



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

December 12, 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 November 14, 2019 Regular City Council Meeting
- B. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of October ;

5. Discussion Only

- A. Discussion on La Vernia Market Days possibly going into La Vernia City Park next summer.

6. Discussion/Action

- A. Discuss and consider action on bid proposals for the Interior Renovations/Offices.

7. Resolution

- A. Discuss and consider action on Resolution No. 121219-01 to approve agreement with Texas Department of Transportation for the License Plate Readers.

8. Items Specific to Future Line Items on the Agenda

9. Adjourn

DECORUM REQUIRED

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

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this

meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

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

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **December 9, 2019 at 4:30 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



Brittani Porter, City Secretary



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

November 14, 2019
6:30 PM

Minutes

1. Call to Order – Mayor Gregory called the meeting to order at 6:30 PM and declared a quorum. All members were present.

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

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 October 24, 2019 Regular City Council Meeting
- B. Minutes from the October 24, Joint Workshop Meeting
- C. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of October ;

MOTION: Councilman Poore made a motion to accept the consent agenda as presented, seconded by Councilman Cormier. **Motion passed: 5-0.**

5. Presentation

A. Presentation by Waste Connections on New Garbage Route.

Ryan with Waste Connections presented a presentation to City Council showing the current garbage route and advising of the changes in pick up. There will be no change to the route, driver will stay the same and as of December 2nd trash will be picked up every Monday and recycle every other Monday.

B. Presentation by La Vernia Historical Association on Historical Markers.

Elaine Stephens and Susan Richter presented historical markers that will be placed inside the property of owners along Chihuahua St. markers and hung on black fluted posts. A reveal will be held on November 26th at 11 AM behind the One Stop.

6. Public Hearing

- A. Public hearing to receive public comments regarding the replat at 946 CR 361, releasing one (1) acre out of the 14.997 acre tract, La Vernia, Texas 78121.**

The public hearing was opened at 6:46 PM, with no comments made it was closed at 6:47 PM.

7. Discussion/Action

A. Discuss and consider action for the replat at 946 CR 361, releasing one (1) acre out of the 14.977 acre tract, La Vernia, Texas 78121.

MOTION: Councilwoman Recker made a motion to approve the replat at 946 CR 361, releasing one (1) acre out of the 14.977 acre tract, La Vernia, Texas 78121, seconded by Councilman Cormier. **Motion passed: 5-0.**

B. Discuss and consider action on the Wilson County Appraisal District – Nominations.

Mayor Gregory stated they had reached out to the school and had not received any word, he stated he has served on the board for over 9 years and did not mind staying on.

MOTION: Councilman Poore made a motion to nominate Mayor Gregory to the Wilson County Appraisal District Board, seconded by Councilman Hennette. **Motion passed: 5-0.**

8. Items Specific to Future Line Items on the Agenda

- Step Pay

9. Adjourn- Councilman Hennette made a motion to adjourn the meeting, seconded by Councilman Poore. Meeting was adjourned at 6:53 PM.

Robert Gregory, Mayor

Brittani Porter, City Secretary

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 Fee & 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	Comics & 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	800.00		
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: Bieles Glass			1,500.00		
49	Misc Extras: Glass window			2,500.00		
50	Misc Extra:					
51	Realtor	4.5				
52	Land			3,000.00		
53	Builder					
54						
Total Cost of Construction		24,850.00	0.00	0.00	0.00	0.00

If allowances are listed above, these numbers include labor and materials.
 If pricing is subject to market fluctuations, which will be passed
 to the homeowner at cost plus to the builder.
 Exceeding allowances will be a charge with advance
 payment due upon signature of order as per contract.

Owner Signature: _____ date _____

Builder Signature: _____ date _____

TRIPLE W CUSTOM HOMES

BID FOR CITY OF LA VERNIA OFFICES

DATE: 11-14-19

CITY OF LA VERNIA

REMODEL OFFICES,BID INCLUDES:

REMOVING ALL GLASS PARTITIONS

FRAMING INTERIOR WALLS WHERE NEEDED

ADDING DOORS AND TRIM WHERE NEEDED

ADDING ELECTRICAL WHERE NEEDED

SHEETROCK,TAPE,FLOAT ,TEXTURE ALL NEW WALLS

REPAINT ENTIRE OFFICE AREA

NEW CARPET IN OFFICE AREA

PASS THRU WINDOW AT OFFICE AREA

THIS BID INCLUDES ALL LABOR AND MATERIALS

TOTAL-----22,000.00

RESOLUTION NO. 121219-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS AUTHORIZING A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) REGARDING THE INSTALLATION OF A FIXED LICENSE PLATE READER ON STATE RIGHT-OF-WAY PROPERTY

WHEREAS, the City Council finds it to be in the best interest of the City of La Vernia to install a fixed license plate reader as an additional resource to support and promote public safety ; and

WHEREAS, the site selected for installation of the fixed license plate reader is within the State of Texas' right-of-way; and

WHEREAS, the State, by and through the Texas Department of Transportation, is in agreement to enter into a Multiple Use Agreement, allowing the City to install the fixed license plate reader at the desired location; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Multiple Use Agreement with TXDOT attached hereto as Exhibit A ("the Agreement").

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

Part 1. The City Council hereby authorizes the Mayor to execute the Agreement with TXDOT in substantially the same form set forth on Exhibit A, and incorporated herein for all purposes.

Part 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes.

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

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

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

Part 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the

public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

DULY RESOLVED, PASSED AND ADOPTED, by the City Council of La Vernia, this 12th day of December, 2019.

CITY OF LA VERNIA, TEXAS

Robert Gregory, Mayor

ATTEST:

Brittani Porter, City Secretary

EXHIBIT A

MULTIPLE USE AGREEMENT - FIXED LICENSE PLATE READER



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of LaVernia, hereinafter called City, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of _____, 20 19, the governing body for the _____ City, entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the _____ City's participation in this agreement with the State; and

WHEREAS, the _____ City has requested the State to permit the construction, maintenance and operation of a public _____ Fixed License Plate Reader on the highway right of way, (ROADWAY _____ US 87 CONTROL SECTION NO. _____). (General description of area including either the control number or GPS coordinates.)

Latitude: 29°20'34.85" Longitude 98° 6'14.40"W

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the _____ City will enter into agreements with the State for the purpose of determining the respective responsibilities of the _____ City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

 City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City .

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the _____ City _____. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that _____ City _____ has failed to comply with these responsibilities, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The _____ City _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The _____ City _____ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the _____ City _____ for the use of the facility under this agreement, the _____ City _____ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the _____ City _____ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City _____'s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and _____ City _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

City AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.; with the express understanding that indemnification exists only to the extent permitted by the Texas Constitution and State law.
DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2019 , THE City of LaVernia (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED,with the express understanding that ad valorem tax may only be assessed in accordance with Texas law.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____ City _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the _____ City _____ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The _____ City _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. _____ City _____ shall include TxDOT as an additional insured by endorsement in _____ City _____'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the _____ City _____'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The _____ City _____ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The _____ City _____, for itself, its personal representatives, successors and interests and

assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

 City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of LaVernia
Maintenance Division	City Administrator
125 East 11th Street	102 E. Chihuahua
Austin, Texas 78701-2483	La Vernia, TX 78121-0225

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

City _____ on the _____ day of _____, 2019, and the
State on the _____ day of _____, 2019.

STATE OF TEXAS

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

Agency

Date

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E