAVATION & REMOVAL OF EXCESS MATERIAL	770	CY	\$ 32.00	\$ 24,640.00
25	GEOTEXTILE SEPARATOR FABRIC	6860	SF	\$ 1.00	\$ 6,860.00
26	DRAINAGE LAYER, 12" LIFT (#57 STONE)	260	CY	\$ 57.00	\$ 14,820.00
27	4" SOIL MEDIA BARRIER (2" WASHED SAND OVER 2" NO. 8 CHOKING STONE)	90	CY	\$ 57.00	\$ 5,130.00
28	SOIL MEDIA LAYER, 24" (85% WASHED COARSE SAND + 10% FINES + ORG)	260	CY	\$ 44.00	\$ 11,440.00
29	TRIPLE SHREDDED MULCH	90	CY	\$ 45.00	\$ 4,050.00
30	RESTORATION ALLOWANCE	1	LS	\$ 5,000.00	\$ 5,000.00
31	PLANTING	6860	SF	\$ 5.00	\$ 34,300.00
32	GRAVEL SPLASH PAD LANDSCAPE ROCK	90	CY	\$ 225.00	\$ 20,250.00
33	TEMPORARY IRRIGATION AT SEED AREAS -ALLOWANCE	6860	SF	\$ 0.50	\$ 3,430.00
34	PIPING, 6" PVC, INCLUDING FITTINGS	390	LF	\$ 20.00	\$ 7,800.00
Total					\$ 137,720.00

City Admin recommends removing this line item

EDUCATIONAL FIELD TRIP AREA LANDSCAPE AND CIVIL WORK

Item	Description	Quantity	Unit	Unit Price	Total
35	TEMPORARY IRRIGATION AT SEED AREAS -ALLOWANCE	35470	SF	\$ 0.50	\$ 17,735.00
36	VEGETATION RESTORATION	1	LS	\$ 35,000.00	\$ 35,000.00
37	CONCRETE CURB	750	LF	\$ 60.00	\$ 45,000.00
Total					\$ 97,735.00

City Admin recommends removing this line item

PERMEABLE PAVEMENT PARKING LOT

Item	Description	Quantity	Unit	Unit Price	Total
38	DEMO, EXCAVATION & REMOVAL OF EXCESS MATERIAL	660	CY	\$ 32.00	\$ 21,120.00
39	EMBANKMENT	590	CY	\$ 25.00	\$ 14,750.00
40	GEOTEXTILE SEPARATOR FABRIC	11770	SF	\$ 1.00	\$ 11,770.00
41	PIPING, 6" PVC, INCLUDING FITTINGS	600	LF	\$ 20.00	\$ 12,000.00
42	GRADED AGGREGATE (#57 STONE)	150	CY	\$ 57.00	\$ 8,550.00
43	PERMEABLE PAVERS	11770	SF	\$ 17.00	\$ 200,090.00
44	CONCRETE CURB	540	LF	\$ 60.00	\$ 32,400.00
Total					\$ 300,680.00

City Admin recommends removing this line item

NEW ACCESS ROAD

Item	Description	Quantity	Unit	Unit Price	Total
45	SITE CLEARING	0.5	ACRE	\$ 25,000.00	\$ 12,500.00
46	EXCAVATION	1440	CY	\$ 18.00	\$ 25,920.00
47	IMPORT FILL	1300	CY	\$ 30.00	\$ 39,000.00

This likely will not be covered by the grant

Financially, City Admin recommends going down Forrest

La Vernia Nature Trail						
48	EXPORT EXCAVATED SOIL	1440	CY	\$ 13.00	\$	18,720.00
49	GRADING AND COMPACTION	0.5	ACRE	\$ 6,000.00	\$	3,000.00
50	ASPHALT	19400	SF	\$ 2.00	\$	38,800.00
	Total				\$	137,940.00
TRAIL:						
Item	Description	Quantity	Unit	Unit Price		Total
51	SITE CLEARING	1.5	ACRE	\$ 25,000.00	\$	37,500.00
52	EXCAVATION TRAIL	6350	CY	\$ 18.00	\$	114,300.00
53	IMPORT FILL	6260	CY	\$ 30.00	\$	187,800.00
54	EXPORT EXCAVATED SOIL	6350	CY	\$ 13.00	\$	82,550.00
55	GRADING AND COMPACTION	1.4	ACRE	\$ 6,000.00	\$	8,400.00
56	12' WIDE GRAVEL BASE TRAIL	4590	LF	\$ 5.00	\$	22,950.00
	Total				\$	453,500.00
LANDSCAPE:						
Item	Description	Quantity	Unit	Unit Price		Total
57	VEGETATION RESTORATION	1	L.S.	\$ 35,000.00	\$	35,000.00
58	FINE GRADING	1	L.S.	\$ 5,000.00	\$	5,000.00
59	TREE REMOVAL (ALL)	50	EA	\$ 400.00	\$	20,000.00
60	TREE PROTECTION FENCE (INCLUDES TRUNK)	200	EA	\$ 250.00	\$	50,000.00
61	SOIL RETENTION BLANKET	1	LS	\$ 13,000.00	\$	13,000.00
	Total				\$	123,000.00
HEAD TRAIL						
Item	Description	Quantity	Unit	Unit Price		Total
62	WAYFINDING SIGNAGE	3	EA	\$ 800.00	\$	2,400.00
63	1/4 MILE MARKER SIGNAGE	3	EA	\$ 600.00	\$	1,800.00
64	MONUMENT SIGNAGE	3	EA	\$ 1,200.00	\$	3,600.00
65	PARK RULES SIGN	3	EA	\$ 800.00	\$	2,400.00
66	TRASH RECEPTACLES (PAIR)	3	EA	\$ 1,000.00	\$	3,000.00
67	STONE MAP PEDESTAL	3	EA	\$ 600.00	\$	1,800.00
	Total				\$	15,000.00
STORMWATER POLLUTION PREVENTION PLAN (SW3P):						
Item	Description	Quantity	Unit	Unit Price		Total
68	SWPPP - CONSTRUCTION ENTRANCE - ALLOWANCE	1	LS	\$ 50,000.00	\$	50,000.00
	Total				\$	50,000.00
	Construction Subtotal				\$	1,981,260
	Construction Mobilization, Insurance, Bonds and Permitting	1	LS	20%	\$	396,252
	Subtotal				\$	2,377,512
	Contingency	1	LS	30%	\$	713,254
	Subtotal				\$	3,090,766
	Engineering and PM costs	1	LS	15%	\$	463,615
	Total in 2021 Dollars				\$	3,554,380

Current total cost with NO Adjustments = \$ 3,554,380

\$ needed to create entry from Hillcrest = \$ 137,940.00, we could save this by going down Forrest

La Vernia Nature Trail						
Item	Description	Quantity	Unit	Unit Price	Total	
48	EXPORT EXCAVATED SOIL	1440	CY	\$ 13.00	\$ 18,720.00	
49	GRADING AND COMPACTION	0.5	ACRE	\$ 6,000.00	\$ 3,000.00	
50	ASPHALT	19400	SF	\$ 2.00	\$ 38,800.00	
Total					\$ 137,940.00	
TRAIL:						
Item	Description	Quantity	Unit	Unit Price	Total	
51	SITE CLEARING	1.5	ACRE	\$ 25,000.00	\$ 37,500.00	
52	EXCAVATION TRAIL	6350	CY	\$ 18.00	\$ 114,300.00	
53	IMPORT FILL	6260	CY	\$ 30.00	\$ 187,800.00	
54	EXPORT EXCAVATED SOIL	6350	CY	\$ 13.00	\$ 82,550.00	
55	GRADING AND COMPACTION	1.4	ACRE	\$ 6,000.00	\$ 8,400.00	
56	12' WIDE GRAVEL BASE TRAIL	4590	LF	\$ 5.00	\$ 22,950.00	
Total					\$ 453,500.00	
LANDSCAPE:						
Item	Description	Quantity	Unit	Unit Price	Total	
57	VEGETATION RESTORATION	1	L.S.	\$ 35,000.00	\$ 35,000.00	
58	FINE GRADING	1	L.S.	\$ 5,000.00	\$ 5,000.00	
59	TREE REMOVAL (ALL)	50	EA	\$ 400.00	\$ 20,000.00	
60	TREE PROTECTION FENCE (INCLUDES TRUNK)	200	EA	\$ 250.00	\$ 50,000.00	
61	SOIL RETENTION BLANKET	1	LS	\$ 13,000.00	\$ 13,000.00	
Total					\$ 123,000.00	
HEAD TRAIL						
Item	Description	Quantity	Unit	Unit Price	Total	
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65	PARK RULES SIGN	3	EA	\$ 800.00	\$ 2,400.00	
66	TRASH RECEPTACLES (PAIR)	3	EA	\$ 1,000.00	\$ 3,000.00	
67	STONE MAP PEDESTAL	3	EA	\$ 600.00	\$ 1,800.00	
Total					\$ 15,000.00	
STORMWATER POLLUTION PREVENTION PLAN (SW3P):						
Item	Description	Quantity	Unit	Unit Price	Total	
68	SWPPP - CONSTRUCTION ENTRANCE - ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00	
Total					\$ 50,000.00	
Construction Subtotal					\$ 1,981,260	
Construction Mobilization, Insurance, Bonds and Permitting Subtotal					\$ 396,252	
Subtotal					\$ 2,377,512	
Contingency					\$ 713,254	
Subtotal					\$ 3,090,766	
Engineering and PM costs					\$ 463,615	
Total in 2021 Dollars					\$ 3,554,380	

Current total cost with NO Adjustments = \$ 3,554,380

\$ needed to create entry from Hillcrest = \$ 137,940.00, we could save this by going down Forrest



Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

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Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services (“Master Agreement”) for City of La Ven. “You,” “your” or “yours” refers to the customer identified in the immediately preceding sentence. The terms “we,” “us,” or “our” refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled “**Changes to services**”):

“Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank’s pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services.”

2. The following text is added at the beginning of Section 4 (titled “**Term and termination**”) as a new first sentence:

“Subject to the termination provisions below, the initial term of this Agreement will commence on December 1, 2021 and expire on November 30, 2024 (“Initial Term End Date”), and this Agreement may be extended for not more than 2 additional one-year extension terms by your and our mutual consent.”

3. The text of Section 12 (titled “**Governing Law**”) is deleted in its entirety and replaced with the following:

“**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws (“Governing Law”).”

4. The text of Section 14 (titled “**Jurisdiction**”) is deleted in its entirety and replaced with the following:

“**Jurisdiction.** For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts.”

5. The following text is added to the end of the Master Agreement as a new Section 17:

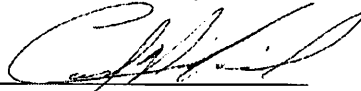
“**Anti-Boycott Statute Verifications.** To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (the “Anti-Boycott Statutes”) apply to this Agreement and subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Section 4607, we verify that:

- We do not, and will not during the term of this Agreement, boycott Israel;
- We do not, and will not during the term of this Agreement, boycott energy companies; and
- We do not, and will not during the term of this Agreement, have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association.

The foregoing verifications will not apply to the extent the Anti-Boycott Statutes do not apply to this Agreement. Terms used in this Section 17., including without limitation “boycott Israel”, “boycott energy companies” and “discriminate against a firearm entity or firearm trade association”, will have the meanings assigned thereto in the Anti-Boycott Statutes.”

WELLS FARGO BANK, N.A.

CITY OF LA VERNIA, TEXAS

By: 

By: _____

Name: Carl W Nicchio

Name: _____

Title: Vice President

Title: _____

Date: 11/24/2021

Date: _____

Attachment A¹
Pricing for Specified Treasury Management Services
See Attached

City of La Vernia

Treasury Management Profit Detail
 Profitability Results are based on current
 pricing and cost - effective November 2021

	Avg Std Price	Avg Unit Price	Unit Cost	Monthly Volume	Monthly Revenue	Price Discount	Monthly Cost	Variable PTPP	Element ID
ACH Origination									
ACH MONTHLY BASE		125.00000	8.00960	1	125	0.00%	(8)	117	ES280
ACH FUTURE DATED ITEM		0.20000	0.00283	172	34	0.00%	(0)	34	ES211
ACH TRANSMISSION SPECIAL		25.00000	0.21502	3	75	0.00%	(1)	74	ES802
Subtotal					234		(9)	225	
ACH Receive									
ACH RECEIVED ADDENDA		0.00000	0.00160	159	0	0.00%	(0)	(0)	ES349
ACH RECEIVED ITEM		0.20000	0.00339	83	17	0.00%	(0)	16	ES344
Subtotal					17		(1)	16	
Account Reconciliation									
CEO CHECK ISSUES-ITEM		0.30000	0.00008	61	18	0.00%	(0)	18	34337
ARP AGED ISSUE RECORDS ON FILE-ITEM		0.02000	0.00045	94	2	0.00%	(0)	2	12687
Subtotal					20		(0)	20	
Branch Services									
CASH DEPOSITED IN WF BRANCH		0.00300	0.00250	5,029	15	0.00%	(13)	3	CK161
CASH ORDER FEE IN A WF BRANCH		7.00000	7.58257	4	28	0.00%	(30)	(2)	CK197
ROLLED COIN FURNISHED BY WF BRANCH		0.50000	0.42161	1	1	0.00%	(0)	0	CK131
CURRENCY FURNISHED BY WF BRANCH		0.00300	0.00250	320	1	0.00%	(1)	0	CK141
BRANCH DEPOSIT		3.50000	3.01724	15	53	0.00%	(45)	7	08052
NON ACCT HOLDER CHK CASHING - PAYEE		0.00000	4.14871	3	0	0.00%	(12)	(12)	22812
Subtotal					97		(102)	(5)	
Desktop Deposit/Electronic Check									
DESKTOP DEPOSIT MONTHLY BASE		25.00000	7.00000	2	50	0.00%	(14)	36	15017
DESKTOP DEPOSIT-DEPOSIT CREDITED		0.75000	0.01140	17	13	0.00%	(0)	13	15007
DESKTOP DEPOSIT-DEPOSITED ITEM		0.12000	0.01529	76	9	0.00%	(1)	8	706
Subtotal					72		(15)	57	
General Account Services									
ACCT MAINTENANCE		22.00000	3.52926	1	22	0.00%	(4)	18	22051
ACCT MAINTENANCE CHEXSTOR-PLUS		32.00000	3.52971	1	32	0.00%	(4)	28	22404
DEBITS POSTED		0.20000	0.00663	13	3	0.00%	(0)	3	CK021
ELECTRONIC CREDITS POSTED		0.20000	0.01487	91	18	0.00%	(1)	17	CK018
DDA STATEMENT - PAPER		0.00000	5.00000	2	0	0.00%	(10)	(10)	CK049
CLIENT ANALYSIS STATEMENT-PAPER		0.00000	0.48400	1	0	0.00%	(0)	(0)	CK030
Subtotal					75		(19)	56	
General Disbursement Services									
DDA CHECKS PAID		0.20000	0.00700	52	10	0.00%	(0)	10	22202
Subtotal					10		(0)	10	
Information Reporting									
CEO ALERTS SERVICE - EMAIL		0.50000	0.03750	76	38	0.00%	(3)	35	34123
CEO BASIC BANKING - MONTHLY BASE		20.00000	3.75000	1	20	0.00%	(4)	16	46100
CEO BASIC BANKING ADDL ACCT-MO BASE		10.00000	1.87500	2	20	0.00%	(4)	16	46102
Subtotal					78		(10)	68	
Paper Checks Deposited									
DEPOSITED CHECK		0.20000	0.06828	3	1	0.00%	(0)	0	002
Subtotal					1		(0)	0	
Positive Pay									
POSITIVE PAY EXCEPTION - CEO IMAGE		2.00000	0.00100	5	10	0.00%	(0)	10	34336

POSITIVE PAY EXCEPTIONS - ITEM	8.00000	0.68853	5	40	0.00%	(3)	37	12903
POSITIVE PAY ONLY - ITEM	0.08000	0.01000	58	5	0.00%	(1)	4	12682
POSITIVE PAY ONLY MONTHLY BASE	35.00000	6.50000	2	70	0.00%	(13)	57	12681
Subtotal				125		(17)	108	

	Avg Std Price	Avg Unit Price	Unit Cost	Monthly Volume	Monthly Revenue	Price Discount	Monthly Cost	Variable PTPP	Element ID
Returned Items									
CEO RETURN ITEM SERVICE MTHLY BASE		0.00000	0.00000	2	0	0.00%	0	0	CK064
RETURN ITEM CONVERTED CHK CHGBK IRD		5.00000	0.95542	1	5	0.00%	(1)	4	CK464
Subtotal					5		(1)	4	

	Avg Std Price	Avg Unit Price	Unit Cost	Monthly Volume	Monthly Revenue	Price Discount	Monthly Cost	Variable PTPP	Element ID
Smart Decision									
SMART DECISION-ELEC CHECK ACH		0.12000	0.02377	94	11	0.00%	(2)	9	70025
SMART DECISION-ELEC CHECK ACH ONUS		0.12000	0.01570	42	5	0.00%	(1)	4	70029
Subtotal					16		(3)	13	

Product Summary	Monthly Revenue	Variable PTPP	Variable PTPP %	Equity Benefit	Fixed INIE	Pre-tax Income	ROE
ACH Origination	234	225	96.10%	1	0	226	377.75%
ACH Receive	17	16	96.77%	0	(0)	16	380.35%
Account Reconciliation	20	20	99.77%	0	0	20	392.11%
Branch Services	97	(5)	(4.92%)	0	0	(4)	(17.96%)
Desktop Deposit/Electronic Check	72	57	78.63%	0	(0)	57	309.09%
General Account Services	75	56	74.62%	0	(0)	56	293.34%
General Disbursement Services	10	10	96.50%	0	(0)	10	379.28%
Information Reporting	78	68	86.73%	0	(0)	68	340.90%
Paper Checks Deposited	1	0	65.86%	0	(0)	0	258.91%
Positive Pay	125	108	86.34%	0	(0)	108	339.36%
Returned Items	5	4	80.89%	0	(0)	4	317.96%
Smart Decision	16	13	82.27%	0	(0)	13	323.37%
Product Total	750	572	76.30%	3	(0)	575	300.11%
Revenue Discount from Standard	0.0%						

Note: Customer level margins in Relationship Pricer are variable and do not include fixed costs.

Float and Balances Summary	Monthly Revenue	Variable PTPP	Variable PTPP %	Equity Benefit	Pre-tax Income	ROE
ANALYZED BUSINESS CHECKING PLUS PF	953	953	100.00%	11	964	112.75%
Float and Balances Total	953	953	100.00%	11	964	112.75%
Deal Total w/ balances	1,703	1,525	89.56%	14	1,539	147.01%

Field Name Description

Product Detail Metrics

Average Unit Price Custom price if custom pricing is utilized otherwise standard price is displayed
Unit Cost Variable unit cost multiplied by volume
Variable PTPP \$ Dollar amount of Sales left over as profit after paying all expenses.
Variable PTPP % Percentage of Sales left over as profit after paying all expenses.

Product Summary Metrics

Fixed INIE Reflects cost incurred in marketing & selling TM products to customers.
Pre-tax Income A measure of pre-tax profit earned by selling a TM product to customers.
ROE After-tax profit earned on a customer as a ratio to equity to determine if an adequate "Return on Investment" is being generated.
Equity Benefit Shareholder capital that acts as a "cushion" against operating risk inherent in products.
NIAT NIAT reflects after Tax Profit including pre provision for credit loss.

Balances Summary Calculations

Variable PTPP \$ PTPP for Float and Balances takes interest income and expense into account.
Variable PTPP % Operating PTPP for Float and Balance Totals takes balance/float revenue and variable cost into account.
Equity Benefit Shareholder capital that acts as a "cushion" against operating risk inherent in products.
Pre-tax Income Pre-tax profit earned by selling a TM product. Calculated uniquely for each product & then consolidated at the customer level.
ROE After-tax profit earned on a customer as a ratio to equity to determine if an adequate "Return on Investment" is being generated.

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
4. **Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other

party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights with respect to transactions occurring before the termination. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. **Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
6. **Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related

instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,
- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your payment order. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup over our cost of sourcing the relevant currency. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the payment order after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.

- a. **Description of the CEO portal.** The CEO portal is our electronic banking portal that is accessed via the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. **Access to the CEO portal.** When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. **Administration of the CEO portal.** We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.

- i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. **Bank administration.** For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. **Terminating access.** We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
 - i. Does not comply with any term applicable to the CEO portal,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. **Financial information.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service or transaction. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. **Miscellaneous.** For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through the CEO portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. **Non-subscribed alerts.** When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. **Subscribed alerts.** You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any payment order or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h.

When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

- 12. Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").
- 13. Arbitration agreement.** Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.
- 14. Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.
- 15. Miscellaneous.**
 - a. Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
 - b. Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
 - c. Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.

- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., London Branch
2. Wells Fargo Bank, N.A., Cayman Islands Branch
3. Wells Fargo Bank, N.A., Canadian Branch

ORDINANCE NO. 23

AN ORDINANCE CREATING THE LA VERNIA CITY PLANNING AND ZONING COMMISSION, PRESCRIBING THE DUTIES AND QUALIFICATIONS OF ITS MEMBERS AND THEIR TERM OF OFFICE, PROVIDING FOR THE APPOINTMENT OF ITS MEMBERS, THE METHOD OF FILLING VACANCIES, MAKING DEPARTMENT HEADS AND OFFICIALS AVAILABLE TO CITY PLANNING AND ZONING COMMISSION, PRESCRIBING POWERS AND DUTIES OF THE CITY PLANNING AND ZONING COMMISSION, PROVIDING FOR ADOPTION OF RULES AND REGULATIONS AND BYLAWS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES, INCONSISTENT OR CONTRARY HERETO; AND PROVIDING A SAVINGS CLAUSE.

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

Section 1. There is hereby created and established within the City of La Vernia, Texas, a City Planning and Zoning Commission which shall be subject to the jurisdiction of the La Vernia City Council, such City Planning and Zoning Commission shall be composed of five (5) members whose offices are hereby created and established. The members of the City Planning and Zoning Commission shall be resident citizens of the corporate limits of the City of La Vernia, Texas, taxpayers and qualified voters of the City of La Vernia, Texas. The members of the City Planning and Zoning Commission shall be appointed by the City Council. The term of office of said members shall be a minimum of four (4) years; provided, however, at the first meeting of the first five (5) members of the City Planning and Zoning Commission, such members shall draw by lot to determine which member shall serve one (1), two (2), three (3), or four (4) year terms; thereafter one member shall be appointed each year for a full term of four (4) years. In making such appointments, the City Council shall name one appointee as Chairman and one as vice-chairman. After the appointment of the original members thereof, all vacancies occurring on the City Planning and Zoning Commission shall be filled by appointment of the City Council.

Section 2. The City Planning and Zoning Commission shall recommend to the Mayor the appointment of such named individuals as may, in the opinion of the City Planning and Zoning Commission, be necessary for the proper conduct, operation and undertaking of this department (City Planning and Zoning Commission), including from time to time as it may find necessary an engineer or City Planning Consultants of recognized standing in the field of city planning and zoning, such appointment by the Mayor to be subject to the approval of the City Council; such engineer or City Planning Consultants shall perform the duties prescribed by the City Planning and Zoning Commission and be approved by the Mayor and shall receive such compensation as may be fixed by the City Council.

Section 3. All Department Heads and Officials of the City of

(CONT'D)

La Vernia shall be available to the City Planning and Zoning Commission for advice and consultation and they shall cooperate with and render such services for the City Planning and Zoning Commission as shall come within the scope of the duties of such Department Heads and Officials. All such Department Heads and Officials shall attend meetings of the City Planning and Zoning Commission upon the request of the City Planning and Zoning Commission or its duly authorized officials.

Section 4. The City Planning and Zoning Commission shall have the power and authority and it shall be its duties:

1. To make studies and project plans for the improvement of the City of La Vernia, with a view of its development and extension, and to recommend to the City Council all matters for the development and advancement of the city facilities, layouts, and appearance, and to perform the duties imposed upon the City Planning and Zoning Commission by the Statutes of the State of Texas, and specifically by Chapter 231, Acts of Regular Session of 40th Legislature, 1927, the same being Article 974A, Vernon's Annotated Revised Civil Statutes of Texas.
2. To make plans and maps of the whole or any portion of the City of La Vernia and of land outside the City Limits located within five miles (5) of such City Limits, and any other land outside the City of La Vernia which in the opinion of the City Planning and Zoning Commission bears a relation to the planning of the City of La Vernia and to make such changes in additions and extensions of plans or maps within the City as it deems same advisable.
3. To confer with and advise private property owners pertaining to location and erection of private structures with the view of having the same conform to the overall city plan and to advise with the Building Inspector in the performance of his duties.
4. To aid and assist the Mayor and City Council in the preparation of the City Budget and determination of sources of funds and in the procuring of financial and other aids and assistance for the City from the State and the Federal Governments and their agencies for each and all of the purposes herein enumerated.
5. To act with and assist all other municipal and governmental agencies and especially the City Council in formulating and executing proper plans for municipal development.
6. To plan and recommend the location, plan and extent of city alleyways, parks, playgrounds, airports, automobile parking places, and other public grounds and public improvements, for the location and planning of public buildings, schools, and other properties, and of public utilities, including bus terminals, railroad depots and terminals, whether public or privately owned, for water, lights, sanitation, sewage disposal, drainage, flood control, transportation, communication and shipping facilities, and for the removal

(CONT'D)

relocation, widening, extension, narrowing, vacation, abandonment or change of use of any of the foregoing public places, works, buildings, facilities or utilities.

7. To select and recommend to the City Council routes of streets, avenues and boulevards and particularly to investigate and recommend the opening, widening, or abandonment of streets, avenues, boulevards and alleyways or the changing thereof to conform to the City's system, present and future, all streets, avenues, boulevards, alleyways and parks.

8. To investigate, consider and report to the City Council upon the layout and plan of any new subdivision to the City of La Vernia or property situated within five (5) miles of the City Limits and to approve all plans, plats or replats of additions within the City Limits or within five (5) miles of the City Limits.

9. To recommend to the City Council for adoption, rules and regulations governing plats and subdivisions of land within the corporate limits of the City or within five (5) miles of the corporate limits of the City, to promote health, safety, moral and general welfare of the community, and the safe and orderly and healthful development of the community, such rules and regulations may be adopted by the City Council only after public hearing held thereon.

10. To recommend plans to the City Council for improving, developing, expanding and beautifying the parks, lakes and public buildings in or adjacent to the City and to cooperate with the City Council and other agencies of the City in devising, establishing, locating, improving, selecting, expanding and maintaining the public parks, playgrounds and lakes for public recreation.

11. To aid and assist the City Council by recommending plans for the development of civic centers and to make investigations, consider and make recommendations to the City Council concerning traffic regulations, routing and control, and highway designations.

12. To review all zoning regulations and make recommendations on amendments thereto and to review and act on all exceptions permitted under zoning changes involving major land use.

Section 5. Said City Planning and Zoning Commission shall, subject to the approval of the City Council, make such rules and regulations and adopt such bylaws for its own government and designate such time and places for holding regular meetings as it deems proper, but said regular meetings shall not exceed two (2) per month. Three (3) members of the City Planning and Zoning Commission shall constitute a quorum for transaction of business.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such section,

subsection, sentence, clause, phrase, or portion shall be deemed separate, distinct and an independent provision and such holding shall not effect the validity of the remaining portion hereof.

PASSED AND APPROVED THIS THE 4th DAY OF FEBRUARY, 1970.

ATTEST:

Edward James J.
Mayor

Allen Matthe
City Secretary

ORDINANCE NO. 120921-01

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING, ARTICLE IV. SECTION 406 – TEMPORARY USES; CONSTRUCTION YARDS, FIELD OFFICES AND OTHER TEMPORARY BUILDINGS; ESTABLISH AUTHORITY OF THE CITY TO AMEND (D) TEMPORARY CLASSROOMS ALLOWING CLASSROOMS TO BE APPLIED FOR BY BUILDING PERMIT INSTEAD OF SPECIFIC USE PERMIT (SUP); PROVIDING FOR SEVERABILITY; AND 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, the City of La Vernia Code or Ordinances Chapter 38 which constitutes the City’s Zoning Ordinance requires property to be zoned in accordance with proper designations as defined by this ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission of the City of La Vernia has met and discussed giving the school authority with a building permit only to install temporary classrooms; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia has recommended approval of the amendments to the Zoning Regulations and the proposed amendments are uniform and conforms to the plan and design of the City of La Vernia’s Zoning Ordinance; and

WHEREAS, the City Council of the City of La Vernia believes the amendments will comply with the standards and purpose of the Zoning Ordinance and are in the best interests of the 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.
Zoning Regulations Amended.**

Chapter 38-406 (d) of the City of La Vernia’s Code of Ordinances is hereby amended as reflected in the document attached hereto as Exhibit “A”.

**Section 2.
Severability**

If any section, subsection, paragraph, or sentence, clause, phrase, or word in this Ordinance, or application thereof, to any person or circumstance is held invalid such holding shall not affect the validity of the remaining portions of the same and the City Council hereby declares it would have passed such remaining portions despite such invalidity.

**Section 3
Cumulative**

This ordinance is cumulative of all other laws addressing land use regulations and any prohibitions and sanctions that may be imposed under other laws relating to the subjects covered hereunder.

**Section 4.
Effective Date**

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF DECEMBER 2021.

Robert Gregory, Mayor
City of La Vernia

ATTEST:

Brittani Porter, City Secretary
City of La Vernia

EXHIBIT "A"

Sec. 38-406. - Temporary uses; construction yards, field offices and other temporary buildings.

- (d) *Temporary classrooms.* It is recognized that educational facilities often encounter increased enrollment that exceeds available classroom space. The city further recognizes that additional classroom space may require a long-range capital campaign, bond election, or other efforts to fund construction of permanent classroom facilities. Additionally, it is understood that increased enrollment may be a transient occurrence that may not necessitate the construction of permanent facilities. It is recognized that uncontrolled placement of temporary classrooms may detract from the value of adjacent property, discourage commerce, and negatively impact the aesthetic quality of nonresidential property and adjacent residential property. The purpose of this section is to provide for regulations that protect the value of property and enhance the appearance, health, safety, and welfare of the city. In this section, "educational facility" shall mean a facility used for the purpose of providing courses of instruction for students in one or more grades from prekindergarten through grade 12 and that is either operated by a governmental entity as defined by the laws of the state of Texas or is a private school as defined by the Texas Education Code.
- a. Temporary classroom buildings, additional temporary restroom facilities, and additional dining room facilities related to educational facilities may not be utilized unless a primary use or building(s) has been established on the property.
 - b. Temporary classroom buildings, additional temporary restroom facilities, and additional dining room facilities related to educational facilities are permitted. A building permit shall only be issued for the construction of a temporary classroom building for an educational facility if the following criteria are met:
 1. The applicant establishes in the construction plans that all parking requirements established by this chapter will be complied with;
 2. The maximum occupancy of each temporary classroom facility shall comply with the most recent edition of the State Fire Code; and
 3. The applicant demonstrates a need for the temporary classroom building based on an enrollment of students that exceed the maximum allowed students per classroom and the number of temporary classroom buildings to be constructed will not exceed four temporary classroom buildings per campus.
 - c. The temporary structures are to be placed on the property to minimize the visual impact on the surrounding properties and cannot be placed in the front yard of the primary structure.
 - d. The temporary structures must be removed from the property within 90 days of discontinuation of use.
 - e. Walkways of treated lumber, concrete, asphalt or other suitable materials must be provided for ingress and egress out of the temporary buildings.
 - f. A fire-resistant skirting shall be required around the bottom at the perimeter of the building.
 - g. Masonry requirements of this code are waived for temporary classroom structures as they are deemed temporary in nature.
 - h. All temporary classroom buildings shall adhere to the 2012 IBC.
 - i. Any change in use of the temporary classrooms after issuance of the building permit that result in non-compliance with the criteria set forth in subsection (b) of this section shall be grounds for revocation of the building permit.