



City of La Vernia
CITY COUNCIL MEETING
102 E. Chihuahua St., La Vernia, Texas 78121
February 06, 2025
6:30 PM

AGENDA

1. Call to Order

2. Invocation & Pledge of Allegiance

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 the 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. Meeting Minutes from the 01-09-25 City Council Meeting

B. Financials for the month of January

5. Ordinances

A. Discuss and consider action on Ordinance No. 020625-01, to call for a General Election for the City of La Vernia on May 3rd, 2025, for the purpose of electing two (2) Aldermen

B. Discuss and consider action on Ordinance No. 020625-02, to call for a Special Election for the City of La Vernia on May 3rd, 2025, for the purpose of electing one (2) Alderman for an unexpired one (1) year term

C. Discuss and consider action on Ordinance No. 020625-03 amending La Vernia code of Ordinances Chapter 30

6. Resolutions

A. Discuss and consider action on Resolution No. 020625-01 Regarding sponsoring police cadets

7. Discussion/Action

A. Discuss and consider action on renewing the animal control contract with Wilson County No Kill Animal Shelter for the 2024-2025 fiscal year

B. Discuss and consider action on appointing a member of the Parks and Recreation Commission

C. Discuss and consider action on repair work and repainting City Hall

8. Discussion Only

A. Update on the sidewalk project

B. Discussion regarding the street maintenance project for FY 2025

9. Executive Session

The Board of the La Vernia Municipal Development District 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 Government 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 (Deliberation about Security Devices), and 551.087 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.

A.

A. Pursuant to Local Government Code section §Sec. 551.072 of the Open Meeting Act. Tex. Gov't Code, the City Council will meet in executive session to deliberate purchasing a building for the La Vernia Police Department.

B. The City Council will convene in regular open session and may seek action on the item and or items discussed during the executive session.

10. Items Specific to Future Line Items on the Agenda

A. Workshop regarding Little League and the Parks and Recreation Commission

11. Adjourn

DECORUM REQUIRED

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

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

The City of La Vernia Council meetings are available to all persons regardless of disability. The facility is wheelchair accessible and parking spaces are available. Request 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 lmfarrow@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 La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **February 03, 2025 at 5:00PM** and remained so posted continuously for at least 72 Hours preceding the scheduled time of said meeting.

Madison Farrow, City Secretary



CITY COUNCIL MEETING

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

January 09, 2025

6:30 PM

MINUTES

1. Call to Order

The meeting was called to order @ 6:30 PM

2. Invocation & Pledge of Allegiance

Prayer was lead by Oates, and Mayor Poore lead the pledges.

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.)

Rex Cody representing the La Vernia Little League spoke on replacing the lights on the baseball fields. Mayor Poore suggests he discusses this project with City Administrator Lindsey Wheeler.

4. Consent Agenda

(All consent agenda items are considered routine by the 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 2024 City Council meeting

B. Financials from the month of November and December 2024

C. 4th quarter 2024 investment report

Motion made by Recker, seconded by Gilbert to approve as listed, all in favor.

5. Presentations

A. Presentation regarding National Night Out

Chief Keil gave a presentation with assistance from Felicia, we won 7th place in the nation for towns 5,000 or less.

He thank Felicia for her help with National Night Out

- B. Presentation regarding TDEM
John Tyler spoke on emergency management, he also let us know there are grants and trainings available.
- C. Presentation from Armstrong, Vaughan & Associates, P.C. regarding the 2024 Audit
Phill from Armstrong, Vaughan & Associates, P.C. presents that all findings are clean. He also states general fund is 84% and utility has to pay back \$400,000.

6. Discussion/Action

- A. Discuss and consider action on appointing members of the Parks and Recreation Commission
Mayor Poore lead the discussion, Mary Catherine spoke on her behalf on representing the Little League.
Council reviewed applications and appointed commissioners
Walter Scull representing the LV Historical Association, Debbie Nutt representing the Greater LV Chamber, Mary Catherine Bower representing LV Little League, Kevin Hyland and Samantha Brooks representing LV City Limits.
We still have spots open, one representative from the Extra Territorial Jurisdiction, and LV City Limits.
Council would like us to have a workshop on the Parks and Recreation Ordinance.
- B. Discuss and consider action surrounding the TXDOT downtown project
Mayor Poore lead the discussion, Council states they will not approve this without modifications to the multiuse lane. They want Mayor Poore and City Administrator Lindsey to continue talks with TXDOT.

7. Discussion Only

- A. Discussion surrounding the LVLL contract
Shayne Pederson spoke on behalf of the LVLL, he states he is not happy with how other teams are leaving the fields. Council would like to have a workshop on the LVLL contract.

8. Resolutions

- A. Discuss and consider action on Resolution No. 010925-01 amending the I interlocal agreement between the City of La Vernia and the La Vernia Municipal Development District
Motion made by Gilbert, seconded by Rabel to approve as listed, all in favor.
- B. Discuss and consider action on Resolution No 010925-02 Juvenile diversion
City Administrator Lindsey gave a presentation.
Motion made by Oates, seconded by Evans to approve as listed, all in favor.
- C. Discuss and consider action on Resolution No.010925-03 a resolution of the city of La Vernia Texas providing for an updated investment policy; Replacing Resolution No. 022207-B Dated February 22, 2007, and subsequently Resolution No. R01192023-04 approved on the 17th day of January of 2023

Mayor Poore spoke, saying we are hoping to invest in Txpool prime.

Motion made by Recker, seconded by Gilbert to approve as listed, all in favor.

- D. Discuss and consider action on Resolution No. R010925-04 a resolution of the City Council of the city of La Vernia, Texas, authorizing the submission of an application for state participation in the relocation of certain publicly-owned utility facilities to the Texas Department of Transportation and authorizing the city administrator to execute such application to the Texas Department of Transportation

Mayor Poore spoke on it.

Motion made by Oates to approve as long as it does not lock us into doing the Chihuahua road project, seconded by Gilbert to approve as listed, all in favor.

- E. Discuss and consider action on Resolution No. R010925-05 appointing an investment officer

Motion made by Recker, seconded by Gilbert to approve as listed, all in favor.

9. Items Specific to Future Line Items on the Agenda

Council would like to discuss streets and elections, we will also need to have workshops on the LVLL contract, Parks and Recreation Ordinance, as well as Txdot project.

10. Adjourn

Motion made by Oates to adjourn @ 8:06 PM, seconded by Rabel, all in favor.

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 permit a governmental body to discuss a matter in closed executive session.

The City of La Vernia Council meetings are available to all persons regardless of disability. The facility is wheelchair accessible and parking spaces are available. Request 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 mfarrow@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 La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and

said Notice was posted on **January 06, 2025 at 5:30 PM** and remained so posted continuously for at least 72 Hours preceding the scheduled time of said meeting.

Madison Farrow, City Secretary

Account Description	MTD		January 2025 YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
REVENUE								
AD VALORUM TAXES - CURRENT	15,522.86	0.00	285,896.11	0.00	31,335.34	0.00	230,943.19	0.00
AD VALORUM TAXES - DELINQUENT	0.00	0.00	0.00	0.00	89.98	0.00	282.80	0.00
AD VALORUM TAXES - ATT FEES	0.00	0.00	0.00	0.00	15.68	0.00	15.68	0.00
AD VALORUM TAXES - PEN & INT	64.34	0.00	370.43	0.00	10.64	0.00	31.79	0.00
AD VALORUM TAXES - TAX CERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HEB PROPERTY TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
POLICE CAR LOAN - GOV CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BALL FIELD USAGE	230.00	0.00	1,975.00	0.00	220.00	0.00	220.00	0.00
PARK USE INCOME	75.00	0.00	495.00	0.00	175.00	0.00	785.00	0.00
PARK GRANT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CUSTOMER SERVICE INSPECTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FOOD LICENSE INCOME	13,625.00	0.00	16,975.00	0.00	6,500.00	0.00	14,050.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
PERMITS	8,043.62	0.00	13,692.46	0.00	(2,118.75)	0.00	15,104.92	0.00
VARIANCE, ZONING, SUP REQUEST	588.00	0.00	588.00	0.00	87.00	0.00	831.14	0.00
CREDIT CARD REWARD REVENUE	0.00	0.00	8,800.49	0.00	0.00	0.00	10,387.19	0.00
CONTRACTOR REGISTRATION	300.00	0.00	1,700.00	0.00	500.00	0.00	900.00	0.00
FELPS REBATE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	0.00	0.00	662.40	0.00	4,212.88	0.00	16,086.83	0.00
RESTITUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC INCOME	0.00	0.00	6.00	0.00	0.00	0.00	290.39	0.00
OPIOID SETTLEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
POLICE SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE SALES TAX	107,269.78	0.00	437,102.27	0.00	102,843.05	0.00	203,204.71	0.00
STREET SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROPERTY RELEIF SALES TAX	26,817.45	0.00	109,275.59	0.00	25,710.76	0.00	50,801.18	0.00
MIXED BEVERAGE TAX	2,798.42	0.00	10,537.03	0.00	1,750.14	0.00	7,485.38	0.00
NSF CHECK FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

Account Description	MTD		January 2025 YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
FRANCHISE TAX	18,196.19	0.00	41,252.94	0.00	10,542.61	0.00	43,095.16	0.00
AMERICAN TOWER LEASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CERTIFICATE OF OCCUPANCY	275.00	0.00	425.00	0.00	200.00	0.00	1,350.00	0.00
LITTLE LEAGUE ANNUAL FEES	28,530.00	0.00	28,530.00	0.00	0.00	0.00	0.00	0.00
LEASE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARK/ BASEBALL DEPOSIT REFUND	(160.00)	0.00	(635.00)	0.00	150.00	0.00	150.00	0.00
GRANT REVENUE PD EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANT REVENUE - PARK PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANT - CARES ACT - GEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEOSE TRAINING INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PD NATIONAL NIGHT OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PD GOLF TOURAMENT REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS POLICE INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
COURT HOUSE SECURITY FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COURT COSTS - DEFERRED FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME ADJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COST INCOME: FIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME IDF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME: JR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME JSI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME: LOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME MV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS - SCHOOL ZON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COST INCOME: ST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME STT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME: TE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME TIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE COURT COSTS INCOME: WA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Laveria

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
STATE COURT COSTS DISMISSAL FE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC INCOME	0.00	0.00	0.00	0.00	505.00	0.00	505.00	0.00
LVISD SRO OFFICER	72,414.09	0.00	72,414.09	0.00	66,412.32	0.00	135,849.64	0.00
OMNI COLLECTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COPS LVISD	2,852.50	0.00	9,187.50	0.00	1,050.00	0.00	5,978.00	0.00
LVISD ADMINISTRATION FEES	7,583.70	0.00	8,359.88	0.00	126.00	0.00	5,584.86	0.00
POLICE REPORTS	18.00	0.00	185.10	0.00	60.00	0.00	36.00	0.00
LEASE PROCEED INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MDD OVERHEAD TRANSFER IN	60,000.00	0.00	60,000.00	0.00	60,000.00	0.00	60,000.00	0.00
MDD TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INDINGENT DEFENSE FUND (IDF)	9.12	0.00	15.12	0.00	2.22	0.00	26.62	0.00
LOCAL TRAFFIC FINE	84.94	0.00	316.41	0.00	49.03	0.00	323.15	0.00
LOCAL CONSOLIDATED COURT COST	0.00	0.00	183.00	0.00	42.00	0.00	84.00	0.00
MOVING VIOLATION FEE (MVF)	0.10	0.00	0.30	0.00	0.11	0.00	0.79	0.00

UTILITY FUND

January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
STATE JURY FEE (JRF)	18.25	0.00	30.25	0.00	0.44	0.00	49.24	0.00
LOCAL JURY	1.07	0.00	1.07	0.00	12.56	0.00	12.56	0.00
STATE JUDICIAL SUPPORT FUND (J	27.37	0.00	45.37	0.00	0.67	0.00	73.86	0.00
STATE CONSOLIDATED COURT COST	2,178.33	0.00	9,109.86	0.00	(9,946.86)	0.00	(2,767.08)	0.00
STATE TRAFFIC FINE (STF)	1,217.55	0.00	4,935.25	0.00	814.68	0.00	5,397.71	0.00
TECHNOLOGY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FINE	3,267.08	0.00	14,425.63	0.00	1,982.52	0.00	8,349.01	0.00
TIME PAYMENT FEE	14.05	0.00	39.05	0.00	0.00	0.00	14.70	0.00
WARRANT FEE	350.00	0.00	1,885.69	0.00	236.51	0.00	1,337.60	0.00
ADMINISTRATIVE FEE	70.00	0.00	524.08	0.00	60.00	0.00	420.00	0.00
DISMISSAL FEE	80.00	0.00	300.00	0.00	140.00	0.00	400.00	0.00
ARREST FEE	183.77	0.00	754.86	0.00	124.27	0.00	718.83	0.00
COLLECTION FEE (AMS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OMNI COLLECTION FEE	210.12	0.00	555.61	0.00	23.35	0.00	417.69	0.00
DEFERRED FEE	1,357.20	0.00	4,354.64	0.00	1,182.46	0.00	5,605.88	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
CHILD SAFETY FINE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL ZONE VIOLATION FEE	50.00	0.00	100.00	0.00	125.00	0.00	623.58	0.00
TRUANCY PREVENTION FEE	170.07	0.00	672.16	0.00	103.92	0.00	652.98	0.00
SEATBELT FEE	0.00	0.00	(18.10)	0.00	0.00	0.00	(148.00)	0.00
LOCAL TRUANCY PREVENTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RESTITUTION INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COURT SECURITY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GAIN ON SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MUNICIPAL DEVELOPMENT DISTRICT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	374,332.97	0.00	1,146,025.54	0.00	305,330.53	0.00	825,561.98	0.00
<hr/>								
EXPENSES								
<hr/>								
WAGES - CODE ENFORCEMENT	(2,210.40)	0.00	(4,872.09)	0.00	0.00	0.00	0.00	0.00
OVERTIME	0.00	0.00	(221.04)	0.00	0.00	0.00	0.00	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
SOCIAL SECURITY	(169.08)	0.00	(389.60)	0.00	0.00	0.00	0.00	0.00
TMRS	(111.63)	0.00	(262.10)	0.00	0.00	0.00	0.00	0.00
EMPLOYEE INSURANCE	(4.08)	0.00	(9.52)	0.00	0.00	0.00	0.00	0.00
OFFICE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	(22.55)	0.00
DUES AND SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	(100.00)	0.00
TECHNOLOGY/SOFTWARE UPGRADES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MEDIA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACT SERVICES - BV	0.00	0.00	(86,032.87)	0.00	(1,925.71)	0.00	(7,295.65)	0.00
FIRE INSPECTIONS SERVICES	0.00	0.00	(3,000.00)	0.00	(3,000.00)	0.00	(6,000.00)	0.00
PROPERTY & LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORKERS COMP INSURANCE	0.00	0.00	0.00	0.00	(457.00)	0.00	(457.00)	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
BONDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEGAL & PROFESSIONAL - ENGINEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEGAL & PROFESSIONAL - P&Z	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEGAL & PROFESSIONAL - LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MUNI CODES	0.00	0.00	(251.37)	0.00	0.00	0.00	(354.00)	0.00
EMPLOYEE TRAINING	0.00	0.00	(585.00)	0.00	0.00	0.00	0.00	0.00
VEHICLE FUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VEHICLE REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WAGES - GENERAL	(24,139.81)	0.00	(72,351.82)	0.00	(13,974.61)	0.00	(55,247.06)	0.00
OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	(34.74)	0.00
CAR/ PHONE ALLOWANCE	0.00	0.00	0.00	0.00	(507.70)	0.00	(2,030.80)	0.00
PAYROLL TAXES	(1,844.57)	0.00	(5,528.54)	0.00	(1,093.40)	0.00	(4,326.43)	0.00
TMRS	(1,219.06)	0.00	(3,735.73)	0.00	(761.62)	0.00	(3,012.86)	0.00
EMPLOYEE INSURANCE	(3,152.14)	0.00	(10,939.78)	0.00	(2,058.34)	0.00	(8,233.36)	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
AFLAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFICE EXPENSE	0.00	0.00	(533.26)	0.00	0.00	0.00	(319.01)	0.00
OFFICE EQUIPMENT RENTALS	(425.00)	0.00	(2,843.83)	0.00	(636.61)	0.00	(2,933.68)	0.00
BUILDING EXPENSE - CH	(1,987.85)	0.00	(9,387.85)	0.00	0.00	0.00	(3,809.41)	0.00
OFFICE CLEANING	(1,125.00)	0.00	(2,125.00)	0.00	(500.00)	0.00	(2,250.00)	0.00
OFFICE SUPPLIES	0.00	0.00	(1,022.01)	0.00	(439.19)	0.00	(953.97)	0.00
DUES AND SUBSCRIPTIONS	0.00	0.00	(534.41)	0.00	(14.99)	0.00	(299.96)	0.00
TELEPHONE	0.00	0.00	(2,200.30)	0.00	(693.66)	0.00	(2,667.86)	0.00
UNIFORMS	(327.50)	0.00	(610.00)	0.00	0.00	0.00	0.00	0.00
POSTAGE	0.00	0.00	(342.57)	0.00	(220.19)	0.00	(580.76)	0.00
TECHNOWLEDGE/SOFTWARE UPGRADES	(6,156.36)	0.00	(43,934.79)	0.00	(3,075.86)	0.00	(16,877.02)	0.00
RETURNED CHECKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITIES	0.00	0.00	(2,158.06)	0.00	(708.70)	0.00	(3,318.36)	0.00
NATIONAL NIGHT EXPENSES	0.00	0.00	(214.22)	0.00	0.00	0.00	(45.07)	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

Account Description	MTD		January 2025 YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
PROPERTY & LIABILITY INSURANCE	0.00	0.00	(14,781.39)	0.00	0.00	0.00	(16,699.92)	0.00
WORKERS COMP INSURANCE	0.00	0.00	(260.95)	0.00	0.00	0.00	(315.18)	0.00
BONDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEGAL & PROFESSIONAL - ENGINEE	(588.00)	0.00	(588.00)	0.00	0.00	0.00	0.00	0.00
LEGAL & PROFESSIONAL - LEGAL	(996.00)	0.00	(3,991.56)	0.00	(330.85)	0.00	(1,972.85)	0.00
LEGAL & PROFESSIONAL - COLLECT	(2,510.08)	0.00	(4,255.84)	0.00	(376.30)	0.00	(1,534.30)	0.00
FOOD LICENSE EXPENSE	(750.00)	0.00	(2,400.00)	0.00	(550.00)	0.00	(1,375.00)	0.00
EMPLOYEE TRAINING	0.00	0.00	(540.00)	0.00	(1,048.58)	0.00	(3,702.04)	0.00
WCAD COLLECTION FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WCAC QUARTERLY PAYMENT	0.00	0.00	(3,922.46)	0.00	0.00	0.00	(1,748.94)	0.00
AUDIT EXPENSE	0.00	0.00	0.00	0.00	(9,350.00)	0.00	(9,350.00)	0.00
ELECTION EXPENSE	0.00	0.00	(554.00)	0.00	0.00	0.00	(350.00)	0.00
BANK SERVICE CHARGES	0.00	0.00	417.20	0.00	(185.42)	0.00	(704.89)	0.00
MERCHANT CREDIT CARD FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
CONTRACT SERVICES - CSI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADS	0.00	0.00	(82.10)	0.00	(263.50)	0.00	(290.50)	0.00
ALARM SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE FROM CAYETANO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VEHICLE PURCHASE	0.00	0.00	(20,216.94)	0.00	0.00	0.00	0.00	0.00
VEHICLE FUEL	0.00	0.00	(23.77)	0.00	0.00	0.00	0.00	0.00
VEHICLE REPAIR	0.00	0.00	(216.00)	0.00	0.00	0.00	0.00	0.00
GENERAL SUPPLIES	0.00	0.00	(174.97)	0.00	0.00	0.00	0.00	0.00
EQUIPMENT PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LIBRARY DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHILD ADVOCACY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL CONTRACT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CITY PARK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTINGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
MISCELLANEOUS EXPENSE	(290.00)	0.00	(392.70)	0.00	(1,237.63)	0.00	(1,237.63)	0.00
FELPS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HEB SALES TAX EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HEB PROPERTY TAX EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WAGES - COURT	(2,210.40)	0.00	(9,033.25)	0.00	(3,129.60)	0.00	(14,244.00)	0.00
OVERTIME	0.00	0.00	(221.04)	0.00	0.00	0.00	0.00	0.00
PAYROLL TAXES	(169.11)	0.00	(616.19)	0.00	(239.42)	0.00	(1,104.98)	0.00
TMRS	(111.63)	0.00	(354.04)	0.00	(170.56)	0.00	(678.19)	0.00
EMPLOYEE INSURANCE	(4.08)	0.00	(9.52)	0.00	(11.26)	0.00	(45.04)	0.00
OFFICE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	(41.60)	0.00
DUES AND SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TECHNOLOGY/SOFTWARE UPGRADES	(260.00)	0.00	(1,040.00)	0.00	(260.00)	0.00	(7,040.00)	0.00
WORKERS COMP INSURANCE	0.00	0.00	(58.24)	0.00	0.00	0.00	(70.34)	0.00
PROSECUTOR SERVICES	(189.50)	0.00	(2,354.60)	0.00	0.00	0.00	(200.00)	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
JURY EXPENSE	12.65	0.00	22.57	0.00	(10.49)	0.00	0.00	0.00
EMPLOYEE TRAINING	0.00	0.00	(300.00)	0.00	0.00	0.00	(350.00)	0.00
OMNI COLLECTION	(144.00)	0.00	(324.00)	0.00	(162.00)	0.00	(342.00)	0.00
STATE COURT COSTS	0.00	0.00	0.00	0.00	0.00	0.00	(7,918.40)	0.00
WAGES - POLICE	(102,769.18)	0.00	(303,095.61)	0.00	(74,591.38)	0.00	(269,107.65)	0.00
CONTRACT LABOR	(4,700.00)	0.00	(10,400.00)	0.00	(1,825.00)	0.00	(4,162.50)	0.00
SHIFT DIFFERENTIAL	(675.00)	0.00	(2,075.00)	0.00	(500.00)	0.00	(1,850.00)	0.00
OVERTIME	(2,243.77)	0.00	(11,006.05)	0.00	(4,052.94)	0.00	(9,248.95)	0.00
CELL PHONE ALLOWANCE	0.00	0.00	23.08	0.00	0.00	0.00	0.00	0.00
PAYROLL TAXES	(7,923.95)	0.00	(23,627.71)	0.00	(5,922.00)	0.00	(20,922.98)	0.00
TMRS	(5,337.23)	0.00	(16,370.30)	0.00	(4,313.37)	0.00	(15,283.53)	0.00
EMPLOYEE INSURANCE	(8,529.32)	0.00	(35,800.50)	0.00	(10,398.24)	0.00	(41,592.96)	0.00
AFLAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MEDICAL COST	0.00	0.00	0.00	0.00	0.00	0.00	(900.00)	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
OFFICE EXPENSE	0.00	0.00	(2,421.89)	0.00	(250.36)	0.00	(440.25)	0.00
OFFICE SUPPLIES	0.00	0.00	(154.09)	0.00	(378.12)	0.00	(696.83)	0.00
TELEPHONE	0.00	0.00	(4,557.50)	0.00	(1,308.74)	0.00	(4,967.53)	0.00
UNIFORMS	327.50	0.00	1,113.97	0.00	(83.99)	0.00	(8,395.19)	0.00
TECHNOLOGY/SOFTWARE UPGRADES	(22,249.86)	0.00	(34,475.17)	0.00	(1,361.78)	0.00	(24,312.27)	0.00
POLICE GOLF TOUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
POLICE GOLF TOURNAMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROPERTY & LIABILITY INSURANCE	0.00	0.00	(34,939.13)	0.00	0.00	0.00	(15,656.17)	0.00
WORKERS COMP INSURANCE	0.00	0.00	(19,129.87)	0.00	0.00	0.00	(23,105.37)	0.00
UNEMPLOYMENT TWC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BONDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EMPLOYEE TRAINING	0.00	0.00	(413.00)	0.00	0.00	0.00	(1,197.55)	0.00
LEOSE TRAINING EXPENSE	0.00	0.00	(600.00)	0.00	0.00	0.00	(202.00)	0.00
LEOSE FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
CONTRACT SERVICES CAMERA	(15,000.00)	0.00	(15,000.00)	0.00	(1,300.00)	0.00	(1,300.00)	0.00
LAB TEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
K-9 CONTRACT LABOR	0.00	0.00	(620.99)	0.00	(234.20)	0.00	(757.17)	0.00
COPS LVISD CONTRACT PAY	(718.00)	0.00	(6,458.00)	0.00	(1,613.50)	0.00	(8,561.00)	0.00
EVIDENCE SUPPLIES	0.00	0.00	(101.35)	0.00	(315.39)	0.00	(1,041.87)	0.00
EXPLORER PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADS	0.00	0.00	(290.00)	0.00	0.00	0.00	(37.10)	0.00
ADS - PUBLICATIONS	0.00	0.00	0.00	0.00	(27.00)	0.00	(45.00)	0.00
VEHICLE PURCHASE	0.00	0.00	(23.98)	0.00	0.00	0.00	(3,517.00)	0.00
VEHICLE FUEL	(4,311.76)	0.00	(14,045.16)	0.00	(2,401.43)	0.00	(11,423.50)	0.00
VEHICLE REPAIR	0.00	0.00	(25,637.30)	0.00	(3,476.44)	0.00	(9,757.03)	0.00
GENERAL SUPPLIES	0.00	0.00	(70.66)	0.00	0.00	0.00	(144.92)	0.00
EQUIPMENT PURCHASES	0.00	0.00	(3,027.26)	0.00	(4,052.73)	0.00	(8,858.72)	0.00
WILSON COUNTY SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
WCSO DISPATCH	0.00	0.00	0.00	0.00	0.00	0.00	(3,000.00)	0.00
MICELLAENOUS	0.00	0.00	(1,280.62)	0.00	0.00	0.00	(610.99)	0.00
WAGES - PUBLIC WORKS	(9,226.80)	0.00	(27,533.60)	0.00	(5,971.10)	0.00	(23,977.90)	0.00
CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVERTIME	(554.58)	0.00	(1,249.63)	0.00	(244.20)	0.00	(1,367.81)	0.00
PAYROLL TAXES	(752.88)	0.00	(2,208.84)	0.00	(464.88)	0.00	(1,905.77)	0.00
TMRS	(710.96)	0.00	(1,543.28)	0.00	(338.73)	0.00	(1,381.34)	0.00
ON CALL PAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EMPLOYEE INSURANCE	(370.84)	0.00	(1,315.08)	0.00	(1,204.10)	0.00	(4,816.40)	0.00
AFLAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFICE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BUILDING MAINTENANCE PW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TELEPHONE	0.00	0.00	(854.09)	0.00	(292.47)	0.00	(1,008.59)	0.00
UNIFORMS	0.00	0.00	(493.73)	0.00	(236.84)	0.00	(1,671.97)	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
PROPERTY & LIABILITY INSURNACE	0.00	0.00	(18,002.38)	0.00	0.00	0.00	(9,393.70)	0.00
WORKERS COMP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	(1,043.75)	0.00
EMPLOYEE TRAINING	0.00	0.00	(104.47)	0.00	0.00	0.00	0.00	0.00
VEHICLE FUEL	(1,868.03)	0.00	(5,397.44)	0.00	(1,182.58)	0.00	(5,366.46)	0.00
VEHICLE REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REPAIR AND MAINTENANCE	(23.88)	0.00	(23.88)	0.00	0.00	0.00	(24.00)	0.00
TOOLS	0.00	0.00	0.00	0.00	(139.98)	0.00	(1,068.60)	0.00
STREET REPAIR	(312.00)	0.00	(5,665.00)	0.00	(515.00)	0.00	(702.31)	0.00
GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LANDSCAPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT	0.00	0.00	(2,878.86)	0.00	0.00	0.00	0.00	0.00
EQUIPMENT - BIG ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	(3,516.00)	0.00
MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENGINEERING FEES	(1,948.60)	0.00	(4,882.50)	0.00	(12,878.75)	0.00	(13,573.75)	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAYROLL TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TMRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EMPLOYEE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROPERTY & LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WAGES - PARK DEPARTMENT	(9,221.07)	0.00	(27,416.27)	0.00	(6,140.80)	0.00	(23,823.83)	0.00
OVERTIME	(253.79)	0.00	(1,300.73)	0.00	(756.53)	0.00	(2,859.13)	0.00
PAYROLL TAXES	(727.13)	0.00	(2,203.75)	0.00	(529.94)	0.00	(2,048.13)	0.00
TMRS	(478.48)	0.00	(1,941.57)	0.00	(375.90)	0.00	(1,454.21)	0.00
EMPLOYEE INSURANCE	(2,225.04)	0.00	(8,900.16)	0.00	(1,587.96)	0.00	(6,351.84)	0.00
TELEPHONE	0.00	0.00	(259.56)	0.00	(86.48)	0.00	(345.80)	0.00
UNIFORMS	0.00	0.00	(458.34)	0.00	(82.10)	0.00	(453.23)	0.00
UTILITIES - PARK	0.00	0.00	(3,154.14)	0.00	(707.86)	0.00	(3,672.18)	0.00
PROPERTY & LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	(5,218.73)	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
WORKERS COMP INSURANCE	0.00	0.00	(213.12)	0.00	0.00	0.00	(257.41)	0.00
EMPLOYEE TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY- PARK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VEHICLE PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VEHICLE FUEL	(227.21)	0.00	(1,273.13)	0.00	(357.02)	0.00	(1,624.33)	0.00
VEHICLE REPAIR	0.00	0.00	(4,043.21)	0.00	(63.65)	0.00	(2,723.17)	0.00
REPAIR AND MAINTENANCE	0.00	0.00	(58.55)	0.00	0.00	0.00	(530.28)	0.00
TOOLS	0.00	0.00	(751.48)	0.00	0.00	0.00	0.00	0.00
CITY PARK SUPPLIES	0.00	0.00	(1,381.41)	0.00	(318.98)	0.00	(1,503.26)	0.00
PARK EQUIPMENT	0.00	0.00	(3,132.67)	0.00	(24.00)	0.00	(521.91)	0.00
PARK- CHRISTMAS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARK GRANT ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	(254,114.49)	0.00	(1,013,482.51)	0.00	(200,299.65)	0.00	(807,787.17)	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
REVENUE OVER EXPENSES	120,218.48	0.00	132,543.03	0.00	105,030.88	0.00	17,774.81	0.00
REVENUE								
<hr/>								
BANK INTEREST	0.00	0.00	3,708.39	0.00	2,220.16	0.00	8,681.71	0.00
MISC INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MUNICIPAL DEVELOPMENT DISTRICT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SALES TAX	52,987.04	0.00	214,399.22	0.00	50,367.16	0.00	111,397.02	0.00
EVENT VENDORS/DONATIONS	2,220.00	0.00	4,570.00	0.00	0.00	0.00	850.00	0.00
TOTAL REVENUE	55,207.04	0.00	222,677.61	0.00	52,587.32	0.00	120,928.73	0.00
<hr/>								
EXPENSES								
<hr/>								
WAGES - MDD	(6,145.94)	0.00	(19,023.30)	0.00	(2,891.20)	0.00	(11,564.00)	0.00
CAR & CELL PHONE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAYROLL TAXES	(470.17)	0.00	(1,455.28)	0.00	(221.18)	0.00	(884.66)	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
SOCIAL SECURITY TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TMRS	(310.37)	0.00	(982.57)	0.00	(157.58)	0.00	(630.27)	0.00
EMPLOYEE INSURANCE	(55.88)	0.00	(223.52)	0.00	(58.98)	0.00	(235.92)	0.00
OFFICE SUPPLIES	(26.30)	0.00	(301.11)	0.00	(82.26)	0.00	(480.73)	0.00
MEMBERSHIP/DUES	0.00	0.00	(13,824.12)	0.00	(1.06)	0.00	(1.06)	0.00
NEWS PUBLICATIONS/SUBSCRIPTION	0.00	0.00	(430.38)	0.00	(749.00)	0.00	(1,044.00)	0.00
TELEPHONE	0.00	0.00	(129.78)	0.00	(43.24)	0.00	(160.91)	0.00
IT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROPERTY & LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORKERS COMP INSURANCE	0.00	0.00	(56.13)	0.00	0.00	0.00	(67.80)	0.00
FACILITY & OVERHEAD COST TO GF	(60,000.00)	0.00	(60,000.00)	0.00	(60,000.00)	0.00	(60,000.00)	0.00
ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	(545.00)	0.00
LEGAL	(69.00)	0.00	(184.00)	0.00	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	(12,000.00)	0.00	(31,507.46)	0.00	0.00	0.00	0.00	0.00
TRAINING/CONFERENCE/TRAVEL	0.00	0.00	(3,800.00)	0.00	0.00	0.00	(413.36)	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
BUSINESS RECRUITMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EVENT PLANNING	(896.50)	0.00	(23,073.87)	0.00	(6,305.02)	0.00	(40,229.57)	0.00
ECONOMIC DEVELOPMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONSULTING/DEVELOPMENT/PLAN	0.00	0.00	(33,887.08)	0.00	0.00	0.00	0.00	0.00
ADVERTISING	0.00	0.00	(360.16)	0.00	0.00	0.00	50.00	0.00
FACADE/BEAR GRANTS	(5,000.00)	0.00	(5,000.00)	0.00	0.00	0.00	(7,867.04)	0.00
TRAFFIC STUDY	0.00	0.00	0.00	0.00	0.00	0.00	(3,860.00)	0.00
TOTAL EXPENSES	(84,974.16)	0.00	(194,238.76)	0.00	(70,509.52)	0.00	(127,934.32)	0.00
REVENUE OVER EXPENSES REVENUE	(29,767.12)	0.00	28,438.85	0.00	(17,922.20)	0.00	(7,005.59)	0.00
INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	32.94	0.00
MISC INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NSF CHECK FEE	35.00	0.00	140.00	0.00	60.00	0.00	150.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
SALES TAX INCOME	3,204.34	0.00	11,179.81	0.00	2,378.21	0.00	8,907.81	0.00
WATER SALES	85,751.08	0.00	337,985.28	0.00	58,249.11	0.00	270,160.08	0.00
SEWER SALES	28,635.22	0.00	99,141.43	0.00	21,352.49	0.00	83,064.05	0.00
INFRASTRUCTURE REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTIES	1,759.42	0.00	3,957.71	0.00	470.26	0.00	2,962.61	0.00
METER TAMPERING FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OPER & MAINTENANCE	3,223.88	0.00	11,127.35	0.00	2,782.85	0.00	10,391.58	0.00
GARBAGE SALES	47,112.51	0.00	165,812.23	0.00	36,225.16	0.00	135,942.92	0.00
OVERPAYMENT	(1,608.31)	0.00	(2,804.24)	0.00	(167.78)	0.00	698.94	0.00
NEW WATER METER FEES	0.00	0.00	286.00	0.00	0.00	0.00	1,430.00	0.00
NEW WATER CONSTRUCTIONS FEE	0.00	0.00	1,539.23	0.00	0.00	0.00	0.00	0.00
NEW SEWER CONSTRUCTION FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RECONNECTIONS	586.10	0.00	1,445.85	0.00	100.00	0.00	679.80	0.00
SEWER IMPACT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER IMPACT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
WATER DEPOSITS	2,250.00	0.00	6,342.03	0.00	1,300.00	0.00	4,024.41	0.00
ADMIN FEE	325.00	0.00	981.66	0.00	175.00	0.00	775.00	0.00
GREASE TRAP PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	159.12	0.00	1,020.11	0.00	118.19	0.00	49.09	0.00
METER REPLACEMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WELL PROJECTS 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INFRASTRUCTURE GRANT LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NEW LOAN WATER WELL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	171,433.36	0.00	638,154.45	0.00	123,043.49	0.00	519,269.23	0.00
<hr/>								
EXPENSES								
<hr/>								
WAGES	(18,358.61)	0.00	(54,467.45)	0.00	(12,024.80)	0.00	(48,076.04)	0.00
OVERTIME	(1,021.48)	0.00	(2,217.80)	0.00	(1,037.85)	0.00	(3,656.10)	0.00
CALL DUTY: WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Lavernia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
PAYROLL TAXES	(1,464.72)	0.00	(4,271.70)	0.00	(990.03)	0.00	(3,927.37)	0.00
CALL DUTY WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TMRS	(761.68)	0.00	(2,422.02)	0.00	(711.90)	0.00	(2,819.36)	0.00
CALL DUTY TMRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CALL DUTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ON CALL PAY	(180.00)	0.00	(360.00)	0.00	(120.00)	0.00	(660.00)	0.00
EMPLOYEE INSURANCE	(2,410.46)	0.00	(8,753.39)	0.00	(2,458.44)	0.00	(9,833.76)	0.00
AFLAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFICE EXPENSE	0.00	0.00	(331.29)	0.00	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUES AND SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	(1,803.75)	0.00
TELEPHONE	0.00	0.00	(941.82)	0.00	(395.29)	0.00	(1,580.80)	0.00
POSTAGE	0.00	0.00	(1,000.00)	0.00	0.00	0.00	(1,011.17)	0.00
TECHNOLOGY/SOFTWARE UPGRADES	(1,500.00)	0.00	(1,500.00)	0.00	0.00	0.00	0.00	0.00
RETURNED CHECK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Laverinia

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
DEPOSIT REFUND	(119.32)	0.00	(1,223.73)	0.00	(1,055.06)	0.00	(1,807.18)	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
APPLIED DEPOSIT REIMBURSEMENT	(1,722.91)	0.00	(3,458.43)	0.00	(717.83)	0.00	(1,979.82)	0.00
UTILITIES	0.00	0.00	(25,787.82)	0.00	(8,029.03)	0.00	(33,453.69)	0.00
PROPERTY & LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	(10,124.32)	0.00
WORKERS COMP INSURANCE	0.00	0.00	(1,901.69)	0.00	0.00	0.00	(1,253.15)	0.00
PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEGAL & PROFESSIONAL - ENGINEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PERMITS & INSPECTIONS	0.00	0.00	(3,916.86)	0.00	(1,375.00)	0.00	(4,908.78)	0.00
EMPLOYEE TRAINING & LICENSING	0.00	0.00	(1,514.31)	0.00	(925.00)	0.00	(1,644.98)	0.00
CRWA MEETING REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AUDIT EXPENSE	0.00	0.00	0.00	0.00	(9,350.00)	0.00	(9,350.00)	0.00
BANK SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAYCLIX EXPENSE	0.00	0.00	(4,005.43)	0.00	(1,170.58)	0.00	(5,187.20)	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
ADS	0.00	0.00	(519.62)	0.00	0.00	0.00	0.00	0.00
INFRASTRUCTURE REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VEHICLE FUEL	0.00	0.00	0.00	0.00	0.00	0.00	(20.00)	0.00
VEHICLE REPAIR	0.00	0.00	(7,137.64)	0.00	(3,111.28)	0.00	(14,601.99)	0.00
GARBAGE COLLECTION EXPENSE	0.00	0.00	(102,495.48)	0.00	(31,328.64)	0.00	(124,935.60)	0.00
SALES TAX EXPENSE	(2,507.28)	0.00	(7,852.82)	0.00	(2,105.54)	0.00	(8,697.17)	0.00
VALVE REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES AND REPAIRS	(10,676.96)	0.00	(58,613.50)	0.00	(20,181.39)	0.00	(37,233.10)	0.00
WWTP OPERATION	(13,380.40)	0.00	(60,790.76)	0.00	(8,289.40)	0.00	(81,707.70)	0.00
METER REPLACEMENT	0.00	0.00	(68,662.27)	0.00	0.00	0.00	0.00	0.00
WATER ANALYSIS LAB	(948.00)	0.00	(5,815.00)	0.00	(706.00)	0.00	(2,873.00)	0.00
CHEMICALS	(1,738.06)	0.00	(11,434.13)	0.00	(170.00)	0.00	(5,876.07)	0.00
BULK WATER PURCHASE	(1,925.02)	0.00	(30,401.06)	0.00	(1,893.20)	0.00	(20,988.60)	0.00
LINE USE AND ADMIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER PROJECT CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
WELL PROJECTS	(1,536.25)	0.00	(58,033.80)	0.00	0.00	0.00	0.00	0.00
LAND LEASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT PURCHASE	0.00	0.00	(1,116.00)	0.00	(279.71)	0.00	(668.71)	0.00
DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C OF O 2011 PRINCIPAL	0.00	0.00	(313,000.00)	0.00	0.00	0.00	0.00	0.00
SARA LOAN PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
W & S 1975 BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C OF O 2011 INTEREST	0.00	0.00	(1,024.72)	0.00	0.00	0.00	0.00	0.00
SARA LOAN INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
W & S 1975 INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
W & S 1975 BOND ADMIN FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOND ISSUE COST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016 SERIES BOND PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016 SERIES - INTEREST PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

A12060 Oper:LW
 Date 2/3/2025
 Time 3:49 PM

City of Laveria

REVENUE OVER
 Section 4, Item B.
 Period 01/2025

UTILITY FUND
 January 2025

Account Description	MTD		YTD		Last Year MTD		Last Year YTD	
	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev	Amount	% Of Rev
2016 SERIES BOND - ADMIN FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017 REFUNDING/INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS EXPENSE	(169.61)	0.00	(4,669.61)	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	(60,420.76)	0.00	(849,640.15)	0.00	(108,425.97)	0.00	(440,679.41)	0.00
REVENUE OVER EXPENSES	111,012.60	0.00	(211,485.70)	0.00	14,617.52	0.00	78,589.82	0.00

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Council

Subject: Calling for a General Election for the City of La Vernia

BACKGROUND

This item is presented for discussion and consideration of action on Ordinance No. 020625-01, which calls for a General Election in the City of La Vernia on May 3, 2025. The purpose of the election is to elect two (2) Aldermen.

GOAL

To call for a General Election for the City of La Vernia.

COMMUNITY BENEFIT

The election will allow the City of La Vernia to elect two (2) Aldermen, ensuring proper representation for the community.

SUMMARY OF RECOMMENDED ACTION

Approve Ordinance No. 020625-01 to call for a General Election on May 3, 2025, for the election of two (2) Aldermen.

ORDINANCE NO. 020625-01

AN ORDINANCE CALLING FOR A MUNICIPAL ELECTION ON SATURDAY, MAY 3, 2025 FOR THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS; ESTABLISHING THE PROCEDURE FOR THE GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING TWO (2) ALDERMAN FOR A TWO (2) YEAR TERM; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DESIGNATION OF OFFICERS FOR SUCH ELECTION; SETTING THE RATE OF PAY FOR THE ELECTION CLERKS; PROVIDING FOR THE MAXIMUM NUMBER OF ELECTION CLERKS; AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD.

WHEREAS, the laws of the State of Texas provide that on May 3, 2025, there shall be a general election for two (2) Alderman for a two (2) year term; and

WHEREAS, the Texas Election code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in the said election, and designating the voting place for said election; and

WHEREAS, the City of La Vernia (the "City") lies within the boundaries of Wilson County; and

WHEREAS, the City Council must call for an election to elect its city officials.

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

SECTION 1. General Election Ordered. A general election shall be held on Saturday, May 3, 2025, to elect the following city officers: two (2) Aldermen of the City Council of the City of La Vernia, Texas.

SECTION 2. Filing Period. Candidates for the above officers may file their application beginning at 8:00 a.m. January 15, 2025, and shall file their applications by no later than 5:00 p.m. February 14, 2025. All candidates for the office to be filled in the election to be held on May 3, 2025, shall file their application to become candidates, with the City Secretary of the City at City Hall, 102 E. Chihuahua Street, La Vernia, Texas, 78121 on any weekday that is not a City holiday, between 8:00 a.m. and 5:00 p.m., and all of the said applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

SECTION 3. Write-in Candidates. A write-in vote may not be counted unless the name written in appears on the list of write-in candidates. To be entitled to a place on the list of write-in candidates, a candidate must make a declaration of write-in candidacy. A

declaration of write-in candidacy must be filed with the City Secretary no later than 5:00 p.m. on Tuesday, February 18, 2025.

SECTION 4. Drawing. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. Such a drawing will be held at 11 a.m. on Thursday, February 20, 2025, in the City Secretary's Office of La Vernia City Hall.

SECTION 5. Ballots and Printed Materials. The ballots used for the election shall comply with the Chapter 52 Texas Election Code and be in the form provided by the City for use on the voting devices or on paper ballots. The official ballots, together with such other election materials as are required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

SECTION 6. Conduct of Election. The election judge, alternate judge, and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the law governing the holding of general elections by general law cities of the State of Texas.

SECTION 7. Polling Place. The polling place for the joint election shall be held at the following place:

La Vernia Church of Christ located at 131 Industrial Dr, La Vernia, TX 78121

SECTION 8. Election Officer. The Election Officer is appointed to serve as the City's Election Officer, Joint Early Voting Clerk, and Custodian of Records for the City of La Vernia and to conduct the City's election on May 3, 2025. As the City's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in the City's election in compliance with state law.

SECTION 9. Election Judges and Clerks. The presiding judge, alternate presiding judge, and clerks for the election shall be selected and appointed by the City of La Vernia, Texas, and its appointees in compliance with the requirements of state law, and such judges and clerks so selected are hereby designated and appointed by the city council as the election officers, judge, and clerks, respectively, for the holding of said general election. The presiding judge, alternate presiding judge, and clerks shall perform the functions and duties of their respective positions that are provided by state law.

The following named persons are hereby appointed officers for said election:

ELECTION JUDGE:

Rose Pruski

1109 Country View Dr, La Vernia, TX 78121

ALTERNATE JUDGE:

Francis Moczygemba

2774 Blue Creek Rd, La Vernia, TX 78121

In accordance with Section 32.091 of the Texas Election Code, the presiding judge shall be paid the rate of \$16.00 per hour, the alternate judge shall be paid the rate of \$16.00 per hour, and clerks shall be paid the rate of \$14.00 per hour.

There shall be a minimum of two (2) and a maximum of six (6) clerks at the polling place. The poll at the above-designated polling place shall be open from 7:00 a.m. to 7:00 p.m. on said election day.

SECTION 10. City Secretary. The City Secretary, or designee, is instructed to acquire and furnish all election supplies and materials necessary to conduct the election. The Wilson County election department will serve as Election Officer and Regular Early Voting Clerk for the City to receive requests for applications for early voting ballots. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code.

SECTION 11. Early Voting. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Texas Election Code. Early voting by personal appearance for the above-designated election shall be at La Vernia Church of Christ located at 131 Industrial Dr, La Vernia, TX 78121. Early voting will commence on Tuesday, April 22, 2025, and continue through Tuesday, April 29, 2025.

During the early voting period, the early voting clerk shall keep continuously posted:

1. At the entrance to the room in which the early voting polling place is located, a sign on which is printed in large letters "Early Voting Polling Place"; and
2. In each corridor leading to the entrance to the room in which the early voting polling place is located, 100 feet from the entrance, a sign on which is printed in larger letters

“Distance Marker – No electioneering between this point and the entrance to the early voting polling place.”

The above-described place for early voting is not the early clerk’s address to which ballot applications and ballots voted by mail may be sent. The mailing address will be P.O. Box 188 and the physical address will be 1103 4th Street, Bldg B, Suite 101 Floresville, TX 78114. Early voting by mail shall be by paper ballots. An applicant for a ballot to be voted by personal appearance must make an application at the early voting polling place when the applicant desires to vote. Pursuant to Section 84.007 of the Election Code, an application for a ballot to be voted by mail must be requested from the early voting clerk by (1) mail; or (2) common or contract carrier. An application by mail must be requested on or after Wednesday, January 1, 2025 and submitted before the close of regular business in the early voting clerk’s office or 12 noon, whichever is later, on Tuesday, April 22, 2025. An application is considered to be submitted at the time of its receipt by the clerk. An applicant for a ballot to be voted by mail may also submit his application by delivering it in person to the early voting clerk. The early voting clerk shall mail without charge an appropriate official application form for an early voting ballot to each person requesting the clerk to send him an application form. The early voting clerk shall review each application for a ballot to be voted by mail. If the applicant is entitled to vote an early voting ballot by mail, the clerk shall provide an official ballot to the applicant as provided by Chapter 86 of the Election Code. If the applicant is not entitled to vote by mail, the clerk shall reject said application in accordance with Section 86.001 of the Texas Election Code. Balloting materials for voting by mail shall be mailed to voters as soon as practicable after the ballots become available but not earlier than Wednesday, March 19, 2025. A marked ballot voted by mail must arrive at the address on the official carrier envelope for early voting (the City Hall) before the time the polls are required to close on Election Day, May 3, 2025. Voting by mail shall be conducted in accordance with Chapter 86 of the Election Code.

SECTION 12. Notice of Election. Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to the said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 13. General. The Election Officer shall hold said election in accordance with the Texas Election Code, and only resident qualified voters of said City shall be eligible to vote at said election. Returns of said election shall be made known as soon as

possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 6, 2025, nor later than May 14, 2025.

SECTION 14. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this 6th day of February 2025.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Madison Farrow, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office City of La Vernia

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Council

Subject: Calling for a Special Election for the City of La Vernia

BACKGROUND

This item is presented for discussion and consideration of action on Ordinance No. 020625-02, which calls for a Special Election in the City of La Vernia on May 3, 2025. The purpose of the election is to elect two (2) Aldermen.

GOAL

To call for a Special Election for the City of La Vernia.

COMMUNITY BENEFIT

The election will allow the City of La Vernia to elect two (2) Aldermen, ensuring proper representation for the community.

SUMMARY OF RECOMMENDED ACTION

Approve Ordinance No. 020625-02 to call for a Special Election on May 3, 2025, for the election of two (2) Aldermen.

ORDINANCE NO. 020625-02

AN ORDINANCE CALLING FOR A SPECIAL MUNICIPAL ELECTION ON SATURDAY, MAY 3, 2025 FOR THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS; ESTABLISHING THE PROCEDURE FOR THE GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING TWO (2) ALDERMAN FOR AN UNEXPIRED ONE (1) YEAR TERM; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DESIGNATION OF OFFICERS FOR SUCH ELECTION; SETTING THE RATE OF PAY FOR THE ELECTION CLERKS; PROVIDING FOR THE MAXIMUM NUMBER OF ELECTION CLERKS; AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD.

WHEREAS, the laws of the State of Texas provide that on May 3, 2025, there shall be a general election for two (2) Alderman for an unexpired one (1) year term; and

WHEREAS, the Texas Election code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in the said election, and designating the voting place for said election; and

WHEREAS, the City of La Vernia (the "City") lies within the boundaries of Wilson County; and

WHEREAS, the City Council must call for an election to elect its city officials.

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

SECTION 1. General Election Ordered. A general election shall be held on Saturday, May 3, 2025, to elect the following city officers: for two (2) Alderman for an unexpired one (1) year term; of the City Council of the City of La Vernia, Texas.

SECTION 2. Filing Period. Candidates for the above officers may file their application beginning directly after the date this ordinance is passed, at 8:00 a.m. February 7th, 2025, and shall file their applications by no later than 5:00 p.m. February 28th, 2025. All candidates for the office to be filled in the election to be held on May 3, 2025, shall file their application to become candidates, with the City Secretary of the City at City Hall, 102 E. Chihuahua Street, La Vernia, Texas, on any weekday that is not a City holiday, between 8:00 a.m. and 5:00 p.m., and all of the said applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

SECTION 3. Write-in Candidates. A write-in vote may not be counted unless the name written in appears on the list of write-in candidates. To be entitled to a place on the list of write-in candidates, a candidate must make a declaration of write-in candidacy. A

declaration of write-in candidacy must be filed with the City Secretary no later than 5:00 p.m. on Tuesday, February 18, 2025.

SECTION 4. Drawing. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. Such a drawing will be held at 11 a.m. on Friday, February 20, 2025, in the City Secretary’s Office of La Vernia City Hall.

SECTION 5. Ballots and Printed Materials. The ballots used for the election shall comply with the Chapter 52 Texas Election Code and be in the form provided by the City for use on the voting devices or on paper ballots. The official ballots, together with such other election materials as are required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

SECTION 6. Conduct of Election. The election judge, alternate judge, and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the law governing the holding of general elections by general law cities of the State of Texas.

SECTION 7. Polling Place. The polling place for the joint election shall be held at the following place:

La Vernia Church of Christ located at 131 Industrial Dr, La Vernia, TX 78121

SECTION 8. Election Officer. The Election Officer is appointed to serve as the City’s Election Officer, Joint Early Voting Clerk, and Custodian of Records for the City of La Vernia and to conduct the City’s election on May 3, 2025. As the City’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in the City’s election in compliance with state law.

SECTION 9. Election Judges and Clerks. The presiding judge, alternate presiding judge, and clerks for the election shall be selected and appointed by the City of La Vernia, Texas, and its appointees in compliance with the requirements of state law, and such judges and clerks so selected are hereby designated and appointed by the city council as the election officers, judge, and clerks, respectively, for the holding of said general election. The presiding judge, alternate presiding judge, and clerks shall perform the functions and duties of their respective positions that are provided by state law.

The following named persons are hereby appointed officers for said election:

ELECTION JUDGE:

Rose Pruski

1109 Country View Dr, La Vernia, TX 78121

ALTERNATE JUDGE:

Francis Moczygemba

2774 Blue Creek Rd, La Vernia, TX 78121

In accordance with Section 32.091 of the Texas Election Code, the presiding judge shall be paid the rate of \$16.00 per hour, the alternate judge shall be paid the rate of \$16.00 per hour, and clerks shall be paid the rate of \$14.00 per hour.

There shall be a minimum of two (2) and a maximum of six (6) clerks at the polling place. The poll at the above-designated polling place shall be open from 7:00 a.m. to 7:00 p.m. on said election day.

SECTION 10. City Secretary. The City Secretary, or designee, is instructed to acquire and furnish all election supplies and materials necessary to conduct the election. The Wilson County election department will serve as Election Officer and Regular Early Voting Clerk for the City to receive requests for applications for early voting ballots. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code.

SECTION 11. Early Voting. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Texas Election Code. Early voting by personal appearance for the above-designated election shall be at La Vernia Church of Christ located at 131 Industrial Dr, La Vernia, TX 78121. Early voting will commence on Tuesday, April 22, 2025, and continue through Tuesday, April 29, 2025.

During the early voting period, the early voting clerk shall keep continuously posted:

1. At the entrance to the room in which the early voting polling place is located, a sign on which is printed in large letters "Early Voting Polling Place"; and
2. In each corridor leading to the entrance to the room in which the early voting polling place is located, 100 feet from the entrance, a sign on which is printed in larger letters

“Distance Marker – No electioneering between this point and the entrance to the early voting polling place.”

The above-described place for early voting is not the early clerk’s address to which ballot applications and ballots voted by mail may be sent. The mailing address will be P.O. Box 188 and the physical address will be 1103 4th Street, Bldg B, Suite 101 Floresville, TX 78114 Early voting by mail shall be by paper ballots. An applicant for a ballot to be voted by personal appearance must make an application at the early voting polling place when the applicant desires to vote. Pursuant to Section 84.007 of the Election Code, an application for a ballot to be voted by mail must be requested from the early voting clerk by (1) mail; or (2) common or contract carrier. An application by mail must be requested on or after Wednesday, January 1, 2025 and submitted before the close of regular business in the early voting clerk’s office or 12 noon, whichever is later, on Tuesday, April 22, 2025. An application is considered to be submitted at the time of its receipt by the clerk. An applicant for a ballot to be voted by mail may also submit his application by delivering it in person to the early voting clerk. The early voting clerk shall mail without charge an appropriate official application form for an early voting ballot to each person requesting the clerk to send him an application form. The early voting clerk shall review each application for a ballot to be voted by mail. If the applicant is entitled to vote an early voting ballot by mail, the clerk shall provide an official ballot to the applicant as provided by Chapter 86 of the Election Code. If the applicant is not entitled to vote by mail, the clerk shall reject said application in accordance with Section 86.001 of the Texas Election Code. Balloting materials for voting by mail shall be mailed to voters as soon as practicable after the ballots become available but not earlier than Wednesday, March 19, 2025. A marked ballot voted by mail must arrive at the address on the official carrier envelope for early voting (the City Hall) before the time the polls are required to close on Election Day, May 3, 2025. Voting by mail shall be conducted in accordance with Chapter 86 of the Election Code.

SECTION 12. Notice of Election. Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to the said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 13. General. The Election Officer shall hold said election in accordance with the Texas Election Code, and only resident qualified voters of said City shall be eligible to vote at said election. Returns of said election shall be made known as soon as

possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 6, 2025, nor later than May 14, 2025.

SECTION 14. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this 6th day of February 2025.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Madison Farrow, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office City of La Vernia

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Council

Subject: Amending La Vernia Code of Ordinances Chapter 30

BACKGROUND

This Ordinance was approved on 03-09-2023. Upon review, it has been identified that there are necessary edits, including incorrect chapter references that do not pertain to the subject of this Ordinance.

GOAL

To ensure that this Ordinance accurately reflects the correct changes that have been approved.

COMMUNITY BENEFIT

This amendment will provide clarity for residents, ensuring they can easily understand the updated Ordinance.

SUMMARY OF RECOMMENDED ACTION

Approve Ordinance No. 020625-03 to incorporate the correct edits.

ORDINANCE NO. 020625-03

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 30 SUBDIVISIONS, ARTICLE III. – GENERAL PLATTING PROCEDURES; SECTION 30-301.- OVERALL DEVELOPMENT CONCEPT.; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 216 of the Vernon’s Local Government Code empowers a city to enact zoning regulations and provide for their administration, enforcement and amendment; and

WHEREAS, the City of La Vernia Code or Ordinances Chapter 30 which constitutes the City’s Subdivision Ordinance requires a property to be developed in accordance with proper designations as defined by this ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission of the City of La Vernia has met and discussed amending the above-mentioned sections of the Subdivision code; and

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

WHEREAS, the City Council of the City of La Vernia believes the amendments will comply with the standards and purpose of the Subdivision Ordinance and are in the best interests of the public safety and the general welfare of the residents of the City of La Vernia;

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

**Section 1.
Subdivision Regulations Amended**

Chapter 30, ARTICLE III. - GENERAL PLATTING PROCEDURES

Sec. 30-301. - Overall development concept of the City of La Vernia’s Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit “A”**.

**Section 2.
Severability**

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

**Section 3
Cumulative**

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

**Section 4.
Effective Date**

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

PASSED, APPROVED, AND ADOPTED THIS 6TH DAY OF February 2025.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Madison Farrow, City Secretary
City of La Vernia

Exhibit "A"

Sec. 30-301. - Overall development concept.

(a) Prior to the submission of a master plan or plat, all commercial developments, and all residential developments consisting of more than two units, the applicant or representative is required to present their proposal to the city. This presentation will be given at a mandatory scheduled pre-development meeting, at which the City Administrator, building, and code enforcement departments, local first responding fire, EMS, and police personnel, health departments, and any other departments or representatives deemed necessary by the City Administrator will be present. At said meeting, comments and advice on the procedures, specifications, and standards required in the local ordinances will be discussed.

(b) All persons desiring to subdivide land within the area of jurisdiction of this chapter shall first prepare and submit to the commission, not less than ten working days prior to any meeting at which the plat is to be considered, the following information:

(1) Five black line or blue line copies of an overall development concept encompassing all land owned by the subdivider. The overall concept shall be in compliance with all applicable provisions of this chapter.

(2) Two black line or blue line prints of the preliminary plans for the furnishing of water, the installation of sanitary sewer facilities, and provisions for storm sewers and general drainage facilities. Topographic contours with intervals of not more than ten feet shall be shown.

(3) A letter of transmittal giving the name and address of the owner or agent and the person or firm who prepared the plat concept.

(4) A certificate or letter from a title guaranty company or from an attorney duly licensed to practice law in the state, certifying the following concerning title to the land:

a. A statement of records examined and date of examination;

b. Description of the property in question by metes and bounds;

c. Name of the fee owner as of the date of examination and the date, file number, and volume and page of the recording of the deed involved;

d. The name of any lien holder together with the date of filing and volume and page of such lien; and

e. A general description of any easements or fee strips granted, along with the file number, date of filing, and volume and page of recording.

(5) A nonrefundable check payable to the city in the amount as specified within the fee schedule.

(6) In cases where public streets, alleys, or easements are proposed to be platted across private easement or fee strips, a copy of the instrument establishing such private easement or fee strip shall be submitted. Where a private easement has no defined location, agreement on a defined easement must be reached before submission of final plat.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Police

Subject: Police Cadet Training Policy

BACKGROUND

Sponsoring cadets through a state-approved police academy has become a common recruitment strategy in the law enforcement sector, especially as our department, like many others, faces vacancies.

GOAL

Our goal is to develop quality personnel whom we have personally invested in. These individuals will be committed to the department and will have part-time employment with us on a limited basis while they undergo training.

COMMUNITY BENEFIT

As our community grows, the need for an expanded police force becomes more evident. This program offers a sustainable and strategic approach to meeting those needs.

SUMMARY OF RECOMMENDED ACTION

The Chief of Police and City Administration, in collaboration with several other communities and our legal team, have developed the proposed contract and resolution for your review. We recommend approval.

RESOLUTION R020625-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA
VERNIA, TEXAS, ADOPTING POLICE CADET TRAINING POLICY;
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, in Texas local government code subtitle (a). Municipal public safety chapter 341. municipal law enforcement subchapter (a). regular police force Sec. 341.001. police force of type a general-law municipality. (a) The governing body of a Type A general-law municipality may establish and regulate a municipal police force; and

WHEREAS, the La Vernia Police Department desires to hire Prospective Employee as a Police Officer for the La Vernia Police Department and to be employed as a Police Officer, La Vernia can only hire an individual who has been certified as a Peace Officer by the State of Texas; and

WHEREAS, in order for an individual to obtain a Certified Peace Officer Certification from the State of Texas, the individual must attend and successfully complete a training course authorized by the State of Texas for that purpose (the “Course”); and

WHEREAS, prospective Employee desires to work for La Vernia as a Police Officer but Prospective Employee has not been certified as a Peace Officer by the State of Texas; and

WHEREAS, the City of La Vernia has agreed, with the conditions set forth below, to pay the Training Costs for Prospective Employee to obtain his/her certification as a Peace Officer from the State of Texas; now therefore, it is agreed as follows:

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

SECTION 1. That the Fund Policy, attached hereto as “Exhibit A”, is hereby adopted as the official Police Cadet Training Policy of the City.

SECTION 2. That the Chief of Police is hereby authorized to implement the Police Cadet Training Policy attached as Exhibit A.

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

SECTION 4. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 5. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 6th day of February 2025.

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

Exhibit A

RECRUIT TRAINEE/ PROVISIONAL EMPLOYMENT AGREEMENT

This agreement is made as of the __ day of __, 20__, by and between the City of La Vernia, Texas (hereinafter referred to as "City") and _____ (hereinafter referred to as "Trainee").

WHEREAS, the City desires to employ the Trainee as a member of its Police Department, and

WHEREAS, the Trainee is not currently licensed as a certified Peace Officer under the laws of the state of Texas;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Job Title: Police Cadet (Sponsorship Program)

Department: Police Department

Location: City of La Vernia, TX

Reports To: Police Chief or Designee

Position Overview:

The City of La Vernia is seeking a dedicated and motivated individual to join the Police Department as a Police Cadet. As part of this sponsorship program, the City will sponsor the cadet's enrollment in a Texas-registered police academy. During training, the cadet will work part-time as an unlicensed civilian member of the police department, assisting with various departmental duties and gaining valuable field experience.

Key Responsibilities:

- Assist sworn officers (wile supervised) with daily tasks such as patrols, traffic control, crime scene management, and report writing.
- Observe and assist (wile supervised) in the enforcement of local, state, and federal laws.
- Complete all required training at a Texas-registered police academy, including physical fitness, law enforcement procedures, legal studies, and public safety.
- Participate in field training with police officers, applying academy coursework to real-world situations.
- Maintain accurate logs, reports, and documentation in compliance with departmental standards.
- Learn and comply with departmental policies, procedures, and regulations.

- Assist with non-enforcement duties such as administrative tasks, community engagement, and special events.
 - Ensure public safety (while supervised) through interactions with citizens and prompt responses to incidents.
 - Perform other duties as assigned by the Police Chief or supervising officers.
-

Qualifications:

- Must be at least 21 years of age and a U.S. citizen or legal resident.
 - High school diploma or equivalent (required).
 - Valid Texas driver's license with a clean driving record.
 - No felony convictions; must pass a criminal background check.
 - Must be physically fit and able to pass a physical fitness test as required by the police academy.
 - Strong communication and interpersonal skills.
 - Ability to work as part of a team in a fast-paced, high-pressure environment.
 - Desire to serve and protect the community with professionalism and integrity.
-

Training and Development:

1. The Trainee must complete the same application process as all other City employees.
2. The Trainee shall enroll in a State of Texas-approved Police Academy, which must be approved by the City, to seek certification as a Peace Officer.
3. During training, the City will compensate the Trainee at a rate of \$12.50 per hour, working approximately 40 hours per week (as needed) when not attending academy classes.
4. The Trainee shall be responsible for covering their own tuition, books, ammunition, and uniforms required by the academy. Upon successful completion of the program and passing TCOLE tests, the City will reimburse the Trainee for these training costs, payable once the Trainee reaches full employment status with the City.
5. The Trainee is responsible for their transportation to and from the academy, including all related costs and meals. The Trainee is not permitted to use City vehicles for training.
6. The Trainee shall be subject to the same healthcare and benefits as other City employees, including participation in TMRS retirement.
7. Failure to complete the academy or pass the State certification test will result in automatic termination of employment with the City.
8. The Trainee shall be subject to City and Police Department policies and shall be considered a probationary employee as outlined in the City's personnel policy and the Police Department's rules.
9. The "At Will" status remains unchanged by this agreement. Both parties acknowledge that this Agreement does not guarantee long-term employment and does not alter the "At Will" nature of the Trainee's employment.

Miscellaneous:

a. **No Waiver:** The City’s failure or delay in enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights or remedies under this Agreement.

b. **Venue and Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, with exclusive venue in Wilson County, Texas.

c. **Construction and Interpretation:** Both parties agree that this Agreement will be interpreted fairly, without bias toward either party. Both parties acknowledge that they had the opportunity to consult with legal counsel before entering into this Agreement.

d. **Binding Effect:** This Agreement binds and benefits the parties, including their respective successors, representatives, and assigns.

e. **Entire Agreement:** This Agreement represents the complete understanding between the parties regarding its subject matter and supersedes all prior discussions, negotiations, or agreements.

f. **Amendments:** Any modification or amendment to this Agreement must be in writing and signed by both parties to be effective.

g. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect. The invalid or unenforceable provision shall be severed from the Agreement, and the remainder shall continue to be enforced as written.

h. **Effective Date.** This agreement will take effect upon signatures by both parties being present.

Executed this ____ day of _____, 20____

City of La Vernia
By: _____
Lindsey Wheeler
City Administrator

Trainee

By: _____
[Name of Trainee]

Police Department

By: _____
Donald Kiel
Chief of Police

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Council

Subject: Discussion and consideration of renewing the animal control contract with Wilson County No Kill Animal Shelter for the 2024-2025 fiscal year

BACKGROUND

The City has had a contract with the Wilson County No Kill Animal Shelter since December 2022. We are now looking to renew this agreement, potentially reviewing the pricing structure.

GOAL

To determine if the City is prepared to move forward with renewing the contract and the proposed pricing.

COMMUNITY BENEFIT

Renewing the contract ensures the City will have a reliable shelter for animals in need.

SUMMARY OF RECOMMENDED ACTION

Review and assess the current pricing to confirm it is reasonable and advantageous for the City, and ensure the continued partnership benefits our community.

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

THE STATE OF TEXAS §
 §
COUNTY OF WILSON §

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

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

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

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

WHEREAS, the CITY desires to have the SHELTER perform such other animal services, including the collection, administration and/or accounting of certain monies associated with impoundment, boarding and licensing of CITY animals as set forth herein; and

WHEREAS, the SHELTER and the CITY have agreed to the execution of this Agreement for the purpose of the SHELTER providing such services; and

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

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE ONE
DEFINITIONS**

The Parties agree that the following definitions shall apply to this Agreement:

1.1 “Animals” shall mean domestic animals such as dogs, cats and domesticated rabbits, non-indigenous reptiles and shall exclude birds, fowls and livestock as defined herein.

1.2 “Annual Payment” shall mean the annual amount CITY pays SHELTER for SHELTER’s services calculated pursuant to the terms of this Agreement.

1.3 “Birds” and “Fowls” shall be defined as an animal belonging to the class of Aves including members of the parrot family and all game birds, including but not limited to dove, quail, duck, goose, pigeon, cardinal, blue jay, robin, sparrow, blackbird and crow.

1.4 “City Ordinance” shall refer to Chapter 4 of the City of La Vernia’s Code of Ordinances as such same may, from time to time be amended.

1.5 “City Licensing Program” shall mean the City program of licensing dogs and cats in accordance with City Ordinance.

1.6 “Contract Rate” shall mean the per animal charge for services rendered by SHELTER to CITY pursuant to this Agreement, and which rate shall be calculated by dividing the Annual Payment by the reasonably anticipated number of animals to be processed annually by SHELTER for CITY.

1.7 “Facility” shall mean that one facility used by SHELTER in providing shelter and other services for CITY pursuant to this Agreement currently anticipated to be located at **1059 County Road 301, Floresville, TX 78114**.

1.8 “Livestock” shall be as set forth in the Texas Agriculture Code Section 1.003(3) and shall include cattle, horses, mules, asses, sheep, goats and hogs and shall also include bison, swine and other equine, poultry, wild rabbits, exotic animals, or domestic game birds.

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

ARTICLE TWO IMPOUNDMENT

2.1 **Facility.** The SHELTER represents that its Facility may house and process animals for CITY in a manner for SHELTER to meet its obligations herein as well as meets applicable legal requirements for animal shelters, including all rules and regulations pursuant to Chapter 823 Texas Health and Safety Code and city ordinances.

2.2 **Impoundment.** The SHELTER agrees that it will accept all animals brought to its Facility by CITY. Such animals shall be impounded under the exclusive control and custody of the SHELTER for periods of time as required by Title 10, Texas Health and Safety Code and the CITY Ordinance except as hereinafter set forth. In the event of conflict between provisions, state law shall control. Prior to delivery to the SHELTER, the CITY shall scan for microchips or search for a CITY license

and use all reasonable diligence to notify the licensed owner, if any. The CITY shall take all injured animals that are licensed and tagged in accordance with the CITY licensing program to a veterinarian or animal clinic during SHELTER non-business hours for treatment in accordance with City Ordinance. The CITY shall not accept a surrender of ownership of an animal by its owner at the Facility, except through and at the SHELTER.

2.3 Redemption Period. After expiration of the Redemption Periods, every animal delivered to the Facility by the CITY shall become the sole and exclusive property of the SHELTER to process in accordance with this Agreement. The CITY agrees that the passage of three (3) working days beginning from the date of delivery to the SHELTER of every impounded stray animal is the “Redemption Period.” Every animal delivered to the SHELTER by the CITY becomes CITY property upon the expiration of the Redemption Period, with the CITY immediately transferring. At such point in time, the animal is immediately transferred to the possession of the SHELTER. Neither the CITY nor any agency nor agent of the CITY shall have any claim or right to any animal not claimed and redeemed during the Redemption Period.

2.4 Care. The SHELTER agrees and represents that it will provide reasonable and appropriate care for all animals delivered to the Facility by the CITY. This includes adequate shelter, food, water and all other humane treatment.

**ARTICLE THREE
ANIMAL DISPOSITION**

3.1 Disposition Policy. The SHELTER shall have the undisputed right, consistent with the CITY Ordinance, Title 10 of the Texas Health and Safety Code, and this Agreement, to dispose of every animal given into its custody in accordance with the following policy:

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

For purposes of Title 10 of the Texas Health and Safety Code, as amended, the SHELTER is the releasing agent. The SHELTER shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals. Pursuant to the terms of this Agreement, the SHELTER shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or destroyed but agrees to make a good faith attempt to place animals prior to destroying them. Notwithstanding the foregoing, the SHELTER shall have the right to humanely destroy any animal impounded that is found to be physically suffering, injured or have a communicable disease prior to the end of the Redemption Period.

3.2 Impoundment, Boarding and Adoption. The SHELTER agrees, in accordance with Paragraph 3.1 of this Agreement, that if the owner of an impounded animal shall claim the animal prior

to the Redemption Period the SHELTER shall collect from the owner the then current impoundment fee together with the cost of board at the then current rate per animal so impounded. Further, the SHELTER shall require the owner of every impounded animal to pay all applicable fees including licensing and vaccination fees of an impounded animal which has not been inoculated and licensed, as appropriate. The SHELTER shall set, in its sole discretion, all fees, if any, it charges to the public for an animal adoption.

ARTICLE FOUR-COLLECTION OF FEES

4.1 Enforcing Agency. CITY herein designates SHELTER and SHELTER herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this Agreement. Specifically SHELTER agrees that it will act on CITY's behalf by charging, collecting and/or accounting for those fees it receives pursuant to City Ordinance, including licensing fees, impoundment fees and boarding fees.

4.2 Disposition of Funds. Any Licensing Program fees collected or received by SHELTER shall be kept by SHELTER to offset the costs of administrating the Licensing Program. Said licensing fees collected or received by SHELTER shall be accounted for separately and SHELTER shall report such fees to the CITY on an annual basis. Any monies paid in owner-returned cases to the SHELTER for impoundment during the Redemption Period will be accounted for separately and will be used to offset the calculation of the Annual Payment and Contract Rate relating thereto. Any monies paid in owner-returned cases to the SHELTER for boarding fees during the Redemption Period will be accounted for separately but will not be used to offset the calculation of the Annual Payment and Contract Rate relating thereto.

ARTICLE FIVE COST OF SERVICES AND FEES

5.1 Cost. For the first CITY fiscal year this Agreement is in effect, the CITY agrees to pay and the SHELTER agrees to accept as compensation for the services it renders an Annual Payment of ~~\$5,000.00~~ _____ which is based upon a Contract Rate of \$100.00 per animal. The Annual Payment shall be adjusted annually as set forth below for each year this Agreement is in effect for services to be performed hereunder.

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

5.3 Annual adjustment. By May 31st of each year this Agreement is in effect, both parties agree to meet to determine the Annual Payment and the Contract Rate relating thereto for the upcoming CITY fiscal year. Such amount shall be calculated by taking into consideration the reasonably anticipated annual costs for the SHELTER to perform its services hereunder at the Facility credited or offset by the reasonably anticipated annual amount of licensing fees the SHELTER expects to receive on behalf of the CITY. In determining the reasonably anticipated annual costs for the

SHELTER to perform its services hereunder, the actual total costs of such services to the proportionate number of animals the SHELTER processes on behalf of the CITY shall be taken into consideration. The CITY agrees to adopt by resolution the new mutually agreed upon Annual Payment and the Contract Rate relating thereto for each year this Agreement is in effect.

In addition to the Annual Payment and the Contract Rate relating thereto, there may be such additional charges assessed by CITY for services performed by SHELTER hereunder and as may from time to time be mutually agreed upon in writing.

5.4 Livestock, Birds and Fowl. The CITY agrees that the responsibility for seizing, securing, housing and disposing of livestock belongs to the duly appointed agents of the CITY, including but not limited to the sheriff's department of Wilson County, Texas. In the event, for any reason, the CITY delivers livestock to the SHELTER which was seized in its jurisdiction by the duly appointed agents of the CITY, the SHELTER shall be paid for actual expenses it incurs to feed, house, transport and dispose of such livestock in addition to any other amounts under this Agreement.

In the event, for any reason, the CITY delivers birds or fowl to the SHELTER which was seized in its jurisdiction by the duly appointed agents of the CITY, the SHELTER shall be paid for actual expenses it incurs to feed, house, transport and dispose of such birds and fowl in addition to any other amounts under this Agreement. SHELTER agrees to abide by all applicable law in processing livestock, birds and fowl hereunder.

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

(a) The SHELTER agrees to provide to the CITY, a report setting forth the following information for each animal delivered by the CITY to the Facility:

- (i) date delivered to the SHELTER;
- (ii) source of delivery (name of animal control officer);
- (iii) type of animal (cat, dog or other);
- (iv) duration of stay at the SHELTER for each animal delivered by the CITY;
- (v) reason for impoundment if not a stray; and
- (vi) total number of animals delivered to the SHELTER.

(b) The SHELTER will also provide to the CITY a report of any livestock, birds and fowl delivered by the CITY to the Facility setting forth:

- (i) the date of delivery;
- (ii) the source of delivery (name of animal control officer);
- (iii) the reason for delivery;
- (iv) the type of livestock, bird or fowl; and
- (v) any expenses incurred to date.

5.6 Financial Records and Audit. SHELTER agrees to conduct an audit on an annual basis using an outside agency to perform same, and agrees to provide CITY a copy of such audit as soon as it is available, but not later than sixty (60) from the end of SHELTER'S fiscal year. If a third party audit is not feasible due to associated costs, the SHELTER may instead provide some other

form of assurance which is mutually acceptable to both the CITY and the SHELTER. The SHELTER's annual financial reports will be provided to the City Administrator of the CITY on an annual basis.

CITY reserves the right to conduct its own audit, upon a thirty (30) day notice, of the records of the SHELTER at any time it deems necessary for the limited purpose of verifying the Annual Payment and the Contract Rate relating thereto, the number of animals licensed, and the number and ratio of animals processed on behalf of the CITY compared to the total number of animals processed by the SHELTER, the length of stay of each such animal and the collection of fees for various services and items.

**ARTICLE SIX
RABIES OBSERVATION**

The SHELTER agrees to accept from the CITY animals for rabies observation. Such animals delivered for rabies observation shall be isolated for a period of not less than ten (10) days or, in the case of a wild, stray or owner surrendered animal, three (3) days if the SHELTER, in its sole discretion, decides to destroy the animal and send it to the Texas Department of State Health Services for rabies testing. The SHELTER shall be responsible for the processing, storage and delivery for testing of animal carcasses and diagnostic fees for suspected rabies animals. The SHELTER shall make immediately available to the CITY all information related to the diagnosis of an animal or suspicion of rabies.

**ARTICLE SEVEN
LEGAL HOLDS**

In the event an animal or livestock is being held by the SHELTER as a result of a cruelty seizure, criminal prosecution or other legal hold by the CITY, the CITY shall reimburse the SHELTER for any veterinarian invoices and medical bills incurred by the SHELTER until the Court awards the animal or livestock to the SHELTER, orders it destroyed or orders it returned to its owner. The CITY shall not be liable for these costs in the event the Court orders the animal or livestock owner to pay such costs and the same are paid within sixty (60) days of such order.

**ARTICLE EIGHT
CITY REPRESENTATIONS AND OBLIGATIONS**

The CITY represents to the SHELTER that the CITY Ordinance provides for the vaccination and licensing of animals under appropriate circumstances, impounding of animals running at large, and the regulation of the sale of animals, and that while this Agreement is in effect, such CITY Ordinance will be continued in force, provided, however, that such CITY Ordinance may be modified from time to time as the CITY deems appropriate.

**ARTICLE NINE
SHELTER REPRESENTATIONS AND OBLIGATIONS**

9.1 **Hours of Operation.** The SHELTER will keep its Facility open to the public for not less than three (3) hours per day on weekdays, and not less than three (3) hours on Saturday (except holidays), for the purpose of giving owners ample opportunity to redeem their impounded animals. The SHELTER shall have hours posted on the building with an emergency number in the event volunteers are not available.

9.2 **Nondiscrimination.** The SHELTER covenants and agrees that, in connection with the performance of the Agreement, it will not discriminate against any individual with respect to adoption of animals, compensation, terms or privileges of employment by reason of such individual's race, color, religion, gender, national origin or handicap, except as exempted by bona fide occupational qualification and bona fide criteria for adoption.

9.3 **Use of CITY funds.** SHELTER agrees that any monies it collects on behalf of CITY pursuant to the terms of this Agreement shall be handled in accordance with this ordinance, applicable law, including Sections 826.031 and 836.033 Texas Health and Safety Code.

**ARTICLE TEN
INSURANCE**

10.1 SHELTER shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability in the following amounts:

- (a) Workers Compensation insurance (if applicable) shall be at statutory limits, including employers liability coverage at minimum limits of \$500,000.00 each accident.
- (b) The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence.
- (c) Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than \$1,000,000.00 on all self-propelled vehicles used in connection with the SHELTER operation, whether owned, non-owned or hired.

All insurance policies shall be subject to the examination and approval of CITY, as to the adequacy of form, content, form of protection, and insurance company. The SHELTER shall furnish to CITY's Risk Manager, for the City of files, certificates or copies of the policies, plainly and clearly evidencing such insurance prior to commencing any activities set forth in this Agreement, and thereafter, new certificates or policies prior to the expiration date of any prior certificate or policy throughout the term of this Agreement.

**ARTICLE ELEVEN
INDEMNIFICATION**

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

**ARTICLE TWELVE
CONTRACT TERM**

This Agreement shall be for a term of one (1) year commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed annually, subject to City Council appropriation of funds, unless one party gives the other at least one hundred twenty (120) days advance written notice. Either party may cancel this Agreement at any time upon one hundred eighty (180) days written notice to the non-cancelling party. In the event of termination, the CITY shall pay those fees that accrue to the termination date and be refunded any credits that may accrue to the termination date..

**ARTICLE THIRTEEN
DEFAULT**

13.1 **SHELTER Default.** If SHELTER fails in any material term or condition of this Agreement, including failing to obtain or comply with applicable state law requirements for performing services hereunder, SHELTER shall be in default of this Agreement. CITY will give SHELTER ten (10) days to correct the default upon written notice as to the nature of the default. If SHELTER is unable to timely cure a default, then CITY shall be excused from performing any further obligations under this Agreement. If SHELTER is in default, SHELTER may only terminate this Agreement without further liability to CITY.

13.2 **CITY Default.** If CITY fails in any material term or condition of this Agreement and SHELTER is not in default, SHELTER, as its option, may terminate this Agreement, and SHELTER may thereafter pursue its remedies available at law. In no event shall CITY be liable to SHELTER for any consequential damages as a result of its breach. In the event the CITY fails to remit to the SHELTER the Contract Rate or any additional fees and expenses due hereunder, the CITY shall be in default. Any past due payment of fees and expenses shall bear interest in accordance with Texas Government Code, Chapter 2251. The SHELTER may, in its sole discretion, terminate this

agreement for non-payment of fees if the CITY has not cured its default after sixty (60) days written notice.

**ARTICLE FOURTEEN
NOTICE**

Any notice sent under this Agreement except as may be otherwise expressly required in this Agreement shall be written and mailed by certified receipt requested, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following:

To the SHELTER:

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

To CITY:

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

Each party may change its address by written notice to the other party in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or confirmed, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the other party, as the case may be.

**ARTICLE FIFTEEN
DISPUTE RESOLUTION**

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

**ARTICLE SIXTEEN
MISCELLANEOUS**

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

16.2 Governing Law and Venue. The law of the State of Texas shall govern the validity, interpretation and performance of this Agreement, and this Agreement shall be considered performed in Wilson County.

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

16.4 Prior Matters. All prior agreements, negotiations, representations, understandings, and partial agreements concerning this Agreement's subject matter are superseded by and merged with this Agreement.

16.5 Amendment. Except as may be expressly set forth elsewhere in this Agreement, no attempted amendment, modification, waiver, or release of this Agreement's obligations shall be binding unless a writing exists that (a) identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is duly approved by each party and executed by each party's authorized representative.

16.6 Severability of Provisions. If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed non-binding while all other parts of this Agreement shall remain binding.

16.7 Headings. The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

16.8 Counterparts Permitted. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes.

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

ACTION BY THE CITY OF LA VERNIA

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

Martin Poore, Mayor

Attest:

Madison Farrow, City Secretary

[Remainder of Page Intentionally Left Blank]

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Council

Subject: Discussion and Consideration of Appointment to the Parks and Recreation Commission

BACKGROUND

The Parks and Recreation Commission has recently been established, and there are currently two vacancies to be filled.

GOAL

To appoint a new member to the Parks and Recreation Commission.

COMMUNITY BENEFIT

The appointment will ensure that the community is well-represented and has input on Parks and Recreation matters.

SUMMARY OF RECOMMENDED ACTION

Review the application of the candidate and, if deemed appropriate, make an appointment to the Parks and Recreation Commission. The applicant resides in the ETJ and seeks to serve as a representative for the area.

* NOT IN CITY LIMITS
* IN ETJ



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMISSION

NAME: Francine Antista

DATE: 1/22/25

ADDRESS: [REDACTED]

(This application will expire 2 years after this date)

HOME PHONE: (7) [REDACTED]

CELL PHONE: ([REDACTED]) [REDACTED]

E-MAIL ADDRESS: [REDACTED]

PLACE OF EMPLOYMENT: ZenerousLife Wellness

POSITION AND TITLE: owner, Holistic Practitioner

Please select the Board or Commission you wish to serve on:

- Municipal Development District
- Planning and Zoning Commission
- Board of Adjustments
- Impact Fee Advisory Committee
- Central Business District Advisory Committee
- Parks and Recreation Committee

If applying for the Planning & Zoning Commission you must indicate if you own property within the City Limits:

Yes No N/A

Resident of the La Vernia City Limits? Yes No If yes, how long? _____

If no and applying for the La Vernia Parks & Recreation Commission applicant must be a resident of Wilson County. YES

Qualified Voter? Yes No
Voted in the last city election? Yes No

Voter Registration Number: unknown

Are you in arrears on any City of La Vernia taxes or other liabilities due the City of La Vernia? Yes No
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

List current and past service on any boards or commissions. (Please include dates of service): _____

none for the city, but I help The Greater La Vernia Chamber.

State why you wish to serve:

I enjoy being a part of La Vernia and as a business in La Vernia I feel its important to be a part in it.

What qualifications or talents would you bring to a City Board or Commission?

Responsible, Honest, Integrity, Trust worthy, Goal orientated, corporate management minded, team player, diplomatic, natural leader, reliable

What are your top three goals and objectives for the board or commission you are applying for?

Since this is a new board that was just created I know not much of an outline of objective has been generated so its a little difficult to answer this question. Whatever the goals & objectives are for this specific board it would be my priority to ensure goals are met for the city & for the people of the city.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD/COMMISSION APPOINTMENTS.

DISCLAIMER AND SIGNATURE: I hereby request consideration for appointment to a board or commission of the City of La Vernia, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed to any City of La Vernia Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of La Vernia Board or Commission, I must be responsible for a creditable record of attendance and performance. If this application leads to my appointment to a position on a City of La Vernia Board or Commission, I understand that false or misleading information in my application may result in my removal from the position

I also acknowledge that this information may be made available to the public and the application will be maintained in the City's active files for two years from the date of application. I understand that should I not be appointed to a City of La Vernia Board or Commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of La Vernia's' document retention schedule.

[Handwritten Signature]
Applicant Signature

1/22/25
Date



Date application received: 1-24-25

Date of first contact: _____

Still interested? Yes No

Date of second contact: _____

Still interested? Yes No

RETURN COMPLETED APPLICATION TO:
City Secretary's Office
City of La Vernia
102 E. Chihuahua St., Texas 78121
Phone: (830) 779-4541 • Fax: (830) 253-1198

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Council

Subject: Discuss and consider action on repair work and repainting City Hall

BACKGROUND

City Hall is showing significant signs of wear and tear on its exterior. Necessary repairs and a fresh coat of paint are needed to restore and maintain the building.

GOAL

To complete repairs and repaint the exterior of City Hall.

COMMUNITY BENEFIT

This project will help preserve City Hall, a historically important building for the community.

SUMMARY OF RECOMMENDED ACTION

We recommend selecting a contractor bid for the repairs and repainting, as well as determining paint colors that best represent the community.

City Hall of Lavernia

Total estimate for:

Power wash building total \$800.00

Restructure two corners of the building, patchwork on side of the building, fix concrete on bottom corner of building, add concrete on a 2 inch 15 foot crack on cement, caulk all around the building and trim. total \$7,500.

Painting the City Hall building with two colors, sanding and varnishing 2 doors. Labor and materials total \$5,800.

Replace 2x6 boards in back of the building, add gutters, replace 2 handles and two locks. Labor and materials

Total \$2,400

Grand total of: \$16,500

**Thank you
Adam ybarra**

City Hall Lavernia

Estimate 1:

Power wash of building:
Total: \$800

Thank you,
Adam Ybarra



Adam's Painting And
More for free estimates
call 830-477-9594

City Hall Lavernia

Estimate 3:

Restructure two corners of the building, patchwork on side of the building, fix concrete on bottom corner of building, add concrete on two inch 15 foot crack on cement, caulk all around the building and trim.

Total: \$7500

½ down \$3,750. When final services have been delivered, the remaining \$3,750 will be due.

Thank you,
Adam Ybarra



Adam's Painting And
More for free estimates
call 830-477-9594

City Hall Lavernia

Estimate 4:

Painting the City Hall building with two colors, sanding and varnishing 2 doors. Labor and materials total \$5,800. 50% down payment total \$2,900. Once final services have been delivered the remaining balance of \$2,900 is due.

Thank you,
Adam Ybarra



Adam's Painting And
More for free estimates
call 830-477-9594

City Hall Laveria

Estimate 5:

Replace 2x6 boards in back of the building, add gutters, replace 2 handles and two locks. Labor and materials total \$2,400

Thank you,
Adam Ybarra





ALPHA

INSULATION & WATERPROOFING, INC.

1649 Universal City Blvd, Ste. 101 • Universal City, Texas 78148 • Tel: (210) 599-3333

November 4, 2024

Via: Email lboyd@lavernia-tx.gov

Ms. Lindsey Boyd
City of La Vernia

Phone: (830) 779-4541

SUBJECT: Exterior Repairs and Coating
PROJECT: La Vernia City Hall Restoration
PROPOSAL # 58127-0

Dear Ms. Boyd:

We are pleased to submit our proposal for the following scope of work on the above referenced project based on site visit 10/18/24.

EXTERIOR STUCCO REPAIR AND COATING

Inclusions: Repair damaged stucco located in multiple locations around the building.
Repair damage joint revivals in stucco.
Repair damaged fascia board and drip edge in back of the building.
Power clean & coat exterior stucco with Sika Thorolastic 750 elastomeric coating.
A 10-year manufactures labor and material warranty will be issued.

Exclusions: Metal flashing associated with the roofing system.
Refinishing of the exterior doors.

Note: All materials are furnished and installed.
A 10-year manufactures labor and material warranty will be issued.

\$65,000.00

JOINT SEALANTS

- Inclusions: Cut-out and replace joint sealant on stucco -to-stucco panel joints with a hybrid polyurethane sealant.
Cut-out and replace joint sealant on stucco-to-window joints with a hybrid polyurethane sealant.
- Exclusions: Sealants associated with roofing, interior building joints, glass and glazing, aluminum door, sheet metal, expanding foam sealant, custom colors, and locations not quantified above.
Protection of vehicles adjacent to working areas (Dust and dirt).
- Note: All materials are furnished and installed.
A 10-year manufactures labor and material warranty will be issued.

\$19,000.00

Total **\$84,000.00**

Notes and Clarifications

All materials are furnished and installed.
 Sales tax is included.
 OSHA 30 Certified.
 Bond is not included. Contact Alpha Insulation & Waterproofing, Inc. for job-specific pricing if required.
 We acknowledge no wage scale.
 The terms & conditions of this proposal and the scopes of work it contains are based on AIA-201A until contract negotiations have been finalized.
 Proposal valid for 30 days unless otherwise noted.
 All bids and proposals submitted by Alpha Insulation & Waterproofing, Inc. have been prepared based on supply chain operations and escalation rates per market conditions at the time of this proposal. Any contingencies, escalations or guaranties provided at this time would be highly speculative and therefore are not included. Any escalations will be the responsibility of the Owner/General Contractor thru project completion.

I would like to thank you for considering Alpha Insulation & Waterproofing. I will contact you shortly by phone to address any technical or scope questions you may have concerning the systems proposed above.

Sincerely

Alpha Insulation & Waterproofing, Inc.

Brian Schwab

210-389-7823
bschwab@alphaiwp.com

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025
Department: Admin - MDD
Subject: Update on Sidewalks

BACKGROUND

The steel pedestrian bridges have finally arrived, and the contractor is scheduled to begin installation next week. Once the bridges are in place, the focus will shift to cleanup and finalization of the project. Additionally, work is underway this week to complete the driveways on San Antonio Rd.

GOAL

The project is expected to be completed within the next two months, potentially sooner.

COMMUNITY BENEFIT

We've received positive feedback about the sidewalks in recent community surveys. Some residents have suggested considering the widening of San Antonio Rd due to the new sidewalks, which could be something to explore as part of upcoming street maintenance planning.

SUMMARY OF RECOMMENDED ACTION

No action is required at this time.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 6, 2025

Department: Public Works

Subject: Annual Street Maintenance Project

BACKGROUND

As you are aware, in the past we have conducted significant street maintenance projects annually or bi-annually. Typically, we aim to tackle some of these projects in the summer. However, with the new approach we plan to take for street maintenance this year, we anticipate that starting in the summer will no longer pose an issue. Currently, the street maintenance fund has approximately \$218,000, and we project a balance of around \$376,000 by the end of the fiscal year.

GOAL

Tonight, we are presenting several streets for consideration. Staff has ranked these streets based on the level of concern, focusing on the most urgent needs while also taking into account citizen-reported issues. The proposed streets for this year's maintenance project are as follows:

- **County Rd 342:** Secondary Need
- **Newton:** Half of the road - Primary Need
- **Hackberry:** Secondary Need
- **Kimball:** Half of the road - Primary Need
- **Canfield:** Secondary Need
- **Nicholson:** Secondary Need
- **King:** Finish road to the gate - Primary Need
- **Kyle:** Primary Need
- **Silverado St:** Primary Need
- **Jessica:** Primary Need
- **Del Vest:** One-third of the road - Secondary Need

COMMUNITY BENEFIT

As previously discussed, staff does not intend to involve our engineering team in this year's street maintenance project. In the past, we have found that using engineering resources for these types of projects was inefficient both in terms of finances and time. This year, we plan to approach the project one street at a time, allowing us to manage the work in-house and ensure quality control. This method is different from previous years when we bid larger-scale projects involving multiple streets at once, typically timed for the summer to avoid school traffic.

With our new approach, this scheduling issue is no longer a concern, and we can complete street projects throughout the year. If the costs for any individual street project come in under \$50,000, we will not seek formal bids. Instead, we will assess available bids based on prior performance with us or other cities, cost, bonding ability, and other relevant factors.

SUMMARY OF RECOMMENDED ACTION

Tonight's presentation is for discussion purposes only, with no action requested. We ask that the

council review the list of proposed streets and consider them from your own perspective. Please come prepared to discuss and finalize the list of streets we will prioritize at our next meeting.