



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

June 13, 2019
6:30 PM

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 May 9, 2019 Regular City Council Meeting
- B. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of May 2019;
- C. Check Register and financial report for the month of May 2019

5. Public Hearing

- A. Public Hearing to receive public comments regarding granting a Specific Use Permit request to provide U-Haul auto and trailer rentals to the public located at 13562 US Hwy 87 W, La Vernia, Texas 78121

6. Discussion/Action

- A. Discuss and consider the appointment of Mayor Pro-Tem.
- B. Discuss and consider action on awarding the bid for the Street Maintenance Project.
- C. Discuss and consider action on entering into negotiations on proposed solid waste contract.
- D. Discuss and consider action on License Plate reader for Police Department
- E. Discuss and consider action on Contract Change Order – Logo
- F. Discuss and consider action on updated Drought Contingency Plan
- G. Discuss and consider action on revisions of residential building permit fee with Bureau Veritas.

7. Ordinances

- A. Discuss and consider action on Ordinance No. 061319-01 granting a Specific Use Permit to provide U-Haul auto and trailer rentals to the public located at 13562 US Hwy 87 W, La Vernia, Texas 78121.

8. Resolutions

- A. Discuss and consider action on Resolution 061319-01 to modify the fee schedule for residential building permits

9. Discussion Only

- A. Project update:
 - a. Water Tower
 - b. Water Line Extension
- B. Comprehensive Plan
- C. Budget Calendar

10. Items Specific to Future Line Items on the Agenda

11. Adjourn

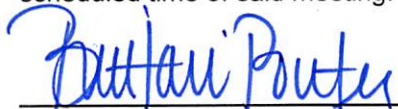
DECORUM REQUIRED

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

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.086 (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 bporter@lavernia-tx.gov.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **June 10, 2019 at 4:30 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



Brittani Porter, City Secretary



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

May 9, 2019
6:00 PM

Minutes

1. Call to Order – Mayor Gregory called the meeting to order at 6:00 PM and declared a quorum.

2. Invocation, Pledge of Allegiance, and Texas Pledge – Invocation was led by Mayor Gregory.

3. Citizens to be Heard – Miguel Capre spoke on behalf of the noise pollution that the school units are putting off. He stated he has worked with the school to find a solution and although it was implemented he is still experiencing problems and has hit a stopping point.

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 April 11, 2019 Regular City Council Meeting
- B. Minutes from the April 11, 2019 Joint Workshop
- C. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of April 2019;
- D. Check Register and financial report for the month of April 2019

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

5. Proclamation

- A. **Proclamation to recognize Police Week, May 12-18, 2019**

Mayor Gregory read the proclamation out loud for all to hear.

6. Presentation

- A. Presentation by Mayor Gregory to outgoing Councilman Mark Doege.

Mayor Gregory thanked Councilman Doege for his time served on City Council and appreciated the impact that he provided to better serve the community.

City Council took a recess from 6:21 PM and went back into session at 6:30 PM.

7. Public Hearing

- A. **Public Hearing to receive public comments regarding granting a Specific Use Permit request for Temporary Portable Buildings for education purposes located at 195 & 225 Bluebonnet, La Vernia, Texas 78121.**

The public hearing was opened at 6:30 PM. Mr. Deck spoke on behalf of La Vernia ISD in request for the portables. The public hearing was closed at 6:37 PM.

8. Discussion/Action

A. Discuss and consider action on moving City financial service agreement (Bonds) from Frost National Bank to Specialized Finance Inc., Victor Quiroga.

Victor Quiroga came on behalf of Specialized Finance Inc. and discussed the offers that they would continue to provide the city.

Motion: Councilman Poore made a motion to accept moving the City financial service agreements from Front National Bank to Specialized Finance Inc., seconded by Councilwoman Recker. **Motion passes: 5-0.**

B. Discuss and consider awarding the solid waste contract.

Solid waste contract was tabled to be discussed at next month's meeting.

9. Ordinances

A. Discuss and consider action granting a Specific Use Permit request for temporary portable buildings for education purposes at 195 & 225 Bluebonnet, La Vernia, Texas 78121.

MOTION: Councilman Poore made a motion to approve the Specific Use Permit with recommendations from Planning & Zoning to include annual inspections to meet the city's code at the expense of La Vernia ISD, seconded by Councilman Hennette. **Motion passes: 5-0**

10. Discussion Only

A. Update on 2019 Legislation

City Administrator provided a packet with house bills and senate bills that could potentially affect the City if approved.

11. Canvass

A. Statement of Officers is completed.

B. Newly elected officers take the Oath of Office.

Councilman Hennette, Councilman Poore & Councilwoman Hutchinson recited the Statement of Office and Oath of Office with Mayor Gregory.

12. Items Specific to Future Line Items on the Agenda

- **Solid Waste**
- **Speed Humps**

13. Adjourn – Councilman Poore made a motion to adjourn the meeting, seconded by Councilwoman Recker. Meeting was adjourned at 7:09 PM.

Brittani Porter, City Secretary

La Vernia Police Department
Enforcement Statistics
May 2019

Case Type	
Criminal Complaints	19
Incident	43
	<hr/>
Total	62

CRIMINAL COMPLAINT - Offense Code

PARAPHERNALIA	3
POSS CS PG 1	3
DWI	2
ASSAULT FV	1
THEFT	2
P.I.	1
CRIMINAL TRESPASS	1
BURGLARY OF BUILDING	1
CREDIT CARD ABUSE	1
DUTY ON STRIKING FIXED OBJECT	1
EVADING ARREST W/VEHICLE	1
TERRORISTIC THREAT	1
UUMV	1
	<hr/>
Total	19

INCIDENT - Offense Code

ACCIDENT INVOLVING DAMAGE TO V	11
ALARM	5
ASSIST OTHER AGENCY	2
ASSIST PUBLIC	1
FUNERAL ESCORT	1
INFO	10
WARRANT ARREST	2
WELFARE CONCERN	3
LOST PROPERTY	1
SUSPICIOUS PERSON	4
INCIDENT	3
	<hr/>
Total	43

Citations

VIOLATIONS	114
WARNINGS	81
	<hr/>
Total	195



Bruce Ritchey
Chief of Police

Shelli Baker for LTRPC

From: Shelli Baker for LTRPC <sb@ltrlaw.com>
Sent: Wednesday, May 15, 2019 6:46 PM
To: bporter@lavernia-tx.gov
Subject: Sarup Retail, Inc.'s Specific Use Permit; Our File No. 02-19-H
Attachments: Sarup Retail, Inc's check number 9645 to the City of LV for SUP App Fee.pdf;
2019-05-15 Sarup Retail, Inc's Specific Use Permit Application.pdf



Law Offices of
Louis T. Rosenberg, P.C.

Providing Advocacy Since 1972

*****Please send any response to our firm's email address firm@ltrlaw.com
with a copy to the address from which it was dispatched. Thank you.***

May 15, 2019

**Via Email at bporter@lavernia-tx.gov
& Hand Delivery**

Brittani Porter, TRMC
City Secretary
City of La Vernia

**RE: Sarup Retail, Inc.
Specific Use Permit
Our File No. 02-19-H**

Dear Ms. Porter:

Attached please find a PDF copy of the Specific Use Permit Application for Sarup Retail, Inc., for review, processing and presentation to the Planning and Zoning Committee and City Council.

Additionally, enclosed is a \$100.00 check from Sarup Retail, Inc., for the fees associated with this application.

The original of this Specific Use Permit Application and check will be hand delivered to your office tomorrow.

We request to be placed on the agenda for the first meetings in June.

If you have any questions, please do not hesitate to call our office.

Sincerely,

Eloy J. Hita

Eloy J. Hita
Associate Attorney
EJH:slb

Attachments as noted above.

cc: Mr. Sukhwinder Biring, Owner
Sarup Retail, Inc.

Louis T. Rosenberg, Principal Attorney
Eloy J. Hita, Associate Attorney
Brenda Pawlik, Executive Administrator/Paralegal
Client File

1024 C Street
Floresville, Texas 78114
Telephone: (830) 216-4075
Facsimile: (830) 393-1033
Email: firm@ltrlaw.com

DISCLAIMER & CONFIDENTIALITY NOTICE:

AS MANDATED BY THE UNITED STATES DEPARTMENT OF TREASURY, CIRCULAR 230, YOU ARE HEREBY ADVISED THAT ANY ADVICE, ARTICLES, OR COMMENTARY INCLUDED IN THIS COMMUNICATION IS NOT A LEGAL OPINION. THE INFORMATION INCLUDED HEREIN IS NOT INTENDED TO BE USED, AND CANNOT BE USED, BY YOU FOR THE PURPOSE OF AVOIDING TAX PENALTIES THAT MAY BE IMPOSED ON YOU. THIS ELECTRONIC MESSAGE IS FOR THE SOLE USE OF THE INTENDED RECIPIENT(S) AND IS CONFIDENTIAL AND PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER BY EMAIL AND DESTROY ALL COPIES OF THE ORIGINAL MESSAGE. THANK YOU.

Date Received May 16, 19
Permit/Receipt No. _____
Fee Paid \$100.00/-

City of La Vernia
Specific Use Permit
102 E. Chihuahua Street
P.O. Box 225, La Vernia, TX 78121
(830) 779-4541 • Metro/Fax (830) 253-1198
codeenforcement@lavernia-tx.gov



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

Name SARUP RETAIL, INC.
Mailing Address 1024 C St., Floresville, TX 78114
Telephone 830-216-4075 Fax 830-393-1033 Mobile _____ Email Firm@L+Llaw.com
Property Address/Location 13562 US Hwy 87W, LaVernia, TX Property ID No 27342
Legal Description
Name of Subdivision City of LaVernia Lot 120
Lot(s) 11 Block(s) 33 Acreage .541
Existing Use of Property Gas station
Proposed Use of Property (attach additional or supporting information if necessary) see attached
Provide U-Haul auto and trailer rentals to public
Current Zoning C-1
Proposed use of Property and/or Reason for Request (please explain in detail and attach additional pages if needed):
see attached

Attachments:

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

A denied application is ineligible for reconsideration for one year.

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

Signature of Owner(s)/Agent

April 30, 2019 ^{ETA}
Date

Date of Publication <u>05-23-2019</u>	For Office Use Only	Date of P&Z Public Hearing <u>06-04-2019</u>
Date of 200 Ft Notices <u>05-21-2019</u>		Date of Council Public Hearing <u>06-13-2019</u>
Ordinance No. <u>061319-01</u>		Approved _____ Denied _____

AFFIDAVIT BY OWNER OF SARUP RETAIL, INC.

**THE STATE OF TEXAS §
 §
COUNTY OF WILSON §**

BEFORE ME, the undersigned authority, on this day personally appeared SUKHWINDER BIRING a/k/a SONNY, PRESIDENT and OWNER of SARUP RETAIL, INC., known to me to be the person herein, who on this day after being by me first sworn, and upon oath, stated:

“I, SUKHWINDER BIRING a/k/a SONNY, PRESIDENT and OWNER of SARUP RETAIL, INC., have engaged the Law Offices of Louis T. Rosenberg, P.C. to represent my business, SARUP RETAIL, INC., and in my capacity as the President and Owner of SARUP RETAIL, INC., I specifically authorize Louis T. Rosenberg and Eloy J. Hita as my attorneys and agents to file the necessary zoning change application through a special use permit and assist me in all related matters, including attending and assisting in any required administrative hearings.

Furthermore, SARUP RETAIL, INC. is the lawful owner of the property concerning the special use permit and application by a Special Warranty Deed described in Volume 1406, Page 161 of the Official Deed Records of Wilson County, Texas which is attached and incorporated by reference hereinafter as Exhibit 1.

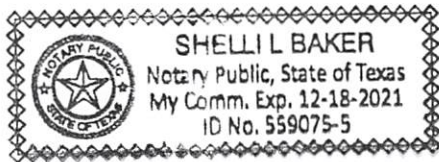
Moreover, I respectfully request the City of La Vernia, Texas, the Planning & Zoning Board, and the City Council a zoning change from C-1 (current zoning) to a special use permit for the specific purpose of operating as a U-Haul rental store. I currently operate a gas station at the above referenced property. However, I intend to rent U-Haul auto and trailer rentals (vehicles) to the public for local moving and relocation purposes. The U-Haul vehicles will only be used in residential moves in and throughout the local area. At no time will any U-Haul vehicles be for sale or lease. Additionally, no repair services will occur on any vehicles aside from changing tire(s) to ensure safe operation. The vehicles will be taken off the property for maintenance and service at a professional repair shop.

Therefore, I respectfully request a special use permit for the reasons stated above.”

Sukhwinder Biring

SUKHWINDER BIRING a/k/a SONNY,
PRESIDENT and OWNER of SARUP RETAIL,
INC.

SWORN AND SUBSCRIBED TO BEFORE ME by SUKHWINDER BIRING a/k/a
SONNY, PRESIDENT and OWNER of SARUP RETAIL, INC. on this the 15th day of
May, 2019.



Shell L Baker

NOTARY PUBLIC

First American Title

GF # 1034643
\$ 28.00

REGISTRATION # 1286 PG. 1

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

SPECIAL WARRANTY DEED

Date: June 07, 2007

Grantor: GEORGE W. WYATT and LAWRENCE E. WYATT

Grantor's Mailing Address: P. O. Box 1195
La Vernia, Texas 78121
Wilson County

Grantee: SARUP RETAIL, INC.

Grantee's Mailing Address: P. O. Box 166
La Vernia, Texas 78121
Wilson County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid to the Grantor, the receipt and sufficiency of which consideration is hereby acknowledged and confessed.

Property (including any improvements):

Being 0.543 acre of land, more or less, out of the JOAN DELGADO SURVEY, ABSTRACT 8, City of La Vernia, Wilson County, Texas, and being comprised of a 0.288 acre tract described in Volume 347, Page 277 of the Deed Records of Wilson County, Texas; and also comprised of a 0.170 acre tract and a 0.083 acre tract described in Volume 658, Page 515 of the Deed Records of Wilson County, Texas, and being more particularly described on Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all conditions, restrictions and easements of record, if in force, recorded in the office of the County Clerk of Wilson County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee,

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING



Doc 20190908 14:06:00

Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

As a material part of the Consideration for this deed, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS INCLUDING UNDERGROUND STORAGE TANKS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, PROFITABILITY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND HAS RELIED UPON SAME. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS SOLD AND CONVEYED TO GRANTEE AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE

288-2838 88 491 PH
288-2838 88 1486 183

SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE AND IN PARTICULAR THIS SECTION WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

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

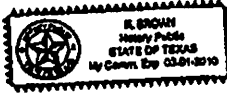
George W. Wyatt
George W. Wyatt

Lawrence E. Wyatt by George Wyatt
Lawrence E. Wyatt, by and through his
Attorney-in-fact, George W. Wyatt

STATE OF TEXAS
COUNTY OF WILSON

§
§

This instrument was acknowledged before me on the 07 day of June, 2007, by
GEORGE W. WYATT.



[Signature]
Notary Public, State of Texas

PORTIONS OF THIS DOCUMENT MAY
NOT BE LEGALLY ENFORCEABLE
UNLESS RECORDED FOR RECORDING

Page 4 of 5

STATE OF TEXAS
COUNTY OF WILSON

This instrument was acknowledged before me on the 07 day of June, 2007, by
GEORGE W. WYATT, as attorney in fact for LAWRENCE E. WYATT.



[Signature]
Notary Public, State of Texas

COPIES OF THIS DOCUMENT MAY
NOT BE LEGALLY ENFORCEABLE
UNLESS RECEIVED FOR RECORDING

**AFTER RECORDING
RETURN TO:**

Serup Retail, Inc.
P. O. Box 166
La Vernia, Texas 78121

**PREPARED IN THE
LAW OFFICE OF:**

Pazonki & Arambula, LLP
70 N.E. Loop 410, Suite 930
San Antonio, Texas 78216

Doc 00625038 BK Vol 1466 Pg 183

EXHIBIT 'A'

File No.: 1031643-2A68 (RD)
Property: 13362 US Hwy 87, LaVerne, TX

BEING A 0.543 OF AN ACRE TRACT, BEING THE SAME TRACT OF LAND DESCRIBED IN VOLUME 1115 PAGE 764, DEED RECORDS, WILSON COUNTY, TEXAS, AND BEING OUT OF THE JUAN DELGADO SURVEY, ABSTRACT NO. 8, OF THE CITY OF LA VERNE, WILSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HWY 87, FOR THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED UNTO KATHY CRISP IN VOLUME 869 PAGE 903, DEED RECORDS, WILSON COUNTY, AND BEING THE SOUTHWEST CORNER OF THIS TRACT)

THENCE: N 02° 13' 00" W, A DISTANCE OF 130.03 FEET TO A 1/2" IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT)

THENCE: S 68° 56' 52" E, A DISTANCE OF 90.48 FEET TO A 1/2" IRON ROD SET FOR A RE-ENTRANT CORNER OF THIS TRACT)

THENCE: N 12° 33' 50" W, A DISTANCE OF 15.65 FEET TO A 1/2" IRON ROD SET FOR THE NORTH CORNER OF THIS TRACT)

THENCE: N 83° 47' 07" E, A DISTANCE OF 20.32 FEET TO A 1/2" IRON ROD SET FOR AN ANGLE POINT OF THIS TRACT)

THENCE: N 83° 32' 22" E, A DISTANCE OF 60.45 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT)

THENCE: S 06° 11' 19" E, A DISTANCE OF 159.07 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT)

THENCE: N 85° 03' 00" E, A DISTANCE OF 180.71 FEET (BEING THE BEARING BASIS OF THIS SURVEY) TO THE POINT OF BEGINNING AND CONTAINING A 0.543 OF AN ACRE OF LAND, MORE OR LESS, ACCORDING TO A SURVEY MADE ON THE GROUND.

A.P.N. Filed for Record in: Wilson County by Eva B. Martinez County Clerk On: Jun 14, 2007 at 12:34P As a Recording Docuement Number: - 00625038 Total Fees: 32.00 Receipt Number - 64575 By: Yvonne B Garcia,

No machine which shall produce the same, shall be an original record... I hereby certify that this instrument was filed in this office... Wilson County is stamped herein by me.

Jun 14, 2007 Seal of Wilson County, Texas WILSON COUNTY CLERK WILSON COUNTY, TEXAS

1031643-2A68

1 of 1

Sec. 38-302. - Permitted use charts [excerpts]

(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

(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		P
				Auto Muffler Shop				P	P		
				Auto Parts Sales		S	P	P	P		
				Auto Repair/Service Station		S	S	P	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		P
				Bus Barns or Lots				P	P		P
				Bus Passenger Stations		P	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		P
				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		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		S
				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	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	P
				Bank/Savings and Loan/Credit Union (with drive-thru)		S	S	P	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		P
S				Blacksmith or Wagon Shop				P	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	P	Ice Cream Truck	P	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		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	P		
				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	P
				Offices, Insurance Agency	P	P	P	P	P	P	P
				Offices, Private Law Offices	P	P	P	P	P	P	P
				Offices, Legal Services Including Court Reporting		P	P	P	P	P	P
				Offices, Medical	P	P	P	P	P	P	P
				Offices, Real Estate	P	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	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		P
				Refreshment Stand		P	P	P	P		P
				Rental Store (no outside storage)		P	P	P	P		
				Restaurant/Cafeteria, Dine-In Service Only		P	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	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	

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

Wilson CAD

Property Search Map Search

Property Search Results > 27342 SARUP RETAIL INC for Year 2019

Property

Account

Property ID: 27342
 Geographic ID: 3000-03000-12000
 Type: Real
 Property Use Code:
 Property Use Description:

Legal Description: CITY OF LA VERNIA, LOT 120 (LOT 11 BLK 33), ACRES .541
 Agent Code:

Location

Address: 13562 US HWY 87 W
 LA VERNIA, TX 78121
 Neighborhood:
 Neighborhood CO: NONE

Mapsc:

Map ID:

Owner

Name: SARUP RETAIL INC
 Mailing Address: PO BOX 166
 LA VERNIA, TX 78121

Owner ID: 65981
 % Ownership: 100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: SARUP RETAIL INC
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	WILSON CAD	N/A	N/A	N/A	N/A
CL	La Vernia City	N/A	N/A	N/A	N/A
ESD#1	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	N/A	N/A	N/A	N/A
ESD#3	WILSON CO EMERGENCY SERVICES DIST #3	N/A	N/A	N/A	N/A
GW	Wilson County	N/A	N/A	N/A	N/A
HN	Wilson Co Hosp	N/A	N/A	N/A	N/A
SARA	SAN ANTONIO RIVER AUTHORITY	N/A	N/A	N/A	N/A
SL	La Vernia ISD	N/A	N/A	N/A	N/A
WEU	EVERGREEN UWC DIST	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
DI	DRIVE-IN GROCERY	*		0	2160.0
FT	STORAGE TANKS	*		0	0.0
WI	WALK-IN COOLER	*		0	500.0
OP	COVERED PORCH OR PATIO	*		0	201.0
CN	CANOPY/AWNING	*		0	800.0
CN	CANOPY/AWNING	*		0	576.0
FT	STORAGE TANKS	*		0	0.0
FT	STORAGE TANKS	*		0	0.0
FT	STORAGE TANKS	*		0	0.0
CS	CONCRETE SLAB	CS		0	10290.0

Improvement #2: COMMERCIAL State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CW	CAR WASH	*		1960	640.0
ASTG	ATTACHED STORAGE	*		0	144.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LS	LA VERNIA SQUARE FOOT	0.5410	23566.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$315,070	\$78,480	0	393,550	\$0	\$393,550
2017	\$315,070	\$78,480	0	393,550	\$0	\$393,550
2016	\$315,070	\$78,480	0	393,550	\$0	\$393,550
2015	\$315,070	\$78,480	0	393,550	\$0	\$393,550
2014	\$303,110	\$78,480	0	381,590	\$0	\$381,590
2013	\$303,110	\$78,480	0	381,590	\$0	\$381,590
2012	\$303,110	\$78,480	0	381,590	\$0	\$381,590
2011	\$294,880	\$78,480	0	373,360	\$0	\$373,360
2010	\$247,090	\$78,480	0	325,570	\$0	\$325,570
2009	\$247,090	\$78,480	0	325,570	\$0	\$325,570
2008	\$117,200	\$54,200	0	171,400	\$0	\$171,400
2007	\$117,200	\$54,200	0	171,400	\$0	\$171,400
2006	\$101,910	\$47,130	0	149,040	\$0	\$149,040
2005	\$101,910	\$47,130	0	149,040	\$0	\$149,040
2004	\$101,910	\$47,130	0	149,040	\$0	\$149,040
2003	\$101,910	\$47,130	0	149,040	\$0	\$149,040
2002	\$101,910	\$47,130	0	149,040	\$0	\$149,040
2001	\$101,910	\$47,130	0	149,040	\$0	\$149,040
2000	\$101,910	\$47,130	0	149,040	\$0	\$149,040
1999	\$70,490	\$47,130	0	117,620	\$0	\$117,620
1998	\$70,490	\$47,130	0	117,620	\$0	\$117,620
1997	\$70,490	\$25,920	0	96,410	\$0	\$96,410
1996	\$70,490	\$25,920	0	96,410	\$0	\$96,410
1995	\$70,500	\$25,920	0	96,420	\$0	\$96,420

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/14/2007	WD	WARRANTY DEED	WYATT LAWRENCE E & GEORGE	SARUP RETAIL INC	1406	161	

Tax Due

Property Tax Information as of 01/23/2019

Amount Due if Paid on: 01/23/2019

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2018	Wilson County	\$393,550	\$1864.64	\$1846.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	La Vernia ISD	\$393,550	\$5647.44	\$5590.96	\$0.00	\$0.00	\$0.00	\$0.00
2018	La Vernia City	\$393,550	\$786.71	\$778.84	\$0.00	\$0.00	\$0.00	\$0.00
2018	Wilson Co Hosp	\$393,550	\$458.88	\$454.29	\$0.00	\$0.00	\$0.00	\$0.00
2018	EVERGREEN UWC DIST	\$393,550	\$25.58	\$25.32	\$0.00	\$0.00	\$0.00	\$0.00
2018	SAN ANTONIO RIVER AUTHORITY	\$393,550	\$73.12	\$72.39	\$0.00	\$0.00	\$0.00	\$0.00
2018	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$393,550	\$302.25	\$299.23	\$0.00	\$0.00	\$0.00	\$0.00
	2018 TOTAL:		\$9158.62	\$9067.03	\$0.00	\$0.00	\$0.00	\$0.00
2017	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$393,550	\$326.65	\$323.38	\$0.00	\$0.00	\$0.00	\$0.00
2017	Wilson County	\$393,550	\$1864.64	\$1846.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	La Vernia ISD	\$393,550	\$5568.73	\$5513.04	\$0.00	\$0.00	\$0.00	\$0.00
2017	La Vernia City	\$393,550	\$786.70	\$778.83	\$0.00	\$0.00	\$0.00	\$0.00
2017	Wilson Co Hosp	\$393,550	\$471.08	\$466.37	\$0.00	\$0.00	\$0.00	\$0.00
2017	EVERGREEN UWC DIST	\$393,550	\$29.12	\$28.83	\$0.00	\$0.00	\$0.00	\$0.00
2017	SAN ANTONIO RIVER AUTHORITY	\$393,550	\$68.04	\$67.36	\$0.00	\$0.00	\$0.00	\$0.00
	2017 TOTAL:		\$9114.96	\$9023.81	\$0.00	\$0.00	\$0.00	\$0.00
2016	La Vernia City	\$393,550	\$786.70	\$778.83	\$0.00	\$0.00	\$0.00	\$0.00
2016	La Vernia ISD	\$393,550	\$5490.02	\$5435.12	\$0.00	\$0.00	\$0.00	\$0.00
2016	Wilson County	\$393,550	\$1864.64	\$1864.64	\$0.00	\$0.00	\$0.00	\$0.00
2016	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$393,550	\$328.61	\$328.61	\$0.00	\$0.00	\$0.00	\$0.00
2016	Wilson Co Hosp	\$393,550	\$547.03	\$547.03	\$0.00	\$0.00	\$0.00	\$0.00
2016	EVERGREEN UWC DIST	\$393,550	\$30.70	\$30.70	\$0.00	\$0.00	\$0.00	\$0.00
2016	SAN ANTONIO RIVER AUTHORITY	\$393,550	\$68.04	\$68.04	\$0.00	\$0.00	\$0.00	\$0.00
	2016 TOTAL:		\$9115.74	\$9052.97	\$0.00	\$0.00	\$0.00	\$0.00
2015	Wilson County	\$0	\$1864.64	\$1845.99	\$0.00	\$0.00	\$0.00	\$0.00
2015	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$0	\$335.30	\$331.95	\$0.00	\$0.00	\$0.00	\$0.00
2015	Wilson Co Hosp	\$0	\$415.59	\$411.43	\$0.00	\$0.00	\$0.00	\$0.00
2015	EVERGREEN UWC DIST	\$0	\$22.83	\$22.60	\$0.00	\$0.00	\$0.00	\$0.00
2015	SAN ANTONIO RIVER AUTHORITY	\$0	\$68.04	\$67.36	\$0.00	\$0.00	\$0.00	\$0.00
2015	La Vernia ISD	\$393,550	\$5411.31	\$5357.20	\$0.00	\$0.00	\$0.00	\$0.00
2015	La Vernia City	\$393,550	\$786.71	\$778.85	\$0.00	\$0.00	\$0.00	\$0.00
	2015 TOTAL:		\$8904.42	\$8815.38	\$0.00	\$0.00	\$0.00	\$0.00
2014	La Vernia City	\$381,590	\$762.80	\$755.17	\$0.00	\$0.00	\$0.00	\$0.00
2014	La Vernia ISD	\$381,590	\$5265.95	\$5213.29	\$0.00	\$0.00	\$0.00	\$0.00
2014	Wilson County	\$0	\$1807.97	\$1789.89	\$0.00	\$0.00	\$0.00	\$0.00
2014	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$0	\$325.11	\$321.86	\$0.00	\$0.00	\$0.00	\$0.00
2014	Wilson Co Hosp	\$0	\$402.96	\$398.93	\$0.00	\$0.00	\$0.00	\$0.00
2014	EVERGREEN UWC DIST	\$0	\$20.22	\$20.02	\$0.00	\$0.00	\$0.00	\$0.00
2014	SAN ANTONIO RIVER AUTHORITY	\$0	\$66.78	\$66.11	\$0.00	\$0.00	\$0.00	\$0.00
	2014 TOTAL:		\$8651.79	\$8565.27	\$0.00	\$0.00	\$0.00	\$0.00
2013	Wilson County	\$0	\$1665.26	\$1665.26	\$0.00	\$0.00	\$0.00	\$0.00
2013	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$0	\$329.69	\$329.69	\$0.00	\$0.00	\$0.00	\$0.00
2013	Wilson Co Hosp	\$0	\$437.30	\$437.30	\$0.00	\$0.00	\$0.00	\$0.00
2013	EVERGREEN UWC DIST	\$0	\$22.90	\$22.90	\$0.00	\$0.00	\$0.00	\$0.00
2013	SAN ANTONIO RIVER AUTHORITY	\$0	\$67.92	\$67.92	\$0.00	\$0.00	\$0.00	\$0.00
2013	La Vernia ISD	\$381,590	\$5304.11	\$5304.11	\$0.00	\$0.00	\$0.00	\$0.00
2013	La Vernia City	\$381,590	\$760.13	\$760.13	\$0.00	\$0.00	\$0.00	\$0.00
	2013 TOTAL:		\$8587.31	\$8587.31	\$0.00	\$0.00	\$0.00	\$0.00
2012	La Vernia ISD	\$381,590	\$5323.18	\$5216.72	\$0.00	\$0.00	\$0.00	\$0.00
2012	La Vernia City	\$381,590	\$766.23	\$750.90	\$0.00	\$0.00	\$0.00	\$0.00
2012	Wilson County	\$0	\$1729.75	\$1695.15	\$0.00	\$0.00	\$0.00	\$0.00
2012	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$0	\$335.80	\$329.08	\$0.00	\$0.00	\$0.00	\$0.00
2012	Wilson Co Hosp	\$0	\$507.90	\$497.74	\$0.00	\$0.00	\$0.00	\$0.00

2012	EVERGREEN UWC DIST	\$0	\$35.11	\$34.41	\$0.00	\$0.00	\$0.00	\$0.00
2012	SAN ANTONIO RIVER AUTHORITY	\$0	\$66.28	\$64.95	\$0.00	\$0.00	\$0.00	\$0.00
	2012 TOTAL:		\$8764.25	\$8588.95	\$0.00	\$0.00	\$0.00	\$0.00
2011	Wilson County	\$0	\$1692.44	\$1692.44	\$0.00	\$0.00	\$0.00	\$0.00
2011	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$0	\$311.01	\$311.01	\$0.00	\$0.00	\$0.00	\$0.00
2011	Wilson Co Hosp	\$0	\$568.25	\$568.25	\$0.00	\$0.00	\$0.00	\$0.00
2011	EVERGREEN UWC DIST	\$0	\$38.83	\$38.83	\$0.00	\$0.00	\$0.00	\$0.00
2011	SAN ANTONIO RIVER AUTHORITY	\$0	\$64.85	\$64.85	\$0.00	\$0.00	\$0.00	\$0.00
2011	La Vernia ISD	\$373,360	\$5245.70	\$5245.70	\$0.00	\$0.00	\$0.00	\$0.00
2011	La Vernia City	\$373,360	\$745.98	\$745.98	\$0.00	\$0.00	\$0.00	\$0.00
	2011 TOTAL:		\$8867.06	\$8667.06	\$0.00	\$0.00	\$0.00	\$0.00
2010	La Vernia City	\$325,570	\$707.46	\$693.31	\$0.00	\$0.00	\$0.00	\$0.00
2010	La Vernia ISD	\$325,570	\$4574.26	\$4482.77	\$0.00	\$0.00	\$0.00	\$0.00
2010	Wilson County	\$0	\$1449.44	\$1420.45	\$0.00	\$0.00	\$0.00	\$0.00
2010	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$0	\$276.41	\$270.88	\$0.00	\$0.00	\$0.00	\$0.00
2010	Wilson Co Hosp	\$0	\$505.28	\$495.17	\$0.00	\$0.00	\$0.00	\$0.00
2010	EVERGREEN UWC DIST	\$0	\$38.74	\$37.97	\$0.00	\$0.00	\$0.00	\$0.00
2010	SAN ANTONIO RIVER AUTHORITY	\$0	\$54.21	\$53.13	\$0.00	\$0.00	\$0.00	\$0.00
	2010 TOTAL:		\$7605.80	\$7453.68	\$0.00	\$0.00	\$0.00	\$0.00
2009	Wilson County	\$0	\$1408.09	\$1379.93	\$0.00	\$0.00	\$0.00	\$0.00
2009	WILSON CO EMERGENCY SERVICES DIST #1 FIRE & RESCUE	\$0	\$276.73	\$271.20	\$0.00	\$0.00	\$0.00	\$0.00
2009	Wilson Co Hosp	\$0	\$520.91	\$510.49	\$0.00	\$0.00	\$0.00	\$0.00
2009	EVERGREEN UWC DIST	\$0	\$40.37	\$39.56	\$0.00	\$0.00	\$0.00	\$0.00
2009	SAN ANTONIO RIVER AUTHORITY	\$0	\$51.93	\$50.89	\$0.00	\$0.00	\$0.00	\$0.00
2009	La Vernia ISD	\$325,570	\$4639.37	\$4546.58	\$0.00	\$0.00	\$0.00	\$0.00
2009	La Vernia City	\$325,570	\$717.23	\$702.88	\$0.00	\$0.00	\$0.00	\$0.00
	2009 TOTAL:		\$7654.63	\$7501.53	\$0.00	\$0.00	\$0.00	\$0.00
2008	La Vernia ISD	\$171,400	\$2363.26	\$2292.36	\$0.00	\$0.00	\$0.00	\$0.00
2008	La Vernia City	\$171,400	\$529.63	\$513.74	\$0.00	\$0.00	\$0.00	\$0.00
2008	Wilson County	\$0	\$796.15	\$772.27	\$0.00	\$0.00	\$0.00	\$0.00
2008	Wilson Co Hosp	\$0	\$274.24	\$266.01	\$0.00	\$0.00	\$0.00	\$0.00
2008	EVERGREEN UWC DIST	\$0	\$22.45	\$21.78	\$0.00	\$0.00	\$0.00	\$0.00
2008	SAN ANTONIO RIVER AUTHORITY	\$0	\$27.34	\$26.52	\$0.00	\$0.00	\$0.00	\$0.00
	2008 TOTAL:		\$4013.07	\$3892.68	\$0.00	\$0.00	\$0.00	\$0.00
2007	La Vernia ISD	\$171,400	\$2252.20	\$2184.63	\$0.00	\$0.00	\$0.00	\$0.00
2007	La Vernia City	\$171,400	\$511.97	\$496.61	\$0.00	\$0.00	\$0.00	\$0.00
	SARUP RETAIL INC TOTAL:		\$93001.82	\$91896.91	\$0.00	\$0.00	\$0.00	\$0.00
2006	La Vernia ISD	\$149,040	\$2261.83	\$2261.82	\$0.00	\$0.00	\$0.00	\$0.00
2006	La Vernia City	\$149,040	\$460.54	\$460.54	\$0.00	\$0.00	\$0.00	\$0.00
2006	Wilson County	\$0	\$619.85	\$619.85	\$0.00	\$0.00	\$0.00	\$0.00
2006	Wilson Co Hosp	\$0	\$207.17	\$207.17	\$0.00	\$0.00	\$0.00	\$0.00
2006	EVERGREEN UWC DIST	\$0	\$20.42	\$20.42	\$0.00	\$0.00	\$0.00	\$0.00
2006	SAN ANTONIO RIVER AUTHORITY	\$0	\$23.91	\$23.91	\$0.00	\$0.00	\$0.00	\$0.00
	2006 TOTAL:		\$3593.72	\$3593.71	\$0.00	\$0.00	\$0.00	\$0.00
2005	La Vernia ISD	\$149,040	\$2518.78	\$2518.78	\$0.00	\$0.00	\$0.00	\$0.00
2005	La Vernia City	\$149,040	\$460.54	\$460.54	\$0.00	\$0.00	\$0.00	\$0.00
2005	Wilson County	\$0	\$619.86	\$619.86	\$0.00	\$0.00	\$0.00	\$0.00
2005	Wilson Co Hosp	\$0	\$209.85	\$209.85	\$0.00	\$0.00	\$0.00	\$0.00
2005	EVERGREEN UWC DIST	\$0	\$21.76	\$21.76	\$0.00	\$0.00	\$0.00	\$0.00
2005	SAN ANTONIO RIVER AUTHORITY	\$0	\$24.48	\$24.48	\$0.00	\$0.00	\$0.00	\$0.00
	2005 TOTAL:		\$3855.27	\$3855.27	\$0.00	\$0.00	\$0.00	\$0.00
2004	La Vernia City	\$149,040	\$475.29	\$475.29	\$0.00	\$0.00	\$0.00	\$0.00
2004	La Vernia ISD	\$149,040	\$2548.58	\$2548.58	\$0.00	\$0.00	\$0.00	\$0.00
2004	Wilson County	\$0	\$626.56	\$626.56	\$0.00	\$0.00	\$0.00	\$0.00
2004	Wilson Co Hosp	\$0	\$214.32	\$214.32	\$0.00	\$0.00	\$0.00	\$0.00
2004	EVERGREEN UWC DIST	\$0	\$22.95	\$22.95	\$0.00	\$0.00	\$0.00	\$0.00
2004	WILSON COUNTY JAIL	\$0	\$32.94	\$32.94	\$0.00	\$0.00	\$0.00	\$0.00
2004	SAN ANTONIO RIVER AUTHORITY	\$0	\$24.48	\$24.48	\$0.00	\$0.00	\$0.00	\$0.00
	2004 TOTAL:		\$3945.12	\$3945.12	\$0.00	\$0.00	\$0.00	\$0.00
2003	La Vernia ISD	\$149,040	\$2369.74	\$2369.74	\$0.00	\$0.00	\$0.00	\$0.00

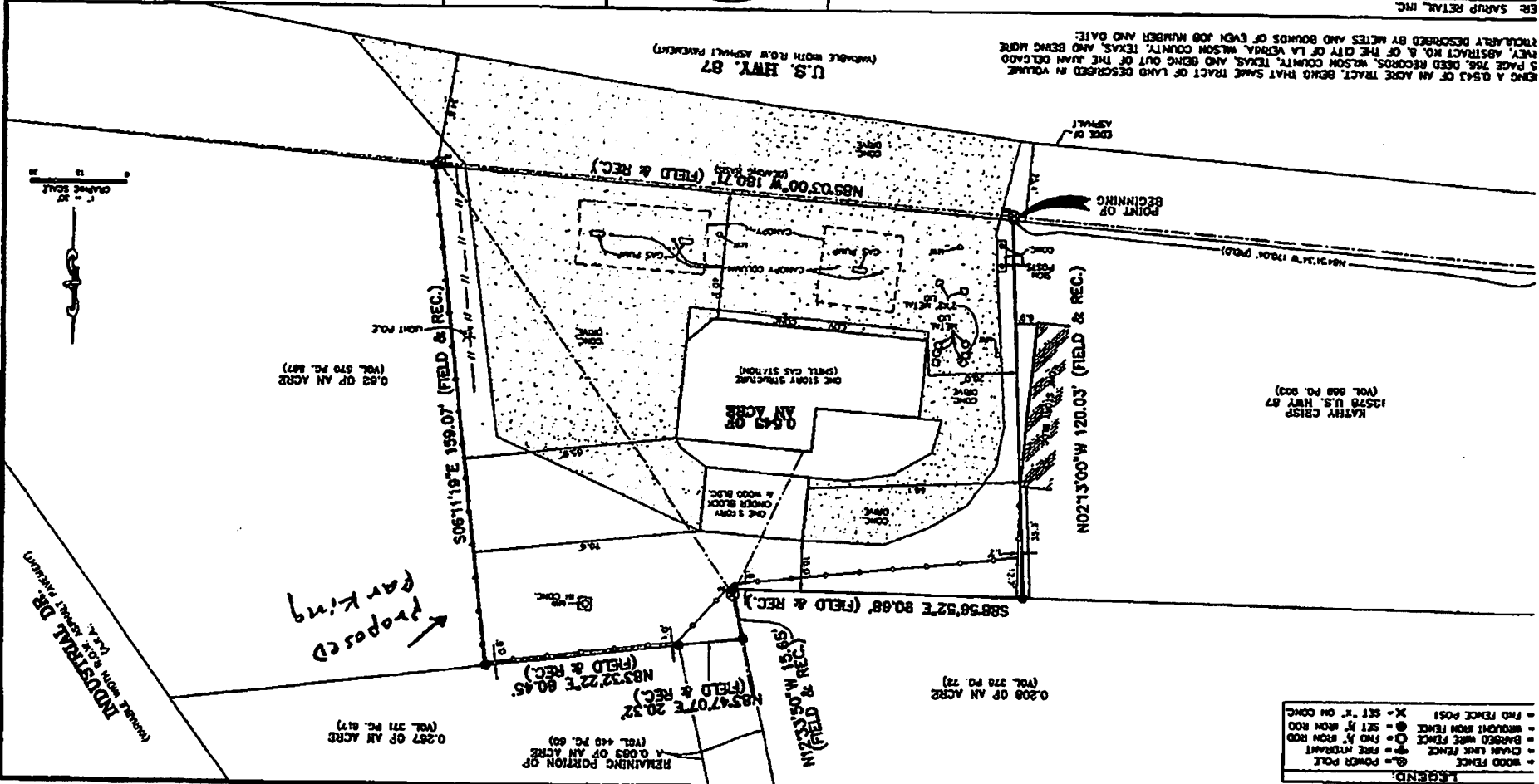
2003	La Vernia City	\$149,040	\$507.33	\$507.33	\$0.00	\$0.00	\$0.00	\$0.00
	2003 TOTAL:		\$2877.07	\$2877.07	\$0.00	\$0.00	\$0.00	\$0.00
2002	La Vernia ISD	\$149,040	\$2374.50	\$2374.50	\$0.00	\$0.00	\$0.00	\$0.00
2002	La Vernia City	\$149,040	\$458.15	\$458.15	\$0.00	\$0.00	\$0.00	\$0.00
	2002 TOTAL:		\$2832.65	\$2832.65	\$0.00	\$0.00	\$0.00	\$0.00
2001	La Vernia City	\$149,040	\$474.39	\$474.39	\$0.00	\$0.00	\$0.00	\$0.00
2001	La Vernia ISD	\$149,040	\$2178.96	\$2178.96	\$0.00	\$0.00	\$0.00	\$0.00
	2001 TOTAL:		\$2653.35	\$2653.35	\$0.00	\$0.00	\$0.00	\$0.00
2000	La Vernia ISD	\$149,040	\$2131.27	\$2131.27	\$0.00	\$0.00	\$0.00	\$0.00
2000	La Vernia City	\$149,040	\$469.48	\$469.48	\$0.00	\$0.00	\$0.00	\$0.00
	2000 TOTAL:		\$2600.75	\$2600.75	\$0.00	\$0.00	\$0.00	\$0.00
1999	La Vernia City	\$117,620	\$378.27	\$378.27	\$0.00	\$0.00	\$0.00	\$0.00
1999	La Vernia ISD	\$117,620	\$1681.97	\$1681.97	\$0.00	\$0.00	\$0.00	\$0.00
	1999 TOTAL:		\$2060.24	\$2060.24	\$0.00	\$0.00	\$0.00	\$0.00
1998	La Vernia ISD	\$117,620	\$1681.97	\$1681.97	\$0.00	\$0.00	\$0.00	\$0.00
1998	La Vernia City	\$117,620	\$364.27	\$364.27	\$0.00	\$0.00	\$0.00	\$0.00
	1998 TOTAL:		\$2046.24	\$2046.24	\$0.00	\$0.00	\$0.00	\$0.00
1997	La Vernia City	\$96,410	\$302.15	\$302.15	\$0.00	\$0.00	\$0.00	\$0.00
1997	La Vernia ISD	\$96,410	\$1301.54	\$1301.54	\$0.00	\$0.00	\$0.00	\$0.00
	1997 TOTAL:		\$1603.69	\$1603.69	\$0.00	\$0.00	\$0.00	\$0.00
1996	La Vernia ISD	\$96,410	\$1346.65	\$1346.65	\$0.00	\$0.00	\$0.00	\$0.00
1996	La Vernia City	\$96,410	\$315.84	\$315.84	\$0.00	\$0.00	\$0.00	\$0.00
	1996 TOTAL:		\$1662.49	\$1662.49	\$0.00	\$0.00	\$0.00	\$0.00
1995	La Vernia City	\$96,420	\$315.87	\$306.40	\$0.00	\$0.00	\$0.00	\$0.00
1995	La Vernia ISD	\$96,420	\$1232.92	\$1195.93	\$0.00	\$0.00	\$0.00	\$0.00
	1995 TOTAL:		\$1548.79	\$1502.33	\$0.00	\$0.00	\$0.00	\$0.00
1994	La Vernia ISD	\$96,420	\$1253.46	\$1253.46	\$0.00	\$0.00	\$0.00	\$0.00
1994	La Vernia City	\$96,420	\$301.31	\$301.31	\$0.00	\$0.00	\$0.00	\$0.00
	1994 TOTAL:		\$1554.77	\$1554.77	\$0.00	\$0.00	\$0.00	\$0.00
1993	La Vernia City	\$0	\$289.26	\$286.36	\$0.00	\$0.00	\$0.00	\$0.00
1993	La Vernia ISD	\$0	\$1253.71	\$1241.17	\$0.00	\$0.00	\$0.00	\$0.00
	1993 TOTAL:		\$1542.97	\$1527.53	\$0.00	\$0.00	\$0.00	\$0.00
2007	Wilson County	\$0	\$718.68	\$711.49	\$0.00	\$0.00	\$0.00	\$0.00
2007	Wilson Co Hosp	\$0	\$262.07	\$259.45	\$0.00	\$0.00	\$0.00	\$0.00
2007	EVERGREEN UWC DIST	\$0	\$21.50	\$21.38	\$0.00	\$0.00	\$0.00	\$0.00
2007	SAN ANTONIO RIVER AUTHORITY	\$0	\$27.34	\$27.07	\$0.00	\$0.00	\$0.00	\$0.00
	2007 TOTAL:		\$1029.69	\$1019.39	\$0.00	\$0.00	\$0.00	\$0.00
	WYATT GEORGE W & LAWRENCE TOTAL:		\$1029.69	\$1019.39	\$0.00	\$0.00	\$0.00	\$0.00
	WYATT LAWRENCE E & GEORGE TOTAL:		\$34377.12	\$34315.21	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL (ALL OWNERS):		\$128408.63	\$127231.51	\$0.00	\$0.00	\$0.00	\$0.00

NOTE: Penalty & interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (830) 393-3065

This year is not certified and ALL values will be represented with "N/A".

- LEGEND:
- WOOD FENCE
 - ⊕ CHAIN LINK FENCE
 - ⊖ BARNED WIRE FENCE
 - ⊙ FENCED FROM ROAD
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BEING A 0.43 OF AN ACRE TRACT, BEING THAT SAID TRACT OF LAND DESCRIBED IN VOLUME 3 PAGE 266, DEED RECORDS, WILSON COUNTY, TEXAS, AND BEING OUT OF THE JUAN DELGADO TRACT, ABSTRACT NO. 8, OF THE CITY OF LA VERNA, WILSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS OF EVEN JOB NUMBER AND DATE.

ER: SARUP RETAIL, INC.
 RES: 13562 U.S. HWY. 87
 COMPANY: FIRST AMERICAN TITLE
 G.F. NO.: 26107 / W7-436
 N.C.B. --
 BLOOD --
 DIVISION --
 COUNTY: WILSON
 STATE: TEXAS
 DEED AND PLAT RECORDS OF WILSON COUNTY, TEXAS
 RECORDED IN: VOLUME -- PAGE --



11 UNLESS OTHERWISE SPECIFIED, DIMENSIONS AND DISTANCES ARE TO BE MEASURED BY THE SURVEYOR AND NOT BY THE CLIENT.
 12 THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY AND NOT TO THE SUITABILITY OF THE SURVEY FOR ANY PARTICULAR PURPOSE.
 13 THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY RECORDS OR INSTRUMENTS REFERRED TO IN THIS SURVEY.
 14 THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY RECORDS OR INSTRUMENTS REFERRED TO IN THIS SURVEY.
 15 THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY RECORDS OR INSTRUMENTS REFERRED TO IN THIS SURVEY.
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 18 THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY RECORDS OR INSTRUMENTS REFERRED TO IN THIS SURVEY.
 19 THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY RECORDS OR INSTRUMENTS REFERRED TO IN THIS SURVEY.
 20 THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY RECORDS OR INSTRUMENTS REFERRED TO IN THIS SURVEY.
 P. O. BOX 100442
 SAN ANTONIO, TEXAS 78201
 PHONE: 210-534-6700
 FAX: 210-534-9673
 DRAWN BY: WOLFF



STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY AND THAT THERE ARE NO WRITABLE ENCUMBRANCES OR BUILDINGS ON ANY PART OF THE PROPERTY LOCATED ON THIS PROPERTY ON AS SHOWN ABOVE.
 THIS 30TH DAY OF MAY 2007 A.D.
 PETER A. AGUIRRE, R.P.L.S. 5164

LAW OFFICES OF
Louis T. Rosenberg, P.C.

HAND DELIVERY RECEIPT

DATE: May 15, 2019

TO: Ms. Brittani Porter, TRMC
City Secretary
City of La Vernia
102 E. Chihuahua Street
La Vernia, Texas 78121

DOCUMENT(S): Specific Use Permit Application for Sarup Retail, Inc., and Sarup Retail, Inc., check number 9645 in the amount of \$100.00 made payable to the City of La Vernia.

The undersigned hereby acknowledges receipt of the hand delivery of the following documents, to wit: same as above.

Name of Person Receiving Package

Date

Time

Sec. 38-109. - Specific use permits.

- (a) *General provisions.* The uses listed in each district as specific use permit required are prohibited in the district unless and until a specific use permit is granted for such use by the city council in accordance with the requirements and procedures set forth in this section.
- (b) *Intent.* The intent of a specific use permit is to authorize and regulate a use not normally allowable in a zoning district, but if controlled as to the number, area, location, duration, or relation to the neighborhood, and if made subject to adequate development standards and safeguards established for such use during the review of a specific use permit application, would not be detrimental to promote the health, safety, and welfare of the neighborhood and the community. These permits are issued based on the decision that the use is in general conformance with the comprehensive plan and contingent upon such requirements and safeguards as necessary to protect the public health, safety, and welfare of the adjacent landowners and the city at large.
- (c) *Hearing and procedure.*
 - (1) A property owner or authorized agent may request the issuance or renewal of a specific use permit for the property. A specific use permit may only be granted following public hearings before the planning and zoning commission and city council in accordance with the same notice, hearing, and voting requirements as required for zoning changes in section 38-108.
 - (2) Notwithstanding the provisions of subsection (c)(1) of this section, if a specific use permit is issued for a definite term, it may be renewed in accordance with this section.
 - a. To prevent expiration of a specific use permit before the renewal process can be completed, the applicant should apply for renewal at least 90 days before the date of expiration.
 - b. The administrative official shall place an item on the planning and zoning commission agenda for consideration, following the same notice and hearing procedures as for original application.
 - c. The planning and zoning commission shall recommend renewal or denial to the city council and it shall be placed on the next city council meeting agenda that allows sufficient time for notice. Before consideration at a city council meeting, the item shall be advertised as required for an original application, and the city council shall hold a public hearing before making a decision on the matter. The same notice, hearing, and voting procedures as required for an original application shall apply.
- (d) *General requirements.*
 - (1) Any specific use permit, which is approved, shall meet the minimum requirements provided in the zoning district in which it is located.
 - (2) All ordinances granting a specific use permit shall include provisions that a specific use permit shall automatically expire if:
 - a. A building permit is not issued and construction has not begun within 180 days of the granting of the specific use permit.
 - b. The use has not begun operation (if no construction is required) within 180 days of the granting of the specific use permit.
 - c. The use is abandoned. A use which is discontinued for a period of 180 days, regardless of the intent, is presumed to be abandoned.
 - d. The term for which the specific use permit was issued has expired and it has not been renewed.
- (e) *Additional information requests.* The planning and zoning commission and city council, in reviewing an application for a specific use permit, may require that the applicant supply additional plans, special information, expert evaluations, or other information deemed reasonable concerning the location, function, and characteristics of any building or use proposed. The city council may, in the interest of public welfare and to ensure compliance with this chapter, establish conditions of operation, location,

arrangement, and type and manner of construction of any specific use permit. In authorizing the location of any specific use permit, the city council may impose such development standards and safeguards which it deems advisable to protect adjacent properties or the health, safety, morals, or welfare of the community.

- (f) *Factors to be considered.* In granting or denying an application for a specific use permit, the city council shall take into consideration the following factors:
- (1) Safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.
 - (2) Safety from fire hazard and measures of fire control.
 - (3) Protection of adjacent property from flood or water damage.
 - (4) Noise producing elements and glare of vehicular and stationary lights and effects of such lights on established character of the neighborhood.
 - (5) Location, lighting, type of signs, and relation of signs to traffic control and adverse effect on adjacent properties.
 - (6) Street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood.
 - (7) Adequacy of parking, as determined by requirements of this chapter for off-street parking facilities for similar uses, location of ingress and egress, points for parking and off-street loading spaces, and protection of the public health by all weather surfacing on all parking areas to control dust.
 - (8) Compatibility of the proposed use with surrounding and adjacent properties and whether such use will adversely affect the use and enjoyment of the surrounding and adjacent properties.
 - (9) Such other measures as will secure and protect the public health, safety, morals, and general welfare.

(Ord. No. 120910-01, § 1(ch. 1, § 7(div. 2)), 12-9-2010)



AGENDA REQUEST FORM

Requestor:

Yvonne Griffin	Administration	21-May-19
Name	Department	Date

Agenda Item information:

Date of Meeting 13-Jun-19

Concise statement of the matter to be addressed:

Discussion on awarding contract for street maintenance.

Summary, Attachments & Supporting Documents:

Estimate	Actual - All in Construction		Difference
Country Gardens \$ 122,113.15	Base Bid	\$ 134,619.71	
Garden Bend \$ 34,310.48	Alt	\$ 9,599.20	
Alt. Garden Fields \$ 10,643.37			
Total w/Alt \$ 167,067.00	Total w/Alt	\$ 134,619.71	\$ 32,447.29
Total w/o Alt \$ 156,423.63	Total w/o Alt	\$ 144,218.91	\$ 12,204.72
Budget			
Construction \$ 152,650.00			
Engineering \$ 15,000.00			
\$ 167,650.00			

REQUEST DEADLINES:

All requests are to be submitted to City Secretary on Wednesday the week before the meeting by 4:00 p.m. Agenda is posted 72 hours before time of the meeting for which discussion of the matter is requested. Packets are delivered Monday before the Thursday Night Regular scheduled City Council Meeting.

Office Use Only

Received by	Date	Time
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Opinion of Probable Construction Costs

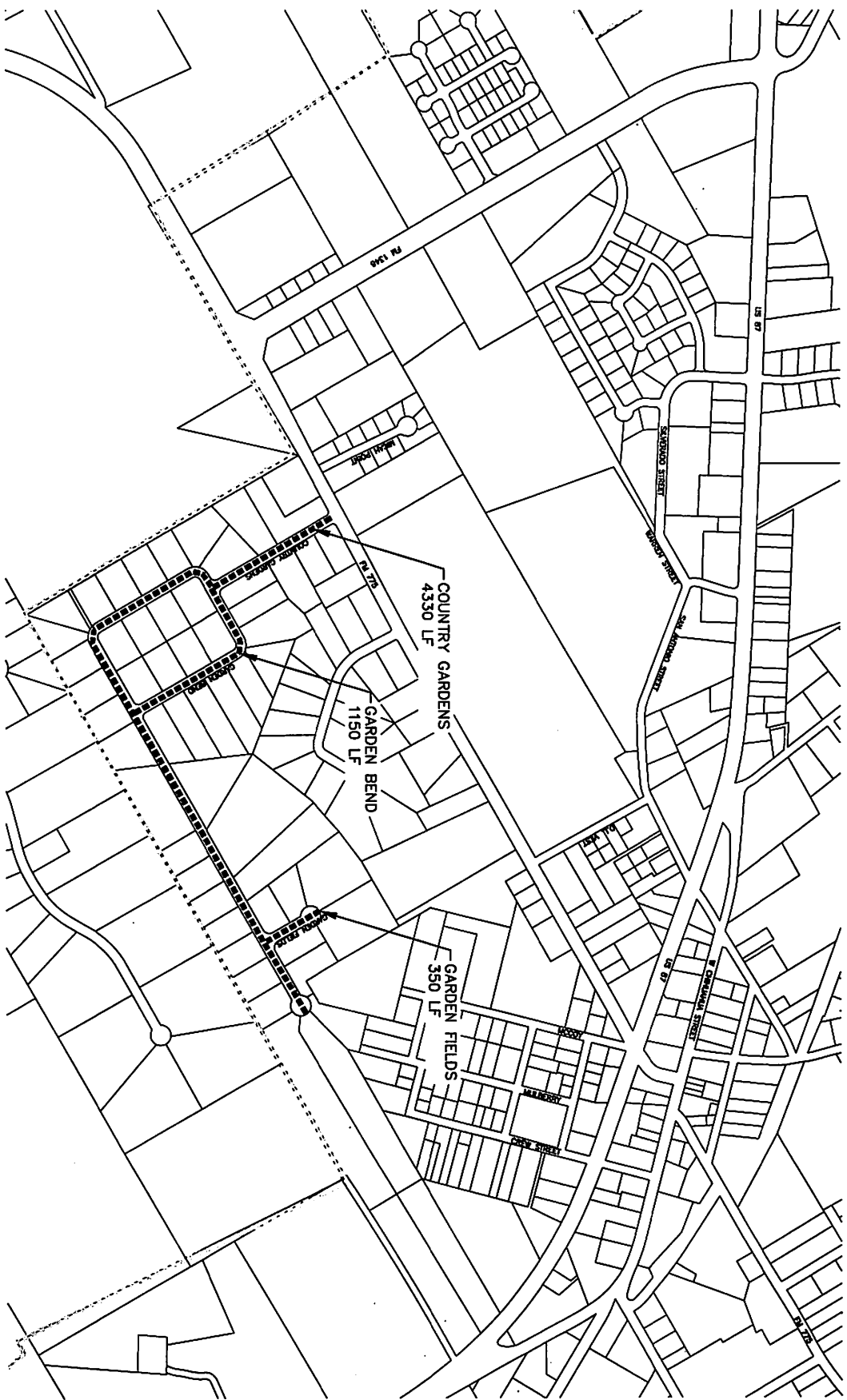
Project: 2019 La Vernia Street Maintenance Plan
 Date: 3/27/2019

M&S Engineering, LLC
 376 Landa Street
 New Braunfels, Texas 78130
 Office (830) 629-2988
 Firm F-1394



COSA Item	TxDOT Spec/Item	Description	Units	Estimated Quantity	Unit Price	Extended Price
COUNTRY GARDENS						
203		TACK COAT (0.10 GAL/SY)	GAL	962	\$4.50	\$4,330.35
205		HMAC ASPHALT LEVELING COURSE	TON	50	\$100.00	\$5,000.00
205		HMAC OVERLAY (1.5" THICKNESS)	SY	9,623	\$10.00	\$96,230.00
237		POTHOLE REPAIR	SY	25	\$25.00	\$625.00
		Plus Prep ROW, Mob, I&B, Traffic Control	EA	1	15%	\$15,927.80
SUBTOTAL						\$122,113.15
GARDEN BEND						
203		TACK COAT (0.10 GAL/SY)	GAL	256	\$4.50	\$1,150.20
205		HMAC ASPHALT LEVELING COURSE	TON	25	\$100.00	\$2,500.00
205		HMAC OVERLAY (1.5" THICKNESS)	SY	2,556	\$10.00	\$25,560.00
237		POTHOLE REPAIR	SY	25	\$25.00	\$625.00
		Plus Prep ROW, Mob, I&B, Traffic Control	EA	1	15%	\$4,475.28
SUBTOTAL						\$34,310.48
GARDEN FIELDS						
203		TACK COAT (0.10 GAL/SY)	GAL	78	\$4.50	\$350.10
205		HMAC ASPHALT LEVELING COURSE	TON	5	\$100.00	\$500.00
205		HMAC OVERLAY (1.5" THICKNESS)	SY	778	\$10.00	\$7,780.00
237		POTHOLE REPAIR	SY	25	\$25.00	\$625.00
		Plus Prep ROW, Mob, I&B, Traffic Control	EA	1	15%	\$1,388.27
SUBTOTAL						\$10,643.37
GRAND TOTAL						\$167,067.00

This document is released for the purpose of interim review under the authority of Gary W. Freeland,
 P.E. 107307 on 2019-03-27. It is not to be used for bidding, construction, or permitting purposes.



LEGEND
 PROP RESURFACING
 CITY LIMITS



SHEET:	NO.	DATE	BY	CHKD.
	1 of 1			
REVISIONS:	NO.	DATE	BY	CHKD.

CITY OF LA VERNIA
2019 STREET MAINTENANCE PROGRAM
STREET LOCATION MAP

M&S ENGINEERING
 CIVIL, ELECTRICAL, STRUCTURAL, MEP & SURVEYING

CONTACT STEPHEN W. GARDNER PHONE: 639-212-6300 FAX: 639-212-2174	MAIN OFFICE P.O. BOX 676 6377 HWY 111 SPRING BRANCH, TX 77689	BRANCH OFFICE 204 LAVERNA ST. NEW BRUNSWICK, TX 75840 PHONE: 639-629-9888
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Bid Tracking


Bid Opening

May 16, 2019

Bidder	Bid Bond (Y/N)?	Statement of Bidder Qualifications (Y/N)?	Acknowledge Receipt of Addendum No. 1 (Y/N)?	Bid Amount
ACE CO	Y	Y	Y	Base: \$198,707.00 Alt: \$13,542.00
ALL IN CONSTR	Y	Y	Y	Base: \$134,619.71 Alt: \$9,579.20
WAGNER MATERIALS	Y	Y	Y	Base: \$166,622.00 Alt: \$11,875.50

Sign-In Sheet

May 16, 2019

Name	Company	Phone #	Email
Gary Freeland	M&S Engineering	830-377-4555	gfreeland@msengr.com
Jordan Chomb	ALL IN CONST.	210-401-9020	john@allintk.com
Raul Ortiz	ALL IN CONST.	210-401-5000	raul@allintk.com
Eric Gebhart	ACECO	210 494 2338	 er.2gebhart@ acecosa.com
Justin Marcellus	Wagner Materials ? Construction	817-832-7241	smawagner12@gmail.com

Yvonne Griffin

From: Gary Freeland <gfreeland@msengr.com>
Sent: Wednesday, March 27, 2019 2:52 PM
To: Yvonne Griffin - City of La Vernia (yvonne.griffin@lavernia-tx.gov)
Cc: Jerod Mott; Evan Calhoun
Subject: 2019 Street Program
Attachments: Cost Estimate 2019.pdf; 2019 STREET LOCATION MAP.pdf

Yvonne,

Hope you are well. I have finished the assessment of the streets for this year and propose the overlay of the Country Gardens subdivision (would include all three streets). You may notice the cost estimate comes right in at your budget for the year. However, I have a few ideas so I think we can make it work . First, the effort to prepare this package was a little easier with only this one neighborhood, and assuming we can hold costs low during construction, I think I can cut the engineering fee to around \$10-\$12k instead of the \$18k estimated in the proposal (potential savings of about \$6-8k). Also, the cost estimate is a little on the conservative side and I am hopeful the prices would come in a little lower in the bid. Lastly, we can make Garden Fields (dead end road) an additive alternate in the bid in case the numbers come in a little higher we can cut costs by taking this section of the neighborhood out and still get the majority of the neighborhood done.

Let me know your thoughts.



Gary W. Freeland, P.E.

M&S Engineering – F-1394

376 Landa Street | New Braunfels | Texas 78130

Mobile (830) 377-4555 | Office (830) 629-2988 | Fax (830) 632-5412

www.msengr.com





M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

376 LANDA STREET
NEW BRAUNFELS, TX 78130
PH 830.629.2988
F-1394
WWW.MSENGR.COM

May 20, 2019

Yvonne Griffin
City Administrator
City of La Vernia
102 E. Chihuahua
La Vernia, Texas 78121

Sent: Via email to Yvonne.Griffin@LaVernia-TX.gov

Subject: Recommendation of award for the **2019 Street Maintenance and Repair of Country Gardens, Garden Bend, and Garden Field** project.

Dear Ms. Griffin:

As you are aware, bids for the La Vernia 2019 Street Maintenance Program project were opened and publicly read aloud on May 16, 2019 at the offices of the City of La Vernia. A total of three bid packages were received by the 1:30 p.m. deadline.

As indicated by the attached bid tabulation, the apparent low bidder was All In Construction, LLC with bid summary as follows:

Total Base Bid - \$134,619.71
Total Additive Alternate Bid 1 - \$9,579.20

Since receiving this bid M&S staff has completed the following:

1. Reviewed the bid and have found it to be administratively complete.
2. Reviewed their qualifications and found them to generally meet the minimum requirements of the project.
3. Confirmed past project performance with the City.

Based on this review of their company and their bid, all indications are that All In Construction is a reputable construction company. On the basis of past performance with the City, as well as the adequacy of the submitted bid, M&S Engineering recommends the contract for this work be awarded to All In Construction, following the terms and conditions of the bid and contract documents.

CIVIL • ELECTRICAL • SURVEYING
A FULL SERVICE COMPANY

If you have any questions or concerns please do not hesitate contact me.

Sincerely,



Gary Freeland, P.E.
M&S Engineering, L.L.C

Att: Bid Tab

cc: Kristina Denham/file 7219LAVER.001

BID TABULATION
M&S ENGINEERING, LLC.

Tabulation performed on 05/16/2019 by Evan Calhoun

Project: 2019 La Vernia Street Maintenance Program
Owner: City of La Vernia, TX
Bid Opening Date: May 16, 2019
Bid Tabulation Date: May 16, 2019

All In Construction, LLC 1450 N. Flores St. 2nd Floor San Antonio, Texas 78212 210-401-9000	Wagner Materials and Construction P.O. Box 1167 Spring Branch, Texas 78070 830-980-3608	ACE CO 2571 MacArthur View San Antonio, Texas 78217 210-494-2338
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Bid Tab Street Repair

Line No.	Bid Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Item 100 - Mobilization	LS	1	\$ 13,821.93	\$ 13,821.93	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
2	Item 101 - Preparing Right-of-Way	LS	1	\$ 7,925.78	\$ 7,925.78	\$ 10,000.00	\$ 10,000.00	\$ 3,759.00	\$ 3,759.00
3	Item 203- Tack Coat	GAL	1,240	\$ 3.25	\$ 4,030.00	\$ 4.00	\$ 4,960.00	\$ 6.50	\$ 8,060.00
4	Item 205 - HMAC Asphalt Leveling Course	TON	70	\$ 77.00	\$ 5,390.00	\$ 185.00	\$ 12,950.00	\$ 100.00	\$ 7,000.00
5	Item 205 - Hot Mix Asphaltic Pavement (2")	SY	12,400	\$ 7.98	\$ 98,952.00	\$ 9.63	\$ 119,412.00	\$ 12.87	\$ 159,588.00
6	Item 237 - Pothole Repair	SY	60	\$ 25.00	\$ 1,500.00	\$ 100.00	\$ 6,000.00	\$ 70.00	\$ 4,200.00
7	Utility Adjustment (manhole, valve box, etc.)	EA	2	\$ 750.00	\$ 1,500.00	\$ 400.00	\$ 800.00	\$ 2,300.00	\$ 4,600.00
8	Item 530 - Barricades, Signs, and Traffic Handling	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 7,330.00	\$ 7,330.00
Total Base Bid					\$ 134,619.71		\$ 166,622.00		\$ 204,537.00
Additive Alternate Bid 1									
9	Item 203 - Tack Coat	GAL	85	\$ 3.25	\$ 276.25	\$ 4.00	\$ 340.00	\$ 6.50	\$ 552.50
10	Item 205 - Hmac Asphalt Leveling Course	TON	10	\$ 100.00	\$ 1,000.00	\$ 185.00	\$ 1,850.00	\$ 100.00	\$ 1,000.00
11	Item 205 - Hot Mix Asphaltic Pavement (2")	SY	850	\$ 7.98	\$ 6,783.00	\$ 9.63	\$ 8,185.50	\$ 12.87	\$ 10,939.50
12	Item 237 - Pothole Repair	SY	15	\$ 101.33	\$ 1,519.95	\$ 100.00	\$ 1,500.00	\$ 70.00	\$ 1,050.00
Total Additive Alternate Bid 1					\$ 9,579.20		\$ 11,875.50		\$ 13,542.00
Grand Total					\$ 144,198.91		\$ 178,497.50		\$ 218,079.00

Incorrect extension of unit prices in bid tab. This is the corrected amount.

Low Bid

M&S Engineering, LLC
 376 Landa Street
 New Braunfels, Texas 78130
 Office (830) 629-2988
 FIRM F-1394



Flock Mobile ALPR System

The La Vernia Police Department is submitting a request for the following equipment:

- (3) Flock Mobile (ALPR) automatic license plate readers (\$2000.00 Each)**
- (3) Flock mounting poles (included with price and installation)**
- (1) Software for Mobile data terminals for police vehicles (included with price)**

Description: See attached description of camera and its uses. (Sole Letter depicts)

LVPD is planning, (if approved) to install 3 cameras in the city limits of La Vernia. Two cameras would be installed on a single pole on Highway 87 W just past the city limit sign entering La Vernia from San Antonio. One camera is needed per lane only for the inbound lanes of Highway 87 W.

The 3rd camera will be mounted on a pole near the La Vernia Fire Station on Highway 87 just inside the city limits. (This is a one lane highway and only one camera will be needed)

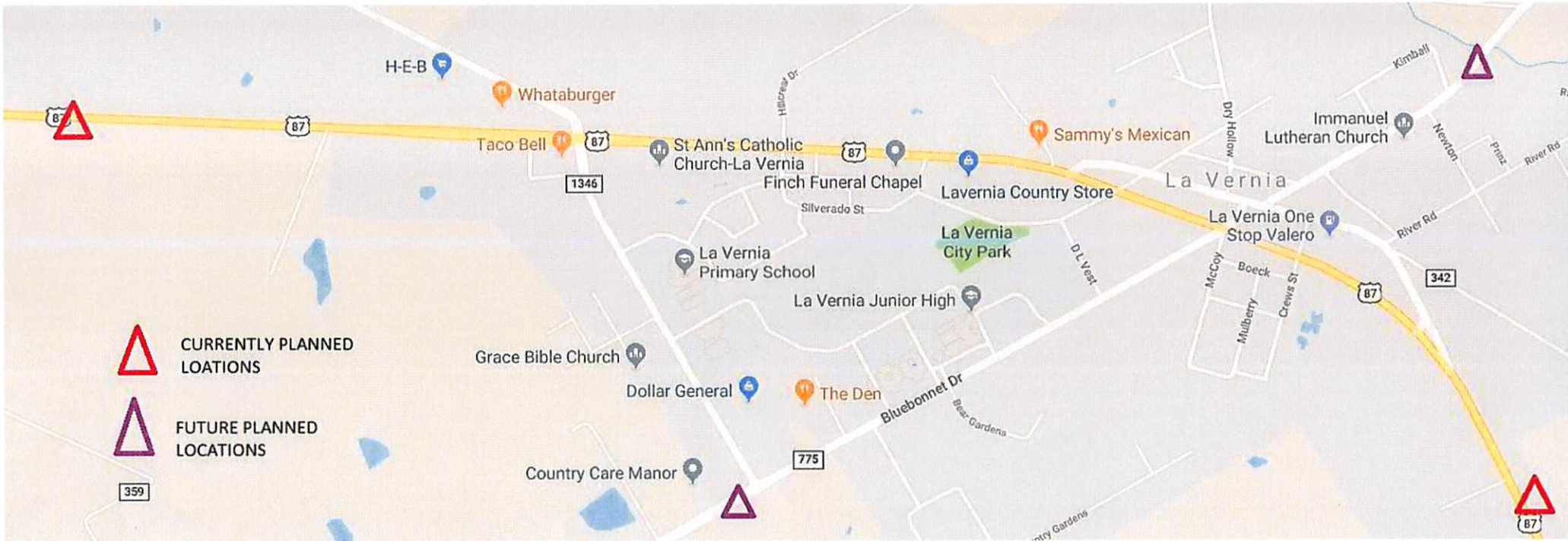
Two additional cameras are sought for future. One camera deployed on FM775 (Seguin Street) entering the city limits of La Vernia. The remaining camera would be installed on a single pole on FM775 entering the city limits near the La Vernia Nursing Home. This would cover most traffic areas entering the city limits and would cover the ability of officers to initiate investigations based on what the camera captures.

Other cities using Flock Cameras:

City of Jersey Village/Population 7,620: Officer Mong reported 48 cameras in use, online for about 3 months and strongly recommended them for our city. Explained their cameras have assisted in locating stolen vehicles, instant emails on vehicles linked to Terrorists and gang members and the motion activation feature can notify law enforcement if seeing a person, animal or bicycle crossing the activation area. Their city had an instant drop in vehicle burglaries in several shopping areas. Had no negative comments to report about cameras.

Lakeside City/Population 997: City Manager Eric Stevens reported 4 cameras are in use, online for about a week and already worth the investment based on what vehicles its discovered involving criminal activity. He added it was worth the investment and would recommend the purchase for our city. Software was user friendly for all users. No negatives to report.

City of Ovilla/Population 3492: Police Chief Brian Windham reported that 1 camera is in place and has been since the beginning of 2019 and stated that they have plans for 2 more cameras. He noted that the camera has been extremely reliable, and in the one instance of it going out of service due to lack of sunlight for too many days, that the company responded and got it back online quickly. Chief Windham stated that he has been able to use the camera during investigations, and added that it has been also used to recover stolen vehicles. Of note, Chief Windham mentioned that the camera had been used to locate a vehicle that was scouting the area for criminal activity. Chief Windham recommended the purchase of Flock Cameras and stated that they are worth the investment. Chief Windham did not have any negatives regarding the Flock Camera systems.



FLOCK GROUP INC.

PO Box 207576
Dallas, TX 75320-7576

**SAAS SERVICES AGREEMENT
ORDER FORM**

The attached documents describe the relationship between Flock Group Inc. (“Flock”) and the customer identified below (“Customer”) (each of Flock and Customer, a “Party”). The documents attached to this order form (“Order Form”) will consist of the document entitled “Terms and Conditions” (the “SaaS Terms”) and any schedules attached thereto which describe and set forth the general legal terms governing the relationship (collectively, the “Agreement”). The SaaS Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “Effective Date”).

Customer: La Vernia Police Department	Contact: Eric Doyle
Address: 202 Chihuahua St, La Vernia, TX 78121	Phone: 830-779-2113
	E-Mail: edoylelvpd@lavernia-tx.gov
Usage Fees: \$ <u>\$8,000</u> per <u>Year</u> (the “Payment Period”) Number of Cameras: <u>4</u>	Initial Term: <u>25 months</u> Renewal Term: <u>24 Months</u>
Installation Fee (one-time): \$ <u>\$0.00</u>	

The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer Name:
By: _____ Name: _____ Title: <small>Title</small> _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1. **"Authorized End User"** shall mean any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.
- 1.2. **"Customer Content"** will mean the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Content will include the Footage.
- 1.3. **"Documentation"** will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.
- 1.4. **"Embedded Software"** will mean the software and/or firmware embedded or preinstalled on the Hardware.
- 1.5. **"Flock IP"** will mean the Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.
- 1.6. **"Footage"** means still images captured by the Hardware in the course of and provided via the Services.
- 1.7. **"Hardware"** shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term **"Hardware"** excludes the Embedded Software.
- 1.8. **"Installation Services"** means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.
- 1.9. **"Services"** means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.
- 1.10. **"Unit(s)"** shall mean the Hardware together with the Embedded Software.
- 1.11. **"Web Interface"** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

- 2.1. **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features

and functions of the Services via the Web Interface during the Service Term, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and user name ("**User ID**"). Flock will also provide Customer the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which make the Services available to Customer and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third party service provider to the extent that such warranties can be provided to Customer. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

- 2.2. **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Services.
- 2.3. **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Services as contemplated herein.
- 2.4. **Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to

obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5. **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion.

2.6. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock IP (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as

reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7. **Installation Services.** Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location and position of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). Following the initial installation of the Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Customer agrees and understands that the Services will not function without the Hardware. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Services or any part thereof, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default

and Flock shall have the right to enforce any other legal remedy or right.

2.8. **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9. **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and of Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. **Customer Obligations.** Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone, and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2. **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer will use the Services only in compliance

with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, Customer's Installation Obligations, or otherwise from Customer's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; CUSTOMER DATA

4.1. **Confidentiality.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order,

provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

- 4.2. **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Services to Customer, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.
- 4.3. **Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 4.4. **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling anonymized and/or aggregated data based on Customer Data input into the Services (the "**Aggregated Data**"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and

corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Customer Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

- 5.1. **Fees.** Customer will pay Flock the first Usage Fee and the Installation Fee (the "Initial Fees") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Customer shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.
- 5.2. **Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Customer (which may be sent by email). If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Customer acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Customer may have had as a result of such billing error.
- 5.3. **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

- 6.1. **Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form (each, a "**Renewal Term**"), and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.2. **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.3. **Effect of Termination.** Upon any termination, Flock will collect all Units, delete all Customer Data, terminate Customer's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Customer shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units.

6.4. **Survival.** The following sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.4, 7.4, and 8-9.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1. **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Flock agrees to replace cameras once at no cost to Customer in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2. **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in

any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3. **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4. **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS,

EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

9. MISCELLANEOUS

- 9.1. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 9.2. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.
- 9.3. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 9.4. **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Flock in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 9.5. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is

electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

- 9.6. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.
- 9.7. **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business and development and marketing efforts, including without limitation on Flock's website.
- 9.8. **Export; US Government Customers.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

EXHIBIT A

Statement of Work

Installation Services includes the following:

Installation of Flock Gate Cameras

Installation of Flock signage

Installation of 14 foot poles (one for each camera)

Re: Sole Source Letter for Flock Safety Cameras and Solution
To: Lavernia Police Department
Date: May 23, 2019

Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety Camera.

Description:

- Wireless deployment of license plate reading cameras with integrated solar and cellular networks
- Wireless ALPR camera in total weighing less than 5lbs
- On device machine processing to limit LTE bandwidth consumption
- Covert industrial design for minimizing visual pollution
- Machine vision to analyze vehicle license plate, vehicle color, and vehicle make
- Machine vision to detect persons, animals, vehicles, and other cars
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, partial/full license plate, and object detection
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thanks,
Garrett Langley
CEO, Flock Safety
888 3rd Street, Atlanta, GA, 30318

Flock's Mobile ALPR System - Lavernia Police Department

www.flocksafety.com



Why Security

In the United States, 87% of nonviolent crime goes unsolved. According to FBI statistics, nationwide, there was an estimated 7,919,035 property crimes in 2016. "Collectively, victims of property crimes suffered losses estimated at \$15.6 billion."

Why Flock

With customers across the United States, Flock is the only company that specializes in affordable ALPR security cameras. We build our own hardware, write our own software, and provide full service for the life of your contract. All of this (and more) is included in your price.

Flock cameras are the only wireless, infrastructure free, license plate reading camera on the market.

The Technology

License Plate Reading

Flock cameras log all vehicular traffic with license plate number, timestamp, and corresponding image to the Flock Cloud. They support vehicles up to 70 MPH and 75 ft ahead and leverage a machine vision algorithm and optical character recognition for license plate detection.

Wireless

Cameras come equipped with solar panels +battery and cellular connections for a discrete and completely wireless installation. Flock can also hook up to existing power sources if preferred.

Data Records

Flock stores all data for 30 days. All data is securely stored with AES256 encryption.

Installation

All installations include a 14ft pole on which to mount the camera. Agencies may also place the camera on an existing pole or utilize a trailer for a more mobile experience.

Day/Night

Flock is able to capture pictures during both day and night. During the day, Flock captures the license plate, make, model, and color of the vehicle. At night, the license plate is captured.

Other Footage Captured

Flock cameras are motion-activated. While the license plate is the primary focus as it is the best evidence to provide to police, the cameras capture motion of all kinds and provide a searchable interface for not only vehicles but pedestrians, bicyclists, and even pets.

Searchable Interface

Agencies can view all footage captured or filter by day/time, camera, or even specific fields including but not limited to: vehicle type, partial or full license plate, resident vs. non-resident, pedestrian, bicyclist, and dog and cat.

Accessing Footage

You own 100% of the data. Flock will not share, sell, or access your data. The footage can be accessed via a web portal.

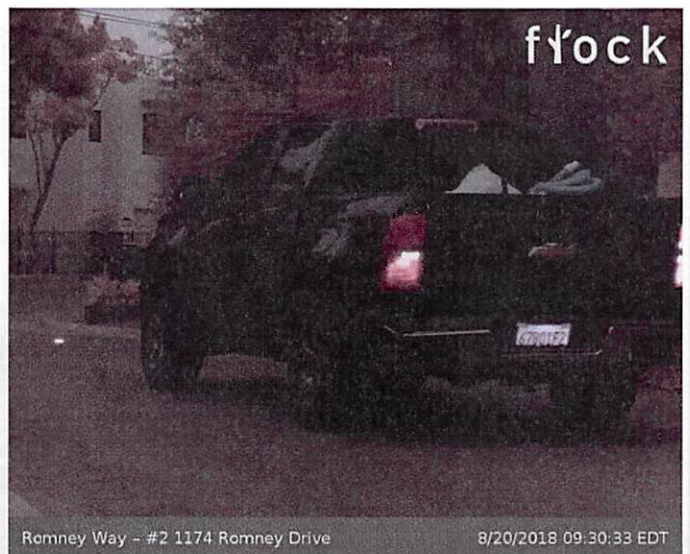
Hotlist Integration

Flock cameras can integrate with your local hotlist and provide notifications based on a FBI database of over 250,000 license plates of interest such as stolen vehicles, arrest warrants and protection orders. If a vehicle on this list is recorded by your Flock camera, a notification will automatically be sent for a chance to dispatch. Additionally, Flock can work with your department to implement a "custom hotlist" feature at your request.

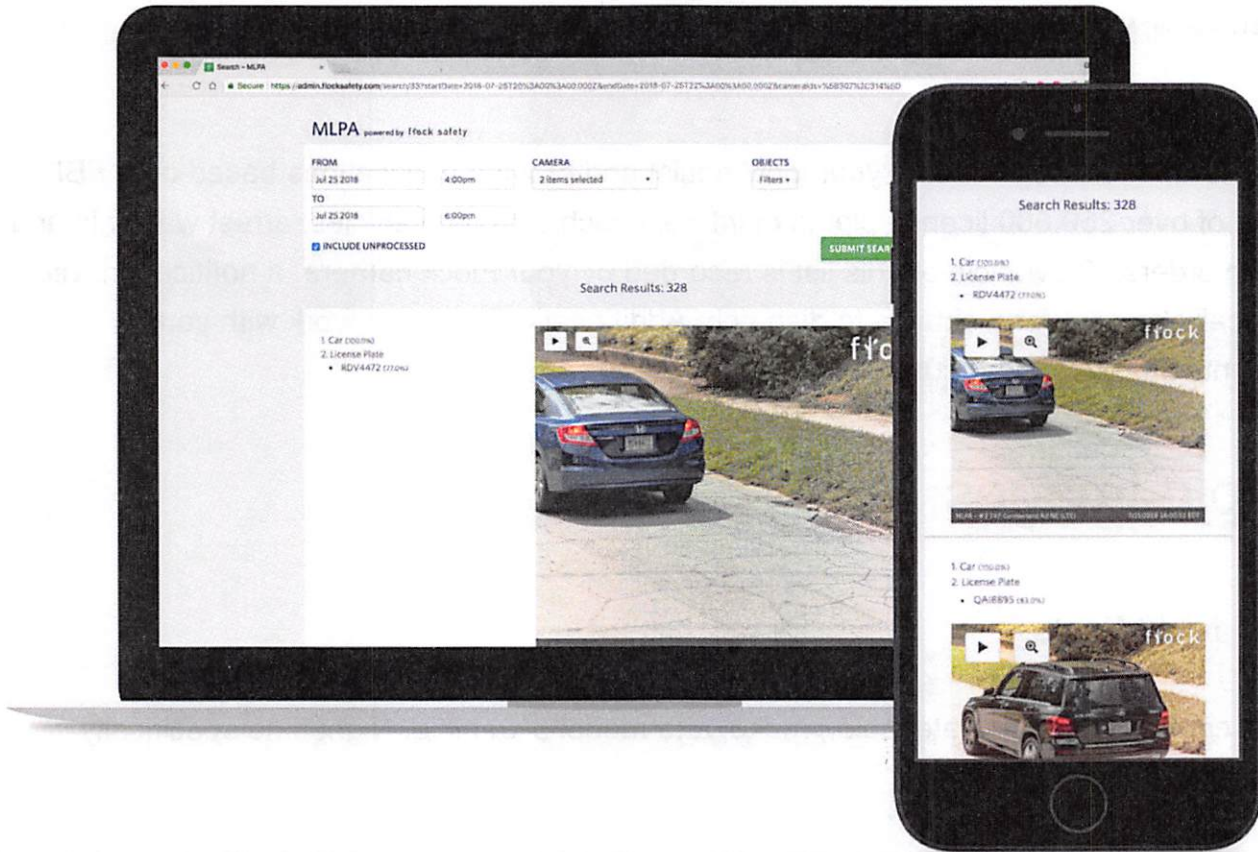
Sample Images

Day and Night Footage

Day time captures license plate, color, make, and model of vehicle. Night time specifically captures license plate.



Accessing Footage



Installation



Key Terms of the Contract

Terms - 24 months

Support - Flock will install and maintain the product over the duration of the contract.

Next Steps -

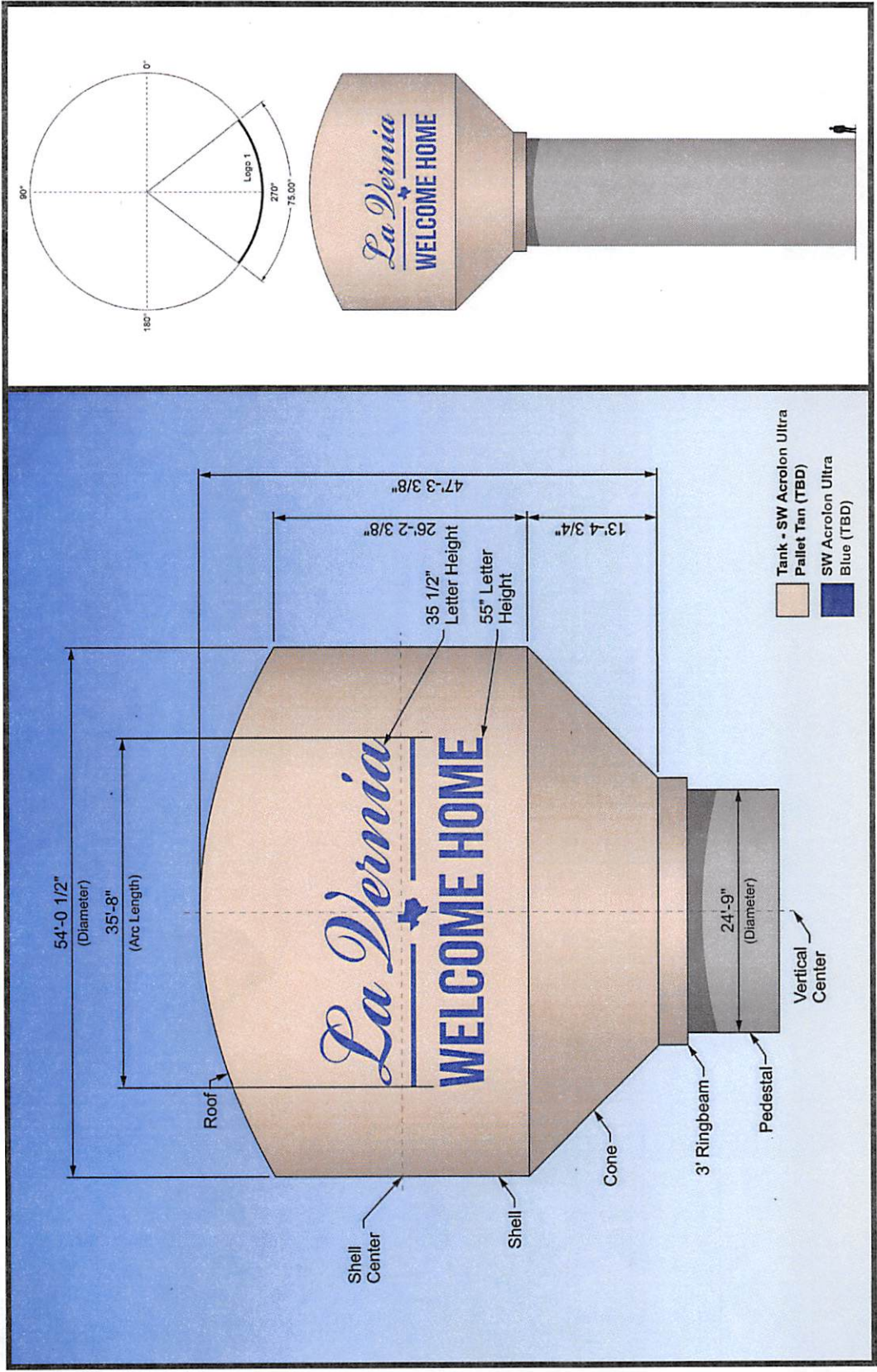
1. Review proposal
2. Sign Flock purchase order
3. Complete billing setup
4. Introduction to Account Manager who will establish install schedule and be primary point of contact
5. Installation of cameras (4-6 weeks)

Upfront Costs	Price	QTY	Subtotal
Installation	\$500.00	4	\$2,000.00
Camera Equipment	\$0.00	4	\$0.00
14ft Pole	\$0.00	4	\$0.00
		Subtotal	\$2,000.00
		Installation Discount (100%)	-\$2,000.00
		Total	\$0.00

Annual Fees	Price	QTY	Subtotal
Flock	\$2,000.00	4	\$8,000.00
Software, Hosting, Cellular, Maintenance/Support			
		Subtotal	\$8,000.00
		Total Annual Fee:	\$8,000.00

April 5, 2019

This proposal expires in 30 days.



Notice:
 Colors shown are close approximations. Printer and media variations may distort colors from actual paint colors slightly. Renderings are approximate and are provided for a visual aid. Field verify tank shell height before installing patterns.

Date: _____
 Signature: _____
 Approved Resubmit

Client: Landmark Structures
 Design: 1627 - La Vernia, TX
 Draft 2
 Designer: Timothy Goodeaux

Danny McKinney / Owner
 1375 N. Beglis Pkwy
 Sulphur, LA 70663
 (337) 625-4179
 (337) 794-1564
 dannymc@lakeareasignco.com



Landmark Structures

1665 Harmon Road
Fort Worth, Texas 76177
817.439.8888 Phone
817.439.9001 Fax

www.teamlandmark.com

LOGO ORIENTATION VERIFICATION & LOGO PLACEMENT DESIGNEE

Landmark Job Number: 1627

**Project: Woodcreek 500,000 Gallon Elevated Water Storage Tank #2 and Site Work/
System Interconnection**

Owner: City of La Vernia

The attached **Logo Rendering Submittal** depicts logo orientation and placement pursuant to the most current contract drawing(s) and/or communication between Landmark and the client/owner representative. Landmark requires the client/owner representative to designate an individual to be present at the project site for verification of the centerline of each approved logo, prior to application. This individual will be referred to as the **Logo Placement Designee**.

Please provide the name of your **Logo Placement Designee**, including title and contact information, in the highlighted sections below. Landmark's Superintendent or Landmark's Subcontractor, whichever is applicable, will coordinate a jobsite meeting with the **Logo Placement Designee** to verify the centerline. The centerline for each approved logo will be marked on the tank and the ground at the time of the jobsite meeting. However, the approved logo(s) may not necessarily be applied to the tank at that time. This form shall be signed and dated at the jobsite meeting, confirming logo placement acceptance (verification of the center line). Landmark or Landmark's Subcontractor will not proceed with the application of the approved logo(s) without a signed form.

Logo Placement Designee:

Name: _____

Title: _____

Mobile Number: _____

E-Mail: _____

Alternate Logo Placement Designee:

Name: _____

Title: _____

Mobile Number: _____

E-Mail: _____

In the event the primary **Logo Placement Designee** is unable to attend the meeting, and/or an alternate designee becomes necessary, we request that you provide the name and contact information of an **Alternate Logo Placement Designee** in the highlighted sections above.

Any changes or revisions to placement, orientation, or content of the logo in the field SHALL be documented and attached to this signed and dated form.

AUTHORIZATION & VERIFICATION
(To be Signed & Dated at the Jobsite Meeting)

**Logo Placement Designee/
Alternate Logo Placement Designee:**

Name (Print)

Signature

Date

**Landmark Superintendent/
Landmark Subcontractor:**

Name (Print)

Signature

Date

DROUGHT CONTINGENCY PLAN
FOR THE
CITY OF LA VERNIA

Section I: Declaration of Policy, Purpose and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City hereby adopts the following regulations and restrictions on Drought Contingency Plan (the Plan) for the delivery and consumption of water.

Water uses regulated or prohibited under the Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of La Vernia by means of previous scheduling and providing public notice of a public meeting to accept input on the Plan.

Section III: Public Education

The City of La Vernia will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. The information will be provided by City website, utility bill messages, press releases, public notices and signs

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of La Vernia is located within the SOUTH CENTRAL TEXAS REGIONAL water and Canyon Regional Water Authority (CRWA) planning area. The supplier has provided a copy of this plan to the SOUTH CENTRAL TEXAS REGIONAL WATER PLANNING GROUP, Region "L" for the State, Canyon Regional Water Authority, San Antonio River Authority and Texas Water Development Board.

Section V: Authorization

The City Administrator or his/her designee is hereby authorized and directed to implement the applicable provisions of the Plan upon determination that such implementation is necessary to protect public health, safety and welfare. The City Administrator, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in the Plan.

Section VI: Application

The provisions of the Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations and all other legal entities.

Section VII: Definitions

For the purpose of this Plan, the following definitions shall apply:

Aesthetic Water Use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Athletic Field: A sports play field including playgrounds whose essential feature is a grass turf, other than a golf course.

- a) Conforming athletic field – An athletic field with an approved groundwater conservation plan under Section XI of this Plan.
- b) Non-conforming athletic field – Any other athletic field that is not a conforming athletic field.

Commercial and Institutional Water Use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotel and motels, restaurants, and office buildings.

Conservation: Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: Any person, company, or organization using water supplied by the City of La Vernia.

Domestic Water Use: Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even Number Address: street address, box numbers, or rural postal route numbers ending in 0,2,4,6 or 8 and locations without addresses.

Hand-held Watering: A hose or bucket physically attended by a person, fitted with a manual or automatic shutoff nozzle.

Landscape Irrigation Use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, and right-of-ways and medians.

Mobile Home Communities: Property owned by an individual or commercial establishment who rents such property for mobile or manufactured home placement; must comply with the requirements and restrictions as a “Customer” in this section.

Non-essential Water Use: water uses that are neither essential nor required for the protection of public, health, safety and welfare, including:

- a) Irrigation of landscape areas, including parks, athletic fields, except otherwise provided under this Plan;
- b) Use of water to wash any motor vehicles, motorbike, boat, trailer, airplane or other vehicle;
- c) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd Numbered Address: street addresses, box numbers, or rural postal route numbers ending in 1,3,5,7 or 9.

Private Water Well: Well on private property that is no inter-connected with the City’s water.

Re-use Water: a treated non-potable water source used for irrigation.

Wasting Water: Watering a non-previous surface or landscape watering that goes beyond a customer’s property. Waste of water also includes, but is not limited to, allowing water to run off into a gutter, ditch or drain, or failing to repair a controllable leak.

Section VIII: Triggering Criteria for Initiation and Termination of Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be

by mean of publication in a newspaper, website, social media and/or signs posted in public places.

The District's Customers receive water from three wholesale water suppliers. The trigger conditions for the drought stages vary depending on the source(s) of water used to serve a Customer. Therefore, at any one time, some Customers may be in one stage and other Customers in different stages depending on the water source providing water to the customer.

Stage 1 – Restrictions – Mild Water Shortage Conditions

Requirements for Initiation – It is mandatory that customers conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII – Definitions, when one or all of the following are reached

WATER SOURCE DROUGHT STAGE TRIGGERS

CRWA Upon notification from CRWA that STAGE 1 conditions exist

- a) City of La Vernia receives notification from the General Manager of CRWA of Stage 1 conditions
- b) Water demand is projected to approach 100% of the monthly limit of the CRWA permitted supply
- c) Annual Monthly average drawdown as measured by CRWA rules equal 85% of allowable
- d) The City's water system has malfunctioned, but is still able to keep up with demand.
- e) Purchased water exceeds 85% of total contracted amount
- f) Pump Station Capacity exceeds 85% for four (4) consecutive days
- g) Storage tanks continuously fill for four (4) consecutive days
- h) Distribution line pressure drops to 40 psi for four (4) consecutive days

Requirements for termination

Stage 1 of the Plan may be rescinded when the above-referenced entity for a specific water source announces the termination of the Drought Stage or if when all of the conditions listed as triggering events have ceased to exist for a period of five (5) consecutive days.

Stage 2 – Restrictions -- MODERATE Water Shortage Conditions

Requirements for Initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section VII of the Plan when one or all of the following are reached:

WATER SOURCE DROUGHT STAGE TRIGGERS

CRWA Upon notification from CRWA that STAGE 2 conditions exist

- a) City of La Vernia receives notification from the General Manager of CRWA of Stage 2 conditions
- b) Water demand is projected to approach 110% of the monthly limit of the CRWA permitted supply
- c) Annual Monthly average drawdown as measured by CRWA rules equal 95% of allowable
- d) The City's water system has malfunctioned, but is still able to keep up with demand.
- e) Purchased water exceeds 90% of total contracted amount
- f) Pump Station Capacity exceeds 90% for four (4) consecutive days
- g) Storage tanks continuously fill for five (5) consecutive days
- h) Distribution line pressure drops to 40 psi for five (5) consecutive days

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of thirty (30) consecutive days or when rescinded by the City Administrator or his/her designee. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 – Restrictions – SEVERE Water Shortage Conditions

Requirements for Initiation

Customers shall be required to comply with the requirements and restriction on certain non-essential water uses for Stage 3 of the Plan when one or all of the following are reached:

WATER SOURCE DROUGHT STAGE TRIGGERS

CRWA Upon notification from CRWA that STAGE 3 conditions exist

- a) City of La Vernia receives notification from the General Manager of CRWA of Stage 3 conditions
- b) Water demand is projected to approach 120% of the monthly limit of the CRWA permitted supply
- c) Annual Monthly average drawdown as measured by CRWA rules equal 100% of allowable
- d) The City's water system has malfunctioned, but is still able to keep up with demand.
- e) Purchased water exceeds 95% of total contracted amount
- f) Pump Station Capacity exceeds 95% for four (4) consecutive days
- g) Storage tanks continuously fill for six (6) consecutive days
- h) Distribution line pressure drops to 40 psi for six (6) consecutive days

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of thirty (30) consecutive days or when rescinded by the City Administrator or his/her designee. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 - Emergency Restrictions – CRITICAL Water Shortage Conditions Including System or Water Quality Failure

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 4 of this Plan when the City Administrator or designee determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, loss of a storage tank, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supplies, including floods or other natural disasters.

WATER SOURCE DROUGHT STAGE TRIGGERS

CRWA Upon notification from CRWA that STAGE 4 conditions exist

- a) City of La Vernia receives notification from the General Manager of CRWA of Stage 4 conditions
- b) Water demand is projected to approach 120% of the monthly limit of the CRWA permitted supply
- c) Annual Monthly average drawdown as measured by CRWA rules equal 100% of allowable
- d) The City's water system has malfunctioned, but is still able to keep up with demand.
- e) Purchased water exceeds 100% of total contracted amount
- f) Pump Station Capacity exceeds 100% for four (4) consecutive days
- g) Distribution line pressure drops to 35 psi for two (2) consecutive days

Water Rationing

Requirements for Initiation - Customers shall be required to comply with the water rationing allocation plan prescribed in Section XIII of the Plan when the Mayor and City Council determine that the water supply emergency exists and comply with the requirements and restrictions for Stage 4 of the Plan when:

- (a) Extreme drought conditions exist;
- (b) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
- (c) Natural or man-made contamination of the water supply source occurs.

Requirements for termination –

Stage 4 of the Plan may be rescinded when the above-referenced entity for a specific water source announces the termination of the Drought Stage or may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five (5) consecutive days.

Section IX:

1. Wasting Water:

- (a) It shall be unlawful for any person or customer to waste water.
- (b) Year round outdoor watering between 10:00 am – 8:00 pm is prohibited.
- (c) It shall be a violation if a person or customer allows water to run off into a non-pervious ditch, or failure to repair a controllable leak.
- (d) Re-use water usage is exempt from the plan.
- (e) Customers using water from a private water well must comply with all requirements of the plan.

Section X: Drought Response Stages

The General Manager or designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a mild, moderate, severe, critical, or emergency condition exists and shall implement the following actions upon publication of notice in a newspaper of general circulation:

Stage 1 - Mild Water Shortage Conditions

Goal: Achieve a mandatory 10 percent reduction in daily water demand.

Supply Management Measures:

Director of Public Works shall be responsible for overseeing the reduction or discontinued flushing of water mains, activation and use of an alternative supply source(s), use of reclaimed water for non-potable purposes, and blending of alternate sources.

Water Use Restrictions:

Under the threat of penalty for violation, the following water use restrictions shall apply to all persons.

1. **Landscape watering** with an irrigation system or sprinklers permitted only one day/week. Based on last digit of street address, the following schedule applies:
 - 0,1 – Monday
 - 2,3 – Tuesday
 - 4,5 – Wednesday
 - 6,7 – Thursday
 - 8,9 – Friday
2. Watering with a hand-held hose, soaker hose or drip irrigation is permitted only between the hours of 12:00 AM to 10:00 AM and 8:00 PM to midnight on designated water days.
3. Charity car washes permitted at commercial car washes that use recycled water or is certified as a conservation car wash
4. Washing impervious cover such as parking lot, driveway, street or sidewalk prohibited
5. Restaurants may serve water only upon request

6. Pools must be covered at least 25% when not in use
7. Vehicle washing at home permitted only during designated days and times
8. Installation of new landscapes permitted only if more than 50% is drought tolerant turf and if proper horticultural practices are used. Variances may be granted.
9. Athletic fields - watering permitted only between midnight and 9 a.m. for health and safety reasons, unless conservation plan approved by La Vernia City Council/City Administrator and his/her designee.
10. Commercial/Industrial/Schools/Institutional landscape watering is permitted on Wednesday only.
11. All operations of the City of Schertz shall adhere to water use restriction prescribed for Stage 1 of the Plan.
12. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

Stage 2 – Restrictions - MODERATE Water Shortage Conditions

Goal: Achieve a 15% percent reduction in daily water demand.

Supply Management Measures:

Director of Public Works shall see that reduced or discontinued flushing of water mains, reduced or discontinued irrigation of public landscaped areas; use of blending an alternative supply source(s); use of reclaimed water for non-potable purposes.

Water Use Restrictions : Under threat of penalty for violation, the following water use restrictions shall apply to all persons, along with previous restrictions from Stage 1:

1. All restrictions from Stage 1 are still in effect.
2. Landscape watering with an irrigation system or sprinkler permitted on one day/week on same schedule as Stage I during the hours of 3 a.m. to 8 a.m. and 8 p.m. to 10 p.m.
3. Watering with a hand-held hose, soaker hose or drip irrigation is permitted to maintain trees, shrubs and other ornamental plants on any day between 3 a.m. to 8 a.m. and 8 p.m. to 10 p.m.
4. Filling all new and existing swimming pools is prohibited unless at 30% of the water is obtained from a source other than the aquifer. Groundwater may be used to replenish swimming pools to maintenance levels. Draining of swimming pools is permitted only onto a previous surface or onto a pool deck where the water is transmitted directly to a previous surface, and only if necessary to:
 - a) Remove excess water from the pool due to rain to lower the water to the maintenance level;
 - b) Repair, maintain, or replace a pool component that has become hazardous; or
 - c) Repair a pool leak
5. Pools must be covered at least 50% when not in use
6. Installation of non-drought turf is prohibited.
7. Public playing fields - watering permitted only between midnight and 9:00 a.m. to

extent necessary to protect health and safety, unless conservation plan approved by La Vernia City Council/City Administrator or his/her designee.

8. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

9. Use of water from fire hydrants shall be limited to fire fighting and related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of La Vernia.

10. All restaurants are prohibited from serving water to its patrons except when requested.

11. The following uses of water are defined as non-essential and are prohibited:

1. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
2. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
3. Use of water for dust control;
4. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 – Restrictions -- SEVERE Water Shortage Conditions

Goal: Achieve a 25 percent reduction in daily water demand.

Supply Management Measures:

Director of Public Works shall see that reduced or discontinued flushing of water mains, reduced or discontinued irrigation of public landscaped areas; use of blending an alternative supply source(s); use of reclaimed water for non-potable purposes.

Water Use Restrictions: All requirements of Stages 1 & 2 shall remain in effect during Stage 3 except:

1. Landscape watering is prohibited except by handheld watering or drip irrigation during designating watering days as described in Stage 1 & 2.
2. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
3. The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools are prohibited.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
5. No applications for additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

6. Application of groundwater in the morning before 8:00 am and in the evening after 8:00 pm by means of a handheld bucket, handheld hose, soaker hose or properly installed drip irrigation system, immediately next to a concrete foundation solely for the purpose of preventing, and to the extent the watering is necessary to prevent, substantial damage to the foundation or the structure caused by movement of the foundation.

7. Athletic field - Conforming 25% reduction watering as in Section XI

Non-conforming 30% reduction watering as in Section XI.

Stage 4 - Emergency Restrictions – CRITICAL Water Shortage Conditions

Goal: Achieve a forty percent (40%) reduction in daily water demand

Supply Management Measures:

Director of Public Works shall see that reduced or discontinued flushing of water mains, reduced or discontinued irrigation of public landscaped areas; use of blending an alternative supply source(s); use of reclaimed water for non-potable purposes.

Water Use Restrictions.

All restrictions in Stage I, II, and III shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (c) Implementation of additional drought contingency measures may be applied at the direction of the City of La Vernia.

Section XI: Athletic Fields

Notwithstanding any other language in the Plan, the owners of athletic fields that are applicants or customers of an applicant shall be required to submit a groundwater conservation plan and shall be defined as "conforming" or "non- conforming" and shall reduce usage of City supplied groundwater under the following terms:

1. It shall be unlawful to water any athletic field between the hours of 10:00 am and 8:00 pm
2. A conforming athletic field is one that achieves enhanced conservation by utilizing a CCIS, or similar system, which may be comprised of a computer controller (digital operating system), software, interface modules, satellite, field controller, soil sensors, weather station, or similar devices, which is capable of achieving maximum efficiency and conservation in the application of water to the athletic field, must accomplish the following restrictions listed in subparagraphs (A)-(C) of this paragraph:

(A) Stage 1 Restrictions – 10% reduction in the replacement of daily evapotranspiration rate ("ET rate") or daily soil holding capacity, or use of not more than 95% of the metered amount for that corresponding month.

(B) Stage 2 Restrictions – 15% reduction in the replacement of daily ET rate or daily soil holding capacity; or use of not more than 90% of the metered amount for that corresponding month,

(C) Stage 3 Restrictions - 25% reduction in the replacement of daily ET rate or daily soil holding capacity, or use of not more than 75% of the metered amount for that corresponding month.

(D) Stage 4 Restrictions – 40% reduction in the replacement of daily ET rate or daily soil holding capacity, not to exceed 60% of metered amount.

(3) A non-conforming athletic field shall comply with the following reduction measures listed in paragraphs (A)-(C) of this subsection:

(A) Stage 1 Restrictions - 15% reduction in the replacement of daily ET rate as monitored by a properly operating CCIS, or use of not more than 95% of the metered amount for that corresponding month for athletic fields that are not equipped with a CCIS;

(B) Stage 2 Restrictions - 20% reduction in the replacement of daily ET rate as monitored by a properly operating CCIS, or use of not more than 90% of the metered amount for that corresponding month for athletic fields that are not equipped with a CCIS;

(C) Stage 3 Restrictions - 30% reduction in the replacement of daily ET rate as monitored by a properly operating CCIS, or use of not more than 85% of the metered amount for that corresponding month for athletic fields that are not equipped with a CCIS.

(D) Stage 4 Restrictions – 40% reduction in the replacement of daily ET rate as monitored by a properly operating CCIS or use of not more than 60% of the metered amount for that corresponding month for athletic fields that are not equipped with a CCIS.

(4) The owner or operator of an athletic field must comply with all rules relating to Stage 3 and 4.

(5) The owner or operator of an athletic field must maintain daily water use records, which must be available for inspection upon request.

(6) The owner or operator of a conforming athletic field or an athletic field with a CCIS must maintain daily water use records of their ET rate or daily soil holding capacity, which must be available for inspection upon request.

(7) All daily records must be kept on site.

Section XII: Water Rationing

In the event that water shortage conditions threaten public health, safety, and welfare, the Mayor is hereby authorized to require water ration watering according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the City of La Vernia of a greater number of persons per household on a form prescribed by the Director of Public Works. The Director of Public Works shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the City of La Vernia offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim the number of persons per household at the time of applying for water service on the form prescribed by the Director of Public Works. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of La Vernia on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of La Vernia in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the Director of Public Works shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of La Vernia of a reduction in the number of person in a household shall be fined not less than \$200.00. Residential water customers shall pay the following surcharges:

- \$2.00 for the first 1,000 gallons over allocation.
- \$3.00 for the second 1,000 gallons over allocation.
- \$4.00 for the third 1,000 gallons over allocation.
- \$5.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the City of Schertz of a greater number on a form prescribed by the Director of Public Works. The Director of Public Works shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Schertz offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim only those occupying the dwelling unit at the time of applying for water service on the form prescribed by the Director of Public Works. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City of Schertz in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the Director of Public Works shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Schertz of a reduction in the number of person in a household shall be fined not less than \$200.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- \$2.00 for the first 1,000 gallons over allocation.
- \$3.00 for the second 1,000 gallons over allocation.
- \$4.00 for the third 1,000 gallons over allocation.
- \$5.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water usage allocation shall be established by the City Administrator or Director of Public Works, or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately seventy-five percent (75%) of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. The Director of Public Works shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of La Vernia to determine the allocation. Upon request of the customer or at the initiative of the Director of Public Works, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation

established hereunder to the City Administrator. Nonresidential commercial customers shall pay the following surcharges:

- \$2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$4.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$5.00 per thousand gallons for each additional 1,000 gallons over allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Industrial Customers and Commercial Nurseries

A monthly water usage allocation shall be established by the Director of Public Works, or his/her designee, for each industrial customer, which uses water for processing purposes. The industrial customer's and commercial nurseries allocation shall be approximately ninety percent (90%) of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers and commercial nurseries, the industrial customer's and commercial nurseries allocation shall be further reduced to 85% percent of the customer's water usage baseline. The industrial customer's and commercial nurseries water usage baseline will be computed on the average water usage for the 12 month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's and commercial nurseries billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The Director of Public Works shall give his/her best effort to see that notice of each industrial customer and commercial nurseries allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of La Vernia to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the Director of Public Works, the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water usage because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce usage is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer and commercial nurseries, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Administrator. Industrial customers and commercial nurseries shall pay the following surcharges:

Customers whose allocation is 90% of their twelve month average.

- \$ 2.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$ 3.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$ 4.00 per thousand gallons for the third 1,000 gallons over allocation.

\$ 5.00 per thousand gallons for each additional 1,000 gallons over allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Section XIII: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Schertz for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Administrator, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine up to \$200.00. Each day that one or more of the provisions in the Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Director of Public Works shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$150.00, and any other costs incurred by the City of Sla Vernia in discontinuing service. In addition, suitable assurance must be given to the Director of Public Works that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the City of La Vernia, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Any police officer, code enforcement officer, or other City of La Vernia employee designated by the Director of Public Works, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and addresses of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on or before the 14th day following the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged

violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section XIV: Variances

The City Administrator, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Drought Contingency shall file a petition for variance with the City of La Vernia within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Director of Public Works, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

Variances granted by the City of La Vernia shall be subject to the following conditions, unless waived or modified by the City Administrator or his/her designee:

- (a) Variances granted shall include an acceptable timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.



The following is hereby accepted as an amendment to Attachment B (Fee Schedule) of the Standard Professional Services Agreement between Bureau Veritas North America, Inc. and the City of La Vernia, Texas, dated 8/27/2014 by changing a heading on the existing inspection fee table and by adding an additional method of calculating fees for residential construction referenced in HB 852, signed into law May 21, 2019.

FEE SCHEDULE

Modify the existing inspection fee table by changing the heading, “**Single Family Residential construction plan review and inspection**” to “**Residential construction plan review and inspection**”.

Add a new plan review and inspection fee table for 1 & 2 family residential dwellings.


Construction or Improvement of a Residential Dwelling

New Residential Construction	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Alteration/Addition for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade

City of La Vernia, Texas

By: _____
 Title: _____
 Signature: _____
 Date: _____

Bureau Veritas, North America, Inc.

By: Van Tran
 Title: VP Facilities Division, Central & East
 Signature: 
 Date: 6/5/2019
 DTQRR: David Stanford
 Date: 6/5/2019

Yvonne Griffin

From: David Stanford <david.stanford@bureauveritas.com>
Sent: Thursday, June 6, 2019 12:12 PM
To: yvonne.griffin@lavernia-tx.gov
Cc: Sharon PEOPLES
Subject: Bureau Veritas Fee Changes and Contract Amendment Related to HB 852
Attachments: HB 852 - Bureau Veritas Letter to City.pdf; Amendment to existing agreement for HB 852_ La Vernia.pdf; BV Calculator with SF 6-6-2019.xlsx

Based on the requirements of HB 852 that became effective May 21, 2019, Bureau Veritas has modified our fee schedule for new and alterations/additions to 1 & 2 family residential dwellings and townhouses.

We previously sent, to some clients, an amendment to the existing contracts that contained a fee schedule. Since our first communication, we have re-examined the fee schedule and revised it. The changes to the new residential fee schedule are based on the International Code Council building valuation data table. We changed the fees to reflect 85% of the published table. We changed the addition/alteration fee schedule by reducing the per trade fee from \$160.00 per trade to \$100.00 per trade.

Please note the following:

- The fee schedule under the heading “New Residential Construction” is for new homes based on total square feet. This includes all plan review and inspections.
- Total square feet includes the living area, garage and patio.
- The fee schedule under the heading “Alteration/Addition for Residential Construction” is for existing homes where there is building construction and associated trade inspections. This includes all plan review and inspections.
- The new fee schedule does not apply to other residential permits such as water heaters, gas tests, storage buildings, etc. These permits will continue to use the current fee schedules that are in your current contract.

Attached to this email are a letter that includes the text of the bill and an amendment to our existing agreement that contains the new fee schedule. Please execute and return to Bureau Veritas at your earliest convenience. Please contact us with any questions. Thank you.

David Stanford

Special Project Manager, Facilities Division

Bureau Veritas

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May 31, 2019

RE: 2019 Texas Legislative Action, HB 852,
Prohibition on Certain Value-Based Building Permit and Inspection Fees

Many cities currently base residential building permit fees on the cost of a proposed structure or improvement. HB 852 prohibits this practice. This bill was signed by the governor on May 21, and is effective immediately. There is no grace period, so cities using valuation as the basis for residential permit fees must change their method for calculating fees as soon as possible. Options include square footage-based fees, flat fees, or other non-cost- based calculation.

A copy of HB 852 is included. The bill provides:

- a. In determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a municipality may not consider:
 - (1) the value of the dwelling; or
 - (2) the cost of constructing or improving the dwelling.
- b. A municipality may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program.

Bureau Veritas will modify our fees for residential projects that are affected by this legislation and will send an amendment to your existing agreement.

Kind Regards,

AN ACT

1. relating to information a municipality may consider in determining
2. the amount of certain building permit and inspection fees.

3. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

4. SECTION 1. Subchapter Z, Chapter 214, Local Government
5. Code, is amended by adding Section 214.907 to read as follows:

6. Sec. 214.907. PROHIBITION ON CERTAIN VALUE-BASED BUILDING
7. PERMIT AND INSPECTION FEES. (a) In determining the amount of a
8. building permit or inspection fee required in connection with the
9. construction or improvement of a residential dwelling, a
10. municipality may not consider:
11.

12. (1) the value of the dwelling; or

13. (2) the cost of constructing or improving the
14. dwelling.

15. (b) A municipality may not require the disclosure of
16. information related to the value of or cost of constructing or
17. improving a residential dwelling as a condition of obtaining a
18. building permit except as required by the Federal Emergency
19. Management Agency for participation in the National Flood Insurance
20. Program.

21. SECTION 2. Section 214.907(a), Local Government Code, as
22. added by this Act, applies only to a building permit or inspection
23. fee assessed by a municipality on or after the effective date of
24. this Act in connection with the construction or improvement of a
25. residential dwelling.

26. SECTION 3. This Act takes effect immediately if it receives
27. a vote of two-thirds of all the members elected to each house, as

- 28. provided by Section 39, Article III, Texas Constitution. If this
- 29. Act does not receive the vote necessary for immediate effect, this
- 30. Act takes effect September 1, 2019.

President of the Senate

Speaker of the House

I certify that H.B. No. 852 was passed by the House on April 16, 2019, by the following vote: Yeas 126, Nays 9, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 852 was passed by the Senate on May 8, 2019, by the following vote: Yeas 29, Nays 2.

Secretary of the Senate

APPROVED:

Date

Governor

ORDINANCE NO. 061319-01

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR THE PURPOSES OF ALLOWING AUTO AND TRAILER RENTALS SPECIFICALLY KNOWN AS 13562 US HWY 87 W, CITY OF LA VERNIA, LOT 120, ZONED C-1 COMMERCIAL RETAIL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of La Vernia is a General Law Type A City under the statutes of the State of Texas; and

WHEREAS, the Texas Local Government Code authorizes a municipality to adopt zoning regulations designed to accomplish the goals as delineated in Section 211.004 of the Texas Local Government Code and for the purpose of regulating those issues as delineated in Section 211.003 of the Texas Local Government Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of La Vernia, Texas in compliance with the laws of the State of Texas and the Ordinances of the City of La Vernia, have given any and all requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested; and

WHEREAS, the Planning and Zoning Commission having investigated the manner in which the proposed location and character of such Specific Use will affect the Zoning Ordinance and the comprehensive plan of the City of La Vernia, Texas, make final report and recommendation to the City Council of the City of La Vernia, Texas, recommending that such application be granted; and

WHEREAS, City Council of the City of La Vernia, Texas, finds that the granting and approval of said application for such Specific Use Permit will not adversely affect the character and appropriate use of the area of neighborhood in which it is proposed to be located, will not substantially depreciate the value of adjacent and nearby properties for use in accordance with the regulations of the Zoning District in which they are located; will not be detrimental in keeping with the spirit and intent of said Zoning Ordinance; will not adversely affect traffic, public utilities, public health, public safety and the general welfare under the conditions hereinafter set forth.

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

Section 1. Specific Use Permit Granted

That the Specific Use Permit for U-Haul auto and trailer rentals specially known as Sarup Retail Inc., located at 1352 US Hwy 87 W., City of La Vernia, Lot 120, zoned C-1 Commercial Retail be adopted.

Section 2. Expiration

The Specific Use Permit granted herein shall TO BE FILLED IN....

Section 3. 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 4. 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 5. Effective Date

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

PASSED AND APPROVED: This the 13th day of June, 2019.

Robert Gregory
Mayor – City of La Vernia

ATTEST:

Brittani Porter
City Secretary

APPROVED AS TO FORM:

City Attorney's Office – City of La Vernia

RESOLUTION NO. R061319-01

A RESOLUTION OF THE CITY OF LA VERNIA MODIFYING THE CITY'S FEE SCHEDULE FOR BUILDING PERMITS AND PLAN REVIEWS; TEXAS ESTABLISHING A FEE SCHEDULE RELATED TO PLATTING, ENGINEERING FEES, LEGAL FEES, AND VARIANCE RELIEF FROM THE SUBDIVISION ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6-308 of the City's Code of Ordinances requires the City Council to establish a schedule of fees, fines, and rates for building and construction permits and plan review by resolution from time to time and made available for public review in the office of the City Secretary; and

WHEREAS, House Bill 852 was passed by the Texas State Legislature, 86th Regular Session, and amended Subchapter Z, Chapter 214, Local Government Code, thereby prohibiting certain value-based permit and inspections fees for residential dwellings; and,

WHEREAS, House Bill 852 prohibits cities from collecting building permit or inspection fees for a residential dwelling based on the value of the dwelling or the cost of constructing or improving the dwelling; and,

WHEREAS, House Bill 852 does not expressly prohibit cities from collecting building permit or inspection fees based on the square footage of the residential dwelling; and,

WHEREAS, due to the increase in permit applications experienced by the City of La Vernia, it is in the best interest of the City to recover the administrative costs associated with the inspection and plan review process; and

WHEREAS, the administrative costs are an integrated part of the approved fees for permits requiring adjustments to the fees as those costs for providing inspection and plan review services increases based upon the amount charged to the City of La Vernia by its selected Inspection Service Contractor for each building permit and plan review.

WHEREAS, the City Council of the City of La Vernia establishes the following Subdivision Ordinance Fee Schedule regulating rates for plan review, administrative fees, engineering fees, legal fees and court filing fees;

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

Section 1. Building Permit Fees and Plan Review Fees Modified

In addition to the fee established in Exhibit A for residential building permits which is attached hereto and incorporated herein, which includes an Administration Fee.

Section 2. Establishing a Fee Schedule for Ordinance No. 041008-01 Subdivision Ordinance.

All fees related to the development process are provided for in Exhibit B which is attached hereto and incorporated into and as a part of this Resolution.

Section 3. Effective Date

This resolution shall be effective upon passage by the City Council.

PASSED AND APPROVED, this, the 13th day of June 2019.

Robert Gregory, Mayor

ATTEST:

Brittani Porter, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

Exhibit A

BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE

Commercial and Multi-Family construction plan review

VALUATION	FOR FIRST	BASE RATE	FOR EACH ADDITIONAL \$1,000
\$1 to \$10,000		\$62.50	
\$10,001 to \$25,000	\$10,000.00	\$88.36	\$6.83
\$25,001 to \$50,000	\$25,000.00	\$190.74	\$4.93
\$50,001 to \$100,000	\$50,000.00	\$313.86	\$3.41
\$100,001 to \$500,000	\$100,000.00	\$484.49	\$2.74
\$500,001 to \$1,000,000	\$500,000.00	\$1,579.49	\$2.31
\$1,000,001 and up	\$1,000,000.00	\$2,735.74	\$1.54

Commercial and Multi-Family construction inspection

VALUATION	FOR FIRST	BASE RATE	FOR EACH ADDITIONAL \$1,000
\$1 to \$10,000		\$107.69	
\$10,001 to \$25,000	\$10,000.00	\$152.25	\$11.76
\$25,001 to \$50,000	\$25,000.00	\$328.65	\$8.48
\$50,001 to \$100,000	\$50,000.00	\$540.75	\$5.88
\$100,001 to \$500,000	\$100,000.00	\$834.75	\$4.71
\$500,001 to \$1,000,000	\$500,000.00	\$2,716.35	\$3.99
\$1,000,001 and up	\$1,000,000.00	\$4,711.35	\$2.65

Single-Family Residential Construction Plan Review and Inspection

New Single Family Residential (one & two family dwellings) per square foot:	\$ 0.58
Residential Alteration/Additions:	\$125.00
Plumbing:	\$125.00
Mechanical Permit:	\$125.00
Fence	\$ 25.00
New/Re-Roof	\$ 25.00

**Exhibit B
Fee Schedule**

Overall Development Concept Review Fee	\$50 + \$1.00 per lot, plus \$2.00 per acre or portion thereof for any land within the boundaries of the plat not divided into conventional single-family residential lots, but intended for apartments, townhouses, commercial and/or industrial use.
Preliminary Plat Review	\$50 + \$1.00 per lot, plus \$2.00 per acre or portion thereof for any land within the boundaries of the plat not divided into conventional single-family residential lots
Final Plat Review Fee	\$75 + \$1.00 per lot, plus \$2.00 per acre or portion thereof for any land within the boundaries of the plat not divided into conventional single-family residential lots.
Minor Subdivision Plat	\$75 + \$1.00 per lot, plus \$2.00 per acre or portion thereof for any land within the boundaries of the plat not divided into conventional single-family residential lots.
Vacating a Plat	\$75 + \$1.00 per lot, plus \$2.00 per acre or portion thereof for any land within the boundaries of the plat not divided into conventional single-family residential lots.
Plat Amendment	\$100
Engineering Fees Review	To be paid by the developer or property owner before the final plat approval is made by the city.
Changes or request for further reviews from the developer or property owner by the City Engineer	Shall be paid by the developer or property owner at the standard rates charged by the City Engineer before the final plat approval is made by the City.
Legal Fees	Shall be paid by the City for legal fees incurred. The subdivider shall reimburse the City prior to the final plat approval by the City.
County Court Filing Fees	All fees associated with filing of the plat related documents at the courthouse shall be paid by the developer or property owner.
Variance Requesting Relief from the Subdivision Ordinance	\$100