



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

December 8, 2022
6:30 PM or immediately following the Planning and Zoning meeting

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 November 17, 2022 Regular City Council Meeting
- B. Check Register and financial report for the month of November

5. Presentation

- A. Presentation of newly selected City of La Vernia Chief of Police Donald Keil
- B. Presentation of appreciation to Elle Anderson for her 2022 presentations of the National Anthem at various community events

6. Ordinance

- A. Discuss and Consider Action on:

6-A.1 The proposed re-zone at the request of the City of La Vernia as described in Ordinance No. 120822-06 regarding the rezoning of the below-listed 13 parcels of land owned by the City of La Vernia

Current Zoning: present classifications of RA- Residential Agriculture, R2- General Residence, C1- Commercial Retail, and CB- Central Business Districts

Proposed: PI - Public Institution District

Property Address
440 BLUEBONNET RD LA VERNIA, TX 78121
13794 US HWY 87 W LA VERNIA, TX 78121
215 FORREST DR LA VERNIA, TX 78121
223 FORREST DR LA VERNIA, TX 78121
217 FORREST DR LA VERNIA, TX 78121
219 FORREST DR LA VERNIA, TX 78121
207 RIVER LN LA VERNIA, TX 78121
104 E CHIHUAHUA ST LA VERNIA, TX 78121
13136 US HWY 87 W LA VERNIA, TX 78121
106 SAN ANTONIO RD UNIT 1 LA VERNIA, TX 78121
222 SAN ANTONIO RD LA VERNIA, TX 78121
130-A INDUSTRIAL DR LA VERNIA, TX 78121
3000-03000-21014

6-A.2 The proposed re-zone at the request of La Vernia ISD and The Board of Trustees La Vernia ISD as described in Ordinance No. 120822-05 regarding the rezoning of the below-listed 16 parcels of land owned by La Vernia ISD and The Board of Trustees La Vernia ISD

Current Zoning: R1- Single-Family District & C1- Retail District

Proposed: PI- Public Institution District

FM 1346 LA VERNIA, TX 78121
391 FM 1346 S LA VERNIA, TX 78121
249 FM 1346 S LA VERNIA, TX 78121

FM 1346 S LA VERNIA, TX 78121
304 BLUEBONNET RD LA VERNIA, TX 78121
13600 US HWY 87 W LA VERNIA, TX 78121
312 BLUEBONNET RD LA VERNIA, TX 78121
308 BLUEBONNET RD LA VERNIA, TX 78121
406 BEAR GARDENS LA VERNIA, TX 78121
402 BEAR GARDENS LA VERNIA, TX 78121
101 COUNTRY GARDENS LA VERNIA, TX 78121
105 COUNTRY GARDENS LA VERNIA, TX 78121
369 S FM 1346 LA VERNIA, TX 78121
195 BLUEBONNET RD LA VERNIA, TX 78121
195 BLUEBONNET RD LA VERNIA, TX 78121
315 BLUEBONNET RD LA VERNIA, TX 78121

6-A.3 The proposed code of ordinances amendments for Chapter 38 Zoning; specifically, regarding ARTICLE I. Sec. 38-104 – DEFINITIONS; ARTICLE III. SECTION 302 – PERMITTED USE CHARTS; ARTICLE IV. SECTION 38-402 - OFF-STREET PARKING AND LOADING REQUIREMENTS; as described in Ordinance No. 100822-01

6-A.4 The proposed code of ordinances amendments for Chapter 26 Signs; specifically, regarding SECTION 26-101.1.- DEFINITIONS; SECTION 26-110. – PERMITTING REGULATIONS; as described in Ordinance No. 120822-02

6-A.5 The proposed code of ordinances amendments for Chapter 8 – BUSINESSES; Specifically, regarding ARTICLE IV. – SOLICITORS, SECTION 8-401 DEFINITIONS; SECTION 8-405 OUTDOOR RETAIL SALES; as described in Ordinance No. 120822-03

6-A.6 The proposed code of ordinances amendments for Chapter 16 Health and Sanitation; Specifically, regarding ARTICLE V.- FOOD HANDLERS SECTION 16-504-COMPLIANCE PROCEDURES; as described in Ordinance No. 120822-04

7. Resolutions.

- A. Discuss and consider RESOLUTION No. 120822-01 regarding INTEROPERABLE COMMUNICATIONS for Radio Grant.
- B. Discuss and consider RESOLUTION No. 120822-02 to allow City Administrator to enter into a contract with Wilson County No Kill Shelter for Animal Control assistance.
- C. Discuss and consider RESOLUTION No. 120822-03 to allow City Administrator to approve an agreement regarding placing a vending machine at the City Park

8. Items Specific to Future Line Items on the Agenda

9. Adjourn

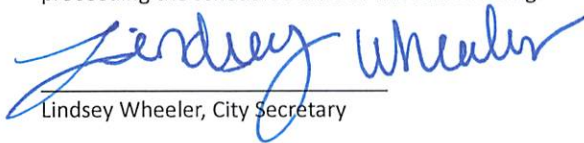
DECORUM REQUIRED

Any disruptive behavior, including shouting or derogatory statements or comments, may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leaves 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 §551.086 (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 Lboyd@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 5th, 2022 at 5:00 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of the said meeting.


Lindsey Wheeler, City Secretary



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

November 17th, 2022
6:30 PM

MINUTES

1. **Call to Order-** Mayor Poore called the meeting to order at 6:30 PM and declared a quorum. Councilwoman Recker was absent.

2. **Invocation, Pledge of Allegiance, and Texas Pledge-** Invocation was led by Mayor Poore and all in attendance recited the Pledge of Allegiance and Texas Pledge. The prayer was led by a representative of Hope Church.

3. **Citizens to be Heard-** Kevin Lewis of Coastal Oakes Investments spoke regarding putting a vending machine at the City Park

4. **Consent Agenda**
 - A. Minutes from the September 20th, 2022 Regular City Council Meeting
 - E. La Vernia Police Department-Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of Oct 2022;
 - F. Check Register and financial report for the month of Oct

MOTION: Councilman Oates made a motion to accept the consent agenda as presented, with one correction being item 7 A where the motion should have stated passed 4-0, 1 abstained, seconded by Councilman Rabel. **Motion passed: 5-0.**

5. Proclamations

- A. Presentation of National Native American Heritage Month

Mayor Poore presented and certified the proclamation of National Native American Heritage Month.

6. Discuss and Consider Action

- A. Discuss and Consider action on an installation plan for Isolation Valves to improve water infrastructure

Representatives of the La Vernia Public Works department presented. The council members debated the cost-effectiveness of doing the valves hot, or traditional, or a combination of the

two. The council members decided that they would like to see a future presentation of this matter with a more solidified plan.

- B. Discuss and Consider action on increasing the amount of purchase of a new vehicle for public works

MOTION: Councilman Oates made a motion to accept increasing the amount of purchase of a new vehicle for public works, seconded by Councilwoman Hutchinson. **Motion passed: 5-0.**

- C. Discuss and consider recommendations on updating Park Ordinance and Little League agreement

Mayor Poore presented on this matter. Entering into an agreement with the La Vernia Little League, and hiring a new parks department employee were matters discussed. The Councilmembers would like for the city to move forward with planning to enter into an agreement with the La Vernia Little league and present a more solidified plan at a later date.

7. Resolutions

- A. Discuss and consider Resolution No. 111722-01 on the adoption of an action plan for emergency infrastructure incidents

The La Vernia City Administrator and public works department presented on this mater

MOTION: Councilwoman Hutchinson made a motion to table Resolution No. 111722-01 on the adoption of an action plan for emergency infrastructure incidents, seconded by Councilman Gilbert. **Motion passed: 5-0.**

- B. Discuss and consider Resolution No. 111722-02 on awarding a bank contract to Wells Fargo.

The La Vernia City Administrator presented on this mater

MOTION: Councilman Oates made a motion to approve Resolution No. 111722-02 on awarding a bank contract to Wells Fargo, seconded by Councilman Rabel. **Motion passed: 5-0.**

8. Ordinance

- A. Discuss and consider Ordinance No. 111722-01, an amendment to the FY2023 fee schedule for the Waste Connections service Price Increase

The La Vernia City Administrator presented on this mater

MOTION: Councilman Gilbert made a motion to approve Ordinance No. 111722-01, an amendment to the FY2023 fee schedule for the Waste Connections service Price Increase, seconded by Councilman Oates. **Motion passed: 5-0.**

9. Closed Session

- A.** Pursuant to Local Government Code §551.071 of the Open Meeting Act. Tex. Gov't Code, the council will meet in closed session to deliberate on legal matters regarding *JOSHUA SCHULZ, YVONNE SCHULZ, Plaintiffs, v. THE CITY OF LA VERNIA, TEXAS, THE CITY OF LA VERNIA CITY ADMINISTRATOR, THE CITY OF LA VERNIA, PUBLIC INFORMATION OFFICER, LA VERNIA POLICE DEPARTMENT, LVPD CHIEF OF POLICE, LVPD SERGEANT FNU KEIL, FORMER LVPD OFFICER ERIK DOYLE, THE COUNTY OF WILSON, TEXAS, JUSTICE OF THE PEACE 3 JUDGE, TEXAS ATTORNEY GENERAL, EX PARTE, Defendants.*

The Council entered Closed Session at 7:13 PM

- B.** Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, the council will meet in closed session to deliberate on personnel matters regarding the open position of the Chief of Police.

The Council entered Closed Session at 7:13 PM

- C.** Reconvene into Regular Session and take action/or give direction, if necessary, on items discussed in Executive Session.

The Council returned from Closed Session at 7:49 pm

10. Items Specific to Future Line Items on the Agenda

- A.** An upcoming joint meeting and a public hearing is scheduled for Thursday, December 8th at 5:30 pm where we will discuss matters regarding chapter 26 and chapter 38 of our Code of Ordinances as well as hear re-zone requests

The Council would like to hear additional details regarding the Park Vending Machine at an upcoming meeting

11. Adjourn- Councilman Oates made a motion to adjourn the meeting seconded by Councilwoman Hutchinson. The meeting was adjourned at 7:52 PM and all members were in favor.

Martin Poore, Mayor

ATTEST:

Lindsey Wheeler, City Secretary



NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission and City Council will hold a public hearing at the request of **The City of La Vernia.**

Property IDs:

Property Address	Property ID
440 BLUEBONNET RD LA VERNIA, TX 78121	11302
13794 US HWY 87 W LA VERNIA, TX 78121	27319
215 FORREST DR LA VERNIA, TX 78121	27374
223 FORREST DR LA VERNIA, TX 78121	27380
217 FORREST DR LA VERNIA, TX 78121	27381
219 FORREST DR LA VERNIA, TX 78121	27382
207 RIVER LN LA VERNIA, TX 78121	27460
104 E CHIHUAHUA ST LA VERNIA, TX 78121	27505
13136 US HWY 87 W LA VERNIA, TX 78121	27515
106 SAN ANTONIO RD UNIT 1 LA VERNIA, TX 78121	27659
222 SAN ANTONIO RD LA VERNIA, TX 78121	27667
130-A INDUSTRIAL DR LA VERNIA, TX 78121	41523
3000-03000-21014	56006

Request: "Rezone properties to the Public Institution zoning district."

Current Zoning: present classifications of RA- Residential Agriculture, R2- General Residence, C1- Commercial Retail, and CB- Central Business Districts

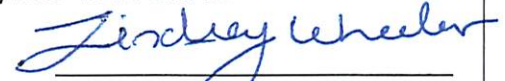
Proposed: PI - Public Institution District

When your property is located within 200 feet of the request, State Law requires that we notify you of the public hearing. In this instance, because the properties in question are wide-spanning, the city has opted to notify all property owners. **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 & City Council on **Thursday, December 8thth, 2022, at 5:30 PM.** The joint meeting 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 December 2nd, 2022 to:

Mail: City of La Vernia
Lindsey Wheeler
PO Box 225
La Vernia, Tx 78121
Email: Lboyd@lavernia-tx.gov

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


Lindsey Wheeler, 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

Property Address	Property ID
440 BLUEBONNET RD LA VERNIA, TX 78121	11302
13794 US HWY 87 W LA VERNIA, TX 78121	27319
215 FORREST DR LA VERNIA, TX 78121	27374
223 FORREST DR LA VERNIA, TX 78121	27380
217 FORREST DR LA VERNIA, TX 78121	27381
219 FORREST DR LA VERNIA, TX 78121	27382
207 RIVER LN LA VERNIA, TX 78121	27460
104 E CHIHUAHUA ST LA VERNIA, TX 78121	27505
13136 US HWY 87 W LA VERNIA, TX 78121	27515
106 SAN ANTONIO RD UNIT 1 LA VERNIA, TX 78121	27659
222 SAN ANTONIO RD LA VERNIA, TX 78121	27667
130-A INDUSTRIAL DR LA VERNIA, TX 78121	41523
3000-03000-21014	56006

Name: _____

Address: _____

Signature: _____

Date: _____

Comments: _____

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



NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission and City Council will hold a public hearing at the request of **The Board of Trustees La Vernia ISD.**

Property IDs:		
	53472	FM 1346 LA VERNIA, TX 78121
	39843	391 FM 1346 S LA VERNIA, TX 78121
	39841	249 FM 1346 S LA VERNIA, TX 78121
	39819	FM 1346 S LA VERNIA, TX 78121
	32920	304 BLUEBONNET RD LA VERNIA, TX 78121
	36168	13600 US HWY 87 W LA VERNIA, TX 78121
	32922	312 BLUEBONNET RD LA VERNIA, TX 78121
	32921	308 BLUEBONNET RD LA VERNIA, TX 78121
	32873	406 BEAR GARDENS LA VERNIA, TX 78121
	32872	402 BEAR GARDENS LA VERNIA, TX 78121
	32860	101 COUNTRY GARDENS LA VERNIA, TX 78121
	32859	105 COUNTRY GARDENS LA VERNIA, TX 78121
	27668	369 S FM 1346 LA VERNIA, TX 78121
	27666	195 BLUEBONNET RD LA VERNIA, TX 78121
	27660	195 BLUEBONNET RD LA VERNIA, TX 78121
	27663	315 BLUEBONNET RD LA VERNIA, TX 78121

Request: "Rezone properties to the Public Institution zoning district."

Current Zoning: R1- Single-Family District & C1- Retail District Proposed: PI- Public Institution District

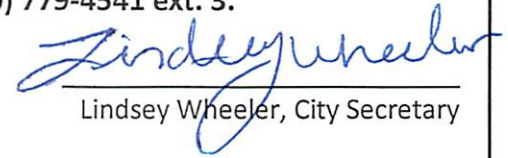
When your property is located within 200 feet of the request, State Law requires that we notify you of the public hearing. In this instance, because the properties in question are wide-spanning, the city has opted to notify all property owners. **However, the zoning of your property will not be affected.** 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 & City Council on **Thursday, December 8th, 2022, at 5:30 PM.** The joint meeting 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 December 2nd, 2022 to:

Mail: City of La Vernia
Lindsey Wheeler
PO Box 225
La Vernia, Tx 78121

Email: Lboyd@lavernia-tx.gov

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


Lindsey Wheeler, 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

53472	FM 1346 LA VERNIA, TX 78121
39843	391 FM 1346 S LA VERNIA, TX 78121
39841	249 FM 1346 S LA VERNIA, TX 78121
39819	FM 1346 S LA VERNIA, TX 78121
32920	304 BLUEBONNET RD LA VERNIA, TX 78121
36168	13600 US HWY 87 W LA VERNIA, TX 78121
32922	312 BLUEBONNET RD LA VERNIA, TX 78121
32921	308 BLUEBONNET RD LA VERNIA, TX 78121
32873	406 BEAR GARDENS LA VERNIA, TX 78121
32872	402 BEAR GARDENS LA VERNIA, TX 78121
32860	101 COUNTRY GARDENS LA VERNIA, TX 78121
32859	105 COUNTRY GARDENS LA VERNIA, TX 78121
27668	369 S FM 1346 LA VERNIA, TX 78121
27666	195 BLUEBONNET RD LA VERNIA, TX 78121
27660	195 BLUEBONNET RD LA VERNIA, TX 78121
27663	315 BLUEBONNET RD LA VERNIA, TX 78121

Name: _____

Address: _____

Signature: _____

Date: _____

Comments: _____

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



NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission and City Council will hold a public hearing at the request of **The City of La Vernia**.

For the purpose of:

PROPOSED CHANGE OF ZONING CODE

To receive public comment and testimony on the city-proposed changes to the La Vernia Code of Ordinances as follows: **Chapter 38 Zoning**; specifically, regarding ARTICLE I. Sec. 38-104 – DEFINITIONS; ARTICLE III. SECTION 302 – PERMITTED USE CHARTS; ARTICLE IV. SECTION 38-402 - OFF-STREET PARKING AND LOADING REQUIREMENTS; And **Chapter 26 Signs**; specifically, regarding SECTION 26-101.1.- DEFINITIONS; SECTION 26-110. – PERMITTING REGULATIONS, And **Chapter 8 – BUSINESSES**; Specifically, regarding ARTICLE IV. – SOLICITORS, SECTION 8-401 DEFINITIONS; SECTION 8-405 OUTDOOR RETAIL SALES; And **Chapter 16 Health and Sanitation**; Specifically, regarding ARTICLE V.- FOOD HANDLERS SECTION 16-504- COMPLIANCE PROCEDURES

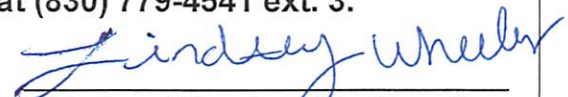
Because your property is located in the City limits of La Vernia, Texas State Law requires that we notify you of the public hearing. ***However, the zoning of your property will not be affected.***




Public hearing for this request is scheduled before the Planning & Zoning Commission & City Council on Thursday, December 8th, 2022, at 5:30 PM. The joint meeting will be held at La Vernia City Hall Council Chambers, 102 E. Chihuahua La Vernia, Tx 78121, and is open to the public. Submit written comments to:

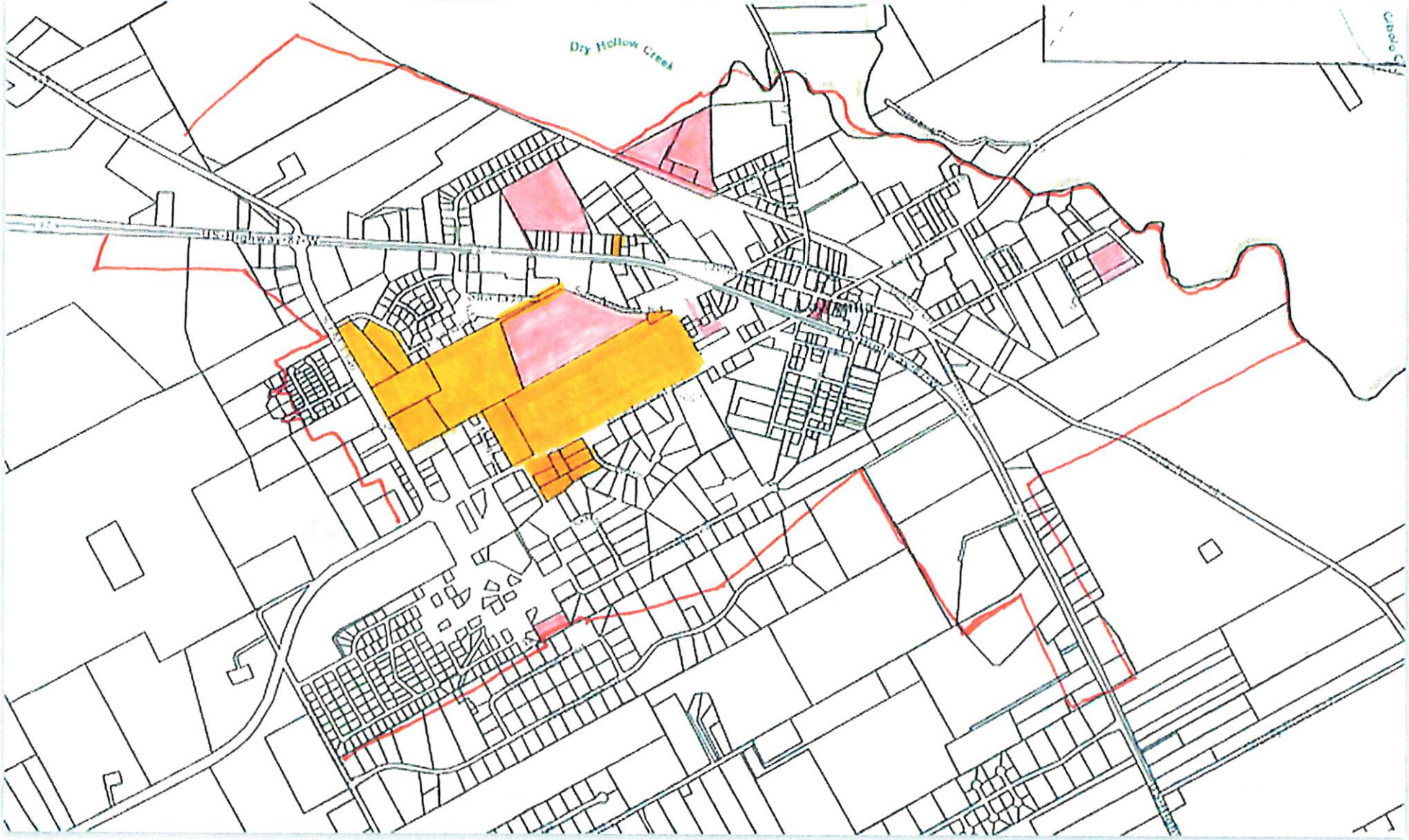
Mail: City of La Vernia
Lindsey Wheeler
PO Box 225
La Vernia, Tx 78121

Email: Lboyd@lavernia-tx.gov

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


Lindsey Wheeler City Secretary

	La Vernia Independent School District Owned Property
	City of La Vernia Owned Property
	City Limit Line



ORDINANCE NO. 120822-06

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING THE CITY OF LA VERNIA OFFICIAL ZONING MAP BY REZONING 13 PARCELS OF LAND FROM COMMERCIAL (C1) AND RESIDENTIAL AGRICULTURE (RA) AND CENTRAL BUSINESS (CB) TO PUBLIC INSTITUTIONAL (PI)

WHEREAS, The City of La Vernia has initiated a rezone of 13 parcels of land more specifically described in Exhibit A attached herein; and

WHEREAS, the City Code Section 38.202 provides for certain criteria to be considered by the Planning and Zoning Commission in making a recommendation to City Council and by City Council in considering final action on a zone change: and

WHEREAS, on December 8th, 2022 the Planning and Zoning commission conducted a public hearing and, after consideration of the Criteria, made a recommendation of approval of the rezoning); and

WHEREAS, on December 8th, 2022 the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the required zoning be approved as provided for herein.

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

Section 1. The Property as shown, particularly described in the attached Exhibit A, is hereby zoned Public Institutional (PI.)

Section 2. The Official Zoning Map for the City of La Vernia will be updated.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and finding of the City Council.

Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 5. Ordinances or parts of Ordinances in conflict herewith are hereby repealed and are no longer of any force and effect.

Section 6. This ordinance shall take effect upon City Council approval.

PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF DECEMBER 2022.

Martin Poore
Mayor, City of La Vernia

ATTEST:

Lindsey Wheeler
City Secretary, City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office
City of La Vernia

Exhibit A:

The following properties are owned by The City of La Vernia.

Property Address	Property ID
440 BLUEBONNET RD LA VERNIA, TX 78121	11302
13794 US HWY 87 W LA VERNIA, TX 78121	27319
215 FORREST DR LA VERNIA, TX 78121	27374
223 FORREST DR LA VERNIA, TX 78121	27380
217 FORREST DR LA VERNIA, TX 78121	27381
219 FORREST DR LA VERNIA, TX 78121	27382
207 RIVER LN LA VERNIA, TX 78121	27460
104 E CHIHUAHUA ST LA VERNIA, TX 78121	27505
13136 US HWY 87 W LA VERNIA, TX 78121	27515
106 SAN ANTONIO RD UNIT 1 LA VERNIA, TX 78121	27659
222 SAN ANTONIO RD LA VERNIA, TX 78121	27667
130-A INDUSTRIAL DR LA VERNIA, TX 78121	41523
3000-03000-21014	56006

ORDINANCE NO. 120822-05

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING THE CITY OF LA VERNIA OFFICIAL ZONING MAP BY REZONING 16 PARCELS OF LAND FROM COMMERCIAL (C1) AND RESIDENTIAL (R1) TO PUBLIC INSTITUTIONAL (PI)

WHEREAS, La Vernia ISD and The Board of Trustees La Vernia ISD. have initiated a rezone of 16 parcels of land more specifically described in Exhibit A attached herein; and

WHEREAS, the City Code Section 38.202 provides for certain criteria to be considered by the Planning and Zoning Commission in making a recommendation to City Council and by City Council in considering final action on a zone change: and

WHEREAS, on December 8th, 2022 the Planning and Zoning commission conducted a public hearing and, after consideration of the Criteria, made a recommendation of approval of the rezoning); and

WHEREAS, on December 8th, 2022 the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the required zoning be approved as provided for herein.

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

Section 1. The Property as shown, particularly described in the attached Exhibit A, is hereby zoned Public Institutional (PI.)

Section 2. The Official Zoning Map for the City of La Vernia will be updated.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and finding of the City Council.

Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 5. Ordinances or parts of Ordinances in conflict herewith are hereby repealed and are no longer of any force and effect.

Section 6. This ordinance shall take effect upon City Council approval.

PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF DECEMBER 2022.

Martin Poore
Mayor, City of La Vernia

ATTEST:

Lindsey Wheeler
City Secretary, City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office
City of La Vernia

Exhibit A:

The following properties are owned by The Board of Trustees La Vernia ISD. And La Vernia ISD.

53472	FM 1346 LA VERNIA, TX 78121
39843	391 FM 1346 S LA VERNIA, TX 78121
39841	249 FM 1346 S LA VERNIA, TX 78121
39819	FM 1346 S LA VERNIA, TX 78121
32920	304 BLUEBONNET RD LA VERNIA, TX 78121
36168	13600 US HWY 87 W LA VERNIA, TX 78121
32922	312 BLUEBONNET RD LA VERNIA, TX 78121
32921	308 BLUEBONNET RD LA VERNIA, TX 78121
32873	406 BEAR GARDENS LA VERNIA, TX 78121
32872	402 BEAR GARDENS LA VERNIA, TX 78121
32860	101 COUNTRY GARDENS LA VERNIA, TX 78121
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27666	195 BLUEBONNET RD LA VERNIA, TX 78121
27660	195 BLUEBONNET RD LA VERNIA, TX 78121
27663	315 BLUEBONNET RD LA VERNIA, TX 78121

ORDINANCE NO. 120822-01

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING, ARTICLE I. Sec. 38-104 – DEFINITIONS; ADDING A DEFINITION FOR THE TERM MOBILE VENDOR NON-FOOD; AND ADDING A DEFINITION FOR THE TERMS PERMEABLE PAVEMENT, PERVIOUS PAVEMENT, AND POROUS PAVEMENT; AS WELL AS; CHAPTER 38 ZONING, ARTICLE III. SECTION 302 – PERMITTED USE CHARTS; REVISING PUBLIC INSTITUTIONAL ZONING PERMITTED USES; AND ADDING A CATEGORY FOR MOBILE VENDORS NON-FOOD; AS WELL AS CHAPTER 38 ZONING ARTICLE IV. SECTION 38-402 - OFF-STREET PARKING AND LOADING REQUIREMENTS; AMENDING PARKING MATERIAL STANDARDS; 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 a 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 amending the above-mentioned sections of the Zoning code; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia has recommended approval of the amendments to the Zoning Regulations discussed in this ordinance 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 ZONING, ARTICLE I. Sec. 38-104 – DEFINITIONS of the City of La Vernia's Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit "A"**.

CHAPTER 38 ZONING, ARTICLE III. SECTION 302 – PERMITTED USE CHARTS of the City of La Vernia’s Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit “B”**.

CHAPTER 38 ZONING ARTICLE IV. SECTION 38-402 - OFF-STREET PARKING AND LOADING REQUIREMENTS of the City of La Vernia’s Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit “C”**.

**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 8TH DAY OF DECEMBER 2022.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Lindsey Wheeler, City Secretary
City of La Vernia

EXHIBIT "A"

Sec. 38-104. - Definitions.

(a) The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The terms "shall" and "will" are always mandatory, while the term "may" is directory. The term "herein" means in this chapter. The term "regulations" means the provisions of any applicable ordinance, rule, regulation or policy. The term "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association. The term "used or occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied. The terms "building" and "structure" are synonymous. The terms "lot," "plot" and "tract" are synonymous.

(b) Any term not expressly defined in this section shall be defined by a common planning definition from the American Planning Association's, A Planners Dictionary. The administrative official shall determine the appropriateness of a definition.

Accessory use or building means a use or building on the same lot with, subordinate to and detached from the principal building and used for purposes customarily incidental to the principal use of the premises.

Administrative official means the person designated by the city council who is responsible for supervising the administration, interpretation and enforcement of this chapter. The city council may provide assistance to the administrative official through other persons or consultants as deemed necessary or appropriate.

Adult arcade means any place to which the public is permitted or invited, wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are regularly maintained to show images to five or fewer persons per machine at any one time, and where these images so displayed are distinguished or characterized by their emphasis upon matters exhibiting specified sexual activities or specified anatomical areas.

Adult day-care facility means a facility that provides services under an adult day-care program on a daily or regular basis but not overnight to four or more elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility.

Adult day-care program means a structured, comprehensive program that is designed to meet the needs of adults with functional impairments through an individual plan of care by providing health, social, and related support services in a protective setting.

Alley means a public space or thoroughfare which affords only secondary means of access to property abutting thereon.

American Society for Testing and Materials (ASTM) means a developer and publisher of technical information designed to promote the understanding and development of technology and to ensure the quality of commodities, services and safety products.

Amusement, commercial, means an amusement enterprise wholly enclosed in a building, including, but not limited to, a bowling alley or billiard parlor.

Amusement redemptive machine means any electronic, electromechanical, or mechanical contrivance that for a consideration affords the player an opportunity to obtain anything of value, the award of which is determined solely or partially by chance, even though accompanied by some skill, whether or not the prize is automatically paid by the contrivance, including but not limited to gambling device versions of bingo, keno, blackjack, lottery, roulette, video poker, tic-tac-toe, eight-liner or similar electronic, electromechanical, or mechanical games, or facsimiles thereof, that operate by chance or partially so.

Animal shelter means a facility that keeps impounded stray, homeless, abandoned, or unwanted animals.

Antique shop means a retail establishment engaged in the selling of works of art, furniture or other artifacts of an earlier period, with all sales and storage occurring inside a building.

Apartment means a room or suite of rooms in a multifamily dwelling designed or occupied as a place of residence by a single family, individual or group of individuals.

Arcade means an establishment in which there are located six or more skill or pleasure machines, that do not provide the player an opportunity to receive anything of value other than an opportunity for a replay, including but not limited to, video machines, pinball machines, or pool tables, whether coin operated or not.

Area of the lot or building site means the net area of the lot or site and shall not include portions of streets and alleys.

Arts and crafts store means a retail store or establishment/open area offering a wide variety of merchandise used for various arts and crafts.

Assisted living facility means an establishment that:

- (1) Furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment;
- (2) Provides: personal care services; or administration of medication by a person licensed or otherwise authorized in this state to administer the medication;
- (3) May provide assistance with or supervision of the administration of medication; and
- (4) May provide skilled nursing services for the following limited purposes:
 - a. Coordination of resident care with outside home and community support services agencies and other health care professionals;
 - b. Provision or delegation of personal care services and medication administration as described by this subdivision; assessment of residents to determine the care required; and
 - c. For periods of time as established by rules promulgated by the Texas Department of Aging and Disability Services, delivery of temporary skilled nursing treatment for a minor illness, injury, or emergency.

Auction (not to include auto, truck and trailer) means the public sale of property to the highest bidder.

Bakery and confectionery (retail sales) means an establishment for preparing, cooking, baking and selling of products on the premises.

Bank, savings and loan or credit union means an establishment for the custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds.

Barbershop means a place where barbering, as defined in V.T.C.A., Occupations Code § 1601.001, is practiced, offered, or attempted to be practiced, except when such place is duly licensed as a barber school or college.

Basement means a building story (or portion of a story) which is partly underground, with at least one-half of its height (measured from floor to ceiling) above the average level of the adjoining ground. A basement shall not be counted as a story in computing building height.

Beauty shop means a place where cosmetology, as defined in V.T.C.A., Occupations Code § 1602.002 is practiced.

Bed and breakfast means an owner-occupied residential dwelling designed for and used as a single-family dwelling that contains eight or fewer guestrooms, where short-term lodging, with or without meals, is provided for compensation to individuals or groups for no more than seven consecutive days.

Block means an area enclosed by streets and occupied by or intended for buildings; where this word is used as a term of measurement, the term "block" means the distance along a side of a street between the nearest two streets which intersect said street on said side.

Board of adjustment means the city zoning board of adjustment.

Brick material means hard fired kiln fired clay or slate material which meets the latest version of ASTM Standard C216 or C652, Standard Specifications for Facing Brick (Solid Masonry Unit made of Clay or Shale), and shall be Severe Weather (SW) grade, and Type FVA or FBS or better. Unfired or underfired clay, sand or shale brick are not allowed.

Building means any structure having a roof supported by columns or walls built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building. The term "structure," as used herein, shall be deemed to have the same meaning as the term "building."

Building, detached, means a building surrounded by yard or open space on the same building lot.

Building line means a line parallel or approximately parallel to the street line at a specified distance therefrom constituting the minimum distance from the street line that a building may be erected.

Building, main or primary, means a building in which the principal use of the lot is conducted.

Building materials means a building used for the sale of new building supplies and materials such as hardware, carpet, plants, electrical and plumbing supplies.

Canopy means any structure of a permanent, fixed nature attached to or independent of the main structure, built and designed for the purpose of shielding from the elements, persons or chattels or a roof-like structure of a permanent nature which is supported by or projects from the wall of a structure.

Car wash means a facility or structure used to wash motorcycles, automobiles, vehicles and trucks.

Carport means an opened-sided covering, normally used for automobiles, boats, recreational vehicles, lawn mowers, etc.

Cellar means a building story with more than one-half its height below the average level of the adjoining ground.

Cementitious fiber board means finish wall, soffit, and tile backing material which meet the U.S. HUD material release No. 1263d.

Certificate of occupancy means an official certificate issued by the city through the enforcing official indicating conformance with or approved conditional waiver from the zoning regulations and authorizing legal use of the premises for which it is issued.

Childcare center means a facility licensed, certified, or registered by the Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Civic center means a building or complex of buildings that houses municipal offices and services and which may include cultural, convention and/or entertainment facilities owned and/or operated by a governmental agency.

Clinic, medical or dental, means a facility or station designed and used for the examination and treatment of persons seeking medical/dental care as outpatients who do not remain on the premises overnight.

College/university means an institution established for educational purposes offering courses of study beyond the secondary education level, but excluding trade and commercial schools.

Commercial means a land use or other activity involving the sale of goods or services for financial gain.

Commission means the city planning and zoning commission.

Community center means a building dedicated to social and/or recreational activities.

Community home means a facility as prescribed in Chapter 123 of the Texas Human Resources Code as amended.

Concrete masonry units means highly textured finished concrete units, such as split face, indented, hammered, fluted, ribbed or similar architectural finish meeting the latest version of the following applicable specifications; ASTM Standard C90, Standard Specification for Hollow Load Bearing Concrete Masonry Units. ASTM C129, Standard Specification for Solid Load Bearing Masonry Units are not to be used for exterior application.

Concrete panel construction means concrete finish, pre-cast panel or tilt wall construction shall be fluted or exposed aggregate.

Condominium means a form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of the portions. Real property is a condominium only if one or more of the common elements are directly owned in undivided interests by the unit owners. Real property is not a condominium if all of the common

elements are owned by a legal entity separate from the unit owners, such as a corporation, even if the separate legal entity is owned by the unit owners.

Construction yard, temporary, means a storage yard or assembly yard for building materials and equipment directly related to a construction project and subject to removal at completion of construction and subject to same restrictions as field/sales offices.

Contractor's shop or storage yard, temporary, means a facility where a contractor temporarily stores products and equipment to be used on a project or development site.

Continuing care facility means a place as defined in the Texas Continuing Care Facility Disclosure and Rehabilitation Act codified as Chapter 246 of the Texas Health and Safety Code in which a person provides board and lodging, together with personal care services and nursing services, medical services, or other health-related services, regardless of whether the services and lodging are provided at the same location, under an agreement that requires the payment of a fee and that is effective for the life of the individual or for a period of more than one year, such individual or individuals being cared for not being related by consanguinity or affinity to the person providing the care.

Convenience store means a retail establishment providing for the sale of food items, nonprescription drugs, small household items, gasoline and diesel fuel, and gifts and containing areas for storage and administrative offices.

Country club, private, means land and buildings customarily containing a golf course and a clubhouse and available only to specific private membership; such a club may contain adjunct facilities such as private club, dining room, swimming pool, tennis courts, and similar recreational or service facilities.

Court means an open, unoccupied space, bounded on more than two sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building. An outer court is a court having one side open to a street, alley, yard or other permanent space.

Daycare center means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

Depth of lot means the mean horizontal distance between the front and rear lot lines.

Depth of rear yard means the mean horizontal distance between the rear line of a building other than an accessory building and the rear lot line except as modified in the text of any section in this chapter.

Development means a newly constructed or erected buildings or structures to a lot, relocated buildings or structures onto another lot, or the use of open land for a new or different use. To "develop" is to create a development.

District means a section of the city for which the zoning regulations governing the area, height of buildings, the size of yards, the intensity or use of the land and buildings are uniform.

Dry cleaning or laundry shop means a custom cleaning/laundry shop or a pick up station.

Duplex means a building designed for occupancy by two families living independently of each other within separate units which have a common wall and are under one roof on a single platted lot having separate accommodations.

Dwelling unit means a building or portion thereof designed exclusively for residential occupancy, including one-family, two-family, and multiple-family dwellings, but excluding buildings designed and used as hotels, boardinghouses, roominghouses, motels, tent, trailer, mobile home, manufactured home, motor home, travel trailer or a recreational vehicle.

Dwelling unit/residential use means a building or portion thereof designed exclusively for residential occupancy, including one-family, two-family, and multiple family dwellings, but excluding buildings designed and used as hotels, boarding houses, rooming houses, motels, tent, trailer, mobile home, manufactured home, motor home, travel trailer or a recreational vehicle.

Educational facility/classroom means a facility or classroom(s) primarily for teaching or learning activities. Educational facilities are found in educational institutions of all kinds, including, but not limited to, public and private schools, home schools, specialized technical training, corporations, and religious and humanitarian organizations. The classroom attempts to provide a safe space where learning can take place uninterrupted by other distractions.

Exterior insulation and finish system (EIFS) means a polymer-based laminate that is wet-applied, usually in two coats, to rigid insulation board that is fastened to the wall with adhesive, mechanical fasteners, or both. Polymer based (PB) systems, sometimes known as thin coat, soft coat, or flexible finishes, are the most common.

Family means an individual or group of two or more persons related by blood, marriage, adoption or guardianship including foster children, exchange students, and servants together with not more than two additional persons not related by blood, marriage or adoption to the previously identified individual or group, living together as a single housekeeping unit in a dwelling unit or a Family Home for the Disabled as defined by the Community Homes for Disabled Persons Location Act, V.T.C.A., Human Resources Code ch. 123., as it presently exists or may be amended in the future, but not including household care or rehabilitation care facilities.

Feed and farm supply means an establishment for the selling of food stuffs for animals and including implements and goods related to agricultural processes but not including farm machinery.

Field or sales office means a building or structure, of either permanent or temporary construction, used in connection with a development or construction project for display purposes or for housing temporary supervisory or administrative functions related to development, construction or the sale of real estate properties within the active development or construction project.

Flood hazard area means an area of land subject to inundation by a 100-year frequency flood, as shown on the city floodplain map.

Floor area means the total square feet of floor space within the outside dimensions of a building including each floor level, but excluding cellars, carports, garages or porches.

Floor area ratio means the ratio of total building floor area to lot area.

Florist means an establishment displaying and selling plants, flowers, floral supplies, and similar items.

Food or grocery store means stores where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offers other home care and personal care products, and which are substantially larger and carry a broader range of merchandise than convenience stores.

Fraternal organization/lodge/civic club means an organized group having a restricted membership and specific purpose related to the welfare of the members.

Game room means a building, facility or other place that is open to the public and that contains three or more operational amusement redemption machines.

Garage sale means the sale of items normally accumulated by a household.

Garden center, retail sales, means location including land and buildings at which plants, trees, shrubs, horticultural supplies, and similar items are displayed for sale to the general public. *Gas metering station* means facility at which natural gas flows are regulated and recorded.

General professional means businesses that are currently allowed, but not limited to the uses listed in the permitted use chart. Any business not listed herein shall only be authorized through a Specific Use Permit.

Glass walls means glass curtain walls or glass block construction. Glass curtain wall shall be defined as an exterior wall which carries no structural loads, and which may consist of the combination of metal, glass, or other surfacing material supported in a metal framework and has less than 25 percent reflectance.

Golf course or driving range means an area improved with trees, greens, fairways, hazards and which may include clubhouses.

Government or institutional buildings includes government-owned administration buildings and offices; fire stations; public safety and criminal justice system facilities; military installations; cemeteries; and similar uses of a governmental, public service or public institutional nature.

Greenhouse or plant nursery, commercial, means a place, often including artificially heated and/or cooled buildings, where trees or plants and supplies are raised and/or sold including related storage of equipment for residential and commercial landscaping.

Guest house means living quarters within a detached accessory building located on the same premises with the main building, for use by temporary guests (six consecutive months or less) of the occupants of the premises, having kitchen and bathroom facilities, and not rented or otherwise used as a separate dwelling. (Other common names are mother-law-house, pool house, etc.)

Gymnastic or dance studio means an establishment providing for activities, services and instruction for the entertainment, exercise and improvement of physical fitness and technique of dance.

Handcraft shop means a specialty retail shop that supplies items necessary for arts and projects created by hand (e.g., weaving, needlepoint, wood work; stain glass work; porcelain, etc.).

Health club or gymnasium means a service establishment where athletic facilities such as handball, swimming, track, exercise devices, etc., are provided and may in addition include a whirlpool, sauna or massage service for members who shall register each time they utilize the club.

Height means the vertical distance of a building measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to:

(1) The highest point of the roof's surface if a flat surface;

(2) The deck line of mansard roofs; or

(3) The mean height level between eaves and edge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten feet. If the street grade has not been officially established, the average front yard grade shall be used for a base level.

Home occupation means an occupation or activity carried on in the home by a member of the occupant's immediate family, residing on the premises.

Home occupation means an occupation or activity carried on in the home by a person residing on the premises, which occupation is clearly incidental and secondary to the use of the premises for residential purposes.

Hospice means a person licensed under this chapter to provide hospice services, including a person who owns or operates a residential unit or an inpatient unit.

Hospice services means services, including services provided by unlicensed personnel under the delegation of a registered nurse or physical therapist, provided to a client or a client's family as part of a coordinated program consistent with the standards and rules adopted under chapter 246 of the Texas Health and Safety Code. These services include palliative care for terminally ill clients and support services for clients and their families that:

(1) Are available 24 hours a day, seven days a week, during the last stages of illness, during death, and during bereavement;

(2) Are provided by a medically directed interdisciplinary team; and

(3) May be provided in a home, nursing home, residential unit, or inpatient unit according to need. These services do not include inpatient care normally provided in a licensed hospital to a terminally ill person who has not elected to be a hospice client.

Hospital, general means an institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.

Hospital, rehabilitation means an establishment that offers services, facilities, and beds for more than 24 hours for two or more unrelated individuals who are regularly admitted, treated, and discharged and who require services more intensive than room, board, personal services, and general nursing care; has clinical laboratory facilities, diagnostic x-ray facilities, treatment facilities, or other definitive medical treatment; has a medical staff in regular attendance; and maintains records of the clinical work performed for each patient.

Household appliance service and repair means the maintenance and rehabilitation of appliances customarily used in the home including but not limited to washing and drying machines, refrigerators, dishwashers, trash compactors, ovens and ranges, kitchen appliances, and vacuum cleaners.

IBC means the International Building Code.

Ice cream truck means a commercial vehicle which serves as a traveling retail outlet selling frozen treats exclusively.

Insulated architectural metal panels means two single skin metal panels and a foamed-in-place core. The foam insulation is made of non-chlorofluorocarbon (nonOCFC) polyisocyanurate foam. Panels are installed with concealed clips.

Kennel means any lot or premises on which three or more dogs, cats or other domestic animals more than four months of age are housed or accepted for boarding, breeding, training, selling, grooming and/or bathing for which remuneration is received.

Kiosk, exterior means a small, free-standing, one story, manned or unmanned structure used for retail purposes.

Laboratory, medical or dental, means facilities for testing and analyzing medical/dental related problems. The term "medical or dental laboratory" includes, but is not limited to, research, including laboratories, experimental equipment, and operations involving compounding or testing of materials or equipment.

Library means any institution for the loan or display of books, tapes, objects of art or science which is sponsored by a public or responsible quasi-public agency and which institution is open and available to the general public.

Lot means an undivided tract or parcel of land under one ownership having frontage upon a public street or officially approved right-of-way or other approved access, either occupied or to be occupied by a building or building group, together with accessory buildings, and used together with such yards and other open spaces as are required by this chapter, which parcel of land is designated as a separate and distinct tract and is identified by a tract or lot number or symbol in a duly approved subdivision plat of record.

Lot, corner, means a lot abutting upon two or more streets at their intersection or upon two parts of the same street forming an interior angle of less than 135 degrees. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the city.

Lot, double frontage means any lot, not a corner lot, with frontage on two streets that are parallel to each other or within 45 degrees of being parallel to each other.

Lot line means the line bounding a lot as defined herein.

Lot line, front, means that boundary of a building lot which is the line of an existing or dedicated street. Upon corner lots either street line may be selected as the front lot line providing a front and rear yard are provided adjacent and opposite, respectively, to the front lot line.

Lot line, rear, means that boundary of a building lot which is most distant from or is most nearly parallel to the front lot line.

Lot line, side, means that boundary of a building lot which is not a front lot line or a rear lot line.

Lot of record means a lot which is part of a subdivision, a plat of which has been recorded in the office of the county clerk; or a parcel of land the deed for which is recorded in the office of the county clerk prior to the adoption of the ordinance from which this chapter is derived.

Lot or building site means land occupied or to be occupied by a building and its accessory building, and including such open spaces as are required under this chapter, and having its principal frontage upon a public street or officially approved right-of-way or other approved access.

Lot width means the width of a lot at the front building line.

Manufactured home (HUD Code) means a structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent foundation when connected to the required utilities, and includes plumbing, heating, air conditioning, and electrical systems. All references in this chapter to manufactured housing or manufactured home shall be references to HUD Code manufactured housing, unless otherwise specified. The term "manufactured home" does not include a recreational vehicle as that term is defined by 24 CFR 3282.8(g).

Manufactured home (HUD Code) park means any tract of land, under single ownership, of not less than one-half acre and not more than ten acres, approved for occupancy by manufactured homes and accessory structures.

Manufactured home (HUD Code) subdivision means a tract of land of not less than two acres to be used as a location primarily for owner-occupied HUD Code manufactured homes and which has been final platted of record in its entirety in accordance with chapter 30 for occupancy primarily by HUD Code manufactured housing and modular housing.

Masonry construction means all construction of stone material (including artificial stone), hard fired brick material, concrete masonry units, rock or other materials of equal characteristics laid up unit upon unit set and bonded to one another in mortar. It shall not include concrete masonry units commonly referred to as plain smooth concrete block.

Massage establishment means any place of business in which massage therapy is practiced by a massage therapist, as defined by state law. Equivalent terms for massage therapy are massage, therapeutic massage, massage technology, myotherapy, or any derivation of those terms. The term "massage establishment" does not include, however, duly licensed beauty parlors and barbershops or a place wherein registered physical therapists treat only patients recommended by a licensed physician and operate only under such a physician's direction.

Medical supplies (sales or service) means the sale and service of medical devices, medical equipment, laboratory equipment, diagnostic products and over-the-counter health related products.

Metal dealer, crafted precious means a place of business in which a person engages in the business of purchasing and selling crafted precious metals, including jewelry, silverware, art objects, or any other thing or object made in whole or in part from gold, silver, platinum, palladium, iridium, rhodium, osmium, ruthenium, or their alloys, including coins and commemorative medallions, under terms and conditions found in V.T.C.A., Occupations Code § 1956.051.

Metal walls means profiled panels, deep ribbed panels and concealed fastener systems. Exterior finish shall be film laminated or baked on enamel painted to the wall manufacturer's standards.

Mobile home means a structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

Mobile food vendor means a mobile venue selling food or beverage including catering trucks, food trucks or food carts, mobile kitchens, or mobile canteens regulated by the Texas Department of State Health Services.

Mobile vendor (non-food) means any structure or vehicle on wheels or capable of being towed, or a temporary structure, used for the purpose of providing goods or services, for sale or otherwise.

Modular housing means industrialized home (single-family, also called modular prefabricated structure or modular home).

(1) Is a residential structure that is:

- a. Designed for the occupancy of one or more families;
- b. Constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site; and
- c. Designed to be used as a permanent residential structure when the module or the modular component is transported to the permanent site and erected or installed on a permanent foundation system.

(2) Industrialized housing includes the structure's plumbing, heating, air conditioning, and electrical systems.

(3) Industrialized housing does not include:

- a. A residential structure that exceeds three stories or 49 feet in height;
- b. Housing constructed of a sectional or panelized system that does not use a modular component; or
- c. A ready-built home constructed in a manner in which the entire living area is contained in a single unit or section at a temporary location for the purpose of selling and moving the home to another location.

Motel, motor hotel or motor lodge means a building or group of buildings designed for and occupied as a temporary dwelling place, providing four or more room units for compensation. Units provided for the customers and where the operation is supervised by a person in charge at all hours. A motel, motor hotel, or motor lodge may incorporate restaurants, clubrooms, banquet halls, ballrooms and meeting rooms as accessory uses.

Multiple-family residence means any building or portion thereof which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or place of residence by three or more families living in independent dwelling units.

Museum or art gallery means an institution for the collection, display and distribution of objects of art or science and which is sponsored by a public or quasi-public agency and which facility is open to the general public.

Newspaper printing means paper that is printed and distributed usually daily or weekly and that contains news, articles of opinion, features, and advertising.

Nonconforming building or use means a building, structure or use of land lawfully occupied at the time of the effective date of the ordinance from which this chapter is derived or

amendments thereto, and which does not conform to the use regulations of the district in which it is located.

Nursery school/kindergarten means a childcare facility offering a program four hours or less per day for children who have passed their second birthday but who are under seven years old.

Occupancy means the use or intended use of the land or buildings by proprietors or tenants.

Off-street parking space means an area for the temporary storage of an automobile which shall be permanently reserved for such purpose and which shall not be within or on any public street, alley or other right-of-way.

Open space means area included in any side, rear or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves, porches and plant material.

Park, playground or recreation center, private, means a privately owned park, playground, open space or building dedicated to recreational activities, maintained by a community club, property owner's association, or similar organization; not open to the public.

Park, playground or recreation center, public, means an open recreation facility, playground, open space or park owned and operated by a public agency and available to the general public.

Parking space means an all-weather surfaced area used for parking a vehicle, not on a public street or alley, together with an all-weather surfaced driveway connecting the area with a street, permitting free ingress and egress without encroachment on the street.

Pawnshop means an establishment where money is loaned on the security of personal property pledged in the keeping of the owner (pawnbroker). The retail sale of primarily used items is also allowed, provided that the sale of such items complies with local, state and federal regulations. The term "pawnshop" has the meaning assigned to it by V.T.C.A., Finance Code ch. 371.

Permeable pavement means that which is made of either a porous material that enables stormwater to flow through it or nonporous blocks spaced so that water can flow through the gaps.

Personal service shop includes, but is not limited to, such uses as tailor/seamstress, shoe repair, barber/beauty salon, tanning salon, nail salon, or travel consultant.

Pervious pavement means that which is designed to allow percolation or infiltration of stormwater through the surface into the soil below where the water is naturally filtered and pollutants are removed.

Pet shop means a retail establishment offering for sale as pets small animals, fish, or birds and/or accessories and where all such creatures are housed within the building.

Pharmacy means a retail establishment where medicines are compounded or dispensed.

Planning and zoning commission means the duly appointed planning and zoning commission of the city.

Plat means a plan of a subdivision of land creating building lots or tracts and showing all essential dimensions and other information essential to comply with the subdivision standards of the city and subject to approval by the city.

Porous pavement means that which creates a paved surface with a higher-than-normal percentage of air voids to allow water to pass through it and infiltrate into the subsoil.

Principal building means a building containing the principal use of the lot.

Print shop means an establishment which reproduces printed or photographic impressions including but not limited to the process of composition, binding, plate making, microform, type casting, press work, and printmaking.

Recreational vehicle means any travel trailer, pickup camper, motor home, camping trailer, tent trailer, or similar vehicle which is designed for human habitation.

Refreshment stand means a food cart, trailer or other temporary structure selling refreshments to be set-up for an extended period of time onsite at a primary permanent commercial establishment.

Rental store means an establishment which offers an array of items such as appliances, furniture, stereo equipment, televisions, etc. at a stated price for a fixed interval of time under a lease or rental agreement.

Respite care means the provision by a facility, licensed under Chapter 252 of the Texas Health and Safety Code, to a person for not more than two weeks for each stay in the facility of:

(1) Room and board; and

(2) Care at the level ordinarily provided for permanent residents.

Facilities providing respite care must meet all requirements under Chapter 252 of the Texas Health and Safety Code and federal law.

Restaurant or cafeteria (dine-in service only) means an establishment operated for the retail sale of meals or refreshments, which is laid out and equipped so as to allow its patrons to be served at tables within the dining area.

Restaurant/cafe, with drive-in or drive thru service means an establishment operated for the retail sale of meals or refreshments, which is laid out and equipped so as to allow its patrons to be served or accommodated while remaining in their automobiles, or which allows the consumption of food or beverages at a table within the dining area.

Rest home or nursing home means a place of residence or care for persons suffering from infirmities of age or illness where care is provided on a prolonged or permanent basis. The term "rest home" or "nursing home" includes a convalescent home.

Retail shops or stores means an establishment offering all types of consumer goods for sale, not elsewhere classified, but excluding the display and sale in the open outside a building of new or used automobiles, heavy machinery, building materials, used appliances, furniture, or salvage materials.

Retirement housing means a development providing dwelling units specifically designed for the needs of ambulatory or retired persons.

Room means a building or portion of a building which is arranged, occupied, or intended to be occupied as living or sleeping quarters, but not including toilet or cooking facilities.

School, primary or secondary, means an institution of learning which offers instruction in the several branches of learning and study required by the Education Code of the state but not

including specialty schools such as dancing, music, beauty, mechanical, trade, or commercial schools.

School, trade or commercial, means establishments, other than public or parochial schools, private primary and secondary schools or colleges, offering training or instruction on a trade, art, or occupation.

Secondhand store, furniture or clothing, means an establishment offering for sale used merchandise, with the storage and display of such items wholly contained inside a building or structure.

Self-storage, mini-warehouse, means a facility designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

Servant's/caretaker's/guard's residence means an accessory building or a portion of an accessory building located on the same lot or grounds with the main building, or a portion of the main building, containing not more than one kitchen and used as living quarters for a person or persons employed on the premises for not less than 50 percent of his/her actual working time, and not otherwise used or designed as a separate place of abode.

Service yard of governmental agency means an area for the servicing and storage of vehicles or other property of a governmental agency.

Setback means the minimum distance as identified in this chapter between the walls of any projection of the building, excluding steps and unenclosed porch, and the front, rear and side lot lines, and extending across the full width of the lot, on which no building or structure may be erected.

Sewage pumping station means a facility for pumping sewage.

Sewage treatment plant means a facility for receiving and treating sewage from an approved sewer system.

Shopping center means a group of primarily retail and service commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on site, provision for goods delivery separated from customer access, provision of aesthetically appropriate design and protection from the elements.

Shops, office, storage area of public or private utility means the pole yard, maintenance yard, and/or administrative offices of a municipality or franchised utility.

Sight triangle means a triangle-shaped area adjacent to the intersection of two streets, formed by two lines extending 25 feet from the pavement intersection.

Single-family dwelling, attached, means a dwelling that is part of a structure containing three or more dwellings, each designed and constructed for occupancy by one family, with each dwelling unit attached by a common wall to another with a minimum length of attachment of 20 feet, in which each dwelling is located on a separate platted lot.

Single-family dwelling, detached means a detached building designed exclusively for occupancy by one family, excluding manufactured housing.

Stadium or play field, public, means an athletic field or stadium owned and operated by a public agency for the general public including a baseball field, golf course, football field or stadium which may be lighted for nighttime play.

Stone material means granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all weather stone. Cut stone, dimensional stone, cast stone, and cultured stone are acceptable. Stone may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of three and five eighths inches when applied as a veneer.

Story means that portion of a building, other than a basement or cellar, included between the surface of any floor and the surface of the floor next above it or, if there is no floor above it, then the space between the floor and the ceiling next above it. For the purpose of construing height requirements, the standard height for a story shall be 11 feet, six inches.

Street, public, means any thoroughfare or public driveway, other than an alley, more than 30 feet in width, which has been dedicated or deeded to the public for public use. The term "thoroughfare," as used herein, shall be deemed to have the same meaning as the term "street, public."

Street, private, means any thoroughfare or driveway, which has not been dedicated or deeded to the public for public use.

Street line means a dividing line between a lot, tract or parcel of land and a contiguous street; the right-of-way.

Structure means anything constructed, built, or erected.

Stucco means a three step hard coat Portland cement plaster applied to masonry or concrete walls or on a metal lath attached to frame construction, solid masonry or concrete construction.

Studio, artist, musician or photographer, means the working place of a painter, sculptor, musician, or photographer.

Studio, radio/television, means a place maintained and equipped for the transmission or making of radio or television programs.

Swimming pool, commercial/public, means a swimming pool with accessory facilities, part of the facilities which are available to the general public for a fee.

Swimming pool, private or HOA, means a swimming pool constructed for the exclusive use of the residents of a single-family, two-family or apartment dwelling or neighborhood.

Taxidermist means an establishment that prepares, stuffs, and mounts the skins of animals and especially vertebrates.

Telephone exchange station means a switching or transmitting station owned by a public utility but not including business offices, storage, or repair shops or yards.

Temporary field office or construction yard or office means a structure of shelter used in connection with a development or building project for housing on the site of temporary administrative and supervisory functions and for sheltering employees and equipment.

Townhouse means a single-family dwelling unit on an individual lot which is a series of dwelling units having one or two common side walls with the other units in the series.

Trailer, travel trailer, cattle trailer, utility trailer, etc., means a vehicle designed to be drawn by another vehicle, attached to the towing vehicle or used in conjunction with a motor vehicle. Used for transporting property, passengers, animals, etc., wholly on its own structure.

Use means the classification of the purpose or activity for which land or buildings are designated, arranged, intended, occupied or maintained.

Vehicle storage facility (VSF) means a garage, parking lot, or any facility owned or operated by a person, other than a governmental entity, for storing or parking ten or more vehicles, without the consent of the owners of the vehicles.

Veterinary clinic means a facility or station designed and used for the examination and treatment of disease and injury in animals and especially, but not limited to domestic animals. A veterinary clinic may also offer boarding services to accommodate animals.

Water pumping station or well means a facility for the ground storage and transmission of water.

Water storage, elevated, means an elevated tank used as a reservoir for maintaining pressure in a water system.

Water storage, ground, means a water storage facility for the storage of water at ground level.

Water treatment plant means a facility purifying, supplying, and distributing public water.

Wholesale means the sale of goods, merchandises, services and/or commodities for resale by the purchaser and does not offer retail sales to the general public.

Yard means an open space, other than a court, on the lot in which a building is situated and which is not obstructed from a point 40 inches above the general ground level of the graded lot to the sky, except as provided for roof overhang and similar special architectural features and plant material.

(1) *Yard, front*, means an open, unoccupied space on a lot facing a street extending across the front of a lot between the side lot lines and from the main building to the front lot or street line with the minimum horizontal distance between the street line and the main building line as specified for the district in which it is located.

(2) *Yard, rear*, means an open, unoccupied space, except for accessory buildings as herein permitted, between the building and the rear lot line and extending across the rear of a lot from one side lot line to the other side lot line.

(3) *Yard, side*, means an open, unoccupied space on one side or two sides of a main building and on the same lot with the building, situated between the building and a side line of the lot and extending through from the front yard to the rear yard. Any lot line not designated as the rear line or front line shall be deemed a side line.

Zero lot line means a single-family dwelling that is built adjacent to one side property line.

Zoning district map means the official certified map upon which the boundaries of the various zoning districts are drawn.

EXHIBIT "B"

Sec. 38-302. - Permitted use charts.

Exhibit B

Sec. 38-302. Permitted use charts.

(a) *Key to tables.* The following shall be the key to the tables in subsections (b) through (h) of this section:

Legend

Symbol	Definition
P	Use is permitted in district indicated
S	Use is permitted in district indicated upon approval of specific use permit
(none)	Use is prohibited in district indicated

(b) *Accessory and incidental uses.*

RA	R-1	R-2	MH	Type of Use:	GP	C-1	C-B	C-2	I	H	PI
P	P	P	P	Accessory Building to Main Use		P	P	P	P		P
P	P	P	P	Carport		P	P	P	P		P
P	P	P	P	Home Occupation		P	P			P	
P	P	P	P	Field/Sales Office		P	P	P	P	P	

(c) *Residential uses.*

RA	R-1	R-2	MH	Type of Use:	GP	C-1	C-B	C-2	I	H	PI
P	S	P		Bed and Breakfast		P	P			S	
		S		Bed and Breakfast with Event Facilities		S	S	S		S	
		P	S	Boarding/Rooming House		S					
		S	S	Cabin or Cottage (Rental)							
		P		Condominiums/Townhouses		P	P			S	
		P		Continuing Care Facility		P	S				
P	P	P		Guest Home		S	S			S	
			P	Manufactured Home HUD Code							
			P	Manufactured Home Park							
			P	Manufactured Home Subdivision							
				Motel/Motor Hotel/ Motor Lodge/Hotel		S	P	P			
		P		Multi-family Residence/Dwelling		P	S				
		S	P	Recreational Vehicle/Motor Vehicle Park		S		S			
				Residential Use in Buildings with Non-Residential Uses Permitted in the District	P	P	P	S	S	P	S

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		P		Retirement Housing/Assisted Living		P	P				
P	P	P	P	Servant's, caretaker or Guard Residence		P	P	P	P	P	
P	P	P		Single Family Dwelling Attached		P	P			P	
P	P	P		Single Family Dwelling Detached		P	P			P	
P	P	P	P	Single Family Modular Home		P	P			P	
	S	P	P	Duplex/Two Family Townhomes		P	P			P	

(d) Educational, institutional and special uses.

RA	R-1	R-2	MH	Type of Use:	GP	C-1	C-B	C-2	I	H	PI
S	S	S		Adult Daycare Facility		P	P				
P	P	P	P	Agricultural Related Uses (Farm, Ranch, Orchard, Livestock)***		P	P	P	P		P
S				Animal Shelter					P		S
				Archery Range, Indoor		P	P	P	P		
S				Archery Range, Outdoor		S	S	P	P		
				Armed Services Recruiting Center	P	P	P	P	P		
S	S	S	S	Places of Assembly		P	P	P	S	S	P
S				Athletic Fields		S	S	P			S
				Barber/Beauty College (barber or cosmetology school or college)		P		P	P		S
S	S	S	S	Cemetery/ Mausoleum		S	P	P	P		S
S	S	S	S	Childcare Center		P	P	S	S		
				Civic Center		S	P	P	P		P
				College/University		P	P	P	P		S
P	P	P	P	Community Building (associated with residential uses)							
P	P	P	P	Community Home	P	P	P	P	P	P	
S	S	S	S	Community Center		P	P	P	S		P
S	S	S	S	Country Club, Private			P	P			
				Dance Hall/Dancing Facility		P	S	P	P		
P				Day Camp		P		P			
		S	S	Daycare		P	P	P	P	P	
S				Exhibition Area/Fairgrounds		S	S	P	P		S
P	P	P	P	Family Home Adult Care		P					

P	P	P	P	Family Home Child Care		P					
S				Farmers Market		S	P	P		S	S
S	S	S		Fire Station or Public Building		P	P	P	P	P	P
				Fraternal Organization		S	S	P	P		
S				Golf Course/Driving Range		S	S	P	P		P
P	P	P	P	Government/Institutional Building		P	P	P	P	P	P
S				Greenhouse/Plant Nursery(no retail sales on site)		S	S	P	P		
S				Gun/Shooting Range (indoor)		S	S	P	P		
				Health Club/ Gymnasium		P	P	P	P		
		P		Hospice		P	P				
P	P	P	P	Hospital		P	P	P	P		
P	P	P	P	Hospital, rehabilitation		P	P	P	P		
P				Kennel/Stable/Animal Boarding/Housing		S	S	P	P		
				Laboratory, Medical/Dental, Scientific or Research		S	P	P	S		
		S		Library		P	P	P			P
				Museum/Art Gallery	S	P	P	P	S		
				Nursery School/ Kindergarten		P	P	P	S		P
P	P	P	P	Park/Playground, Private		P	P	P	P	P	P
	P	P	P	Park/Playground, Public		P	P	P	P	P	P
		P		Respite Care Facility		P	P			P	
		P		Rest Home/Nursing Home		P	P				
S				Rodeo Arena and Grounds			S	P	P		
				School, Trade/ Commercial			P	P	P		S
S	S	S	S	School; Primary/Secondary		S	P	P	P		P
S	S	S	S	Stadium/Play Field, Public		S	P	P	P		P
				Swimming Pool Commercial		P		P	P		P
P	P	P	P	Swimming Pool Private or HOA	P	P					P
P	P	P	P	Swimming Pool Public		P	P	P	P	P	P

(e) *Transportation, utility and communications.*

RA	R-1	R-2	MH	Type of Use:	GP	C-1	C-B	C-2	I	H	PI
				Airport/Landing Field			S	S	P		
				Aircraft Support and Related Services				P	P		
				Ambulance Service (private)		P	P	P	P		
				Communication Equipment (installation and/or repair)				P	P		

S				Compressor Stations, Related to Gas Well Drilling				S	S		
				Electrical Generating Plant					P		
S	S	S	S	Electrical Substation		S	S	P	P		P
S	S	S	S	Franchised Utility (Public or Private)		S	S	P	P		P
S				Gas Metering Station				P	P		
				Heliport or Helistop			P	P	P		
				Landfill					S		
		P	P	Recycling Bins		P	P	P	P		
				Recycling Facility (Sorting & Storage)					P		
S				Service Yard of Government Agency		S	S	P	P		P
P	P	P	P	Sewage Pumping Station		P	P	P	P		P
P				Sewage Treatment Plant			S	S	P		P
S				Shops/Office/ Storage Area of Public/Private Utility		P	P	P	P		P
P	P	P	P	Solar Energy System	P	P	P	P	P	P	P
S	S	S	S	Telephone Exchange Station		S	P	P	P		
P	P	P	P	Water Pumping Station/Well/ Storage		P	P	P	P		P
S				Water Treatment Plant			S	S	P		P
P	P	P	P	Wind Energy System	P	P	P	P	P	P	P

(f) *Automobile and related service uses.*

RA	R-1	R-2	MH	Type of Use:	GP	C-1	C-B	C-2	I	H	PI
				Auto Defensive Driving Classes		P	P	P			
				Auto Driving School (including defensive driving)		P	P	P	P		
				Auto Glass Repair/Tinting		P		P	P		
				Auto Interior Shop/Upholstery		S		P	P		
				Auto Leasing/Rental		P	P	P	P		
				Auto Paint & Body Shop				P	P		
				Auto Muffler Shop				P	P		
				Auto Parts Sales		S	P	P	P		
				Auto Repair/Service Station		S	S	P	P		
				Auto Sales (New and Used)		S	P	P	P		
				Auto Wrecking Yard/ Salvage Yard				S	P		
				Battery Charging Station		P	P	P	P		

				Bus Barns or Lots				P	P		S
				Bus Passenger Stations		P	P	P	P		
				Car Wash (self service; automated)		S	P	P	P		
				Car Wash (full service detail shop)		S	P	P	P		
				Filling Station (fuel tanks must be underground)		S		P	P		S
				Heavy Machinery Sales & Service		S	S	P	P		
				Motorcycle/ATV Sales & Service		S	P	P	P		
				Parking Lot/Parking Garage		S	P	P	P		P
				Quick Oil Change Facility		P	P	P	P		
				Tire Dealer		S	P	P	P		
				Trailer Sales/Rental		S	P	P	P		
				Truck and Bus Repair and Leasing				P	P		
				Truck and/or Equipment Storage Yard/Lot				S	P		
				Truck Sales			P	P	P		
				Truck Stop with Fuel and Accessory Services				P	P		
				Truck/Motor Freight Terminal			P	P	P		
				Vehicle Storage Facility				P	P		

(g) Office, retail, commercial and service type uses.

RA	R-1	R-2	MH	Type of Use:	GP	C-1	C-B	C-2	I	H	PI
				Amusement, Commercial		S	P	P	P		
				Amusement, Outdoor/ Amphitheater		S		P	P		
				Animal Grooming Shop		P	P	P			
				Answering and Message Services	P	P	P	P	P		
				Antique Shop		P	P	P	S		
				Appliance Sales, Service & Repair (No outdoor storage)		P	P	P	P		
		P		Arcade		P	P	P	P	P	
				Arts & Crafts/Handcraft Store		P	P	P	P	P	
				Auction (Not to Include Auto/Truck/Trailer)			S	P	P		
				Bakery & Confectionery, Retail Sales		P	P	P	P		

			Bank/Savings & Loan/Credit Union (without drive thru)		P	P	P	P	P	
			Bank/Savings and Loan/Credit Union (with drive-thru)		S	S	P	P		
			Beauty/Barber Shop	P	P	P	P	P		
			Bicycle Sales and/or Repair		P	P	P			
			Billiard or Pool Facility		P	P	P			
			Bingo Facility		P	P	P	P		
S			Blacksmith or Wagon Shop				P	P		
			Boat Sales & Storage				P	P		
			Book Store		P	P	P			
			Brewpub (microbrewery)		P	P	P	P		
			Building Materials		S	P	P	P		
			Carpet Cleaning Establishment		P	P	P	P		
			Caterer		P	P	P	P	P	
			Check Cashing Service		P	P	P	P		
			Clinic Dental	P	P	P	P	P		
			Clinic Emergency/Urgent Care	S	P	P	P	P		
			Clinic Medical	P	P	P	P	P		
			Coffee Shop (without drive thru)		P	P	P	P	P	
			Coffee Shop (with drive thru)		S	S	P	P	P	
			Computer and Electronic Sales		P	P	P	P	P	
			Computer Repair		P	P	P	P	P	
			Confectionery Store (retail)		P	P	P	P	P	
			Convenience Store		P	P	P	P	S	
			Convenience Store With Gas Sales		S	P	P	P		
			Convenience Store with Drive Thru		S	S	P	P		
			Credit Agency		P	P	P	P		
			Dry Cleaning/Laundry, Pick-Up & Drop-Off Only		P	P	P	P		
			Dry Cleaning/Laundry, with drive thru		S	S	P	P		
			Drug Store/Pharmacy		P	P	P	P		
			Drug Store/Pharmacy with Drive Thru		S	S	P	P		
			Exterminator Service		P	P	P	P		
S			Feed & Farm Supply		P	P	P	P		
S			Flea Market		S	S	P	P		
			Florist		P	P	P	P		
			Food/Grocery Store		P	P	P	S		
			Furniture Sales (Indoor)		P	P	P	P	P	
S			Game Processing				P	P		
			Game Room				P	P		

				Garden Center, Retail Sales		P	P	P	P		
				General Merchandise Store		P	P	P	P		
				Gymnastic/Dance Studio		P	P	P	P		
				Handcraft Shop		P	P	P	P	P	
				Health Club (physical fitness; indoors only)		P	P	P	P		
P	P	P	P	Ice Cream Truck	P	P	P	P	P	P	
				Kiosk Exterior (providing a retail service)		P	P	P	P		
				Kiosk Interior		P	P	P	P	P	
S				Live Animal Slaughter House					P		
		S		Laundromat/Washateria (self service)		P	P	P	P		
				Laundromat/Washateria Incidental to Multi-family Housing							
				Limousine/Taxi Service		S	S	P	P		
				Locksmith		P	P	P	P		
				Lumberyard/Building Materials (outside storage yard)		S		P	P		
S				Lumberyard/Building Materials (no outside yard)		P	P	P	P		
				Mail Services/Copy Center		P	P	P	P		
				Maintenance/Janitorial Service		S	S	P	P		
				Maintenance/Janitorial Service (retail sales only)		P	P	P	P		
				Manufactured Home Sales				P	P		
				Martial Arts School		P	P	P	P		
				Medical Supplies/Sales/Service		P	P	P	P	P	
				Metal Dealer, crafted precious		P	P	P	P	P	
				Massage Establishment	P	P	P	P	P	P	
				Metal Dealer - Crafted Precious		P	P	P	P	P	
P				Mobile Food Vendor	P	P	P	P	P	P	
				Mobile Vendor – Non Food					S		
				Monument, Gravestone, Granite or Marble Retail Sales (not fabrication)		P	P	P	P		
				Mortuary/Funeral Home		S	P	P	P		
				Newspaper Printing			S	P	P		
				Offices, Brokerage Services	P	P	P	P	P	P	
				Offices, Computer Programming and Data Processing		P	P	P	P	P	
				Offices, Consulting	P	P	P	P	P	P	
				Offices, Engineering, Architecture, Surveying or Similar	P	P	P	P	P	P	

			Offices, Health Services	P	P	P	P	P	P	
			Offices, Insurance Agency	P	P	P	P	P	P	
			Offices, Private Law Offices	P	P	P	P	P	P	
			Offices, Legal Services Including Court Reporting		P	P	P	P	P	
			Offices, Medical	P	P	P	P	P	P	
			Offices, Real Estate	P	P	P	P	P	P	
			Offices, Security/Commodity Brokers, Dealers, Exchanges, and Financial Services	P	P	P	P	P	P	
			Outside Storage (primary use)					P		
			Pet Shop/Supplies		P	P	P	P		
			Photographic Printing/Duplicating/Copying Shop or Print Shop		P	P	P	P	P	
			Plant Nursery (retail sales/outdoor storage)		P	P	P	P	P	
			Professional Office(s)	P	P	P	P	P	P	
			Pawnshop					P		
			Personal Services	P	P	P	P	P	P	
			Pet Shop		P	P	P	P		
			Pharmacy		P	P	P	P		
			Plumbing/Heating/Refrigeration/Air Conditioning Sales, Service & Supply (No outdoor storage)		P	P	P	P		
			Plumbing/Heating/Refrigeration/Air Conditioning Sales, Service & Supply (outdoor storage)				P	P		
			Portable Building Sales		S	S	P	P		
			Print Shop		P	P	P	P		
			Refreshment Stand		P	P	P	P		
			Rental Store (no outside storage)		P	P	P	P		
			Restaurant/Cafeteria, Dine-In Service Only		P	P	P	P	P	
			Restaurant/Cafeteria, with Drive-In or Drive Through Service		S	P	P	P		
			Retail Shops/Stores		P	P	P	P	P	
			Retail Shops/Stores (drive through service)		S	S	P	S		
			Sand and Gravel Sales (storage and sales)					P		

				Secondhand Store, Furniture/Clothing		P	P	P	P		
				Security Monitoring Company (no outside storage or installation)		P	P	P	P		
				Security Systems Installation		P	P	P	P		
				Sexually Oriented Businesses					S		
				Shoe Repair Shop		P	P	P	P	P	
				Shopping Center		P	P	P	P		
				Studio, Artist/ Photographer	P	P	P	P	P	P	
				Studio Musician	S	P	P	P	P	S	
				Studio, Radio/ Television		S	P	P	P		
				Tailor Shop (see home occupation)	P	P	P	P	P	P	
S				Taxidermist			S	P	P		
				Tattoo or Body Piercing Studio	P	P	P	P	P	P	
				Telemarketing Agency		P	P	P	P		
				Theater Motion Picture (indoor)		P	P	P	S		
S				Theater Motion Picture (drive-in)				P	P		
				Tool Rental Facility		S	P	P	P		
				Travel Agency	P	P	P	P	P	P	
				Veterinarian Clinic, No Outside Pens		P	P	P	P		
				Veterinarian Clinic, Large Animal with Outside Pens		S	S	P	P		
				Movie and Music Rental/Sales		P	P	P	P	P	
		P		Movie Kiosk	P	P	P	P	P	P	

(h) *Manufacturing, storage and warehousing uses.*

RA	R-1	R-2	MH	Type of Use:	GP	C-1	C-B	C-2	I	H	PI
				Bakery Commercial Production				P	P		
				Biomedical Facility				P	P		
				Blooming or Rolling Mills					P		
				Book Binding Facility				P	P		
				Bottling or distribution plant (milk)					P		
				Bottling plant					P		
				Breweries/Distilleries and Manufacture of Alcohol and Alcoholic Beverages			S	P	P		
				Carpentry, cabinet, or pattern shop				P	P		
				Chemical Laboratories (e.g. ammonia, bleaching powder)					P		

				Chemical Laboratories (not producing noxious fumes or odors)				P	P		
				Cold Storage Plant				P	P		
				Concrete or asphalt Mixing Plants (permanent)					P		
				Concrete or asphalt Mixing Plants (temporary)					P		
				Contractor's Office/Sales With Outside Storage Including Vehicles				P	P		
P	P	P	P	Contractor's Temporary On-site Construction Office		P	P	P	P		
				Dry Cleaning Plant/Facility				P	P		
				Electronic Assembly/High Tech Manufacturing				P	P		
				Electroplating Works				S	P		
				Enameling Works					P		
				Flour Mills, Feed Mills, and Grain Processing					P		
				Freight Terminal (when any storage of freight is wholly outside an enclosed building)					P		
				Freight Terminal (all storage of freight in an enclosed building)				P	P		
				Frozen Food Storage for Individual or Family Use				P	P		
				Furniture Manufacture				P	P		
				Galvanizing Works				S	P		
				Game Processing				P	P		
				Grain Elevator					P		
S				Greenhouse Commercial (No Retail Sales)				P	P		
				Heavy Industrial/Manufacturing					P		
				Industrial Laundry				P	P		
				Industrial Park					P		
				Junkyard/Salvage Yard					P		
				Light Industrial/Manufacturing				S	P		
				Machine Shop				P	P		
				Meat or Fish Packing/Storage Plant					P		

				Metal Fabrication Shop				P	P		
S				Mill; Grain/Flour/ Food Products		S	S	P	P		
				Mines & Quarries					P		
				Monument, gravestone, or marble works (manufacture)				P	P		
				Moving or Storage Company				P	P		
				Newspaper Printing				P	P		
				Pipe Sales & Supply			P	P	P		
				Plastic Products Molding/Reshaping				P	P		
				Poultry Processing or Dressing for Commercial Purposes					P		
				Scrap Metal Sales & Storage			S	S	P		
				Self Storage; Mini-warehouse (no outside storage of boats, RVs, and trailers)		S		P	P		
				Self Storage; Mini-warehouse (with outside boat, RV and trailer storage)				P	P		
				Steel Fabrication			S	S	P		
				Storage/Wholesale Warehouse			S	S	P		
				Tire Recapping or Retreading					P		
				Transfer Station (refuse/pick-up)					P		
				Welding Shop				P	P		
				Wholesale Offices and Sample Rooms				P	P		
				Wrecking/Junk/ Salvage Yard					P		

(Ord. No. 120910-01, § 1(ch. 4, § 2), 12-9-2010; Ord. No. 013014-01, § 1(Exh. A), 1-30-2014; Ord. No. 091219-04, § 1(Exh. A), 9-12-2019)

Exhibit "C"

Sec. 38-402. - Off-street parking and loading requirements.

(a) *Purpose.* To secure safety from fire, panic and other dangers; to lessen congestion in the streets; to facilitate the adequate provisions of transportation; to conserve the value of buildings; and to encourage the most appropriate use of land, minimum off-street parking and loading shall be provided as set forth in the schedules and provisions set out in this section.

(b) General parking requirements.

(1) In all zoning districts, off-street parking shall be provided in accordance with this section.

(2) Required parking in residential districts must be located on the same lot or tract as the main use for which the parking is provided.

(3) Required parking in nonresidential districts may be located on the same lot or tract as the main use for which the parking is provided or on a lot or tract in the same zoning district, within 300 feet of the building or structure constituting the main use.

(4) A use lawfully existing on the date of the passage of the ordinance from which this chapter is derived need not provide parking as required by this section. Whenever a building or use constructed or established after the effective date of the ordinance from which this chapter is derived is changed or enlarged in floor area, number of dwelling units, seating capacity or otherwise, to create a need for an increase in the minimum number of required parking spaces, such spaces shall be provided to accommodate the enlargement or change. Existing off-street parking for a nonconforming use may not be reduced below the number of parking spaces required by this section.

(5) If specific requirements for off-street parking result in a fraction of a parking space, the next larger whole number of spaces is required.

(6)

In computing the parking requirements for any building or development with multiple uses, the total parking requirements shall be the sum of the specific parking requirements for each individual use included in the building or development.

(c) Size of space.

(1) Each standard off-street surface parking space shall measure not less than ten feet by 18 feet, exclusive of access drives and aisles, and shall be of usable shape and condition.

(2) Each parking space designed for parallel parking shall have a minimum dimension of eight feet by 22 feet.

(d) Parking area standards.

(1) Required off-street parking shall be on a paved concrete, asphalt, permeable, porous, or pervious pavement parking space surface, or other similar surfaces, as approved by the city administrator or his or her designee, Plastic permeable grids will not be allowed. Except for residential lots greater than one acre in size, all driveways shall be a paved concrete asphalt, permeable, porous, or pervious pavement surface, or other similar surfaces, as approved by the city administrator or his or her designee. All drive approaches shall be a paved concrete or asphalt surface.

(2) All parking lots, parking spaces, fire lanes and pedestrian crosswalks shall be permanently and clearly delineated through the use of striping, buttons, tiles, curbs, barriers, or other approved methods. Nonpermanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space.

(3) Directional arrows shall be provided in all drive lanes and driveways.

(4) To reduce the number of curb cuts and access driveways, the dedication of joint-use, private access driveway easements and cross lot access easements shall be required for all nonresidential development.

(e) *Schedule of off-street parking requirements.*

(1) *Quantities.* Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

(2) *New and unlisted uses.* When a proposed land use is not classified in this section, the parking requirements will be based on the minimum requirements applicable to a similar use which is most closely related to the proposed land use, as determined by the administrative official.

(f) *Handicapped parking requirements.* The number, size and design of parking facilities for handicap parking spaces required must follow the Federal Americans with Disabilities Act and Texas Accessibility Standards. The number of handicap parking spaces required is based on the total number of spaces provided.

(g) *Schedule of off-street loading requirements.*

(1) All nonresidential uses shall provide and maintain off-street facilities for receiving and loading merchandise, supplies and materials within a building or on the same lot or tract. Such off-street loading space may be adjacent to a public alley or private service drive or may consist of a truck berth within the structure. Such off-street loading space or truck berth shall consist of a minimum area of ten feet by 40 feet and the spaces or berths shall be provided in accordance with the following schedule:

EXPAND

(2) Where adjacent to residential uses or zoning districts, off-street loading areas shall be screened from view of the residential uses or districts.

(h) *Stacking requirements for drive-through uses.*

(1) A stacking space shall be an area on a site measuring eight feet by 20 feet with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, or maneuvering area.

(2) All stacking spaces shall be located entirely within the lot and shall be outside of any right-of-way, fire lane or similar access.

(3) For financial institutions with drive-through facilities, each teller window or station, human or mechanical, shall be provided with a minimum of five stacking spaces.

(4) For each service window of a drive-through restaurant, a minimum of eight stacking spaces shall be provided.

(5) For kiosks, a minimum of three stacking spaces for each service window shall be provided.

ORDINANCE NO. 120822-02

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 26 SIGNS, SECTION 26-101.1.- DEFINITIONS; ADDING A DEFINITION FOR THE TERM NEON SIGNS, AND THE TERM HANGING SIGNS; AS WELL AS CHAPTER 26 SIGNS SECTION 26-110.- PERMITTING REGULATIONS; AMENDING SIGN HEIGHT AND TYPE REGULATIONS; AS WELL AS CHAPTER 26 SIGNS SECTION 26-111.- PROHIBITED SIGN TYPES; PROHIBITING NEON SIGNS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 216 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 sign 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 26 which constitutes the City's Sign Ordinance requires a property to have signage 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 amending the above-mentioned sections of the Sign code; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia has recommended approval of the amendments to the Sign Regulations discussed in this ordinance and the proposed amendments are uniform and conforms to the plan and design of the City of La Vernia's Sign Ordinance; and

WHEREAS, the City Council of the City of La Vernia believes the amendments will comply with the standards and purpose of the Sign 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.
Sign Regulations Amended.**

CHAPTER 26-101.1.- DEFINITIONS; of the City of La Vernia's Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit "A"**.

CHAPTER 26-110.- PERMITTING REGULATIONS of the City of La Vernia's Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit "B"**.

CHAPTER 26-111.- PROHIBITED SIGN TYPES of the City of La Vernia's Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit "C"**.

**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 8TH DAY OF DECEMBER 2022.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Lindsey Wheeler, City Secretary
City of La Vernia

Exhibit "A"

Sec. 26-101.1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise. Headings and captions are for reference purposes only and shall not be used in the interpretation of this chapter. In the event of conflicting regulations or definitions thereupon, the stricter definition or regulation shall apply.

Abandoned/obsolete sign means a sign that advertises a product, service, or business no longer available or in operation or not being maintained for a certain period of time as hereinafter described in this chapter.

A-frame means an A-framed style sign, which is typically but not necessarily foldable or collapsible and meant to be easily moved.

Area means:

(1) The entire sign surface within a single contiguous perimeter, excluding support structures. A sign structure with two faces back to back, oriented in opposite directions and separated by not more than three feet, with the same copy on both sides, shall be counted as a single sign.

(2) In cases where a sign is composed only of letters, figures, or other characters, the dimensions used to compute the area are the smallest simple imaginary figure (circle, triangle, rectangle, or other) which fully contains the sign content.

Auxiliary sign means provides information such as hours of operation, delivery instructions, credit cards accepted, restrictions of sale to minors, no soliciting, or beware of dog.

Banner means any sign intended to be hung either with or without frames, possessing colors, characters, letters, illustrations, or ornamentation applied to paper, plastic, fabric, or netting of any kind, supported by wire, rope, webbing, or similar means, or through the grommets of the sign. Except for sail, teardrop, feather or bow banner, which are defined as "sail banner."

Beacons includes any light with a beam directed into the atmosphere or directed at a point which is not on the same property as the light source, or a light with one or more beams that move.

Billboards means all off-premises signs containing at least 200 square feet face area and owned by a person, corporation or other entity that engages in the business of selling the advertising space on the sign.

Changeable copy sign means a sign, or part of a sign, on which content can be changed or rearranged without altering the face or surface of the sign, including but not limited to, a theater marquee or a gasoline price sign.

City of La Vernia, La Vernia, or city means the City of La Vernia, Wilson County, Texas, an incorporated municipality and its associated ETJ.

City designee means the individual selected to carry out a duty or role by the city administrator to enforce and administer this chapter.

Code enforcement officer means the city administrator or designee.

Commercial complex means any property such as a shopping center, office park, or industrial park, which consists of two or more establishments on a single platted lot, or which is designed, developed, and managed as a unit, or are the members of a commercial association which contributes to the joint maintenance and promotional efforts of the center.

Electronic sign means a sign, display or device that exhibits its message, words, letters, numbers, images, symbols, or copy by programmable mechanical or electronic process including, but not limited to LED electronic signs and static electronic displays.

Flag/patriotic means a national, state, church, school flags, or any other flag that constitutes protected noncommercial free speech. A fabric sheet attached at one end to a pole, cable, or rope.

Flashing sign means a message board that is electronically controlled by intermittent light impulses or alternating panels consisting of letters, words, or numerals that can either change sequentially or travel across the display area. Other than time and temperature signs, emergency signs, school zone signs, or other governmental signs.

Freestanding sign means any sign not attached to or part of a building, including, but not limited to, monument signs and self-supported signs.

Hanging sign means a sign that hangs from ceilings, store fixtures, or are attached to walls, and hangs on chains with the ability to sway with the wind. which is attached perpendicular to the wall of a building. They will be those that overhang a sidewalk or other pedestrian walkway and are used to help direct people toward products and services.

Height/ground clearance means the distance from ground level to the bottom of the sign structure, exclusive of structural supports. The ground level is the lower of:

- (1) The existing grade prior to construction of the sign; or
- (2) The newly-established grade after construction, unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height shall be measured from curb level.

Height/maximum means the distance from ground level to the top of the sign structure. The ground level is the lower of:

- (1) The existing grade prior to construction of the sign; or

(2) The newly established grade after construction, unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height shall be measured from curb level.

Historic sign means a sign that is an integral part of the historical character of a landmark building or historic district.

Holiday sign means a temporary display or decoration customarily associated with any national, state, local, or religious holiday or celebration.

Illuminated sign means any sign illuminated in any manner by an artificial light source of any kind, either detached from the sign or a part thereof. Signs that are only incidentally and indirectly illuminated as a result of a lighting plan primarily designed as security lighting or landscape lighting are not illuminated signs.

Monument sign means a sign which is mounted on a base at least as wide as the sign. The opening between the base and the sign must be no greater than two inches.

Moving sign means any sign or part of a sign which is animated or moves.

Neon sign means signs that are electrically lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases.

Nonconforming signs means signs which have been installed prior to the effective date of the ordinance from which this chapter is derived are in use as of the effective date of the ordinance from which this chapter is derived, and which do not conform to this chapter.

Pole/pylon sign means a self-supporting freestanding sign that must adhere to the requirements of construction using durable building materials utilizing but not limited to masonry, stucco, painted pipe, aluminum clad piping or other complimentary materials. Signs larger than 48 square feet in size must be certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.

Portable changeable copy sign means a transportable sign whether on attached wheels or otherwise, of durable construction, skids, legs, or framing, including trailers or truck beds, and searchlights, and which is not designed nor intended to be permanently affixed to a building, other structure, or the ground.

Portable sign a portable sign that only has wheels shall be considered a portable sign.

Poster size enclosure sign means a metal or plastic frame with or without glass or Plexiglas and which can be secured or locked (not to exceed three feet in length, four feet in height, and five inches in depth), and is affixed to the outside of a building, which permits an individual to insert a paper advertisement into the enclosure for outside display and regularly change out the paper display. It is the intent of the city council for such poster size enclosure signs to be similar to the enclosures typically and traditionally used to display movie posters outside of movie theaters.

Premises means a lot or tract within the city or its ETJ, and contiguous tracts in the same ownership, which are not divided by any public highway, street, alley, or right-of-way.

Residential area means any property within the city limits which is zoned for residential use. Any unzoned property within the city limits, or any property within the city's ETJ, which is vacant, in any form of agricultural use, on which a residence is the principal use, and any portion within 200 feet of any such property.

Responsible party means the owner of the property upon which the sign is located, the lessor of the property, and/or the owner of the sign.

Rooftop signs means a sign placed on the roof of a building.

Sail, teardrop, feather, or bow banner means a self-supported wing, feather, blade, cone, or rectangular shaped flag mounted on a flexible pole.

Sign means any medium for visual communication or its structure used or intended to attract the attention of the public.

Single commercial building means a structure containing a single commercial establishment, office, business, school, church, nonprofit organization, charity, or government agency.

Street banner means a banner suspended above a right-of-way.

Temporary sign means any sign, handbill, or poster which is placed to advertise or announce a specific event, or which pertains to a particular event or occurrence, or which is not designed or intended to be placed permanently. Signs shall be removed promptly upon the conclusion of any such sale, event, occurrence or activity.

Trailer sign means a permanent or temporary sign affixed to a trailer. The primary purpose of said display is to attract the attention of the public to the subject matter of the sign rather than to serve the customary identification purpose of said trailer/semi-trailer/tractor trailer.

Variance means written approval to depart from the strict application of the provisions of this chapter.

Vehicular sign means a permanent or temporary sign affixed to a vehicle. The primary purpose of said display is to attract the attention of the public to the subject matter advertised on the sign rather than to serve the customary identification purpose of said vehicle.

Vintage sign means a sign that is representative of events or dates from a period older than 40 years and is for decorative purposes only.

Wall-painted sign means a sign painted directly on the exterior wall of a building

Exhibit "B"

Sec. 26-110. - Permitting regulations.

When determining whether to issue a permit, the following regulations apply:

(1) Signs on property in other than residential areas. All pole, pylon, and facade (wall) signs that exceed 48 square feet must be certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.

a. *Single commercial building.*

1. Signs on the facade and each side of a building shall not exceed 48 square feet, unless they are certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.

2. One pole/pylon sign per premises may be permitted that does not exceed 75 square feet in area. The maximum height of such a sign shall not exceed 25 feet in all zoning districts and areas of the city other than facilities located directly along the US Highway 87 corridor in which a sign shall not exceed 35 feet in height. If the commercial establishment borders two or more streets then only one additional freestanding sign will be permitted on the secondary street, and the square footage of the sign may not exceed the allowable square footage of this subsection (1)a.2 and subsection (1)a.3 of this section.

3. A premises that displays a monument sign in lieu of a pole/pylon sign may increase its size to 100 square feet.

4. One additional freestanding sign not to exceed the allowable square footages described in subsections (1) a.2 and 3 of this section may be permitted for premises with frontages of 140 feet or more.

5. A maximum of two poster-size enclosure signs may be permitted on a single commercial building.

6. Additional signs may be installed if a commercial establishment chooses to reduce the square footage of the other onsite signage so that the total on-site square foot area of all signage does not exceed that authorized by this section.

7. Specifically, for facilities located along the Chihuahua Street corridor (Downtown District,) only monument signs and hanging signs shall be allowed, no other permanent sign types will be allowed.

b. *Commercial complex.*

1. Signs on the facade or on the side of a building identifying the complex may not exceed 48 square feet, unless they are certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.

2. Signs on the facade or on the side of a building identifying a business within a commercial complex may not exceed 48 square feet.

3. Size allowances for pole/pylon signs for commercial complexes:

(i) A commercial complex under five acres in size and having less than 140 linear feet of road frontage may have one pole/pylon sign that does not exceed 25 feet in height has a minimum ground clearance of six feet with the primary complex or anchor tenant identification sign not exceed 75 square feet in size and the individual business signs in the complex sign not to exceed 150 square feet collectively with no one tenant individually exceeding 50 square feet.

(ii) A commercial complex over five acres in size and having 140 linear feet or more of road frontage may have one pole/pylon sign that does not exceed 35 feet in height, has a minimum ground clearance of six feet with the primary complex or anchor tenant identification sign not exceeding 128 square feet in size and the individual business signs in the complex sign not to exceed 250 square feet collectively with no one tenant individually exceeding 50 square feet.

4. If the structure of a freestanding sign (monument or pole/pylon) contains or supports more than one sign, then each sign shall be of the same construction.

5. For businesses with linear road frontages in excess of 140 feet only one additional freestanding sign not to exceed the allowable square footages described in subsection (1) b.3 and 6 of this section is permitted for the site regardless of any amount of additional linear road frontages or additional streets.

6. A premises displaying a monument sign in lieu of a pole/pylon sign cannot exceed 150 square feet in size.

7. For commercial complexes with the front facades of the businesses facing both the primary and secondary streets one additional freestanding sign will be permitted on the secondary street. The freestanding sign is not to exceed the allowable square footages specified in subsection (1) b.3 and 6 of this section. If the orientation of the front facade of the business face neither street then the one additional freestanding sign is allowed and shall not exceed the allowable square footages specified in subsection (1) b.3 and 6 of this section.

8. Industrial parks are permitted to display a monument sign not to exceed 150 square feet or a pole/pylon sign not to exceed 25 feet in height having a minimum ground clearance of six feet with the primary complex or anchor tenant identification sign not exceed 75 square feet in size and the individual business signs in the complex sign not to exceed 150 square feet collectively with no one tenant individually exceeding 50 square feet. The sign must be located at the street intersection access to the industrial park. The name of the industrial park must be included on the sign.

c. *Inflatable signs.* Inflatable signs with a volume no greater than 27 cubic feet may be permitted but may not be displayed for more than 14 days in succession and must be removed no more than three days following any event to which they relate.

d. *Banner signs.*

1. Banners must be kept in good repair throughout the time of their display;

2. No more than one banner may be displayed at any one time at an establishment;
3. Banners may not exceed 24 square feet in area;
4. Banners may not be displayed for more than 14 days in succession and must be removed no more than three days following any event to which they relate. Such banners may not be placed on any site more than six times within a 12-month period;
5. In-premises banners that announce the location or relocation of newly-located or relocated businesses are permitted. The banner may be exhibited no more than 45 days commencing at the time that the temporary banner permit is issued. Such banners may not exceed 24 square feet in area; and
6. Banners for commercial purposes may not face a residential area.

e. *Sail, teardrop, feather or bow banner signs:*

1. *Height and width restrictions.* A sail, teardrop, feather, or bow banner shall have a maximum height of 13.5 feet, and a maximum width (at its widest point) of three feet.
2. *Number.* Two sail, teardrop, feather, or bow banners are allowed per legal business for a single-tenant property. For a multi-tenant property, two sail, teardrop, feather, or bow banners are allowed at any given time. Tenants in multi-tenant property shall be required to obtain the signature of the building's owner as a joint applicant.
3. *Spacing requirements.* Sail, teardrop, feather, or bow banners placed along contiguous streets frontage must be spaced a minimum of 30 feet apart.
4. *Sign placement plan.* A sign placement plan indicating sail, teardrop, feather, or bow banner locations on the property shall be submitted with each permit application.
5. *Setback.* Sail, teardrop, feather, or bow banners shall have a minimum setback of five feet from the property line.
6. *Appearance.* Sail, teardrop, feather, or bow banners must be kept in good repair throughout the time of their display.
7. *Hours of display.* Sail, teardrop, feather, or bow banners shall be placed out-of-doors during business hours for display and returned indoors during off hours.

f. *Electronic signs.* Electronic sign message boards that meet the following criteria are allowable with a permit and are calculated as a portion of the aggregate allowable sign square footage as provided in section 26-110, permitting regulations of this chapter.

1. The electronic sign message board portion of the sign cannot exceed 50 square feet in size.
2. The text or clip art images of the electronic message board can be of multi-color. Video images are prohibited.

3. Each message on an electronic sign message board shall be displayed for at least 20 seconds and a change of the message shall be accomplished within two seconds; a change of the message shall occur simultaneously on the sign face.
4. An electronic sign must contain a default mechanism that freezes the sign in one position if a malfunction occurs and automatically adjusts the intensity of its display according to natural ambient light conditions.
5. Signs may be illuminated but shall have no flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
6. A maximum of 70 percent of the sign face may be devoted to changeable sign copy.
7. Changeable message copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.
8. Any marquee signs that are illuminated by artificial light or projects an electronic message through a changeable copy sign that is within 400 feet of a residence, park, playground, or scenic area as designated by a governmental agency having such authority shall not be lighted between the hours of 10:00 p.m. and 6:00 a.m.
9. Such signs shall not exceed a brightness level of 0.3 foot candles above ambient light. In all zoning districts such signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.
10. Additional requirements may be set forth by the planning and zoning commission and/or

Exhibit "C"

Sec. 26-111. - Prohibited sign types.

The following signs are prohibited within the city or it's ETJ:

(1) *Abandoned/obsolete signs.*

a. A sign that advertises a product, service, or business no longer available or in operation or not being maintained for a period of one year after the cessation of a product, service, or business at said location (or in the case of leased premises, two years after the most recent tenant ceases to operate on the premises) shall be presumed abandoned. Related off-premises signs pertaining to same shall also be presumed abandoned.

b. If a sign is determined to be abandoned and/or obsolete under this chapter by the city designee, sign shall be removed by the owner/lessor of the property. The city may agree with the owner/lessor of the sign or sign structure to remove only a portion of the sign or sign structure.

(2) *Beacons.*

(3) *Billboards.*

(4) *Flashing signs.*

(5) *Illuminated signs (illuminated from the exterior or within).* Signs that are illuminated in such a manner, to such intensity, or without shielding, so as to constitute a hazard to the operation of motor vehicles upon any public street or road or substantially interferes with the reasonable enjoyment of residential property or interferes with the effectiveness of traffic control.

(6) *Moving signs.*

(7) *Neon signs* (This does not apply to ones placed in the interior of a facility, visible to the outside, not to surpass 5 square feet).

(8) *Signs displayed for a fee or other form of consideration.*

(9) *Portable changeable copy signs.*

(10) *Satellite.* Any type of satellite dish the primary use of which is for advertising, rather than to serve the customary purpose.

(11) *Trailer sign.*

(12) *Vehicular sign.* When the vehicle is used with the intent to substitute a stationary sign instead of to be used as a vehicle or when a sign is erected in the bed of a truck or on the roof of a vehicle and intended to advertise a business, person, or event. Vehicle signs which are either painted onto the body of the vehicle for advertising purposes or are affixed to the vehicle by magnetic means for advertising purposes are permitted.

(13) *Wall-painted signs.*

(14) *Other signs.*

- a. Painted on any roof surface or installed so that it faces contiguous residential property;
- b. Placed upon a building or structure in a manner which would disfigure, damage, or conceal any significant architectural feature or detail of the building;
- c. Brighter than necessary to permit the sign to be read from a reasonable distance. No sign shall be illuminated to such intensity or in such a manner as to cause glare or brightness to a degree that it constitutes a traffic hazard;
- d. Hung with less than 7½ feet of vertical clearance above the sidewalk or less than 18 feet of vertical clearance above the street, drive, or parking area. This applies to any part of a sign, including mounting fixtures and supporting structures, which is mounted above or projects over any sidewalk, street, drive, or parking area, whether on public or private land;
- e. Any other signs not specifically authorized under this chapter.

ORDINANCE NO. 120822-03

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES Chapter 8 – BUSINESSES, ARTICLE IV. – SOLICITORS, Sec. 8-401. - Definitions.; ADDING A DEFINITION FOR THE TERM MOBILE VENDOR NON-FOOD, AS WELL AS; Sec. 8-405. – OUTDOOR RETAIL SALES, ADDING THE PROVISION THAT MOBILE VENDOR’S NON- FOOD SHALL NOT BE ALLOWABLE OUTSIDE WITHOUT AN APPROVED EVENT PERMIT; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 215 of the Vernon’s Local Government Code empowers a city to enact business regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the City has previously deemed it necessary and desirable to adopt business 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 of Ordinances Chapter 8 which constitutes the City’s business ordinance requires a property to operate a business 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 amending the above-mentioned sections of the business code; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia has recommended approval of the amendments to the Business Regulations discussed in this ordinance and the proposed amendments are uniform and conform to the plan and design of the City of La Vernia’s Business Ordinance; and

WHEREAS, the City Council of the City of La Vernia believes the amendments will comply with the standards and purpose of the Business 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.
Business Regulations Amended.**

Chapter 8 – BUSINESSES, ARTICLE IV. – SOLICITORS, Sec. 8-401. – Definitions, of the City of La Vernia’s Code of Ordinances, is hereby amended as reflected in the document attached hereto as **Exhibit “A”**.

Sec. 8-405. – OUTDOOR RETAIL SALES, of the City of La Vernia’s Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit “B”**.

**Section 2.
Severability**

If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the 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 8TH DAY OF DECEMBER 2022.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Lindsey Wheeler, City Secretary
City of La Vernia

Exhibit "A".

Sec. 8-401. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief means the chief of police of the city or the chief's designated representative.

Commercial handbills means any printed or written matter in the form of a circular, leaflet, pamphlet, paper, or any other printed or otherwise reproduced original or copies of any matter or literature which tends primarily to accomplish the following:

- (1) Advertises for sale any merchandise, product, commodity, or thing;
- (2) Directs attention to any business or mercantile or commercial establishment, for the purpose of either directly or indirectly promoting the interest of the sales;
- (3) Directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit;
- (4) Is predominantly and essentially an advertisement and is distributed or circulated for advertisement purpose, although it contains reading matter other than advertising matter.

Minor means a person 17 years of age or younger.

Mobile vendor (non-food) means any structure or vehicle on wheels or capable of being towed, or a temporary structure, used for the purpose of providing goods or services, for sale or otherwise.

Moving vehicle sales means any sales made from a vehicle that stops as it moves down a road.

Political purpose means any form of communication related to a political issue, a particular candidate to a position or nonpartisan office, a political committee, as defined by state law, or to a political party.

Solicitation activities means traveling either by foot or vehicle, going door-to-door, house-to-house, building-to-building, or along any street in the city, to personally contact occupants or other persons about selling or taking orders for or offering to sell or take orders for goods or services.

Solicitor means a person who engages in solicitation activities.

Exhibit "B".

Sec. 8-405. – Outdoor retail sales.

- (a) Except as provided by subsection (b) of this section, it shall be unlawful for any person to peddle, hawk, sell, solicit, or take orders for any services, wares, merchandise, or goods, including, but not limited to, magazines, encyclopedias, tools, photographs, flowers, candy, plants, animals, electronics, or statues, on parking lots, streets, rights-of-way, medians, or sidewalks within the city, or any other location without the written consent of the property owner.
- (b) Mobile vendor's non-food will not be permitted to conduct business or operate within the city limits of La Vernia, Texas unless for a particular event and with the use of an approved event permit from the City of La Vernia, or with the use of an approved solicitors permit from the City of La Vernia. A letter of land use approval from any and all property owners will be required as a condition of the event permit. Mobile vendor's non-food must arrive and leave daily unless otherwise specified by the event permit.
- (c) The activities described by subsection (a) of this section are exempt from the regulations of this article if they involve:
 - (1) A city-sponsored or authorized festival or carnival;
 - (2) A sidewalk or parking lot sale conducted by a merchant whose permanent place of business is immediately adjoining the portion of the sidewalk or parking lot used; or
 - (3) The sale of Christmas trees between November 15 and December 25.

ORDINANCE NO. 120822-04

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 16 - HEALTH AND SANITATION, ARTICLE V. - FOOD HANDLERS, SEC. 16-504 – COMPLIANCE PROCEDURES; ADDING A PROVISION REQUIRING THAT MOBILE FOOD VENDORS ARRIVE AND LEAVE DAILY; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City has previously deemed it necessary and desirable to adopt health and sanitation 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 of Ordinances Chapter 16 which constitutes the City's health and sanitation ordinance requires a property to engage in health and sanitation procedures 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 amending the above-mentioned sections of the health and sanitation code; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia has recommended approval of the amendments to the health and sanitation regulations discussed in this ordinance and the proposed amendments are uniform and conforms to the plan and design of the City of La Vernia's health and sanitation ordinance; and

WHEREAS, the City Council of the City of La Vernia believes the amendments will comply with the standards and purpose of the health and sanitation 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.
Business Regulations Amended.**

CHAPTER 16 - HEALTH AND SANITATION, ARTICLE V. - FOOD HANDLERS, SEC. 16-504 – COMPLIANCE PROCEDURES, 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, sentence, clause, phrase, or word in this Ordinance, or the 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 8TH DAY OF DECEMBER 2022.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Lindsey Wheeler, City Secretary
City of La Vernia

Exhibit "A".

Sec. 16-504. - Compliance procedures.

(a) Permits, licenses, or certificates.

(1) *Generally.* No person shall operate a retail food store who does not have a valid permit, license, or certificate issued to him by the regulatory authority. Only a person who complies with the requirements of these rules shall be entitled to receive or retain such a permit, license, or certificate. Permits licenses, or certificates are not transferable. A valid permit, license, or certificate shall be posted in every retail food store.

(2) Issuance of permit, license, or certificate.

a. Any person desiring to operate a retail food store shall make written application for a permit, license, or certificate, on forms provided by the regulatory authority. Such application shall include the name and address of each applicant, the location of the proposed retail food store, and the signature of each applicant.

b. Prior to approval of an application for a permit, license, or certificate the regulatory authority shall inspect the proposed retail food store to determine compliance with the requirements of these rules.

c. Mobile food vendor permits shall be issued on an annual or event-by-event basis in accordance with the fee schedule. However, mobile vendors must arrive and leave daily unless otherwise specified by an approved event permit. Mobile food vendors may not stay in one spot for more than 24 hours unless otherwise specified under an approved event permit.

c. The regulatory authority shall issue a permit, license, or certificate to the applicant if its inspection reveals that the proposed retail food store complies with the requirements of these rules.

(3) Suspension of permit, license, or certificate.

a. The regulatory authority may, without warning, notice, or hearing suspend any permit, license, or certificate to operate a retail food store if the holder of the permit, license, or certificate does not comply with the requirements of these rules, or if the operation of the establishment does not comply with the requirements of these rules, or if the operation of the retail food store otherwise constitutes a substantial hazard to public health. Suspension is effective upon service of the notice required by subsection (a)(3)b of this section. When a permit, license, or certificate is suspended, food store operations shall immediately cease. Whenever a permit, license, or certificate is suspended, the holder of the permit, license, or certificate shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.

b. Whenever a permit, license, or certificate is suspended, the holder of the permit, license, or certificate, or the person in charge shall be notified in writing that the permit, license, or certificate is, upon service of the notice, immediately suspended and that an opportunity of a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or certificate within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

(4) *Revocation of permit, license, or certificate.* The regulatory authority may, after providing opportunity for a hearing, revoke a permit, license, or certificate for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit, license, or certificate, or the person in charge, in writing of the reason for which their permit, license, or certificate is subject to revocation and that the permit, license, or certificate shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or certificate within such ten-day period. If no request for hearing is filed within the ten-day period, the revocation of the permit, license, or certificate becomes final.

(5) *Service of notices.* A notice provided for in these rules is properly served when it is delivered to the holder of the permit, license, or certificate, or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit, license; or certificate. A copy of the notice shall be filed in the records of the regulatory authority.

(6) *Hearings.* The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit, license, or certificate by the regulatory authority.

(7) *Application after revocation.* Whenever a revocation of a permit, license, or certificate has become final, the holder of the revoked permit, license, or certificate may make written application for a new permit, license, or certificate.

(b) *Inspections.*

(1) *Inspection frequency.* An inspection of a retail food store shall be performed at least once every three months. Additional inspections of the retail food store shall be performed as often as are necessary for the enforcement of these rules.

(2) *Access.* Agents of the regulatory authority, after proper identification, shall be permitted to enter any retail food store at any reasonable time, for the purpose of making inspections to

determine compliance with these rules. The agents shall be permitted to examine the records of the establishments to obtain information pertaining to food and supplies purchased, received, or used, or to persons employed.

(3) *Report of inspections.* Whenever an inspection of a retail food store is made, the findings shall be recorded on the inspection report form. The inspection report form shall summarize the requirements of these rules and shall set forth a weighted point value for each requirement. Inspectional remarks shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the demerit values for all violations. A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for the public disclosure to any person who requests it according to law.

(4) *Correction of violations.*

a. The inspection report form shall specify a reasonable period of time for the correction of the violations found, and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

1. If an imminent health hazard exists, such as complete lack of refrigeration, loss of water service, or sewage backup into the establishment, the establishment shall immediately cease food store operations. Operations shall not be resumed until authorized by the regulatory authority.
2. All violations of four-demerit or five-demerit items shall be corrected as soon as possible, but in any event, within ten days following inspection. Within 15 days after the inspection, the holder of the permit, license, or certificate shall submit a written report to the regulatory authority stating the four-demerit or five-demerit violations have been corrected. A follow-up inspection shall be conducted to confirm correction.
3. All one-demerit or two-demerit items shall be corrected as soon as possible, but in any event, by the time of the next routine inspection.
4. When demerit score of the establishment is more than 30, the establishment shall initiate corrective action on all identified violations within 48 hours. One or more reinspections will be conducted at reasonable time intervals to ensure correction.

b. The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of food store operations. An opportunity for appeal from the inspection findings and time limitations will be provided if a written request for a hearing is filed with the regulatory authority within ten days following cessation of operations. If a request for a hearing is received, a hearing shall be held within 20 days of receipt of that request.

c. Whenever a retail food store is required under the provisions of this rule to cease operations, it shall not resume operations until such time as a reinspection determines that conditions responsible for the requirement to cease operations no longer exists. Opportunity for reinspection shall be offered within a reasonable time.

(c) *Examination and condemnation of food.* Food may be examined or sampled by the regulatory authority as often as necessary for enforcement of this article. The regulatory authority may, upon written notice to the owner or person in charge specifying with particularity the reasons therefor, place a hold order on any food which it believes is in violation of any section of this article. The administrator or his designee shall tag, label or otherwise identify any food subject to the hold order. No food subject to a hold order shall be used, served or removed from the establishment. The administrator or his designee shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed within ten days and that if no hearing is requested the food shall be destroyed. A hearing shall be held if so requested, and on the basis of evidence produced at that hearing, the hold order may be vacated or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this article.

(d) *Review of plans.*

(1) *Submission of plans.* Whenever a retail food store is constructed or extensively remodeled and whenever an existing structure is converted to use as a retail food store, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The regulatory authority shall approve the plans and specifications if they meet the requirements of these rules. No retail food store shall be constructed, extensively remodeled, or converted except in accordance with plans and specifications approved by the regulatory authority.

(2) *Preoperational inspection.* Whenever plans and specifications are required by subsection (d)(1) of this section to be submitted to the regulatory authority, the regulatory authority shall inspect the retail food store prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements of these rules.

(e) *Procedure when infection is suspected.* When the regulatory authority has reasonable cause to suspect the possibility of disease transmission from any retail food store employee, it may secure morbidity history of the suspected employee or make any other investigation as may be indicate and shall take appropriate action. The regulatory authority may require any or all of the following measures:

- (1) The immediate exclusion of the employee from all food store establishments;
- (2) The immediate closing of the retail food store concerned until, in the opinion of the regulatory authority, no further danger of disease outbreak exists;
- (3) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;
- (4) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

(f) *Remedies.*

(1) *Penalties.* Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a retail food store that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be in violation of this article.

(2) *Injunctions.* The regulatory authority may seek to enjoin violations of these rules.

RESOLUTION No. 120822-01
INTEROPERABLE COMMUNICATIONS

WHEREAS, The City of La Vernia finds it in the best interest of the citizens of the City of La Vernia, that the Interoperable Communications State Homeland Security Project be operated for the 2023 FY; and

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

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

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

Signed by:

Passed and Approved this _____ 8th of _____ December, 2023.

Martin Poore
Mayor

Grant Number: 4501201

RESOLUTION NO. R120822-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH THE WILSON COUNTY NO KILL ANIMAL SHELTER CONCERNING ANIMAL SHELTER SERVICES; AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT.

WHEREAS, the City of La Vernia, Texas City Council has given authority to the City Administrator to make and be responsible for administrative decisions; and

WHEREAS, the citizens of the city of La Vernia will benefit from the agreement with the Wilson County No-Kill Animal Shelter concerning animal shelter services; and

WHEREAS, the City Council finds it to be in the best interest to have this agreement with the Wilson County No-Kill Animal Shelter concerning animal shelter services;

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

SECTION 1. City Council of La Vernia authorizes the City Administrator to sign an Agreement with the Wilson County No-Kill Animal Shelter concerning animal shelter services as described in "Attachment A" of this Resolution.

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

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

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

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

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED, this 8th day of December 2022.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Lindsey Wheeler, City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

**AGREEMENT FOR ANIMAL SHELTER SERVICES PROVIDED BY
WILSON COUNTY NO-KILL ANIMAL SHELTER**

THE STATE OF TEXAS §
 §
COUNTY OF WILSON §

This Agreement is made this 8th day of December, 2022 by and between The Wilson County No Kill Animal Shelter, Inc., a Texas non-profit corporation (herein referred to as the “Shelter”) and the City of La Vernia, Texas, a home rule municipality (herein referred to as the “City”).

WHEREAS, the SHELTER operates an animal shelter facility to be located at 1059 County Road 301, Floresville, Texas, to house stray, unwanted or abandoned animals; and

WHEREAS, the City Council finds that there is a need for a facility to house animals it takes possession of throughout the CITY pursuant to City Ordinances after such animals have been abandoned, seized, or are considered strays as defined by the City’s animal control ordinance; and

WHEREAS, the City Council finds that the humane treatment of animals through the provision of adequate care and housing is necessary for the health and safety of the animals in the City’s care; 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; and

WHEREAS, the City Council finds and determines that this agreement serves a public purpose and protects the public health and safety by establishing an animal shelter agreement for the protection, care and safe keeping of animals.

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’s Code of Ordinances as such 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 City Ordinance.

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 Road 301, Floresville, TX 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.

1.9 “Redemption Period” means the time period consisting of three (3) business days, after the animal’s impoundment, to reclaim an animal that has been impounded or held by City. The three-day period does not include the date of impoundment.

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 and city ordinances.

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. In the event of conflict between provisions, state law shall control. Prior to delivery to the SHELTER, the CITY shall scan for microchips 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.

2.3 Redemption Period. After expiration of the Redemption Periods, every animal delivered to the Facility by the CITY shall become the sole and exclusive property of the SHELTER to process in accordance with this Agreement. 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." Every animal delivered to the SHELTER by the CITY becomes CITY property upon the expiration of the Redemption Period, with the CITY immediately transferring. At such point in time, the animal is immediately transferred to the possession of the SHELTER. 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.

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 of the 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 owner, if possible;
- b. To place unclaimed animals in the care, custody and control of new owners; or
- c. To humanely destroy animals which are not claimed by owners.

For purposes of Title 10 of the Texas Health and Safety Code, as amended, the SHELTER is the releasing agent. 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.

ARTICLE FOUR-COLLECTION OF FEES

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.

4.2 Disposition of Funds. Any Licensing Program fees collected or received by SHELTER shall be kept by SHELTER to offset the costs of administrating the Licensing Program. Said licensing fees collected or received by SHELTER shall be accounted for separately and SHELTER shall report such fees to the CITY on an annual basis. Any monies paid in owner-returned cases to the SHELTER for impoundment during the Redemption Period will be accounted for separately and will be used to offset the calculation of the Annual Payment and Contract Rate relating thereto. Any monies paid in owner-returned cases to the SHELTER for boarding fees 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.

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 \$5,000.00 which is based upon a Contract Rate of \$100.00 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.

5.2 Billing. The SHELTER agrees to bill the CITY the Annual Payment in one lump sum at the beginning of the contract year. CITY agrees to pay such bill pursuant to the Texas Prompt Payment Act.

5.3 Annual adjustment. By May 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 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 by CITY for services performed by SHELTER hereunder and as may from time to time be mutually agreed upon in writing.

5.4 Livestock, Birds and Fowl. The CITY agrees that the responsibility for seizing, securing, housing and disposing of livestock belongs to the duly appointed agents of the CITY, including but not limited to the sheriff's department of 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.

5.5 Report. The SHELTER agrees to provide to the CITY, or before the 15th day of January, of each year, a written report setting the following:

(a) The SHELTER agrees to provide to the CITY, 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.

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, but not later than sixty (60) from the end of SHELTER'S fiscal year. If a third party audit is not feasible due to associated costs, the SHELTER may instead provide some other form of assurance which is mutually acceptable to both the CITY and the SHELTER. The SHELTER's annual financial reports will be provided to the City Administrator of the CITY on an annual basis.

CITY reserves the right to conduct its own audit, upon a thirty (30) day notice, of the records of the SHELTER at any time it deems necessary for the limited purpose of verifying the Annual Payment 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 immediately available to the CITY all information related to the diagnosis of an animal or suspicion of rabies.

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.

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.

**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. The SHELTER shall have hours posted on the building with an emergency number in the event volunteers are not available.

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, 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 this ordinance, applicable law, including Sections 826.031 and 836.033 Texas Health and Safety Code.

**ARTICLE TEN
INSURANCE**

10.1 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:

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

ARTICLE ELEVEN INDEMNIFICATION

11.1 Indemnification by SHELTER. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect.

ARTICLE TWELVE CONTRACT TERM

This Agreement shall be for a term of one (1) year commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed annually, subject to City Council appropriation of funds, unless one party gives the other at least one hundred twenty (120) 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 pay those fees that accrue to the termination date and be refunded any credits that may accrue to the termination date..

ARTICLE THIRTEEN DEFAULT

13.1 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. CITY will give SHELTER ten (10) days to correct the default upon written notice as to the nature of the default. 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.

13.2 CITY Default. If CITY fails in any material term or condition of this Agreement and 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. 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 FOURTEEN 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:

To the SHELTER:

Wilson County No Kill Animal Shelter, Inc.
Alena Berlanga, President
1059 County Road 301
Floresville, TX 78114
Telephone: (830) 333-3888
Email: spotwilson2015@gmail.com

To CITY:

City of La Vernia
Attn: City Manager/Administrator
102 Chihuahua Street
La Vernia, Texas 78121
Telephone: (830) 779-4541
Email: yvonne.griffin@lavernia-tx.gov

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.

ARTICLE FIFTEEN DISPUTE RESOLUTION

The parties agree to use reasonable efforts to resolve any and all disputes regarding the subject matter of this Agreement without resorting to litigation. If a dispute should arise regarding any aspect of this Agreement, the parties agree to meet informally to discuss the possible solutions to the dispute. Should the informal meeting(s) fail to resolve the dispute, the parties may resort to litigation in a court of competent jurisdiction.

**ARTICLE SIXTEEN
MISCELLANEOUS**

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

16.2 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 Wilson County.

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

16.4 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.

16.5 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.

16.6 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 non-binding while all other parts of this Agreement shall remain binding.

16.7 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.

16.8 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.

16.9 Attorney's Fees. If it becomes necessary for any party to file suit to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and costs of court.

ACTION BY THE CITY OF LA VERNIA

This Contract is adopted and approved by the City of La Vernia upon motion duly made to approve Agenda Item _____ by Councilperson _____, seconded by Councilperson _____. Agenda Item _____ was approved by a vote of _____ in favor, _____ opposed, 0 abstaining, and _____ absent on _____.

Mayor

Attest:

City Secretary

[Remainder of Page Intentionally Left Blank]

ACTION BY WILSON COUNY NO-KILL ANIMAL SHELTER

APPROVED BY: _____

Alena Berlana, President

DATE: _____

THE STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared _____ on behalf of the Wilson County No-Kill Animal Shelter, who, being duly sworn, states that she is authorized to execute the foregoing Contract Amendment, and acknowledged to me that she executed the same for the purposes therein stated.

Subscribed and sworn to before me on this the ___ day of _____, 2022 to certify which witness my hand and seal of office.

Notary Public, In and Of the State of Texas

yvonne.griffin@lavernia-tx.gov

From: Daniel Santee <tdsantee@rampagelaw.com>
Sent: Wednesday, November 30, 2022 2:11 PM
To: yvonne.griffin@lavernia-tx.gov
Subject: RE: WCNKAS Agreement 11-30

Yvonne...I'm not a fan of a ten-year term with an auto-renewal. A city council must appropriate funds each year for this contract and we don't want to bind a council ten years down the road

This Agreement shall be for a term of Ten (10) years commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed annually 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 pay those fees that accrue to the termination date and be refunded any credits that may accrue to the termination date.

I would suggest the following...

This Agreement shall be for a term of one (1) year commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed annually, subject to City Council appropriation of funds, unless one party gives the other at least one hundred twenty (120) 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 pay those fees that accrue to the termination date and be refunded any credits that may accrue to the termination date.

T. Daniel Santee
Partner

DENTON NAVARRO ROCHA BERNAL & ZECH
A Professional Corporation

2517 N. Main Avenue
San Antonio, Texas 78212
www.rampagelaw.com

Fax (210) 225-4481
Office (210) 227-3243
tdsantee@rampagelaw.com

CONFIDENTIALITY NOTICE

This transmission is intended for the individual or entity to which it is addressed, and may be information that is PRIVILEGED & CONFIDENTIAL. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient and have received this information in error, you are hereby notified that any dissemination, distribution, or copying of this communications is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you

From: yvonne.griffin@lavernia-tx.gov <yvonne.griffin@lavernia-tx.gov>
Sent: Wednesday, November 30, 2022 1:52 PM
To: Daniel Santee <tdsantee@rampagelaw.com>
Subject: WCNKAS Agreement 11-30

Afternoon Dan,

The attached is a copy of the agreement with the Wilson County No Kill Shelter. Please review and advise.

Thanks
Yvonne

RESOLUTION NO. R120822-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH COASTAL OAKS INVESTMENT LLC CONCERNING PLACING A VENDING MACHINE AT THE LA VERNIA CITY PARK; AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENT.

WHEREAS, the City of La Vernia, Texas City Council has given authority to the City Administrator to make and be responsible for administrative decisions; and

WHEREAS, the citizens of the city of La Vernia will benefit from the addition of the vending machine to the City Park; and

WHEREAS, the City Council finds it to be in the best interest to have this agreement with Coastal Oaks Investment LLC for the addition of a vending machine at the City Park;

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

SECTION 1. City Council of La Vernia authorizes the City Administrator to sign an Agreement with Coastal Oaks Investment LLC for the addition of a vending machine at the City Park as described in "Attachment A" of this Resolution.

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

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

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

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

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED, this 8th day of December 2022.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Lindsey Wheeler, City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

Vending Machine Proposal

This proposal outlines a plan for vending machine service at the city park. Coastal Oaks Investment, LLC proposes to the City of La Vernia the placement of a Vending Machines at the City Park.

Under this proposal Coastal Oaks Investment, LLC is solely responsible for the liability of any damages as a result of the operation of the vending machines.

Coastal Oaks Investment, LLC is responsible for the operation, maintenance, set up, of their property. All damages, refunds and disputes are the responsibilities of Coastal Oaks Investment, LLC.

Coastal Oaks Investments, LLC will pay the City of La Vernia \$400.00 annual for the right to provide the vending services on city property.

The vending machine consuming 2,500 to 4,400 kilowatt-hours of energy per year. At a average electricity cost of \$0.12/kWh, operating costs can range from \$300 to over \$500 per year. Source Esource.bizenergyadvisor.com/article/vending-machines

Measures will be taken to reduce the electricity consumption.

The City of La Vernia will designate the location of any vending machines provided by Coastal Oaks Investments, LLC. The vending machines will be placed on a concrete pad provided by Coastal Oaks Investments, LLC. The equipment will be placed in a protective barrier. Coastal Oaks Investment, LLC will provide contact information on the machines for refunds, issues or disputes.

The City of La Vernia will provide Coastal Oaks Investment, LLC with 30 days' notice for removal of equipment and refund a prorated rate of the annual payment.

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (the "Agreement") is made as of _____ (the Effective Date") by and between City Of La Vernia (the Indemnatee"), located at PO Box 255/ 102 E Chihuahua Street, La Vernia, Texas 78121, and Coastal Oaks Investment, LLC (the "Indemnifier"), located at PO Box 1146, La Vernia, Texas 78121. The Indemnatee and Indemnifier may be referred to individually as the "party", or collectively, the "Parties".

Terms of the Agreement

The Indemnifier (Costal Oaks Investment, LLC) desires to hold harmless and indemnify the Indemnatee (City of La Vernia) from all liabilities, losses, claims, judgments, suits, fines, penalties, demands, or expenses that may result from the indemnatee's vending machine;

Coastal Oaks Investment, LLC is providing a service for the City of La Vernia at the City Park , Located at 222 San Antonio Road, La Vernia, Texas 78121, Vending machine marked as property of Costal Oaks Investment, LLC #001. The City of La Vernia Agrees for the Vending machine to be placed in the city park per instructions outlined in proposal document by Costal Oaks Investment, LLC. The vending machine and all expenses, liabilities, stocking of the products, maintenance, and all products are at the cost of Costal Oaks Investment, LLC and they with retain all the profits of the machine. Disputes will go through remediation. The termination of this contract requires 30 days written notice.

THE UNDERSIGNED HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT, and by signing this agreement, all Parties agree to all of the aforementioned terms, conditions and the proposal document.

City Of La Vernia:

Yvonne Griffin

City Administrator

Date signed

HOLD HARMLESS AGREEMENT

PAGE 2

BETWEEN CITY OF LA VERNIA AND COSTAL OAKS INVESTMENT, LLC

Costal Oaks Investment, LLC

Kevin Louis

Management

Date signed