City of La Vernia

CITY COUNCIL MEETING

102 E. Chihuahua St., La Vernia, Texas 78121
October 08, 2026
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.** 4th quarter 2026 Investment Report
   - **B.** Minutes from the September 10, 2026 meeting

5. **Proclamations**
   - **A.** Proclamation regarding Domestic Violence

6. **Public Hearing**
   - **A.** The City Council will host a public hearing to discuss and consider action on Ordinance No. 100826-01, a re-zone application for the property described as **A0015 F HERRERA SUR, TRACT 38, 38A, 39, ACRES 215.787 (A-290 TRACT 4 & A-33 TRACT 6)**, requesting to change from the current R-A Residential Agriculture to C-2 General Commercial District.

     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. 100826-01, a re-zone application for the property described as **A0015 F HERRERA SUR, TRACT 38, 38A, 39, ACRES 215.787 (A-290 TRACT 4 & A-33 TRACT 6),** requesting to change from the current zoning R-A Residential Agriculture to C-2 General Commercial District.

7. Discussion Only

A. Discussion surounding amendments to Ch. 38, Zoning regarding landscape standards and tree preservation

8. Resolutions

A. Discuss and consider action on Resolution No. R100826-01 regarding financial assistance from the Texas Water Development Board

B. Discuss and consider action on Resolution No. R100826-02 an amendment to the interlocal agreement between the City of La Vernia and San Antonio River Authority

C. Discuss and consider action on Resolution No. R100826-03 regarding eminent domain for 13521 US HWY 87 W LA VERNIA, TX 78121

D. Discuss and consider action on Resolution No. R100826-04 regarding waste water master plan

9. Items Specific to Future Line Items on the Agenda

10. 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 02, 2026 at 5:00 PM** and remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

_____
Madison Farrow, City Secretary

Quarterly Investment Report-

3rd Quarter

July-September 2026

City of La Vernia, TX

City of La Vernia
3rd Quarter Investment Report
For the Period: July – August – September 2026
Prepared by: Jennifer Mair
Date: October 6, 2026

Wells Fargo Sweep ZBA Investment Summary- MDD

July 1 – July 31, 2026

Pool Name	Beginning Balance	Shares Purchased	Shares Redeemed	Interest	Ending Balance
Stagecoach Sweep	$2,020,667.08	$64,066.78	$174,583.09	$5,615.57	$1,910,150.77

Transaction Detail – July

Transaction Date	Description	Percent	Dividends Earned YTD
07/31/2026	7-Day Simple Yield	3.53324%	$32,827.93

August 1 – August 31, 2026

Pool Name	Beginning Balance	Shares Purchased	Shares Redeemed	Interest	Ending Balance
Stagecoach Sweep	$1,910,150.77	$66,222.09	$120,843.07	$5,602.50	$1,855,829.79

Transaction Detail – August

Transaction Date	Description	Percent	Dividends Earned YTD
08/31/2026	7-Day Simple Yield	3.54021%	$38,430.43

September 1 – September 30, 2026

Pool Name	Beginning Balance	Shares Purchased	Shares Redeemed	Interest	Ending Balance
Stagecoach Sweep	$1,855,529.79	$59,257.34	$50,066.64	$5,619.38	$1,864,720.49

Transaction Detail – September

Transaction Date	Description	Percent	Dividends Earned YTD
09/30/2026	7-Day Simple Yield	3.73691%	$44,049.81

Quarter Summary Statement

The MDD's investment in the Wells Fargo Stagecoach Sweep has performed steadily throughout the third quarter of 2026, with consistent monthly interest earnings. The **average balance for the quarter was approximately $1,876,800.35** and total interest earned during the quarter was **$16,837.45**.

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:

Jennifer Mair

Jennifer Mair
Finance Administrator
Date: October 6, 2026

City of La Vernia
3rd Quarter Investment Report
For the Period: July – August – September 2026
Prepared by: Jennifer Mair
Date: October 6, 2026

TexPool Investment Summary

July 1 – July 31, 2026

Pool Name	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance	Average Balance
Texas Local Government Investment Pool	$2,202,728.54	$0.00	$0.00	$6,825.51	$2,209,554.05	$2,202,948.72

Transaction Detail – July

Transaction Date	Description	Amount	Share Price	Shares Transacted	Total Shares
07/01/2026	Beginning Balance	$2,202,728.54	$1.00	–	2,202,728.540
07/31/2026	Monthly Posting	$6,825.51	$1.00	6,825.510	2,209,554.050

August 1 – August 31, 2026

Pool Name	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance	Average Balance
Texas Local Government Investment Pool	$2,209,554.05	$0.00	$0.00	$6,901.22	$2,216,455.27	$2,209,776.67

Transaction Detail – August

Transaction Date	Description	Amount	Share Price	Shares Transacted	Total Shares
08/01/2026	Beginning Balance	$2,209,554.05	$1.00	–	2,209,554.050

Transaction Date	Description	Amount	Share Price	Shares Transacted	Total Shares
08/31/2026	Monthly Posting	$6,901.22	$1.00	6,901.220	2,216,455.270

September 1 – September 30, 2026

Pool Name	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance	Average Balance
Texas Local Government Investment Pool	$2,216,455.27	$0.00	$134,148.98	$6,847.93	$2,223,303.20	$2,216,683.53

Transaction Detail – September

Transaction Date	Description	Amount	Share Price	Shares Transacted	Total Shares
09/01/2026	Beginning Balance	$2,216,455.27	$1.00	–	2,216,455.270
09/30/2026	Monthly Posting	$6,847.93	$1.00	6,847.930	2,223,303.200

Quarter Summary Statement

The City's investment in the Texas Local Government Investment Pool (TexPool) has performed steadily throughout the third quarter of 2026, with no withdrawals and consistent monthly interest earnings. The **average balance for the quarter was approximately $2,209,802.97** and total interest earned during the quarter was **$20,574.66**.

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:

Jennifer Mair

Jennifer Mair
Finance Administrator
Date: October 6, 2026

City of La Vernia

CITY COUNCIL MEETING

102 E. Chihuahua St., La Vernia, Texas 78121
September 10, 2026
6:30 PM

MINUTES

1. Call to Order

The meeting was called to order at 6:30PM

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

2. Invocation & Pledge of Allegiance

Pastor Bobby Nixon lead the prayer and Mayor Gilbert 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.)

There were no citizens to be heard.

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 08/13/2026 City Council Meeting
B. Minutes from the 08/24/2026 Joint City Council and MDD budget workshop
C. Minutes from the 09/02/2026 Joint City Council and MDD budget workshop
Motion made by Recker, seconded by Rabel to approve as listed, all in favor.

5. Proclamations

A. Proclamation regrading National Night Out
Mayor Gilbert read the Proclamation.
B. Proclamation regarding World Teachers Day
Mayor Gilbert read the Proclamation.

6. Public Hearing

A. The City of La Vernia City Council will hold a Public hearing regarding Ordinance No. 091026-01 adopting the 2026-2027 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. 091026-01 adopting the 2026-2027 Fiscal Year Budget
A.1 Open Public Hearing
The Public hearing was opened @6:35PM.

A.2 Staff Presentation
City Administrator Lindsey Wheeler presented a balanced budget, she stated no significant changes were made sense the last workshop on 09/02/2026.

A.3 Receive Public Comments
There were no public comments.

A.4 Close Public Hearing
The Public Hearing was closed @6:38PM.

A.5 Discuss and consider action on Ordinance No. 091026-01 adopting the 2026-2027 Fiscal Year Budget
Mayor Gilbert stated “I would like to entertain a motion on the FY 2026-2027 Budget”
Recker motioned “I move the City of La Vernia adopt Ordinance No. 091026-01 an ordinance approving and adopting a budget that will raise more revenue from property taxes than last year’s budget by an amount of $22,894.72, which is a 3.86% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is $22,894.72.” seconded by Oates.
City Secretary Madison Farrow took a roll call vote
Mayor Gilbert- for
Dianell Recker- for
Justin Oates- for
Katie Evans- for
Chelsey Ingle- for
Garrett Rabel- for

B. The City of La Vernia City Council will hold a Public hearing regarding Ordinance No. 091026-02 adopting the 2026 Ad Valorem Tax Rate, consisting of Operation and Maintenance and Interest and sinking (Debt Service) Tax Rate.
B.1 Open Public Hearing

B.2 Staff Presentation

B.3 Receive Public Comments

B.4 Close Public Hearing

B.5 Discuss and consider action on Ordinance No. 091026-02 adopting the 2026 Ad Valorem Tax Rate, consisting of Operation and Maintenance and Interest and sinking (Debt Service) Tax Rate.
B.1 Open Public Hearing
The Public hearing was opened @6:40PM.

B.2 Staff Presentation
City Administrator Lindsey Wheeler presented no changes 0.144658 M&O, 0.12780 P&I, 0.272538 total.

B.3 Receive Public Comments
A resident thanked everyone for all of the work done.

B.4 Close Public Hearing
The Public Hearing was closed @6:42PM.

B.5 Discuss and consider action on Ordinance No. 091026-02 adopting the 2026 Ad Valorem Tax Rate, consisting of Operation and Maintenance and Interest and sinking (Debt Service) Tax Rate.
Mayor Gilbert stated “I would like to entertain a motion on the Purpose of Maintenance and Operation rate”

Recker motioned “I move that out of the tax rate of $0.272538 per $100 valuation, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the next year be adopted at $0.144658.” seconded by Oates.

City Secretary Madison Farrow took a roll call vote

Mayor Gilbert- for

Dianell Recker- for

Justin Oates- for

Katie Evans- for

Chelsey Ingle- for

Garrett Rabel- for

Mayor Gilbert stated “I would like to entertain a motion on the Principal and Interest on Debt”

Recker motioned “I move that out of the tax rate of $0.272538 per $100 valuation, the rate that, if applied to the total taxable value, will impose the total amount of principal and interest that will be paid to pay the City’s debts in the next year from property tax revenue, including adjustments for collection, be adopted at $0.127880 since the City has outstanding bonds or debts.” seconded by Oates.

City Secretary Madison Farrow took a roll call vote

Mayor Gilbert- for

Dianell Recker- for

Justin Oates- for

Katie Evans- for

Chelsey Ingle- for

Garrett Rabel- for

Mayor Gilbert stated “I would like to entertain a motion on the Total Tax Rate”
Recker motioned “I move that the City of La Vernia adopt Ordinance No. 091125-02, an ordinance adopting a tax rate of $0.272538 per $100 valuation for use and support of the municipal government of the City of La Vernia, Texas for the 2026-2027 fiscal year.” seconded by Oates.

City Secretary Madison Farrow took a roll call vote

Mayor Gilbert- for

Dianell Recker- for

Justin Oates- for

Katie Evans- for

Chelsey Ingle- for

Garrett Rabel- for

7. Discussion/Action

A. Discuss and consider action on the FY 26-27 Holiday schedule
City Administrator Lindsey Wheeler stated there are no proposed changes to last years.
Motion made by Recker, seconded by Rabel to approve the FY 26-27 Holiday schedule, all in favor.

B. Discuss and consider action on the 26-28 Pay Scale
City Administrator Lindsey Wheeler stated there are no changes from the workshop where it was reviewed.
Motion made by Recker, seconded by Evans to approve the 26-28 Pay Scale, all in favor.

C. Discuss and consider action on the Budget Policy
Finance Administrator Jennifer Mair stated there are no changes made to the Budget Policy.
Motion made by Oates, seconded by Recker to approve the Budget Policy, all in favor.

D. Discuss and consider action on the Fund Policy
Finance Administrator Jennifer Mair stated there are no changes made to the Fund Policy.
Motion made by Recker, seconded by Rabel to approve the Fund Policy, all in favor.

E. Discuss and consider action on the Investment Policy
Finance Administrator Jennifer Mair stated there are no changes made to the Investment Policy.
Motion made by Rabel, seconded by Recker to approve the Investment Policy, all in favor.

8. Discussion Only

A. Discussion surounding amendments to Ch. 38, Zoning regarding landscape standards and tree preservation
City Administrator Lindsey Wheeler spoke on the several proposed changes.
The council asked questions and state they would like to see this back on the next agenda for discussion.

9. Resolutions

A. Discuss and consider action on Resolution R091026-01 a Professional Services Agreement with King Fish Developmnt, LLC
Rob Killen presented on behalf of KIngFish, he stated this would give money to the city to pay for legal fees.
Oates asked if this would bind us to anything? Rob stated no.
Motion made by Oates, seconded by Evans to approve Resolution R091026-01 a Professional Services Agreement with King Fish Development, LLC , all in favor.

B. Discuss and consider action on Resolution No.091026-02 regarding the fee schedule for FY 26-27

City Administrator Lindsey Wheeler stated no changes have been made sense the 09/02/2026 workshop.

Motion made by Recker, seconded by Rabel to approve Resolution No.091026-02 regarding the fee schedule for FY 26-27, all in favor.

C. Discuss and consider action on Resolution No.091026-03 regarding Wells Fargo additional one-year extension

10. Ordinances

A. Discuss and consider action on Ordinance No. 091026-03 authorizing the city's combination tax and limited pledge revenue certificates of obligation, series 2026 in the maximum amount of $2,500,000, for the purposes set forth in the city's notice of intention, payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the city, and a pledge of certain revenues of the city's waterworks and sewer utility system; and other matters in connection therewith

Victor from Specialized Public Finance presented, he handed council a presentation as well. He gave results of the bid that opened today, with 4.16% being the lowest. He recommends the city accept this rate.

Motion made by Recker, seconded by Evans to approve Ordinance No. 091026-03 authorizing the city's combination tax and limited pledge revenue certificates of obligation, series 2026 in the maximum amount of $2,500,000, for the purposes set forth in the city's notice of intention, payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the city, and a pledge of certain revenues of the city's waterworks and sewer utility system; and other matters in connection therewith, all in favor.

11. Executive Session

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 Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.087 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.

The City Council did not go into executive session.

12. Items Specific to Future Line Items on the Agenda

- Discuss the landscape Ordinance

- Tractor Supply replat/rezone

-PDD, council would like this in a workshop

13. Adjourn

Motion made by Oates, seconded by Rabel to adjourn at 7:29PM, 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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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 04, 2026 at 5:00 PM** and remained so posted continuously for at least 3 business days proceeding the scheduled time of said meeting.

_____

Madison Farrow, City Secretary

Proclamation
Domestic Violence Awareness Month 2026

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 answered **1,675 crisis calls and provided 7,513 services to survivors from September 2025 to August 2026** 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, Gary Gilbert, 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 8th Day of October 2026

_____
Gary Gilbert, Mayor

Attest:

_____
Madison Farrow, City Secretary

ORDINANCE NO. 100826-01

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING ZONING CODE CHAPTER 38 AND THE CITY'S OFFICIAL ZONING MAP PROVIDING FOR THE CHANGE OF ZONING DISTRICT CLASSIFICATION FROM PRESENT CLASSIFICATION OF (R-A) RESIDENTIAL AGRICULTURE TO (C-2) GENERAL COMMERCIAL DISTRICT FOR THE PROPERTY DESCRIBED AS A0015 F HERRERA SUR, TRACT 38, 38A, 39, ACRES 215.787, (A-290 TRACT 4 & A-33 TRACT 6); AND PROVIDING FOR 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, Chapter 38 of the City of La Vernia Code of Ordinances which constitutes the City's zoning code requires property to be zoned in accordance with proper designations as defined by this ordinance; and

WHEREAS, an application has been filed with the City of La Vernia Planning and Zoning Commission to re-zone properties as more particularly described herein ("Property"); and

WHEREAS, the Property has been zoned as (R-A) Residential Agriculture; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia provided adequate notice and held a public hearing in accordance with Chapter 38 Zoning and has considered the re-zoning of properties specified herein; and

WHEREAS, the Planning and Zoning Commission of the City of La Vernia has recommended approval for the re-zoning of the designated property to (C-2) General Commercial District and has confirmed that the re-zoning is uniform and conforms to the plan and design of the City of La Vernia's Zoning code; and

WHEREAS, the City Council of the City of La Vernia has also held a public hearing regarding the re-zoning of the affected property and has issued adequate notice to all the affected parties; and

WHEREAS, the City Council of the City of La Vernia believes the re-zoning of the affected property will not adversely affect the character of the area of the neighborhood in which it is proposed to be located; will not substantially depreciate the value of adjacent or nearby properties; will be in keeping with the spirit and intent of the City's Zoning code; will comply with applicable standards of the district in which located; and will not adversely affect traffic, public health, public

utilities, 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. Chapter 38 and the City's Zoning Map of the City of La Vernia, Texas are hereby amended as follows:

Change of Zoning District Classification from the present classification of R-A Residential Agriculture to C-2 General Commercial District for the following property:

A0015 F HERRERA SUR, TRACT 38, 38A, 39, ACRES 215.787, (A-290 TRACT 4 & A-33 TRACT 6)

SECTION 2. The caption of this ordinance shall be published one (1) time in a newspaper having general circulation in the City of La Vernia, Texas.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, ON THIS 8TH DAY OF OCTOBER, 2026.

_____
Gary Gilbert, Mayor
City of La Vernia

ATTEST:

_____
Madison Farrow, City Secretary
City of La Vernia

APPROVED AS TO FORM:

_____
City Attorney's Office

ATTACMENT A

Date Received _____
Permit/Receipt No. _____
Fee Paid _____

City of La Vernia
Zoning Change Application
102 E. Chihuahua Street
P.O. Box 225, La Vernia, TX 78121
(830) 779-4541 ▪ Metro/Fax (830) 253-1198

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

Name FLP Development LLC c/o TKC CCCLXXXVII, LLC

Mailing Address P.O. Box 10, La Vernia, TX 78121

Telephone 704-365-6000 Fax _____ Mobile _____ Email wfulton@thekeithcorp.com

Property Address/Location _____ Hwy 87, La Vernia, TX (see site map)

Legal Description
Name of Subdivision La Vernia TSC (Lot 1, Block 1), Acres 6.512

Lot(s) 1 Block(s) 1 Acreage 6.512

Existing Use of Property Vacant Land

Proposed Use of Property (attach additional or supporting information if necessary) New Tractor Supply Company store (23,729 SF Building w/25,000 SF Fenced Outdoor Display, 3,000 SF Trailer & Equipment Displa and 4,090 SF Sidewalk Display Area)

Zoning Change Request: Current Zoning R-A Proposed Zoning C-2

If "PDD Planned Development District", check if: Concept Plan N/A *or* Detail Plan N/A

Reason for request (please explain in detail and attach additional pages if needed) The proposed zoning (C-2) will allow a new Tractor Supply Company (TSC) prototoype store.

Attachments:

X Accurate metes and bounds description of the subject property (or other suitable legal description)

X Survey exhibit and other appropriate exhibits as deemed necessary by the city including, but not limited to, site plans, maps, architectural elevations, and information about proposed uses.

X Notarized statement verifying land ownership and if applicable, authorization of land owner's agent to file the zoning change request.

A denied application is ineligible for reconsideration for one year.

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

Jeffrey Pickler Mgr. 9-3-26

Signature of Owner(s)/Agent **Date**

For Office Use Only

Date of Publication _____
Date of 200 Ft Notices _____
Ordinance No. _____

Date of P&Z Public Hearing _____
Date of Council Public Hearing _____
Approved _____ Denied _____

NOTARY PUBLIC STATE OF TEXAS
BLAKE LIEDKA
My Notary ID # 134957698
Expires June 21, 2028

My Commission Expires June 21ST 2028

September 2, 2026

City of La Vernia
102 E. Chihuahua Street
La Vernia, TX 78121

RE: Zone Change Application – Tractor Supply

I, FLP DEVELOPMENT LLC, am the owner of the property located along US Hwy 87 in La Vernia, TX (PID# 12405 - *pending approved subdivision to create La Vernia TSC, Lot 1 Block, Acres 6.512*).

Jeffrey Pierdolla Mgr.

FLP DEVELOPMENT LLC
Owner

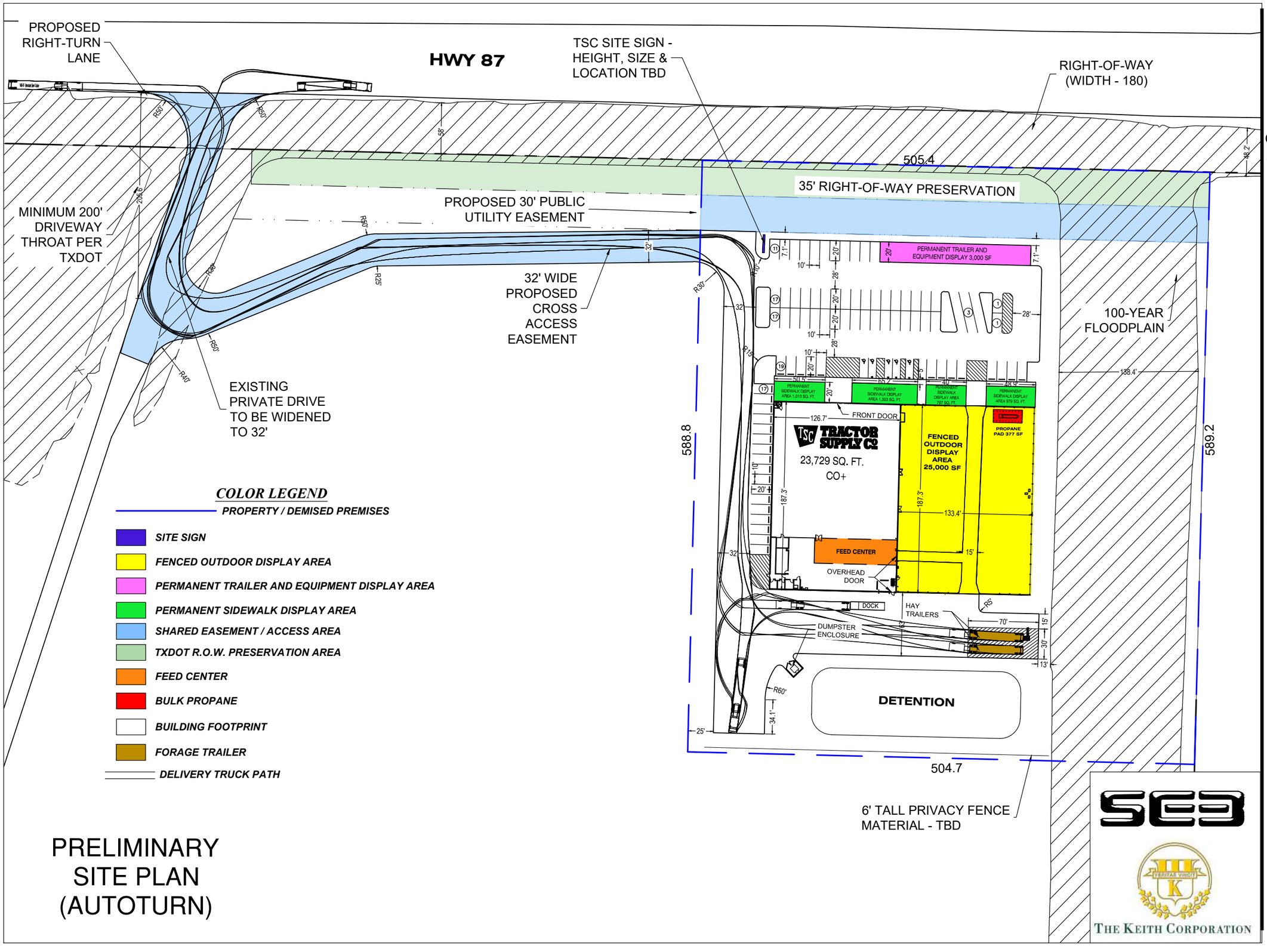
State of Texas §
County of Wilson §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared Jeffrey Pierdolla, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 3RD day of September, 20 26.

NOTARY PUBLIC STATE OF TEXAS
BLAKE LIEDKA
My Notary ID # 134957698
Expires June 21, 2028

my Commission Expires June 21st 2028



COLOR LEGEND

- ***PROPERTY / DEMISED PREMISES***
- ***SITE SIGN***
- ***FENCED OUTDOOR DISPLAY AREA***
- ***PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA***
- ***PERMANENT SIDEWALK DISPLAY AREA***
- ***SHARED EASEMENT / ACCESS AREA***
- ***TXDOT R.O.W. PRESERVATION AREA***
- ***FEED CENTER***
- ***BULK PROPANE***
- ***BUILDING FOOTPRINT***
- ***FORAGE TRAILER***
- ***DELIVERY TRUCK PATH***

PRELIMINARY SITE PLAN (AUTOTURN)

0 90' 180'

SCALE: 1"= 90'
(11X17)

PROJECT INFORMATION

SITE AREA	
LOT	± 6.83 AC
TOTAL	± 6.83 AC

PARKING COUNT SUMMARY		
TSC	23,729 SF	86 SP
TOTAL PROVIDED		86 SP
REQUIRED BY CITY		
PER CITY COORDINATION		77 SP
TOTAL REQUIRED		77 SP

ZONING CLASSIFICATION	
EXISTING	R-A
PROPOSED	C-2

REQUIRED SETBACKS	
FRONT	25'
SIDE	5'
REAR	5'

PROJECT NOTES

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE, PAVEMENT LINES AND UTILITY REQUIREMENTS MUST BE VERIFIED.
2. ALL CURB CUTS SHOWN ARE PROPOSED AND MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	DRAWN BY
10/5/26	SITE PLAN	GMH

SGS

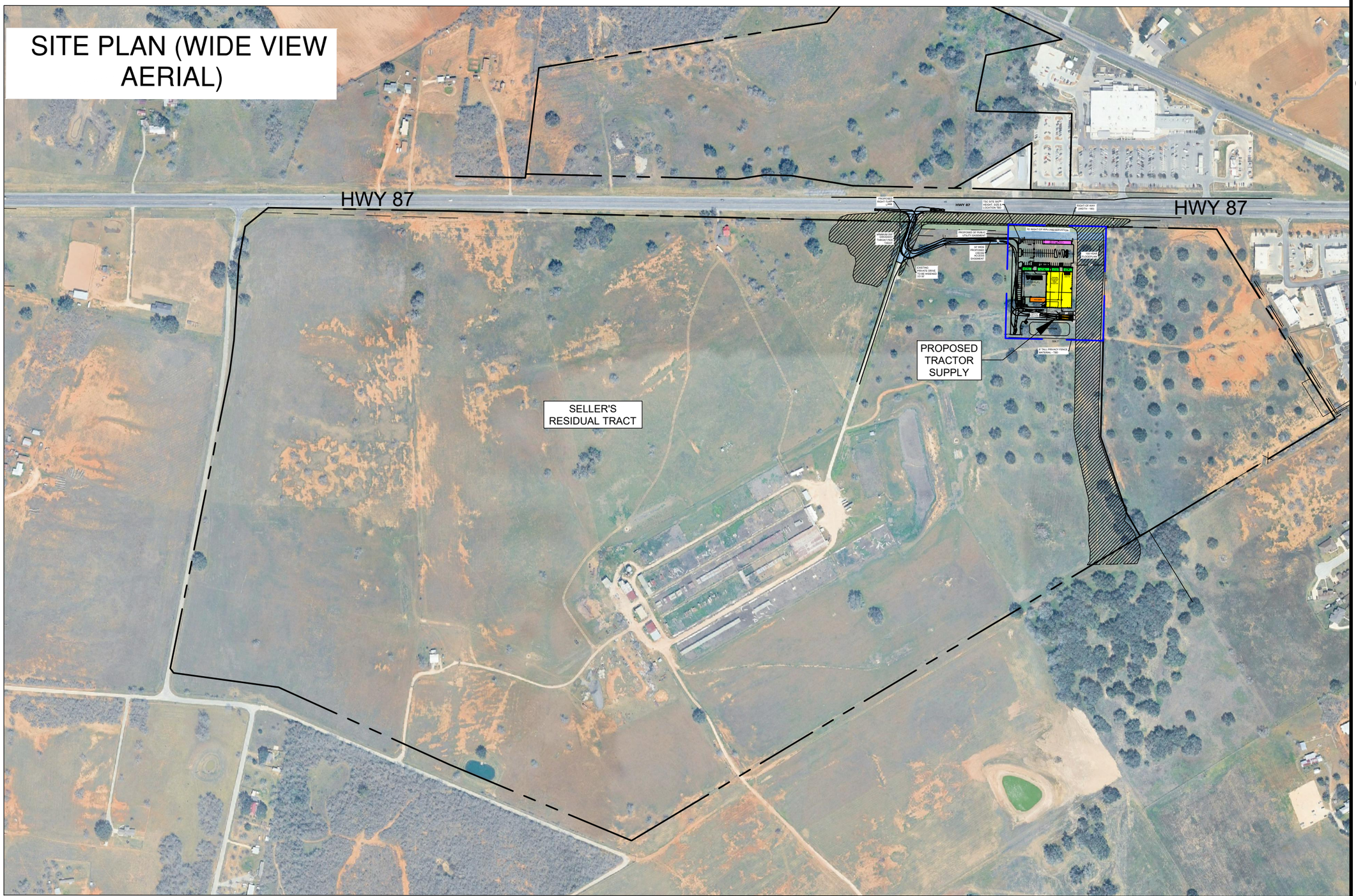
THE KEITH CORPORATION

CO+ PROTOTYPE

TSC
LA VERNIA, TX

101

SITE PLAN (WIDE VIEW AERIAL)



N

0 500' 1000'

SCALE: 1"= 500'
(11X17)

PROJECT INFORMATION

SITE AREA	
LOT	± 6.83 AC
TOTAL	± 6.83 AC

PARKING COUNT SUMMARY		
TSC	23,729 SF	86 SP
TOTAL PROVIDED		86 SP
REQUIRED BY CITY PER CITY COORDINATION		77 SP
TOTAL REQUIRED		77 SP

ZONING CLASSIFICATION	
EXISTING	R-A
PROPOSED	C-2

REQUIRED SETBACKS	
FRONT	25'
SIDE	5'
REAR	5'

PROJECT NOTES

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE, PAVEMENT LINES AND UTILITY REQUIREMENTS MUST BE VERIFIED.
2. ALL CURB CUTS SHOWN ARE PROPOSED AND MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	DRAWN BY
10/5/26	SITE PLAN	GMH

CO+ PROTOTYPE

TSC

LA VERNIA, TX

Section 6, Item A.

Doc 00034350 Bk OP V

Deed in Lieu of Foreclosure

Date: 3-17-14, 2014

Grantor: P-Bar Development Co.

Grantor's Mailing Address: P.O. Box 10, Hwy. 87 West,
La Vernia, Wilson County, Texas 78121

Grantee: FLP Development, LLC

Grantee's Mailing Address: P.O. Box 10, Hwy. 87 West,
La Vernia, Wilson County, Texas 78121

Note: That certain Promissory Note dated September 14, 2012, executed by P-Bar Development Co., LLC, payable to the order of F-4 Cattle Co., Inc. in the original principal amount of One Million, Six Hundred Fifty Thousand and no/100 Dollars ($1,650,000.00).

Deed of Trust: Dated September 14, 2012 from P-Bar Development Co., LLC to North O. West, Trustee.

Consideration: TEN AND NO/100 DOLLARS ($10.00) and further the release of Grantor from all liability for the indebtedness and obligations under the Note and Deed of Trust, except that no release is given of any liens or warranties of title and further except that the indebtedness under the Note is not canceled or extinguished.

Property (including any improvements): Being 306.937 acres of land, more or less, and being approximately 188.807 acres out of the F. Herrera Survey No. 6, Abstract 15, approximately 101.43 acres out of the J.H. San Miguel Survey No. 129, Abstract 290, and approximately 16,637 acres out of the Y. P. Alsbury Survey, Abstract 33, Wilson County, Texas; and also being comprised of the remaining portion of a 172.15 acre tract described as "Tract A" and a 0.38 acre tract described as "Tract E" in Volume 439, Page 47, a 101.255 acre tract described in Volume 658, Page 567, the remaining portion of a 46.68 acre tract described in Volume 678, Page 102, a 0.43 acre tract described in Volume 691, Page 71, a 1.44 acre tract described in Volume 720, Page 677, a 3.08 acre tract described in Volume 446, Page 98 of the Deed Records of Wilson County, Texas and a 2.799 acre tract described in Volume 1062, Page 817 of the Official Records of Wilson County, Texas, and the said 306.937 acres of land being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Exceptions to Conveyance and Warranty: The liens described in this Deed and the exceptions to conveyance and warranty in the Deed of Trust.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the

rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

Conveyance in Lieu of Foreclosure. This Deed and the conveyances being made are executed, delivered, and accepted in lieu of foreclosure and will be interpreted and construed the same as a foreclosure of the liens and as an absolute conveyance to Grantee of all right, title and interest in and to the Property, including specifically but without limitation any equity or rights of redemption of Grantor in or to the Property.

Continuing Nature of Lien. Notwithstanding the release of Grantor from all liability for the indebtedness and obligations under the Note and Deed of Trust, the indebtedness has not been canceled or extinguished and the Property continues to be subject to the performance of the obligations under the Deed of Trust. The Deed of Trust lien is not released or relinquished in any manner, and the indebtedness, obligations, and lien will remain valid and continuous and in full force and effect, unless and until the indebtedness, obligations, and liens are expressly released by written instrument executed and delivered by the holder thereof, at the holder's sole discretion.

Nonmerger. Neither Grantor nor Grantee intend that there be, and there will never be, a merger of the Deed of Trust lien with the fee simple title or any other interest of Grantee in the Property by virtue of this conveyance, and the parties expressly provide that any interest in the Deed of Trust lien and fee simple title will be and remain at all times separate and distinct.

GRANTOR: P-BAR DEVELOPMENT CO., LLC

By: Fred L. Pierdolla, Manager
JR

GRANTEE: FLP DEVELOPMENT, LLC

By: Fred L. Pierdolla, Manager
JR

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

STATE OF TEXAS §
§
COUNTY OF Bexar §

On this day personally appeared before me Fred L. Pierdolla, Jr. Manager of P-Bar Development Co., LLC, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of March, 2014.

KAREN S. McELWAIN
Notary Public
State of Texas
My Comm. Exp. 09-11-2014

Print Name: Karen S McElwain
NOTARY PUBLIC
My Commission Expires: 09/11/14

STATE OF Texas §
§
COUNTY OF Bexar §

On this day personally appeared before me Fred L. Pierdolla, Jr. Manager of FLP Development, LLC, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of March 2014.

KAREN S. McELWAIN
Notary Public
State of Texas
My Comm. Exp. 09-11-2014

Print Name: Karen S. McElwain
NOTARY PUBLIC
My Commission Expires: 09/11/14

F+

AFTER RECORDING, RETURN TO:

William H. Oliver
PIPKIN & OLIVER, L.L.P.
1020 N.E. Loop 410, Suite 810
San Antonio, TX 78209
Telephone: (210) 820-0082
Facsimile: (210) 820-0077

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

EXHIBIT A

FIELD NOTES

April 17, 2001

BEING 306 937 acres of land, more or less, and being approximately 188 807 acres out of the F Herrera Survey No. 6, Abstract 15, approximately 101 430 acres out of the J H San Miguel Survey No 129, Abstract 290, and approximately 16 637 acres out of the Y P Alsbury Survey, Abstract 33, Wilson County, Texas; and also being comprised of the remaining portion of a 172 15 acre tract described as "Tract A" and a 0.38 acre tract described as "Tract E" in Volume 439, Page 47, a 101 255 acre tract described in Volume 658, Page 567, the remaining portion of a 46 68 acre tract described in Volume 678, Page 102, a 0.43 acre tract described in Volume 691, Page 71, a 1 44 acre tract described in Volume 720, Page 677, a 3.08 acre tract described in Volume 446, Page 98 of the Deed Records of Wilson County, Texas and a 2 799 acre tract described in Volume 1062, Page 817 of the Official Records of Wilson County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set in the existing south R O W line of U S Highway 87 at the intersection with the cut-off line to the existing east R O W. line of Dunn Road (County Road #361) for the northwest corner of this tract, said point also being the most northerly corner of the above referenced 0 43 acre tract,

THENCE, along said south R O W line S 86°43'00" E, 965 50 feet to a concrete marker found in same for an angle point and S 86°23'00" E, (Ref Brg) 3934 34 feet to an iron rod found in same for the northeast corner of this tract and the northwest corner of a 1 561 acre tract described in Volume 1062, Page 817 of the Official Records of Wilson County, Texas,

THENCE, S 29°46'12" E, passing the original west line of a 20 000 acre tract described in Volume 985, Page 745 of the Official Records of Wilson County, Texas at 542 97 feet and continuing into said 20 000 acre tract a total distance of 1153 12 feet to an iron rod found for the southeast corner of this tract and the southeast corner of a 2 799 acre tract described in Volume 1062, Page 817 of the Official Records of Wilson County, Texas,

THENCE, S 61°09'50" W, along the common fence line with a 15-acre tract described in Volume 1048, Page 77 of the Official records of Wilson County, Texas, passing the southwest corner of said 2 799 acre tract at 400.00 feet and continuing along said common fence line a total distance of 1121.72 feet to an iron rod found for an angle point of this tract;

THENCE, S 61°20'42" W, along the common line with a 21.186 acre tract described in Volume 893, Page 862 of the Official Records of Wilson County, Texas passing the corner of same at a called 799 61 feet and continuing along the common line with a 180.486 acre tract described in Volume 593, Page 671 of the Deed Records of Wilson County, Texas a total distance of 3115 67 feet to an iron rod found in the existing northeast R O W line of County Road #359 for the most southerly corner of this tract and the most southerly corner of the above referenced 101 255 acre tract,

Page 2
(306 937 acres)

THENCE, along said northeast R.O.W. line as follows
N 65°03'34" W, 1015.67 feet to an iron rod set for an angle point,
N 63°25'49" W, 971 47 feet to an iron rod set for an angle point, and
N 79°56'29" W, 546 97 feet to an iron rod set at the intersection with the cut-off line to the existing east R O W line of County Road #361 for a corner of this tract,

THENCE, N 34°34'53" W, 29 42 feet along said cut-off line to an iron rod found in the said east R O W line for a corner of this tract,

THENCE, along the existing fenced east R O W. line as follows
N 13°36'16" E, 1562 45 feet to a fence post for an angle point,
N 09°52'00" E, 165 61 feet to a fence post for an angle point,
N 05°49'29" E, 416 20 feet to a fence post for an angle point, and
N 12°43'50" E, 173.62 feet to an iron rod set at the intersection with the cut-off line to the existing south R O W line of U S Highway 87,

THENCE, N 53°09'00" E, 153 00 feet along said cut-off line to the POINT OF BEGINNING and containing 306 937 acres of land, more or less

Note: Plat also prepared this day

J M Butz, Jr
Registered Professional Land Surveyor
No 2024

FN01-107



Doc 00034350 Bk OP Vol 1785 Pg 284

Filed for Record in:
Wilson County
by Honorable Eva Martinez

County Clerk

On: Apr 24,2014 at 11:53A

As a Recording

Document Number: 00034350
Total Fees : 46.00

Receipt Number - 165249
By,
Yvonne G Garcia

Any provision herein which restricts the sale, rental, or use of the described realproperty because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 1785 and Page: 279 of the named records of: Wilson County as stamped hereon by me.

Apr 24,2014

COUNTY CLERK
WILSON COUNTY, TEXAS

LEGAL PUBLIC NOTICE

NOTICE OF PUBLI PROPOSED CHANGE OF ZONING DISTRICT CLASSIFICATION AND REPLAT LA VERNIA PLANNING AND ZONING COMMISSION & CITY COUNCIL

The La Vernia Planning and Zoning Commission will hold a public hearing on Tuesday, October 6th, 2026, at 6:30 p.m & La Vernia City Council on Thursday, October 8th, 2026, at 6:30 p.m in the City Council Chambers located at 102 E. Chihuahua Street, La Vernia, Texas 78121 to receive public comment and testimony on the application to rezone and replat A0015 F HERRERA SUR, TRACT 38, 38A, 39, ACRES 215.787, (A-290 TRACT 4 & A-33 TRACT 6)

All property subject to the rezoning and replat is located in Wilson County, Texas.

From present classification of R-A Residential Agriculture to C-2 General Commercial District

All interested persons are invited to attend and be heard. Draft materials, if available, may be reviewed at City Hall during regular business hours or by request to Madison Farrow, 830-779-4541x row@ lavernia-tx.gov

If you require auxiliary aids or services to participate, please contact City Hall at least 48 hours in advance.

NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission & City Council will hold a public hearing at the request of: **FLP Development LLC c/o TKC CCCLXXXVII, LLC.**

Property: Current Legal Description: **A0015 F HERRERA SUR, TRACT 38, 38A, 39, ACRES 215.787, (A-290 TRACT 4 & A-33 TRACT 6) proposed** as a General Commercial District.

Request: to change from current zoning R-A Residential Agriculture to C-2 General Commercial District .

Because your property is located within 200 feet of the request, State Law requires that we notify you of the public hearing. ***However, the zoning of your property will not be affected.*** The public hearing process lets you provide your written opinion of the request. This will aid the Planning & Zoning Commission in making a recommendation to the City Council.

A public hearing for this request is scheduled before the Planning & Zoning Commission on Tuesday, October 6th, 2026, at 6:30 pm & City Council on Thursday, November 13th, 2026, at 6:30 pm. The meeting will be held in the City Hall Council Chambers, 102 E. Chihuahua St., open to the public. To submit written comments, please complete the information below, including your signature, and return (before the meeting) to:

Mail: City of La Vernia
Madison Farrow
P.O. Box 225
La Vernia, Texas 78121

Email: MFarrow@lavernia-tx.gov

If you have questions, please call Madison Farrow at (830) 779-4541 ext. 5

_____
Madison Farrow, City Secretary

YOUR OPINION MATTERS – DETACH AND RETURN

Circle one

I am **(in favor) (opposed to)** the proposed re-zone for the property- Current Legal Description: Current Legal Description: **A0015 F HERRERA SUR, TRACT 38, 38A, 39, ACRES 215.787, (A-290 TRACT 4 & A-33 TRACT 6)** proposed to be General Commercial District.

Name:_____

Address:_____

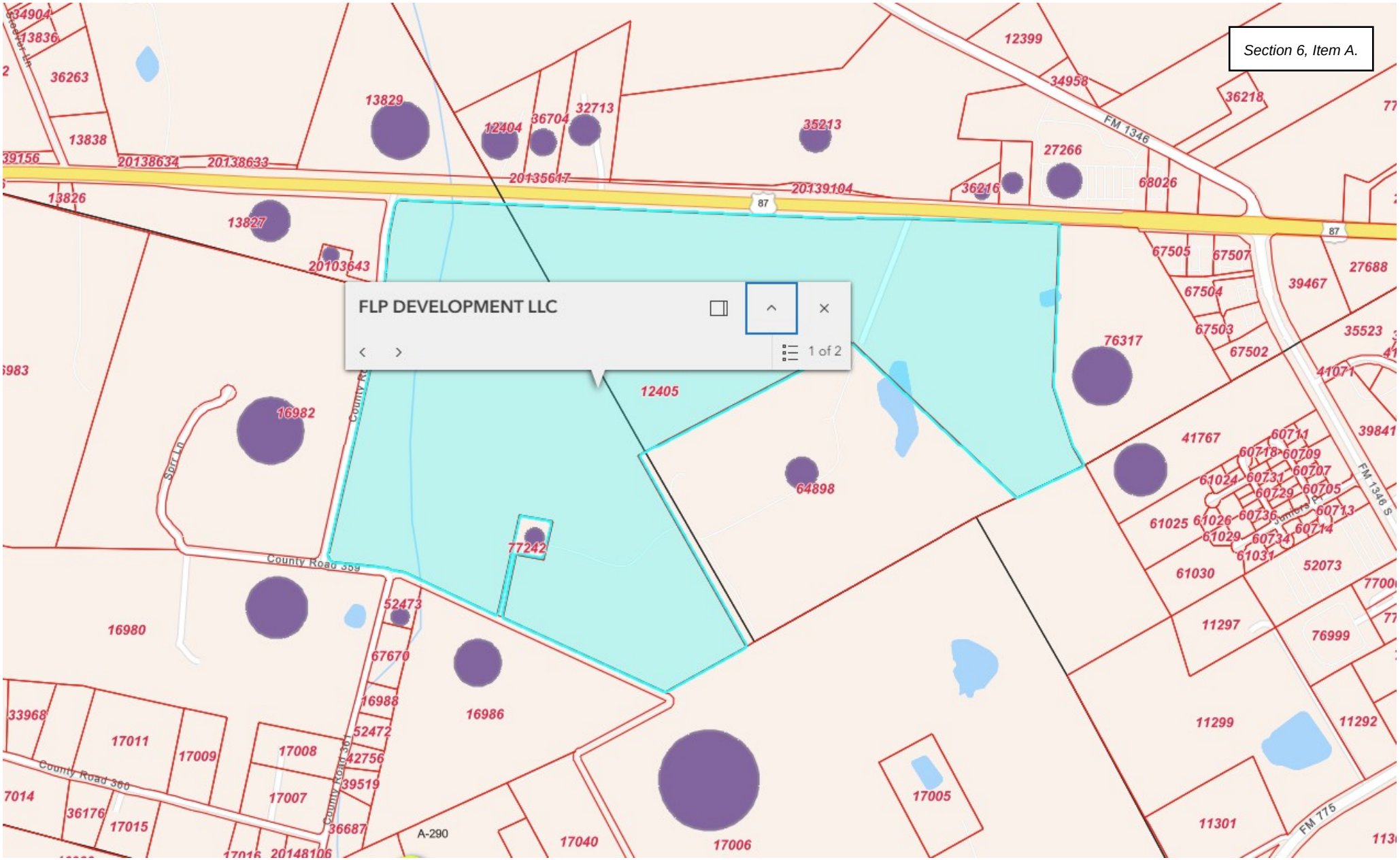
Signature:_____ Date: _____

Comments: _____

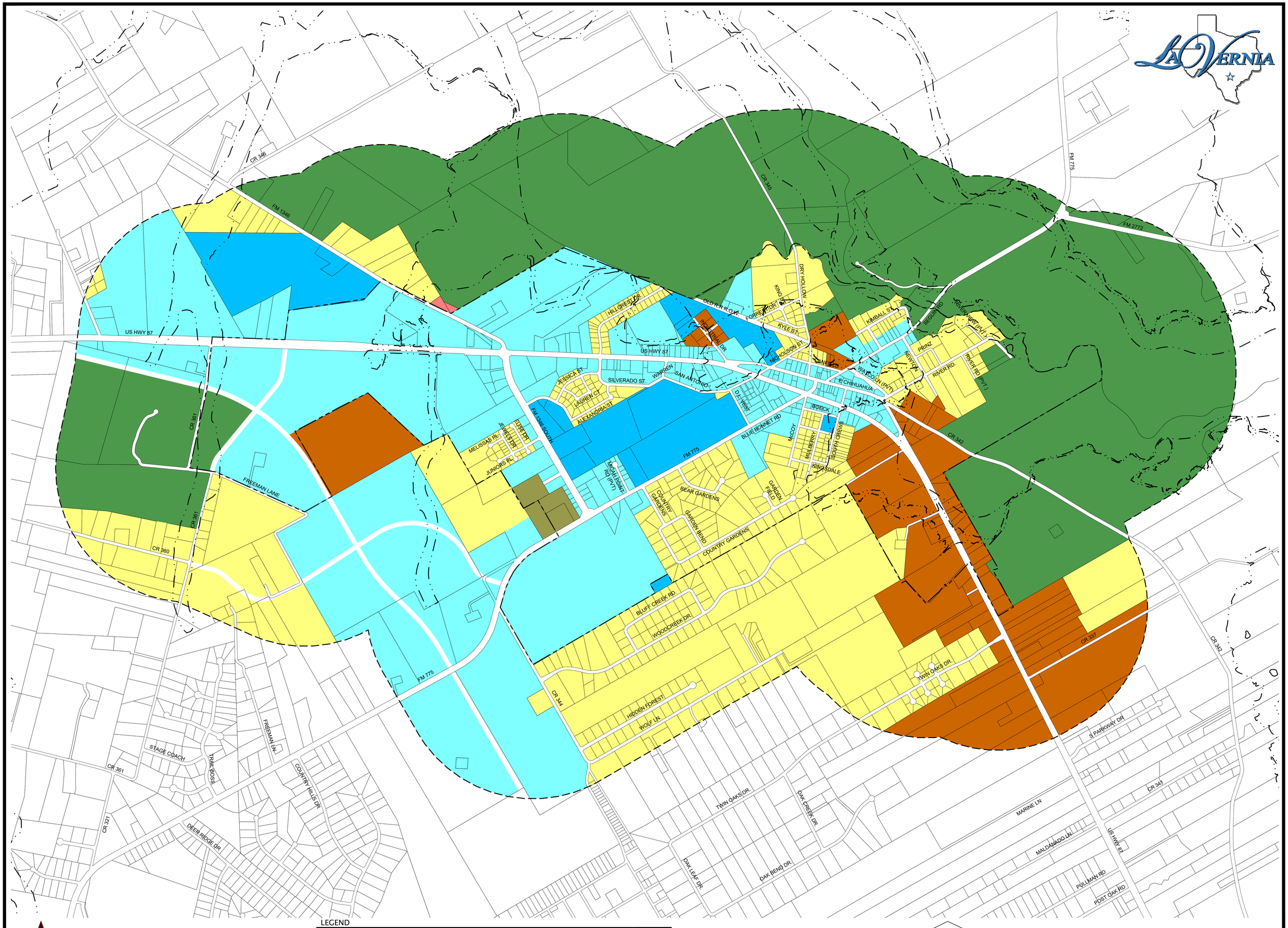
By State Law – Unsigned submission cannot be counted as an official comment.

#	Property Owner / Entity	Mailing Address	City, State ZIP
1	Schroeder Donald H & Ella Ray (LTE)	PO Box 88	La Vernia, TX 78121
2	Pierdolla Brandon Wade	PO Box 1353	La Vernia, TX 78121
3	FLP Development LLC	PO Box 10	La Vernia, TX 78121
4	Nious Albert Est. / C/O Resa Garrett	6001 Almelo Dr	Round Rock, TX 78681
5	Hollis W Pierdolla Trust	PO Box 691	La Vernia, TX 78121
6	HEB Grocery Company LP	646 S Flores St	San Antonio, TX 78204
7	Beaver Tommy G Jr. & Gail L	7545 Hwy 87 E	San Antonio, TX 78263
8	NP Homes LLC	21911 Ranier Ln	San Antonio, TX 78260-3525
9	HEB Grocery Company LP – Property Tax Dept.	PO Box 839999	San Antonio, TX 78283-3999
10	Trevino Vickie L	15144 US Hwy 87 W	La Vernia, TX 78121
11	Dodson Gator	177 Cibolo Ridge	La Vernia, TX 78121
12	Thayer Clayton Dean & Chelsey Marie	126 CR 361	La Vernia, TX 78121
13	Kosub Lillian M	2023 Dellhaven	San Antonio, TX 78220
14	Rose Will & Karen	PO Box 430	La Vernia, TX 78121
15	Morrison Shane Brandon & Melanie Gaye	151 CR 346	La Vernia, TX 78121

16	First Baptist Church La Vernia	PO Box 279	La Vernia, TX 78121-0279


FLP DEVELOPMENT LLC
1 of 2
12405
64898
77242
16982
16980
16986
16988
17005
17006
17040
17007
17008
17009
17011
17015
36176
36687
42756
39519
52472
52473
67670
20148106
A-290
County Road 369
County Road 367
Sorr Ln
FM 1346
FM 1346 S
FM 775
87
13829
12404
36704
32713
35213
20135617
20139104
20138634
20138633
20103643
13826
13827
13838
13836
34904
36263
39156
12399
34958
36218
27266
36216
68026
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67507
67504
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39467
27688
35523
41071
76317
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61024
60731
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61026
60736
61029
60734
61031
61030
52073
11297
76999
11299
11292
11301
39841
33968
7014
983


La Vernia City Park
La Vernia High School
Grace Bible Church
Bluffcreek Dr
Woodcreek Dr
Twin Oaks Dr
Twin Oaks Dr
Dry Hollow Creek
Cibolo Creek
Audacity Fitness
346
1346
345
775
2772
87
359
361
360
344
342
337



LEGEND

- CITY LIMITS LINE
- ETJ LINE
- FLOODPLAIN
- AGRICULTURE
- COMMERCIAL
- MANUFACTURED HOME
- MIXED USE
- PUBLIC
- RESIDENTIAL MULTI-FAMILY
- RESIDENTIAL SINGLE FAMILY
- RETAIL

NORTH

0 600 1200 1800

FUTURE LAND USE MAP

CITY OF LA VERNIA, TEXAS

DATE: MARCH 2020

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS REGISTERED ENGINEERING FIRM F-1394

S:\Active Projects_2019\72 New Braunfels Municipal\7219LAVER.002 La Vernia MTP Update\dwg\2019 Future Land Use Map.dwg

CHAPTER 38 – LANDSCAPE STANDARDS

Proposed Code Amendment Comparison

	Existing Code	Proposed in September	Current Proposed
Landscape Irrigation Requirements	Dedicated irrigation meter required for new commercial landscape irrigation connected to City potable water; existing code language is in the development section.	Dedicated irrigation meter for new landscape irrigation systems.	Dedicated irrigation meter with backflow device for new landscape irrigation systems.
Type of Irrigation	Any irrigation system.	Drip irrigation as the primary method; traditional spray irrigation prohibited for required landscape areas.	
Irrigation Zones	None specified.	Zones designed based on plant type, water needs, sun/shade, soil, and site conditions.	
Overspray & Runoff	Addressed in drought plan, but not specifically in code.	Systems must prevent water from reaching buildings, sidewalks, parking areas, streets, and other impervious surfaces.	
Irrigation Plan	Irrigation permit required; plan requirements were limited and applied to commercial development.	Irrigation information included with landscape plan: meter, point of connection, lines, valves, zones, and equipment.	
State Requirements	Requirements stated in the water section rather than the irrigation section.	Express compliance with applicable TCEQ regulations, including 30 TAC Chapter 344. Requires backflow for all irrigation system.	
Irrigation System Maintenance	Mentioned in permit rather than code.	—	Requires annual inspections. **Staff working to implement backflow program in IworQ to track backflow devices and notify residents of required inspections.**
Tree Preservation Plan	Not required.	Tree affidavit or tree preservation plan required for applicable development applications.	Exemptions for existing residential properties and dead, diseased, or damaged trees.
Construction Protection	Trees could be replanted instead of protected.	Protection required for preserved trees and root protection zones during construction.	
Preservation Standards	None.	Minimum preservation requirements established for nonresidential development and residential subdivisions.	Commercial, multifamily, and industrial: preserve 25% of trees. Subdivisions: preserve 50% of existing trees. Heritage trees (24”+) always require preservation.
Mitigation & Replacement	None.	Replacement/mitigation requirements for removal of protected and heritage trees.	Replant at 1:1 ratio; heritage trees at 3:1 ratio with an approved local tree species.
Tree Removal Fee	—	—	Fee can be paid instead of following preservation standards. Fee is per inch diameter of tree to be removed. San Antonio $200 / $600 heritage (24”+); New Braunfels $175 / $300 heritage; Seguin $100; Boerne $50.
Authorized Tree Species	None.	Authorized, conditional, and prohibited tree species established for landscaping and mitigation. Well-suited to the area.	

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the La Vernia City Council of the City of La Vernia requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE La Vernia City Council OF THE City of La Vernia:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $9,500,000 to provide for the costs of Wastewater Treatment Plant Upgrade and New Reuse Facility.

SECTION 2: That Lindsey Wheeler be and is hereby designated the authorized representative of the City of La Vernia for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of La Vernia before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Victor Quiroga
Specialized Public Finance

Engineer: Southwest Engineers

Bond Counsel: _____

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

RESOLUTION NO. R100826-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LA VERNIA AND SAN ANTONIO RIVER AUTHORITY FOR WASTEWATER TREATMENT PROVISIONS.

WHEREAS, the City of La Vernia is authorized by chapter 791 of the Local Government Code titled interlocal cooperation contracts to execute an Interlocal Agreement for public health and welfare and;

WHEREAS, the City of La Vernia desires to enter into a new contract for wastewater treatment services starting on October 1, 2026, for the FY 2026 - 2027 term.

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

SECTION 1. The City Council of La Vernia does authorize the City Administrator to execute the necessary documents engaging in the ILA with San Antonio River Authority for the provisions of Wastewater Treatment Services as described in the ILA in Attachment A.

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 APPROVED, this 8th day of October 2026.

_____
Gary Gilbert, Mayor

ATTEST:

_____
Madison Farrow, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
City of La Vernia

Attachment A

INTERLOCAL WASTEWATER TREATMENT SERVICES
COOPERATIVE AGREEMENT BETWEEN
THE CITY OF LA VERNIA
AND
THE SAN ANTONIO RIVER AUTHORITY

AMENDMENT NO. 2

This Amendment is entered into by and between the City of La Vernia, hereinafter referred to as the "City," and the San Antonio River Authority, hereinafter referred to as the "River Authority", all of which may be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, the City and River Authority are authorized by the Interlocal Cooperation Act (“Act”), Texas Government Code Chapter 791, to enter into agreements to increase the efficiency and effectiveness of Texas government to the greatest extent possible; and

WHEREAS, the operation and maintenance of wastewater treatment and related facilities is a governmental function and service under the Act; and

WHEREAS, the City has determined that it would be in its best interest to cooperate and contract with the River Authority for the maintenance and operation of certain wastewater treatment and other related facilities in the City, hereafter called the "Facilities"; and

WHEREAS, the Parties entered into and made effective the Interlocal Wastewater Treatment Services Cooperative Agreement between the City and the River Authority on June 30, 2009 (“Agreement”); and

WHEREAS, the Parties have mutually agreed the Parties would only authorize the use of the resources and pay for the work described in Attachment A – “Payment Provision and Scope of Services” of the Agreement unless modified in writing through an amendment; and

WHEREAS, the Parties on August 28, 2024 amended the term of the Agreement and added the service of and cost for hauling of waste activated sludge by River Authority to the Services; and

WHEREAS, the City now wishes for River Authority to operate and maintain its wastewater treatment plant to include the operation and maintenance of the City’s wastewater lift stations; and

WHEREAS, the City Council approved proceeding with this Amendment #2 at its meeting on _____, ___, _____ through Resolution No. _____; and

WHEREAS, the River Authority granted authority to its General Manager to negotiate, execute and amend this Agreement at its meeting on_____;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the Parties herein, which is acknowledged by the Parties to be sufficient as hereinafter set forth, the Parties agree as follows:

1. Exhibit A, titled Revised Payment Provision and Scope of Services, is deleted in its entirety and replaced with the Payment Provision and Scope of Services attached and incorporated herein as Attachment A.

Except as modified herein, all other terms and conditions of the Agreement as amended shall continue in full force and effect as originally written and are reaffirmed by the Parties.

The Parties have caused this Amendment No. 2 to be executed by the duly authorized representatives of the Parties and effective as of the date of the last signatory Party below.

THE CITY OF LA VERNIA

By _____
Lindsey Wheeler
City Administrator

Date _____

SAN ANTONIO RIVER AUTHORITY

By _____
Derek E. Boese, JD, PMP
General Manager

Date _____

APPROVED AS TO LEGAL FORM

_____
Luis A. Garcia
General Counsel

Date _____

Attachment A
Payment Provision and Scope of Services

This Attachment "A" contains the scope of services ("Services") for the Facilities to be performed by River Authority and the City's obligations as it relates to such Services and the Facilities located within the City under this Agreement.

I. PAYMENT PROVISION:

A. Effective upon execution of Amendment No. 2, the River Authority will perform the Services at the Facilities as identified in Article II of this Attachment A, on a lump sum basis at a total annual cost of $250,000.00 ("Total Annual Cost") to be billed by River Authority and paid by City in accordance with the Agreement. The Term of Service, ("Term"), shall be from October 1 through September 30 of each year unless otherwise terminated in accordance with the Agreement. Such costs shall be paid by the City from current revenues available to the City.

B. The Total Annual Cost excludes laboratory sampling analysis which will be paid directly by City and Additional Services which will be billed separately by River Authority. The City's monthly payment for a partial month of Services under the Agreement will be prorated based on the number of days that Services are actually performed by River Authority under this Agreement in relation to the total number of days in the calendar month in which Service is commenced and/or terminated.

C. This Agreement will continue until terminated in accordance with the Agreement. This Agreement may be amended to change the Services or costs by a written amendment signed by both Parties. The River Authority reserves the right to review the rates charged for Services and renegotiate the Total Annual Cost of Services and/or rates for Additional Services prior to October 1 of each year of the Agreement.

D. Services and any Additional Services authorized by the City shall be billed monthly and payments shall be made to the San Antonio River Authority, 100 E. Guenther St, San Antonio, Texas 78204.

E. City shall make all required payments for Services including authorized Additional Services to River Authority within 30 days from receipt of River Authority's invoice.

II. SERVICES TO BE PERFORMED BY RIVER AUTHORITY:

A. Visit the La Vernia Wastewater Treatment Plant ("Plant") daily;

B. Check flow meter for proper operation daily and monitor calibration weekly to maintain quality operation;

C. Check chlorine equipment daily for correct operation and adjust to maintain quality operation;

D. Visually observe Plant processes daily for proper operation and make operational changes as required and recommend needed repairs to the City so as to avoid interruptions in service;

E. Prepare a daily log of checks on equipment and process operations;

F. Complete required Texas Commission on Environmental Quality ("TCEQ") monthly and annual reports for submittal to TCEQ by City;

G. Rake bar screen at the Plant daily and place the screenings in a closed container provided by City;

H. Wash-down Plant daily to manage grease, foam, and algae at the Plant;

I. Remove floatables in clarifier and contact chamber daily and place such material in a covered container provided by City;

J. Perform on-site process sampling and testing daily for Dissolved Oxygen (DO), PH, and chlorine residual including manganese interference and settleable solids;

K. Collect samples two times per week for Total Suspended Solids ("TSS"), ammonia, and nitrate-nitrogen and submit such samples for testing to the River Authority Utilities Department's process control lab or a third-party lab, as determined by the River Authority;

L. Collect effluent samples weekly to be analyzed for monthly compliance reports and submit to third-party lab to conduct BOD and TSS analysis. The City agrees that the costs associated with this analysis are separate from the Total Annual Cost outlined in I (A) above and will be paid directly by the City;

M. Place waste sludge to drying beds based on process control test information as determined by River Authority;

N. Transport activated sludge from or to City's Plant to maintain proper process controls and adhere to water quality standards;

O. Visit and inspect twice each week the three City lift stations identified as the HEB Lift Station, La Vernia Crossing Lift Station, and Industrial Lift Station ("Lift Stations");

P. Utilizing River Authority equipment, clean each Lift Station wet well quarterly to remove floatables, fats, oil, and grease;

Q. Upon the installation of one generator at each of the Lift Stations by the City, test each generator at each Lift Station quarterly to ensure proper operation;

R. Perform full service of the generators installed at the Lift Stations every six (6) months, to include a check of overall operation and performance, the evaluation of the fuel, electrical, engine, and lubrication systems, and report any abnormalities to the City with recommended improvements;

S. Perform up to twenty (20) collection system gravity main cleanings each Term to maintain collection system operations. Locations and need will be determined by the City. Any requested cleanings beyond the included twenty (20) in any given Term will be billed to the City by the River Authority separately as an Additional Service;

T. Train City staff and/or provide consulting services to the City regarding collection system maintenance and wastewater system growth planning with the combined training and consulting services not to exceed forty hours per Term, and

U. Attend up to one City Council meeting per month if necessary to address questions and inform the City Council on issues related to Services.

III. CITY RESPONSIBILITIES INCLUDE THE FOLLOWING ACTIVITIES:

A. Painting of Plant and Lift Stations;

B. Maintenance of Plant and Lift Station grounds;

C. Payment of all utilities and trash and dumpster costs excluding sludge removal from the Plant;

D. Procurement and payment of all necessary chemicals, oils, and lubricants;

E. Maintenance of wastewater collection system;

F. Procurement, acceptance of delivery of and payment for chlorine;

G. Maintain sufficient fuel levels in the Lift Station back-up generators to maintain operations at all times;

H. Payment of all regulatory fees and fines;

I. Removal of dried sludge from drying beds, as determined by River Authority;

J. Inform River Authority of location and need for collection system gravity main cleanings, and

K. Payment to River Authority for Services in accordance with the Agreement.

IV. ADDITIONAL SERVICES AND COST:

A. All Additional Services, which shall be defined as any service not enumerated in Section II above, shall only be performed by the River Authority upon the prior authorization of the City unless deemed an emergency and will be billed at the then current rates established by the River Authority.

B. The River Authority defines normal business hours as 7:30 a.m. to 4:30 p.m., Monday through Friday. Emergency calls for Additional Services after normal business hours and on weekends

and River Authority holidays would involve additional charges, in accordance with the established rates of the River Authority.

C. River Authority holidays include New Year's Day, Martin Luther King Day, President's Day, San Jacinto Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

RESOLUTION NO. R100826-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, AUTHORIZING CERTAIN ACTIONS INCLUDING PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE A DRAINAGE EASEMENT, DRAINAGE AREA, AND TEMPORARY CONSTRUCTION EASEMENT, DIRECTING THE CITY ADMINISTRATOR OR THE CITY ADMINISTRATOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS TO INSTITUTE EMINENT DOMAIN PROCEEDINGS; AND DIRECTING THE CITY'S ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS.

WHEREAS, the City of La Vernia, Texas (the "City") has found and determined that public necessity requires the City to obtain property for the construction of a 25-foot-wide concrete drainage easement as part of a larger drainage improvement project ("Project"); and

WHEREAS, the public purpose of the Easement shall be used for drainage and related appurtenances, and to provide access for the operation, repair, maintenance, replacement and expansion of facilities, if any, and it is necessary for the City to acquire such Drainage Easement and Temporary Construction Easement by purchase or eminent domain proceedings pursuant to its power of eminent domain as outlined in Section 251.001 and 552.011 of the Texas Local Government Code, as amended, and other pertinent statutory authority; and

WHEREAS eminent domain proceedings in the State of Texas are governed by Chapter 21 of the Texas Property Code; and

WHEREAS, under Chapter 21 of the Texas Property Code, a governmental entity exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting a resolution, ordinance, or order; and

WHEREAS, the City of La Vernia City Council finds that the City has, through agents and representatives, entered bona fide good faith negotiations with the landowner or their agents or representatives of the hereinafter described property and has failed to agree with the landowner and/or their agents or representatives for the purchase price and damages, if any, due to said landowner. Now, therefore, the City is authorizing the use of its power of eminent domain to condemn property; and

WHEREAS, the City Council further finds that a public necessity exists and that acquiring the property referenced herein is necessary to accomplish the above-described public purpose and public use.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council of the City of La Vernia, Texas and made a part hereof for all purposes as findings of fact.

SECTION 2. Public necessity requires that the City of La Vernia, Texas acquire rights in the property in connection therewith, over, across, upon and under certain real property, hereinafter called the "Property", in Wilson County, Texas, to wit:

Parcel Number	Landowner	County	Survey	Abstract	Acres Owned	Property Subject to Condemnation	Exhibit
1	Cadillac Alliance Properties, LLC.	Wilson	Juan Delgado Survey No. 8	8	Being a 25'Drainage Easement out of that certain 1.37-acre tract.	0.19-acre Drainage Easement 0.17-acre Remaining Drainage Area 0.27-acre Temporary Construction Easement	A

As more fully described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, from said landowner or other persons who are determined to be the owners of the Property, for the public purpose of the construction of a 25-foot-wide concrete drainage easement as part of a larger drainage improvement project including placement, construction, and related appurtenances and to provide access for the operation, repair, maintenance, replacement and expansion of facilities, if any, in order to accommodate proper water drainage for the area which requires that the City acquire these easements either through purchase or by the process of eminent domain and that the City take all other lawful action necessary and incidental to such purchases or eminent domain proceedings.

SECTION 3: It is hereby determined that the City of La Vernia, Texas, and the owner(s) of such property interests have been unable to agree and cannot agree upon the value of such property interests or the damages to be paid, if any, and further settlement negotiations have become futile.

SECTION 4. The City Council of the City of La Vernia, Texas hereby authorizes and directs the City Administrator or the City Administrator's Designee, on behalf of the City, to condemn the property interests in the Property described above and to sign and execute all necessary documents to institute eminent domain proceedings for the acquisition of the Property described above and in **Exhibit "A"** herein.

SECTION 5. The City of La Vernia City Council authorizes and directs the City's Attorney, on behalf of the City, to initiate condemnation proceedings and such other actions as are necessary to acquire the property interest in the Property described above and in **Exhibit "A"** herein, by the exercise of the power of eminent domain.

SECTION 6: All acts and proceedings done or initiated by the employees, agents, and attorneys of the City of La Vernia, Texas for the acquisition of such property is hereby authorized, ratified, approved, confirmed, and validated and declared to be valid in all respects as of the respective dates thereof with and in regard to the grantor from whom such rights have been or are being acquired.

SECTION 7. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City's Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new Resolution of the City Council authorizing the condemnation of the corrected or revised Property.

SECTION 8: If any provisions, sections, subsections, sentences, clauses or phrases of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council of the City of La Vernia, Texas in adopting this Resolution that no portion thereof, or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

SECTION 9: All ordinances and 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 ordained herein.

SECTION 10: 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, as amended, Texas Government Code, and that the vote authorizing the adoption of this Resolution and the use of eminent domain power as specified herein was taken in a public meeting by record vote.

SECTION 11. This Resolution shall become effective immediately upon its passage.

Council Member	**In Favor**	**Opposed**
Mayor Gary Gilbert	_____	_____
Council Member Dianell Recker (Pro Tem)	_____	_____
Council Member Garrett Rabel	_____	_____
Council Member Chelsey Ingle	_____	_____
Council Member Katie Evans	_____	_____
Council Member Justin Oates	_____	_____

PASSED AND APPROVED on this _____ day of October 2026.

Gary Gilbert, Mayor
City of La Vernia, Texas

ATTEST:

Madison Farrow, City Secretary

25' DRAINAGE EASEMENT

LEGAL DESCRIPTION: Being a 25' Drainage Easement out of the Juan Delgado Survey No. 8, Abstract No. 8, Wilson County, Texas and also being out of that certain 1.37 acre tract described in Document No. 109049 of the Official Public Records of Wilson County, Texas; Said 25' Drainage Easement being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in May, 2025:

BEGINNING at a point in the south line of U.S. Highway No. 87 and the north line of said 1.37 acre tract for the east corner hereof and from which a 1/2 inch iron rod found in the south line of U.S. Highway No. 87 for the northeast corner of said 1.37 acre tract bears South 76°20'39" East a distance of 32.03 feet;

THENCE South 16°27'54" West a distance of 134.68 feet over and across said 1.37 acre tract to a point in the southeast line of said 1.37 acre tract for a southeast corner hereof;

THENCE along the common lines of said 1.37 acre tract, the following 2 courses:

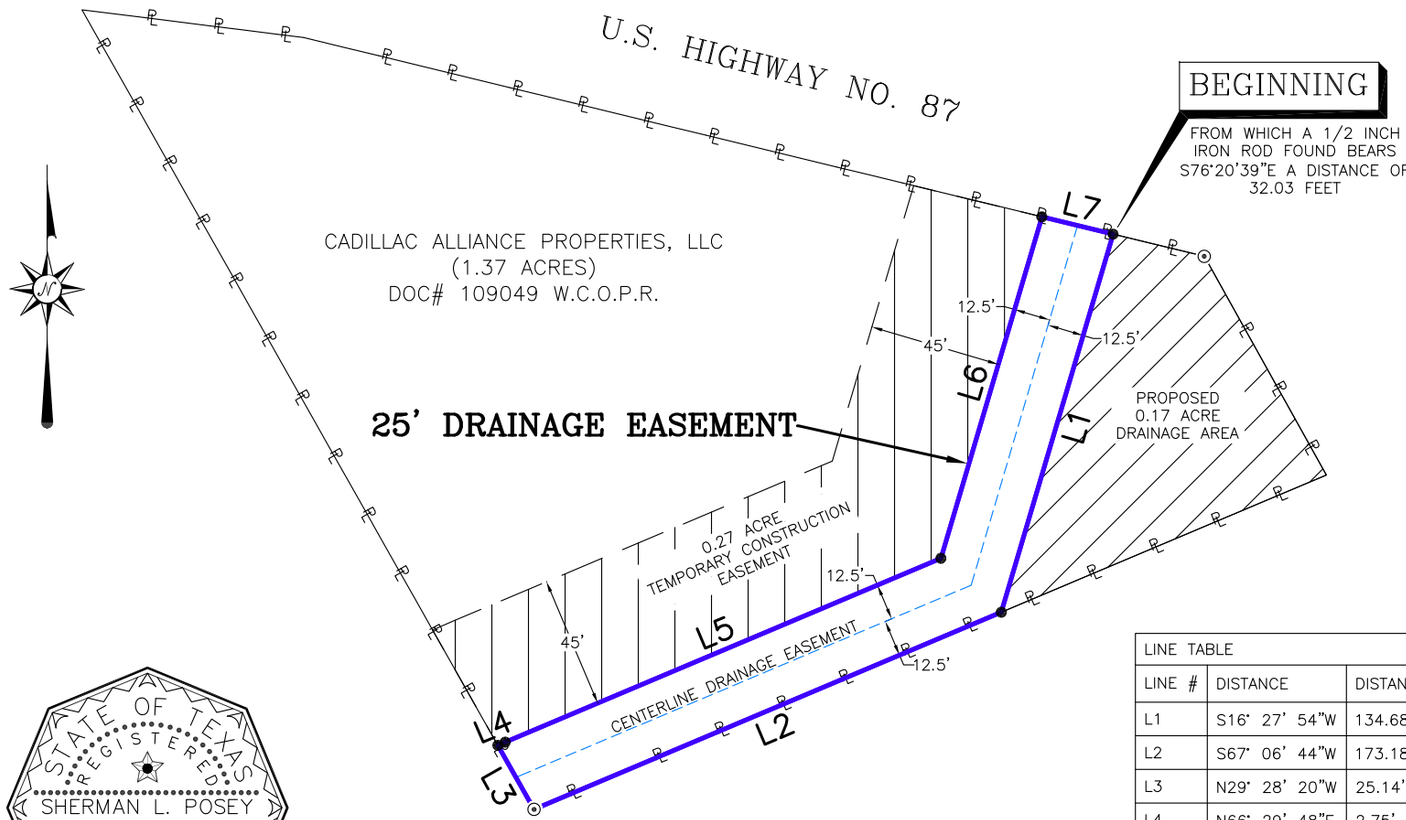
1. South 67°06'44" West a distance of 173.18 feet to a 1/2 inch iron rod found for the south corner hereof;
2. North 29°28'20" West a distance of 25.14 feet to a point for the west corner hereof;

THENCE over and across said 1.37 acre tract, the following 3 courses:

1. North 66°29'48" East a distance of 2.75 feet to a point for a corner hereof;
2. North 67°06'44" East a distance of 161.49 feet to a point for an interior corner hereof;
3. North 16°27'54" East a distance of 121.62 feet to a point in the south line of U.S. Highway No. 87 and the north line of said 1.37 acre tract for the north corner hereof;

THENCE South 76°20'39" East a distance of 25.03 feet along the south line of U.S. Highway No. 87 and the north line of said 1.37 acre tract to the **POINT OF BEGINNING** being a 25' Drainage Easement, and as shown hereon.

JUAN DELGADO SURVEY NO. 8
A-8



LINE TABLE		
LINE #	DISTANCE	DISTANCE
L1	S16° 27' 54"W	134.68'
L2	S67° 06' 44"W	173.18'
L3	N29° 28' 20"W	25.14'
L4	N66° 29' 48"E	2.75'
L5	N67° 06' 44"E	161.49'
L6	N16° 27' 54"E	121.62'
L7	S76° 20' 39"E	25.03'

LEGEND:

- EASEMENT BOUNDARY
- PROPERTY LINE
- SURVEY LINE
- FENCE
- BURIED PIPELINE
- OHE — OVERHEAD ELECTRIC LINE
- UG — UNDERGROUND UTILITY LINE
- W — WATER LINE

P.U.E. – PUBLIC UTILITY EASEMENT
B.L. – BUILDING SETBACK LINE
U.D.E. – UTILITY, DRAINAGE, AND EMBANKMENT/BACKSLOPE EASEMENT
(BRG.–DIST.) RECORD CALL
XXX/XXX VOLUME/PAGE
W.C.P.R. – WILSON COUNTY PLAT RECORDS
W.C.D.R. – WILSON COUNTY DEED RECORDS
W.C.O.P.R. – WILSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.R.P.R. – WILSON COUNTY REAL PROPERTY RECORDS

- POINT
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 120D NAIL FOUND
- IRON PIPE FOUND
- NAIL SET
- 3/8" IRON ROD FOUND
- PIPE FENCE CORNER POST FOUND
- WOOD FENCE CORNER POST FOUND

- AS MARKED
- A/C
- ELECTRIC METER
- TELEPHONE PEDESTAL
- SEPTIC
- GAS METER
- WATER WELL
- UTILITY POLE
- FIRE HYDRANT

FILE: 2025\BOUNDARY\WILSON\25-0399 Drainage Easements, Chihuahua (City of La Vernia)

STATE OF TEXAS · REGISTERED · SHERMAN L. POSEY · 6433 · PROFESSIONAL LAND SURVEYOR

INTREPID
SURVEYING & ENGINEERING
P.O. Box 1209 • 109 Dilworth Plaza
Poth, TX 78147
O. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR — DATE 06/17/2025

0' 60' 120' 180'

NOTE:
1. BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.

4. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"

REFERENCE: CADILLAC ALLIANCE PROPERTIES, LLC
LEGAL DESCRIPTION: BEING A 25' DRAINAGE EASEMENT OUT OF THE JUAN DELGADO SURVEY NO. 8, ABSTRACT NO. 8 WITHIN WILSON COUNTY, TEXAS.

JOB NO. 25-0399 REV. 1
DRAWN BY: ALC FIELD BOOK: 128/30

RESOLUTION NO. R100826-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH PLUMMER ASSOCIATES, INC. AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PLUMMER ASSOCIATES, INC.

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 Plummer Associates, Inc. as described in **Attachment A**; 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 Plummer Associates, Inc. for developing a waste water master plan;

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 agreement with Plummer Associates, Inc. for developing a waste water master plan.

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 8th day of October 2026.

CITY OF LA VERNIA, TEXAS

_____
Gary Gilbert, Mayor

ATTEST:

_____
Madison Farrow, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment A

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of LaVernia ("Owner") and Plummer Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: City of LaVernia Wastewater Master Plan ("Project").

Consultant's services under this Agreement are generally identified as follows: The City of La Vernia, Texas, has requested the Consultant to develop a Wastewater Master Plan to evaluate the Owner's existing wastewater collection and treatment systems, identify capacity and operational deficiencies, assess future service area expansion needs, and establish a prioritized 10-year Capital Improvement Plan (CIP). The project will include hydraulic modeling of the collection system, evaluation of future wastewater demands associated with westward growth, assessment of alternatives for integrating future treatment facilities, and a capacity evaluation of the existing wastewater treatment plant. ("Services").

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above ("Additional Services").

B. Consultant shall complete its Services within the following specific time period: 180 days from notice to proceed. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.

C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Parties agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures below.

Parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to

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mediation. Parties agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days. The mediation will be conducted with a professional mediation company such as JAMS, JAG or other professional mediation company that the Parties may agree upon. Each party shall be responsible for half the mediator's fees and shall be responsible for their own associated attorney's fees and costs. If the parties fail to resolve a Dispute through mediation then, the parties may exercise their rights at law

B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Consultant for Services as follows:

A Lump Sum amount of $174,446.00.

In addition to the Lump Sum amount, reimbursement for the following expenses: None.

B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period and the total Services completed to date.

2.03 *Additional Services:* For Additional Services, Exhibit B will be used. Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.

b. By Consultant:

1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 9.01.B.

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c. Consultant shall have no liability to Owner on account of a termination for cause.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *Insurance*

A. Consultant will procure and maintain the following insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance.

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Coverage	Policy limits of not less than:
Workers' Compensation	
State	**$1,000,000**
Employer's Liability	
Each accident	**$1,000,000**
Each employee	**$1,000,000**
Policy limit	**$1,000,000**
Commercial General Liability	
General Aggregate	**$2,000,000**
Personal and Advertising Injury	**$1,000,000**
Bodily Injury and Property Damage—Each Occurrence	**$1,000,000**
Automobile Liability	
Bodily Injury	
Each Person	**$1,000,000**
Each Accident	**$1,000,000**
Property Damage	
Each Accident	**$1,000,000**
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	**$1,000,000**
Excess or Umbrella Liability	
Each Occurrence	**$5,000,000**
General Aggregate	**$5,000,000**
Professional Liability	
Each Claim	**$3,000,000**
Annual Aggregate	**$3,000,000**
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	**$if required**
General Aggregate	**$if required**
Other Insurance [Specify]	
Each Claim	**$if required**
General Aggregate	**$if required**

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6.01 *Additional Insureds:*

A. Owner shall cause Consultant, its Subconsultants, and its Consultant's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project.

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

Plummer Associates, Inc.
Consultant

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2. During the term of this Agreement the Consultant shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Consultant's general liability policy.

7.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.

C. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.

D. Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from OPCC(s) prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.

F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

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any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, employees, and consultants;

Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and such limited license to Owner shall not create any rights in third parties.

G. Owner and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to $ 174,446 or the total amount of compensation received by Consultant, whichever is greater.

I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. If an event or circumstance beyond the Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, or other causes that are beyond the reasonable control of the Consultant, whether similar or dissimilar to any of the foregoing, that cause the Consultant delay or additional expense ("*Force Majeure* Event"), then the Consultant is entitled to an equitable adjustment in the contract price or time for performance, or both. If

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any Force Majeure Event renders Consultant's performance impossible or impracticable, Consultant has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a **Force Majeure** Event, Consultant will notify Owner within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Consultant's performance, including its expected duration. Consultant will use reasonable good-faith efforts to mitigate the impact of any *Force Majeure* Event on Consultant's ability to perform under this Agreement.

8.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Exhibit B will be used for Amendments to this Agreement.

9.01 *Definitions*

A. *Contractor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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10.01 *Exhibits to Agreement*

Exhibit A – Scope of Services

Exhibit B – Amendment to Owner-Consultant Agreement

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of LaVernia, TX

By: _____

Print name: _____

Title: _____

Date Signed: _____

Address for Owner's receipt of notices:

_____

_____

Consultant: Plummer Associates, Inc.

By: _____

Print name: Amy Lynn Middleton

Title: South and Central Texas Area Leader

Date Signed: _____

Consultant License or Firm's Certificate No. (if required):
Firm No. 13
State of: Texas

Address for Consultant's receipt of notices:

12500 San Pedro Avenue, Ste. 401

San Antonio, TX 78216

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EXHIBIT A SCOPE OF SERVICES

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City of La Vernia

Wastewater Master Plan

Proposal

The City of La Vernia, Texas, has requested Plummer Associates, Inc. (PLUMMER) to develop a Wastewater Master Plan to evaluate the City's existing wastewater collection and treatment systems, identify capacity and operational deficiencies, assess future service area expansion needs, and establish a prioritized 10-year Capital Improvement Plan (CIP). The project will include hydraulic modeling of the collection system, evaluation of future wastewater demands associated with westward growth, assessment of alternatives for integrating future treatment facilities, and a capacity evaluation of the existing wastewater treatment plant (WWTP).

Basic Services for this project include the following tasks, each of which are detailed below:

1. Meetings
2. Existing Wastewater System
3. Future Service Area
4. System Integration
5. Wastewater Treatment Plant Capacity Evaluation
6. Capital Improvement Recommendations
7. Report
8. Project Administration

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1. Meetings

a. Kickoff Meeting: A virtual kickoff meeting will be held to discuss the project scope, goals and schedule. As part of the meeting, Plummer Associates, Inc. (PLUMMER) will obtain information from City staff on challenges within the wastewater collection system. In addition, potential future collection system/treatment options to be evaluated in subsequent tasks will be discussed at the kickoff meeting.
b. Progress meetings: PLUMMER will prepare for and facilitate three (3) project progress meetings to be held virtually. One meeting will take place following existing system and future system evaluations (Task 2 & 3) to discuss the collection system/treatment options; the second meeting will be following the system integration evaluation and wastewater treatment plant capacity evaluation to review recommendations (Task 4 & 5); and the third meeting will be held to review the 10-year CIP and report (Task 6 & 7).

2. Existing Wastewater System

a. Data Collection: PLUMMER will provide a request for information to collect, review, and organize available information necessary to evaluate the existing wastewater collection and treatment systems and support development of the wastewater master plan. Information requested from the City may include, but is not limited to:
    i. Existing GIS mapping and utility network data, including gravity sewers, force mains, manholes, lift stations, and related appurtenances.

ii. Record drawings, as-built plans, construction records, previous studies, master plans, capital improvement plans, and pertinent engineering reports.
iii. Historical operating data, including influent and effluent flow records, lift station run times, pump performance information, SCADA data, and available rainfall records.
iv. Existing wastewater treatment plant documentation, including process flow diagrams, hydraulic profiles, equipment inventories, maintenance records, permit documentation, compliance reports, and operational data.
v. Historical wastewater flow and loading information, including available flow monitoring data, billing data, customer account information, population data, and land use information necessary for flow allocation and projection development.
vi. Existing and proposed development information, including zoning maps, comprehensive plans, development agreements, and known growth or expansion areas identified by the City.
vii. Information related to planned infrastructure improvements, known capacity constraints, recurring maintenance issues, inflow and infiltration concerns, and operational challenges identified by City staff.
viii. PLUMMER will review the collected information, identify data gaps that could affect the planning-level evaluation, and coordinate with City staff regarding any additional information necessary to complete the analyses included in this scope.

b. Existing System Model: PLUMMER will create a hydraulic model for the existing system based on existing GIS files provided by the City. The City will provide PLUMMER as-built drawings and any needed field measurements of manhole depths or other necessary data of the existing wastewater system that will be modeled; otherwise, these locations will be modeled using industry assumptions.
    i. Flow metering and rain gauge monitoring: Available flow meter data and rain gauge data will be analyzed to quantify dry weather and wet weather flow and to calibrate the hydraulic models. Flow data is assumed to be provided by City SCADA system electronically, and no flow monitoring is included in this scope of work.
    ii. Existing flows will be allocated using geocoded water meters, current land use, winter billing data for the meters, and flow monitoring data.
    iii. Wastewater flow projections will be developed based on City discussions and available projections and flow data.
    iv. The hydraulic model will be calibrated to available flow monitoring and rainfall data to the extent practical based on available system information.
    v. Existing capacity limitations, hydraulic bottlenecks, and areas susceptible to surcharge conditions will be identified and documented.
c. Lift Station Testing: PLUMMER will conduct field testing up to four (4) lift stations anticipated to be modeled. PLUMMER will provide up to two (2) staff for testing and City will provide at least one (1) staff to assist in efforts.
d. In conjunction with the City, PLUMMER will recommend design criteria, including the design storm, allowable system surcharging, minimum and maximum pipe velocities and line replacement/line parallel criteria.

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3. Future Service Area

a. In coordination with City staff, PLUMMER will evaluate anticipated development trends and future growth projections within the proposed western expansion area.
b. Future wastewater flow projections will be developed using available development plans, projected land uses, population growth information, and industry-standard wastewater generation factors.
c. Future service area will be added to the wastewater existing system model developed in previous tasks to determine recommendations for system integration of proposed west wastewater treatment plant with existing wastewater service area and treatment plant.

4. System Integration

a. Existing and ultimate capacity for 10-year plan improvements will be evaluated using the model and existing/ultimate loading.
b. In conjunction with the City, PLUMMER will develop and evaluate up to two (2) potential collection system/treatment options to serve ultimate flows in the system, potentially including options for separate wastewater systems, combined system with both plants in service, or combined system with one plant in service. Options will be presented to and selected by the City.
c. A ranking exercise will be performed (Progress Meeting #3) and a preferred option will be selected for phasing into the CIP.
d. Alternatives will be evaluated based on capital cost, operational complexity, long-term reliability, regulatory considerations, expandability, and overall lifecycle benefits.

5. Wastewater Treatment Plant Capacity Evaluation

a. Data Collection and Gap Assessment: PLUMMER will collect and review available documentation including existing plant drawings and record documents, process flow diagrams and hydraulic profiles, operating permits and recent compliance reports, historical flow and loading data, operations and maintenance records, equipment inventories and maintenance logs, previous studies and master plans.
b. Process and Capacity Evaluation:
    i. Review historical influent and effluent performance.
    ii. Compare current operations to permit requirements.
    iii. Evaluate process performance under current and projected loading conditions, based on equipment capacity, as-built drawings, and loading requirements (no process modeling included in this scope).
    iv. Assess available treatment capacity and identify process bottlenecks.
    v. Evaluate resiliency, redundancy, and reliability of critical treatment processes.
    vi. Identify operational risks and regulatory vulnerabilities.
c. Regulatory and Operational Compliance Review
    i. Review compliance history and permit requirements.
    ii. Identify process, equipment, or operational deficiencies affecting permit compliance.
    iii. Evaluate monitoring, reporting, and laboratory capabilities.
    iv. Identify opportunities to improve operational efficiency and reliability.
    v.

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6. Capital Improvement Recommendations

a. Based on results of the capacity evaluation, service area expansion, and preferred system integration, recommendations for increased sizing and/or new infrastructure will be developed and compiled into a phased 10-yr capital improvement plan.
b. Planning-level opinions of probable construction cost (OPCCs) and relevant project information will be developed for each improvement recommendation.
c. Recommended improvements will be prioritized as Immediate (0-2 years), Near-Term (3-5 years), and Long-Term (6-10 years) implementation projects and summarized into project information sheets for major improvement recommendations.
d. Improvement recommendations will be presented at a planning level suitable for future budgeting, capital planning, and funding pursuits.

7. Report

a. PLUMMER will prepare a Draft Wastewater Master Plan Report documenting:
    i. Existing collection system evaluation
    ii. Hydraulic modeling methodology and results
    iii. Future growth projections
    iv. Future service area analysis
    v. System integration alternatives evaluation
    vi. Capacity and compliance assessment
    vii. Recommended capital improvements
    viii. Planning-level OPCCs
    ix. Prioritized 10-year CIP
b. One electronic draft report will be submitted for City review.
c. PLUMMER will incorporate one consolidated round of comments and prepare a final report. Three (3) printed copies and one electronic PDF copy will be provided.

8. Project Management

a. Project management includes coordination of project tasks, development and ongoing management of the project schedule, preparation of progress reports and invoices, oversight of quality control activities and other administrative tasks necessary for successful completion of the project.

Additional Services

Additional Services are tasks not included in the above-described Basic Services and are to be performed by Plummer only as authorized by the Client in writing as an amendment to this agreement. These services would be for an additional agreed-upon fee via amendment to this scope of services. These services could include, but are not limited to:

A. Additional meetings beyond the number of meetings listed in Basic Services
B. Assistance with on-site data collection or field services, not defined in Basic Services
C. Conversion of any hard copy data, specified in the Basic Services to be provided in electronic format by the Client, to electronic format
D. Additional modeling and analysis to include conditions that are not listed in Basic Services
E. Wastewater process modeling and/or analysis

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F. Water and/or wastewater system mapping services, either via creation of hardcopy or online server maps, outside of those produced as supporting figures for the project report
G. Preliminary or detailed design of recommended improvements listed in the project report
H. Additional flow monitoring programs, temporary flow metering, rainfall monitoring, or wastewater sampling.
I. Detailed structural, electrical, mechanical, or process evaluations requiring specialty subconsultants.
J. Funding assistance, grant applications, TWDB funding support, or preparation of environmental documentation.
K. Condition assessment of the existing wastewater treatment plant facilities including field visits and asset rankings of infrastructure.
L. Development of improvements at the existing wastewater treatment plant facilities to be incorporated in the 10-year CIP.

Assumptions

The following assumptions form the basis of PLUMMER's scope, schedule, and fee. If these assumptions are found to be materially different during the course of the project, adjustments to the scope, schedule, or fee may be required through mutual agreement between the City and PLUMMER.

A. Existing GIS data, record drawings, and operational data provided by the City are assumed to be substantially complete and suitable for planning-level analysis.
B. Hydraulic modeling recommendations will be developed for planning purposes and are not intended as final design documents.
C. Future land use assumptions, development projections, and growth scenarios will be developed in collaboration with City staff.
D. Plant staff will provide access to all facilities and available operational records.
E. Detailed structural evaluations, electrical evaluations, geotechnical investigations, and equipment testing are not included unless specifically authorized.
F. No design services are included.
G. Cost estimates will be planning-level opinions suitable for budgeting and CIP development.

Exclusions

The following items are specifically excluded from the Basic Services described herein unless otherwise authorized in writing by the City and incorporated into the scope as Additional Services. These exclusions are intended to clarify the limits of the planning-level analyses and evaluations included in this project.

A. Flow monitoring.
B. Detailed structural engineering analysis.
C. Hazardous materials investigations.
D. Electrical arc flash studies.
E. Surveying, geotechnical, or subsurface investigations.
F. Pilot testing.
G. Detailed design, permitting, and construction phase services.
H. CCTV inspection of gravity sewer mains.

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I. Detailed equipment testing, vibration analysis, or non-destructive testing.
J. Preparation of permit amendments or TPDES permit application.
K. Survey-grade verification of system infrastructure.

Schedule

Basic Services will be completed within approximately 180 calendar days following receipt of all requested information and notice to proceed. Delays in receiving requested information, field access, or City review comments may result in corresponding schedule adjustments.

Compensation

Compensation for Basic Services will be paid on a “Lump Sum” basis for a total fee of $174,446 based on monthly estimated percentage completion of the overall project.

Task	**Cost (Fixed Fee)**
Meetings	$13,880
Existing System	$34,256
Future System	$10,100
System Integration	$9,225
WWTP Capacity Evaluation	$17,850
CIP Recommendations	$33,875
Report	$38,565
Project Management	$16,695
Basic Services Total	**$174,446**

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This is **Exhibit B**, Amendment**,** referr
and part of the Agreement between Owner
and Engineer for Professional Services.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. **Enter Amendment Number**

Owner: **Name of Consultant**
consultant: **Name of Subconsultant**
Project: **Name of Project**
Effective Date of Owner-Consultant Agreement: **Effective Date**
Nature of Amendment: (Check those that apply)

☐ Additional Services to be performed by Consultant
☐ Modifications to services of Consultant
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Consultant
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed (i.e., description of Additional Services, modifications to Responsibilities, Schedule modification). Use an attachment if necessary. Include cost breakdown and documentation, if applicable

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

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Owner and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **Enter Effective Date of Amendment**. The Engineer and Consultant acknowledge that this Agreement shall not become enforceable until approved by **INSERT AGENCY OR OWNER, OTHERWISE OMIT**.

Owner	Consultant
_____	Plummer Associates, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)

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