City of La Vernia

CITY COUNCIL MEETING AT POSTED TIME OR DIRECTLY FOLLOWING ZBOA MEETING

102 E. Chihuahua St., La Vernia, Texas 78121
November 12, 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. Minutes from the October 08, 2026 meeting
B. Minutes from the October 22, 2026 meeting

5. Public Hearing

A. The City Council will host a public hearing to discuss and consider action on Ordinance No. 111226-01, Amending La Vernia code of Ordinances Chapter 38 Landscape and Tree Preservation.

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. 111226-01, Amending La Vernia code of Ordinances Chapter 38 Landscape and Tree Preservation.

6. Ordinances

A. Discuss and consider action on Ordinance No. 111226-02 regarding La Vernia's TMRS matching ratio

7. Resolutions

A. Discuss and consider action on Resolution No. R111226-01 regarding La Vernia Little League Contract

B. Discuss and consider action on Resolution No. R111226-02 regarding TexPool Prime Account

C. Discuss and consider action on Resolution No. R111226-03 regarding amending the LVISD SRO Contract

8. 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.

A. Pursuant to Local Government Code section §551.072. *(Deliberations about Real Property)* of the Open Meeting Act. Tex. Gov't Code, the City Council will meet in executive session to deliberate on proposed developments taking place at a property(S) legally known as
A. CITY OF LA VERNIA, LOT 129 & 130 (LOT 9 BLK 30), ACRES 0.81
B. WESTOVER SUB, BLOCK 4, LOT 1 & 15, U-2 (DETENTION POND), ACRES 0.306

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 **November 05, 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

City of La Vernia

CITY COUNCIL MEETING

102 E. Chihuahua St., La Vernia, Texas 78121
October 08, 2026
6:30 PM

MINUTES

1. Call to Order

The meeting was called to order at 6:40PM

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

2. Invocation & Pledge of Allegiance

Pastor 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.)

Cindy Jendrusch and Jan Lares addressed concerns regarding school traffic, stating that parents are using Silverado Hills for student pick-up and drop-off. They explained that this has resulted in vehicles blocking residents' driveways and creating access issues. They requested that the Police Department explore alternative options to help manage parent pick-up and drop-off traffic. Mayor Gilbert stated that he would discuss the matter with the Chief of Police to determine possible solutions.

Bobbie Jo, representing Thriving Hearts Crisis Center, read the proclamation recognizing Domestic Violence Awareness. Mayor Gilbert then completed the reading of the proclamation.

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

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

5. Proclamations

A. Proclamation regarding Domestic Violence

Bobbie Jo, representing Thriving Hearts Crisis Center, read the proclamation recognizing Domestic Violence Awareness. Mayor Gilbert then completed the reading of the proclamation during citizens to be heard.

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.

A.1 Open Public Hearing

The Public hearing was opened @6:58PM.

A.2 Requestor Presentation

Wendy from The Keith Corporation presented for Tractor Supply.

A.3 Staff Presentation

City Administrator Lindsey Wheeler stated that the replat associated with the rezoning request was approved on Tuesday. She informed the Council that the Planning and Zoning Board recommended denial of the rezoning request and suggested that the applicant instead rezone the property to C-1 and apply for the necessary variances. One of the Board's concerns was that if Tractor Supply does not move forward with construction, the property would remain zoned C-2.

However, City staff's recommendation is to approve the rezoning request. Lindsey

Wheeler also stated that Tractor Supply has indicated its willingness to include a contingency plan stating that the property would be developed as a Tractor Supply location, otherwise, the property would revert to R-A zoning.

A.4 Receive Public Comments
There were no public comments.

A.5 Close Public Hearing
The Public Hearing was closed @7:06PM.

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.
Mayor Gilbert stated that denying the rezoning request and requiring the applicant to rezone the property to C-1 and apply for variances would create additional hurdles. He expressed his appreciation for the Planning and Zoning Board and the work they put into reviewing the request at Tuesday night's meeting. Mayor Gilbert recommended that the Council approve the rezoning request with the proposed conditions.
Motion made by Oates, seconded by Recker to approve 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. With the contingency that the property be developed as a Tractor Supply Company location and that the sale of the property be finalized, all in favor.

7. Discussion Only

A. Discussion surounding amendments to Ch. 38, Zoning regarding landscape standards and tree preservation
City Engineer Morgen Gore presented a chart on proposed changes to Chapter 38. Council stated they like the optional irrigation meter for residents but mandatory for commercial, they also like the fee for tree removal and would like this to come back next month for a public hearing.

8. Resolutions

A. Discuss and consider action on Resolution No. R100826-01 regarding financial assistance from the Texas Water Development Board
City engineer Morgen Gore stated this approves us moving forward with the grant.
Motion made by Recker, seconded by Rabel to approve Resolution No. R100826-01 regarding financial assistance from the Texas Water Development Board, all in favor.

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

Katie with the San Antonio River Authority (SARA) stated that they currently handle maintenance and permitting for the City's wastewater treatment plant. She also announced that their services will be expanding to include the lift station.
Motion made by Oates, seconded by Recker to approve Resolution No. R100826-02 an amendment to the interlocal agreement between the City of La Vernia and San Antonio River Authority, all in favor.

C. Discuss and consider action on Resolution No. R100826-03 regarding eminent domain for 13521 US HWY 87 W LA VERNIA, TX 78121
City Engineer Morgen Gore stated that this is the final component needed to complete the drainage project. She explained that the City has made several attempts to contact the property owners to discuss purchasing the property but has not received a response. City Administrator Lindsey Wheeler added that the drainage project would ultimately increase the value of the property.
Mayor Gilbert stated that although this is not his preferred course of action, it is necessary to move forward with the project to ensure the safety and protection of the City and its residents.
Motion made by Recker, seconded by Rabel to approve Resolution No. R100826-03 regarding eminent domain for 13521 US HWY 87 W LA VERNIA, TX 78121
A roll call vote was taken:
Mayor Gilbert- for
Dianell Recker- for
Justin Oates- for
Katie Evans- for
Chelsey Ingle- for
Garrett Rabel- for

D. Discuss and consider action on Resolution No. R100826-04 regarding waste water master plan
Amy from Plummer presented, she stated this is a long rage plan -10 years.
Motion made by Rabel, seconded by Evans to approve Resolution No. R100826-04 regarding waste water master plan, all in favor.

9. Items Specific to Future Line Items on the Agenda

- Chapter 38 Ordinance

10. Adjourn

Motion made by Oates, seconded by Rabel to adjourn at 7:33PM, 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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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.

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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 **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

ORDINANCE NO. 111226-01

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING; MAKING REVISIONS TO Sec. 38-403. - LANDSCAPING STANDARDS, ADDING SECTION I LANDSCAPE IRRIGATION REQURENMENTS; CREATING CHAPTER 38 ZONING SEC. 38-404. – TREE PRESERVATION AND PROTECTION STANDARDS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

Section 1.
Zoning Regulations Amended.

1. **CHAPTER 38 ZONING, Sec. 38-403. - LANDSCAPING STANDARDS ADDING SECTION I LANDSCAPE** of the City of La Vernia's Code of Ordinances is hereby amended as reflected in the attached document as **Attachment "A."**

2. **Chapter 38 Zoning Sec. 38-404. – Tree Preservation and Protection Standards** of the City of La Vernia's Code of Ordinances is hereby created as reflected in the attached document as **Attachment "B."**

Section 2.
Severability

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

Section 3
Cumulative

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

Section 4.
Effective Date

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

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF November 2026.

_____
Gary Gilbert, Mayor
City of La Vernia

ATTEST:

_____
Madison Farrow, City Secretary
City of La Vernia

ATTACHMENT A

Sec. 38-403. - Landscaping standards.

(e)

Landscaping required.

(1)

Fifteen percent of the total land area in any proposed multifamily residential or nonresidential development or construction that occurs for any use after the effective date of the ordinance from which this chapter is derived shall be landscaped.

(2)

All landscaping shall be completed and installed in accordance with the approved landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension, not to exceed 90 days, may be granted upon approval of the administrative official.

(3)

Where the development is to be a multiphase development, only the area being developed in the current phase need to be subject to the landscape regulations; however, each phase will be required to meet the landscaping requirements as they are being developed.

(4)

The use of native and adapted, drought tolerant plants is encouraged to meet requirements of this section.

(5)

Artificial plants or turf are expressly prohibited.

(6)

~~An irrigation system must be provided or a hose bib connection be available within 100 feet of all landscape areas with all landscape plans for nonresidential developments.~~

An irrigation system or hose bib connection shall be provided within 100 feet of all landscape areas shown on landscape plans for nonresidential developments. Any

irrigation system provided pursuant to this section shall comply with the landscape irrigation requirements of subsection (i).

(h)

Multifamily and nonresidential landscaping requirements.

(1)

Requirement standards. The following standards shall apply to all multifamily and nonresidential properties. Standards that are set forth in this section for the provision of trees may be met by saving existing, on-site trees of six inches minimum caliper, measured 4.5 feet above grade, or by planting new trees.

(2)

Nonresidential and multifamily buffering and screening requirements.

a.

In addition to any screening requirements, when a nonresidential or multifamily use is established on a lot located adjacent to a residentially zoned property, the nonresidential or multifamily use shall provide a minimum ten-foot landscape buffer strip adjacent to the property line of the residentially zoned property. A minimum of one tree shall be planted for each 50 linear feet of landscape buffer. A minimum of ten shrubs shall be planted for each 50 linear feet of landscape buffer. All other areas within the landscape buffer shall be covered with grass or another solid vegetative cover approved at the time of site plan approval.

b.

When a nonresidential or multifamily use is established on a lot adjacent to a residentially zoned property, the nonresidential or multifamily use shall construct a solid screening fence constructed of wood, masonry or other material to a minimum of six feet in height, approved by the planning and zoning commission taking into consideration aesthetic value, light, air, or open space factors and accessibility and safety concerns at the time of site plan approval. The screen shall be located no closer to the street than the property line. Such screening fence shall be maintained in good condition.

(3)

Parking area landscaping and buffering requirements.

a.

Perimeter landscaping and screening.

1.

Any parking lot or portion thereof that fronts upon or is adjacent to a public or private street right-of-way and contains ten or more parking spaces shall provide a minimum ten-foot landscape buffer adjacent to the street right-of-way. A minimum of one tree shall be planted for each 50 linear feet of landscape buffer. A minimum of ten shrubs shall be planted for each 50 linear feet of landscape buffer. All other areas within the landscape buffer shall be covered with grass or another solid vegetative cover approved at the time of site plan approval.

2.

A landscaped berm or combination of berm and shrubs may be provided in lieu of required shrubs. The berm must be an average height of three feet, but in no case less than 18 inches, above the average grade of the street and parking lot curbs. A variation in height of the berm is encouraged. Shrubs may be grouped to provide variety in design.

b.

Interior landscaping.

1.

All parking areas shall provide a minimum of ten percent of the gross parking area devoted to landscaping. Interior landscape areas shall be protected from vehicular encroachment of overhang through appropriate wheel curbs, tire stops/parking blocks or similar barriers. A minimum of one tree shall be planted for each 400 square feet of required interior landscape area.

2.

Interior areas of parking lots shall contain planting islands, peninsulas, or medians located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every 12 parking spaces and at the terminus of all rows of parking. Such islands shall be a minimum of 200 square feet. Planter islands shall contain a combination of trees, shrubs, lawn, ground cover and other appropriate materials provided such landscaping does not cause visual interference within the parking area.

c.

Distribution of landscaped areas. Required landscaped areas for parking lots shall be evenly distributed throughout the parking lot. Adjustments may be approved by the

planning and zoning commission and city council at the time of site plan approval when the shape or size of the parking lot, the location of existing trees or other natural constraints reasonably prevent such distribution.

(4)

Dumpster screening and buffering requirements. All dumpsters or other solid waste collection facilities located on a nonresidential or multifamily property shall be located away from residential properties or uses and shall be enclosed on three sides by a minimum six-foot-tall masonry or other noncombustible material screening wall. Temporary dumpsters are exempt from this screening requirement. Temporary dumpsters must be removed upon completion of the event, construction, or demolition.

(i), "Landscape Irrigation Requirements,"

(1) Applicability. All new landscape irrigation systems installed in connection with development subject to this section shall comply with the requirements of this subsection and all applicable federal, state, and local laws, regulations, and requirements.

(2) Separate irrigation meter. All new landscape irrigation systems connected to the City's potable water supply shall be served through a separate irrigation water meter dedicated solely to landscape irrigation for all Commercial, multifamily, industrial, and other nonresidential development. The irrigation system shall not be connected to or supplied through a meter serving domestic, commercial, or other non-irrigation water uses. Single-family residential development is exempt from the separate irrigation meter requirement and may connect the irrigation system to the domestic water meter, provided an approved backflow prevention device is installed in accordance with applicable City requirements. The backflow prevention device shall be located in an area accessible to City staff for inspection.

(3) Drip irrigation required. All new landscape irrigation systems shall utilize drip irrigation as the required method of irrigation for landscape beds, trees, shrubs, and other planted areas, excluding turfgrass lawns. Traditional spray irrigation systems, including pop-up spray heads, fixed spray heads, and conventional sprinkler heads, may be used for turfgrass lawns but shall not be permitted for landscape beds, trees, shrubs, or other planted areas required to be irrigated under this section

(4) Irrigation zones. Irrigation systems shall be designed with separate zones based upon plant material type, water requirements, sun and shade conditions, soil conditions, and other relevant site conditions to promote efficient water use.

(5) Prevention of overspray and runoff. Irrigation systems shall be designed and installed to prevent water from spraying, flowing, or otherwise being discharged

onto buildings, sidewalks, driveways, parking areas, streets, alleys, or other impervious surfaces.

(6) Irrigation plan. The landscape plan required by subsection (d) shall identify the location of the irrigation meter, point of connection, irrigation lines, valves, irrigation zones, and type of irrigation equipment proposed. The plan shall demonstrate compliance with the irrigation requirements of this subsection.

(7) Compliance with state requirements. All landscape irrigation systems shall be designed, installed, operated, and maintained in accordance with applicable requirements of Texas Commission on Environmental Quality (TCEQ) regulations, including 30 Texas Administrative Code Chapter 344, as amended. Where the requirements of this section are more restrictive than applicable state requirements, the requirements of this section shall apply to the extent permitted by law.

(8) Maintenance. Irrigation systems shall be maintained in good working order and operated in a manner that prevents water waste, excessive runoff, overspray, or other inefficient use of water. Backflow devices are required to be tested annually with a passing inspection report to be submitted to the City for review.

ATTACHMENT B

Sec. 38-404. – Tree Preservation and Protection Standards.

(a) Purpose and intent.

The purpose of this section is to encourage the preservation of mature and desirable trees, protect existing trees during development and construction, regulate the unnecessary removal of protected and heritage trees, and provide for replacement or mitigation when removal is necessary.

It is the intent of this section to:

(1) Discourage the indiscriminate clearing of property;

(2) Preserve and enhance the natural character and aesthetic appearance of the city;

(3) Protect healthy and desirable trees and encourage preservation of mature tree canopy;

(4) Protect and enhance the value of residential, commercial, and other developed property;

(5) Reduce heat, glare, erosion, stormwater runoff, and other adverse environmental effects associated with development and impervious surfaces;

(6) Encourage site design that incorporates existing trees and natural features whenever reasonably practicable; and

(7) Establish reasonable standards for the protection, removal, and replacement of protected and heritage trees during development.

(b) Applicability.

Except as otherwise provided in this section, these requirements shall apply to new commercial, industrial, multifamily, residential subdivision, and other development within the corporate limits of the city for which an application establishing development rights

has not been filed or approved prior to the effective date of this section, subject to applicable state law.

(c) Exemptions.

The following shall be exempt from the tree preservation and replacement requirements of this section:

(1) Property lawfully devoted to bona fide agricultural use and actively being used for agricultural purposes;

(2) An existing owner-occupied single-family residence located on an individual lot of two acres or less, except where tree removal is associated with subdivision, redevelopment, or new construction requiring approval by the city;

(3) Removal of a tree that is dead, diseased, damaged beyond reasonable recovery, in imminent danger of falling, or determined by the city administrator or designee to constitute an immediate threat to public health or safety;

(4) Removal or trimming reasonably necessary to restore interrupted public utility service following a storm, flood, accident, or other emergency;

(5) Trees grown by a licensed nursery specifically for commercial sale; and

(6) Other activities expressly exempted by state law.

(d) Definitions.

For purposes of this section:

DBH (diameter at breast height) means the diameter of a tree trunk measured in inches at a point 4.5 feet above the surrounding natural grade.

For a multi-trunk tree, DBH shall be calculated in accordance with an approved method established by the administrative official.

Drip line means an imaginary vertical line extending from the outermost portion of a tree's canopy to the ground.

Heritage tree means a tree having a DBH of 24 inches or greater and which is not identified by the city as a prohibited or non-credit species.

Protected tree means a tree having a DBH of six inches or greater and which is not identified by the city as a prohibited or non-credit species.

Root protection zone (RPZ) means the area surrounding a tree intended to protect the tree's root system during construction, generally consisting of the area beneath and extending to the drip line of the tree unless otherwise approved by the administrative official.

Tree mitigation means the replacement of removed protected or heritage tree diameter through the planting of approved replacement trees, preservation of additional qualifying trees, payment into an authorized tree mitigation fund if established by the city, or another method expressly approved by the city and permitted by state law.

Tree preservation plan means a plan identifying protected and heritage trees located on a development site and demonstrating the trees proposed for preservation, removal, protection, and mitigation.

(e) Tree preservation plan or affidavit required.

(1) An applicant for a preliminary plat, final plat, site plan, or building permit associated with development subject to this section shall submit either:

a. A tree affidavit affirming that no protected or heritage trees subject to this section are located on the property or will be removed or materially damaged by the proposed development; or

b. A tree preservation plan identifying protected and heritage trees located on the property.

(2) When a tree preservation plan identifies the proposed removal of a protected or heritage tree, the applicant shall also provide the information necessary for the city to determine compliance with the preservation and mitigation requirements of this section.

(3) Approval of a tree preservation plan shall be required prior to clearing, grading, excavation, or other site disturbance affecting protected or heritage trees.

(f) Minimum contents of tree preservation plan.

A tree preservation plan shall include, at a minimum:

(1) Property boundaries;

(2) Existing and proposed structures;

(3) Existing and proposed streets, driveways, parking areas, sidewalks, easements, utilities, drainage facilities, and rights-of-way;

(4) Existing and proposed topography when required by the administrative official;

(5) The location, species, and DBH of each protected and heritage tree;

(6) Identification of each protected and heritage tree proposed to remain and each proposed for removal;

(7) The root protection zone of trees proposed to remain;

(8) A summary of total qualifying DBH proposed for preservation and removal;

(9) Proposed tree-protection measures; and

(10) Proposed mitigation or replacement trees, where required.

The tree preservation information may be incorporated into the landscape plan required by section 38-403 rather than submitted as a separate drawing, provided all information required by this section is clearly shown.

(g) Protection of trees during construction.

Tree protection measures shall be installed before commencement of clearing, grading, excavation, or construction and shall remain in place for the duration of construction.

Within the root protection zone of a protected or heritage tree designated for preservation:

(1) Construction fencing shall be installed and maintained;

(2) Vehicles, equipment, spoil, construction materials, debris, or other materials shall not be stored;

(3) Concrete washout, paint, oil, solvents, chemicals, asphalt, mortar, or other potentially harmful materials shall not be deposited;

(4) No sign, wire, nail, fixture, or other attachment shall be affixed to the tree except an approved protective device;

(5) Existing grade shall not be raised or lowered by more than six inches unless an alternative tree-protection method is approved by the administrative official;

(6) Damage to roots, trunks, limbs, or crowns shall be minimized and promptly corrected using accepted arboricultural practices; and

(7) The area shall remain pervious except for improvements expressly approved as part of the development plan.

(h) Preservation standards.

Unless a variance or alternative compliance method is approved pursuant to this section:

(1) Commercial, multifamily, industrial, and other nonresidential development shall preserve not less than 25 percent of the total qualifying DBH located on the development site.

(2) New single-family residential subdivisions shall preserve not less than 50 percent of the total qualifying DBH located within the subdivision, calculated prior to development.

(3) Removal of a heritage tree shall require specific approval regardless of whether the minimum overall preservation percentage has otherwise been achieved.

The city may approve reasonable adjustments where compliance is prevented by street alignment, drainage facilities, utility infrastructure, required fire access, building placement, unusual topography, or other physical characteristics of the property, provided the purposes of this section are substantially achieved.

(i) Mitigation and replacement.

(1) Removal of a protected tree requiring mitigation shall be mitigated at a ratio of one inch of replacement DBH for each one inch of DBH removed.

(2) Removal of a heritage tree shall be mitigated at a ratio of three inches of replacement DBH for each one inch of DBH removed.

(3) Replacement trees shall:

a. Be an approved species;

b. Have a minimum caliper of 2.5 inches measured 4.5 feet above grade at the time of planting; and

c. Be planted and maintained in accordance with section 38-403.

(4) Existing qualifying trees preserved above the minimum preservation requirement may be credited toward mitigation when approved by the administrative official.

(5) Any fee-in-lieu or tree mitigation fee established by the city shall be administered in accordance with applicable state law, including all required planting credits.

(i) Fee-in-Lieu of Tree Replacement

In lieu of providing required replacement trees, the applicant may pay a fee-in-lieu of planting in the amount of $200 per inch of diameter for each non-heritage tree removed and $600 per inch of diameter for each heritage tree removed. Tree diameter shall be

measured in accordance with the measurement standards established in this section. All fees collected shall be administered and used in accordance with applicable state law and City requirements.

(k) Unauthorized Tree Removal or Damage

The removal or material damage of any protected or heritage tree without prior approval as required by this section shall be subject to an unauthorized removal fee equal to twice the applicable fee-in-lieu of tree replacement cost. The fee shall be calculated based on the diameter at breast height (DBH) of each tree removed or materially damaged, at a rate of $400 per inch of DBH for protected trees and $1,200 per inch of DBH for heritage trees.

Payment of the unauthorized removal fee shall not relieve the property owner or applicant of any obligation to provide required tree replacement, mitigation, or other corrective measures under this section. This subsection shall not apply to tree removal expressly exempted under this section or otherwise permitted by applicable state law.

(l) Relationship to landscape requirements.

Trees preserved or planted pursuant to this section may also be counted toward satisfaction of the landscaping requirements of section 38-403 when the tree otherwise satisfies the size, species, location, and other requirements of that section.

Nothing in this section shall reduce the minimum landscaping requirements established by section 38-403 unless expressly approved through an alternative compliance or variance procedure authorized by this code.

(m) Authorized Tree Species and Planting Standards

(1) General requirements.

Trees planted to satisfy the landscaping, tree preservation, or tree mitigation requirements of this chapter shall be selected from the authorized species identified in this subsection.

The City Administrator or designee may approve an alternative species not specifically identified herein when the applicant demonstrates that the proposed species:

a. Is non-invasive;

b. Is suitable for the soils and climatic conditions of the La Vernia area;

c. Is reasonably drought tolerant once established;

d. Is appropriate for the proposed planting location and available growing space;

e. Will not create an unreasonable conflict with utilities, streets, sidewalks, drainage facilities, buildings, or other public infrastructure; and

f. Provides substantially equivalent landscaping, canopy, screening, environmental, or aesthetic value to an otherwise authorized species.

Preference shall be given to native and adapted species suitable for South Central Texas.

(2) Authorized Large and Medium Canopy Trees.

The following species are authorized canopy trees and may be used to satisfy required tree planting, preservation, and mitigation requirements:

Common Name	Scientific Name
Live Oak	*Quercus fusiformis* / *Quercus virginiana*
Monterrey Oak / Mexican White Oak	*Quercus polymorpha*
Lacey Oak	*Quercus laceyi*
Chinkapin Oak	*Quercus muehlenbergii*
Bur Oak	*Quercus macrocarpa*
Shumard Red Oak	*Quercus shumardii*
Cedar Elm	*Ulmus crassifolia*
Pecan	*Carya illinoinensis*
Mexican Sycamore	*Platanus mexicana*
Bald Cypress	*Taxodium distichum*
Western Soapberry	*Sapindus saponaria var. drummondii*

Unless otherwise approved by the City Administrator or designee because of site constraints, **not less than 50 percent of trees required for a commercial, industrial, multifamily, or residential subdivision development shall consist of species listed as authorized large or medium canopy trees.**

(3) Authorized Small and Ornamental Trees.

The following species may be used to satisfy tree planting requirements where their mature size is appropriate for the proposed location:

Common Name	Scientific Name
Texas Redbud	*Cercis canadensis var. texensis*
Mexican Plum	*Prunus mexicana*
Texas Mountain Laurel	*Dermatophyllum secundiflorum*
Eve's Necklace	*Styphnolobium affine*

Common Name	Scientific Name
Anacacho Orchid Tree	*Bauhinia lunarioides*
Desert Willow	*Chilopsis linearis*
Possumhaw Holly	*Ilex decidua*
Yaupon Holly	*Ilex vomitoria*
Mexican Buckeye	*Ungnadia speciosa*
Flameleaf Sumac	*Rhus lanceolata*
Texas Persimmon	*Diospyros texana*

Small and ornamental trees may be particularly appropriate beneath or near overhead utilities, within constrained landscape areas, within parking areas, or in other locations where the mature size of a canopy tree would create a foreseeable conflict.

Small and ornamental trees shall not constitute more than 50 percent of the total number of trees required for a commercial, industrial, multifamily, or residential subdivision development unless otherwise approved by the City Administrator or designee.

(4) Existing Native Trees Eligible for Conditional Preservation Credit.

The following existing native species may be preserved and may receive preservation or mitigation credit when determined by the City Administrator or designee to be healthy, desirable, appropriately located, and of sufficient size and quality to warrant preservation:

Common Name	Scientific Name
Honey Mesquite	*Prosopis glandulosa*
Huisache	*Vachellia farnesiana*
Ashe Juniper / Mountain Cedar	*Juniperus ashei*
Sugar Hackberry	*Celtis laevigata*
Netleaf Hackberry	*Celtis reticulata*
Texas Persimmon	*Diospyros texana*

The preservation of a species listed in this subsection shall not automatically entitle the applicant to preservation or mitigation credit. Credit shall be based upon the condition, location, size, ecological value, and suitability of the individual tree.

Trees within this category may be allowed to remain regardless of whether preservation credit is awarded.

(5) Non-Credit and Prohibited Replacement Species.

The following species shall not be planted to satisfy any landscaping, tree replacement, preservation mitigation, or other required-tree obligation under this chapter:

Common Name	Scientific Name
Chinese Tallow	*Triadica sebifera*
Chinaberry	*Melia azedarach*
Tree-of-Heaven	*Ailanthus altissima*
Bradford/Callery Pear	*Pyrus calleryana*
Mimosa / Silk Tree	*Albizia julibrissin*
Chinese Privet	*Ligustrum sinense*
Glossy Privet	*Ligustrum lucidum*
Japanese Privet	*Ligustrum japonicum*
Paper Mulberry	*Broussonetia papyrifera*
Salt Cedar / Tamarisk	*Tamarix* spp.
Chinese Pistache	*Pistacia chinensis*

The City Administrator or designee may designate additional invasive or unsuitable species as ineligible for required planting or mitigation credit based upon recommendations or classifications of the Texas A&M Forest Service, Texas Department of Agriculture, Texas Parks and Wildlife Department, Texas Invasive Plant and Pest Council, or other recognized governmental or scientific authority.

Existing trees of a species listed in this subsection shall not be required to be removed solely because of their inclusion on this list unless otherwise required by law or determined to constitute a public health or safety hazard. However, such trees shall not count toward required preservation, landscaping, or mitigation calculations.

(6) Minimum Size of Required Trees.

Unless otherwise expressly provided by this chapter, a tree planted to satisfy a landscaping or mitigation requirement shall have a minimum caliper of **2.5 inches measured 4.5 feet above grade at the time of planting**, consistent with section 38-403.

Replacement and mitigation trees shall be healthy nursery stock, properly planted and maintained, and shall be replaced if they die or become substantially damaged within two years of initial planting.

(7) Species Diversity.

To reduce the potential for widespread loss of tree canopy resulting from disease, insects, drought, or other environmental conditions, developments requiring ten or more new trees shall provide reasonable species diversity.

Unless otherwise approved by the City Administrator or designee:

a. Developments requiring ten to 19 trees shall contain at least two different authorized tree species;

b. Developments requiring 20 to 39 trees shall contain at least three different authorized tree species; and

c. Developments requiring 40 or more trees shall contain at least four different authorized tree species.

No single species shall constitute more than 50 percent of the total required trees on a development requiring 20 or more trees unless the City Administrator or designee determines that site conditions or the purposes of the approved landscape plan warrant an alternative distribution.

(8) Appropriate Location and Maintenance.

Required trees shall be located so that their anticipated mature size is appropriate for the planting location.

Trees shall not be planted in a location that, at maturity, is reasonably anticipated to:

a. Obstruct required sight visibility;

b. Interfere with overhead or underground utilities;

c. Damage public streets, sidewalks, drainage improvements, or other infrastructure;

d. Unreasonably interfere with required fire access; or

e. Otherwise create a foreseeable public safety hazard.

Trees planted beneath or immediately adjacent to overhead utility lines should generally be selected from the authorized small and ornamental tree category.

All trees required by this chapter shall be maintained in a healthy living condition in accordance with section 38-403.

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.	

ORDINANCE NO. 111226-02

AN ORDINANCE REGARDING THE CITY OF LA VERNIA'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS ADOPTING A CHANGE IN THE CITY'S MATCHING RATIO.

Whereas, the City of La Vernia, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment; and

Whereas, pursuant to TMRS Act §855.501, the City is electing to change its "current service annuity reserve on retirement" for its Members, which is more commonly referred to as its City matching ratio; and

Whereas, the City Council finds that it is in the public interest to, in accordance with TMRS Act §855.501, authorize a change in the City's matching ratio so that the City's match of an Employee's contributions at retirement is increased, now, therefore:

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

Authorization of a Change in City Matching Ratio on the Retirement of TMRS Members Who Were Employees.

(a) For each month of current service rendered to the City by a Member after the effective date of this Ordinance, the City elects to provide, at the time of such Member's retirement, a sum that is **200%** of such Member's accumulated contributions (as defined in the TMRS Act) for such month of employment and said sum shall be a liability of the City's account in the System's benefit accumulation fund in accordance with TMRS Act §§854.002 and 855.501.

(b) The change in City contributions shall be effective on the January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1.

Passed and approved November 12th, 2026

ATTEST: **APPROVED:**

_____ _____

City Secretary Mayor

RESOLUTION NO. R111226-01

A RESOLUTION BY THECITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO A ONEYEAR AGREEMENT WITH LA VERNIA LITTLE LEAGUE;AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT.

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 and La Vernia Little League (hereinafter referred to as the League), believes that the use of the City Park Baseball and Softball Fields by the League is a wise use that benefits both the residents and the youth of La Vernia, Texas as described in **Exhibit A**;

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

SECTION 1. The City Council of the City of La Vernia hereby authorizes the City Administrator to execute an agreement with La Vernia Little League for the shared use, maintenance, and responsibility of the park ballfield areas

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 12th day of November 2026.

CITY OF LA VERNIA, TEXAS

_____

Gary Gilbert, Mayor

ATTEST:

_____

Madison Farrow, City Secretary

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT “A”

FACILITIES USE AGREEMENT

I.

The City of La Vernia, Texas hereinafter referred to as “City” and La Vernia Little League hereinafter referred to as “League” enter into this Agreement governing the usage of athletic fields and facilities, lights, and all other supportive items of public property owned by the City.

The City does hereby grant to the League the right and privilege to use the Baseball and Softball Fields located in La Vernia City Park, La Vernia, Texas for pre-season, regular season, post-season, or tournament play for a term of 2-year from January 1, 2027 through December 31, 2029 and will auto renew or until cancelled by the City.

The city and the league shall conduct an annual review of this Agreement each September to discuss compliance with the Agreement, operational matters, and any grievances or concerns raised by either party.

II.

Season Definitions: The League Spring season is identified as January 15th through July 15th, and the League Fall season is identified as August 15th through October 31st.

In consideration for such privilege herein granted by the City, the League shall:

A. As consideration for the use of the facilities described below, the league agrees to pay the city no later than the 15th day of January each year a fee of $28,500.00 for exclusivity of all fields per this agreement. This fee is in accordance with the City of La Vernia annual Budget Fee Schedule and cannot be subject to any discounts or deductions.

B. The League shall comply with all posted City rules, parks operations rules, and lighting requirements.

C. The league undertakes and agrees to indemnify and hold harmless city, city’s officials, employees, and agents, from any liability, costs or damages (including attorney’s fees) that may be incurred by city, city’s officials, employees, or agents as a result of any claims demands, costs, suits, actions, or judgments arising out of the use of said fields, facilities, and other property pursuant to this agreement. During the term of this agreement, the League undertakes and agrees to carry at its own expense and with a company acceptable to City, liability insurance that is an admitted carrier with a Best Rating of “A” or better, to protect City, City’s officials, employees, and agents, and any third party or parties from any liability or damages whatsoever, including those referred to herein. The limits of liability shall not be less than $500,000 combined single limits per occurrence, or equivalent. League shall name the City, City’s officials, employees, and agents as additional insured on all such insurance and shall furnish proof of said coverage to City prior to use of the facilities.

D. The League shall:

1. Provide a list of materials and labor for pre-season and in-season field maintenance

2. Perform routine restroom checks and stocking during and after League activities

3. Complete field preparation including chalking, dragging, and raking during the spring and fall seasons as defined above

4. Maintain fields and surrounding areas in a clean and sightly manner during the spring and fall seasons as defined above.

5. Provide league officer contact information.

6. Upon requests, make available to City staff League accounting and bookkeeping records.

7. Covenant and agree to maintain and operate the concession stand facility.

8. Will maintain and monitor the restrooms during hours of Little League operation. Staff will ensure there are extra supplies and is stocked before the start of each day.

9. Enforcement: Failure to perform any obligation contained in Sections C.1 through C.8 may result in the City issuing a compliance penalty. Upon two (2) documented instances of non-compliance within a single season, the City may impose a $250 per-incident penalty and/or suspend the League's access to the fields until all deficiencies have been fully corrected.

E. No permanent improvements may be made without prior written City Administrator approval. All improvements must follow City permitting, engineering, and inspection requirements. Title to all improvements vests in the City upon installation.

F. Facility Use and Scheduling

1. The League shall communicate an updated schedule monthly to the city.

2. Tournament schedules must be submitted at least 14 days prior to the event.

3. Post-season schedules must be submitted to the City no later than seven (7) days prior to the start of post-season play.

4. The League acknowledges that the City retains full scheduling authority for all non-League rentals.

5. The League shall provide City-approved users full access to the field, except when the field is deemed unsafe for play. Beginning at 12:00 p.m. on Saturdays following any league tournament, and/or upon notification that any fields are available for rental, the City shall have sole priority scheduling rights to all fields. During City-reserved times, the League shall not schedule practices, games, or tournaments.

III.

A. The City agrees to perform the following tasks as far as its resources shall allow:

1. Will maintain two full-time parks employees (as allowed by the budget).

2. Maintain area around the playing fields.

3. Mow playing fields the week prior to opening ceremonies and every two weeks during seasonal play, weather permitting.

4. Provide trash containers in order for the League to maintain the area in a clean and sightly manner.

5. Will be responsible for monthly utilities.

6. Will be responsible for checking fields after field rental.

7. Maintain fields and surrounding areas in a clean and sightly manner during rentals during league schedule.

8. Perform restroom cleaning and stocking during city rentals.

9. Conduct all trash removal around the rented field(s).

10. Upon requests, make available to League staff accounting and bookkeeping records of field rentals.

11. Will Provide an annual food license

IV.

This agreement shall be revocable at the option of either party for non-performance of any covenant contained herein or when the City Council, after study by the City Administrator or any Park Advisory Board, deems that such cancellation is in the best interest of the City.

Notice of such cancellation shall be delivered to the League by certified mail at least 30 days prior to the date of the termination of this League Agreement. “Delivered” as that term is used herein shall mean written notice with sufficient postage thereon properly deposited in the United States mail to the address of the League President.

Notice of cancellation by the League shall be delivered to City of La Vernia, c/o City Administrator, 102 E Chihuahua Street, La Vernia, Texas, 78121.

V.

La Vernia Little League Officers:

President: _____

Phone: _____

City of La Vernia

By: _____
City Administrator

ATTEST:

_____
Madison Farrow, City Secretary
City of La Vernia

By: _____
League President

Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

1. Participant Information

Participant Name *(Name of your participating entity)*

WHEREAS, the Participant as listed above is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("**TexPool/TexPool Prime**"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.

B. That the individuals, whose signatures appear in this Resolution, are **authorized representatives** of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued Personal Identification Numbers to transact business with TexPool. Responsibilities of the Authorized Representatives of the Participant include the ability to deposit or withdraw funds, issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

1. **Signature** | **Printed** Name
   Title | Email
   Telephone Number | Fax Number

2. **Signature** | **Printed** Name
   Title | Email
   Telephone Number | Fax Number

3. **Signature** | **Printed** Name
   Title | Email
   Telephone Number | Fax Number

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1. Participant Information (continued)

Authorized Representatives of the Participant (continued)

4.

Signature | **Printed** Name

Title | Email

Telephone Number | Fax Number

5.

Signature | **Printed** Name

Title | Email

Telephone Number | Fax Number

Authorized Representative with Primary Responsibility

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Printed Name of Primary Authorized Representative

Authorized Representatives - Inquiry Only

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.

Printed Name of Inquiry Only Authorized Representative

Telephone Number | Fax Number | Email

2.

Printed Name of Inquiry Only Authorized Representative

Telephone Number | Fax Number | Email

3.

Printed Name of Inquiry Only Authorized Representative

Telephone Number | Fax Number | Email

4.

Printed Name of Inquiry Only Authorized Representative

Telephone Number | Fax Number | Email

5.

Printed Name of Inquiry Only Authorized Representative

Telephone Number | Fax Number | Email

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1. Participant Information (continued)

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

__ day of _____, 20__.

Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.

Participant Name *(Name of your participating entity)*

SIGNED: *(Board Officer, Mayor, or County Judge)*

Signature

Printed Name

Title

ATTEST: *(Board Officer, City Secretary or County Clerk)*

Signature

Printed Name

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

© 2026 Federated Hermes, Inc.

TexPool Investme
Participation Agreement

A. Participant Information

Participant Name *(Name of your participating entity)*

B. Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and the Participant as listed above.

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

C. Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

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C. Article I: Definitions (continued)

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

D. Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

(a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.

(b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

(a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.

(b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

(a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.

(b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.

(c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

E. Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures.

(a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.

(b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.

(c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

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F. Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

G. Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

H. Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

Participating Entity Taxpayer Identification Number

Participant Name *(Name of your participating entity)*

Address

City State Zip

Telephone

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To ***Trust Company*** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
1801 N Congress Avenue
8th Floor
Austin, TX 78701
Telephone: (512) 463-4300
Fax No.: (512) 463-4368

To ***TexPool Investment Pools*** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
1001 Texas Ave., Suite 1150
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
Fax No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant hereby agrees to notify the Trust Company of any change affecting the Taxpayer Identification number, provided in Section 6.01, and agrees that unless and until so notifies, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

(a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.

(b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

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H. Article VI: Miscellaneous (continued)

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

Document is to be signed by a Board Officer, Mayor or County Judge; Certificate of Incumbency is to be signed by a Board Officer, City Secretary or County Clerk.

Participant Name *(Name of your participating entity)*

SIGNED: *(Board Officer, Mayor, or County Judge)*

Signature

Printed Name

Title

Date

CERTIFICATE OF INCUMBENCY: *(Board Officer, City Secretary, or County Clerk)*

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the ____ day of _____, 20__.

Signature

Printed Name

Title

TEXAS TREASURY SAFEKEEPING TRUST COMPANY COMPTROLLER OF PUBLIC ACCOUNTS:

Signature

Printed Name

Title

Date

I. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

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