



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

October 24, 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 September 12, 2019 Regular City Council Meeting
- B. Minutes from the September 18, 2019 Special Meeting
- C. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of September ;
- D. Check Register and financial report for the month of September
- E. Quarterly Investment Report

5. Proclamation

- A. Present a proclamation to Guadalupe Valley Family Violence Shelter, Inc. declaring October as Domestic Violence Awareness & Prevention

6. Public Hearing

- A. Public Hearing to receive public comments regarding the replat 100 Wiseman (Lot 302, 1 acre) & 12451 US Hwy W (City of La Vernia, Lot 302, 2.51 acres) creating one tract of land out of two parcels totaling 3.51 acres, La Vernia, Texas 78121.

7. Discussion/Action

- A. Discuss and consider recommendation to the City Council for the replat 100 Wiseman (Lot 302, 1 acre) & 12451 US Hwy 87 W (Lot 302, 2.51 acres) creating one tract of land out of two parcels totaling 3.51 acres, La Vernia, Texas 78121.
- B. Discuss and consider action on the resignation of Mark Doege from the La Vernia Municipal Development District
- C. Discuss and consider approval of the purchase of two (2) police vehicles and one (1) public works vehicle.
- D. Discuss and consider action of the approval of funds for the interior remodel of City Hall.

8. Ordinances

- A. Discuss and consider approval of Ordinance No. 102419-01 awarding the contract for Solid Waste Contract to Waste Connections, Inc.
- B. Discuss and consider approval of Ordinance No. 102419-02 setting the solid waste rates per the new contract for residential and commercial.
- C. Discuss and consider approval of Ordinance No. 102419-03 amending the FY 2019 Budget for End of Year.
- D. Discuss and consider approval of Ordinance No. 102419-04 updating the City's Drought Contingency Plan.

9. Resolutions

- A. Discuss and consider Resolution No. 102419-01, to increase the rate of deposits to the Texas Municipal Retirement System by the employees of the City of La Vernia.

10. Executive Session

- A. Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, council will meet in closed session to deliberate annual job performance of the City Administrator.
- B. Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, council will meet in closed session to deliberate annual job performance of the Police Chief.
- C. Reconvene into Regular Session and take action/or give direction, if necessary on items discussed in Executive Session.

11. Items Specific to Future Line Items on the Agenda

12. Adjourn

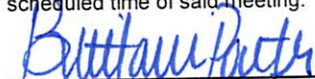
DECORUM REQUIRED

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

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

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

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 **October 21, 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

City Council & Planning and Zoning Joint Workshop

City Council Chambers of La Vernia City Hall
102 E. Chihuahua Street, La Vernia, Texas 78121

September 18, 2019
5:30 PM

Minutes

1. **Call to Order** – Mayor Gregory called the meeting to order at 5:30 PM and declared a quorum. All members were present.
2. **Invocation, Pledge of Allegiance, and Texas Pledge** – Mayor Gregory led the invocation all in attendance recited the Pledge of Allegiance and Texas Pledge.
3. **Citizens to be Heard** – there were no citizens to be heard.
4. **Discussion/Action**
 - A. **Discuss and consideration regarding the Comprehensive Plan to include Land Use Map, Transportation Thoroughfare and Zoning Map by M & S Engineering.**

Craig Williams with M & S Engineering was here to assist in the progression of the Comprehensive Plan, Land Use Map, Transportation Thoroughfare and Zoning Map. Mayor Gregory stated this is to plan for the future, 20 years out.
5. **Adjourn** – Councilman Poore made a motion to adjourn the meeting, seconded by Councilman Hennette. Meeting was adjourned at 7:43 PM.

Robert Gregory, Mayor

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

September 12, 2019
6:30 PM

Minutes

1. Call to Order – Mayor Gregory called the meeting to order at 6:30 and declared a quorum.
Members absent: Councilman Cormier

2. Invocation, Pledge of Allegiance, and Texas Pledge – Councilwoman Recker gave the invocation and all in attendance recited the Pledge of Allegiance and Texas Pledge.

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

4. Consent Agenda

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

- A. Minutes from the July 15, 2019 Joint Budget Workshop
- B. Minutes from the August 22, 2019 Joint Budget Workshop
- C. Minutes from the August 22, 2019 Regular City Council Meeting
- D. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of August 2019;
- E. Check Register and financial report for the month of August 2019

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

5. Proclamations

- A. **Present a proclamation for the 36th Annual National Night Out on October 1st 2019**
Mayor Gregory read the proclamation out loud for all to hear. Chief Ritchey stated this past year they were 5th in the Nation and 1st in State. They have added some additional activities, such as a car show this year, and hope to get 1st all around.

6. Development Public Hearing and Approval Consideration

- A. **Public Hearing to receive public comments regarding the re-zoning of the 130.029 acres of undeveloped land located at FM 775 & FM 1346, lot 441H, La Vernia, TX 78121 from present classification of General Commercial (C-2) to Commercial Retail (C-1).**
The public hearing was opened at 6:34 PM, with no public comments it was closed at 6:35 PM.
- B. **Discuss and consider action on Ordinance No. 091219-05 to approve to change zoning district classification request from present classification of C-2 (General Commercial) to C-1 (Commercial Retail) for City of La Vernia, Lot 441H, located at FM 775 & FM 1346, La Vernia, Texas 78121.**

MOTION: Councilman Poore made a motion to approve Ordinance NO. 091219-05 to approve the zoning change classification request from present classification C-2 to C-1 for City of La Vernia, Lot 441H, located at FM 775 & FM 1346, La Vernia, Texas, 78121, seconded by Councilwoman Recker. **Motion passes: 4-0.**

- C. Public Hearing to receive public comments regarding the replat of Lot 441H, ninety acres more or less, out of the City of La Vernia subdivision plat and establishing the plat of Woodbridge Farms Subdivision, a proposed 3 phases 200 lot development located at FM 775 & FM 1346, La Vernia, Texas 78121.**

The Public Hearing was opened up at 6:36 PM. No public comments were made. Public hearing was closed at 6:37 PM.

- D. Discuss and consider action on the replat of Lot 441H, ninety acres more or less, out of the City of La Vernia subdivision plat and establishing the plat of Woodbridge Farms Subdivision, a proposed 3 phases 200 lot development located at FM 775 & FM 1346, La Vernia, Texas 78121.**

MOTION: A motion was made by Councilman Poore to approve the replat of Lot 441H, ninety acres more or less, out of the City of La Vernia subdivision plat establishing the plat of Woodbridge Farms Subdivision, a proposed 3 phases 200 lot development located at FM 775 & FM 1346, La Vernia, La Vernia, Texas 78121, seconded by Councilwoman Hennette. **Motion passes: 4-0**

7. Public Hearing & Adoption of Budget & Tax Rate

- A. Public hearing regarding the 2019-2020 Fiscal Year Budget**

The public hearing was opened at 6:39 PM, with no public comments the hearing was closed at 6:41 PM.

- B. Discuss and consider approval of an Ordinance No. 091219-01 adopting the 2019-2020 Fiscal Year Budget**

MOTION: Councilwoman Recker made a motion to approve ordinance 091219-01 adopting the 2019-2020 fiscal year budget, seconded by Councilman Hennette. **Motion passes: 4-0. (roll call)**

- C. Discuss and consider Resolution 091219-02 ratification of the property tax increase reflected in the 2019-2020 Fiscal Year Budget**

MOTION: Councilwoman Recker made a motion to approve resolution 091219-02, ratification of the property tax increase reflected in the 2019-2020 fiscal year budget, seconded by Councilman Poore. **Motion passes: 4-0.**

- D. Public hearing regarding the 2019 Property Tax Rate.**

Public hearing was opened at 6:43 PM, with no public comments made the hearing was closed at 6:44 PM.

- E. **Discuss and consider approval of Ordinance No. 091219-02 adopting the 2019 Ad Valorem Tax Rate, consisting of Operation & Maintenance and Interest & Sinking (Debt Service) Tax Rate.**

MOTION: Councilman Poore made a motion to approve Ordinance No. 091219-02 adopting the 2019 Ad Valorem Tax Rate, consisting of Operation & Maintenance and Interest & Sinking (Debt Service) Tax Rate, seconded by Councilman Hennette. **Motion passes: 4-0.**

8. Ordinances

- A. **Discuss and consider action on Ordinance No. 091219-03 to approve the Exterior Construction Standards.**

MOTION: Councilman Hennette made a motion to approve an Ordinance No. 091219-03 to approve the exterior construction standards, seconded by Councilwoman Hutchinson. **Motion passes: 4-0.**

- B. **Discuss and consider action on Ordinance No. 091219-04 to approve adding swimming pools to Commercial Retail (C-1) in Section 38-302 – Permitted Uses Chart (d) Educational, Institutional and special uses.**

MOTION: Councilman Poore made a motion to approve Ordinance No. 091219-04 to approve adding swimming pools in Commercial Retail Districts, seconded by Councilman Hennette. **Motion passes: 4-0.**

9. Resolutions

- A. **Discuss and consider action on Resolution No. 091219-01 to approve agreement with Texas Department of Transportation for the License Plate Readers.**
Mayor Gregory stated that after receiving additional comments from City Attorney, the Resolution will be tabled as there are some minor changes that need to be made based on the Torque Claims Act.

10. Discussion/Action

- A. **Discuss and consider installation of shade covers for police vehicles at City Hall.**

MOTION: Councilwoman Recker made a motion to approve shade cover for police vehicles not to exceed \$15k, seconded by Councilman Hennette. **Motion passes: 4-0.**

11. Items Specific to Future Line Items on the Agenda

- Solid Waste Contract
- Tx DOT Agreement

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

Robert Gregory, Mayor

Brittani Porter, City Secretary

La Vernia Police Department
Enforcement Statistics
September 2019

Case Type
Criminal Complaints
Incident

11
41

Total 52

CRIMINAL COMPLAINT - Offense Code

ASSAULT
POSS CS PG 1
THEFT
CRIMINAL TRESPASS
UUMV
PARAPHERNLIA
HIT AND RUN

1
2
2
1
1
3
1

Total 11

INCIDENT - Offense Code

ACCIDENT INVOLVING DAMAGE TO V
ALARM
ASSIST OTHER AGENCY
INFO
WELFARE CONCERN
DISTURBANCE

10
3
2
23
1
2

Total 41

Citations

VIOLATIONS
WARNINGS

55
51

Total 106



Bruce Ritchey
Chief of Police

CITY OF LA VERNIA
QUARTERLY INVESTMENT REPORT
 3rd QTR FY 2019 (Jul- Sep)

Fund		Month	Purchases	Withdrawals	Interest	Transaction Total	EOM Totals	Yield
Texpool								
Beginning Qtr Balance	\$	Jul	-	-	\$ 1,431.03	\$ 1,431.03	\$ 707,129.19	2.024%
		Aug	-	-	\$ 1,304.10	\$ 1,304.10	\$ 708,433.29	1.841%
Ending Qtr Balance	\$	Sep	-	-	\$ 1,259.73	\$ 1,259.73	\$ 709,693.02	1.775%
			-	-	\$ 3,994.86	\$ 3,994.86		

Started using Texpool on Jan 24, 2019
 Currently GF and Utility Funds are invested.

	CD Amount	Interest	YTD Dividends	Mat Date	
MDD CD Heritage Bank	\$ 76,190.73	0.7500%	\$ 139.56	7/29/2020	Pays Monthly
MDD CD Heritage Bank	\$ 173,259.57	0.5500%	240.95	9/9/2020	Pays Monthly
MDD CD Schertz Bank	\$ 153,798.09	0.5000%	0	11/17/2019	Pays Annual
	\$ 403,248.39		\$ 380.51		

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


 Yvonne Griffin
 City Administrator/Investment Officer



A Proclamation by the Mayor
Domestic Violence Awareness and Prevention Month 2019

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, women are not only targets; young children and the elderly also are victims, and sadly, emotional scars are often permanent, and domestic violence costs United States' companies at least \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

WHEREAS, it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home.

NOW, THEREFORE, I, Robert W. Gregory, Mayor, of the City of La Vernia, Texas, do hereby proclaim the month of October as "Domestic Violence Awareness Month" and call all citizens, community agencies, religious organizations, medical facilities and businesses to increase their participation in our effort to prevent domestic violence, thereby strengthening the communities in which we live.

Presented this 24th day of October, 2019

Robert W. Gregory, Mayor

Attest:

Brittani Porter, City Secretary



APPLICATION FOR LAND SUBDIVISION (PLAT)

La Vernia Code Enforcement
102 E. Chihuahua Street/P.O. Box 225
La Vernia, TX 78121
(830) 253-1198 Ext. 6
codeenforcement@lavernia-tx.gov

CHECK ONE: [] Master Plan [] Prelim./Final Plat [] Prelim. Plat [] Final Plat [x] Replat [] Amended [] Minor

1. PROPOSED SUBDIVISION NAME: _____ UNIT NO. _____

LOCATION DESCRIPTION/NEAREST INTERSECTION: US HIGHWAY 87 AND WISEMAN LANE

ACREAGE: 3.51 ACRES NO OF LOTS: EXISTING _____ PROPOSED _____

REASON FOR PLATTING/REPLATTING SALE OF 3.51 ACRE TRACT

2. OWNER/APPLICANT*: GARY W. SHANK AND WIFE, MARTHA L. SHANK

(* If applicant is person other than owner, a letter of authorization must be provided from owner.*)

ADDRESS: P.O. Box 198 LA VERNIA, TX 78121

Telephone: _____ Fax: _____ Mobile: 210-219-1589 Email: GWSHANK16@GMAIL

3. LICENSED ENGINEER/SURVEYOR: POLLOK AND SONS SURVEYING, INC.

MAILING ADDRESS: 1008 B STREET, FLORESVILLE, TX 78114 Ste. _____

TELEPHONE: 830-393-4770 Fax: _____ Mobile: _____ Email: _____

LIST ANY VARIANCE REQUESTED: _____

REASON FOR REQUEST (List any hardships): SALE OF 3.51 ACRE TRACT

4. PRESENT USE OF THE PROPERTY RENTAL CURRENT ZONING: _____

5. CITY LIMITS: [x] IN [] OUT IS ANY PART OF THE PROPERTY IN A FLOODPLAIN? [x] YES [] NO

6. Is the property subject to any liens, encumbrances, or judgments? If so, give details. (Provide separate sheet if needed.) Permission from any lien holders and/or removal of any encumbrances or judgments will be necessary prior to filing of said plat with the County Clerk's office.

REQUIRED ITEMS FOR SUBMITTAL PACKAGE

- [x] Completed application, including signature of owner/applicant and signed waiver.
[x] Copy of deed showing current ownership.
[] 7 copies of the plat, collated and folded so that the subdivision name is visible. Staple plats with 2 or more pages.
[] 2 copies of the preliminary plan of the water system showing the approximate location and size of onsite and offsite existing and proposed water lines and fire hydrants; sewer system; storm sewer and preliminary drainage plan.
[] Current deed restrictions for Vacating Plats, Replats, and Townhouse and Zero Lot Line Subdivisions.
[] Survey showing any existing structures on the subject property.
[] List of street names approved by the appropriate county.

PLEASE READ "IMPORTANT NOTES" ON THE REVERSE SIDE OF THIS APPLICATION

I agree to comply with all platting and subdivision requirements of the City of La Vernia. I understand that the plat will NOT be forwarded to the Planning and Zoning Commission unless staff comments are satisfactorily addressed by the plat correction due date. I voluntarily waive my right to request a certificate stating the date the plat was filed and that the Planning and Zoning Commission failed to act on the plat within thirty days. I do not object to consideration of the plat on Oct. 8, 2019 (date of Planning and Zoning Commission meeting). This waiver expires after Oct. (date of the Planning and Zoning Commission meeting). (The waiver statement is not applicable to Minor Plats.)

Gary W. Shank
Martha L. Shank
Signature of Owner/Applicant

GARY W. SHANK
MARTHA L. SHANK
Printed Name of Owner/Applicant

SEPT. 18, 2019
Date

(If applicant is person other than owner, a letter of authorization must be provided from owner.)
Signature indicates authorization for plat application and acceptance of waiver statement.

MARTHA L. SHANK
VOL. 898, PG. 383

WISEMAN LN.
ACCESS ESMNT
30'

JUAN DELGADO SURVEY NO. 8
U.S. ST. HWY. NO. 87
R.O.W. NOT TO SCALE
596.63'

3.51
ACRES

RESIDUE OF THE
GARY W. SHANK
LAND

VOL. 1074, PG. 215
VOL. 1658, PG. 372

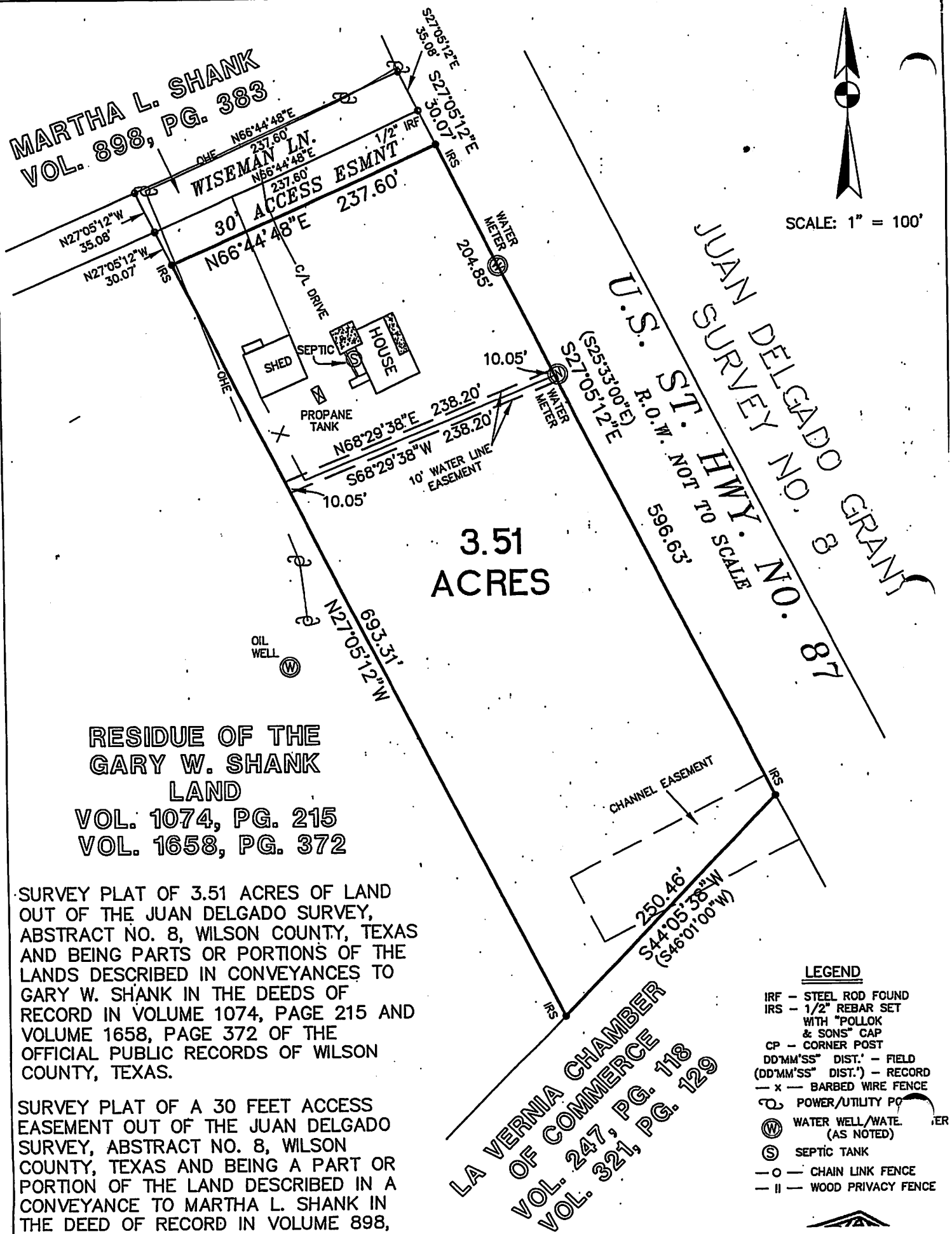
SURVEY PLAT OF 3.51 ACRES OF LAND
OUT OF THE JUAN DELGADO SURVEY,
ABSTRACT NO. 8, WILSON COUNTY, TEXAS
AND BEING PARTS OR PORTIONS OF THE
LANDS DESCRIBED IN CONVEYANCES TO
GARY W. SHANK IN THE DEEDS OF
RECORD IN VOLUME 1074, PAGE 215 AND
VOLUME 1658, PAGE 372 OF THE
OFFICIAL PUBLIC RECORDS OF WILSON
COUNTY, TEXAS.

SURVEY PLAT OF A 30 FEET ACCESS
EASEMENT OUT OF THE JUAN DELGADO
SURVEY, ABSTRACT NO. 8, WILSON
COUNTY, TEXAS AND BEING A PART OR
PORTION OF THE LAND DESCRIBED IN A
CONVEYANCE TO MARTHA L. SHANK IN
THE DEED OF RECORD IN VOLUME 898,

LA VERNIA CHAMBER
OF COMMERCE
VOL. 247, PG. 118
VOL. 321, PG. 129



SCALE: 1" = 100'



LEGEND

- IRF - STEEL ROD FOUND
- IRS - 1/2" REBAR SET WITH "POLLOK & SONS" CAP
- CP - CORNER POST
- DDMM'SS" DIST. - FIELD (DDMM'SS" DIST.) - RECORD
- x - BARBED WIRE FENCE
- ⊕ - POWER/UTILITY PO
- ⊕ - WATER WELL/WATER (AS NOTED)
- ⊕ - SEPTIC TANK
- O - CHAIN LINK FENCE
- || - WOOD PRIVACY FENCE



NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission will hold a public hearing at the request of Mr. Gary W. Shank

Property: 3.049 acres described as LOT 302 & (LOT 2 BLK 23), City of La Vernia

Request: to create two tracts of land out of one parcel (combining 100 Wiseman with 2.51 acres of 12451 US HWY 87 W)

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

Public hearing for this request is scheduled before the Planning & Zoning Commission on Tuesday, October 15th 2019 at 6:30 PM and the City Council on Thursday, October 24th, 2019 in the City Hall Council Chambers, 102 E. Chihuahua St. and is open to the public. If you are unable to attend the hearing and desire to express an opinion in regard to the above petition, you may do so by completing the form below and return the form below, including your signature, and must be returned no later than 5:00 PM on Tuesday, October 15th 2019.

Mail: City of La Vernia
Brittani Porter
102 E. Chihuahua St.
La Vernia, Texas 78121

Email: bporter@lavernia-tx.gov

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


Brittani Porter, City Secretary

YOUR OPINION MATTERS – DETACH AND RETURN

Circle one

I am (in favor) (opposed to) the proposed re-plat at 12451 US Hwy 87 W. LOT 302 (PT), La Vernia, Texas 78121.

Name: _____

Address: _____

Signature: _____

Date: _____

Comments: _____

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

Wiseman / US HWY 87 W NOTICES

Danny J. Kent
PO Box 446
La Vernia, Texas 78121

La Vernia Interests LTD
C/O Wiseman Prop. Mgmt.
13503 Shurlin Place
Cypress, Texas 77429

La Vernia Interests LTD
C/O Wiseman Prop. Mgmt.
13503 Shurlin Place
Cypress, Texas 77429

Roberto & Patricia Morales
146 Oak Hill Rd.
La Vernia, Texas 78121

Sherry Logan
7938 Wayword Trail
San Antonio, Texas 78244

Amanda Linares
3045 W Jett Rd
San Antonio, Texas 78264

Gary W. Shank
PO Box 198
La Vernia, Texas 78121

~~Wanda R. Hankins~~

~~HJTM Properties LLC
1127 FM 1927
La Vernia, Texas 78121~~

~~M & B Development LLC
1000 S. E. Hwy
Wimberley, Texas 78678~~

~~Abbott, Jr.
6663 Canyon
Sevin, Texas 78155~~

~~Nicholas L. Farar
7621 Danby Dr.
McKinney, Texas 75071-8604~~

~~Donald & Tamara Hanmann
1595 N. M. 390
La Vernia, Texas 78121~~

~~Kenneth Jr & Elvira M Finch
PO Box 245
La Vernia, Texas 78121~~

~~Best Waste Systems Inc.
105 Legacy Ranch Dr.
La Vernia, Texas 78121~~

~~Sons of Herman Lodge #180
% Shannon Lauberger
311 Kingsdale
La Vernia, Texas 78121~~

No returns as of 10/11 @ 8 AM

Yvonne Griffin

From: Mark Doege <msdoege@gmail.com>
Sent: Thursday, September 12, 2019 3:27 PM
To: Yvonne Griffin
Subject: Re: Question

Yes if that is what you need

On Wed, Sep 11, 2019 at 3:24 PM Yvonne Griffin <yvonne.griffin@lavernia-tx.gov> wrote:

Would you like me to use this as your letter?

Yvonne

From: Mark Doege <msdoege@gmail.com>
Sent: Wednesday, September 11, 2019 2:54 PM
To: Yvonne Griffin <yvonne.griffin@lavernia-tx.gov>
Subject: Re: Question

Yvonne,

That is correct. I am stepping down from the MDD. I enjoyed my time on City Council and MDD. Thank you and city staff for all your help.

Thank You

Mark Doege

On Fri, Sep 6, 2019 at 11:12 AM Yvonne Griffin <yvonne.griffin@lavernia-tx.gov> wrote:

Morning Mark,

I heard that you wanted to step down from the MDD, if so can I just get a letter/email from you stating so.

Thanks and have a great Friday.

Yvonne Griffin

Yvonne Griffin, CPM

City Administrator

(830) 779-4541 x6

NEW VEHICLE PURCHASE

10-16-19

Public Works

2020 Chevrolet ¾ ton crew cab \$49,870 parts and labor \$1,500 \$51,370
w/ utility bed

Police Department

Outfit existing 2015 Tahoe Parts and Labor \$8,800

2019 Chevrolet Tahoe \$35,245 Parts and Labor 9,500 \$44,745

2020 Chevrolet ½ ton crew cab \$28,325 Parts and Labor \$9,500 \$37,825

Total \$142,740

QUOTE# 006-PD

CONTRACT PRICING WORKSHEET

End User: CITY OF LA VERNIA	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF BRUCE RITCHEY	CALDWELL COUNTRY
Email: BRITCHEYLVPD@LAVERNIA-TX.GOV	Prepared By: Averyt Knapp
Phone #: 830-779-4541 830-779-2113	Email: aknapp@caldwellcountry.com
Fax #: 830-779-2958	Phone #: 979-567-6116
Location City & State: LA VERNIA	Fax #: 979-567-0853
Date Prepared: JULY 16, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872

Product Description: 2020 CHEVROLET 1500 SILVERADO 4X4 CREW CAB SWB CK10543

A Base Price & Options: \$27,925

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 5.3L-V8, 6-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY, SHORT BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$27,925
Quantity Ordered	1
Subtotal E	\$27,925
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: WHITE	INCL
H. Total Purchase Price (E+F)	\$28,325
Estimated Delivery Date:	90 DAYS APPX

QUOTE# 001 CONTRACT PRICING WORKSHEET

End User: CITY OF LA VERNIA	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF BRUCE RITCHEY	CALDWELL COUNTRY
Email: BRITCHEYLVPD@LAVERNIA-TX.GOV	Prepared By: Averyt Knapp
Phone #: 830-779-4541 830-779-2113	Email: aknapp@caldwellcountry.com
Fax #: 830-779-2958	Phone #: 979-567-6116
Location City & State: LA VERNIA	Fax #: 979-567-0853
Date Prepared: JULY 16, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2019 CHEVROLET TAHOE PPV CC15706	

A Base Price & Options: \$34,845

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, PPV, DUAL BATTERIES, LOCKING REAR AXLE DIFFERENTIAL, 5.3L-V8, 6-SPD AUTOMATIC, AIR CONDITION FRONT & REAR, CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, AMFM-STEREO W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH PACKAGE, REAR VISION CAMERA, <u>TWO TONE -FOUR WHITE DOORS & ROOF</u>	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$34,845
Quantity Ordered	1
Subtotal E	\$34,845
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: BLACK & WHITE (4DRS & ROOF)	INCL
H. Total Purchase Price (E+F)	\$35,245
Estimated Delivery Date: 60-90 DAYS APPX	

PW TRUCKS 1/2 10N DIESEL 36,360 PW

QUOTE# 007-PW

CONTRACT PRICING WORKSHEET

End User: CITY OF LA VERNIA	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF BRUCE RITCHEY	CALDWELL COUNTRY
Email: BRITCHEYLVPD@LAVERNIA-TX.GOV	Prepared By: Averyt Knapp
Phone #: 830-779-4541 830-779-2113	Email: aknapp@caldwellcountry.com
Fax #: 830-779-2958	Phone #: 979-567-6116
Location City & State: LA VERNIA	Fax #: 979-567-0853
Date Prepared: JULY 16, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 1500 SILVERADO 4X4 CREW CAB SWB CK10543	

A Base Price & Options: \$35,960

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 3.0L-DURAMAX DIESEL, 10-SPD AUTOMATIC, 40-20-40 CLOTH SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY W/REMOTE START, KEYLESS OPEN AND START, ENGINE BLOCK HEATER, POWER OUTLET REAR AUXILARY 12-VOLT, ELECTRICAL LOCK STEERING COLUMN, PCL CONVENIENCE PACKAGE, CARGO AREA LED LIGHTING, SHORT BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					
Quantity Ordered					1
Subtotal E					\$35,960
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					INCL
H. Total Purchase Price (E+F)					\$36,360
Estimated Delivery Date:					90 DAYS APPX

PW 3/4 Ton DIESEL 4x2

QUOTE# 0AA-Q78485

CONTRACT PRICING WORKSHEET

End User: CITY OF LA VERNIA	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF BRUCE RITCHEY	CALDWELL COUNTRY
Email: BRITCHEYLVPD@LAVERNIA-TX.GOV	Prepared By: Averyt Knapp
Phone #: 830-779-4541 830-779-2113	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: LA VERNIA, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 18, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 2500HD SILVERADO 4X2 CREW CAB W/UTL CC20943	

A Base Price & Options: \$46,545

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 11,250#GVWR-SINGLE REAR WHEEL, 56" CA, 6.6L-V8 DURAMAX DIESEL, 10-SPD ALLISON AUTOMATIC, 3.42 LOCKING REAR AXLE DIFFERENTIAL, LT275/70R18E ALL TERRAIN TIRES, FULL SIZE SPARE TIRE AND WHEEL, 40-20-40 CLOTH BENCH, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, 220 AMP ALTERNATOR, UPFITTER SWITCH KIT, POWER OUTLET 120V-AC DASH, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE, TRAILER BRAKE CONTROLLER, KNAPHEIDE 696 STANDARD SERVICE BODY, 3 COMPARTMENTS PER SIDE, 14.6" DEEP COMPARTMENTS, STANDARD SHELVING, DIVIDERS, 49' WIDE FLOOR, 8" STEEL TREADPLATE BUMPER, LED LIGHTS AND REFLECTORS, PAINT BODY OUTSIDE WHITE,	INCL			

	CLASS V REAR HITCH W-7 WAY PLUG, INSTALL REAR VISION CAMERA ON BODY				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$46,545
Quantity Ordered					1
Subtotal E					\$46,545
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$46,945
Estimated Delivery Date:					120-150 DAYS APPX

PW 3/4 Ton
UTILITY
B60
4/4

QUOTE# OBB-Q78485

CONTRACT PRICING WORKSHEET

End User: CITY OF LA VERNIA	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF BRUCE RITCHEY	CALDWELL COUNTRY
Email: BRITCHEYLVPD@LAVERNIA-TX.GOV	Prepared By: Averyt Knapp
Phone #: 830-779-4541 830-779-2113	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: LA VERNIA, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 18, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB W/UTL CK20943	

A Base Price & Options: \$49,470

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 11,250#GVWR-SINGLE REAR WHEEL, SKID PLATE SHIELD PACKAGE, AUTOTRAC TRANSFER CASE W/ROTARY DIAL DASH CONTROL, 56" CA, 6.6L-V8 DURAMAX DIESEL, 10-SPD ALLISON AUTOMATIC, 3.42 LOCKING REAR AXLE DIFFERENTIAL, LT275/70R18E ALL TERRAIN TIRES, FULL SIZE SPARE TIRE AND WHEEL, 40-20-40 CLOTH BENCH, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, 220 AMP ALTERNATOR, UPFITTER SWITCH KIT, POWER OUTLET 120V-AC DASH, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE, TRAILER BRAKE CONTROLLER, KNAPHEIDE 696 STANDARD SERVICE BODY, 3 COMPARTMENTS PER SIDE, 14.6" DEEP COMPARTMENTS, STANDARD SHELVING, DIVIDERS, 49' WIDE	INCL			

	FLOOR, 8" STEEL TREADPLATE BUMPER, LED LIGHTS AND REFLECTORS, PAINT BODY OUTSIDE WHITE, CLASS V REAR HITCH W-7 WAY PLUG, INSTALL REAR VISION CAMERA ON BODY				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$49,470
Quantity Ordered					1
Subtotal E					\$49,470
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$49,870
Estimated Delivery Date:					120-150 DAYS APPX

Jeanine Enterprises, Inc.
dba D & D Custom Homes

Dedicated to Quality

Jeanine Schoenert — 210-508-8060

Owners Name:	City of La Vernia	Slab	
Address or Location:		Living	
		Total	

Cost Breakdown & Inspection Report

#	Description	Cost	Draw Amount			
1	Engineering Cost					
2	Soil testing					
3						
4	Insurance	500.00				
5	Permits	250.00				
6	Temp Fac & Utilities					
7	Plans / Prints / Closing Fees					
8	Clearing / Grading / Temp Road					
9	Materials: Lumber	11	1,000.00			
10	Foundation / Slab	12	0.00			
11	Framing:	6.5	1,500.00			
12	Framing: Roof Sheathing					
13	Windows	500	15			
14	Plumbing: Rough In/Tub	900	23			
15	Electrical: Rough In		2,500.00			
16	HVAC: Rough In		2,500.00			
17	Finish Roof Shingles					
18	Cornice & Facia					
19	Exterior Doors to include Frt Door					
20	Exterior Veneer					
21	Insulation: Walls & Ceiling Foam & Bibbs		1,000.00			
22	Sheetrock: Tape Float Texture		1,500.00			
23	Fireplace	1500	2			
24	Cabinets					
25	Countertops					
26	Interior: Trim & Millwork		1,500.00			
27	Interior: Doors & Mantel					
28	Hardware: Door & Cabinet		1,000.00			
29	Interior: Paint & Wallpaper	2.65	2,500.00			
30	Exterior Primed					
31	Floor: Vinyl	4	100			
32	Floor: Tile	5				
33	Floor: Labor					
34	Floor: Wood	7	2000			
35	Floor: Carpet	1000	5			
36	Driveway / Walkway	5	100			
37	Plumbing: Finish & Fixtures					
38	Electrical: Finish & Fixtures		100.00			
39	HVAC: Finish					
40	Garage Door					
41	Appliances					
42	Final Interior Clean	0.35	200.00			
43	Construction Utilities & Clean Up		1,000.00			
44	Pre-wire alarm, SS, Vac					
45	Mirrors, Misc finish out					
46	Shower Doors	1500	2			
47	Septic Tank					
48	Misc Extras: Bietas Glass		1,500.00			
49	Misc Extras: Glass window		2,500.00			
50	Misc Extra:					
51	Realtor	4.5				
52	Land					
53	Builder		3,000.00			
54						
Total Cost of Construction		24,850.00	0.00	0.00	0.00	0.00

All allowances are listed above, these numbers include labor and materials.

All pricing is subject to market fluctuations, which will be passed

to the homeowner at cost plus to the builder.

Exceeding allowances will be a change with advance

payment due upon signature of order as per contract.

Owner Signature: _____

date

Builder Signature: _____

date

ORDINANCE NO. 102419-01

AN ORDINANCE ESTABLISHING A CITY WIDE SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL PROGRAM; REQUIRING MANDATORY PARTICIPATION IN THE PROGRAM; PROHIBITING THE COLLECTION, CONVEYANCE AND TRANSPORT OF RESIDENTIAL, HOUSEHOLD, COMMERCIAL AND INDUSTRIAL REFUSE AND SOLID WASTES WITHIN THE CITY LIMITS OF LA VERNIA WITHOUT A FRANCHISE AGREEMENT; PROVIDING FOR A PENALTY FOR VIOLATION THEREFORE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to regulate the collection, conveyance, transportation and disposal of residential, household, commercial and industrial refuse and solid wastes within the city limits of La Vernia to insure the safety and well being of the city and its citizens and to protect environmental resources including soil, air and water; and

WHEREAS, the City of La Vernia is responsible to protect its citizens against nuisances derived from solid waste by providing solid waste handling services including, but not limited to, recycling and the collection, transfer and disposal of solid waste; and

WHEREAS, the Texas Health and Safety Code, chapter 363, authorizes the City to determine all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling services; and

WHEREAS, the City of La Vernia hereby finds and determines that all collection, conveyance, transportation and disposal of residential, household, commercial and industrial refuse and solid wastes within the city limits of La Vernia should be franchised by the City to an exclusive provider.

WHEREAS, the La Vernia City Council entered into an Exclusive Franchise Agreement by and between Waste Connections Lone Star, Inc. and the City of La Vernia beginning November 1, 2019 and concluding October 31, 2024; and

WHEREAS, the Agreement established rates for collection of solid waste for Single Family Residential Units, Handicapped Residential Units, Commercial, Multifamily, and Multifamily Residential Unit Collections, Special Collections and Services; and Construction and Demolition Waste; and

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

I.

SOLID WASTE PROGRAM CREATED

- A. The City of La Vernia's solid waste collection, transportation and disposal program is hereby established for all residents and businesses of the City La Vernia.
- B. All solid waste created, produced or accumulated in or about residential premises in the City shall be collected from the residential premises at least once per week. Every residential occupant shall subscribe to the services of the franchisee having the exclusive franchise for collection and disposal service with the City of La Vernia. No

residential occupant shall enter into an agreement for residential solid waste collection services with a person other than the exclusive franchisee. It is declared to be unlawful for the occupant of any of the above described premises to fail or neglect to provide for the removal of solid waste as required herein.

- C. No person except the duly authorized agents and employees of the city shall as a commercial enterprise collect, convey or transport residential, household, commercial and industrial refuse and solid wastes within the city limits of La Vernia nor use the streets, alleys and public thoroughfares of the city for said purposes without a written franchise granted and issued by the City Council.
- D. It shall be unlawful to do or perform, or cause to do or perform any act prohibited hereby provided for. Upon conviction any violation hereof shall be punished by a fine not to exceed Two Hundred Fifty Dollars (\$250.00) per day. Each day of violation hereof shall constitute a separate offense.

II. EXCLUSIVE FRANCHISE GRANTED

The City Council of the City of La Vernia hereby grants the exclusive franchise for solid waste collection, transportation and disposal to Waste Connections Lone Star, Inc. as provided in the agreement attached hereto as Exhibit "A". Said Exhibit "A" to be incorporated herein as if fully set forth herein.

II. CUMULATIVE

This Ordinance shall be cumulative of all provisions of ordinances of the City of La Vernia, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

III. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

V. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND ADOPTED this 24th day of October 2019

Robert Gregory, Mayor
City of La Vernia

ATTEST:

Brittani Porter, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney
City of La Vernia

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF LA VERNIA, TEXAS**

NOVEMBER 1, 2019

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF LA VERNIA, TEXAS**

STATE OF TEXAS

COUNTY OF WILSON

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of November 1 2019, by and between Waste Connections Lone Star, Inc., an Texas Corporation (the “Service Provider”), and the City of La Vernia, Texas (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bulky Item - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, mattresses, appliances with coolant removed (i.e., refrigerators and air condition window units), stoves, washing machines, water tanks, chairs, couches, rugs, carpets, carpet padding, and other similar household items. Bulky Items does not

include demolition or construction debris, stumps, tree trunks or limbs in excess of three (3) inches in diameter, or four (4) feet in length.

Bundles – Items measuring in excess of either four (4) feet in length or thirty-five (35) pounds in weight and which are securely fastened together, including, but not limited to, tree, shrub, and brush trimmings, newspapers and magazines.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, sports facilities or complexes.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Container – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a Residential, Commercial, Industrial, Municipal or other application for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Excluded Waste - Any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations, and Hazardous Waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Industrial Unit – Any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality (“TCEQ”) within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Municipal Facilities – Only those specific municipal locations as set forth in Section 6.A.

Multi-Family Residential Unit – Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste, Hazardous Waste, or Excluded Waste.

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, or Excluded Waste.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off – A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out – A Container with sixty-five (65) or ninety-five (95) gallons of capacity.

Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other waste materials not included in the definition of Excluded Waste.

Single-Family Residential - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38) whether such waste is mixed with or constitutes recyclable materials.

White Goods - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

Yard Waste - All tree trimmings, grass cuttings, plants, weeds, leaves, dead trees or branches thereof, sawdust, limbs less than three (3) inches in diameter, brush or clippings, and includes Bundles.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along, and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City may take any appropriate action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions), the Service Provider may independently enforce the exclusivity provisions of this Agreement against

third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

The City hereby grants to the Service Provider a right of first refusal on the collection of Recyclable Materials within the City limits for Industrial, Commercial, and Residential Units. The City may enforce Service Provider's right to collect Recyclable Materials in the same manner as the collection of Municipal Solid Waste and Construction and Demolition Waste, and may provide the Service Provider a letter of approval to issue to Industrial, Commercial, and Multi-Family Residential Units as needed to assist in enforcement of this exclusive franchise grant.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Commercial, Industrial, and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial, Industrial, and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. The residents of the City shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any waste which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if the Service Provider inadvertently

collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify such resident/business/generator and the City that the Service Provider may not lawfully collect such Excluded Waste.

D. The owners and occupants of any Commercial, Industrial and Residential Units, and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial, and Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units on a regular schedule of not less than once per week; provided, that (i) such Municipal Solid Waste is placed in Containers provided by Service Provider, and (ii) such Containers, Bags and Bundles are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day, but no earlier than the evening before the regularly scheduled collection day. Service Provider will provide new or replacement Containers to a Single-Family Residential Unit at no cost to the City within a reasonable timeframe following notice from the City of the need. Notwithstanding anything herein to the contrary, in the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a resident or the City (excluding normal wear and tear), the resident of the City (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Service Provider upon demand. Any Containers furnished herein by Service Provider remain the property of Service Provider; however, residents of the City (as applicable) shall have care, custody, and control of the Containers while at the service locations. Residents and the City shall not overload (by weight or volume), move (as applicable) or alter the Containers, and shall use the Containers only for their proper and intended purpose. Residents and the City must provide unobstructed access to the Containers on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall collect all Municipal Solid Waste and regular collection shall not be limited with the exception that Containers collected from Residential Units should be the 95 gallon Containers provided by the Service Provider not exceeding 175 pounds, up to six (6) Bags (as defined herein), and Bundled brush not to exceed two (2) cubic yards (6' x 3' x 3'), 4-foot lengths, 4-inch diameter or weigh no more than 40 pounds. Containers should not be near cars, mailboxes, or other obstructions. Service Provider shall place empty Container(s) in the same curbside or right-of-way location it was placed by the Residential Unit for collection and the lid will be closed. Notwithstanding anything to the contrary contained herein, excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to extraordinary circumstances as determined by the Service Provider.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers, Bags, or Bundles; provided, however, that the Service Provider receives prior notice from the Handicapped Residential Unit or the City of such special need. Each Handicap Residential Unit will receive a handicap sticker to identify their service need. Acceptable Containers, Bags, and Bundles should be placed outside the backyard fence, at or near the garage or car port of the Residential Unit by 7:00 a.m., and no more than one hundred fifty (150) feet from the street. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the Services provided hereunder to Single-Family Residential Units.

D. Single-Family Residential Recycling. "The Service Provider will collect Recyclable Materials from Single-Family Residential Units every other week; provided that (i) such Recyclable Materials are placed in Recycling Containers, and (ii) such Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and recycling of Recyclable Materials placed inside the Recycling Containers. Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Container, will not be collected by the Service Provider. If the excess or misplaced Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Recycling Container so that the excess or

mislabeled Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these Services as provided for in Section 9.A. hereto."

SECTION 5. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial, and Multi-Family Residential Units at least once per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial, and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial, and Multi-Family Residential Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

Any Service provided under this Section 6, which is not utilized by the City within any contract year, will not carry over to the next contract year.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, up to an aggregate number of twenty-two (22) Roll-Outs to collect Municipal Solid Waste at locations to be designated by the City once or twice per week, as needed.

B. Special Events. In addition, the Service Provider will provide, at no cost to the City, an adequate number of Containers to collect Municipal Solid Waste at certain special events in the City, including the following: 4th of July, Christmas in the Park, Night in Ole La Vernia, St. Ann's Annual Festival, and Lutheran Church annual festival; provide, however, that the City gives Service Provider reasonable prior written notice of the date of such special event, as well as the number of Containers that will be required.

C. Semi-Annual Community Clean-Ups. In addition, the Service Provider will provide, at no cost to the City, an aggregate number of six (6) Roll-Offs with one (1) haul per Roll-Off to collect Municipal Solid Waste at the City's two (2) Semi-Annual Community Clean-Ups. Additional Roll-Offs in excess of those will be negotiated as needed. The event shall be only for the residents of the City and shall be scheduled for a time period agreed upon between the City and the Service

Provider for the residents to bring unwanted items to discard (excluding Excluded Waste, tires and batteries). The City and Service Provider shall mutually agree upon the dates for the clean-up events.

SECTION 7. BULKY ITEMS, BUNDLES, AND YARD WASTE.

A. Monthly Pre-Arranged Collections. The Service Provider will collect up to three (3) yards of Bulky Items and White Goods from Single-Family Residential Units according to a predetermined yearly calendar of monthly dates provided by the City; provided, that (i) the Single-Family Residential Units requiring such collections notify City Hall no later than the preceding Thursday of the scheduled collection day, and the City provides the list of addresses for collection no later than two (2) days prior to the scheduled collection day, and (ii) the Bulky Items and White Goods (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, (C) do not exceed three (3) yards per Single-Family Residential Unit, and (D) are limited to twenty-five (25) Single-Family Residential Units per month. The Service Provider shall only be responsible for collecting, hauling, and disposing of Bulky Items and White Goods from those Single-Family Residential Units that have complied with this Section 7.A. Any additional volumes of Bulky Items or additional addresses that are not on the list provided by the City two (2) days prior to the scheduled collection will be subject to additional charges by Service Provider, including but not limited to additional trip charges. White Goods containing CFCs must be certified by a licensed technician that Freon has been removed. The Service Provider shall organize and divide the area for the collection of Bulky Items and White Goods, so the targeted area for pick up is collected in a one-week time period. The Service Provider shall provide notice to the City of any modification to the collection of Bulky Items and White Goods at least one week prior to such modification. If the Service Provider is unable to complete the collection of Bulky Items and White Goods within a one-week period, the Service Provider shall provide notice of such delay to the City. If a second delay occurs where the Service Provider is unable to complete the collection of a designated area within the second one-week time period, the City reserves the right to use its personnel and equipment to complete the collection for the designated area and may charge the Service Provider for the City's additional costs for collection. Delays due to a Force Majeure event will not apply to this provision.

B. Negotiated Collections. It is understood and agreed that the Service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction

and Demolition Waste or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction (i.e., cartons, rocks, dirt, concrete, toilets, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products), or Excluded Waste. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Solid Waste Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Units Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge \$11.45 per month for one (1) Container or \$19.25 per month for two (2) Containers of Municipal Solid Waste and for \$2.50 per month for (1) Container of Recycled Materials for each Single-Family Residential Unit. The rate of Senior Citizens (over the age of 65 years) shall be \$10.85 per month for one (1) Container or \$18.65 per month for two (2) Containers of Municipal Solid Waste and for \$2.35 per month for one (1) Container of Recycled Materials , up to the maximum of sixty five (65) Senior Citizens. These rates apply to all Single-Family Residential Units that are collected within the City's corporate limits and billed by the City for water and sewer services. Each Single-Family Residential Unit is limited to up to the use of two (2) Containers for Municipal Solid Waste per weekly pick up and one (1) Container for Recycled Materials per bi-weekly pick up for the rates provided in this Section 9.A.

B. Commercial, Industrial, and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial, and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
Small Business Hand Pick Up	One	\$17.28

(1 Container)

Small Business Hand Pick Up	One	\$23.82
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(2 Containers)

2 yards	One	\$ 59.85
2 yards	Two	\$119.68
3 yards	One	\$ 72.82
3 yards	Two	\$142.28
4 yards	One	\$ 82.43
4 yards	Two	\$150.18
6 yards	One	\$ 95.41
6 yards	Two	\$195.35
6 yards	Three	\$348.77
8 yards	One	\$123.08
8 yards	Two	\$229.23
8 yards	Three	\$409.34
10 yards	One	\$146.79
10 yards	Two	\$271.00
10 yards	Three	\$483.94

Recycled Materials = \$3.75 per Container per month for bi-weekly pickups.

Casters for Commercial dumpsters - \$15.00 per month

Lock bars for Commercial dumpsters - \$15.00 per month

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge an additional \$75.00 per month per Container for one additional collection per week, \$125.00 per month per Container for two additional collections per week, and \$250.00 per month per Container for three additional collections per week. The foregoing rates apply to all Commercial, Industrial, and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion for the Services provided under Section 7.A. and 11 hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery Fee	\$150.00
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Rental Fee	\$ 5.00 per day
Haul Fee – 20 yard	\$515.00
Haul Fee – 30 yard	\$545.00
Haul Fee – 40 yard	\$575.00
Haul Fee – Receiver Box	\$575.00
Disposal Fee	\$ 35.00 per ton

The Service Provider will negotiate agreements with each Commercial, Industrial, and Multi-Family Residential Unit on an individual basis regarding Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial, or Multi-Family Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies. The above rates do not include franchise fees or taxes.

D. Bulky Items. For Services provided to Single-Family Residential Units pursuant to Section 7.A., the Service Provider shall charge (1) monthly collection rate of \$1.00 per month, (2) trip charge for late set out or call back of \$185.00 per trip, and (3) excess volume of \$5.00 per cubic yard. Services not provided for in Section 7.A., such as White Goods, Construction and Demolition Waste, property clean up or land clearing, will be negotiated separately and will incur a minimum fee of \$50.00 per item.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the “Initial Rates”) in accordance with the CPI-U. The rates for all services shall escalate at a rate equal to the rise of the Consumer Price Index (“CPI-U”) for All Urban Consumers, US City Average, All Items, 1982-84=100, as prepared by the United States Department of Labor, Bureau of Labor Statistics (“BLS”), or its successor, for the most recent twelve (12) month period for which such index is available. The annual increases shall be applied on each anniversary date of this Agreement and shall never cause the rates to increase by more than five percent (5%) in any twelve (12) month period during the Term of the Agreement.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual

changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Services Provider's increased costs in connection with performing the Services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at Landfill(s) (the "Initial Landfill(s)"). The City shall approve the use of the Initial Landfill(s), but such approval shall not be unreasonably withheld, conditioned, or delayed. In the event the Service Provider is unable to use the Initial Landfills) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction Demolition Waste was transported to the Initial Landfill(s).

D. Governmental Fees. The parties acknowledge that the rates include all applicable fees, taxes, or similar assessments incurred under federal, state, and local laws, rules, and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the

parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Cost Adjustment. The Service Provider shall adjust all the rates herein for any calendar year in which the average price of diesel fuel during the preceding calendar year exceeded \$2.75 per gall (the “Base Price”). This adjustment shall take place on an annual basis. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel gulf coast region. The following website (or any successor website) will be the source for such information: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp. The average price of diesel fuel for each calendar year (each, a “Average Annual Price”) shall be the average of the weekly fuel prices published for each week during such year.

The fuel cost adjustment for any calendar year (each, a “Fuel Cost Adjustment”) shall be the produce of (i) 6.60% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Annual Price and the denominator of which is the Base Price. In the event the Average Annual Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Average Annual Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein; provided, however, any Fuel Cost Adjustment shall not decrease the rates below the rates specified in Section 9 hereof. Each Fuel Cost Adjustment shall be effective during the calendar year immediately following the calendar year for which Fuel Cost Adjustment was determined.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste, Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial, or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider’s Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on November 1, 2019 and concluding on October 31, 2024 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the City shall have the option, upon Service Provider's consent, which shall not be unreasonably withheld, to extend the Agreement for successive periods of five (5) years, unless the Service Provider provides notice of its intent not to renew this Agreement at least one hundred eighty (180) days prior to the end of the Initial Term (the "Renewal Term," and together with the Initial Term, the "Term").

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. The successor shall assume the obligations and duties as provided for in this agreement.

SECTION 14. ENFORCEMENT.

The City may take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. Service Provider's obligations set forth herein shall apply only to the extent it has been granted the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES

A. Monthly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9 hereto for all Commercial, Industrial, and Residential Units possessing active water meters within the City's corporate limits, as well as from all other

Commercial, Industrial, and Residential Units requiring the collection, hauling, and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on December 15, 2019. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City above under Section 15.A., the City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services, unless the City is tax exempt as evidenced by an exemption certificate provided to Service Provider.

C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit.

D. Billing for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Commercial, Industrial, and Residential Units for services performed with respect to Roll-Off Containers.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Construction or Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste placed outside of the Containers by any Commercial, Industrial, or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction or Demolition Waste. Should such excess Municipal Solid Waste or Construction or Demolition Waste continue to be placed outside of the Containers, the

City shall require such Commercial, Industrial, or Residential Units to increase the frequency of collection of such Municipal Solid Waste or Construction or Demolition Waste, or require the Commercial, Industrial, or Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste or Construction or Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within twenty-four (24) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial, and Residential Units of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial, or Residential Units' failure to timely place the Containers, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container of the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial, or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial, or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction or Demolition Waste from the Commercial, Industrial, or Residential Unit without cause, as supported by notice as described herein, then the Service

Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the immediately following Business Day. Collections services will only occur between the hours set forth in this Section 18. . To ensure Service Provider's compliance with the hours of service, an electronic notice and warning shall be provided to the Service Provider for the first violation of this limitation on hours of operation. After the first violation and warning notification, each subsequent violation, the City may impose the following schedule of fines for each violation of this limitation on hours of operation:

- Second violation – a fine of not more than \$50 may be imposed by the City
- Third violation – a fine of not more than \$100 may be imposed by the City
- Fourth violation - a fine of not more than \$150 may be imposed by the City
- Fifth violation - a fine of not more than \$200 may be imposed by the City

Fines for violation of the limitation on hours of operations may not exceed a limit of \$200.

Provider shall be given electronic notice of violation of this limitation on hours of operation before the aforementioned administrative penalty may be assessed on subsequent. The Service Provider shall not be deemed to be liable for the aforementioned administrative penalty where its inability to perform collection service is the result of conditions of Force Majeure as set forth in this Agreement. Service Provider may also obtain approval for the limitation on hours of operation as needed, and such approval shall not be unreasonably withheld, conditioned, or delayed.

SECTION 19. CUSTOMER SERVICE.

The City shall field all inquiries and complaints from Commercial, Industrial, and Residential Units and Municipal Facilities relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 19, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues, such as changes in service, container repair requests, and missed collections.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20. Service Provider shall maintain books and financial records in accordance with generally accepted accounting principles. Such books and financial records, together with any documentation necessary for verification of Service Providers compliance with the terms of this Agreement, shall be made available to the City upon request. The City shall have the authority to audit, examine, and make excerpts or transcripts from said books and records. Notwithstanding the foregoing or anything else herein to the contrary, the City shall provide to Service Provider not less than five (5) business days' written notice before any such audit, and any such audit shall be at the City's sole cost and expense. The parties expressly agree that the foregoing shall create no right in favor of the City to examine Service Provider's confidential, proprietary, or privileged information, as determined in the sole and absolute discretion of Service Provider.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition

Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved. Notwithstanding the foregoing, the City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate

(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$500,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per person; \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence
(7) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The form and limits of insurance shall be in compliance with this Section 24, and shall name the City as an additional insured. It shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the "Indemnified Parties"), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) (collectively, the "Claims") caused by a willful or negligent act or omission of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the City to the extent any such Claims arise out of: (i) the negligence or willful misconduct of City, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City.

SECTION 26. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Service Provider agrees to procure and maintain an annually renewable performance bond in the full amount of the annual contract price (i) payable to the City, (ii) issued by a surety acceptable to the City, and (iii) conditioned upon the Service Provider truly and timely performing all of its obligations under this Agreement, including, but not limited to, the provisions of Section 25 hereto.

SECTION 27. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 28. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void. Independent of termination for material breach of cause, this Agreement may be terminated with or without cause in its entirety by the City by giving ninety (90) days' written notice to the Service Provider. The City retains this termination option without liability for default. If the Service Provider terminates this Agreement or any portion thereof, the Service Provider must notify the City in writing not less than ninety (90) days prior to termination. Service Provider's termination, in absence of default by the City, shall subject Service Provider's performance bond to City's right to call or draw, according to the terms of this Agreement. The City's right to call or draw on the performance bond shall be limited to the actual damages incurred by the City due to Service Provider's termination of the Agreement pursuant to this Section 28. In the event of termination by the City for any reason, the Service Provider shall be paid in full for all services performed up to the termination date, subject to offsets of adjustments, if any, as may be necessary to continue customer services.

SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof.

SECTION 31. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 32. ATTORNEYS' FEES. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

SECTION 33. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of La Vernia, Texas

Attn: _____

If to the Service Provider:

Waste Connections Lone Star, Inc.

2010 IH-10 West

Seguin, TX 78155

Attn: Manager

With a Copy to:

Waste Connections US, Inc.

3 Waterway Square Place, Suite 110

The Woodlands, Texas 77380

Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

(Remainder of page intentionally left blank.)

SECTION 32. NOTICES.

PASSED AND APPROVED BY THE CITY OF LA VERNIA COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS ___ DAY OF _____, 2019.

SERVICE PROVIDER:
WASTE CONNECTIONS LONE STAR, INC.

CITY:
CITY OF LA VERNIA, TEXAS

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ATTEST:

By: _____
Name: _____
Title: _____

ORDINANCE NO. 102419-02

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS, AMENDING ORDINANCE NO. 101118-02; PROVIDING FOR NEW CONTRACT COST TO SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, HOUSEHOLD, COMMERCIAL AND INDUSTRIAL REFUSE.; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of La Vernia hereby finds and determines that all collection, conveyance, transportation and disposal of residential, household, commercial and industrial refuse and solid wastes within the city limits of La Vernia should be franchised by the City to an exclusive provider.

WHEREAS, the La Vernia City Council entered into an Exclusive Franchise Agreement by and between Waste Connections, Lone Star, Inc., formally known as Progressive Water Solutions of TX, Inc. and the City of La Vernia beginning November 1, 2019 and concluding October 31, 2024; and

WHEREAS, the La Vernia City Council agreed to CPI price adjustments, per criteria outlined on page 13 in section 10, rate adjustment of original agreement, dated November 1, 2019.

WHEREAS, the Agreement established rates for collection of solid waste for Single Family Residential Units, Handicapped Residential Units, Commercial, Multifamily, and Multifamily Residential Unit Collections, Special Collections and Services; and Construction and Demolition Waste; and

WHEREAS, Waste Connections, Inc. requested rate increase to include recycling for residential and commercial handheld customers, to take effect on November 1, 2019; and

WHEREAS, any increase in rates must be approved by City Council; and

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

I.

SOLID WASTE COLLECTION AND DISPOSAL RATES AND CHARGES

The following rates shall apply for solid waste handling services within the City of La Vernia. Effective November 1, 2019.

Single Family Residential:

For the Services provided to Single-Family Residential Units under Section 4 hereof, the Service Provider shall charge (i)(A) \$15.35 per month for each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container, or (B) \$13.72 per month for each Single-Family Residential Unit receiving the senior citizen rate (head of the household is 65 years of age or older), plus (ii) \$8.58 per month for each additional Roll-Out utilized by such Single-Family Residential Unit, plus (iii) \$3.42 per month for each additional Recycling Container utilized by such Single Family Residential Unit. These rates apply to Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services."

Commercial:

<u>Container Size</u>	<u>One Collection Per Week</u>	<u>Two Collections Per Week</u>	<u>Three Collections Per Week</u>
One (1) Roll-Out	\$19.01*	N/A	
Two (2) Roll-Outs	\$26.20*	N/A	
2 Cubic Yards	\$65.84	\$131.65	
3 Cubic Yards	\$80.10	\$156.51	
4 Cubic Yards	\$90.67	\$165.20	
6 Cubic Yards	\$104.95	\$214.89	\$383.64
8 Cubic Yards	\$135.39	\$252.15	\$450.27
10 Cubic Yards	\$161.47	\$298.10	\$532.33

For any collection that the Service Provider is required to make in excess of the above weekly figure, the Service Provider shall charge an additional \$48.84 per Container, per additional collection. The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

*Recycling is included in commercial handheld customers.

Roll-Off Services.

Delivery Fee: \$165.00 per Roll-Off
 Rental Fee: \$5.50, per Roll-Off, per day
 Disposal Fee: \$38.50 per ton

Haul Fees:

20 Yard Roll-Off \$372.63 per haul
 30 Yard Roll-Off \$440.96 per haul
 40 Yard Roll-Off \$503.11 per haul

Extra Roll-Offs

Delivery/Exchange Fee: \$68.20 per Roll-Off delivery or exchange
 Rental Fee: \$3.73 per Roll-Off, per day
 Disposal Fee: \$31.04 per ton

Haul Fees:

20 Yard Roll-Off \$566.50 per haul
 30 Yard Roll-Off \$599.50 per haul
 40 Yard Roll-Off \$632.50 per haul

**II.
CUMULATIVE**

This Ordinance shall be cumulative of all provisions of ordinances of the City of La Vernia, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

III.

SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**IV.
EFFECTIVE DATE**

This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND ADOPTED this 24th day of October 2019.

Robert Gregory, Mayor
City of La Vernia

ATTEST:

Brittani Porter, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney
City of La Vernia

ORDINANCE NO. 102419-03

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Budget dated September 14, 2017 for the Fiscal Year Beginning October 1, 2017 and ending September 30, 2018 has, heretofore, been adopted on September 14, 2017; and

WHEREAS, the City Administrator of the City of La Vernia, Texas (herein the "City") has requested budget amendment for end of year review and;

WHEREAS, the City Council has reviewed the amendment prepared by the City Administrator and finds it to be in the best interest of the citizens of La Vernia.

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

Section 1. Budget

The City hereby approves budget amendment, attached as Exhibit A.

Section 2. Severability

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

Section 3. Conflict of Ordinances

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

Section 4. Effective Date

This ordinance shall take effect upon City Council approval.

PASSED, APPROVED AND APPROVED this 24th day of October, 2019.

Robert Gregory
Mayor, City of La Vernia

ATTEST:

Brittani Porter,
City Secretary, City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office
City of La Vernia

Account	Description	Budget	Actual	Balance		New Budget	New Actual
Court Security							
25-900-920	MISCELLANEOUS EXPENSE	0.00	4,800.00	(4,800.00)		4,800.00	0.00
Utilities							
40-540-010	WAGES	115,620.00	109,732.19	5,887.81	(5,000.00)	110,620.00	887.81
40-540-230	DUES AND SUBSCRIPTIONS	1,850.00	1,618.75	231.25	(200.00)	1,650.00	31.25
40-540-281	DEPOSIT REFUND	4,200.00	6,151.57	(1,951.57)	2,000.00	6,200.00	48.43
40-540-290	UTILITIES	65,000.00	70,807.05	(5,807.05)	6,000.00	71,000.00	192.95
40-540-471	PAYCLIX EXPENSE	5,000.00	6,251.57	(1,251.57)	1,275.00	6,275.00	23.43
40-540-710	GARBAGE COLLECTION EXPENSE	240,000.00	252,133.28	(12,133.28)	13,000.00	253,000.00	866.72
40-540-810	SUPPLIES AND REPAIRS	65,000.00	66,291.85	(1,291.85)	1,300.00	66,300.00	8.15
40-540-820	WWTP OPERATION	80,000.00	85,400.92	(5,400.92)	5,410.00	85,410.00	9.08
40-540-880	BULK WATER PURCHASE	55,000.00	65,776.57	(10,776.57)	11,000.00	66,000.00	223.43
40-540-901	WELL PROJECTS	2,560.00	9,468.81	(6,908.81)	7,000.00	9,560.00	91.19
40-540-902	LAND LEASE	25,000.00	12,245.00	12,755.00	(12,500.00)	12,500.00	255.00
40-540-906	EQUIPMENT PURCHASE	0.00	0.00	0.00		0.00	0.00
				(26,647.56)	29,285.00	688,515.00	2,637.44

ORDINANCE NO. 102419-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, AMENDING CHAPTER 36 UTILITIES ARTICLE II WATER DIVISION 1 GENERALLY THE DROUGHT CONTINGENCY PLAN OF THE CITY OF LA VERNIA IN THE CODE OF ORDINANCES; ESTABLISHING ADMINISTRATIVE AND CRIMINAL PENALTIES WITH A FINE NOT TO EXCEED \$200.00; ESTABLISHING AN EFFECTIVE DATE HEREOF.

WHEREAS, to conserve the available water supply and/or to 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 of La Vernia hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance; and,

WHEREAS, water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties; and,

WHEREAS, opportunity for the public to provide input into the preparation of the Plan was provided by the City of La Vernia by means of public notice in the designated of a public hearing; and,

WHEREAS, 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; and,

WHEREAS, the City of La Vernia will periodically provide wholesale water customers 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; and,

WHEREAS, the service area of the City of La Vernia is located within South Central Texas Regional Water Planning Area (Region L) and the City has informed the Region L Planning Group of the adoption of this Plan and has provided a copy of the Plan to the Texas Water Development Board.

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

Section 1. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. That CHAPTER 36 UTILITIES, ARTICLE II WATER, DIVISION 1 GENERALLY, OF THE CITY OF LA VERNIA CODE OF ORDINANCES, DROUGHT CONTINGENCY PLAN, is hereby amended as set forth in Exhibit A.

Section 3. The City Administrator or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare.

Section 4. 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 this Plan

Section 5. The provisions of this 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 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

Section 7. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 8. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

Section 9. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of La Vernia under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

Section 10. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Vernia, Texas, on this 24th day of October, 2019.

CITY OF LA VERNIA

Robert Gregory, Mayor

ATTEST:

Brittani Porter, City Secretary

EXHIBIT A

CHAPTER 36 UTILITIES, ARTICLE II WATER, DIVISION 1 GENERALLY, OF THE CITY OF LA VERNIA CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

DELETE:

~~Sec. 36-201. Drought contingency plan adopted.~~

~~The city's drought contingency plan, on file in the office of the city secretary treasurer, is made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the city.~~

ADD:

Sec. 36-201. Declaration of policy, purpose and intent

- (a) 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 of La Vernia, hereinafter called the City, hereby adopts the following regulations and restrictions on Drought Contingency Plan (the Plan) for the delivery and consumption of water.
- (b) Water uses regulated or prohibited under this Drought Contingency Plan (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 this Chapter.
- (c) Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of previously scheduling and providing public notice of a public meeting to accept input on the Plan.
- (d) The City 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. This information will be provided by means of direct contact, posting of information in public places and publication in local newspaper(s).
- (e) The service area of the city is located entirely within the South Central Texas Regional Water Planning Area (Region L). The City has informed the Region L Planning Group of the adoption of this Plan.

- (f) The City Administrator or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare.
- (g) 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 this Plan.
- (h) The provisions of this 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.

Sec. 36-201.1 Definitions

For the purposes of this Chapter, the following definitions shall apply:

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

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, hotels 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 addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial Water Use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape Irrigation Use: Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

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 landscaped area, including parks, water playgrounds, 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.

Sec. 36-201.2 Triggering Criteria for Initiation and Termination of Drought Response Stages

The City Administrator, 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 means of publication in a newspaper, website, social media and/or signs posted in public places.

(a) Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for Initiation:

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain non-essential water uses for Stage 1 of this Plan provided in Sections 7 and 9 when the following occurs:

1. Any regularly used well is out of service for more than seventy two (72) consecutive hours (three (3) days).
2. Well flow from any regularly used well is less than ninety percent (90%) of capacity.
3. Any regularly used storage facility is not filled for seventy two (72) consecutive hours (three (3) days).
4. Any storage facility is out of service due to repainting or other required maintenance.

Requirements for Termination:

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven consecutive days.

(b) Stage 2 Triggers – MODERATE Water Shortage Conditions

Requirements for Initiation:

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 2 of this Plan when the following instances occur:

1. Any regularly used well is out of service for more than one hundred twenty (120) consecutive hours (five (5) days).
2. Well flow from any regularly used well is less than eighty percent (80%) of capacity.
3. Any regularly used storage facility is not filled for one hundred twenty (120) consecutive hours (five (5) 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 seven consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

(c) Stage 3 Triggers – SEVERE Water Shortage Conditions

Requirements for Initiation:

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when the following instances occur:

1. Any regularly used well is out of service for more than one hundred forty four (144) consecutive hours (six (6) days).

2. Well flow from any regularly used well is less than seventy percent (70%) of capacity.
3. Any regularly used storage facility is not filled for one hundred forty four (144) consecutive hours (six (6) 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 seven consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

(d) Stage 4 Triggers – CRITICAL Water Shortage Conditions

Requirements for Initiation:

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when the following instances occur:

1. Any regularly used well is out of service for more than one hundred sixty eight (168) consecutive hours (seven (7) days).
2. Well flow from any regularly used well is less than sixty percent (60%) of capacity.
3. Any regularly used storage facility is not filled for one hundred sixty eight (168) consecutive hours (seven (7) days).

Requirements for Termination:

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

(e) Stage 5 Triggers – EMERGENCY Water Shortage Conditions

Requirements for Initiation:

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the City Administrator, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply source(s).

Requirements for Termination:

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

(f) Stage 6 Triggers - Water Allocation

Requirements for Initiation: Customers shall be required to comply with the Water Allocation Plan prescribed in Section IX 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 5 of the Plan when:

1. Extreme drought conditions exists;
2. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; **or**
3. Natural or man-made contamination of the water supply source occurs.

Requirements for Termination: .

Stage 6 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.

Sec. 36-201.3 Notification for Drought Response Stages

The City Administrator, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis, and in accordance with the triggering criteria set forth in Section 36-201.2 of this Chapter, shall determine that a mild, moderate, severe, critical, or emergency water shortage condition exists and shall implement the following notification procedures:

(a) Notification

The City Administrator, or his/her designee, shall notify the public by means of:

1. Publication in a newspaper(s) of general circulation.
2. Direct mail to each customer.
3. Signs posted in public places.

(b) Additional Notification

The City Administrator, or his/her designee, shall notify directly, or cause to be notified directly, the following individuals and entities:

1. Members of the City Council.
2. Local Fire Chief(s).

3. County Emergency Management Coordinator.
4. County Judge and Commissioner(s).
5. Critical water users (hospitals, daycares, retirement/nursing homes, etc.).
6. TCEQ (required when mandatory restrictions are imposed).

Sec. 36-201.4 Drought Response Stages

(a) Stage 1 – MILD Water Shortage Conditions

1. Goal: Achieve a voluntary ten percent (10%) reduction in daily water demand.
2. Supply Management Measures: The 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.
3. Voluntary Water Use Restrictions for Reducing Demand: Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 A.M. and 8:00 P.M. to midnight on designated watering days.
4. All operations of the City of La Vernia shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
5. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

(b) Stage 2 – Restrictions - MODERATE Water Shortage Conditions

1. Goal: Achieve a twenty percent (20%) reduction in daily water demand.
2. Supply Management Measures: The 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) and use of reclaimed water for non-potable purposes.
3. Water Use Restrictions for Demand Reduction: Under the threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) 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.
- (e) Use of water from hydrants shall be limited to firefighting, 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.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of La Vernia, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (h) The following uses of water are defined as non-essential and are prohibited:

- i. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- ii. use of water to wash down buildings or structures for purposes other than immediate fire protection;
- iii. use of water for dust control;
- iv. flushing gutters or permitting water to run or accumulate in any gutter or street; and
- v. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

(c) Stage 3 – Restrictions – SEVERE Water Shortage Conditions

- 1. Goal: Achieve a thirty percent (30%) reduction in daily water demand.
- 2. Supply Management Measures: The 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) and use of reclaimed water for non-potable purposes.
- 3. Water Use Restrictions: All requirements of Stages 1 and 2 shall remain in effect during Stage 3 except:
 - (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
 - (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of La Vernia.
 - (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

(d) Stage 4 – Emergency Restrictions – CRITICAL Water Shortage Conditions

- 1. Goal: Achieve a forty percent (40%) reduction in daily water demand.
- 2. Supply Management Measures: The 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) and use of reclaimed water for non-potable purposes.
- 3. Water Use Restrictions: All restrictions in Stage 1, 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) 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.
- (e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

(e) Stage 5 Response – EMERGENCY Water Shortage Conditions

1. Goal: Achieve a fifty percent (50%) reduction in daily water demand.
2. Water Use Restrictions for Reducing Demand: All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 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.

(f) Stage 6 Response – Water Allocation

In the event that water shortage conditions threaten public health, safety, and welfare, the City Administrator or his/her designee is hereby authorized to allocate water according to the following water allocation plan:

1. 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 false 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 persons in a household shall be fined not less than two hundred dollars (\$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.

2. 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 La Vernia 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 La Vernia 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 La Vernia 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 false-reports the number of dwelling units served by a master meter or fails to timely notify the City of La Vernia of a reduction in the number of persons in a household shall be fined not less than two hundred dollars (\$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.

3. Commercial Customers

A monthly water usage allocation shall be established by the City Administrator or Director of Public Works, or his/her assignee, for each non-residential 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 non-residential customer agrees to transfer part of its allocation to another non-residential 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. Non-residential commercial 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.

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.

4. Industrial Customers and Commercial Nurseries

A monthly water usage allocation shall be established by the City Administrator or Director of Public Works, or his/her assignee, 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 eighty five percent (85%) 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 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 if, (1) 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 shut down 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	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.

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.

Sec. 36-201.5 Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the City of La Vernia 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 two hundred dollars (\$200.00).
- (c) Each day that one or more of the provisions in the Plan is violated shall constitute a separate offense.
- (d) 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.
- (e) Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at one hundred fifty dollars (\$150.00), and any other costs incurred by the City of La Vernia in discontinuing service.
- (f) 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.
- (g) Compliance with this Plan may also be sought through injunctive relief in the District Court.

- (h) 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.
- (i) 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 in violation of this Plan and that the parent could not have reasonably known of the violation.
- (j) 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.
- (k) 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.
- (l) The alleged violator shall be served a copy of the citation.
- (m) 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 immediately family or is a resident of the violators's residence.
- (n) The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan.
- (o) 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.

Sec. 36-201.6 Variances

- (a) The City Administrator, or his/her designee, may, in writing, grant temporary variance for existing water uses 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:
 1. 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.

2. Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (b) Persons requesting an exemption from the provisions of this Drought Contingency shall file a petition for variance with the City of La Vernia within five (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:
1. Name and address of the petitioner(s).
 2. Purpose of water use.
 3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
 4. Detailed statement as to how the specific provision of the Plan adversely affect the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
 5. Description of the relief requested.
 6. Period of time for which the variance is sought.
 7. 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.
 8. Other pertinent information.
- (c) 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:
1. Variances granted shall include an acceptable timetable for compliance.
 2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (d) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Resolution No. R102419-01



TEXAS MUNICIPAL RETIREMENT SYSTEM

**AN RESOLUTION TO INCREASE THE RATE OF DEPOSITS TO THE
TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF
THE CITY OF LA VERNIA.**

Section 1. That all employees of the City of La Vernia, who are members of the Texas Municipal Retirement System, shall make deposits to the System at the rate of 7% of their individual earnings.

Section 2. That effective January 1, 2020 for each month of current service thereafter rendered by each of its employees who are members of the Texas Municipal Retirement System, the City elects to provide for each such member at the time of his or her retirement, a sum that is 150% of such member's accumulated deposits for such month of employment; and said sum shall be a liability of the City's account in the benefit accumulation fund.

This resolution shall become effective on the **1st day of January, 2020.**

Passed and approved this the 24th day of October, 2019.

Robert Gregory, Mayor

ATTEST:

Brittani Porter TRMC, City Secretary



Plan Change Study

GRID 2019

For Informational Purposes Only

Effective Date - January 1, 2019

Report Date - October 11, 2019

00731 La Vernia

Proposed Plans

Plan Provisions

	<u>Current</u>	<u>1</u>
Deposit Rate	6.00%	7.00%
Matching Ratio	1 to 1	1.5 to 1
Updated Service Credit	0%	0%
Transfer USC **	No	No
Annuity Increase	0%	0%
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years

Contribution Rates

	<u>2019</u>	<u>2019</u>
Normal Cost Rate	2.11%	4.58%
Prior Service Rate	<u>1.17%</u>	<u>1.36%</u>
Retirement Rate	3.28%	5.94%
Supplemental Death Rate	<u>0.16%</u> (A & R)	<u>0.16%</u> (A & R)
Total Rate	3.44%	6.10%
Unfunded Actuarial Liability	\$119,262	\$137,471
Amortization Period	22 years	22 years
Funded Ratio	74.7%	71.9%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There was 1 eligible transfer employee on the valuation date.