



City of La Vernia
CITY COUNCIL MEETING
102 E. Chihuahua St., La Vernia, Texas 78121
October 09, 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. Minutes from the 09/11/2025 City Council Meeting
 - B. 3rd quarter 2025 Investment Report (July, Aug, Sept)
- 5. Presentations**
 - A. Presentation introducing staff to City Council
- 6. Proclamations**
 - A. Proclamation for Domestic Violence Awareness Month
 - B. Recognizing and Honoring the La Vernia Veterans Memorial Board
- 7. Public Hearing**
 - A. Public hearing regarding AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING
 - A.1** Open Public Hearing
 - A.2** Requestor presentation
 - A.3** Staff presentation
 - A.4** Receive Public Comments
 - A.5** Close Public Hearing
 - A.6** Discuss and consider action on Ordinance No. 100925-01 AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING
- 8. Discussion/Action**

- A. Discuss and consider action on the FY 2026 Holiday schedule
- B. Discuss and consider action on surplus items from the Police Department
- C. Discuss and consider action on the Nueces River Authority Desalination Project
- D. Discuss and consider action on accepting the bid and possible award for the US Hwy 87 12" water line project
- E. Discuss and consider action on the Boondockers

9. Ordinances

- A. Discuss and consider action on Ordinance No. 100925-02 Amending La Vernia code of Ordinances chapter 16 regarding mobile food vendors
- B. Discuss and consider action on Ordinance No. 100925-03 Fee Schedule amendment regarding trash and recycling fees

10. Resolutions

- A. Discuss and consider action on Resolution No. R100925-01 authorizing the Mayor to execute a Consulting Agreement for services to support the Interim City Administrator during the transition period
- B. Discuss and consider action on Resolution No. R100925-02 regarding approving a City Administrator employment agreement
- C. Discuss and consider action on Resolution No. R100925-03 regarding Conditional Water Service Agreement
- D. Discuss and consider action on Resolution No. R100925-04 regarding Groundwater Lease

11. Items Specific to Future Line Items on the Agenda

12. Adjourn

DECORUM REQUIRED

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

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development), and any other provisions under Texas law that 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 **October 03, 2025 at 5:30 PM** and remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

Xavier Millan, Assistant City Administrator



CITY COUNCIL MEETING

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

September 11, 2025

6:30 PM

MINUTES

1. Call to Order

The meeting was called to order @ 6:30 PM

Mayor Poore, and Council members Recker, Evans, Rabel, Oates, Gilbert were present.

2. Invocation & Pledge of Allegiance

Pastor Bobby Nixon lead the prayer 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.)

Erik Doyle spoke on taxes and pay raises- he stated he was not for the 5% COLA, or the detective position. He also stated how we should write a grant for the drone, Sargent Johnson stated we are working on one.

Jerry Pruski spoke on behalf of Don Rackler- He gave Council images and a map that their engineering firm created. Mayor Poore states it is currently being looked and by the Public works director and our engineer, they had a meeting with them this week as well.

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. Approve the Wilson County Appraisal District 2026 Budget and Reappraisal Plan
- B. Financials for the month of July and August
- C. Minutes from the 08-14 -25 City Council Meeting
- D. Minutes from the 08-21-25 City Council Meeting
- E. Minutes from the 08-28-25 Joint City Council and MDD budget workshop and public hearing

Motion made by Oates, seconded by Rabel to approve as listed, all in favor.

5. Presentations

- A. LVPD officers- recognition for their response to Kerr County floods

Sargent Johnson presented awards to our officers for responding to the Kerr County floods.

Awards were given to John Goodwin, CJ Markgraf, Manuel Perez, Richard Nicolas, Shawn Goolsby, and Toby Garcia.

- B. American Tower proposal to amend the lease
Finance Administrator Jennifer Mair spoke on the American Tower proposal. She presented on the two options that American Tower proposed. Mayor Poore states they need to add a red light beacon to the top.
Council agrees to option one with the beacon added before agreeing to the lease.

6. Proclamations

- A. Proclamation declaring September Childhood Cancer Awareness Month
Mayor Poore read the Proclamation out loud for Childhood Cancer Awareness Month
- B. Proclamation for World Teachers Day
Mayor Poore read the Proclamation out loud for World Teachers Day
- C. Proclamation for National Night Out
Mayor Poore read the Proclamation out loud for National Night Out

7. Public Hearing

- A. The City of La Vernia City Council will hold a Public hearing regarding Ordinance No. 091125-01 adopting the 2025-2026 Fiscal Year Budget

A.1 Open Public Hearing

A.2 Staff Presentation

A.3 Receive Public Comments

A.4 Close Public Hearing

A.5 Discuss and consider action on Ordinance No. 091125-01 adopting the 2025-2026 Fiscal Year Budget

A.1 Open Public Hearing

The Public hearing was opened @7:03PM

A.2 Staff Presentation

City Administrator Lindsey Wheeler- gave staff presentation on the budget and tax rate together. She shared the balanced budget, the different between this year and last years items. She presented on our proposed tax rate, compared the tax rate overtime from 2009-2024, explained the M&O rate as well as the I&S rate.

A.3 Receive Public Comments

Several questions were asked by the public-

Why is a detective position proposed? Sargent Johnson explain the position is necessary for the PD.

Is the water and sewer rate that's being paid enough? It was explain that it is not enough, the infrastructure is old, and the utility fund can not support it.

What is the long term plan for the I&S tax rate? This rate is perfect for the two bonds for the next years.

Why was the rate originally proposed at 0.44? That is the highest amount we could adopt without going to election, we have had a Council meeting and workshop to discuss the rate and have changed the proposed rate to 0.27.

Do you pay city taxes if you are not in the city limits? No if you do not live in the city limits you do not pay city taxes.

Does the city have a rainy day fund? Yes the city has a contingency fund.

The new wells being put in, is it because its running out or because of the development? Its because of both.

A.4 Close Public Hearing

The Public hearing was closed @8:20PM

A.5 Discuss and consider action on Ordinance No. 091125-01 adopting the 2025-2026 Fiscal Year Budget

Motion made by Recker, seconded by Oates to approve Ordinance No. 091125-01 adopting the 2025-2026 Fiscal Year Budget, all in favor.

City Secretary Madison Farrow took a roll call vote

Mayor Poore- For

Justin Oates- For

Gary Gilbert- For

Katherine Evans- For

Dianell Recker- For

Garrett Rabel - For

- B. The City of La Vernia City Council will hold a Public hearing regarding Resolution No 091125-01 a resolution to ratify an increase in property tax revenues from last year's operating budget as reflected in the FY 25-26 budget

B.1 Open Public Hearing

B.3 Receive Public Comments

B.4 Close Public Hearing

B.5 Discuss and consider action on Resolution No 091125-01 a resolution to ratify an increase in property tax revenues from last year's operating budget as reflected in the FY 25-26 budget

B.1 Open Public Hearing

The Public hearing was opened @8:22PM.

B.3 Receive Public Comments

There were no public comments.

B.4 Close Public Hearing

The public hearing was closed @8:23PM.

B.5 Discuss and consider action on Resolution No 091125-01 a resolution to ratify an increase in property tax revenues from last year's operating budget as reflected in the FY 25-26 budget

Motion made by Oates, seconded by Recker to approve Resolution No. 091125-01 a resolution to ratify an increase in property tax revenues from last year's operating budget as reflected in the FY 25-26 budget, all in favor.

- C. The City of La Vernia City Council will hold a Public hearing regarding Ordinance No. 091125-02 adopting the 2025 Ad Valorem Tax Rate, consisting of Operation and Maintenance and Interest and sinking (Debt Service) Tax Rate.

C.1 Open Public Hearing

C.2 Staff Presentation

C.3 Receive Public Comments

C.4 Close Public Hearing

C.5 Discuss and consider action on Ordinance No. 091125-02 adopting the 2025 Ad Valorem Tax Rate, consisting of Operation and Maintenance and Interest and sinking (Debt Service) Tax Rate.

C.1 Open Public Hearing

The Public hearing was opened @8:23PM.

C.2 Staff Presentation

City Administrator Lindsey Wheeler gave the staff presentation in above A.3

C.3 Receive Public Comments

There were no public comments.

C.4 Close Public Hearing

The Public Hearing was closed @8:24PM

C.5 Discuss and consider action on Ordinance No. 091125-02 adopting the 2025 Ad Valorem Tax Rate, consisting of Operation and Maintenance and Interest and sinking (Debt Service) Tax Rate.

Motion made by Recker, seconded by Gilbert to approve Ordinance No. 091125-02 adopting the 2025 Ad Valorem Tax Rate, consisting of Operation and Maintenance and Interest and sinking (Debt Service) Tax Rate.

City Secretary Madison Farrow took a roll call vote

Mayor Poore- (M&O) For (I&S) For (Total Tax Rate) For
 Justin Oates- (M&O) For (I&S) For (Total Tax Rate) For
 Gary Gilbert- (M&O) For (I&S) For (Total Tax Rate) For
 Katherine Evans- (M&O) For (I&S) For (Total Tax Rate) For
 Dianell Recker- (M&O) For (I&S) For (Total Tax Rate) For
 Garrett Rabel - (M&O) For (I&S) For (Total Tax Rate) For

8. Discussion Only

- A. Compliance with the provisions of the Fund Balance and Budget Policies shall be reviewed as a part of the annual operating budget adoption and subsequent review will be included in the annual audit and financial statement preparation procedures City Administrator Lindsey Wheeler suggested no changes.
- B. Monthly meter replacement report (Dept of Public Works)
Public works director Josh De La Zerda presented on the monthly meter replacement report. He compared how much it would be for contractors to finish installing the meters to the city finishing installing the meters. He suggest having the City finish the installs, Council agrees.
- C. Update on street maintenance project (Dept of Public Works)
Public works director Josh De La Zerda presented on the street maintenance project.
He went over the status of the projects, the completion of the job on Kingsdale as well as the clean up of the jobsite. He let Council know the corner of Silverado and Jessica needs to be repaved. He also mentioned that the corner of hwy 87 and San Antonio will need to be repaved again as it has been damaged.
- D. Update on the TXDOT Hwy 87 project
Public works director Josh De La Zerda presented on the TXDOT Hwy 87 project. He let Council know about the widening of the road that TXDOT is doing, we are having to relocate our waterlines.

9. Resolutions

- A. Discuss and consider action on Resolution No. 091125-02 regarding the personnel pay scale
There are no proposed changes.
Motion made by Oates, seconded by Evans to approve Resolution No. 091125-02 regarding the personnel pay scale, all in favor.
- B. Discuss and consider action on Resolution No.091125-03 regarding the fee schedule for FY 25-26
Only updates made were to the water.
Motion made by Recker, seconded by Evans to approve Resolution No. 091125-03 regarding the fee schedule for FY 25-26, all in favor.
- C. Discuss and consider action on Resolution No. 091125-04 regarding Texas Film Commission Resolution
Felicia Carvajal presented on inviting filming companies to film in La Vernia.
Motion made by Recker, seconded by Evans to approve Resolution No. 091125-04 regarding Texas Film Commission, all in favor.
- D. Discuss and consider action on Resolution No. 091125-05 regarding the Veterans Memorial Maintenance

Walter Scull presented on behalf of the La Vernia Veterans Memorial Board under the La Vernia Historical Association.

Motion made by Rabel, seconded by Recker to approve Resolution No. 091125-05 regarding the Veterans Memorial Maintenance, all in favor.

- E. Discuss and consider action on Resolution No. 091125-06 regarding designating methods for receiving public information requests

Motion made by Recker, seconded by Rabel to approve Resolution No. 91125-06 regarding designating methods for receiving public information requests, all in favor.

- F. Discuss and consider action on Resolution No. R091125-07 regarding appointing an interim City Administrator

Motion made by Gilbert, seconded by Evans to approve Resolution No. R091125-07 regarding appointing an interim City Administrator, all in favor.

10. Items Specific to Future Line Items on the Agenda

- Nueces River Authority Desalination Project

11. Adjourn

Motion made by Oates to adjourn at 9:13PM, 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.

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City Council went into Executive Session at 8:52PM and came out at 9:05PM as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.074 (Personnel Matters).

No public action was taken.

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 **September 05, 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

City of La Vernia
3rd Quarter Investment Report
For the Period: July – August – September 2025
Prepared by: Jennifer Mair
Date: October 3, 2025

TexPool Investment Summary

July 1 – July 31, 2025

Pool Name	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance	Average Balance
Texas Local Government Investment Pool	\$2,247,673.06	\$0.00	\$0.00	\$8,231.57	\$2,255,904.63	\$2,247,938.59

Transaction Detail – July

Transaction Date	Description	Amount	Share Price	Shares Transacted	Total Shares
07/01/2025	Beginning Balance	\$2,247,673.06	\$1.00	–	2,247,673.060
07/31/2025	Monthly Posting	\$8,231.57	\$1.00	8,231.570	2,255,904.630

August 1 – August 31, 2025

Pool Name	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance	Average Balance
Texas Local Government Investment Pool	\$2,255,904.63	\$0.00	\$0.00	\$8,248.69	\$2,264,153.32	\$2,256,702.89

Transaction Detail – August

Transaction Date	Description	Amount	Share Price	Shares Transacted	Total Shares
08/01/2025	Beginning Balance	\$2,255,904.63	\$1.00	–	2,255,904.630
08/29/2025	Monthly Posting	\$8,248.69	\$1.00	8,248, 690	2,264, 153.320

September 1 – September 30, 2025

Pool Name	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance	Average Balance
Texas Local Government Investment Pool	\$2,264,153.32	\$0.00	\$0.00	\$7,912.72	\$2,272,066.04	\$2,264,417.08

Transaction Detail – September

Transaction Date	Description	Amount	Share Price	Shares Transacted	Total Shares
09/01/2025	Beginning Balance	\$2,264,153.32	\$1.00	–	2,264,153.320
09/30/2025	Monthly Posting	\$7,912.72	\$1.00	7,912.720	2,272,066.040

Quarter Summary Statement

The City’s investment in the Texas Local Government Investment Pool (TexPool) has performed steadily throughout the third quarter of 2025, with no withdrawals and consistent monthly interest earnings. The **average balance for the quarter was approximately \$2,256,352.85**, and total interest earned during the quarter was **\$24,392.98**.

Compliance Statement

I hereby certify that this investment report has been prepared in compliance with the City of La Vernia’s Investment Policy and the Texas Public Funds Investment Act.

Signed:

Martin Poore

Mayor

Date:October 9, 2025

Proclamation

Domestic Violence Awareness Month 2025

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

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

WHEREAS, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community Thriving Hearts Crisis Center (Formerly Guadalupe Valley Family Violence Shelter) answered **1182 crisis calls and provided 6897 services to survivors from September 2024 to August 2025** and

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

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

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

Presented this 9th Day of October 2025

Martin Poore, Mayor

Attest:

Madison Farrow, City Secretary



A Proclamation by the Mayor

WHEREAS, the City of La Vernia is proud to honor and recognize the service, sacrifice, and dedication of all veterans who have served our nation with courage and distinction; and

WHEREAS, the La Vernia Veterans Memorial Board, under the guidance and support of the La Vernia Historical Association, has demonstrated exceptional commitment to preserving the legacy of our local veterans through the continued development and enhancement of the Veterans Memorial located in La Vernia City Park; and

WHEREAS, the recent installation of the Obelisk at the Veterans Memorial stands as a powerful and lasting symbol of honor, remembrance, and community pride, providing a meaningful place of reflection for residents and visitors alike; and

WHEREAS, this significant addition would not have been possible without the hard work, vision, and perseverance of the dedicated individuals on the La Vernia Veterans Memorial Board, whose efforts ensure that the stories and sacrifices of our veterans will never be forgotten;

NOW, THEREFORE, I, MARTIN POORE, MAYOR, AND THE CITY COUNCIL OF LA VERNIA, do hereby extend our deepest appreciation and heartfelt thanks to the La Vernia Veterans Memorial Board under the La Vernia Historical Association for their outstanding work in the installation of the Obelisk at the Veterans Memorial.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of La Vernia, Texas, to be affixed at City Hall in La Vernia this 09th day of October, 2025.

Mayor

City Secretary

ORDINANCE NO. 100925-01

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING, ARTICLE I Sec. 38-104 – DEFINITIONS; ARTICLE IV. Sec. 38-405 – HOME OCCUPATION REGULATIONS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 211 of the Vernon's Local Government Code empowers a city to enact zoning regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the City has previously deemed it necessary and desirable to adopt zoning regulations to provide for the orderly development of property within the City in order to promote the public health, safety, morals, and general welfare of the residents of the City, and

WHEREAS, the City of La Vernia Code of Ordinances Chapter 38 which constitutes the City's Zoning Ordinance requires a property to be zoned in accordance with proper designations as defined by this ordinance; and

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

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

WHEREAS, the City Council of the City of La Vernia believes the amendments will comply with the standards and purpose of Subchapter Z Chapter 229, Texas Local Government Code, section 229.902.

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

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

**Section 1.
Zoning Regulations Amended.**

CHAPTER 38 ZONING, ARTICLE I Sec. 38-104 – DEFINITIONS; ARTICLE IV. Sec. 38-405 – HOME OCCUPATION REGULATIONS of the City of La Vernia's Code of Ordinances is hereby amended as reflected in the document attached hereto as **Exhibit "A"**.

**Section 2.
Severability**

If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof, to any person or circumstance, is held invalid such holding shall not affect the

validity of the remaining portions of the same and the City Council hereby declares it would have passed such remaining portions despite such invalidity.

Section 3
Cumulative

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

Section 4.
Effective Date

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

PASSED, APPROVED, AND ADOPTED THIS 9TH DAY OF OCTOBER 2025

Martin Poore, Mayor
City of La Vernia

ATTEST:

Madison Farrow, City Secretary
City of La Vernia

Legal:

Attachment A

Sec. 38-104 – DEFINITIONS

No impact home based business shall have the meaning assigned by the Texas Local Government code § 229.902 (3).

Sec. 38-405. Home occupation regulations.

(a) *Purpose and intent.* It is the purpose of this section to:

- (1) Protect residential areas from the adverse impact of activities associated with home occupations.

- (2) Permit residents of the community a broad choice in the use of their homes as a place of livelihood and the production or supplementing of personal and family income.
 - (3) Establish criteria and development standards for home occupations conducted in dwelling units.
- (b) *Required conditions.*
- (1) The area set aside for home occupations shall not exceed 20 percent of the total floor area of such residence.
 - (2) No interior or exterior business sign shall be permitted.
 - (3) No mechanical equipment is used except of a type that is similar in character to that normally used for purely domestic or household mechanical equipment as for hobby purposes in conjunction with the home occupation.
 - (4) ~~Retail sales shall be prohibited on the premises except for the retail sales of products and goods produced and fabricated on the premises as a result of the home occupation.~~ Retail sales are permitted only if consistent with a no-impact home-based and do not create substantial increase in traffic or on-street parking.
 - (5) ~~Only members of the immediate family permanently residing on the premises shall be employed in the home occupation.~~ Employees or contractors may be engaged at the residence so long as the number of persons on site does not exceed the residential occupancy limit and does not create a substantial increase in traffic.
 - (6) In no case shall a home occupation be open to the public at times earlier than 8:00 a.m. and no later than 10:00 p.m.
 - (7) No more than one home occupation shall be permitted within any single dwelling unit.
 - (8) A home occupation shall be carried on wholly within the principal building. No home occupation or any storage of goods, materials, or products connected with a home occupation shall be allowed in accessory buildings or garages, attached or detached, excluding paints and chemicals that may be used in the home occupation.
 - (9) There shall be no exterior indication of the home occupation or variation from the residential character of the principal building.
 - (10) There shall be no exterior storage of materials to be used in conjunction with a home occupation.
 - (11) A home occupation shall produce no offensive or obnoxious noise, vibration, smoke, electrical interferences, dust, odors, heat or other obnoxious conditions detectable beyond the property limits or beyond the walls of the dwelling unit. The judgment of the city's code enforcement officer pertaining to a violation under this section shall be considered decisive and final unless formally appealed to the board of adjustment within 30 days of the code enforcement officer's written determination.
 - (12) ~~A home occupation shall not create any increased traffic generation.~~ A home occupation shall not create a substantial increase in traffic or require on street parking.
 - (13) All home occupations may be subject to periodic inspections.
 - (14) ~~A home occupation shall not have any signage other than a nameplate not more than one square foot in area nor any display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling, shall not have any commodity sold on the premises, shall~~

~~not employ any person other than a member of the immediate family residing on the premises nor shall there be any mechanical equipment used except of a type that is similar in character to that normally used for purely domestic or household purposes.~~

(c) *Permits.*

- (1) *Purpose.* To establish a method to allow the city to regulate and control nonresidential activities and maintain a record of the types and numbers of home occupations in the city.
- (2) ~~*Required.* Each resident within the city that has, or desires to establish an authorized home occupation, is required to have a home occupation permit.~~ Permits are not required for no impact home based businesses as defined by Texas Local Government code § 229.902 (3). Permits remain required for other home occupations not qualifying as no impact home based businesses.

(3) *Application.* The following provisions shall apply for a home occupation permit:

- a. Applicant shall apply to the administrative official for a home occupation permit.
- b. The administrative official or his designee may issue the permit if the home occupation meets all the requirements established in subsection (b) of this section.
- c. The decision of the administrative official or his designee may be appealed to the board of adjustment in accordance with article I of this chapter.
- d. The board of adjustment will be the final judgment on appeals which must be submitted to the board within 30 days of disapproval.
- e. Supporting documents:
 1. Signed statement. One type of supporting evidence that may be submitted to the board of adjustment for their consideration of an appeal is a signed statement by each property owner within 200 feet of the property on which the home occupation is to occur, stating that the property owner has no objection to the existence of the proposed home occupation. An example of such a statement is as follows:

"I (name) the property owner at (address) have been advised by (name of home occupation applicant) of the request to the city for a home occupation permit for the purpose of conducting (type of home occupation) and I have no objection to the home occupation permit being granted for the purpose reflected in this statement.

Signature of neighboring property owner and date"
 2. Statement from property owner. An applicant who is renting the property on which a home occupation permit is requested shall obtain a written statement from the owner of the property. The owner will state that he has no objection to the home occupation on the property.
 3. Persons with demonstrated physical handicaps. Persons with physical handicaps may be permitted special consideration. The applicant may request a waiver of a portion or all of one or more of the requirements for a home occupation.
 4. Granting of exception. It shall be the responsibility of the applicant to submit sufficient evidence to justify the granting of an exception to any of the requirements in subsection (b) of this section.
 5. Conditions applicable to home occupation permits.
 - (i) Validation. A home occupation remains valid for a period of two years.
 - (ii) Renewal. Permits shall be renewed every two years.

- (iii) Termination. When a home occupation is found in noncompliance with the requirements outlined in subsection (b) of this section, the permit will be terminated immediately.
- (iv) Renewal of terminated permits. The procedure for renewal of a terminated permit shall be the same as required for the issuance of a new permit under this chapter.

Fiscal year 2025-2026 Holidays

Monday, October 13th - Columbus Day

Tuesday, November 11th - Veterans Day

Thursday, November 27th - Thanksgiving

Friday, November 28th - Black Friday

Tuesday, December 23rd - Christmas Bonus Day

Wednesday, December 24th - Christmas Eve

Thursday, December 25th - Christmas

Wednesday, December 31st (½ day) - New Years Eve

Thursday, January 1st - New Year's Day

Monday, January 19th - Martin Luther King, Jr. Day

Monday, February 16th - Presidents Day

Friday, April 3rd - Good Friday

Monday, May 25th - Memorial Day

Monday, July 6th - 4th of July (due to Celebration in the Park)

Monday, September 7th - Labor Day

*Week of Christmas- closing City Hall, giving employees the option to work or use PTO

POLICE DEPARTMENT SURPLUS ITEMS

SERIES 60 DETROIT DIESEL GENERATOR WITH A 660 GALLON FUEL TANK RUNNING CONDITION

SERIAL# 25022

TANK# 349019

VALUE NEW IS APPROXIMATELY \$60,000

SURPLUS VALUE IS ESTIMATED AT APPROXIMATELY \$25,000



HEAVY DUTY 20 FOOT TANDEM AXLE EQUIPMENT TRAILER W/PINTLE HITCH

VALUE NEW IS APPROXIMATELY \$18,000

SURPLUS VALUE IS ESTIMATED AT APPROXIMATELY \$8,000



Ranger DST Tire Balancing Machine Working Condition

Serial# LO-1019

Value new is approximately \$1,899

Surplus value is estimated at approximately \$600



SET OF 2 ADVANCE TABCO STAINLESS STEEL RESTAURANT SINKS W/FAUCETS (1 TRIPLE & 1 SINGLE) SOLD AS A SET

VALUE NEW IS APPROXIMATELY \$1,284

SURPLUS VALUE IS ESTIMATED AT APPROXIMATELY \$400



SET OF 2 ADVANCE TABCO STAINLESS STEEL RESTAURANT SINKS W/FAUCETS (1 TRIPLE & 1 SINGLE) SOLD AS A SET

MODEL TC220S

SERIAL# 110902202711

VALUE NEW IS APPROXIMATELY \$1,400

SURPLUS VALUE IS ESTIMATED AT APPROXIMATELY \$300



Tan CHAIRS FROM CHAMBER

QUANTITY# 40

SURPLUS VALUE IS ESTIMATED AT APPROXIMATELY \$60



NUECES RIVER AUTHORITY

Harbor Island Seawater Desalinization Project

1

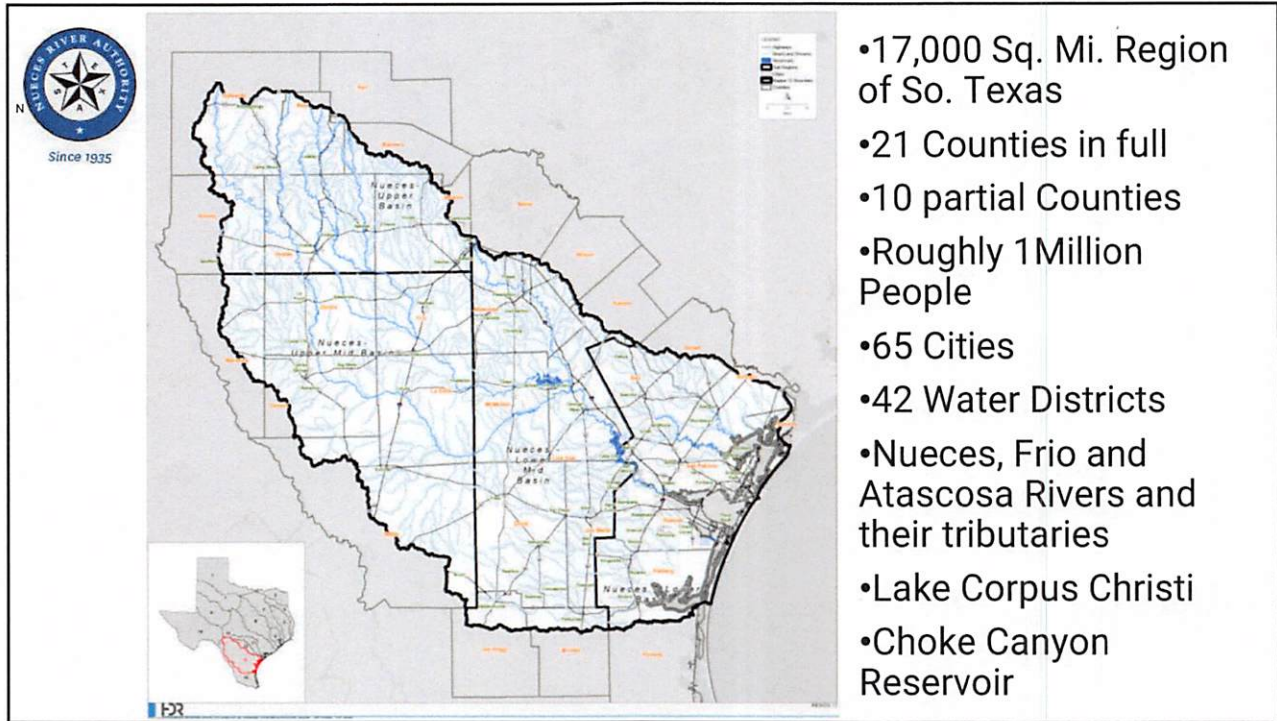


Nueces River Authority Enabled by the Texas Legislature in 1935

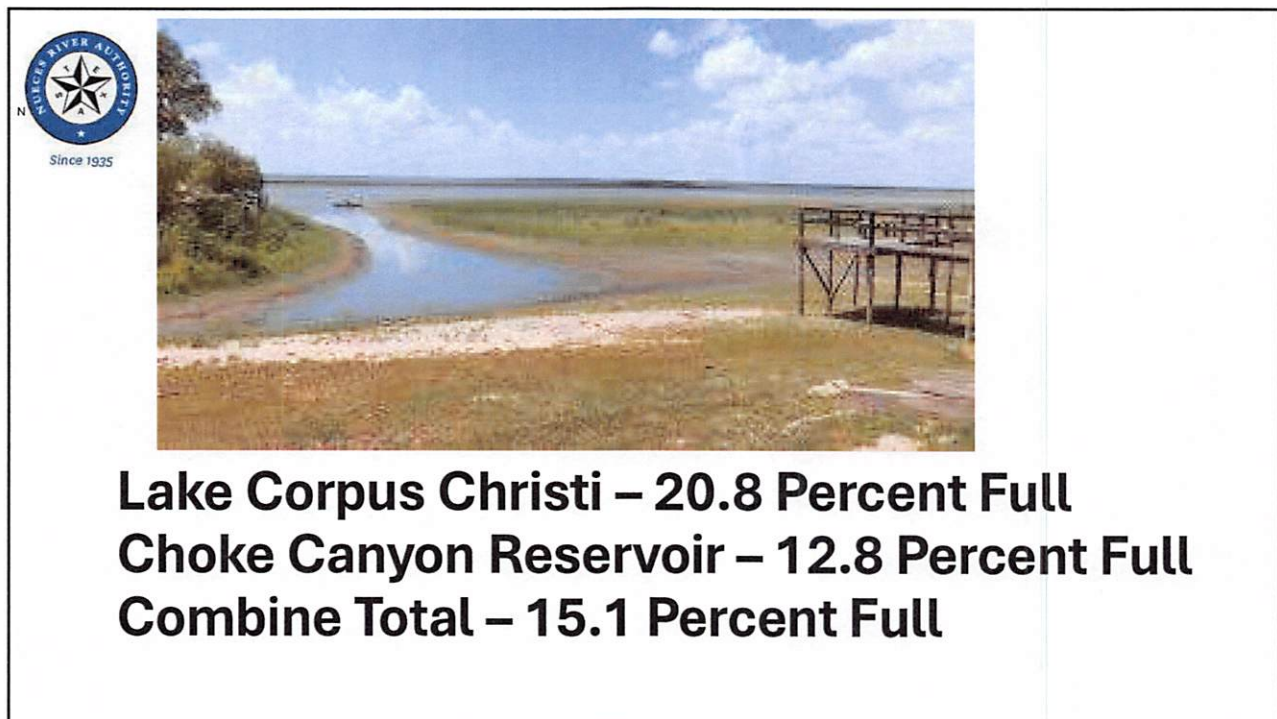
Broad authority to:

- preserve, protect, and develop water resources;
- provide for flood control, irrigation, and navigation;
- develop parks and recreational facilities;
- finance water supply, treatment, & pollution control projects;
- receive state and federal grants and loans

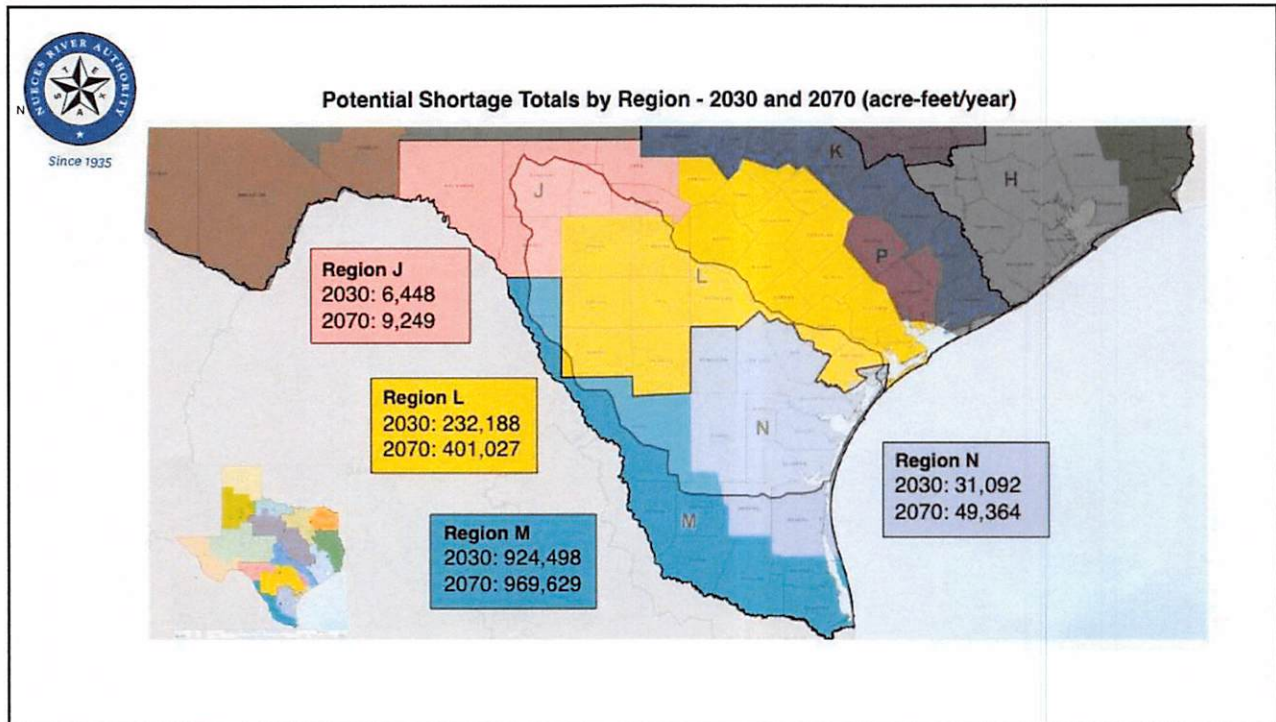
2



3



4



5

 Since 1935

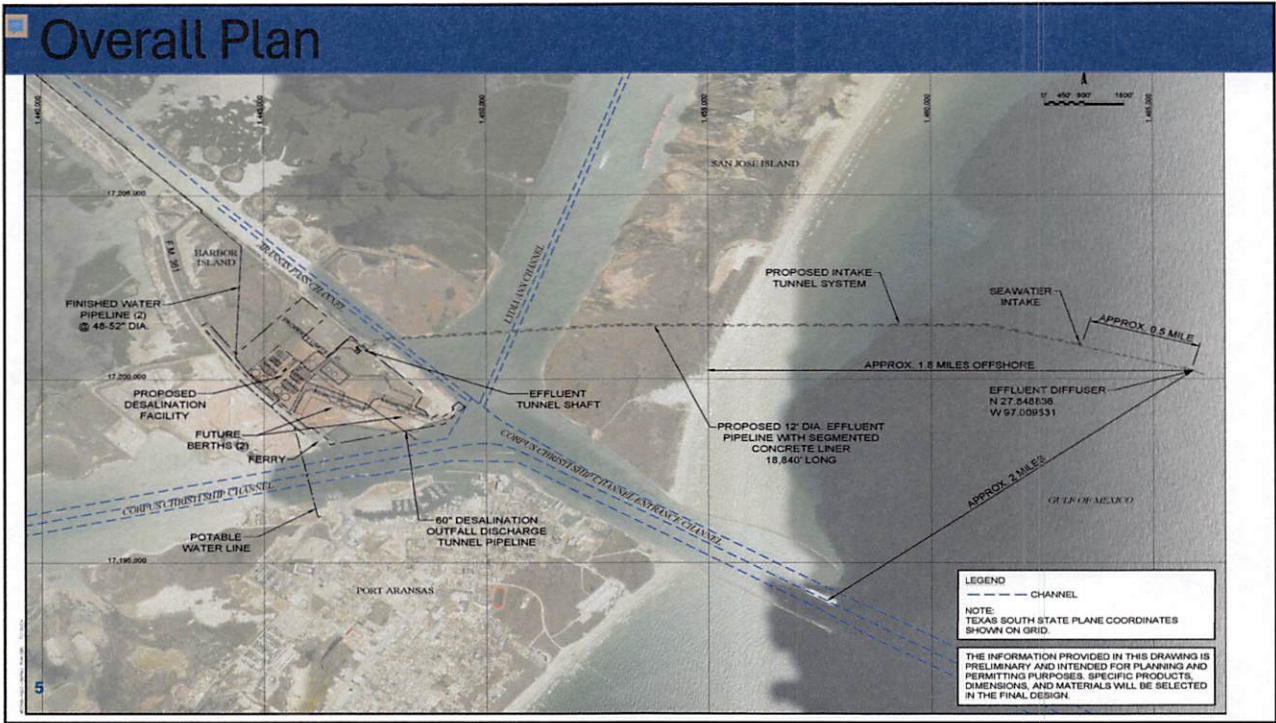
Large Scale Marine Desal

100 MGD Plant

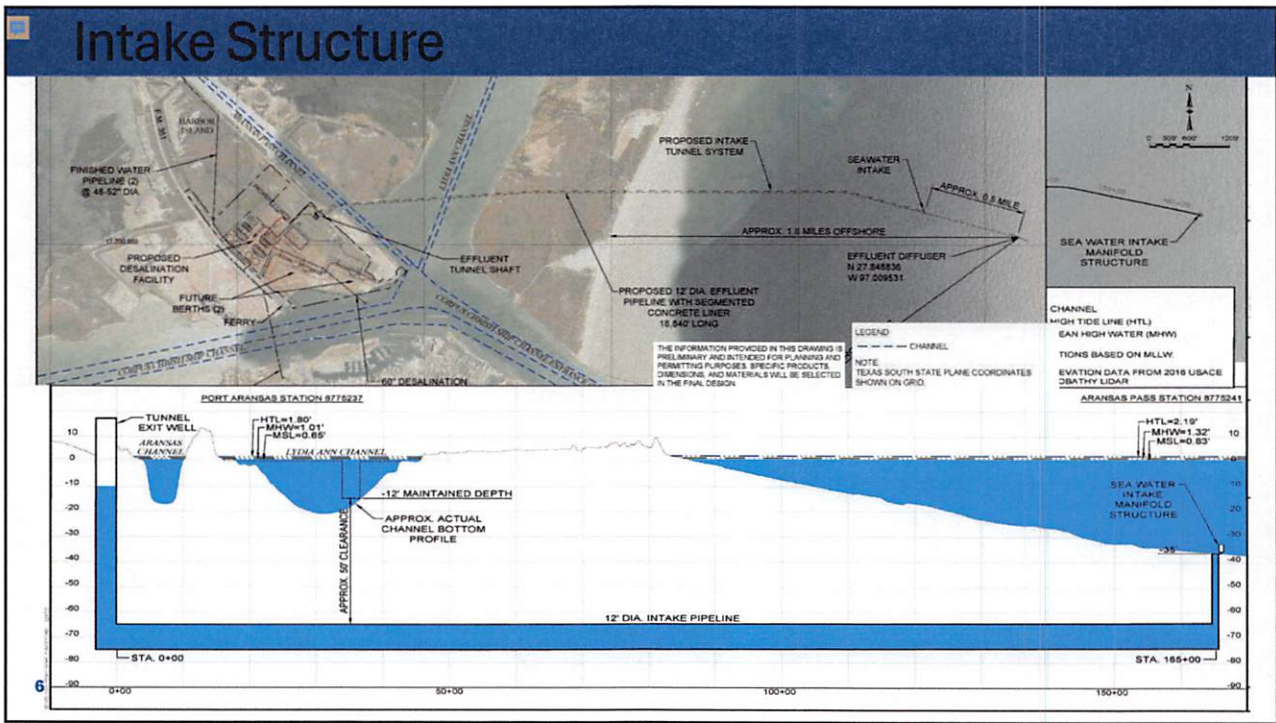
Pipeline up the I37 Corridor

**Service the Cities and Water Districts
along through the basin and beyond**

6



7

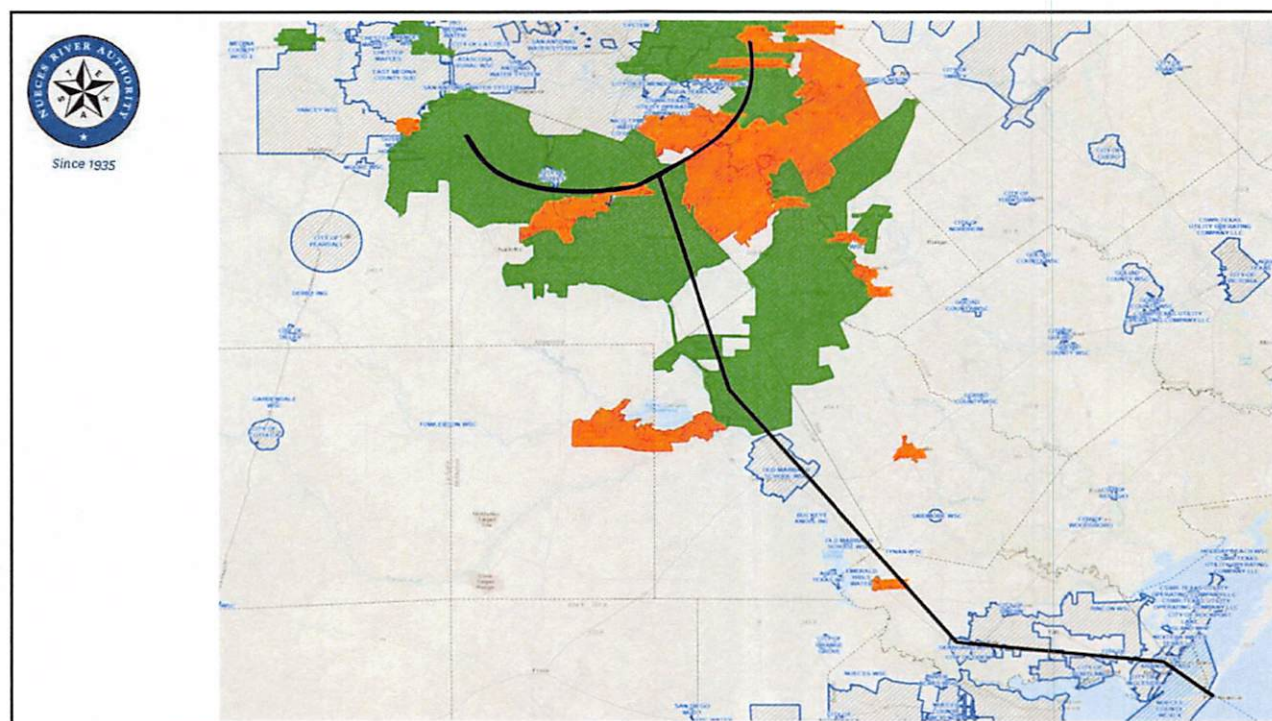


8

Summary of Potential Impacts (Avoided or Minimized)

Potential Impact	Avoided or Minimized	Description of Measures
Wetlands, SAV, oysters	Avoided	○ Situate facilities to avoid impacts ○ Utilize HDD/micro-tunneling/tunneling
Larval Fish	Minimized	○ Locate intake / discharge in Gulf of Mexico in 35' + of water ○ Locate intake ~20' below surface ○ Reduce flow velocity (≤ 0.5 ft/s)
Marine Life / T&E Species	Avoided	○ Locate intake / discharge in Gulf of Mexico in 35' + ○ Locate intake ~20' below surface ○ Reduce flow velocity (≤ 0.5 ft/s) ○ Intake includes bar screens
Benthic Organisms	Avoided	○ Locate intake and discharge at least 5' above sea floor
Salinity	Minimized	○ Use of diffuser technology to mix salinity to diffuse brine to less than 2 ppt over ambient 100 meters from discharge point ○ Discharge in Gulf of Mexico
Cultural Resources	Avoided	○ Designed to avoid identified cultural resources

9



10



NEXT

Where is the Water Going? YOU

Cost depends on the cost of pipeline to customer plus production fees

Reservation Contract for Municipal Water Providers

- \$24.44 per Acre Foot = \$27,376.32 per Million MGD per Day
- Reserves your capacity at the Plant
- Over next 12 to 18 months,
 - Pipeline Plan
 - Preliminary Pricing
- Only 100 MGD capacity open to reservation now

**City of La Vernia
Water Line Project
US Hwy 87 12" Water Line
SWE Project No. 0200-058-25**

Bid Tabulation

Thursday, October 2, 2025

10:00 A.M.

Anticipated Start
Date/Completion

Bidder	Total Base Bid	Total Additive Items	Time
Herschap Backhoe & Ditching, Inc.	\$444,320.00	\$476,520.00	Nov. 23
Pruski Hauling, Inc.	\$170,950.00	\$188,293.00	10-23/45 days
CIVCON	\$348,791.00	\$409,234.00	11-1/120 days
J&R Contracting Services Inc.	\$247,284.50	\$310,435.00	Nov 1/ 120 days
All-Pro Paving	\$205,281.25	\$195,173.31	Nov
D&D Sitework & Utilities	\$257,931.26	\$287,635.21	Oct. 6/ 30 days

I, Jerry G. Shepherd, Registered Professional Engineer, do hereby declare that the above Bid Tabulations were taken directly from the Bid Opening on October 2, 2025 at 10:00 AM.



A handwritten signature in blue ink, appearing to read "J.G. Shepherd", with the date "03 October 2025" written below it.

JERRY G. SHEPHERD, P.E., #65047
Registered Professional Engineer of Texas
Southwest Engineers
Texas Registered Engineering Firm F-1909

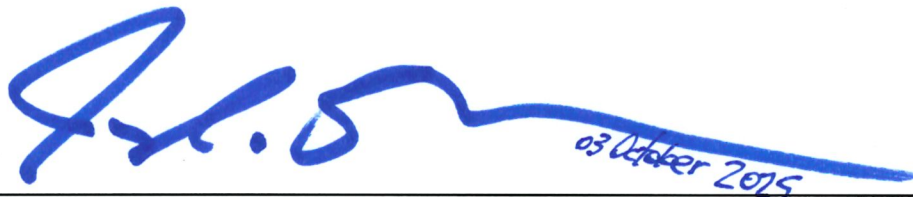
The seal appearing on this document was authorized by Jerry G. Shepherd, P.E. (Texas Serial #65047) on the date indicated. Alteration of this sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

CITY OF LA VERNIA
US Hwy 87 12" Water Line, SWE Project No. 0200-058-25

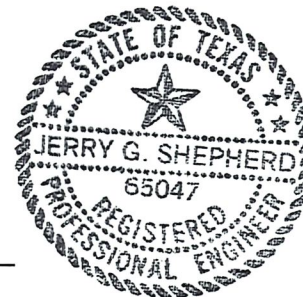
Section 8, Item D.

BID TABULATION										Section 8, Item D.
BASE BID				Herschap Backhoe & Ditching, Inc.		Pruski Hauling, Inc.		CIVCON		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1.	520	L.F	Furnish & Install 12" PVC C900, DR 18 Water Line	\$ 200.00	\$ 104,000.00	\$ 50.00	\$ 26,000.00	\$ 108.00	\$ 56,160.00	
2.	235	L.F	Furnish & Install 8" PVC C900, DR 18 Water Line	\$ 180.00	\$ 42,300.00	\$ 46.00	\$ 10,810.00	\$ 93.00	\$ 21,855.00	
3.	205	L.F	Furnish & Install 16" Bored Steel Casing	\$ 550.00	\$ 112,750.00	\$ 170.00	\$ 34,850.00	\$ 522.00	\$ 107,010.00	
4.	40	L.F	Furnish & Install 24" Bored PVC Casing	\$ 625.00	\$ 25,000.00	\$ 200.00	\$ 8,000.00	\$ 1,000.00	\$ 40,000.00	
5.	150	L.F	Furnish & Install Silt Fence	\$ 3.00	\$ 450.00	\$ 20.00	\$ 3,000.00	\$ 3.60	\$ 540.00	
6.	8	EA.	Furnish & Install 12" Gate Valve	\$ 5,500.00	\$ 44,000.00	\$ 3,500.00	\$ 28,000.00	\$ 5,000.00	\$ 40,000.00	
7.	2	EA.	Furnish & Install 8" Gate Valve	\$ 4,100.00	\$ 8,200.00	\$ 2,400.00	\$ 4,800.00	\$ 3,600.00	\$ 7,200.00	
8.	2	EA.	Furnish & Install Fire Hydrant Assembly	\$ 16,000.00	\$ 32,000.00	\$ 3,750.00	\$ 7,500.00	\$ 7,000.00	\$ 14,000.00	
9.	1	EA.	Furnish & Install Flush Valve Assembly	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	
10.	24	EA.	Furnish & Install 12" Mechancial Joint Restraint	\$ 400.00	\$ 9,600.00	\$ 300.00	\$ 7,200.00	\$ 510.00	\$ 12,240.00	
11.	18	EA.	Furnish & Install 8" Mechancial Joint Restraint	\$ 200.00	\$ 3,600.00	\$ 200.00	\$ 3,600.00	\$ 400.00	\$ 7,200.00	
12.	8	EA.	Furnish & Install 12" Bell Restraint Restraint	\$ 450.00	\$ 3,600.00	\$ 350.00	\$ 2,800.00	\$ 525.00	\$ 4,200.00	
13.	10	EA.	Furnish & Install 8" Bell Restraint Restraint	\$ 400.00	\$ 4,000.00	\$ 200.00	\$ 2,000.00	\$ 410.00	\$ 4,100.00	
14.	2	EA.	Furnish & Install Tie-In to Existing Water Line	\$ 9,500.00	\$ 19,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,400.00	\$ 8,800.00	
15.	2	EA.	Furnish & Install Tie-In to Existing 1" Water Meter Service	\$ 3,000.00	\$ 6,000.00	\$ 1,200.00	\$ 2,400.00	\$ 3,600.00	\$ 7,200.00	
16.	0.586	TON	Furnish & Install Misc. Ductile Iron Fittings	\$ 15,000.00	\$ 8,790.00	\$ 15,000.00	\$ 8,790.00	\$ 17,000.00	\$ 9,962.00	
17.	1	L.S	Furnish & Install Grouting of Ex. 8" WL Crossing	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,600.00	\$ 4,600.00	
18.	510	L.F	Furnish & Install Trench Safety Protection System	\$ 3.00	\$ 1,530.00	\$ 20.00	\$ 10,200.00	\$ 2.40	\$ 1,224.00	
Total Base Bid (Items 1 - 18)					\$ 444,320.00		\$ 170,950.00		\$ 348,791.00	
19	2,343	L.F	Furnish & Install 12" PVC C900, DR 18 Water Line	\$ 140.00	\$ 328,020.00	\$ 51.00	\$ 119,493.00	\$ 98.00	\$ 229,614.00	
20	140	L.F	Furnish & Install 24" Bored PVC Casing	\$ 625.00	\$ 87,500.00	\$ 250.00	\$ 35,000.00	\$ 732.00	\$ 102,480.00	
21	300	L.F	Furnish & Install Silt Fence	\$ 3.00	\$ 900.00	\$ 20.00	\$ 6,000.00	\$ 3.60	\$ 1,080.00	
22	2	EA.	Furnish & Install Fire Hydrant Assembly	\$ 16,000.00	\$ 32,000.00	\$ 3,750.00	\$ 7,500.00	\$ 18,500.00	\$ 37,000.00	
23	1	EA.	Furnish & Install 2" Combination Air Release Valve	\$ 12,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	
24	16	EA.	Furnish & Install 12" Mechanical Joint Restraint	\$ 400.00	\$ 6,400.00	\$ 300.00	\$ 4,800.00	\$ 510.00	\$ 8,160.00	
25	10	EA.	Furnish & Install 12" Bell Restraint Restraint	\$ 450.00	\$ 4,500.00	\$ 350.00	\$ 3,500.00	\$ 522.00	\$ 5,220.00	
26	0.2	TON	Furnish & Install Misc. Ductile Iron Fittings	\$ 15,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,600.00	\$ 52,000.00	\$ 10,400.00	
27	2,200	L.F	Furnish & Install Trench Safety Protection System	\$ 1.00	\$ 2,200.00	\$ 2.00	\$ 4,400.00	\$ 2.40	\$ 5,280.00	
Total Additive Bid (Items 19-27)					\$ 476,520.00		\$ 188,293.00		\$ 409,234.00	
CONTINGENT BID ITEMS										
1C.	1,300	S.Y	Furnish & Install Seeding for Erosion Control (Revegetation)	\$ 9.00	\$ 11,700.00	\$ 7.00	\$ 9,100.00	\$ 4.00	\$ 5,200.00	
Total Contingent Bid (Item 1C.)					\$ 964,740.00		\$ 385,686.00		\$ 823,668.00	

I, Jerry G. Shepherd, Registered Professional Engineer, do hereby declare that the above Bid Tabulations were taken directly from the Bid Opening Documents on October 2, 2025 at 10:00 AM.


03 October 2025

Jerry G. Shepherd, P.E., TEXAS SERIAL #65047, REGISTERED PROFESSIONAL ENGINEER OF TEXAS
SOUTHWEST ENGINEERS, INC., TEXAS REGISTERED ENGINEERING FIRM F-1909



The seal appearing on this document was authorized by Jerry G. Shepherd, P.E. (Texas Serial #65047) on the date indicated. Alteration of this sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

					All- Pro Paving		J&R Contracting Services, Inc.		D&D Contractors, Inc.						
BASE BID					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price					
1.	520	L.F	Furnish & Install 12" PVC C900, DR 18 Water Line	\$	52.85	\$	27,484.08	\$	85.00	\$	44,200.00	\$	74.61	\$	38,797.20
2.	235	L.F	Furnish & Install 8" PVC C900, DR 18 Water Line	\$	35.39	\$	8,315.71	\$	67.00	\$	15,745.00	\$	54.07	\$	12,706.45
3.	205	L.F	Furnish & Install 16" Bored Steel Casing	\$	243.44	\$	49,905.10	\$	168.00	\$	34,440.00	\$	348.93	\$	71,530.65
4.	40	L.F	Furnish & Install 24" Bored PVC Casing	\$	609.58	\$	24,383.21	\$	315.00	\$	12,600.00	\$	530.43	\$	21,217.20
5.	150	L.F	Furnish & Install Silt Fence	\$	4.50	\$	675.00	\$	10.00	\$	1,500.00	\$	3.47	\$	520.50
6.	8	EA.	Furnish & Install 12" Gate Valve	\$	4,555.89	\$	36,447.12	\$	4,500.00	\$	36,000.00	\$	5,231.15	\$	41,849.20
7.	2	EA.	Furnish & Install 8" Gate Valve	\$	2,744.48	\$	5,488.95	\$	2,600.00	\$	5,200.00	\$	3,241.26	\$	6,482.52
8.	2	EA.	Furnish & Install Fire Hydrant Assembly	\$	5,232.08	\$	10,464.15	\$	7,500.00	\$	15,000.00	\$	7,975.69	\$	15,951.38
9.	1	EA.	Furnish & Install Flush Valve Assembly	\$	5,225.68	\$	5,225.68	\$	1,200.00	\$	1,200.00	\$	3,759.17	\$	3,759.17
10.	24	EA.	Furnish & Install 12" Mechancial Joint Restraint	\$	136.73	\$	3,281.52	\$	950.00	\$	22,800.00	\$	231.14	\$	5,547.36
11.	18	EA.	Furnish & Install 8" Mechancial Joint Restraint	\$	266.46	\$	4,796.36	\$	850.00	\$	15,300.00	\$	126.99	\$	2,285.82
12.	8	EA.	Furnish & Install 12" Bell Restraint Restraint	\$	624.21	\$	4,993.64	\$	950.00	\$	7,600.00	\$	292.27	\$	2,338.16
13.	10	EA.	Furnish & Install 8" Bell Restraint Restraint	\$	328.15	\$	3,281.52	\$	850.00	\$	8,500.00	\$	153.26	\$	1,532.60
14.	2	EA.	Furnish & Install Tie-In to Existing Water Line	\$	2,093.47	\$	4,186.94	\$	3,500.00	\$	7,000.00	\$	5,969.45	\$	11,938.90
15.	2	EA.	Furnish & Install Tie-In to Existing 1" Water Meter Service	\$	2,169.94	\$	4,339.87	\$	800.00	\$	1,600.00	\$	2,164.90	\$	4,329.80
16.	0.586	TON	Furnish & Install Misc. Ductile Iron Fittings	\$	10,419.28	\$	6,105.70	\$	17,064.00	\$	9,999.50	\$	22,184.84	\$	13,000.32
17.	1	L.S	Furnish & Install Grouting of Ex. 8" WL Crossing	\$	4,500.00	\$	4,500.00	\$	3,500.00	\$	3,500.00	\$	2,348.83	\$	2,348.83
18.	510	L.F	Furnish & Install Trench Safety Protection System	\$	2.77	\$	1,412.70	\$	10.00	\$	5,100.00	\$	3.52	\$	1,795.20
Total Base Bid (Items 1 - 18)						\$	205,287.25	\$	247,284.50	\$	257,931.26				
ADDITIVE BID					Unit Price	Total Price	Unit Price	Total Price	Total Price						
19	2,343	L.F	Furnish & Install 12" PVC C900, DR 18 Water Line	\$	52.85	\$	123,836.92	\$	85.00	\$	199,155.00	\$	78.25	\$	183,339.75
20	140	L.F	Furnish & Install 24" Bored PVC Casing	\$	211.31	\$	29,582.74	\$	232.00	\$	32,480.00	\$	451.25	\$	63,175.00
21	300	L.F	Furnish & Install Silt Fence	\$	4.50	\$	1,350.00	\$	10.00	\$	3,000.00	\$	2.69	\$	807.00
22	2	EA.	Furnish & Install Fire Hydrant Assembly	\$	6,129.82	\$	12,259.63	\$	7,500.00	\$	15,000.00	\$	7,975.69	\$	15,951.38
23	1	EA.	Furnish & Install 2" Combination Air Release Valve	\$	6,279.66	\$	6,279.66	\$	3,000.00	\$	3,000.00	\$	7,816.87	\$	7,816.87
24	16	EA.	Furnish & Install 12" Mechanical Joint Restraint	\$	483.41	\$	7,734.50	\$	950.00	\$	15,200.00	\$	231.14	\$	3,698.24
25	10	EA.	Furnish & Install 12" Bell Restraint Restraint	\$	624.21	\$	6,242.06	\$	950.00	\$	9,500.00	\$	327.81	\$	3,278.10
26	0.2	TON	Furnish & Install Misc. Ductile Iron Fittings	\$	8,969.00	\$	1,793.80	\$	30,000.00	\$	6,000.00	\$	21,994.35	\$	4,398.87
27	2,200	L.F	Furnish & Install Trench Safety Protection System	\$	2.77	\$	6,094.00	\$	10.00	\$	22,000.00	\$	2.35	\$	5,170.00
Total Additive Bid (Items 19-27)						\$	195,173.31	\$	310,435.00	\$	287,635.21				
CONTINGENT BID ITEMS															
1C.	1,300	S.Y	Furnish & Install Seeding for Erosion Control (Revegetation)	\$	1.35	\$	1,755.00	\$4.00	\$	5,200.00	\$	1.72	\$	2,236.00	
Total Contingent Bid (Item 1C.)						\$	392,101.62	\$	620,970.00	\$	577,506.42				

May 8, 2025

To Whom It May Concern:

The purpose of this letter is to provide information regarding the [Boondockers Welcome](#) RV membership program, the sense of community it fosters, and how the program benefits both Boondockers Welcome Members and Boondockers Welcome Host locations. This is the program that Ernest Robbins is currently a part of, via his Host location, "Church of Christ Property". We hope this letter will clarify any misunderstanding of the program and alleviate your concerns regarding Mr. Robbins' participation.

Boondockers Welcome is an RV membership program that connects **self-contained** RVers (the "Members") to a network of locations (the "Hosts") that provide overnight parking (i.e. dry camping) on private property across North America. There are over 3,500 incredible Hosts across North America that participate in the Boondockers Welcome program.

Members of Boondockers Welcome pay a nominal annual subscription fee (\$69) to obtain access to the Host network, and these funds are used to pay for the technology that powers the program. From there, Members can browse the Boondockers Welcome map and find Host locations at which to stay using the information provided on Hosts' profiles. Members are able to request a stay with the 3,500+ Host locations and, if approved, park overnight at these locations **without charge**, which is unlike a campground program. To reiterate, there is **no monetary transaction** between a Host and a Member related to the overnight stay -- this is not an Airbnb-style arrangement.

You are likely wondering why anyone would invite RVers to stay on their property for free. The simple answer is that many RVers are big proponents of community, and Members and Hosts on Boondockers Welcome believe in a "pay it forward" mentality. They enjoy the friendships they make through the program, and they find joy in helping travelers find a safe place to stay the night when needed. For many Boondockers Welcome Hosts, the program is a source of positive social interaction and a way to build meaningful friendships with like-minded folks in an increasingly isolated world.

Mr. Robbins, through his location Church of Christ Property, is a Boondockers Welcome Host that believes in the positive force of community and friendship, and thus he participates in the program as a Host without making any money or seeking out any compensation. In one review of Mr. Robbins location, a Member stated:

"The kindest host, and the place we stayed was perfect for our camper. We had great conversations and felt welcomed by the community and their generosity, which is very pleasant when traveling. We will never forget our stay there!"

In addition to the friendship and camaraderie created between Boondockers Welcome Hosts and Members, the program is a great way for communities to draw in new visitors that support local businesses. While Boondockers Welcome Members do not pay for their overnight stay, they do shop at local merchants, eat at local restaurants, and fuel up at local gas stations providing ongoing community support. This is yet another positive side effect of the Boondockers Welcome program.

We hope that this letter provided the information needed to fully understand this wonderful program. If you have any further questions, please feel free to reach out to me and my team.

Sincerely,

Kaitlyn Wilson

Host Success | Harvest Hosts & Boondockers Welcome
1300 N. Frontage Rd, #1594, Vail, Colorado 81657

Recreational Vehicles & Church of Christ

Information pulled from:

- *Boondockerswelcome.com*
- *Wilson County Appraisal District*
- *City of La Vernia*
- *FEMA*

What is Boondockers?

- Boondockers Welcome opens a world of new camping opportunities
- Enjoy truly unique stay experiences often without any sacrifice to comfort as 70% of Boondockers Welcome hosts offer hookups.
- Escape the crowded and noisy campground in favor of a private spot on beautiful property and a meaningful connection with a friendly host.

Boondockers RV Camping Program

- Free Overnight RV Parking on Private Property
- Membership for Campers start at \$79 (annually) which allows unlimited access to stay at any one of the 3675+ Host locations.

Enjoy Your Stay

Once a Host has accepted your request to stay and you have all the necessary driving directions, you will be able to arrive at their location knowing you have a safe, legal, free place to stop for the night. Please respect your Hosts' privacy; some may be extremely friendly and invite you in for a drink, and some may be busy and just have time to point you to your spot for the night. Do not overstay your welcome, most Hosts only expect guests to stay for 1-3 nights. Be thankful, polite and respectful of their property. Parking is always free, but when taking advantage of electric or water hookups, offering a small amount of cash to cover the Host's costs is required.

Program Features	Boondockers Welcome	Harvest Hosts + Boondockers Welcome	Best Deal! All Access
Unlimited overnight stays with no camping fees	✓	✓	✓
100% money-back guarantee	✓	✓	✓
3675 Community Hosts	✓	✓	✓
897 Wineries		✓	✓
2008 Farms		✓	✓
1668 Attractions		✓	✓
675 Breweries & Distilleries		✓	✓
398 Golf Courses			✓
	3675+ Locations	8923+ Locations	9321+ Locations
	\$79/year Renewed annually	\$169/year Renewed annually	\$179/year Renewed annually
	JOIN NOW	JOIN NOW	JOIN NOW

Boondockers RV Camping Frequently Asked Questions & Answers

Q: Are there pets allowed?

A: Nearly all of the Hosts permit pets on a leash. You can set this as one of your preferences while you are searching for Host locations on the map. If a Host location allows pets, this would appear in the “Suitability” section on the Host profile page with specific instructions if applicable. Respect that you are on private property and do not allow your pets to run free.

Q: What types of vehicles are allowed?

A: We require that guests travel in self-contained RVs. Types of RVs include motorhomes, campervans, travel trailers, fifth-wheel trailers, popup campers and truck campers, so long as they are self-contained. However, NO tents, minivans, cars, or pick-up trucks will be allowed to join as guests.

Important: All camping vehicles must be fully self-contained. Your RV must have an interior toilet and built-in holding tanks or bladders for waste water. Porta-potties that remain inside the vehicle at all times are acceptable, but must be dumped off-site at an appropriate facility. The dumping of gray water on Host properties is prohibited.

Q: Are there hook-ups?

A: About 75% of our Hosts offer hook ups at their location. Hosts may ask to be compensated for costs if a guest chooses to use any provided hookups, as long as free parking without hookups is always an option. Hosts are encouraged to include their expected compensation in their house rules, but these must be reasonable and only cover costs.

Q: Are generators allowed?

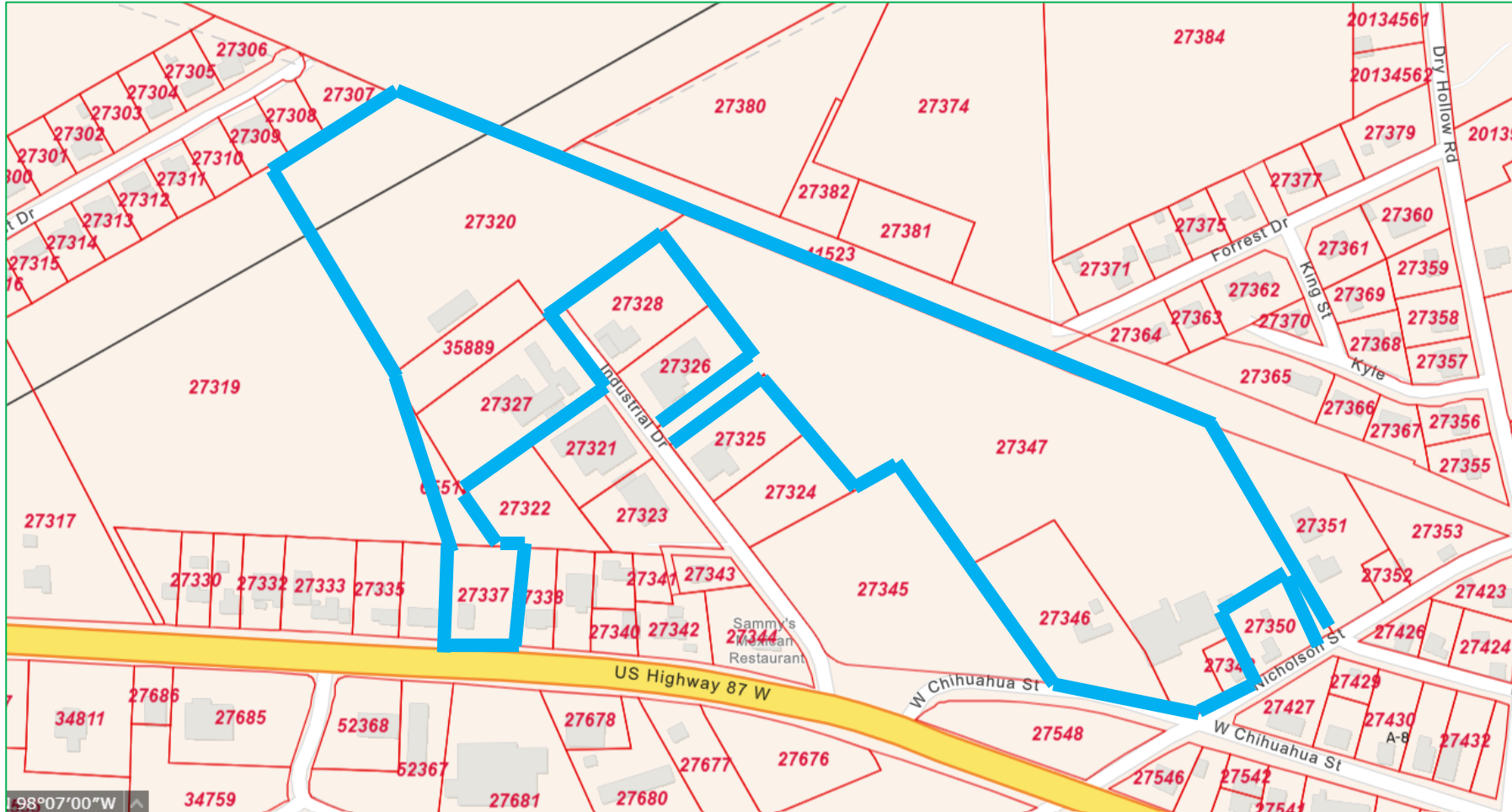
A: Each Host has their own rules about generators. If a Host location allows the use of generators on their property, this would appear in the “Suitability” section of the Host profile page. You can also set this as one of your preferences while you are searching for Host locations on the map. Many of our Hosts are fine with running quiet generators sparingly. You will need to be respectful of other RV's or neighbors who are near to where you are parked.

Q: How long can I stay?

A: This varies depending upon the Host. Some Hosts offer one night, while others offer our maximum at five nights. Guests are restricted to a maximum of 5 nights in a 90 day window with the same host, for insurance purposes. This can be one 5-night stay if the host offers that many nights, or several shorter stays.

What is the Church of Christ's Zoning?

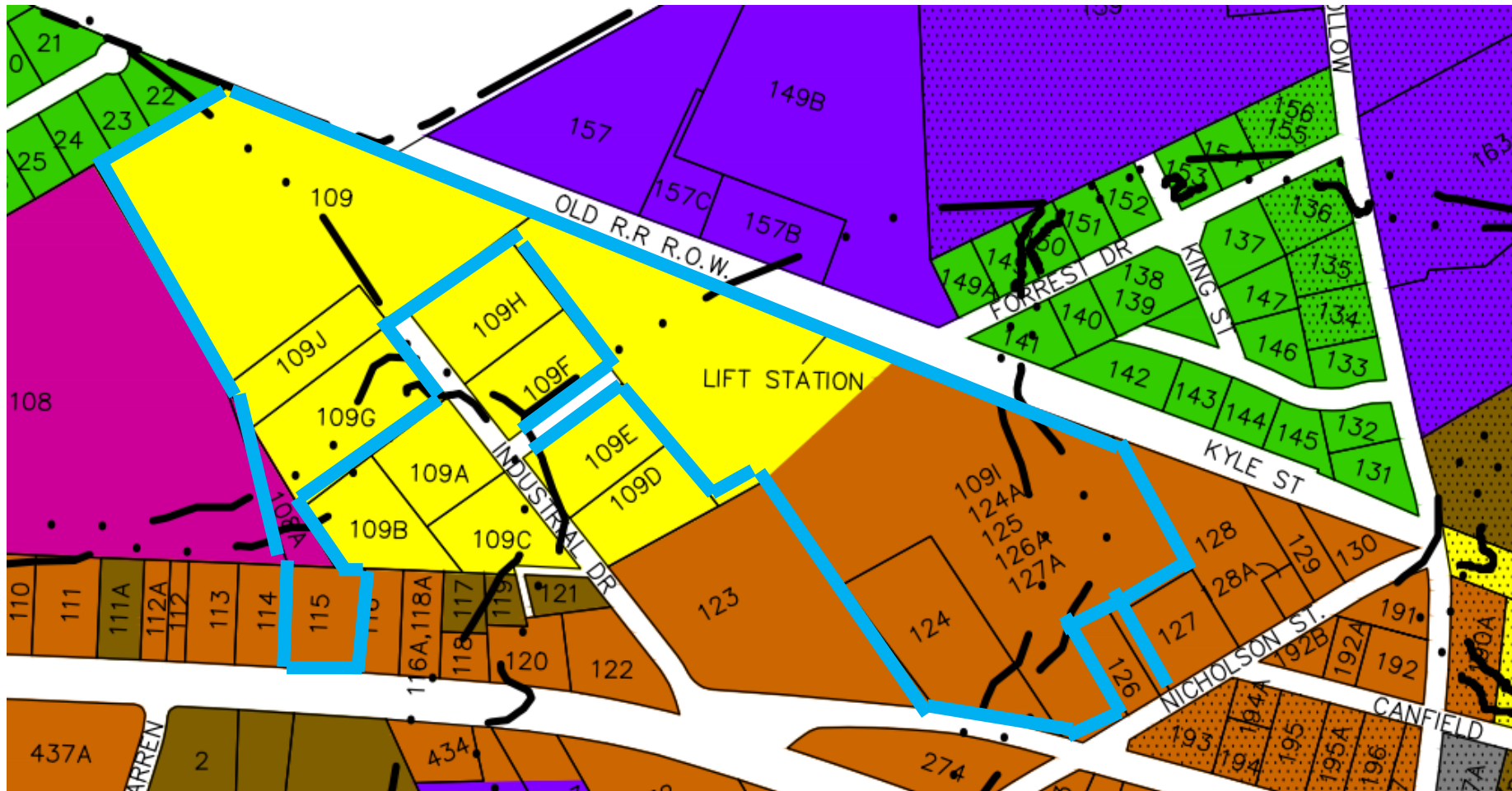
Wilson County Appraisal District



Christ Church Properties

- 27337
- 65512
- 27322
- 27327
- 35889
- 27320
- 27347
- 27346
- 27348

City of La Vernia Zoning



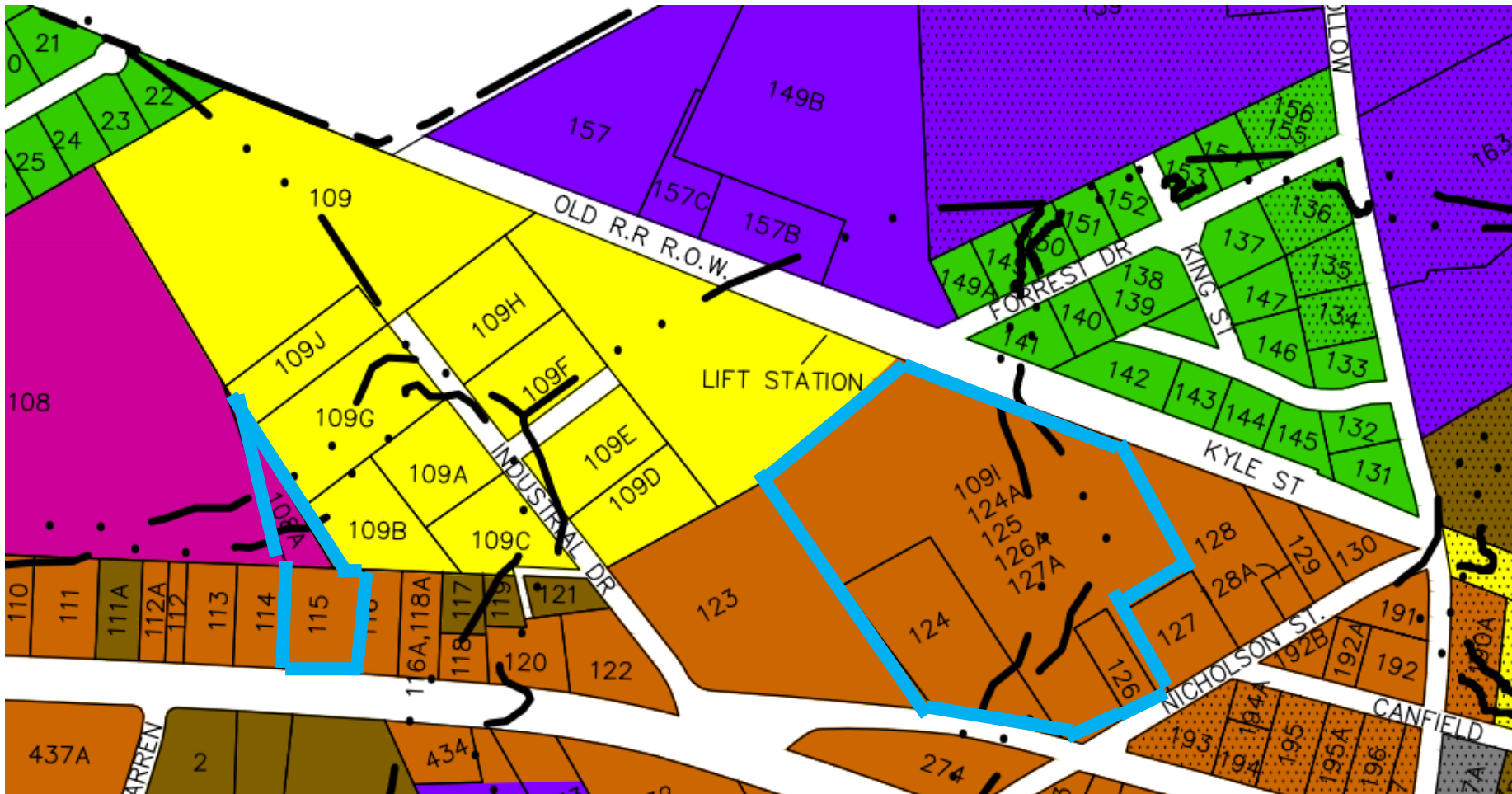
Christ Church Properties

- .432 acres: R2 - General Residential
- .8664 acres: C1 - Retail
- 1.093: Industrial
- 1.88: Industrial
- 1.0: Industrial
- 7.9068: Industrial
- 14.518:
 - 1/2 C1 Retail
 - 1/2 Industrial
- 2.14: C1 Retail
- .29: C1 Retail

Zoning Use Chart

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

Areas that Support a Special Use Permit



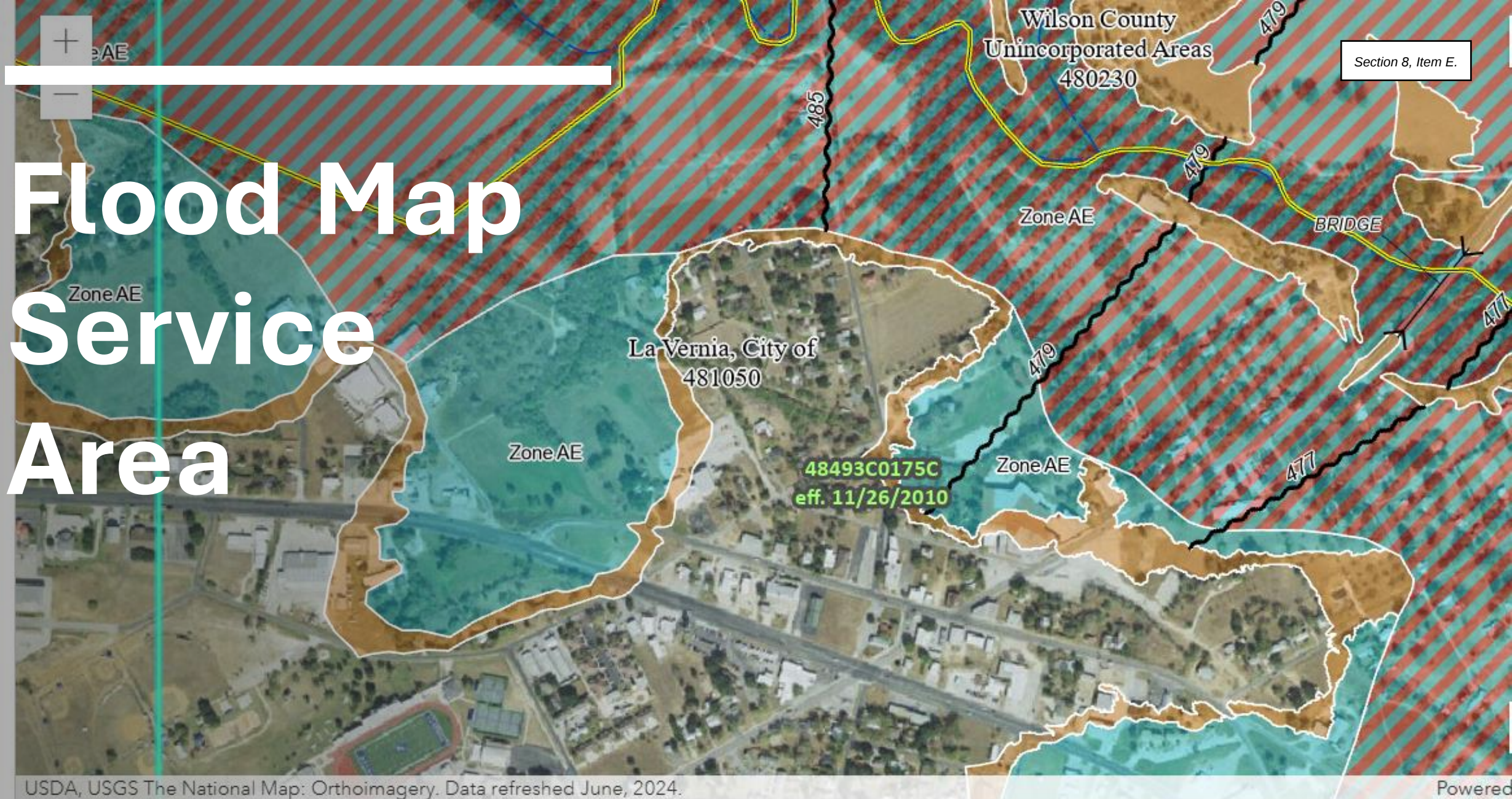
Require special permits for Recreational Vehicle/ Motor Parks.

- R2 (.432 acres)
- C1 (.8664, tentatively 1/2 of 14.518, 2.14, .29)

Per the Ordnances: Industrial zoning does not allow Recreational Vehicles / Motor Parks.

Federal Emergency Management Agency (FEMA) Considerations

Flood Map Service Area

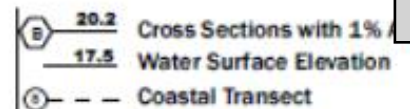
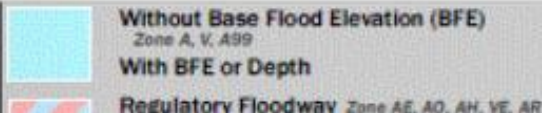


PIN



Approximate location based on user input
and does not represent an authoritative
property location

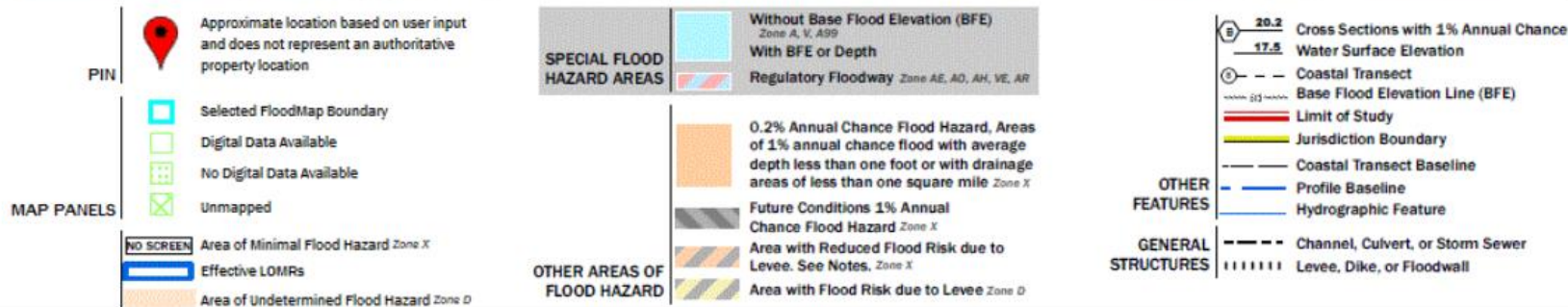
SPECIAL FLOOD
HAZARD AREAS





C1 (Retail) Zoning

*Estimated overly on FEMA's Website Map



Questions, Concerns, Recommendations

Questions / Concerns

- Offering Hook Ups?
 - Illegal Dumping / “Spillage”
 - Noise (Generators)
- Property Wear & Tear
 - Improved / Unimproved
- Flooding / Acts of Nature
- Animals
 - Yes or No?
 - Spays / Neuters and Vaccines

Possible Recommendations

- Create an improved around with parking pads and hook ups
 - Electric
 - Sewer
 - Water
- Include Flooding / Acts of Nature precautions

ORDINANCE NO. 100925-02
AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS
AMENDING LA VERNIA CODE OF ORDINANCES
CHAPTER 16 – HEALTH AND SANITATION, ARTICLE V.
- FOOD HANDLERS, SEC. 16 – 504 – COMPLIANCE
PROCEDURES; AMENDING THE CODE TO FOLLOW
THE NEW REGULATIONS FROM TEXAS HEALTH AND
HUMAN SERVICES REGARDING MOBILE FOOD
VENDORS.

WHEREAS, the City has previously deemed it necessary and desirable to adopt and sanitation regulations to provide for the orderly development of property within the city in order to promote the public health, safety, morals and general welfare of the residents of the city; and

WHEREAS, the City of La Vernia Code of Ordinances Chapter 16 which constitutes the City's health and sanitation ordinance requires a property to engage in health and sanitation procedures in accordance with proper designations as defined by the this ordinance; and

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

WHEREAS, the City Council of the City of La Vernia believes the amendments will comply with the standards and purpose of Chapter 437B, Health and Safety Code;

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

Section 1.

Business Regulations Amended.

Chapter 16 – HEALTH AND SANITATION, ARTICLE V. - FOOD HANDLERS, SEC. 16-504 – COMPLIANCE PROCEDURE, of the City of La Vernia's Code of Ordinances, is hereby amended as reflected in the document attached hereto as Exhibit "A".

Section 2.

Severability

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

Section 3
Cumulative

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

Section 4.
Effective Date

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

PASSED, APPROVED, AND ADOPTED THIS THIS 9TH DAY OF OCTOBER 2025.

Martin Poore, Mayor
City of La Vernia

ATTEST:

_____ Madison Farrow, City of La Vernia, Texas	City	Secretary
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Legal:

Exhibit “A”

Sec. 16-504. Compliance procedures.

(a) *Permits, licenses, or certificates.*

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

Permits licenses, or certificates are not transferable. A valid permit, license, or certificate shall be posted in every retail food store.

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

- a. Any person desiring to operate a retail food store shall make written application for a permit, license, or certificate, on forms provided by the regulatory authority. Such application shall include the name and address of each applicant, the location of the proposed retail food store, and the signature of each applicant.
- b. Prior to approval of an application for a permit, license, or certificate the regulatory authority shall inspect the proposed retail food store to determine compliance with the requirements of these rules.
- c. ~~Mobile food vendor permits shall be issued on an annual or event-by-event basis in accordance with the fee schedule. However, mobile vendors must arrive and leave daily unless otherwise specified by an approved event permit. Mobile food vendors may not stay in one spot for more than 24 hours unless otherwise specified under an approved event permit. A mobile food vendor operating within the city must present a valid mobile food vendor license issued by the Texas Department of State Health Services (DSHS) in order to operate within the city.~~

(1) Mobile food vendors must comply with all applicable zoning restrictions, parking regulations, fire code requirements, and event permit conditions.

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

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

- a. The regulatory authority may, without warning, notice, or hearing suspend any permit, license, or certificate to operate a retail food store if the holder of the permit, license, or certificate does not comply with the requirements of these rules, or if the operation of the establishment does not comply with the requirements of these rules, or if the operation of the retail food store otherwise constitutes a substantial hazard to public health. Suspension is effective upon service of the notice required by subsection (a)(3)b of this section. When a permit, license, or certificate is suspended, food store operations shall immediately cease. Whenever a permit, license, or certificate is suspended, the holder of the permit, license, or certificate shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.
- b. Whenever a permit, license, or certificate is suspended, the holder of the permit, license, or certificate, or the person in charge shall be notified in writing that the permit, license, or certificate is, upon service of the notice, immediately suspended and that an opportunity of a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or certificate within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

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

- (5) *Service of notices.* A notice provided for in these rules is properly served when it is delivered to the holder of the permit, license, or certificate, or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit, license; or certificate. A copy of the notice shall be filed in the records of the regulatory authority.
 - (6) *Hearings.* The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit, license, or certificate by the regulatory authority.
 - (7) *Application after revocation.* Whenever a revocation of a permit, license, or certificate has become final, the holder of the revoked permit, license, or certificate may make written application for a new permit, license, or certificate.
- (b) *Inspections.*
- (1) *Inspection frequency.* An inspection of a retail food store shall be performed at least once every three months. Additional inspections of the retail food store shall be performed as often as are necessary for the enforcement of these rules.
 - (2) *Access.* Agents of the regulatory authority, after proper identification, shall be permitted to enter any retail food store at any reasonable time, for the purpose of making inspections to determine compliance with these rules. The agents shall be permitted to examine the records of the establishments to obtain information pertaining to food and supplies purchased, received, or used, or to persons employed.
 - (3) *Report of inspections.* Whenever an inspection of a retail food store is made, the findings shall be recorded on the inspection report form. The inspection report form shall summarize the requirements of these rules and shall set forth a weighted point value for each requirement. Inspectional remarks shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the demerit values for all violations. A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for the public disclosure to any person who requests it according to law.
 - (4) *Correction of violations.*
 - a. The inspection report form shall specify a reasonable period of time for the correction of the violations found, and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:
 - 1. If an imminent health hazard exists, such as complete lack of refrigeration, loss of water service, or sewage backup into the establishment, the establishment shall immediately cease food store operations. Operations shall not be resumed until authorized by the regulatory authority.
 - 2. All violations of four-demerit or five-demerit items shall be corrected as soon as possible, but in any event, within ten days following inspection. Within 15 days after the inspection, the holder of the permit, license, or certificate shall submit a written report to the regulatory authority stating the four-demerit or five-demerit violations have been corrected. A follow-up inspection shall be conducted to confirm correction.
 - 3. All one-demerit or two-demerit items shall be corrected as soon as possible, but in any event, by the time of the next routine inspection.

4. When demerit score of the establishment is more than 30, the establishment shall initiate corrective action on all identified violations within 48 hours. One or more reinspections will be conducted at reasonable time intervals to ensure correction.
 - b. The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of food store operations. An opportunity for appeal from the inspection findings and time limitations will be provided if a written request for a hearing is filed with the regulatory authority within ten days following cessation of operations. If a request for a hearing is received, a hearing shall be held within 20 days of receipt of that request.
 - c. Whenever a retail food store is required under the provisions of this rule to cease operations, it shall not resume operations until such time as a reinspection determines that conditions responsible for the requirement to cease operations no longer exists. Opportunity for reinspection shall be offered within a reasonable time.
- (c) *Examination and condemnation of food.* Food may be examined or sampled by the regulatory authority as often as necessary for enforcement of this article. The regulatory authority may, upon written notice to the owner or person in charge specifying with particularity the reasons therefor, place a hold order on any food which it believes is in violation of any section of this article. The administrator or his designee shall tag, label or otherwise identify any food subject to the hold order. No food subject to a hold order shall be used, served or removed from the establishment. The administrator or his designee shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed within ten days and that if no hearing is requested the food shall be destroyed. A hearing shall be held if so requested, and on the basis of evidence produced at that hearing, the hold order may be vacated or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this article.
- (d) *Review of plans.*
- (1) *Submission of plans.* Whenever a retail food store is constructed or extensively remodeled and whenever an existing structure is converted to use as a retail food store, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The regulatory authority shall approve the plans and specifications if they meet the requirements of these rules. No retail food store shall be constructed, extensively remodeled, or converted except in accordance with plans and specifications approved by the regulatory authority.
 - (2) *Preoperational inspection.* Whenever plans and specifications are required by subsection (d)(1) of this section to be submitted to the regulatory authority, the regulatory authority shall inspect the retail food store prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements of these rules.
- (e) *Procedure when infection is suspected.* When the regulatory authority has reasonable cause to suspect the possibility of disease transmission from any retail food store employee, it may secure morbidity history of the suspected employee or make any other investigation as may be indicate and shall take appropriate action. The regulatory authority may require any or all of the following measures:
- (1) The immediate exclusion of the employee from all food store establishments;
 - (2) The immediate closing of the retail food store concerned until, in the opinion of the regulatory authority, no further danger of disease outbreak exists;
 - (3) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;

- (4) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.
- (f) *Remedies.*
 - (1) *Penalties.* Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a retail food store that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be in violation of this article.
 - (2) *Injunctions.* The regulatory authority may seek to enjoin violations of these rules.

ORDINANCE NO. 100925-03

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING THE FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of La Vernia is authorized under The Texas Constitution Article 11. Municipal Corporations, Sec. 4. Cities And Towns With Population Of 5,000 Or Less: Chartered By General Law; Taxes; Fines, Forfeitures, And Penalties to levy and collect all taxes in current money, as well as all licenses and occupation taxes levied, and all fines, forfeitures and penalties which shall be collectible only in current money as well; and

WHEREAS, the Fee Schedule for the Fiscal Year Beginning October 1, 2025, and ending September 30, 2026, has, heretofore, been adopted on September 11, 2025 by Resolution No. 091125-03; and

WHEREAS, the City Administrator of the City of La Vernia, Texas (herein the “City”) has requested fee schedule amendment for one section as listed in Exhibit A; and

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

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

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

Section 1. Fee schedule

The City hereby approves the Fee schedule amendment, attached as Exhibit A.

Section 2. Severability

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

Section 3. Conflict of Ordinances

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

Section 4. Effective Date

This ordinance shall take effect upon City Council approval.

PASSED, APPROVED, AND APPROVED this 09th day of October 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

Exhibit A

CITY OF LA VERNIA

COST FOR SERVICES FEE SCHEDULE

October 1st, 2025 through September 30th, 2026

DESCRIPTION	CURRENT FEE	REVISION	FEES
ADMINISTRATIVE FEES			
Convenience fee			
Credit Card Payment over Phone	3.25%	N/C	3.25%
In Person	3.25%	N/C	3.25%
Online	3.25%	N/C	3.25%
Notary Fees			
Notary(City Resident)	No Fee	N/C	No Fee
Notary(City-Resident)	\$6.00	N/C	\$6.00
Solicitor/Peddler Permit			
	\$125.00	N/C	\$125.00
Records Request			
Certified Copy- Each	\$5.00	N/C	\$5.00
Compact Disc	\$5.00	N/C	\$5.00
Maps	Actual	N/C	Actual
Miscellaneous Supplies	Actual	N/C	Actual
Nonstandard- size Copy	Actual	N/C	Actual
Other Electronic Media	\$10.00	N/C	\$10.00
Oversize Paper Copy (11x17)	\$0.50	N/C	\$0.50
Postage & Shipping Charge	Actual	N/C	Actual
Standard Paper Copy	\$0.10	N/C	\$0.10
No sales tax shall be applied to copies of public information		N/C	
Return Check Fee			
	\$35.00	N/C	\$35.00
BUILDING DEPARTMENT			
Administrative, Plan review and Inspections are built into building permit Commercial Residential			
Certificate of Occupancy			
Residential	\$50.00	N/C	\$50.00
Commercial	\$75.00	N/C	\$75.00
(Failure to obtain will result in double fee)			
Construction beginning without Permit, pay additional			
	Double Permit Fee	N/C	Double Permit Fee
Construction- Commercial			
*Engineer Cost if required	Actual	N/C	Actual

Flatwork/Deck	Evaluation	N/C	Evaluation
Accessory Building	Evaluation	N/C	Evaluation
Patio/Patio Cover	Evaluation	N/C	Evaluation
Roof Replacement	\$15.00	N/C	\$15.00
Foundation Repair	Evaluation	N/C	Evaluation
Fence (Replacing)	\$0.00	N/C	\$0.00
Fence (New)	\$30.00	N/C	\$30.00
Siding (all exterior finishes)	Evaluation	N/C	Evaluation
Temporary Building or Structure	Evaluation	N/C	Evaluation
		N/C	
Construction- Residential		N/C	
*Engineer Cost if required	Actual	N/C	Actual
Single Family Dwelling	\$0.58	N/C	\$0.58
Flatwork/Deck	0 to 25	N/C	0 to 25
Accessory Building	\$0.58	N/C	\$0.58
Patio/Patio Cover- Change to "Deck"	.25 to 25	N/C	.25 to 25
Roof Replacement	\$25.00	N/C	\$25.00
Foundation Repair	\$0.78	N/C	\$0.78
Fence- New	\$30.00	N/C	\$30.00
Fence- add Replacement	\$0.00	N/C	\$0.00
Fence with Inspection	\$100.00	N/C	\$100.00
Swimming Pool (in ground)	\$0.58	N/C	\$0.58
<50,000	\$450.00	N/C	\$450.00
50,001 - 80,000	\$550.00	N/C	\$550.00
>80,001	\$650.00	N/C	\$650.00
Commercial Pool	BV Fee + \$100.00	N/C	BV Fee + \$100.00
Swimming Pool (above ground)	\$100.00	N/C	\$100.00
		N/C	
Contractor Registration		N/C	
All (Non- state registered) Contractors (annual)	\$100.00	N/C	\$100.00
Plumbers/Electrical- Change to All State License Holder	No charge	N/C	No charge
		N/C	
Demolition Fee		N/C	
Residential	\$100.00	N/C	\$100.00
Commercial	\$150.00	N/C	\$150.00
		N/C	
Electrical Permit		N/C	
Residential	Based on sq. ft.	N/C	Based on sq. ft.
Commercial	Based on Valuation	N/C	Based on Valuation
		N/C	
Fire Protection		N/C	
		N/C	
For new Construction and Substantial Removations		N/C	
Substantial renovation is greater than 50% or the building being remodeled or \$50,000 in cost.		N/C	
		N/C	
Fire Code Plan Review – Commercial and Multi-Family		N/C	

<u>Valuation</u>		N/C	
Less than \$250,000	\$600	N/C	\$600
\$250,001 to \$500,000	\$800	N/C	\$800
\$500,001 to \$1,000,000	\$1,100	N/C	\$1,100
\$1,000,001 to \$3,000,000	\$1,600	N/C	\$1,600
\$3,000,001 to \$6,000,000	\$2,400	N/C	\$2,400
\$6,000,001 and up	\$2400 plus \$.20 each additional \$1000	N/C	\$2400 plus \$.20 each additional \$1000
		N/C	
Fire Code Inspections – Commercial and Multi-Family		N/C	
<u>Valuation</u>		N/C	
Less than \$250,000	\$850.00	N/C	\$850.00
\$250,001 to \$500,000	\$1,150.00	N/C	\$1,150.00
\$500,001 to \$1,000,000	\$1,350.00	N/C	\$1,350.00
\$1,000,001 to \$3,000,000	\$1,900.00	N/C	\$1,900.00
\$3,000,001 to \$6,000,000	\$2,850.00	N/C	\$2,850.00
\$6,000,001 and up	\$2850.00 plus \$0.20 each additional \$1000.00	N/C	\$2850.00 plus \$0.20 each additional \$1000.00
		N/C	
		N/C	
<u>Fire Inspection Fees (Other)</u>		N/C	
Initial Inspection (pre construction)	No Charge	N/C	No Charge
Annual Inspection	\$25.00	N/C	\$25.00
Annual Inspection (space over 2,000 square feet)	\$50.00	N/C	\$50.00
Re-Inspection Fee (If failed)	\$75.00	N/C	\$75.00
Rescheduling Fee (If not called in 24 hours in advance)	\$75.00	N/C	\$75.00
Alternative Fire Protection System	\$250.00	N/C	\$250.00
Fire / Smoke Damper	\$2.00 each	N/C	\$2.00 each
Fire Alarm System	\$200+\$0.50/ Initiating or Signaling device	N/C	\$200+\$0.50/ Initiating or Signaling device
Fire Sprinkler System	\$200+\$0.50/Sprinkler head	N/C	\$200+\$0.50/Sprinkler head
Fire Suppression System Installation	\$100.00	N/C	\$100.00
Flammable or Combustible Liquid Tanks	\$150.00 each review	N/C	\$150.00 each review
Smoke Control System	\$175.00	N/C	\$175.00
Spray Booth System	\$250.00	N/C	\$250.00
System Retesting Fee	\$75.00	N/C	\$75.00
Underground Fire System Plan Review	\$200.00	N/C	\$200.00
Underground Inspection	\$125.00	N/C	\$125.00
Vent/Hood Suppression System	\$75.00	N/C	\$75.00
After Hour Fee (beyond the hours of 8AM-5PM)	\$60 per hour	N/C	\$60 per hour
		N/C	
Irrigation Permit		N/C	
Residential w/ backflow	\$250.00	N/C	\$250.00
Commercial w/ backflow	\$300.00	N/C	\$300.00
		N/C	
Mechanical Permit		N/C	
<u>Residential</u>		N/C	
Duct Change Out		N/C	
New Furnace		N/C	

New Coil/Condenser/Heat Pump		N/C	
New Construction	Based on sq. ft.	N/C	Based on sq. ft.
<u>Commercial</u>		N/C	
Mechanical Repair/ Replacement		N/C	
New Construction	Based on Valuation	N/C	Based on Valuation
		N/C	
Plumbing Permit		N/C	
<u>Residential</u>		N/C	
Water Heater	\$125.00	N/C	\$125.00
Water Softener	\$125.00	N/C	\$125.00
<u>Commercial</u>		N/C	
Plumbing Repair/ Replacement	Based on Valuation	N/C	Based on Valuation
New Construction	Based on Valuation	N/C	Based on Valuation
		N/C	
Re-Inspection/ Additional Fees		N/C	
<u>Residential/Ccommercial- each failure per trade</u>		N/C	
1st Failure	\$75.00 to \$0.00	N/C	\$75.00 to \$0.00
*\$100.00 under slab		N/C	
2nd Failure	\$100.00 to \$50.00	N/C	\$100.00 to \$50.00
*\$150.00 under slab		N/C	
Each additional	\$200.00 to \$100.00	N/C	\$200.00 to \$100.00
Proceeding without the proper Inspection	\$150.00 + Failure fee	N/C	\$150.00 + Failure fee
<u>Refunds:</u>		N/C	
Building and Trade Permit Refunds	Minus Plan Review Fee	N/C	Minus Plan Review Fee
(no refund if work began or if permit expired)		N/C	
		N/C	
Signs		N/C	
Wall	\$100.00	N/C	\$100.00
Roof	\$100.00	N/C	\$100.00
Pole/Pylon	\$100.00	N/C	\$100.00
Monument	\$100.00	N/C	\$100.00
Banner	\$50.00	N/C	\$50.00
Electronic	\$100.00	N/C	\$100.00
Billboard(Annual Renewal)	\$100.00	N/C	\$100.00
Changeable Copy	\$50.00	N/C	\$50.00
Poster Enclosure	\$100.00	N/C	\$100.00
Repairs with like size/Content	No Change	N/C	No Change
Temporary Sail, Teardrop, Feather, Bow Banner, Etc.	\$50.00	N/C	\$50.00
Temporary Subdivison Sign	\$50.00	N/C	\$50.00
Temporary Business New/Relocated	\$50.00	N/C	\$50.00
COURT CHARGES			
Speeding (Court Costs and Fines)			
10 miles	\$230.00	N/C	\$230.00
11 miles	\$240.00	N/C	\$240.00

12 miles	\$250.00	N/C	\$250.00
13 miles	\$260.00	N/C	\$260.00
14 miles	\$270.00	N/C	\$270.00
15 miles	\$280.00	N/C	\$280.00
16 miles	\$290.00	N/C	\$290.00
17 miles	\$300.00	N/C	\$300.00
18 miles	\$310.00	N/C	\$310.00
19 miles	\$320.00	N/C	\$320.00
20 miles	\$330.00	N/C	\$330.00

*Add \$7.00 for every mile thereafter

*Add \$25.00 for School Zone Citationa

Disregard Stop Sign	\$275.00	N/C	\$275.00
Ran Red Light	\$275.00	N/C	\$275.00
No Drivers License	\$231.00	N/C	\$231.00
Expired Drivers License	\$231.00	N/C	\$231.00
Expired Registration	\$231.00	N/C	\$231.00
Driving while License Invalid/Suspended	\$331.00	N/C	\$331.00
No Insurance- 1st/2nd	\$400.00/\$500.00	N/C	\$400.00/\$500.00
No Seat Belt	\$184.00	N/C	\$184.00
Disregarding Official Traffic Control Device	\$275.00	N/C	\$275.00
Use of Portable Communication Device with Driving	\$284.00	N/C	\$284.00
Use of Wireless Communication Device in School Zone	\$334.00	N/C	\$334.00
Passing a School Bus w/ Red Lights	\$834.00	N/C	\$834.00

Defensive Driving Course Request	Court Cost + \$10.00	N/C	Court Cost + \$10.00
Deferred Jedication	Ticket Cost + \$50.00	N/C	Ticket Cost + \$50.00
Warrant of Arrest	\$50.00	N/C	\$50.00
Violate Promise to Appear	\$331.00	N/C	\$331.00

*Add \$25.00 for School Zone Citationa

Disregard Stop Sign	\$275.00	N/C	\$275.00
Ran Red Light	\$275.00	N/C	\$275.00
No Drivers License	\$231.00	N/C	\$231.00
Expired Drivers License	\$231.00	N/C	\$231.00
Expired Registration	\$231.00	N/C	\$231.00
Driving while License Invalid/Suspended	\$331.00	N/C	\$331.00
No Insurance- 1st/2nd	\$400.00/\$500.00	N/C	\$400.00/\$500.00
No Seat Belt	\$184.00	N/C	\$184.00
Disregarding Official Traffic Control Device	\$275.00	N/C	\$275.00
Use of Portable Communication Device with Driving	\$284.00	N/C	\$284.00
Use of Wireless Communication Device in School Zone	\$334.00	N/C	\$334.00
Passing a School Bus w/ Red Lights	\$834.00	N/C	\$834.00

Defensive Driving Course Request	Court Cost + \$10.00	N/C	Court Cost + \$10.00
Deferred Jedication	Ticket Cost + \$50.00	N/C	Ticket Cost + \$50.00

Warrant of Arrest	\$50.00	N/C	\$50.00
Violate Promise to Appear	\$331.00	N/C	\$331.00

Health Services

Non-Profit Organizations (Churches)	\$100.00	N/C	\$100.00
Annual Food License/Renewal	\$250.00	N/C	\$250.00
Late Fee (Not Paid by Jan 31st)	\$50.00	N/C	\$50.00
Food Event License (one time event)	\$75.00	N/C	\$75.00

Park RentalsPavilion (Deposit \$100.00)

Resident large/small	\$50.00/\$30.00	N/C	\$50.00/\$30.00
Non-Resident large/small	\$75.00/\$55.00	N/C	\$75.00/\$55.00

Gazebo (Deposit \$100.00)

Resident	\$50.00	N/C	\$50.00
Non-Resident	\$75.00	N/C	\$75.00

Volleyball (Non-Tournament)

Volleyball Court (Resident)	\$10.00 per hour	N/C	\$10.00 per hour
Volleyball Court (Non-Resident)	\$20.00 per hour	N/C	\$20.00 per hour
Little League Player Fee	\$4.00	N/C	\$4.00

Baseball (Non-Tournament)

Baseball field (Resident) Field A	\$15.00 per hour	N/C	\$15.00 per hour
Baseball field (Non-Resident) Field A	\$20.00 per hour	N/C	\$20.00 per hour
Baseball field (Resident) Field B-G	\$10.00 per hour	N/C	\$10.00 per hour
Baseball field (Non-Resident) Field B-G	\$15.00 per hour	N/C	\$15.00 per hour

Baseball Lights

Baseball Lights (Resident)	\$10 per hour	N/C	\$10 per hour
Baseball Lights (Non-Resident)	\$15 per hour	N/C	\$15 per hour

Tournament Rentals (Per day)Volleyball Court (all)

Resident	\$150.00	N/C	\$150.00
Non-Resident	\$200.00	N/C	\$200.00
Volleyball Tournament	\$15 per team	N/C	\$15 per team

Baseball/SoftballA field

Resident	\$125.00	N/C	\$125.00
Non-Resident	\$175.00	N/C	\$175.00

B field

Resident	\$125.00	N/C	\$125.00
Non-Resident	\$175.00	N/C	\$175.00

C field

Resident	\$125.00	N/C	\$125.00
Non-Resident	\$175.00	N/C	\$175.00

D field

Resident	\$100.00	N/C	\$100.00
Non-Resident	\$150.00	N/C	\$150.00

<u>E field</u>			
Resident	\$100.00	N/C	\$100.00
Non-Resident	\$150.00	N/C	\$150.00
<u>F field</u>			
Resident	\$125.00	N/C	\$125.00
Non-Resident	\$150.00	N/C	\$150.00
<u>G field</u>			
Resident	\$75.00	N/C	\$75.00
Non-Resident	\$125.00	N/C	\$125.00
<u>All Fields</u>			
Resident	\$800.00	N/C	\$800.00
Non-Resident	\$1,000.00	N/C	\$1,000.00
<u>Lights</u>			
Resident	\$40.00	N/C	\$40.00
Non-Resident	\$60.00	N/C	\$60.00
<u>Table and Chair Rentals</u>	\$50.00 per 4 hour period (deposit \$150.00)	N/C	\$50.00 per 4 hour period (deposit \$150.00)
<u>Canopy Rentals</u>	\$15.00 per 4 hour period (deposit \$20.00)	N/C	\$15.00 per 4 hour period (deposit \$20.00)

*Little League teams have first rights to all baseball fields during their season

PLANNING&ZONING

Appeals and Requests for Amendments

*Subject to Engineering and Attorney Cost	\$125.00	N/C	\$125.00
Considered by City Council, Planning & Zoning	Actual Cost	N/C	Actual Cost
Commission or the Board of Adjustments			

Plat/Replat Fees	\$250.00	N/C	\$250.00
Amended Plat- City Engineer	Engineer Cost + 1%	N/C	Engineer Cost + 10%
Specific Use Permit	\$250.00	N/C	\$250.00

Variance/ Waivers (Board of Adjustment)

Zoning Code: Commercial	\$250.00	N/C	\$250.00
Building Code: Commercial	\$250.00	N/C	\$250.00
Zoning Code: Residential	\$150.00	N/C	\$150.00
Building Code: Residential	\$150.00	N/C	\$150.00

Zoning Change

Zoning Verification Letter	\$500.00	N/C	\$500.00
Postponement of Public Hearing	0	N/C	0
	\$200.00	N/C	\$200.00

Residential Services:

Garage/Yard Sale Permit (each)			
Residential- Limit 3 events per year	No Charge	N/C	No Charge
Neighborhood Garage Sale	\$10.00	N/C	\$10.00
Churches, Charitable and Non-Profit- limit 3 per year	\$10.00	N/C	\$10.00

Storm Water Utility

GARBAGE COLLECTION SERVICES (MONTHLY)

Residential Service Once Per Week	\$22.56	INCREASE	\$23.16
Senior Residential Service w/ recycling	\$19.13	INCREASE	\$19.64
Senior Residential Service wo/ recycling	\$14.74	INCREASE	\$15.13
Extra recycling tote	\$3.63	INCREASE	\$3.72
Extra garbage tote	\$8.80	INCREASE	\$8.82
	N/C		
Roll out - Residential Customer	N/C		
Roll outs/ 2,3,4,5,6,8,10 cubic yard- Commercial Customer	N/C		
Commerical	N/C		
One roll-out with 1 recycling	\$29.66	INCREASE	\$30.45
Two roll-out with 1 recycling	\$39.26	INCREASE	\$40.30
Three roll-out with 1 recycling	\$48.86	INCREASE	\$50.16
Extra recycling	\$7.80	INCREASE	\$8.00
2 Cubic yard	N/C		
One collection per week	\$84.13	INCREASE	\$86.37
Two collection per week	\$168.22	INCREASE	\$172.71
Three collection per week	N/A	N/C	N/A
3 Cubic yard	N/C		
One collection per week	\$102.35	INCREASE	\$105.08
Two collection per week	\$200.00	INCREASE	\$205.34
Three collection per week	N/A	N/C	N/A
4 Cubic yard	N/C		
One collection per week	\$115.86	INCREASE	\$118.95
Two collection per week	\$208.62	INCREASE	\$214.19
Three collection per week	N/A	N/C	N/A
6 Cubic yard	N/C		
One collection per week	\$134.11	INCREASE	\$137.69
Two collection per week	\$274.58	INCREASE	\$281.91
Three collection per week	\$397.50	INCREASE	\$408.11
8 Cubic yard	N/C		
One collection per week	\$173.00	INCREASE	\$177.61
Two collection per week	\$322.20	INCREASE	\$330.80
Three collection per week	\$529.99	INCREASE	\$544.14
10 Cubic yard	N/C		
One collection per week	\$206.33	INCREASE	\$211.83
Two collection per week	\$380.92	INCREASE	\$391.09
Three collection per week	\$662.50	INCREASE	\$680.18
Extra pick ups	N/C		
Per extra pick up	\$111.12	INCREASE	\$114.08
Locking bar or casters	\$21.04	INCREASE	\$21.60
	N/C		
Roll off Services	N/C		

Delivery fee: (per roll off)	\$208.38	INCREASE	\$213.94
Rental fee: (per roll off, per day)	\$0.00	N/C	\$0.00
Disposal fee: (per ton)	\$48.62	INCREASE	\$49.91
		N/C	
		N/C	
Haul fees			
20 yard roll off, per hall	\$715.42	INCREASE	\$734.52
30 yard roll off, per hall	\$757.08	INCREASE	\$777.29
40 yard roll off, per hall	\$798.77	INCREASE	\$820.09
		N/C	
Extra roll offs			
Delivery/ exchange fee, per roll-off delivery or exchange	SEE HAUL	N/C	SEE HAUL FEE
Two pick ups per week	SEE HAUL FEE	N/C	SEE HAUL FEE
Three pick ups per week	SEE HAUL FEE	N/C	SEE HAUL FEE
Extra pick- up	SEE HAUL FEE	N/C	SEE HAUL FEE
		N/C	
Haul fees			
20 yard roll off. per haul	\$715.42	INCREASE	\$734.52
30 yard roll off, per hall	\$757.08	INCREASE	\$777.29
40 yard roll off, per hall	\$798.77	INCREASE	\$820.09
MUNICIPAL WATER & WASTEWATER SERVICES			
Water services (monthly)			
Residential- 5/8"" meter	\$25.93	INCREASE	\$28.52
Residential- 5/8"" meter(outside city limits)	\$40.60	INCREASE	\$44.66
Residential- 1"" meter	\$62.80	INCREASE	\$69.08
Residential- 1"" meter(outside city limits)	\$98.35	INCREASE	\$108.19
Residential- 1-1/2" meter	\$134.92	INCREASE	\$148.41
Residential- 1-1/2" meter (outside city limits)	\$168.65	INCREASE	\$185.52
Commercial / Multi- family 5/8" meter	\$25.93	INCREASE	\$28.52
Commercial/ Multi- family 5/8 " meter (outside the city limits)	\$40.60	INCREASE	\$44.66
Commercial/ Multi- family 1" meter	\$62.80	INCREASE	\$69.08
Commercial/ Multi- family 1" meter (outside the city limits)	\$98.35	INCREASE	\$108.19
Commercial/Multi-family- 1-1/2"meter	\$62.80	INCREASE	\$69.08
Commercial/Multi-family- 1-1/2"meter (outside the city limits)	\$98.35	INCREASE	\$108.19
Commercial/Multi-family- 2"meter	\$199.44	INCREASE	\$219.38
Commercial/Multi-family- 2"meter (outside the city limits)	\$312.32	INCREASE	\$343.55
Commercial/Multi-family- 3"meter	\$299.16	INCREASE	\$329.08
Commercial/Multi-family- 3"meter (outside the city limits)	\$468.49	INCREASE	\$515.34
Bulk water rate (non-treated/non-potable)	\$0.12	SAME	\$0.12

Water Consumption

Residential In District

0-10,000 Gallons	\$4.98 INCREASE	\$5.48
10,001-15,000 Gallons	\$5.46 INCREASE	\$6.01
15,001-20,000 Gallons	\$6.01 INCREASE	\$6.61
20,001-30,000 Gallons	\$6.63 INCREASE	\$7.29
30,001-40,000 Gallons	\$7.28 INCREASE	\$8.01
40,001-50,000 Gallons	\$8.01 INCREASE	\$8.81
50,001-65,000 Gallons	\$8.80 INCREASE	\$9.68
Over 65,000	\$9.70 INCREASE	\$10.67

Commercial In District

0-10,000 Gallons	\$4.98 INCREASE	\$5.48
10,001-15,000 Gallons	\$5.46 INCREASE	\$6.01
15,001-20,000 Gallons	\$6.01 INCREASE	\$6.61
20,001-30,000 Gallons	\$6.63 INCREASE	\$7.29
30,001-40,000 Gallons	\$7.28 INCREASE	\$8.01
40,001-50,000 Gallons	\$8.01 INCREASE	\$8.81
50,001-65,000 Gallons	\$8.80 INCREASE	\$9.68
Over 65,000	\$9.70 INCREASE	\$10.67

Residential Out of District

0-10,000 Gallons	\$6.89 INCREASE	\$7.58
10,001-15,000 Gallons	\$7.47 INCREASE	\$8.22
15,001-20,000 Gallons	\$8.17 INCREASE	\$8.99
20,001-30,000 Gallons	\$9.45 INCREASE	\$10.40
30,001-40,000 Gallons	\$10.60 INCREASE	\$11.66
40,001-50,000 Gallons	\$11.76 INCREASE	\$12.94
50,001-65,000 Gallons	\$12.91 INCREASE	\$14.20
Over 65,000	\$13.50 INCREASE	\$14.85

Commercial out of District

0-10,000 Gallons	\$6.89 INCREASE	\$7.58
10,001-15,000 Gallons	\$7.47 INCREASE	\$8.22
15,001-20,000 Gallons	\$8.17 INCREASE	\$8.99
20,001-30,000 Gallons	\$9.45 INCREASE	\$10.40
30,001-40,000 Gallons	\$10.60 INCREASE	\$11.66
40,001-50,000 Gallons	\$11.76 INCREASE	\$12.94
50,001-65,000 Gallons	\$12.91 INCREASE	\$14.20
Over 65,000	\$13.50 INCREASE	\$14.85

Waste Water Rates

Residential inside City- Base rate	\$25.00 INCREASE	\$27.50
Residential inside City- Base rate \$ xx.x per 1,000 gal	\$2.50 INCREASE	\$2.75

Residential outside City- Base rate	\$40.50	INCREASE	\$44.55
Residential outside City- Base rate \$ xx.x per 1,000 gal	\$3.04	INCREASE	\$3.34
Commercial inside City- Base rate	\$37.50	INCREASE	\$41.25
Commercial inside City- Base rate \$ xx.x per 1,000 gal	\$1.88	INCREASE	\$2.07
Commercial outside City- Base rate	\$54.00	INCREASE	\$59.40
Commercial outside City- Base rate \$ xx.x per 1,000 gal	\$3.38	INCREASE	\$3.72
Base rate is equal to minimum fee			

Fire hydrant (Non-Potable) Water service

Administrative Fee	\$25.00	N/C	\$25.00
Meter Deposit	\$500.00	N/C	\$500.00
Consumption (Per unit)	Billed at 3 inch meter rate		Billed at 3 inch meter rate

Connect/Disconnect Fee

Water service connect/transfer fee	\$25.00	N/C	\$25.00
Water service reconnection fee during normal business	\$50.00	N/C	\$50.00

Meter Tampering fee

1st Offense	\$75.00	N/C	\$75.00
2nd Offense	\$150.00	N/C	\$150.00
3rd Offense	\$200.00	N/C	\$200.00

*Customer/Plumber restoring services after disconnection due to non payment is considered tampering with meter

Meter box fee	Market rate	N/C	Market rate
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Water service deposits W/ \$25 refundable admin fee

Residential residential/ Rental commercial	\$125.00/\$225.00	N/C	\$125.00/\$225.00
Commercial/ Rental	\$275.00/\$275.00	N/C	\$275.00/\$275.00

Utility billing penalties- Senior	10%	N/C	10%
Utility billing penalties- Residential	12%	N/C	12%
Utility billing penalties- Commercial	12%	N/C	12%

Water meter installation**New water meter installation with pre-existing tap & meter Bos**

Labor 1hr @ \$27.00	\$27.00	N/C	\$27.00
Pick-up 1hr @ \$30.00	\$30.00	N/C	\$30.00
Labor burden @ 39%	\$16.38	N/C	\$16.38
Meter (Current market rate)	Market rate	N/C	Market rate
Total	\$73.38 plus meter	N/C	\$73.38 plus meter

5/8 - 1 " water meter, short service

Supervision 4 hr @ \$35.81	\$143.24	N/C	\$143.24
Operator 6hr @ \$35.81	\$214.86	N/C	\$214.86
Labor 6hr @ \$24.54 @ 3 people	\$441.72	N/C	\$441.72
Labor burden @ 39%	\$137.28	N/C	\$137.28
Backhoe 6hr @ \$100.00	\$600.00	N/C	\$600.00
Spoil haul off x2 6hr @ \$30.00	\$360.00	N/C	\$360.00
Tapping machine	\$50.00	N/C	\$50.00
Saddle	\$82.50	N/C	\$82.50
Corporation stop	\$87.50	N/C	\$87.50 +\$20 FOR 1 INCH
Angle stop	\$85.00	N/C	\$85.00 +\$100 FOR 1 INCH
Tubing	\$40.00	N/C	\$40.00
Meter box	\$50.00	N/C	\$50.00
Sand/ dirt per yrd \$60 @ 3 yrds	\$180.00	N/C	\$180.00
Meter (Current market rate) (\$370.68 for 5/8 and \$548.51 for 1 in)	Market rate	N/C	Market rate
Total Labor	\$2,472.10 plus meter	N/C	\$2,472.10 plus meter

5/8 - 1" water meter, long service

Supervision 6hr @ \$35.81	\$214.86	N/C	\$214.86
Operator 8hr @ \$35.81	\$286.48	N/C	\$286.48
Labor 8hr @ 3 people @ \$24.54	\$588.96	N/C	\$588.96
Labor burden @ 39%	\$346.32	N/C	\$346.32
Backhoe per hr \$100 if using 6 hrs	\$600.00	N/C	\$600.00
Spoil haul off x2 6hr @ \$30.00	\$360.00	N/C	\$360.00
Tapping machine	\$50.00	N/C	\$50.00
Barricades & street plates if needed, inspect jobsite before billing	\$250.00	N/C	\$250.00
Saddle	\$82.50	N/C	\$82.50
Corporation stop	\$87.50	N/C	\$87.50 +\$20 FOR 1 INCH
Angle stop	\$85.00	N/C	\$85.00 +\$93 FOR 1 INCH
Tubing	\$100.00	N/C	\$100.00
Casing	\$10 per foot	N/C	\$10 per foot
Meter box	\$50.00	N/C	\$50.00
Sand/ dirt per yrd \$60 @ 6 yrds	\$360.00	N/C	\$360.00
Asphalt Repair if needed, inspect jobsite before billing	\$960.00	N/C	\$960.00
Meter (Current market rate) (\$370.68 for 5/8" and \$548.51 for 1")	Market rate	N/C	Market rate
Total Labor	\$4,431.62 Plus Meter	N/C	\$4,431.62 Plus Meter

1 - 1/2 - 2" Water meter short service

Supervision 1hr @ \$35.81 6hr @ \$214.86	\$214.86	N/C	\$214.86
Operator 1 hr @ \$35.81 6hr @ \$214.86	\$214.86	N/C	\$214.86
Labor 6hr @ 3 people @ \$24.54	\$441.72	N/C	\$441.72
Labor burden @ 39%	\$137.28	N/C	\$137.28
Backhoe per hr \$100 if using 6 hrs	\$600.00	N/C	\$600.00
Spoil haul off x2 6 hr @ \$30.00	\$360.00	N/C	\$360.00
Tapping machine	\$75.00	N/C	\$75.00
Saddle 1 1/2" - 2"	\$95.00	N/C	\$95.00
Corporation stop	\$220.50	N/C	\$220.50 +\$155 FOR 2 INCH

Angle stop	\$347.50	N/C	\$347.50	+\$238 FOR 2 INCH
Polly tubing	\$15.00 per foot	N/C	\$15.00 per foot	
Meter box	\$72.50	N/C	\$72.50	
Sand/ dirt per yrd \$60 @ 6 yrds	\$360.00	N/C	\$360.00	
Meter (Current market rate) (\$1,098.83 for 1 1/2" and \$1,221.26 for 2")	Market rate	N/C	Market rate	
Total Labor	\$3,154.22 plus meter cost and polly	N/C	\$3,154.22 plus meter cost and polly	

1 - 1/2 - 2" Water meter long service

Supervision 1hr @ \$35.81 8hr @ \$286.48	\$286.48	N/C	\$286.48	
Operator 1 hr @ \$35.81 8hr @ \$286.48	\$286.48	N/C	\$286.48	
Labor 8hr @ 3 people @ \$24.54	\$588.96	N/C	\$588.96	
Labor burden @ 39%	\$340.08	N/C	\$340.08	
Backhoe per hr \$100 if using 8 hrs	\$800.00	N/C	\$800.00	
Spoil haul off x4 6 hr @ \$30.00	\$720.00	N/C	\$720.00	
Tapping machine	\$75.00	N/C	\$75.00	
Barricades & street plates if needed, inspect jobsite before billing	\$250.00	N/C	\$250.00	
Saddle	\$95.00	N/C	\$95.00	
Corporation stop	\$220.50	N/C	\$220.50	+155 FOR 2 INCH
Angle stop	\$347.50	N/C	\$347.50	+238 FOR 2 INCH
Casting	\$10.00 per foot	N/C	\$10.00 per foot	
Meter box	\$75.00 for plastic	N/C	\$75.00 for plastic	\$300.00 for cast iron
Sand/ dirt per yrd \$60 @ 6 yrds	\$360.00	N/C	\$360.00	
Asphalt Repair if needed, inspect jobsite before billing	\$960.00	N/C	\$960.00	
Meter (Current market rate)(\$1,098.83 for 1 1/2" and \$1,221.26 for 2")	Market rate	N/C	Market rate	
Tubing	\$360 FOR 1 1/2 INCH	N/C	\$360 FOR 1 1/2 INCH	\$625 FOR 2 INCH
Total Labor	\$5,775 plus meter	N/C	\$5,775 plus meter	

Sewer Tap

Supervision 35.81/hr @ 8hrs - \$286.98	\$286.98	NC	\$286.98
Operator 35.81/hr @ 8hrs - \$286.48	\$286.48	NC	\$286.48
Labor - 8hrs @ 3 People @ 24.54/hr - \$588.96	\$588.96	NC	\$588.96
Labor burden - @ 39.20% - \$453.15	\$453.15	NC	\$453.15
Backhoe @100.00 per hour @ 8 hours - \$800.00	\$800.00	NC	\$800.00
Spoil haul off-X 3 @ 30 - \$90.00	\$90.00	NC	\$90.00
Sewer tap machine- \$75.00	\$75.00	NC	\$75.00
Barricades, traffic control, plates - \$250.00	\$250.00	NC	\$250.00
Saddle - \$60.00	\$60.00	NC	\$60.00
Total Labor	\$2,890.57	NC	\$2,890.57

We will bill at actual hours if less than 8 hours

RESOLUTION NO. R100925-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING AGREEMENT FOR SERVICES TO SUPPORT THE INTERIM CITY ADMINISTRATOR DURING THE TRANSITION PERIOD OF THE EXISTING CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of La Vernia recognizes the importance of continuity in leadership and administration during the transition period following the departure of its current City Administrator; and

WHEREAS, the existing city administrator has agreed to provide consulting services to the City to support and aid the newly appointed Interim City Administrator; and

WHEREAS, the attached Consulting Agreement (Exhibit A) provides a contractual obligation for such services beginning September 25, 2025 and ending September 30, 2026, with the terms and conditions outlined therein; and

WHEREAS, the City Council finds it to be in the best interest of the City of La Vernia to authorize the execution of this Agreement and;

WHEREAS, the City Council is of the opinion that entering into a contract with the consultant is in the best interest of the City and its citizens.

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

SECTION 1. 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 2. 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 3. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 09th day of October 2025.

Approved:

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A



Consulting Agreement

This Consulting Agreement ("Agreement") will commence as of **September 25, 2025**, by and between the **City of La Vernia, Texas** ("City") and **Lindsey Wheeler** ("Consultant").

1. Term

This Agreement shall commence on **September 25, 2025**, and shall terminate on **September 30, 2026**, unless terminated earlier in accordance with Section 6 of this Agreement.

2. Services

Consultant agrees to provide consulting services to the City for the purpose of **supporting and aiding the newly appointed Interim City Administrator during the transition of Consultant's departure from the City.**

3. Compensation

- The City shall pay Consultant **\$2,000 per month** for services rendered under this Agreement.
- Payment shall be made by **check issued to Consultant in weekly installments of approximately \$500**, except in months with five weeks, in which case the total monthly compensation shall remain capped at **\$2,000**.

4. Availability and Communication

4.1 Consultant agrees to be reasonably available for consultation on **weekdays (Monday through Friday)** under the rate described in Section 3.

4.2 If the City requests services or communication on **weekends (Saturday or Sunday)**, Consultant retains the right to request **additional compensation** for such time.

4.3 Consultant agrees to communicate primarily via **email**, with a commitment to provide a response within **48 hours** of receipt.

4.4 **Phone calls** shall be requested by the City and granted at the Consultant's discretion.

4.5 Consultant agrees to host **one digital meeting per week** via Microsoft Teams or Zoom at a time mutually acceptable to both the City and Consultant.

5. Independent Contractor Status

Consultant shall perform services as an **independent contractor** and not as an employee or agent of the City. Consultant shall not be entitled to employee benefits, retirement contributions, or other employment-related benefits.

6. Records and Reports

Consultant shall provide periodic updates, as reasonably requested, to the Interim City Administrator or City Council regarding services performed.

7. Termination

Either party may terminate this Agreement with **60 days' written notice** to the other party. Consultant shall be entitled to compensation for services performed through the effective termination date.

8. Governing Law

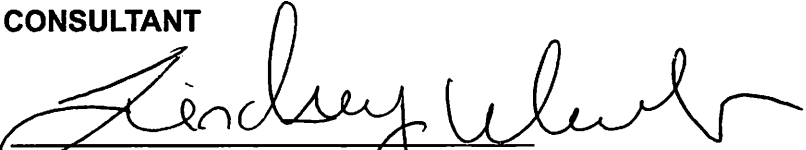
This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**.

Executed this 11th day of September, 2025.

CITY OF LA VERNIA, TEXAS


Title: Mayor / City Administrator

CONSULTANT


Lindsey Wheeler

RESOLUTION NO. R100925-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, APPROVING A CITY ADMINISTRATOR EMPLOYMENT AGREEMENT.

WHEREAS, the City of La Vernia, Texas City Council may appoint a person to serve as the City Administrator upon the affirmative vote of a majority of the full membership of the City Council; and

WHEREAS, the City of La Vernia, Texas City Council approved a motion at the June 13th 2024 Council meeting on Ordinance NO. 061324-01 appointing Lindsey Wheeler as the City Administrator;

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

SECTION 1. Recitals Incorporated.

The facts and recitals above are incorporated herein as if set forth in full for all purposes.

SECTION 2. Appointment of City Administrator.

Lindsey Wheeler was appointed to serve as the City Administrator for the City of La Vernia, Texas, effective June 13th 2024.

SECTION 3. Approval of Employment Agreement.

The City Council hereby approves the Employment Agreement with said appointed City Administrator and authorizes the Mayor to execute same, as set forth in the attached “Exhibit A”.

PASSED AND ADOPTED, this 09th day of October 2025.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

City of La Vernia City
Administrator Agreement

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILSON §

THIS CITY ADMINISTRATOR AGREEMENT ("Agreement") is made and entered into on the 15 day of Sept, 2025, and will become effective the 1st day of Oct, 2026, by and between the City of La Vernia, Texas, a Texas municipal corporation (the "City") and Lindsey Wheeler (the "Administrator").

WITNESSETH:

WHEREAS, the City Council of the City (the "Council") and the Administrator believe that an employment agreement negotiated between the Council, on behalf of the City, and the Administrator can be mutually beneficial to the City, the Adminstrator, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Administrator believe an employment agreement can strengthen the Council- Administrator relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Administrator, as the city Administrator of the City ("City Administrator"), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Administrator has agreed to accept employment as the City Administrator, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the City and the Administrator, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

I. Term

- 1.1 **TERM.** The term of this Agreement shall be for a term of 3 years beginning on Oct 1st, 2026 (the "Commencement Date") and ending on Sept 30th, 2029, provided, however, that the term of this Agreement shall be subject to earlier termination by a Unilateral Severance (as defined and set forth in Section 6.4 below) at the pleasure of the Council.
- 1.2 **EXTENSION.** The City may, by action of the Council, and with the consent and approval of the Administrator, extend the term of this Agreement. The City and the Administrator agree to come together and evaluate this contract at the one year until end mark (Sept 30th, 2028.) At this time both parties will attempt to set intentions for a future contract.

II. Employment

2.1 CHIEF EXECUTIVE OFFICER. The Administrator is the chief executive officer of the City and shall faithfully perform the duties of the City Administrator as prescribed in the job description, as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Administrator Duties"). Further, the Administrator shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter, if any; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Admin by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Administrator position.

2.2 DUTIES. The Council does hereby employ Administrator as City Administrator to perform the City Administrator's Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities:

- a. Employ, on behalf of the City, all other employees of the City.
- b. Direct, assign, reassign and evaluate all of the employees of the City.
- c. Organize, reorganize and arrange the staff of the City.
- d. Develop and establish internal regulations, rules, and procedures which the Administrator deems necessary for the efficient and effective operation of the City.
- e. Accept all resignations of employees of the City, except the Administrator's resignation which must be accepted by the Council.

The Administrator shall perform the City Administrator's Duties with reasonable care, diligence, skill and expertise.

2.3 REASSIGNMENT. The Administrator cannot be reassigned from the position of City Administrator to another position without the Administrator's prior express written consent.

2.4 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Administrator or the Administrator's designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Administrator's evaluation, or for purposes of resolving conflicts between individual Council members.

2.5 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Administrator for study and/or appropriate action, and the Administrator shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.

2.6 INDEMNIFICATION. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Administrator from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Administrator the Administrator's individual or official capacity as an employee and as City Administrator, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Administrator, as an employee of the City, acting within the course and scope of the Administrator's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Administrator committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Administrator. The selection of the Administrator's legal counsel shall be with the mutual agreement of the Administrator and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Administrator right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 2.6 shall survive the termination, expiration or other end of this Agreement and/or the Administrator's employment with the City.

2.7 APPROPRIATION. The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

2.8 HOURS OF WORK. The Administrator acknowledges the proper performance of the City Administrator's Duties require the Administrator to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Administrator agrees to devote such additional time as is necessary for the full and proper performance of the City Administrator's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Administrator, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Administrator. The Administrator will devote full time and effort to the performance of the City Administrator's Duties, and shall remain in the exclusive employ of the City during the term of this Agreement; provided that, with the prior consent of the Council, the Administrator may accept outside professional employment which does not interfere with the Administrator performing the City Administrator's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Administrator is compensated and which are performed on the Administrator's time off.

III. Compensation

3.1 SALARY. The City shall provide the Administrator with an annual salary in the sum of one hundred and ten thousand Dollars (\$ 110,000). This annual salary rate shall be paid to the Administrator in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 SALARY ADJUSTMENTS. At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Administrator, but in no event shall the Administrator be paid less than the salary set forth in Paragraph 3.1 of this Agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

3.3 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY. The Administrator may take, at the Administrator's choice, the same number of hours of sick, personal, or berevment as authorized for other administrative employees of the City, the leave to be in a single period or at different times. (However, the city has agreed to provide the Administrator with any and all sick leave or personal leave that was left over at the time of previous stint of employment with the city.) The vacation leave taken by the Administrator will be awarded in the amount of 4 weeks per anual year taken at such time or times as will least interfere with the performance of the City Administrator's Duties. The Administrator shall observe the same legal holidays as provided by the City for its administrative employees.

3.4 BENEFITS - GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Administrator shall be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities.

3.5 INSURANCE – HEALTH. The City agrees to pay the premiums for health, hospitalization, vision, dental and comprehensive medical insurance for the Administrator pursuant to the group health care plan provided by the City for its administrative employees.

3.6 RETIREMENT BENEFIT. The City agrees to enroll the Administrator into the applicable state or local retirement system and to make at least the same level of contributions for the Administrator or on the Administrator's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities.

3.7 Expenses. The City shall pay or reimburse the Administrator for reasonable expenses incurred by the Administrator in the continuing performance of the Administrror's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Administrator for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Administrator shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

3.8 Bonds. The City shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or ordinance.

3.9 Civic Activities. The Administrator is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

IV. PROFESSIONAL GROWTH

4.1 **PROFESSIONAL DUES AND SUBSCRIPTIONS.** The City agrees to budget for and to pay for professional dues and subscriptions of the Administrator necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through the Administrator's continued professional participation, growth and advancement.

4.2 **PROFESSIONAL DEVELOPMENT TRAVEL.** The City agrees to budget for and to pay for travel and subsistence expenses of the Administrator for professional and official travel and meetings to adequately continue the professional development of the Administrator and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Texas Municipal League, the Texas City Management Association, and such other national, regional, state and local governmental groups and committees in which the Administrator is a member.

4.3 **PROFESSIONAL CONTINUING EDUCATION.** The City also agrees to budget for and to pay for travel and subsistence expenses of Administrator for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the Administrator's professional development.

V. PERFORMANCE EVALUATION

5.1 **EVALUATION PROCESS.** The Council shall review the Administrator's job performance at least once annually with the first review being in July 2026, and subsequent annual reviews to occur during the month of July of each year thereafter unless the parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Council and the Administrator. The Council shall provide the Administrator a reasonable and adequate opportunity to discuss with the Council and/or respond to the Administrator's evaluation.

5.2 **CONFIDENTIALITY.** Unless the Administrator expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Administrator shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Administrator from sharing the content of the Administrator's evaluation with their respective legal counsel.

5.3 **MODIFICATION OF EVALUATION PROCESS.** In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Administrator shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. TERMINATION

- 6.1 **TERMINATION EVENTS.** This Agreement shall terminate upon any of the following:
- a. Mutual agreement of the Council and Administrator in writing and signed by them;
 - b. Retirement or death of the Administrator;

- c. Termination of Administrator's Employment for "good cause" (as defined in Paragraph 6.2 below);
- d. A Unilateral Severance (as defined and set forth in Section 6.3 below); or,
- e. Expiration of the term of this Agreement.

6.2 **"GOOD CAUSE"**. For purposes of this Agreement the term "good cause" is defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Administrator under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the City Administrator involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Administrator's official duties hereunder.
- (c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Administrator of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Administrator in his official capacity.

6.3 **UNILATERAL SEVERANCE.** As one of the termination events specified above in Paragraph 6.1, the Council may end the employment relationship and terminate this Agreement, at the pleasure of the Council, whether with or without good cause, upon written notice to the Administrator as specified below and payment to the Administrator of the Severance Amount (as defined below), the Severance Benefits (as defined below) and the Current Obligations (the "Unilateral Severance"). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Administrator at least thirty (30) days in advance of the effective date of such termination, which specifies: (aa) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph 6.3 of the Agreement, (bb) the effective date of the Unilateral Severance ("Severance Effective Date"), and (cc) the City's commitment to pay the Severance Amount (including a specific line item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. On or before the Severance Effective Date, the Administrator may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by the Administrator, provided that the total Severance Amount must be paid and payable on or before the first anniversary of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

The "Severance Amount" means the total amount of: (a) an amount equal to the value of 6 months salary + 6 months health benefits, plus (b) the value of any accrued but unused vacation and sick/personal leave days, computed on an hourly basis determined by dividing the Administrator's then current annual salary by 2080 hours. The "Severance Benefits" means, at the City's expense: (i) continued health insurance

benefit pursuant to Paragraph 3.5 of the Agreement, for a period of six months or if sooner, until the Administrator obtains other full time employment and coverage through a group health insurance plan from the Administrator's new employer; and The "Current Obligations" includes all salary and benefits under this Agreement payable or otherwise owing by City to Administrator through and including the Severance Effective Date.

Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the Administrator waives and releases the Administrator's rights to continued employment with the City and the parties waive and release the right to an arbitration hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

VII. GENERAL PROVISIONS

7.1 **COMPLETE AGREEMENT.** This Agreement sets forth and establishes the entire understanding between the City and the Administrator relating to the employment of the Administrator by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7.2 **BINDING EFFECT.** This Agreement shall be binding on the City and the Administrator as well as their heirs, assigns, executors, personal representatives and successors in interest.

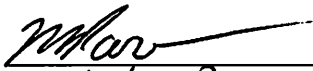
7.3 **SAVINGS CLAUSE.** If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 **CONFLICTS.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

7.5 **CONTROLLING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Wilson County, Texas, unless otherwise provided by law.

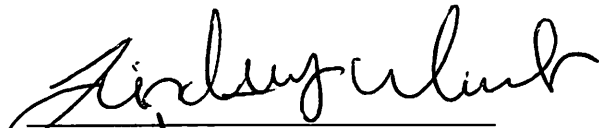
CITY OF La Vernia, TEXAS

Mayor:


Martin Poore

Executed this the 15 day of Sept, 2025.

CITY ADMINISTRATOR:


Lindsey Wheeler

Executed this the 15 day of Sept, 2025.

RESOLUTION NO. R100925-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH M/I HOMES OF SAN ANTONIO, LLC AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH M/I HOMES OF SAN ANTONIO, LLC.

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

WHEREAS, the City of La Vernia will benefit from the agreement with M/I Homes of San Antonio, LLC as described in **Attachment A**; and

WHEREAS, M/I Homes of San Antonio, LLC (the “Developer”) has proposed to develop a subdivision consisting of approximately 75 residential lots on approximately 77 acres located off U.S. Highway 87, adjacent to Witte’s BBQ Restaurant, within the City of La Vernia’s extraterritorial jurisdiction (ETJ); and

WHEREAS, the City and the Developer have negotiated the terms and conditions of a Conditional Water Service Agreement that sets forth the requirements for the provision of water service, including construction of infrastructure, payment of impact fees, and dedication of easements; and

WHEREAS, the City Council of La Vernia, Texas finds it to be in the best interest of the City to have this agreement with M/I Homes of San Antonio, LLC for Conditional Water Service Agreement;

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

SECTION 1. City Council of La Vernia authorizes the City Administrator to sign an Conditional Water Service agreement with M/I Homes of San Antonio, LLC (the “Developer”).

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

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

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

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this 09th day of October 2025.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A



Conditional Water Service Agreement

This Conditional Service Agreement ("Agreement") is made and entered into as of the 7 day of October, 2025, by and between the **City of La Vernia, Texas** (the "City") and **M/I Homes of San Antonio, LLC** (the "Developer"), regarding the provision of municipal water service to a proposed subdivision located in the City's extraterritorial jurisdiction (ETJ).

Recitals

WHEREAS, the Developer proposes to subdivide approximately **77 acres located off U.S. Highway 87 adjacent to Witte's BBQ Restaurant**, currently owned by **Lewis Robert L III & Shawn Michele Lein, Witte William J, and Lewis Shannon L, et al.**, according to the Wilson County Appraisal District records as of September 2, 2025; and

WHEREAS, the Developer requests that the City provide water service to approximately **75 residential lots** within the proposed subdivision; and

WHEREAS, the City has completed a preliminary review of the proposed subdivision and agrees to provide such water service **conditional upon compliance with the terms set forth below**;

NOW, THEREFORE, the City and Developer agree as follows:

1. Water Infrastructure Requirements

1.1 The Developer shall design and construct, at its sole cost, a minimum **8-inch water line bored across U.S. Highway 87**. The City reserves the right, upon further review with the Public Works Director, to require a larger water line if system demands so indicate.

1.2 The Developer shall submit all water infrastructure plans and specifications for review and approval by the City prior to installation. All water facilities shall be subject to City inspection during construction to ensure compliance.

1.3 Upon completion and acceptance by the City, ownership of all internal water lines shall be transferred to the City.

1.4 The Developer shall dedicate a minimum **15-foot easement** around all water lines and along all roadway frontages within the subdivision.

2. Impact Fees

The Developer shall pay the City's current **2025 water impact fee of \$5,990 per lot** for all lots receiving City water service.

2.1 Submittal and Approval. The developer shall submit the **water utility plan set** for the Project to the City for review. The City will review and either approve the plans or return comments. Upon satisfaction of all comments, the City will issue **written plan approval ("Plan Approval")**.

2.2 Calculation and Invoicing. After Plan Approval and upon Developer's request to start construction of the public water line improvements, the City will calculate applicable **water (and, if applicable, wastewater) impact fees** in accordance with the City Code and issue an **invoice** stating the total amount due ("**Impact Fee Invoice**").

2.3 Due and Payable Prior to Permit. The impact fees stated in the Impact Fee Invoice shall be **due and payable prior to, and as a condition of, the City's issuance of the construction permit** for the public water line improvements ("**Water Line Permit**"). Developer shall deliver payment to the City **before** the Water Line Permit is issued. Upon the City's **receipt of full payment** and satisfaction of all other permit prerequisites (e.g., bonds, insurance, right-of-way approvals), the City will issue the Water Line Permit.

2.4 No Waiver; Adjustments. Acceptance of installment or staged submittals does not waive the requirement that **full impact fees be paid prior to permit issuance**. If material plan revisions change meter sizes, service areas, or other fee determinants, the City may **recalculate** impact fees and issue a revised invoice, and the **revised amount** shall be due prior to permit issuance.

2.5 Fee Rate Lock: The impact fee **rates in effect as of the date of Plan Approval** shall apply if the City receives payment **within 120 days** after Plan Approval. Thereafter, the then-current adopted rates shall apply.

2.6 Method of Payment. Payment shall be made by **check or debit/ credit card**, payable to the **City of La Vernia**, referencing the Project and the Impact Fee Invoice number.

3. Well Site Requirements

3.1 The Developer shall dedicate to the City a **100-foot by 100-foot well site**, location to be mutually agreed upon by the City and Developer.

3.2 The Developer shall grant a **300-foot by 300-foot sanitary control easement** (150-foot radius in all directions) around the well site.

3.3 The Developer shall assign to the City all **water rights** associated with the sanitary control easement and all property receiving City water service.

3.4 **Water Service Contingency.** Water service to the subdivision shall not be contingent on the well being constructed on the dedicated well site. The City shall retain responsibility for constructing the well, and the Developer shall have no obligation beyond dedicating the well site, sanitary control easement, and water rights as described in this Section.

4. Enforcement, Termination & Sunset

4.1 The City reserves the right to **withhold, delay, suspend, or terminate water service** if the Developer fails to comply with any provision of this Agreement.

4.2 Failure to complete the required infrastructure improvements to City standards shall constitute grounds for termination of this Agreement.

4.3 In the event the Developer fails to pay all impact fees, construct improvements as required, or transfer ownership/easements to the City, the City shall have **no obligation** to provide service to any lot within the subdivision.

4.4 Termination of this Agreement shall not preclude the City from pursuing any and all remedies available under Texas law, including recovery of costs incurred by the City due to non-compliance.

4.5 Sunset Clause. This Agreement shall automatically expire **twenty-four (24) months from the date of execution** unless all required infrastructure improvements and conditions have been fully satisfied and accepted by the City. Extensions may only be granted in writing by the City Council.

5. Miscellaneous

5.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

5.2 **Severability.** If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

5.3 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior negotiations or representations.

5.4 **Amendments.** This Agreement may only be amended in writing, executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Conditional Service Agreement as of the date first written above.

CITY OF LA VERNIA, TEXAS

By: _____

Mayor / City Administrator

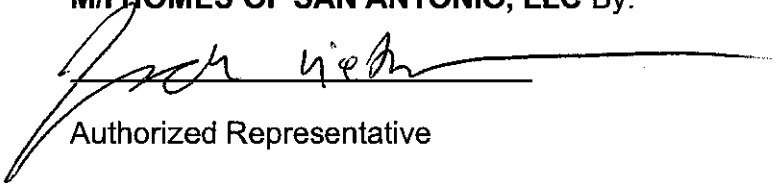
Date: _____

STATE OF TEXAS § COUNTY OF WILSON §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, in the capacity of Mayor / City Administrator for the City of La Vernia, Texas, a municipal corporation, on behalf of said municipality.

Notary Public, State of Texas
My Commission Expires: _____

M/I HOMES OF SAN ANTONIO, LLC By:


Authorized Representative

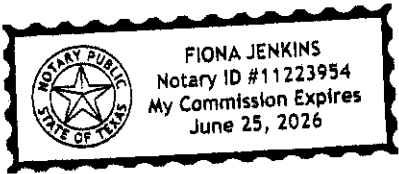
Date: 10-7-25

STATE OF TEXAS § COUNTY OF Bexar §

This instrument was acknowledged before me on the 7th day of October, 2025, by Zachary Wiedower, in the capacity of Director of Land of M/I Homes of San Antonio, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

My Commission Expires: 6/25/2026



RESOLUTION NO. R100925-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO A LEASE WITH HE-JUAN TONG & LEI GUO & HEFEN TONG AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A LEASE WITH HE-JUAN TONG & LEI GUO & HEFEN TONG.

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

WHEREAS, the City of La Vernia will benefit from the lease with He-Juan Tong & Lei Guo & Hefen Tong as described in **Attachment A**; and

WHEREAS, He-Juan Tong, Lei Guo, and Hefen Tong (the “Lessor”) are the owners of approximately 1.0693 acres of land and have agreed to lease the rights to produce and develop groundwater to the City under the terms set forth in the Groundwater Lease attached hereto as Exhibit A; and

WHEREAS, the City Council of La Vernia, Texas finds it to be in the best interest of the City to have this lease with He-Juan Tong, Lei Guo, and Hefen Tong for the purpose of securing water resources for the benefit of its residents;

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

SECTION 1. City Council of La Vernia authorizes the City Administrator to sign an Groundwater Lease with He-Juan Tong & Lei Guo & Hefen Tong (the “Lessor”).

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

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

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

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

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

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

PASSED AND ADOPTED, this 09th day of October 2025.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

GROUNDWATER LEASE

THIS GROUNDWATER LEASE ("Lease") is made and entered into as of _____, 2025 (the "Effective Date"), by and between **He-Juan Tong & Lei Guo & Hefen Tong** ("Lessor") and the **City of La Vernia**, a general law municipality ("Lessee"). Lessor and Lessee may be referred to herein, individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS

The following terms shall have the meanings set forth below when used in this Lease:

"assignment" is defined in Section 8.1 of this Lease.

"Commercial Quantities" means the ability to produce Groundwater from the Wells developed by Lessee on the Leased Premises in quantities sufficient to meet Lessee's municipal water supply needs, as determined by Lessee in its reasonable discretion.

"District" means the Evergreen Underground Water Conservation District, and any successor to such agency.

"Environmental Protection Laws" means any and all applicable local, state, and federal environmental laws and any amendments to such statutes; any regulations promulgated under such statutes; or any other environmental statutes or regulations, whether now in force or enacted after the Effective Date of this Lease, administered by the U.S. Environmental Protection Agency, the U.S. Department of Transportation, the U.S. Coast Guard, the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service, the National Oceanic and Atmospheric Administration, the Department of Commerce, the Department of the Interior, the Council on Environmental Quality, the Texas Parks & Wildlife Department, the General Land Office, the Texas Water Commission, the Texas Air Control Board, the Railroad Commission of Texas, the Texas Department of Health, the Texas Commission on Environmental Quality, or any successor to any such governmental agency.

"Extended Term" is defined in Section 3.3 of this Lease.

"Groundwater" means the underground, percolating, artesian, and other waters beneath the surface of the earth in any subsurface water-bearing reservoir.

"Lease Payments" is defined in Section 4.2(b) of this Lease.

"Leased Premises" is defined in Section 2.1 of this Lease.

"Pay Period" is defined in Section 4.2(a) of this Lease.

"Primary Term" is defined in Section 3.1 of this Lease.

"Reservation Fee" is defined in Section 4.1(a) of this Lease.

“TCEQ” means the Texas Commission on Environmental Quality, and any successor to such agency.

“Well(s)” means water wells constructed for the purpose of producing Groundwater.

“Well Site” means an area within the Leased Premises not to exceed one acre in size, to be configured to the extent feasible in the shape of a rectangle or square, the location of which has been coordinated with and approved by Lessor, which approval shall not be unreasonably denied or withheld, or delayed, in which Lessee shall be allowed to drill and operate Wells.

2. GRANTING CLAUSE, WELL SITE, WARRANTY OF TITLE, AND RESERVATIONS

2.1 Granting Clause. Lessor, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged, and the other covenants, agreements and obligations of Lessee herein contained, and upon the conditions and with the limitations hereinafter set forth and contained, hereby leases and lets unto the said Lessee that certain 1.0693 acres of land located in Wilson County, Texas, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the “**Leased Premises**”) for the following purposes: (a) exclusive rights in exploring, investigating, conducting geologic, hydrogeologic and geophysical surveys and tests, drilling, operating for, producing, withdrawing, capturing, owning, and conveying all right, title and interest in and to the Groundwater; and (b) rights to submit application(s) for and complete the administrative process necessary for Lessee to obtain the necessary permit(s) to drill for, develop, produce, and withdrawal the Groundwater from beneath the Leased Premises.

2.2 Well Site. The well site will be located on Lessee’s property. No equipment is to be located on Lessor’s property.

2.3 Special Warranty of Title; Quiet Enjoyment. Lessor warrants and agrees to defend title to the Groundwater underlying the Leased Premises by, through and under Lessor, but not otherwise. Lessor covenants that Lessee shall peaceably and quietly hold and enjoy the Groundwater while this Lease remains in effect without hindrance from Lessor or any party claiming by, through or under Lessor.

2.4 Reservations. This Lease is granted subject to the following exceptions and reservations:

(a) **Surface Uses.** Without destroying the intended purpose of this Lease, Lessor retains the right for the full and complete enjoyment and use of the Leased Premises for any and all purposes, except for the uses specifically granted to Lessee pertaining to the Groundwater.

3. TERM

3.1 Primary Term. Subject to the other provisions contained herein, in consideration of the Reservation Fee, this Lease shall be for a primary term of ten (10) years (the “Primary Term”) for the purpose of exploration and development to determine if Groundwater can be produced from the Lease Premises in Commercial Quantities. The Primary Term shall automatically expire on the eleventh anniversary date after the date this Lease is signed UNLESS, (i) the Parties extend the Primary Term pursuant to the terms of this Lease or an amendment thereto, or (ii) the Lessee has commenced production of Groundwater in Commercial Quantities.

3.2 Commercial Quantities. If production of Groundwater in Commercial Quantities is not viable, this Lease shall terminate upon written notice from Lessee, and Lessee shall remove all of its equipment and materials from the Leased Premises at its own expense. If production of Groundwater in Commercial Quantities is viable, Lessee shall proceed with its activities to produce Groundwater in Commercial Quantities. If Lessee is engaged in drilling or reworking operations on the Leased Premises at the end of the Primary Term, or has a duly licensed water well driller under contract to commence drilling a Well, to the extent there is a gap between the end of the Primary Term and the commencement of production of Groundwater in Commercial Quantities, the Lessee may extend the Primary Term for up to one (1) year by providing written notice to Lessor (the “Extended Primary Term”). If Lessee fails to commence production of Groundwater in Commercial Quantities by the end of the Extended Primary Term, this Lease shall automatically terminate. Lessee shall timely notify Lessor of the commencement of Commercial Production.

3.3 Extended Term. Subject to the other provisions contained herein, this Lease shall continue in full force and effect so long as Groundwater is being produced in Commercial Quantities (“Extended Term”). Notwithstanding the foregoing in this Section 3.3, this Lease shall continue in full force and effect when production in Commercial Quantities is not possible due to (i) drought conditions, (ii) a lawful order limiting or curtailing production issued by a court of competent jurisdiction or governmental entity with jurisdiction over the production of groundwater, (iii) Lessee is in the process of obtaining or renewing necessary governmental approval or authority, including without limitation any license or permit, authorizing Groundwater production, or (iv) Lessee is in the process of repairing, redrilling or deepening a well for the purpose of continuing groundwater production. Lessee must exercise reasonably due diligence when repairing, redrilling or deepening a well.

4. COMPENSATION

4.1 Compensation. As of the Effective Date and as full consideration for this Agreement, Lessee shall use the Existing Water Facilities to provide up to one million (1,000,000) gallons of water per year to Lessor for the purpose of providing domestic water services to the residence located on the Leased Premises.

4.2 Measurement. Lessee shall accurately meter and measure all Groundwater removed from the Leased Premises. Upon Lessor’s written request, Lessee agrees to furnish Lessor copies of any and all water analyses, gauge reports, meter tests, and any other information reasonably

requested by Lessor associated with the measurement, testing, sampling, or other analysis of Groundwater production from the Leased Premises within thirty (30) days from Lessee's receipt of Lessor's written request.

4.3 Right to Inspect Records. Lessor, at Lessor's sole cost, expense, and risk, shall have the right at all reasonable times, upon reasonable notice, personally or by representative, to inspect, audit and copy the books, accounts, contracts, records and data of Lessee pertaining to the exploration, development, production, operation, saving, transportation, and sale of Groundwater from the Leased Premises.

5. TERMINATION

5.1 Release upon Termination. Upon termination of this Lease for any reason, Lessee shall execute, record and deliver to Lessor a release of this Lease.

5.2 Voluntary Release. Lessee may at any time or from time to time execute, place of record, and deliver to Lessor a release or releases of this Lease as to all or any part of the Leased Premises and thereby be relieved from all obligations as to the released acreage except as to obligations and liability then accrued.

6. TAXES, FEES AND OTHER ASSESSMENTS

Lessee shall pay when due any user fees, well registration fees, or other like fees when due to applicable governmental authority having jurisdiction, including any District fees and assessments for its interest in the Groundwater. Lessor will remain responsible for payment of ad valorem and similar taxes assessed against Lessor's interest in the Leased Premises. Lessee shall have the right, but not the obligation, to initiate and prosecute any administrative proceedings relating to the Groundwater rights leased herein, including, but not limited to, (i) contesting any fees assessed to or levied upon the Leased Premises pursuant to Groundwater withdrawal rights, or (ii) protesting, defending or preserving the rights to withdraw Groundwater.

7. COMPLIANCE WITH LAWS

All authorized activities conducted pursuant to this Lease will be at the sole risk and cost of Lessee. Lessee shall conduct its operations on the Leased Premises in compliance with all applicable laws (including Environmental Protection Laws), permitting requirements, rules, and regulations of local, state and federal agencies, regulatory commissions, and other governmental or regulatory authorities having jurisdiction over Lessee's operations, including without limitation those of the TCEQ and the District.

8. ASSIGNMENT

8.1 Assignment. The rights hereby granted to Lessee under this Lease shall be assignable by Lessee to any third party without requiring the prior written consent of Lessor. Any assignee of Lessee shall, by acceptance of such assignment, be bound by all terms and provisions hereof. The term "assignment", as used herein, shall include, without limitation, any sublease,

farmout, operating agreement, assignment, or any other agreement by which any share of the operating rights granted by this Lease are assigned or conveyed, or agreed to be assigned or conveyed, to any other party.

8.2 “Lessee” Includes Successors. It is expressly agreed that all references to “Lessee” in this Lease shall mean, include, and apply to the named Lessee and all parties claiming any interest or interests in this Lease by, through or under said original Lessee.

9. GROUNDWATER CONSERVATION DISTRICT

9.1 Evergreen Underground Water Conservation District. The Parties acknowledge that the Leased Premises is located within the jurisdictional boundaries of, and subject to the regulatory jurisdiction of, the Evergreen Underground Water Conservation District (the “District”).

9.2 District Regulation. Both Lessor and Lessee are subject to the lawful exercise of the jurisdiction and regulatory powers of the District, including pursuant to (i) Chapter 36, Texas Water Code, (ii) the District’s enabling legislation codified as Chapter 8863, Texas Special District Local Laws Code, and (iii) the District’s lawfully adopted Rules and Management Plan, all as the same may be amended from time-to-time.

9.3 Permits. Prior to drilling any non-exempt Well(s) or producing any groundwater for a non-exempt purpose, pursuant to this Agreement, Lessee agrees to obtain any and all permits and authorizations required by the District, and to pay all fees, payments and expenses associated with such permits and authorizations. Lessor agrees to cooperate with Lessee in its applications for, and hearings relating to, any governmental approval or authority necessary to acquire any and all permits and authorizations required to produce the Groundwater from the Leased Premises. In the event that any necessary governmental approval or authority, including without limitation any license or permit, cannot be procured by Lessee after reasonable efforts, Lessee in its sole and absolute discretion, may terminate this Lease.

10. SANITARY CONTROL EASEMENT

Lessor does hereby grant unto Lessee the right to designate sanitary control easements around each Well drilled and operated by Lessee in its development of the Groundwater. Each sanitary control easement shall consist of a tract in the form of a circle having a radius of one hundred fifty feet (150') surrounding and centered on each completed Well located within the Well Site. Any sanitary control easement will contain then applicable restrictions on use as set out by TCEQ at the time of the request. Upon request by Lessee, Lessor agrees to execute a separate instrument entitled "Sanitary Control Easement" with content required by TCEQ. The Parties further agree that (i) the Sanitary Control Easement may extend beyond the perimeter of the Well Site where the Well is located and (ii) the Sanitary Control Easements may be enlarged from time-to-time if required to comply with any applicable law, rule or regulation of any governmental authority with jurisdiction over Lessee’s development of the Groundwater.

11. PROTECTION OF SURFACE

11.1 Notice of Operations. Prior to commencing drilling operations for any new Well, Lessee shall notify Lessor of such operations. Such notice will be given at least fourteen (14) days prior to entry onto the Leased Premises for purposes of such drilling operations. Lessee agrees to cooperate and consult with Lessor in all its operations on the surface estate of the Leased Premises so that Lessee's operations will interfere as little as possible with the use of the surface and to avoid any adverse impacts to the ongoing or future surface developments by Lessor or its assigns. Further, Lessee shall consult with Lessor, or Lessor's representative prior to designating the locations of drill sites, flowlines, and other lease facilities to be placed on the Leased Premises, taking into consideration Lessor's use of the surface in designating such locations. In addition, Lessee will use its best efforts, consistent with current practices and available drilling technologies, to locate drill sites in accordance with a plan that will minimize the amount of surface acreage that must be used and occupied by Lessee in its drilling on and development of the Leased Premises.

12. MISCELLANEOUS

12.1 Choice of Law and Venue. This Lease shall be governed by and construed under the Laws of the State of Texas. The rights and obligations of the parties hereunder shall be performable in the county in which the Leased Premises are located, and any suit brought as a result of or arising out of this Lease must be filed in the state district courts of such county, the parties hereto having irrevocably chosen such county as the exclusive venue for all suits.

12.2 Payments. All payments required under this Lease to be made to Lessor may be paid directly to Lessor.

12.3 Notices. Any notice to be given hereunder by either Party to the other Party shall be in writing and may be affected by personal delivery, by facsimile, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when received by facsimile or e-mail, if available, or by personal delivery, or three days after deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to Lessor shall be addressed:

Rice To Go,

Any such notice mailed to Lessee shall be addressed:

City of La Vernia
P.O. Box 225
102 E. Chihuahau St.
La Vernia, Texas 78121

Either Party may change the address or facsimile number for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

12.4 Attorneys' Fees. Should either party be required to resort to legal action to enforce any of its rights under this Lease, the prevailing party in any such dispute shall be entitled to reimbursement from the other party for reasonable attorneys' fees, court costs, and other legal expenses actually incurred in enforcing such rights.

12.5 Binding on Successors and Assigns. All the terms, provisions, agreements and obligations of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors, sublessees and permitted assigns. The masculine pronoun, as used herein, shall include the feminine and neuter, and vice versa; and, when appropriate, the singular shall include the plural, and vice versa.

12.6 Multiple Counterparts. This Lease may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the parties hereto had executed each counterpart. The parties specifically agree that the execution and acknowledgment pages from the several counterparts may be aggregated into one counterpart for recordation and other purposes.

12.7 Memorandum of Lease. Lessor and Lessee will execute a Memorandum of Lease in the form set forth on **Exhibit C** attached hereto for recording in the records of the county in which the Leased Premises are situated, to give record notice of this Lease.

12.8 Notice of Default. Except as otherwise provided herein, in the event of Default by either Party, the non-defaulting Party must give the defaulting Party written notice specifying the event of Default (the "Notice"). If the defaulting Party fails to commence efforts to cure the default within sixty (60) calendar days after receipt of the Notice, and thereafter to diligently pursue such cure until complete, then the non-defaulting Party may terminate this Lease, or pursue all legal or equitable remedies against the defaulting Party. Notwithstanding the foregoing of this Section 12.8, if the nature of the default is such that it cannot reasonably be cured within sixty (60) days, the defaulting Party shall not be deemed to be in default if it commences the cure within such period and diligently pursues the cure to completion.

12.9 Headings. The headings of sections and paragraphs in this Lease are for convenience only and shall not be considered a part of this Lease or considered in interpretation or construction of any provision of this Lease.

12.10 Savings. In the event any one or more covenants, clauses or provisions of this Lease shall be held invalid or illegal, such invalidity or unenforceability shall not affect any other provisions of this Lease.

12.11 Time. Time is of the essence with respect to all obligations under this Lease. All deadlines set out herein shall be strictly construed without considering weekends or legal holidays.

12.12 Entire Agreement. This writing, together with the exhibits hereto, represents the entire understanding and agreement between Lessor and Lessee regarding the subject matter hereof and all prior communications between such parties regarding such subject matter are superseded

by this Lease. This Lease may only be amended by a subsequent writing executed by both Lessor and Lessee.

[Signatures on following page]

LESSOR:

He-Juan Tong & Lei Guo & Hefen Tong

He Juan Tong
He-Juan Tong

Lei Guo
Lei Guo

Hefen Tong
Hefen Tong

LESSEE:

City of La Vernia

By: Xavier Millan

Name: xavier millan

Title: Asstant City Administrator

EXHIBIT A

Description of Leased Premises

Being 1.0693 acres of land in Wilson County, Texas, a part of the City of La Vernia, Lot 220A and in a deed recorded in Volume 2051, Page 449 of the Deed Records of Wilson County, Texas, and being more particularly described by metes and bounds in a warranty deed dated Septemebr 12, 2018.

EXHIBIT B

Form Memorandum of Groundwater Lease

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

MEMORANDUM OF GROUNDWATER LEASE

This Memorandum of Groundwater Lease (the "Memorandum") is made on this ____ day of _____, 2025 ("Effective Date"), by and between **He-Juan Tong & Lei Guo & Hefen Tong** ("Lessor"), whose address is 1208 10th St, Floresville, Texas 78114 and the **City of La Vernia**, a general law municipality ("Lessee"), whose address is 102 E. Chihuahua St., La Vernia, Texas 78121.

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Groundwater Lease, dated _____, 2025 (the "Lease") regarding that certain 1.069300 acres of land located in Wilson County, Texas, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes ("Property"); and

WHEREAS, the Parties agreed to give notice to the public of the Lease by filing this memorandum of record in lieu of recording the full Lease; and

WHEREAS, both Lessor and Lessee are in possession of a fully executed copy of the full Lease; and

WHEREAS, by way of example only, the Lease addresses such rights of Lessee, including the following:

- (i) Lessor's limited use of groundwater.

NOW, THEREFORE, in consideration of the mutual benefits to accrue to the Parties, Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, the Parties Agree as follows:

AGREEMENT

1. This Memorandum shall be filed of record in the Official Public Records of Wilson County, Texas;
2. The provisions of the Lease are covenants running with the land;
3. Copies of the Lease may be obtained from the Parties.

LESSOR:

He-Juan Tong & Lei Guo & Hefen Tong

He Juan Tong
He-Juan Tong

Lei Guo
Lei Guo

Hefen Tong
Hefen Tong

STATE OF TEXAS §

COUNTY OF Wilson §

This instrument was acknowledged before me on the 7th day of Oct, 2025,
by He Juan Tong Lei Guo.

Jennifer Mair
Notary Public, State of Texas
Notary No. 135029877
My Commission Expires: 8-7-2028

[SEAL]



LESSEE:

City of La Vernia

By: Xavier Millan
Name: Xavier Millan
Title: Assistant City Administrator

4. This Memorandum does not alter, amend, or modify the terms of the Lease, but is executed solely for the purpose of giving notice of the existence of the Lease and the general nature of the terms and conditions therein, which Lease is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

Executed to be effective as of the Effective Date.

[Signatures of following pages]



STATE OF TEXAS §
COUNTY OF Wilson §

This instrument was acknowledged before me on the 7th day of Oct, 2025, by Xavier Millan, acting in the capacity of Assistant City Administrator of the City of La Vernia, on behalf of the City.

Jennifer Mair
Notary Public, State of Texas
Notary No. 135029877
My Commission Expires: 8-7-28

[SEAL]

