



City of La Vernia  
**CITY COUNCIL MEETING**  
102 E. Chihuahua St., La Vernia, Texas 78121  
March 12, 2026  
6:30 PM

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## 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. Financials for the month of January
  - B. Minutes from the 02/12/2026 City Council Meeting
5. **Presentations**
  - A. Presentation swearing in new graduate as a La Vernia police officer
  - B. Presentation from staff on how the water bills are calculated
  - C. Presentation from staff on new zoning map
6. **Proclamations**
  - A. Women's History Month Proclamation
7. **Discussion/Action**
  - A. Discuss and consider action on appointing a Trustee to the FELPS Board
  - B. Discuss and consider action on ETJ release of Witte's subdivision
8. **Discussion Only**
  - A. Discussion regarding the monthly meter replacement report
  - B. Discussion regarding the Park restroom
  - C. Discussion regarding an update on the drainage project
9. **Ordinances**
  - A. Discuss and Consider action on Ordinance No. 031226-01 canceling the general election

## 10. Resolutions

- A. Discuss and consider action on Resolution No. R031226-01 Settlement Regarding Meuth Tract
- B. Discuss and consider action on Resolution No. R031226-02 regarding Market Days
- C. Discuss and consider action on Resolution No. R031226-03 appointing Morgen Gore to the CRWA Board of Managers
- D. Discuss and consider action on Resolution No. R031226-04 regarding the flood Response & Evacuation Plan
- E. Discuss and consider action on Resolution No. R031226-05 Regarding Auto Check Service/ Law Enforcement Agreement
- F. Discuss and consider action on Resolution No. R031226-06 regarding the Amended and Restated Groundwater Lease

## 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.*

- A. Pursuant to Local Government Code section §551.071 Consultation with Attorney of the Open Meeting Act. Tex. Gov't Code, the City Council will meet in executive session

## 12. Items Specific to Future Line Items on the Agenda

## 13. 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](mailto: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 **March 06, 2026 at 6:00 PM** and remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

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Madison Farrow, City Secretary

REVENUE REPORT - ALL FUNDS  
January 2026

Section 4, Item A.

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
AD VALORUM TAXES - CURRENT 10-400-010	615,596.00	.00 615,596.00	19,981.14 303,318.80	15,522.86 285,896.11	49.27 84.03	312,277.20
AD VALORUM TAXES - DELINQUENT 10-400-015	5,000.00	.00 5,000.00	.00 .00	.00 .00	.00 .00	5,000.00
AD VALORUM TAXES - ATT FEES 10-400-020	750.00	.00 750.00	.00 .00	.00 .00	.00 .00	750.00
AD VALORUM TAXES - PEN & INT 10-400-025	2,000.00	.00 2,000.00	100.92 161.72	64.34 370.43	8.09 14.69	1,838.28
AD VALORUM TAXES - TAX CERT 10-400-030	33.00	.00 33.00	.00 21.51	.00 .00	65.18 .00	11.49
HEB PROPERTY TAX 10-400-035	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
POLICE CAR LOAN - GOV CAPITAL 10-400-040	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
BALL FIELD USAGE 10-400-049	2,200.00	.00 2,200.00	80.00 570.00	230.00 1,975.00	25.91 71.04	1,630.00
PARK USE INCOME 10-400-050	2,200.00	.00 2,200.00	340.00 2,020.00	75.00 495.00	91.82 22.35	180.00
PARK GRANT REIMBURSEMENT 10-400-051	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
CUSTOMER SERVICE INSPECTIONS 10-400-055	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
FOOD LICENSE INCOME 10-400-060	25,000.00	.00 25,000.00	10,725.00 14,925.00	13,625.00 16,975.00	59.70 80.74	10,075.00
PERMITS 10-400-065	100,000.00	.00 100,000.00	5,673.62 19,381.17	8,043.62 13,692.46	19.38 27.91	80,618.83
VARIANCE, ZONING, SUP REQUEST 10-400-066	1,500.00	.00 1,500.00	.00 1,000.00	588.00 588.00	66.67 43.85	500.00
CREDIT CARD REWARD REVENUE 10-400-070	15,000.00	.00 15,000.00	.00 4,251.51	.00 8,800.49	28.34 60.18	10,748.49
CONTRACTOR REGISTRATION 10-400-071	5,000.00	.00 5,000.00	500.00 1,000.00	300.00 1,700.00	20.00 30.91	4,000.00
FELPS REBATE REVENUE 10-400-075	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INTEREST INCOME 10-400-080	30,000.00	.00 30,000.00	2,216.61 6,693.82	100.32 762.72	22.31 1.73	23,306.18
RESTITUTION 10-400-090	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
MISC INCOME 10-400-095	250.00	.00 250.00	6.00 12.00	.00 6.00	4.80 20.00	238.00

REVENUE REPORT - ALL FUNDS

January 2026

02/16/2026 09:00 PM  
**Section 4, Item A.** 026

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
OPIOID SETTLEMENT 10-400-096	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
POLICE SECURITY 10-400-097	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE SALES TAX 10-400-110	1,400,000.00	.00 1,400,000.00	110,780.01 448,411.28	107,269.78 437,102.27	32.03 32.09	951,588.72
STREET SALES TAX 10-400-111	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PROPERTY RELIEF SALES TAX 10-400-115	350,000.18	.00 350,000.18	27,695.00 112,102.82	26,817.45 109,275.59	32.03 32.09	237,897.36
MIXED BEVERAGE TAX 10-400-120	24,000.00	.00 24,000.00	2,362.37 9,563.40	2,798.42 10,537.03	39.85 36.05	14,436.60
NSF CHECK FEE 10-400-125	35.00	.00 35.00	.00 .00	.00 .00	.00 .00	35.00
FRANCHISE TAX 10-400-150	70,000.00	.00 70,000.00	18,374.56 41,843.02	18,196.19 41,252.94	59.78 45.15	28,156.98
AMERICAN TOWER LEASE 10-400-151	16,700.00	.00 16,700.00	.00 .00	.00 .00	.00 .00	16,700.00
SALE OF PROPERTY 10-400-152	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
CERTIFICATE OF OCCUPANCY 10-400-155	1,800.00	.00 1,800.00	100.00 750.00	275.00 425.00	41.67 26.56	1,050.00
LITTLE LEAGUE ANNUAL FEES 10-400-156	28,500.00	.00 28,500.00	28,500.00 28,500.00	28,530.00 28,530.00	100.00 100.00	.00
LEASE PROCEEDS 10-400-190	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
GRANT REVENUE PD EQUIP 10-400-205	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
GRANT REVENUE - PARK PROJECT 10-400-215	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
GRANT - CARES ACT - GEN 10-400-216	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
LEOSE TRAINING INCOME 10-400-451	2,750.00	.00 2,750.00	.00 .00	.00 .00	.00 .00	2,750.00
PD NATIONAL NIGHT OUT 10-400-455	1,000.00	.00 1,000.00	.00 .00	.00 .00	.00 .00	1,000.00
PD GOLF TOURAMENT REVENUE 10-400-456	17,000.00	.00 17,000.00	.00 .00	.00 .00	.00 .00	17,000.00
MISCELLANEOUS POLICE INCOME 10-400-901	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00

REVENUE REPORT - ALL FUNDS  
January 2026

Revenue- ALL FUNDS  
02/19/2026 09:00 PM  
**Section 4, Item A.** 026

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
COURT HOUSE SECURITY FEE 10-410-210	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
COURT COSTS - DEFERRED FEE 10-410-215	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME ADJ 10-410-220	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COST INCOME: FIN 10-410-225	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME IDF 10-410-230	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME: JR 10-410-235	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME JSI 10-410-240	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME: LOO 10-410-245	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME MV 10-410-250	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS - SCHOOL ZON 10-410-257	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COST INCOME: ST 10-410-260	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME STT 10-410-265	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME: TE 10-410-270	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME TIN 10-410-275	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS INCOME: WA 10-410-280	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE COURT COSTS DISMISSAL FE 10-410-284	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
MISC INCOME 10-410-285	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
LVISD SRO OFFICER 10-410-286	150,000.00	.00 150,000.00	.00 .00	72,414.09 72,414.09	.00 25.00	150,000.00
OMNI COLLECTIONS 10-410-290	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
COPS LVISD 10-410-296	16,000.00	.00 16,000.00	3,955.00 9,345.00	2,852.50 9,187.50	58.41 58.69	6,655.00

REVENUE REPORT - ALL FUNDS  
January 2026

Section 4, Item A.

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
LVISD ADMINISTRATION FEES 10-410-297	17,000.00	.00 17,000.00	474.60 1,121.40	7,583.70 8,359.88	6.60 26.95	15,878.60
POLICE REPORTS 10-410-298	365.00	.00 365.00	84.00 186.00	18.00 185.10	50.96 37.69	179.00
LEASE PROCEED INCOME 10-410-299	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
MDD OVERHEAD TRANSFER IN 10-410-300	60,000.00	.00 60,000.00	60,000.00 60,000.00	60,000.00 60,000.00	100.00 100.00	.00
MDD TRANSFER IN 10-410-301	.00	.00 .00	34,698.01 126,749.14	.00 .00	.00 .00	-126,749.14
INDINGENT DEFENSE FUND (IDF) 10-415-315	45.00	.00 45.00	6.00 16.00	9.12 15.12	35.56 26.50	29.00
LOCAL TRAFFIC FINE 10-415-320	1,000.00	.00 1,000.00	49.00 300.83	84.94 316.41	30.08 23.11	699.17
LOCAL CONSOLIDATED COURT COST 10-415-321	300.00	.00 300.00	.00 43.79	.00 183.00	14.60 56.66	256.21
MOVING VIOLATION FEE (MVF) 10-415-325	2.00	.00 2.00	.10 .40	.10 .30	20.00 35.29	1.60
STATE JURY FEE (JRF) 10-415-330	90.00	.00 90.00	12.00 32.00	18.25 30.25	35.56 26.30	58.00
LOCAL JURY 10-415-331	4.00	.00 4.00	.10 .20	1.07 1.07	5.00 27.79	3.80
STATE JUDICIAL SUPPORT FUND (J) 10-415-335	600.00	.00 600.00	18.00 48.00	27.37 45.37	8.00 7.12	552.00
STATE CONSOLIDATED COURT COST 10-415-340	27,000.00	.00 27,000.00	1,112.00 7,766.38	2,178.33 9,109.86	28.76 26.06	19,233.62
STATE TRAFFIC FINE (STF) 10-415-345	15,500.00	.00 15,500.00	696.67 4,754.07	1,217.55 4,935.25	30.67 22.81	10,745.93
TECHNOLOGY FUND 10-415-350	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
FINE 10-415-355	40,000.00	.00 40,000.00	1,699.80 9,040.33	3,267.08 14,425.63	22.60 27.86	30,959.67
TIME PAYMENT FEE 10-415-360	120.00	.00 120.00	25.00 55.00	14.05 39.05	45.83 29.95	65.00
WARRANT FEE 10-415-365	5,000.00	.00 5,000.00	250.00 1,306.38	350.00 1,885.69	26.13 34.22	3,693.62
ADMINISTRATIVE FEE 10-415-370	1,400.00	.00 1,400.00	60.00 380.00	70.00 524.08	27.14 28.66	1,020.00
DISMISSAL FEE 10-415-371	650.00	.00 650.00	.00 100.00	80.00 300.00	15.38 31.58	550.00

REVENUE REPORT - ALL FUNDS  
January 2026

02/16/2026 09:00 PM  
**Section 4, Item A.** 026

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
ARREST FEE 10-415-372	2,200.00	.00 2,200.00	85.00 625.52	183.77 754.86	28.43 26.57	1,574.48
COLLECTION FEE (AMS) 10-415-375	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
OMNI COLLECTION FEE 10-415-380	1,600.00	.00 1,600.00	140.00 431.28	210.12 555.61	26.96 29.63	1,168.72
DEFERRED FEE 10-415-385	16,000.00	.00 16,000.00	1,159.88 8,028.80	1,357.20 4,354.64	50.18 19.90	7,971.20
CHILD SAFETY FINE 10-415-390	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
SCHOOL ZONE VIOLATION FEE 10-415-391	500.00	.00 500.00	25.00 150.00	50.00 100.00	30.00 19.05	350.00
TRUANCY PREVENTION FEE 10-415-392	2,000.00	.00 2,000.00	86.00 600.88	170.07 672.16	30.04 25.12	1,399.12
SEATBELT FEE 10-415-393	5.00	.00 5.00	.00 -46.90	-23,067.17 -23,085.27	-938.00 240.10	51.90
LOCAL TRUANCY PREVENTION 10-415-394	5.00	.00 5.00	.00 .00	.00 .00	.00 .00	5.00
RESTITUTION INCOME 10-415-395	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
COURT SECURITY FEES 10-415.310	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
GAIN ON SALE OF FIXED ASSETS 10-420-300	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
MUNICIPAL DEVELOPMENT DISTRICT 10-420-403	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PD BUILDING LOAN PAYMENT 10-520-285	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
POLICE GOLF TOUR 10-520-286	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
TRANSFER IN 10-900-100	.00	.00 .00	.00 .00	.00 12,666.66	.00 .00	.00
2024 SERIES COO PROCEEDS 11-400-010	500,000.00	.00 500,000.00	.00 .00	.00 .00	.00 .00	500,000.00
BOND ADDITIONAL FEES 11-400-015	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INTEREST INCOME 11-400-080	1,000.00	.00 1,000.00	1,595.07 5,578.26	87.78 423.69	557.83 .97	-4,578.26
BANK INTEREST 12-400-080	10,000.00	.00 10,000.00	.00 513.02	1,036.80 4,745.19	5.13 30.96	9,486.98

REVENUE REPORT - ALL FUNDS  
January 2026

Revenue- ALL FUNDS  
02/19/2026 09:00 PM  
**Section 4, Item A.** 026

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
MISC INCOME 12-400-095	.00	.00	.00	.00	.00	.00
MUNICIPAL DEVELOPMENT DISTRICT 12-400-100	.00	.00	.00	.00	.00	.00
SALES TAX 12-400-110	585,000.00	.00 585,000.00	54,385.28 219,940.36	52,987.04 214,399.22	37.60 32.18	365,059.64
EVENT VENDORS/DONATIONS 12-400-120	40,000.00	.00 40,000.00	5,021.86 13,821.86	2,220.00 4,570.00	34.55 6.81	26,178.14
TRANSFER FROM HOT 12-400-130	.00	.00	.00	.00	.00	.00
STREET MAINTENANCE TAX 14-400-010	285,000.00	.00 285,000.00	27,695.00 112,102.82	26,817.45 109,275.57	39.33 32.09	172,897.18
INTEREST INCOME 14-400-080	1,000.00	.00 1,000.00	2,907.11 8,966.78	87.17 350.55	896.68 2.53	-7,966.78
INTEREST INCOME 15-400-080	750.00	.00 750.00	1,944.83 6,359.19	65.33 281.53	847.89 24.18	-5,609.19
HOTEL TAX REVENUE 15-400-100	57,962.00	.00 57,962.00	.00 15,469.83	5,364.38 21,171.77	26.69 32.69	42,492.17
FORFEITURES 16-400-010	.00	.00	.00	.00	.00	.00
INTEREST 16-400-080	85,000.00	.00 85,000.00	12.93 43.32	.55 2.30	.05 25.58	84,956.68
GENERAL - CARES ACT GRANT 18-400-100	.00	.00	.00	.00	.00	.00
PD - AACOG - COVID GRANT 18-410-100	.00	.00	.00	.00	.00	.00
PD - AACOG BODY ARM GRANT REV 18-415-100	.00	.00	.00	.00	.00	.00
PD AACOG TRAINING/ AED GRANT 18-416-100	.00	.00	.00	.00	.00	.00
PD/FIRE RADIO GRANT 18-417-100	.00	.00	.00	.00	.00	.00
AACOG 2023 GRANT PD 18-418-100	.00	.00	.00	.00	.00	.00
PARK - GRANTS 18-420-100	.00	.00	.00	.00	.00	.00
GVEC POWER UP GRANT REVENUE 18-430-100	.00	.00	.00	.00	.00	.00
FEMA COVID RECOVERY REVENUE 18-440-100	.00	.00	.00	.00	.00	.00

REVENUE REPORT - ALL FUNDS  
January 2026

Section 4, Item A.

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AD VALOREM TAX 20-100-101	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
TRANSFER FROM OTHER FUNDS 20-100-102	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INTEREST 20-100-103	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
DEFERRED REVENUE 20-200-310	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
AD VALORUM TAXES - CURRENT 20-400-010	100,000.00	.00 100,000.00	17,534.86 267,637.14	4,422.09 82,158.18	267.64 73.41	-167,637.14
AD VALORUM TAXES - PEN & INT 20-400-025	300.00	.00 300.00	11.70 26.12	.00 .00	8.71 .00	273.88
INTEREST INCOME 20-400-080	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
Misc Income 20-400-285	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
TRANSFER IN 20-900-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INTEREST 25-400-080	3.00	.00 3.00	16.77 53.01	.28 .69	1,767.00 12.21	-50.01
COURTHOUSE SECURITY FEES 25-410-210	2,000.00	.00 2,000.00	87.40 597.17	171.43 667.49	29.86 25.16	1,402.83
INTEREST 35-400-080	55.00	.00 55.00	120.83 402.09	4.72 22.12	731.07 27.12	-347.09
STATE COURT COST - TECH FEE 35-410-270	1,650.00	.00 1,650.00	76.00 499.90	147.01 559.43	30.30 25.32	1,150.10
INTEREST INCOME 40-400-080	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
MISC INCOME 40-400-095	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
NSF CHECK FEE 40-400-125	220.00	.00 220.00	35.00 70.00	35.00 140.00	31.82 44.44	150.00
SALES TAX INCOME 40-400-505	25,000.00	.00 25,000.00	2,678.86 10,885.79	3,204.34 11,179.81	43.54 .00	14,114.21
WATER SALES 40-400-510	918,500.00	.00 918,500.00	92,852.06 414,182.38	85,751.08 337,985.28	45.09 31.85	504,317.62
SEWER SALES 40-400-520	280,500.00	.00 280,500.00	30,663.10 119,316.56	28,635.22 99,141.43	42.54 30.30	161,183.44
INFRASTRUCTURE REPAIR 40-400-525	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00

REVENUE REPORT - ALL FUNDS  
January 2026

**Section 4, Item A.**

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
PENALTIES 40-400-530	9,000.00	.00 9,000.00	1,727.79 5,483.30	1,759.42 3,957.71	60.93 31.45	3,516.70
METER TAMPERING FEE 40-400-535	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
OPER & MAINTENANCE 40-400-540	30,000.00	.00 30,000.00	2,756.42 10,579.04	3,223.88 11,127.35	35.26 37.14	19,420.96
GARBAGE SALES 40-400-550	420,000.00	.00 420,000.00	45,875.00 172,110.81	47,112.51 165,812.23	40.98 32.75	247,889.19
OVERPAYMENT 40-400-555	.00	.00 .00	786.96 2,287.39	-1,608.31 -2,804.24	.00 .00	-2,287.39
NEW WATER METER FEES 40-400-560	13,000.00	.00 13,000.00	741.36 2,606.55	.00 286.00	20.05 6.55	10,393.45
NEW WATER CONSTRUCTIONS FEE 40-400-562	10,000.00	.00 10,000.00	4,944.20 8,098.42	.00 1,539.23	80.98 16.87	1,901.58
NEW SEWER CONSTRUCTION FEES 40-400-565	3,000.00	.00 3,000.00	.00 2,890.57	.00 .00	96.35 .00	109.43
RECONNECTIONS 40-400-570	4,000.00	.00 4,000.00	450.00 1,592.55	586.10 1,445.85	39.81 32.86	2,407.45
DRAINAGE IMPACT FEES 40-400-575	7,500.00	.00 7,500.00	.00 .00	.00 .00	.00 .00	7,500.00
SEWER IMPACT FEES 40-400-580	500,000.00	.00 500,000.00	.00 .00	.00 .00	.00 .00	500,000.00
WATER IMPACT FEES 40-400-585	400,000.00	.00 400,000.00	.00 .00	.00 .00	.00 .00	400,000.00
WATER DEPOSITS 40-400-590	21,000.00	.00 21,000.00	500.00 3,868.35	2,250.00 6,342.03	18.42 .00	17,131.65
ADMIN FEE 40-400-591	2,500.00	.00 2,500.00	150.00 600.00	325.00 981.66	24.00 34.44	1,900.00
GREASE TRAP PERMITS 40-400-592	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
ADJUSTMENTS 40-400-595	1,300.00	.00 1,300.00	11.82 350.98	159.12 1,020.11	27.00 .00	949.02
METER REPLACEMENT INCOME 40-400-825	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
WELL PROJECTS 2009 40-400-901	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INFRASTRUCTURE GRANT LOAN 40-400-902	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
NEW LOAN WATER WELL 40-400-903	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00

REVENUE REPORT - ALL FUNDS

January 2026

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**Section 4, Item A.** 026

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
FEMA COVID RECOVERY REVENUE 40-440-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
2016 SERIES COO PROCEEDS 41-400-010	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INTEREST INCOME 41-400-080	.00	.00 .00	.41 1.38	.02 .07	.00 25.00	-1.38
ELEVATED TOWER CONSTRUCTION 41-530-900	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INTEREST INCOME 50-400-080	250.00	.00 250.00	35.67 1,288.29	21.89 104.40	515.32 28.00	-1,038.29
WATER IMPACT FEES 50-400-585	.00	.00 .00	316.32 4,952.64	158.16 316.32	.00 5.51	-4,952.64
INTEREST INCOME 51-400-080	42.00	.00 42.00	101.57 329.84	3.94 18.81	785.33 28.00	-287.84
SEWER IMPACT FEES 51-400-580	.00	.00 .00	64.86 1,252.29	32.43 64.86	.00 4.48	-1,252.29
*** GRAND TOTAL	7,389,232.18	.00 7,389,232.18	628,172.43 2,640,318.55	616,587.95 2,213,646.99	35.73 35.16	4,748,913.63

EXPENSE REPORT - ALL FUNDS

January 2026

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 Section 4, Item A. 026

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
<b>Expenses:</b>						
WAGES - CODE ENFORCEMENT 10-500-010	31,662.54 .00	.00 31,662.54	1,704.91 8,013.74	2,210.40 4,872.09	.00 25.31	23,648.80 23,648.80
OVERTIME 10-500-015	400.00 .00	.00 400.00	.00 .00	.00 221.04	.00 .00	400.00 400.00
SOCIAL SECURITY 10-500-110	2,452.78 .00	.00 2,452.78	130.44 623.93	169.08 389.60	.00 25.44	1,828.85 1,828.85
TMRS 10-500-115	1,574.27 .00	.00 1,574.27	83.71 409.48	111.63 262.10	.00 26.01	1,164.79 1,164.79
EMPLOYEE INSURANCE 10-500-150	20.00 .00	.00 20.00	.00 .00	4.08 9.52	.00 .00	20.00 20.00
OFFICE EXPENSE 10-500-210	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OFFICE SUPPLIES 10-500-220	1,000.00 .00	.00 1,000.00	175.98 1,012.25	.00 .00	.00 101.23	-12.25 -12.25
DUES AND SUBSCRIPTIONS 10-500-230	100.00 .00	.00 100.00	.00 .00	100.00 100.00	.00 .00	100.00 100.00
TELEPHONE 10-500-240	600.00 .00	.00 600.00	86.60 173.17	.00 .00	.00 28.86	426.83 426.83
UNIFORMS 10-500-250	70.00 .00	.00 70.00	67.98 67.98	.00 .00	.00 97.11	2.02 2.02
TECHNOLOGY/SOFTWARE UPGRADES 10-500-270	692.50 .00	.00 692.50	.00 .00	.00 .00	.00 .00	692.50 692.50
MEDIA 10-500-271	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTRACT SERVICES - BV 10-500-300	100,000.00 .00	.00 100,000.00	76.92 9,691.66	1,607.88 87,640.75	.00 9.69	90,308.34 90,308.34
FIRE INSPECTIONS SERVICES 10-500-301	12,000.00 .00	.00 12,000.00	3,000.00 3,000.00	.00 3,000.00	.00 25.00	9,000.00 9,000.00
PROPERTY & LIABILITY INSURANCE 10-500-310	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WORKERS COMP INSURANCE 10-500-320	144.28 .00	.00 144.28	.00 42.38	.00 .00	.00 29.37	101.90 101.90
BONDING 10-500-330	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
LEGAL & PROFESSIONAL - ENGINEER 10-500-410	.00 .00	.00 .00	.00 -360.00	.00 .00	.00 .00	360.00 360.00
LEGAL & PROFESSIONAL - P&Z 10-500-411	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
LEGAL & PROFESSIONAL - LEGAL 10-500-420	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00

EXPENSE REPORT - ALL FUNDS  
January 2026

Expense- ALL FUNDS  
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**Section 4, Item A.** 026

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
MUNI CODES 10-500-425	7,500.00 .00	.00 7,500.00	415.26 5,535.66	395.49 646.86	.00 73.81	1,964.34 1,964.34
EMPLOYEE TRAINING 10-500-450	1,000.00 .00	.00 1,000.00	30.34 30.34	.00 585.00	.00 3.03	969.66 969.66
VEHICLE FUEL 10-500-610	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE REPAIR 10-500-620	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISCELLANEOUS 10-500-920	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WAGES - GENERAL 10-510-010	196,188.72 .00	.00 196,188.72	16,605.98 70,197.06	24,139.81 72,351.82	.00 35.78	125,991.66 125,991.66
OVERTIME 10-510-015	500.00 .00	.00 500.00	.00 .00	.00 .00	.00 .00	500.00 500.00
CAR/ PHONE ALLOWANCE 10-510-020	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PAYROLL TAXES 10-510-110	15,008.44 .00	.00 15,008.44	1,473.15 5,133.11	1,844.57 5,528.54	.00 34.20	9,875.33 9,875.33
TMRS 10-510-115	9,632.87 .00	.00 9,632.87	964.07 3,537.51	1,219.06 3,735.73	.00 36.72	6,095.36 6,095.36
EMPLOYEE INSURANCE 10-510-150	32,323.56 .00	.00 32,323.56	1,510.84 10,002.45	3,152.14 10,939.78	.00 30.94	22,321.11 22,321.11
AFLAC 10-510-159	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OFFICE EXPENSE 10-510-210	3,150.00 .00	.00 3,150.00	305.55 913.00	68.20 601.46	.00 28.98	2,237.00 2,237.00
OFFICE EQUIPMENT RENTALS 10-510-212	8,000.00 .00	.00 8,000.00	309.87 755.26	661.76 3,080.59	.00 9.44	7,244.74 7,244.74
BUILDING EXPENSE - CH 10-510-214	10,000.00 .00	.00 10,000.00	.00 577.50	3,657.04 11,057.04	.00 5.78	9,422.50 9,422.50
OFFICE CLEANING 10-510-215	6,800.00 .00	.00 6,800.00	500.00 2,000.00	1,125.00 2,125.00	.00 29.41	4,800.00 4,800.00
OFFICE SUPPLIES 10-510-220	5,350.00 .00	.00 5,350.00	349.13 1,518.84	70.97 1,092.98	.00 28.39	3,831.16 3,831.16
DUES AND SUBSCRIPTIONS 10-510-230	2,300.00 .00	.00 2,300.00	226.96 381.94	14.99 549.40	.00 16.61	1,918.06 1,918.06
TELEPHONE 10-510-240	10,000.00 .00	.00 10,000.00	801.90 2,872.09	733.15 2,933.45	.00 28.72	7,127.91 7,127.91
UNIFORMS 10-510-250	900.00 .00	.00 900.00	181.50 181.50	360.50 643.00	.00 20.17	718.50 718.50

EXPENSE REPORT - ALL FUNDS  
January 2026

Expense- ALL FUNDS  
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**Section 4, Item A.** 026

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
POSTAGE 10-510-260	2,000.00 .00	.00 2,000.00	250.52 557.55	186.29 528.86	.00 27.88	1,442.45 1,442.45
TECHNOWLEDGE/SOFTWARE UPGRADES 10-510-270	35,000.00 .00	.00 35,000.00	4,692.03 25,307.23	6,387.56 44,165.99	.00 72.31	9,692.77 9,692.77
RETURNED CHECKS 10-510-280	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
UTILITIES 10-510-290	8,500.00 .00	.00 8,500.00	932.65 2,327.45	614.60 2,772.66	.00 27.38	6,172.55 6,172.55
NATIONAL NIGHT EXPENSES 10-510-300	.00 .00	.00 .00	.00 .00	.00 214.22	.00 .00	.00 .00
PROPERTY & LIABILITY INSURANCE 10-510-310	20,000.00 .00	.00 20,000.00	10,528.00 10,528.00	.00 14,781.39	.00 52.64	9,472.00 9,472.00
WORKERS COMP INSURANCE 10-510-320	490.47 .00	.00 490.47	.00 381.48	.00 260.95	.00 77.78	108.99 108.99
BONDING 10-510-330	50.00 .00	.00 50.00	.00 .00	.00 .00	.00 .00	50.00 50.00
LEGAL & PROFESSIONAL - ENGINEER 10-510-410	.00 .00	.00 .00	.00 -3,976.25	588.00 588.00	.00 .00	3,976.25 3,976.25
LEGAL & PROFESSIONAL - LEGAL 10-510-420	17,500.00 .00	.00 17,500.00	69.00 4,078.50	996.00 3,991.56	.00 23.31	13,421.50 13,421.50
LEGAL & PROFESSIONAL - COLLECT 10-510-421	9,500.00 .00	.00 9,500.00	.00 824.96	2,510.08 4,255.84	.00 8.68	8,675.04 8,675.04
FOOD LICENSE EXPENSE 10-510-435	6,000.00 .00	.00 6,000.00	825.00 1,700.00	750.00 2,400.00	.00 28.33	4,300.00 4,300.00
EMPLOYEE TRAINING 10-510-450	4,500.00 .00	.00 4,500.00	718.90 1,837.90	45.00 585.00	.00 40.84	2,662.10 2,662.10
WCAD COLLECTION FEE 10-510-451	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WCAC QUARTERLY PAYMENT 10-510-452	8,500.00 .00	.00 8,500.00	.00 3,532.58	.00 3,922.46	.00 41.56	4,967.42 4,967.42
AUDIT EXPENSE 10-510-460	32,000.00 .00	.00 32,000.00	.00 .00	16,028.58 16,028.58	.00 .00	32,000.00 32,000.00
ELECTION EXPENSE 10-510-465	2,000.00 .00	.00 2,000.00	.00 .00	245.70 799.70	.00 .00	2,000.00 2,000.00
BANK SERVICE CHARGES 10-510-470	4,000.00 .00	.00 4,000.00	907.06 2,813.74	.00 -417.20	.00 70.34	1,186.26 1,186.26
MERCHANT CREDIT CARD FEES 10-510-471	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTRACT LABOR 10-510-475	24,000.00 .00	.00 24,000.00	2,000.00 8,000.00	.00 .00	.00 33.33	16,000.00 16,000.00

EXPENSE REPORT - ALL FUNDS  
January 2026

Expense- ALL FUNDS  
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Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
CONTRACT SERVICES - CSI 10-510-476	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ADVERTISING 10-510-490	900.00 .00	.00 900.00	91.90 568.56	.00 82.10	.00 63.17	331.44 331.44
ALARM SERVICES 10-510-495	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE PURCHASE 10-510-600	.00 .00	.00 .00	.00 .00	.00 20,216.94	.00 .00	.00 .00
VEHICLE FUEL 10-510-610	800.00 .00	.00 800.00	24.87 184.72	.00 23.77	.00 23.09	615.28 615.28
VEHICLE REPAIR 10-510-620	1,000.00 .00	.00 1,000.00	.00 440.54	741.22 957.22	.00 44.05	559.46 559.46
GENERAL SUPPLIES 10-510-670	.00 .00	.00 .00	.00 .00	37.56 212.53	.00 .00	.00 .00
EQUIPMENT PURCHASE 10-510-690	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
LIBRARY DONATION 10-510-700	1,000.00 .00	.00 1,000.00	.00 .00	.00 .00	.00 .00	1,000.00 1,000.00
CHILD ADVOCACY 10-510-710	5,000.00 .00	.00 5,000.00	.00 .00	.00 .00	.00 .00	5,000.00 5,000.00
ANIMAL CONTROL CONTRACT 10-510-720	5,000.00 .00	.00 5,000.00	.00 10,000.00	.00 .00	.00 200.00	-5,000.00 -5,000.00
CITY PARK 10-510-755	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTINGENCY FUND 10-510-900	96,796.00 .00	.00 96,796.00	.00 .00	.00 .00	.00 .00	96,796.00 96,796.00
MISCELLANEOUS EXPENSE 10-510-920	2,500.00 .00	.00 2,500.00	522.83 1,828.09	304.00 406.70	.00 73.12	671.91 671.91
FELPS EXPENSE 10-510-921	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
HEB SALES TAX EXPENSE 10-510-930	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
HEB PROPERTY TAX EXPENSE 10-510-931	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WAGES - COURT 10-515-010	30,171.96 .00	.00 30,171.96	2,456.74 10,557.53	2,210.40 9,033.25	.00 34.99	19,614.43 19,614.43
OVERTIME 10-515-015	.00 .00	.00 .00	.00 .00	.00 221.04	.00 .00	.00 .00
PAYROLL TAXES 10-515-110	2,308.15 .00	.00 2,308.15	142.04 624.04	169.11 616.19	.00 27.04	1,684.11 1,684.11

EXPENSE REPORT - ALL FUNDS  
January 2026

Expense- ALL FUNDS  
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**Section 4, Item A.** 026

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
TMRS 10-515-115	1,481.44 .00	.00 1,481.44	91.16 409.34	111.63 354.04	.00 27.63	1,072.10 1,072.10
EMPLOYEE INSURANCE 10-515-150	20.00 .00	.00 20.00	.00 .00	4.08 9.52	.00 .00	20.00 20.00
OFFICE EXPENSE 10-515-210	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OFFICE SUPPLIES 10-515-220	150.00 .00	.00 150.00	.00 437.81	.00 .00	.00 291.87	-287.81 -287.81
DUES AND SUBSCRIPTIONS 10-515-230	200.00 .00	.00 200.00	.00 .00	.00 .00	.00 .00	200.00 200.00
UNIFORMS 10-515-250	70.00 .00	.00 70.00	76.00 76.00	.00 .00	.00 108.57	-6.00 -6.00
COURT TECHNOLOGY 10-515-270	692.50 .00	.00 692.50	.00 .00	.00 .00	.00 .00	692.50 692.50
TECHNOLOGY/SOFTWARE UPGRADES 10-515-271	3,000.00 .00	.00 3,000.00	360.00 1,440.00	260.00 1,040.00	.00 48.00	1,560.00 1,560.00
WORKERS COMP INSURANCE 10-515-320	75.43 .00	.00 75.43	.00 42.38	.00 58.24	.00 56.18	33.05 33.05
PROSECUTOR SERVICES 10-515-415	11,000.00 .00	.00 11,000.00	.00 3,956.30	189.50 2,354.60	.00 35.97	7,043.70 7,043.70
JURY EXPENSE 10-515-420	200.00 .00	.00 200.00	-1.60 -11.60	-12.65 -22.57	.00 -5.80	211.60 211.60
EMPLOYEE TRAINING 10-515-450	1,300.00 .00	.00 1,300.00	375.00 675.00	.00 300.00	.00 51.92	625.00 625.00
OMNI COLLECTION 10-515-474	1,600.00 .00	.00 1,600.00	216.00 216.00	144.00 324.00	.00 13.50	1,384.00 1,384.00
STATE COURT COSTS 10-515-550	20,000.00 .00	.00 20,000.00	9,816.60 24,450.29	.00 .00	.00 122.25	-4,450.29 -4,450.29
WAGES - POLICE 10-520-010	996,106.06 .00	.00 996,106.06	82,032.68 357,471.76	102,769.18 304,586.61	.00 35.89	638,634.30 638,634.30
CONTRACT LABOR 10-520-011	22,000.00 .00	.00 22,000.00	1,450.00 7,650.00	4,700.00 10,400.00	.00 34.77	14,350.00 14,350.00
SHIFT DIFFERENTIAL 10-520-012	5,200.00 .00	.00 5,200.00	450.00 2,325.00	675.00 2,075.00	.00 44.71	2,875.00 2,875.00
OVERTIME 10-520-015	25,200.00 .00	.00 25,200.00	1,305.88 6,413.10	2,243.77 11,085.93	.00 25.45	18,786.90 18,786.90
CELL PHONE ALLOWANCE 10-520-020	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PAYROLL TAXES 10-520-110	78,527.71 .00	.00 78,527.71	6,358.52 27,498.67	7,923.95 23,733.99	.00 35.02	51,029.04 51,029.04

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TMRS 10-520-115	50,401.45 .00	.00 50,401.45	4,114.04 18,261.05	5,337.23 16,413.66	.00 36.23	32,140.40 32,140.40
EMPLOYEE INSURANCE 10-520-150	135,843.28 .00	.00 135,843.28	5,287.94 40,037.26	8,529.32 35,971.48	.00 29.47	95,806.02 95,806.02
AFLAC 10-520-159	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MEDICAL COST 10-520-160	3,000.00 .00	.00 3,000.00	.00 .00	.00 .00	.00 .00	3,000.00 3,000.00
OFFICE EXPENSE 10-520-210	5,500.00 .00	.00 5,500.00	960.81 1,741.82	6.95 2,428.84	.00 31.67	3,758.18 3,758.18
OFFICE SUPPLIES 10-520-220	4,000.00 .00	.00 4,000.00	114.10 394.65	.00 154.09	.00 9.87	3,605.35 3,605.35
BUILDING EXPENSE 10-520-230	26,000.00 .00	.00 26,000.00	1,150.62 2,775.62	.00 .00	.00 10.68	23,224.38 23,224.38
TELEPHONE 10-520-240	15,500.00 .00	.00 15,500.00	3,251.84 5,961.82	1,632.03 6,189.53	.00 38.46	9,538.18 9,538.18
UNIFORMS 10-520-250	13,500.00 .00	.00 13,500.00	1,190.86 3,542.93	-177.50 -963.97	.00 26.24	9,957.07 9,957.07
TECHNOLOGY/SOFTWARE UPGRADES 10-520-270	55,000.00 .00	.00 55,000.00	4,671.32 35,876.41	21,545.69 33,771.00	.00 65.23	19,123.59 19,123.59
POLICE EVENTS 10-520-287	5,200.00 .00	.00 5,200.00	.00 586.61	.00 .00	.00 11.28	4,613.39 4,613.39
UTILITIES 10-520-290	2,000.00 .00	.00 2,000.00	605.57 1,502.06	.00 .00	.00 75.10	497.94 497.94
PROPERTY & LIABILITY INSURANCE 10-520-310	50,000.00 .00	.00 50,000.00	30,656.00 30,656.00	.00 34,939.13	.00 61.31	19,344.00 19,344.00
WORKERS COMP INSURANCE 10-520-320	38,904.58 .00	.00 38,904.58	.00 14,963.00	.00 19,129.87	.00 38.46	23,941.58 23,941.58
UNEMPLOYMENT TWC 10-520-325	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
BONDING 10-520-330	100.00 .00	.00 100.00	.00 .00	.00 .00	.00 .00	100.00 100.00
PROFESSIONAL FEES 10-520-400	500.00 .00	.00 500.00	.00 129.29	.00 .00	.00 25.86	370.71 370.71
EMPLOYEE TRAINING 10-520-450	9,000.00 .00	.00 9,000.00	345.49 1,462.64	.00 413.00	.00 16.25	7,537.36 7,537.36
LEOSE TRAINING EXPENSE 10-520-451	750.00 .00	.00 750.00	.00 .00	.00 600.00	.00 .00	750.00 750.00
LEOSE FUNDS 10-520-452	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00

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CONTRACT SERVICES CAMERA 10-520-476	16,000.00 .00	.00 16,000.00	15,000.00 15,000.00	15,000.00 15,000.00	.00 93.75	1,000.00 1,000.00
LAB TEST 10-520-477	100.00 .00	.00 100.00	.00 .00	.00 .00	.00 .00	100.00 100.00
K-9 CONTRACT LABOR 10-520-478	4,000.00 .00	.00 4,000.00	1,317.97 1,393.16	.00 620.99	.00 34.83	2,606.84 2,606.84
COPS LVISD CONTRACT PAY 10-520-479	40,000.00 .00	.00 40,000.00	2,100.00 8,960.00	718.00 6,458.00	.00 22.40	31,040.00 31,040.00
EVIDENCE SUPPLIES 10-520-480	2,000.00 .00	.00 2,000.00	.00 .00	44.99 146.34	.00 .00	2,000.00 2,000.00
EXPLORER PROGRAM 10-520-485	1,000.00 .00	.00 1,000.00	.00 .00	.00 .00	.00 .00	1,000.00 1,000.00
ADVERTISING 10-520-490	600.00 .00	.00 600.00	.00 54.13	.00 290.00	.00 9.02	545.87 545.87
ADVERTISING - PUBLICATIONS 10-520-499	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE PURCHASE 10-520-600	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE FUEL 10-520-610	55,000.00 .00	.00 55,000.00	2,940.85 9,966.03	4,311.76 14,045.16	.00 18.12	45,033.97 45,033.97
VEHICLE REPAIR 10-520-620	52,500.00 .00	.00 52,500.00	6,248.89 22,801.94	4,280.41 29,941.69	.00 43.43	29,698.06 29,698.06
GENERAL SUPPLIES 10-520-670	.00 .00	.00 .00	.00 215.87	329.92 400.58	.00 .00	-215.87 -215.87
EQUIPMENT PURCHASES 10-520-690	38,000.00 .00	.00 38,000.00	2,194.27 10,110.71	1,311.20 4,338.46	.00 26.61	27,889.29 27,889.29
WILSON COUNTY SOFTWARE 10-520-700	4,000.00 .00	.00 4,000.00	.00 .00	.00 .00	.00 .00	4,000.00 4,000.00
WCSD DISPATCH 10-520-910	3,000.00 .00	.00 3,000.00	.00 3,000.00	.00 .00	.00 100.00	.00 .00
MISCELLANEOUS 10-520-920	5,000.00 .00	.00 5,000.00	1,269.21 2,300.74	49.88 1,330.50	.00 46.01	2,699.26 2,699.26
WAGES - PUBLIC WORKS 10-530-010	.00 .00	.00 .00	.00 2,152.92	9,226.80 27,533.60	.00 .00	-2,152.92 -2,152.92
CONTRACT LABOR 10-530-011	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OVERTIME 10-530-015	.00 .00	.00 .00	.00 .00	554.58 1,249.63	.00 .00	.00 .00
PAYROLL TAXES 10-530-110	.00 .00	.00 .00	.00 255.95	752.88 2,208.84	.00 .00	-255.95 -255.95

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TMRS 10-530-115	.00 .00	.00 .00	.00 240.87	710.96 1,543.28	.00 .00	-240.87 -240.87
ON CALL PAY 10-530-120	.00 .00	.00 .00	.00 60.00	.00 .00	.00 .00	-60.00 -60.00
EMPLOYEE INSURANCE 10-530-150	.00 .00	.00 .00	.00 188.86	370.84 1,315.08	.00 .00	-188.86 -188.86
AFLAC 10-530-159	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OFFICE EXPENSE 10-530-210	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
BUILDING MAINTENANCE PW 10-530-214	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OFFICE SUPPLIES 10-530-220	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TELEPHONE 10-530-240	.00 .00	.00 .00	.00 .00	280.80 1,134.89	.00 .00	.00 .00
UNIFORMS 10-530-250	.00 .00	.00 .00	.00 .00	232.86 726.59	.00 .00	.00 .00
PROPERTY & LIABILITY INSURNACE 10-530-310	.00 .00	.00 .00	.00 .00	.00 18,002.38	.00 .00	.00 .00
WORKERS COMP INSURANCE 10-530-320	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
EMPLOYEE TRAINING 10-530-450	.00 .00	.00 .00	.00 .00	.00 104.47	.00 .00	.00 .00
VEHICLE FUEL 10-530-610	.00 .00	.00 .00	.00 .00	1,868.03 5,397.44	.00 .00	.00 .00
VEHICLE REPAIR 10-530-620	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
REPAIR AND MAINTENANCE 10-530-655	.00 .00	.00 .00	.00 .00	573.86 573.86	.00 .00	.00 .00
TOOLS 10-530-660	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
STREET REPAIR 10-530-665	.00 .00	.00 .00	.00 .00	312.00 5,665.00	.00 .00	.00 .00
GENERAL SUPPLIES 10-530-670	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
LANDSCAPE 10-530-680	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
EQUIPMENT 10-530-690	.00 .00	.00 .00	.00 .00	.00 2,878.86	.00 .00	.00 .00

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EQUIPMENT - BIG ITEMS 10-530-791	.00 .00	.00 .00	.00 .00	.00 6,333.33	.00 .00	.00 .00
MISCELLANEOUS EXPENSE 10-530-920	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ENGINEERING FEES 10-530-930	.00 .00	.00 .00	.00 .00	1,948.60 4,882.50	.00 .00	.00 .00
WAGES 10-550-010	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PAYROLL TAXES 10-550-110	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TMRS 10-550-115	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
EMPLOYEE INSURANCE 10-550-150	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PROPERTY & LIABILITY INSURANCE 10-550-310	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WORKERS COMP 10-550-320	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WAGES - PARK DEPARTMENT 10-580-010	85,285.20 .00	.00 85,285.20	6,336.97 29,682.00	9,221.07 27,416.27	.00 34.80	55,603.20 55,603.20
OVERTIME 10-580-015	4,000.00 .00	.00 4,000.00	117.80 338.62	253.79 1,300.73	.00 8.47	3,661.38 3,661.38
PAYROLL TAXES 10-580-110	6,830.32 .00	.00 6,830.32	493.78 2,310.78	727.13 2,203.75	.00 33.83	4,519.54 4,519.54
TMRS 10-580-115	4,383.90 .00	.00 4,383.90	316.92 1,517.77	478.48 1,941.57	.00 34.62	2,866.13 2,866.13
EMPLOYEE INSURANCE 10-580-150	21,549.04 .00	.00 21,549.04	755.42 6,798.78	2,225.04 8,900.16	.00 31.55	14,750.26 14,750.26
TELEPHONE 10-580-240	900.00 .00	.00 900.00	168.14 338.75	86.54 346.10	.00 37.64	561.25 561.25
UNIFORMS 10-580-250	2,000.00 .00	.00 2,000.00	714.39 834.90	104.28 562.62	.00 41.75	1,165.10 1,165.10
UTILITIES - PARK 10-580-290	11,400.00 .00	.00 11,400.00	1,927.20 3,971.18	871.40 4,025.54	.00 34.83	7,428.82 7,428.82
PROPERTY & LIABILITY INSURANCE 10-580-310	6,000.00 .00	.00 6,000.00	3,456.78 3,456.78	.00 .00	.00 57.61	2,543.22 2,543.22
WORKERS COMP INSURANCE 10-580-320	438.05 .00	.00 438.05	.00 1,587.00	.00 213.12	.00 362.29	-1,148.95 -1,148.95
EMPLOYEE TRAINING 10-580-450	500.00 .00	.00 500.00	.00 .00	.00 .00	.00 .00	500.00 500.00

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CAPITAL OUTLAY- PARK 10-580-500	112,500.00 .00	.00 112,500.00	10,406.63 78,121.22	.00 .00	.00 69.44	34,378.78 34,378.78
VEHICLE PURCHASE 10-580-600	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE FUEL 10-580-610	5,500.00 .00	.00 5,500.00	139.48 545.92	227.21 1,273.13	.00 9.93	4,954.08 4,954.08
VEHICLE REPAIR 10-580-620	6,000.00 .00	.00 6,000.00	245.50 878.17	167.83 4,211.04	.00 14.64	5,121.83 5,121.83
REPAIR AND MAINTENANCE 10-580-655	13,900.00 .00	.00 13,900.00	600.16 11,683.23	.00 58.55	.00 84.05	2,216.77 2,216.77
TOOLS 10-580-660	1,000.00 .00	.00 1,000.00	.00 41.98	109.98 861.46	.00 4.20	958.02 958.02
CITY PARK SUPPLIES 10-580-670	5,500.00 .00	.00 5,500.00	127.11 647.20	441.01 1,822.42	.00 11.77	4,852.80 4,852.80
PARK EQUIPMENT 10-580-690	19,500.00 .00	.00 19,500.00	512.50 1,146.57	240.00 9,706.00	.00 5.88	18,353.43 18,353.43
PARK- CHRISTMAS 10-580-695	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PARK GRANT ITEMS 10-580-791	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CAPITAL OUTLAY 10-800-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TRANSFER OUT 10-900-200	.00 .00	.00 .00	-4,979.25 -5,582.92	.00 .00	.00 .00	5,582.92 5,582.92
DRAINAGE PROJECT 11-500-100	500,000.00 .00	.00 500,000.00	11,061.50 40,629.68	.00 2,709.00	.00 8.13	459,370.32 459,370.32
ENGINEERING FEE 11-510-100	50,000.00 .00	.00 50,000.00	.00 .00	.00 .00	.00 .00	50,000.00 50,000.00
BANK SERVICE CHARGES 11-510-470	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WAGES - MDD 12-500-010	118,045.20 .00	.00 118,045.20	8,944.87 39,315.14	6,145.94 19,023.30	.00 33.31	78,730.06 78,730.06
OVERTIME 12-500-015	2,000.00 .00	.00 2,000.00	.00 .00	.00 .00	.00 .00	2,000.00 2,000.00
CAR & CELL PHONE ALLOWANCE 12-500-020	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PAYROLL TAXES 12-500-050	7,537.76 .00	.00 7,537.76	684.28 3,007.58	470.17 1,455.28	.00 39.90	4,530.18 4,530.18
SOCIAL SECURITY TAXES 12-500-110	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00

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TMRS 12-500-115	4,837.96 .00	.00 4,837.96	439.20 1,972.91	310.37 982.57	.00 40.78	2,865.05 2,865.05
EMPLOYEE INSURANCE 12-500-150	21,549.04 .00	.00 21,549.04	755.42 6,043.36	55.88 223.52	.00 28.04	15,505.68 15,505.68
OFFICE SUPPLIES 12-500-220	4,000.00 .00	.00 4,000.00	445.04 2,412.68	161.09 435.90	.00 60.32	1,587.32 1,587.32
SUBSCRIPTIONS 12-500-230	17,600.00 .00	.00 17,600.00	1,019.60 14,752.77	104.47 13,928.59	.00 83.82	2,847.23 2,847.23
NEWS PUBLICATIONS/SUBSCRIPTION 12-500-231	.00 .00	.00 .00	.00 .00	.00 430.38	.00 .00	.00 .00
TELEPHONE 12-500-240	800.00 .00	.00 800.00	293.14 586.23	43.27 173.05	.00 73.28	213.77 213.77
IT SERVICES 12-500-270	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PROPERTY & LIABILITY INSURANCE 12-500-310	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WORKERS COMP INSURANCE 12-500-320	246.33 .00	.00 246.33	.00 84.76	.00 56.13	.00 34.41	161.57 161.57
FACILITY & OVERHEAD COST TO GF 12-500-400	60,000.00 .00	.00 60,000.00	60,000.00 60,000.00	60,000.00 60,000.00	.00 100.00	.00 .00
ENGINEERING 12-500-410	5,000.00 .00	.00 5,000.00	.00 .00	.00 .00	.00 .00	5,000.00 5,000.00
LEGAL 12-500-420	3,000.00 .00	.00 3,000.00	.00 371.00	69.00 184.00	.00 12.37	2,629.00 2,629.00
EQUIPMENT EXPENSE 12-500-430	63,785.00 .00	.00 63,785.00	14,191.98 24,482.33	12,000.00 31,507.46	.00 38.38	39,302.67 39,302.67
TRAINING/CONFERENCE/TRAVEL 12-500-450	5,000.00 .00	.00 5,000.00	1,316.18 2,453.43	.00 3,800.00	.00 49.07	2,546.57 2,546.57
BUSINESS RECRUITMENT 12-500-455	500.00 .00	.00 500.00	.00 .00	.00 .00	.00 .00	500.00 500.00
ECONOMIC DEVELOPMENT 12-500-456	6,000.00 .00	.00 6,000.00	.00 .00	.00 .00	.00 .00	6,000.00 6,000.00
EVENT PLANNING 12-500-460	250,000.00 .00	.00 250,000.00	15,222.72 72,358.22	10,665.48 32,842.85	.00 28.94	177,641.78 177,641.78
COMMUNITY PROGRAMS 12-500-465	6,700.00 .00	.00 6,700.00	144.50 144.50	.00 .00	.00 2.16	6,555.50 6,555.50
ECONOMIC DEVELOPMENT PROJECT 12-500-470	.00 .00	.00 .00	.00 4,299.50	.00 .00	.00 .00	-4,299.50 -4,299.50
CONSULTING/DEVELOPMENT/PLAN 12-500-475	300,000.00 .00	.00 300,000.00	.00 .00	.00 33,887.08	.00 .00	300,000.00 300,000.00

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ADVERTISING 12-500-476	10,000.00 .00	.00 10,000.00	4,294.29 4,493.23	.00 360.16	.00 44.93	5,506.77 5,506.77
FACADE/BEAR GRANTS 12-500-477	50,000.00 .00	.00 50,000.00	.00 1,000.00	5,000.00 5,000.00	.00 2.00	49,000.00 49,000.00
TRAFFIC STUDY 12-500-478	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
COVID-19 RELIEF 12-500-479	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTINGENCY 12-500-500	111,487.60 .00	.00 111,487.60	.00 .00	.00 .00	.00 .00	111,487.60 111,487.60
VEHICLE PURCHASE 12-500-600	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PD BUILDING LOAN 2025 12-500-700	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OVERTIME 12-510-015	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CAPITAL OUTLAY 12-800-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TRANSFER OUT 12-900-200	.00 .00	.00 .00	34,698.01 126,749.14	.00 12,666.66	.00 .00	-126,749.14 -126,749.14
STREET REPAIR 14-500-100	320,000.00 .00	.00 320,000.00	.00 .00	.00 .00	.00 .00	320,000.00 320,000.00
STREET CONTINGENCY 14-500-110	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PROFESSIONAL - ENGINEERING 14-500-410	15,000.00 .00	.00 15,000.00	.00 .00	.00 .00	.00 .00	15,000.00 15,000.00
MISCELLANEOUS EXPENSE 14-500-920	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CAPITAL OUTLAY 14-800-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
HOTEL ABATEMENT EXPENSE 15-500-200	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TRANSFER TO MDD 15-500-201	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISC EXPENSE 15-500-210	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
BANK SERVICE CHARGES 15-510-470	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISC POLICE EXPENSE 16-500-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00

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CAPITAL OUTLAY 16-800-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
GENERAL - CARE ACT GRANT EXPEN 18-500-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PD - AACOG COVID GRANT EXPENSE 18-510-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PD - AACOG BODY ARMOUR EXPENSE 18-515-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PD AACOG TRAINING/ AED GRANT 18-516-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PD/FIRE RADIO GRANT/ SHIELDS 18-517-100	.00 .00	.00 .00	.00 .00	.00 76,641.20	.00 .00	.00 .00
PARK - GRANT EXPENSES 18-520-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
GVEC POWER UP GRANT EXPENSES 18-530-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
FEMA COVID RECOVERY EXPENSES 18-540-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PW CARES ACT GRANT 18-550-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
SAFETY GRANT 18-560-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
AACOG 2023 GRANT PD 18-570-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CAPITAL OUTLAY 18-800-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TRANSFER OUT 18-900-200	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
2017 REFUNDING PRINCIPAL 20-100-104	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
2017 REFUNDING INTEREST 20-100-105	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
SARA LOAN PRINCIPAL 20-100-106	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
SARA LOAN INTEREST 20-100-107	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
2016 SERIES PRINCIPAL 20-100-108	150,000.00 .00	.00 150,000.00	.00 .00	.00 .00	.00 .00	150,000.00 150,000.00
2016 SERIER INTEREST 20-100-109	77,700.00 .00	.00 77,700.00	.00 .00	.00 .00	.00 .00	77,700.00 77,700.00

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Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
2016 SERIES BOND- ADMIN FEE 20-100-110	450.00 .00	.00 450.00	.00 .00	250.00 250.00	.00 .00	450.00 450.00
2024 SERIES PRINCIPAL 20-100-111	65,000.00 .00	.00 65,000.00	.00 65,000.00	40,000.00 40,000.00	.00 100.00	.00 .00
2024 SERIES INTEREST 20-100-112	46,775.00 .00	.00 46,775.00	.00 23,875.00	48,134.16 48,134.16	.00 51.04	22,900.00 22,900.00
2024 SERIES BOND- ADMIN FEE 20-100-113	450.00 .00	.00 450.00	.00 250.00	.00 .00	.00 55.56	200.00 200.00
BOND OBLIG 2003 SERIES - PRIN 20-800-800	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
BOND OBLIG 2003 SERIES - INT 20-800-810	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
BOND OBLIG 2003 SERIES - ADMIN 20-800-820	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
LEASE PROCEED (TRANSFER OUT) 20-800-830	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISCELLANEOUS 20-800-840	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
COURT BAILIFF 25-500-100	200.00 .00	.00 200.00	.00 .00	.00 .00	.00 .00	200.00 200.00
BUILDING SECURITY 25-500-200	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ALARM SERVICES 25-900-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTINGENCY 25-900-110	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISCELLANEOUS EXPENSE 25-900-920	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ANNUAL SOFTWARE MAINTENANCE 35-900-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISCELLANEOUS EXPENSE 35-900-920	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTINGENCY 40-500-500	130,281.77 .00	.00 130,281.77	.00 82,523.86	.00 .00	.00 63.34	47,757.91 47,757.91
WAGES 40-540-010	328,002.20 .00	.00 328,002.20	26,644.97 104,062.34	18,358.61 55,063.01	.00 31.73	223,939.86 223,939.86
OVERTIME 40-540-015	16,000.00 .00	.00 16,000.00	1,192.72 5,184.62	1,021.48 2,217.80	.00 32.40	10,815.38 10,815.38
CALL DUTY: WAGES 40-540-017	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00

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PAYROLL TAXES 40-540-110	26,316.17 .00	.00 26,316.17	1,863.56 7,782.92	1,464.72 4,317.27	.00 29.57	18,533.25 18,533.25
CALL DUTY WAGES 40-540-112	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TMRS 40-540-115	16,890.51 .00	.00 16,890.51	1,218.11 5,161.49	761.68 2,440.96	.00 30.56	11,729.02 11,729.02
CALL DUTY TMRS 40-540-116	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CALL DUTY TAXES 40-540-117	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ON CALL PAY 40-540-120	1,600.00 .00	.00 1,600.00	120.00 480.00	180.00 360.00	.00 30.00	1,120.00 1,120.00
EMPLOYEE INSURANCE 40-540-150	64,647.12 .00	.00 64,647.12	2,643.97 17,374.65	2,410.46 9,288.13	.00 26.88	47,272.47 47,272.47
AFLAC 40-540-159	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OFFICE EXPENSE 40-540-210	1,750.00 .00	.00 1,750.00	46.87 74.37	.00 331.29	.00 4.25	1,675.63 1,675.63
OFFICE SUPPLIES 40-540-220	.00 .00	.00 .00	.00 393.60	.00 .00	.00 .00	-393.60 -393.60
DUES AND SUBSCRIPTIONS 40-540-230	4,000.00 .00	.00 4,000.00	1,903.75 1,903.75	.00 .00	.00 47.59	2,096.25 2,096.25
TELEPHONE 40-540-240	7,500.00 .00	.00 7,500.00	1,142.93 3,290.45	1,005.57 1,947.39	.00 43.87	4,209.55 4,209.55
UNIFORMS 40-540-250	5,000.00 .00	.00 5,000.00	2,426.29 2,901.85	.00 .00	.00 58.04	2,098.15 2,098.15
POSTAGE 40-540-260	3,500.00 .00	.00 3,500.00	112.74 1,386.49	.00 1,000.00	.00 39.61	2,113.51 2,113.51
TECHNOLOGY/SOFTWARE UPGRADES 40-540-270	16,400.00 .00	.00 16,400.00	.00 9,068.00	1,500.00 1,500.00	.00 55.29	7,332.00 7,332.00
RETURNED CHECK 40-540-280	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
DEPOSIT REFUND 40-540-281	.00 .00	.00 .00	274.54 695.60	119.32 1,223.73	.00 .00	-695.60 -695.60
BAD DEBT 40-540-283	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
APPLIED DEPOSIT REIMBURSEMENT 40-540-284	.00 .00	.00 .00	533.46 2,151.88	1,722.91 3,458.43	.00 .00	-2,151.88 -2,151.88
UTILITIES 40-540-290	95,000.00 .00	.00 95,000.00	14,957.34 35,139.44	7,265.89 33,053.71	.00 36.99	59,860.56 59,860.56

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PROPERTY & LIABILITY INSURANCE 40-540-310	57,700.00 .00	.00 57,700.00	28,871.00 28,871.00	.00 .00	.00 50.04	28,829.00 28,829.00
WORKERS COMP INSURANCE 40-540-320	2,758.83 .00	.00 2,758.83	.00 4,780.00	.00 1,901.69	.00 173.26	-2,021.17 -2,021.17
PROFESSIONAL FEES 40-540-400	4,000.00 .00	.00 4,000.00	.00 .00	.00 .00	.00 .00	4,000.00 4,000.00
LEGAL & PROFESSIONAL - ENGINEER 40-540-410	70,000.00 .00	.00 70,000.00	-790.00 17,473.80	.00 .00	.00 24.96	52,526.20 52,526.20
PERMITS & INSPECTIONS 40-540-411	6,000.00 .00	.00 6,000.00	.00 4,071.33	1,656.00 5,572.86	.00 67.86	1,928.67 1,928.67
EMPLOYEE TRAINING & LICENSING 40-540-450	6,700.00 .00	.00 6,700.00	1,650.39 5,464.36	.00 1,514.31	.00 81.56	1,235.64 1,235.64
CRWA MEETING REIMBURSEMENT 40-540-455	300.00 .00	.00 300.00	.00 .00	.00 .00	.00 .00	300.00 300.00
AUDIT EXPENSE 40-540-460	9,400.00 .00	.00 9,400.00	.00 .00	2,671.42 2,671.42	.00 .00	9,400.00 9,400.00
BANK SERVICE CHARGES 40-540-470	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
PAYCLIX EXPENSE 40-540-471	12,000.00 .00	.00 12,000.00	1,456.87 6,945.11	1,396.10 5,401.53	.00 57.88	5,054.89 5,054.89
ADVERTISING 40-540-490	3,000.00 .00	.00 3,000.00	.00 .00	.00 519.62	.00 .00	3,000.00 3,000.00
INFRASTRUCTURE REPAIR 40-540-525	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE FUEL 40-540-610	20,500.00 .00	.00 20,500.00	1,116.82 3,704.27	.00 .00	.00 18.07	16,795.73 16,795.73
VEHICLE REPAIR 40-540-620	16,000.00 .00	.00 16,000.00	437.18 6,637.36	1,940.65 9,078.29	.00 41.48	9,362.64 9,362.64
TOOLS 40-540-660	3,100.00 .00	.00 3,100.00	78.96 78.96	.00 .00	.00 2.55	3,021.04 3,021.04
EQUIPMENT 40-540-690	15,000.00 .00	.00 15,000.00	.00 185.94	.00 .00	.00 1.24	14,814.06 14,814.06
GARBAGE COLLECTION EXPENSE 40-540-710	350,000.00 .00	.00 350,000.00	70,476.85 142,337.74	35,158.17 137,653.65	.00 40.67	207,662.26 207,662.26
SALES TAX EXPENSE 40-540-720	.00 .00	.00 .00	2,564.83 10,980.11	2,507.28 7,852.82	.00 .00	-10,980.11 -10,980.11
VALVE REPAIR 40-540-805	5,000.00 .00	.00 5,000.00	.00 .00	.00 .00	.00 .00	5,000.00 5,000.00
SUPPLIES AND REPAIRS 40-540-810	323,500.00 .00	.00 323,500.00	6,839.44 64,165.52	13,698.68 61,635.22	.00 19.83	259,334.48 259,334.48

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WWTP OPERATION 40-540-820	150,000.00 .00	.00 150,000.00	13,442.12 52,730.33	13,380.40 60,790.76	.00 35.15	97,269.67 97,269.67
METER REPLACEMENT 40-540-825	100,000.00 .00	.00 100,000.00	.00 17,267.83	.00 68,662.27	.00 17.27	82,732.17 82,732.17
WATER ANALYSIS LAB 40-540-830	15,000.00 .00	.00 15,000.00	1,888.00 3,576.00	948.00 5,815.00	.00 23.84	11,424.00 11,424.00
CHEMICALS 40-540-840	30,000.00 .00	.00 30,000.00	3,176.41 8,848.04	1,738.06 11,434.13	.00 29.49	21,151.96 21,151.96
BULK WATER PURCHASE 40-540-880	50,000.00 .00	.00 50,000.00	1,997.61 12,837.01	1,925.02 30,401.06	.00 25.67	37,162.99 37,162.99
LINE USE AND ADMIN 40-540-885	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WATER PROJECT CONTINGENCY 40-540-889	15,392.00 .00	.00 15,392.00	.00 15,392.00	.00 .00	.00 100.00	.00 .00
WELL PROJECTS 40-540-901	175,000.00 .00	.00 175,000.00	11,398.90 41,823.60	1,536.25 58,033.80	.00 23.90	133,176.40 133,176.40
LAND LEASE 40-540-902	45,000.00 .00	.00 45,000.00	.00 27,998.10	.00 .00	.00 62.22	17,001.90 17,001.90
EQUIPMENT PURCHASE 40-540-906	59,500.00 .00	.00 59,500.00	-204.25 45,471.89	.00 1,116.00	.00 76.42	14,028.11 14,028.11
DEPRECIATION 40-540-908	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
C OF O 2011 PRINCIPAL 40-540-909	.00 .00	.00 .00	.00 .00	.00 313,000.00	.00 .00	.00 .00
SARA LOAN PRINCIPAL 40-540-910	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
W & S 1975 BOND PRINCIPAL 40-540-911	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
C OF O 2011 INTEREST 40-540-912	.00 .00	.00 .00	.00 .00	.00 1,024.72	.00 .00	.00 .00
SARA LOAN INTEREST 40-540-913	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
W & S 1975 INTEREST 40-540-914	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
W & S 1975 BOND ADMIN FEE 40-540-915	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
BOND ISSUE COST 40-540-916	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
2016 SERIES BOND PAYMENT 40-540-916 -	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00

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2016 SERIES - INTEREST PAYMENT 40-540-917	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
2016 SERIES BOND - ADMIN FEE 40-540-918	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
2017 REFUNDING/INTEREST 40-540-919	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISCELLANEOUS EXPENSE 40-540-920	8,000.00 .00	.00 8,000.00	.00 -416.03	169.61 4,669.61	.00 -5.20	8,416.03 8,416.03
CAPITAL OUTLAY 40-599-500	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WATER METERS 41-500-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WATER LINE REPLACEMENT 41-510-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ENGINEERING - WATER LINE 41-510-115	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WELL #7 PROJECT 41-520-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ENGINEERING - WATER WELL #7 41-520-115	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISC - WATER WELL #7 41-520-120	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ELEVATED TOWER CONSTRUCTION 41-530-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ELEVATED TOWER CONSTRUCTION 41-530-101	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ELEVATED TOWER MISC/CONTINGENC 41-530-110	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ELEVATED TOWER LEGAL/ACQUIS 41-530-111	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ENG - ELEVATED WATER TOWER 41-530-115	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ELEVATED TOWER 41-530-116	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
Water/Filter Plant Line 41-540-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
Water/Filter Plant Misc 41-540-110	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
Water/Filter Plant Engineer 41-540-115	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00

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UNFUNDED HWY 87 PROJECT 50-500-200	.00 .00	.00 .00	.00 77,573.84	.00 .00	.00 .00	-77,573.84 -77,573.84
WELL PROJECT 50-540-100	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TRANSFER OUT 51-500-200	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
SEWER IMPACT PROJECTS 51-500-300	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
TRANSFER OUT 51-900-200	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
Grand Total::	7,432,697.99 .00	.00 7,432,697.99	613,445.29 2,387,042.67	585,320.27 2,350,965.19	.00 32.12	5,045,655.32 5,045,655.32



## CITY COUNCIL MEETING

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

February 12, 2026

6:30 PM

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### MINUTES

#### 1. Call to Order

The meeting was called to order at 6:30PM

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

#### 2. Invocation & Pledge of Allegiance

Pastor Bobby Nixon lead the prayer and Mayor Poore lead the pledges.

#### 3. Citizens to Be Heard

*(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to Be Heard section, no council action may take place, and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion.)*

Paul Tucker spoke, he states he would like clarification on how the water bill is calculated. Mayor Poore explained Interim City Administrator Xavier Millan will contact Mr. Tucker tomorrow to explain it to him.

There were others that signed for citizens to be heard, they were all for the re-zone. Mayor Poore stated there is a public comments section in the public hearing were he advised them to speak there.

#### 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 1/8/2026 City Council Meeting
- B. Financials for the month of November
- C. Financials for the month of December
- D. 4th quarter 2025 Investment Report

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

#### 5. Presentations

- A. Presentation from Armstrong, Vaughan & Associates, P.C. regarding the 2025 Audit

**6. Public Hearing**

A. The La Vernia City Council will host a public hearing to discuss and consider action on Ordinance No. 021226-01, a re-zone application for the property described as **13378 US HWY 87 W LA VERNIA, TX 78121,CITY OF LA VERNIA, LOT 274 (LOT 1 BLK 13), ACRES 1.07**, requesting to change from the current zoning C-1 Retail District 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. 021226-01, a re-zone application for the property described as **13378 US HWY 87 W LA VERNIA, TX 78121,CITY OF LA VERNIA, LOT 274 (LOT 1 BLK 13), ACRES 1.07**, requesting to change from the current zoning C-1 Retail District to C-2 General Commercial District.

A.1 Open Public Hearing

The Public hearing was opened at 7:14PM

A.2 Requestor Presentation

Michael Garrott was present representing On The Grind for the re-zone. He handed out packets to Council and had a poster with an image of the proposed building. They build upscale and their lighting does not expand beyond their perimeter. He states they would like to become apart of the community.

He explained they have runners that come out to your car to take your order, they do not have a box where you can order at. This was designed with the safety and customers in mind.

On The Grind's engineer Tyler Meals spoke on the drainage. They are keeping the building out of the flood plain.

Garrott states they are aware that this property might come out of the flood plain as SARA is reviewing. If so they might add a different business to the property as well.

#### A.3 Staff Presentation

Interim City Administrator Xavier Millan spoke on the future use chart, he listed everything that is permitted in the C-1 and C-2 zones. He let Council know that the Planning and Zoning Board did recommend the Council deny the rezone. City Secretary Madison Farrow spoke, she sent out twelve 200ft notices and only received one back that was opposed with no comments attached.

City engineer Morgen Gore spoke, she sees nothing wrong with what is proposed.

#### A.4 Receive Public Comments

Norah Wilkinson states she is in favor of growth for the community, and rezoning can bring a lot of great things but there are a lot of cons. The traffic, the drainage. How will this affect Buffalo Joe's? The corner is not designed for this.

Danny Kent states the Colby J Kent Foundation rely heavily on the local businesses, they support the students here in La Vernia. Allowing new entities to come in does not support who is here now. They ask for them to deny this request.

Cyndie Barnes states she is concerned with traffic, the streets are too narrow and congested. Adding another drive-thru is not a good idea. She would be more welcoming to them coming in at a different location.

Hillary Moehrig states she is a gym owner and they do their best to help everyone and she knows everyone does the same. She states you already can't get across 87 and Nicolson is not wide enough. She supports businesses but is not in favor of having this come across from another

business. We need to take care of our current businesses and roads.

Chase Vincent spoke, he is the owner of the Shed. They are a mom and pop business that opened 7 years ago. They raise their children here, they are for the community. Every dollar they earn comes back to the city. Allowing another coffee shop across from them is a threat. One bad year could mean closing their doors. This would effect them and the donations they give. He knows growth is important but so is protecting the small businesses that are here. They are asking them to stand with the families in this town.

Matt Morgan states he is president of the La Vernia FFA club, they rely heavily on local businesses in this city. He asks that they continue support the local businesses here.

Don Rackler states everyone has a right to create a business and the government doesn't have the right to pick and choose.

#### A.5 Close Public Hearing

The Public Hearing was closed 8:15PM.

A.6 Discuss and consider action on Ordinance No. 021226-01, a re-zone application for the property described as **13378 US HWY 87 W LA VERNIA, TX 78121,CITY OF LA VERNIA, LOT 274 (LOT 1 BLK 13), ACRES 1.07**, requesting to change from the current zoning C-1 Retail District to C-2 General Commercial District.

Motion made by Recker to follow the recommendation of the planning and zoning board and not except the rezone, seconded by Oates to approve Ordinance No. 021226-01, a re-zone application for the property described as **13378 US HWY 87 W LA VERNIA, TX 78121,CITY OF LA VERNIA, LOT 274 (LOT 1 BLK 13), ACRES 1.07**, requesting to change from the current zoning C-1 Retail District to C-2 General Commercial District.

Gilbert states council can not stop a business from coming in, this decision is only on the rezone.  
 Oates states the council tries to keep consistency. The C-2 would open up to a lot more businesses.  
 all in favor.

**7. Discussion Only**

- A. Discussion regarding murals  
 Whitney Yocham states she would like to have the high school students paint a mural on the carwash.  
 Xavi read a letter from code enforcement Brie Smith on the mural.  
 Mayor Poore states for Whitney to go the sign variance route and bring it back to council with the example they would like to paint.
- B. Discussion regarding the monthly meter replacement report (Dept of Public Works)  
 Public Works Director Josh De La Zerda spoke they have put in 668 meters and have 185 left. The goal is for them to have all the meters put in by next council meeting.
- C. Discussion regarding last year's water use survey  
 Public Works Director Josh De La Zerda spoke on last years water use survey.
- D. Discussion regarding the flood policy  
 Chief Keil spoke on the flood policy and showed council the draft. He states they are looking into grants to help fund it, the policy will be brought back to council in March for adoption.

**8. Ordinances**

- A. Discuss and consider action on Ordinance No. 021226-02 Fee Schedule amendment regarding engineering fees  
 Interim City Administrator Xavier Millan spoke on the Fee Schedule amendment. Due to the City now employing an in-house engineer, the engineering fees require updating.  
 Felicia Carvajal stated that the City will no longer charge a fee for event permits. However, event permits will still be required.  
 Motion made by Oates, seconded by Rabel to approve Ordinance No. 021226-02 Fee Schedule amendment regarding engineering fees, all in favor.
- B. Discuss and consider action on Ordinance No. 021226-03 regarding the Drought Contingency Plan  
 City Engineer Morgen Gore spoke, we have not renewed our plan since 2019. She has reviewed and made necessary edits.  
 Motion made by Oates, seconded by Recker to approve Ordinance No. 021226-03 regarding the Drought Contingency Plan, all in favor.

**9. Resolutions**

- A. Discuss and consider action on Resolution No. R021226-01 regarding TexPool amending authorized representatives  
 Interim City Administrator Xavier Millan spoke, this is to add Finance Administrator Jennifer Mair to the TexPool.

Motion made by Recker, seconded by Evans to approve Resolution No. R021226-01 regarding TexPool amending authorized representatives, all in favor.

- B. Discuss and consider action on Resolution No. R021226-02 regarding Operation Lone Star

Chief Keil spoke on the Operation Lone Star Grant.

Motion made by Oates, seconded by Rabel to approve Resolution No. R021226-02 regarding Operation Lone Star, all in favor.

- C. Discuss and consider action on Resolution No. R021226-03 regarding MOA Task Force Model

Chief Keil spoke on the MOA Task Force Model.

Motion made by Gilbert, seconded by Recker to approve Resolution No. R021226-03 regarding MOA Task Force Model, all in favor.

- D. Discuss and consider action on Resolution No. R021226-04 regarding MOU Between the Wilson County Veterans Services Office and the City of La Vernia / La Vernia Police Department

Chief Keil spoke on the MOU Between the Wilson County Veterans Services Office and the City of La Vernia / La Vernia Police Department.

Motion made by Recker, seconded by Rabel to approve Resolution No. R021226-04 regarding MOU Between the Wilson County Veterans Services Office and the City of La Vernia / La Vernia Police Department, all in favor.

- E. Discuss and consider action on Resolution No. R021226-05 regarding Groundwater Lease

Interim City Administrator Xavier Millan spoke on the Groundwater Lease.

Motion made by Oates, seconded by Evans to approve Resolution No. R021226-05 regarding Groundwater Lease, all in favor.

- F. Discuss and consider action on Resolution No. R021226-06 regarding Discharge Access & Pond Use Agreement

Interim City Administrator Xavier Millan spoke on the Discharge Access & Pond Use Agreement.

Motion made by Oates, seconded by Recker to approve Resolution No. R021226-06 regarding Discharge Access & Pond Use Agreement, all in favor.

- G. Discuss and consider action on Resolution No. R021226-07 regarding Guadalupe County Master Drainage Plan

Interim City Administrator Xavier Millan spoke on the Guadalupe County Master Drainage Plan, this is in support of them.

Motion made by Recker, seconded by Evans to approve Resolution No. R021226-07 regarding Guadalupe County Master Drainage Plan , all in favor.

**10. Items Specific to Future Line Items on the Agenda**

-SUP

-Drainage project update

-Flood Plan

-Interlocal with LVISD

-Example of how the water bills are calculated

## 11. Adjourn

Motion made by Oates to adjourn at 9:27PM, seconded by Rabel, all in favor.

### DECORUM REQUIRED

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

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

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

The City Council went into Executive Session at 6:40PM for §551.071 Consultation with Attorney, and §551.072 Deliberations about Real Property.

The City Council came out of Executive Session at 7:13PM.

No public action was taken.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards of the City Hall of said La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **February 06, 2026 at 5:00 PM** and remained so posted continuously for at least 72 Hours preceding the scheduled time of said meeting.

---

Madison Farrow, City Secretary

# HOW YOUR WATER BILL IS CALCULATED

## Residential 5/8" Meter

Example based on 14,000 gallons used



### BASE SERVICE FEE

**\$28.52**

(Covers infrastructure and service availability)



### WATER USAGE

#### First 10,000 Gallons

10 units x \$5.48 per 1,000 gallons

**= \$54.80**

#### Next 4,000 Gallons

4 units x \$6.01 per 1,000 gallons

**= \$24.04**



### TOTAL WATER CHARGES

**\$107.36**



Fee schedule

Water rates are **tiered**. The more water used, the higher the rate per 1,000 gallons. This is an example calculation for educational purposes.

Change a Rate Code Rate Codes 1 - 40

Rate Number 1-IN RESIDENT

Change Field

Minimum Charges:

Name of Service:	Min. Charge:
1. Water	28.52
2. Sewage	27.50
3. Garbage	23.16
4. Wat Deposit	.00
5. Hook Up Fee	.00
6. O/M Charge	3.00
7. Overpayment	.00

Late Charges:

8. Fixed: .00

9. Percent: 12

Late Charge Dates:

10. Billing Day: 30th

11. Due Date: 15th

Tax: 12. 8.25 % Options

Extras:

County Code 0

Alternate Garbage

13.	35.70
14.	.00
15.	40.80
16.	31.98
17.	26.88

Type of Account:

Inactive/Vacant

Collection

Residential

Commercial

Industrial

Rate Category R

No Water

Charge for Zero Usage

Non Fixed Sewer Rate

Step Rates:

Step:	Gallons	Water Min. Charge	Sewage Min. Charge
19.	0		
20.	2000	5.480	.000
21.	1000	5.480	.000
22.	7000	5.480	2.750
23.	5000	6.010	2.750
24.	5000	6.610	2.750
25.	10000	7.290	2.750
26.	10000	8.010	2.750
27.	10000	8.810	2.750
28.	15000	9.680	2.750
29.	Remainder	10.670	2.750
30.	0	.000	.000

Sample Charges:

Gallons	Water	Sewage
2000	39.48	27.50
5000	55.92	33.00
10000	83.32	46.75
50000	387.52	156.75
80000	692.77	239.25
2000	39.48	27.50

List Accounts

Print Chart

Print Rate

Undo Change

New

Close

# HOW YOUR WATER BILL IS CALCULATED

## Commercial 1" Meter

Example based on 12,000 gallons used



### BASE SERVICE FEE

**\$69.08**

*(Covers infrastructure and service availability)*



### WATER USAGE

#### First 10,000 Gallons

*10 units x \$5.48 per 1,000 gallons*

**= \$54.80**

#### Next 2,000 Gallons

*4 units x \$6.01 per 1,000 gallons*

**= \$12.02**



### TOTAL WATER CHARGES

**\$135.90**



Fee schedule

Water rates are **tiered**. The more water used, the higher the rate per 1,000 gallons. This is an example calculation for educational purposes.

Change a Rate Code Rate Codes 1 - 40

Rate Number 13-1" COMMERCIAL W/ TOTES

Change Field

Minimum Charges:		Step Rates:			
Name of Service:	Min. Charge:	Step:	Gallons	Water Min. Charge	Sewage Min. Charge
1. Water	69.08	19.	0		
2. Sewage	41.25	20.	2000	5.480	.000
3. Garbage	30.46	21.	1000	5.480	.000
4. Wat Deposit	.00	22.	7000	5.480	2.070
5. Hook Up Fee	.00	23.	5000	6.010	2.070
6. O/M Charge	3.00	24.	5000	6.610	2.070
7. Overpayment	.00	25.	10000	7.290	2.070
		26.	10000	8.010	2.070
		27.	10000	8.810	2.070
		28.	15000	9.680	2.070
		29.	Remainder	10.670	2.070
		30.	0	.000	.000

Late Charges:		Late Charge Dates:	
8. Fixed:	.00	10. Billing Day:	30th
9. Percent:	12	11. Due Date:	15th

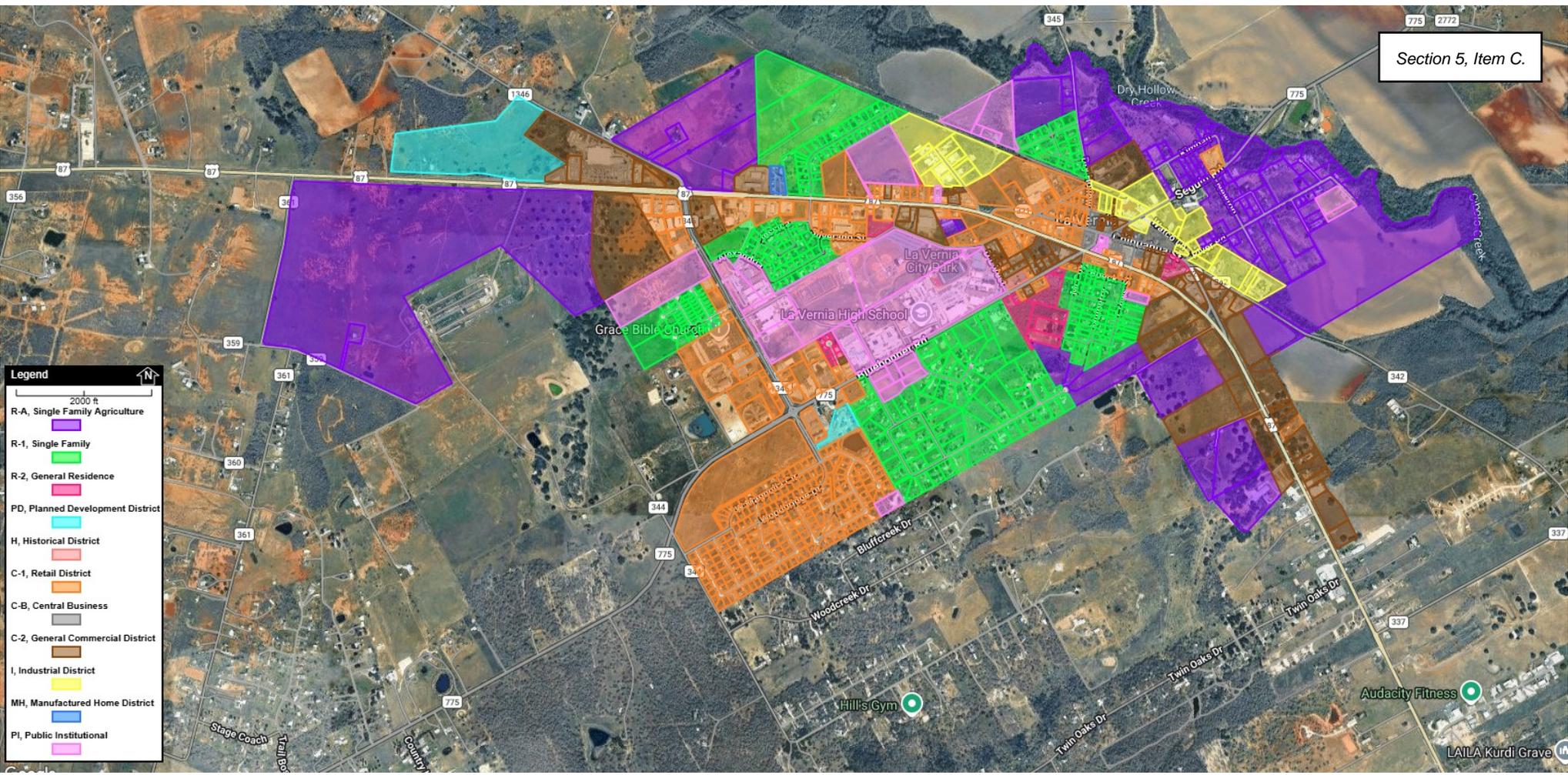
Tax: 12. 8.25 % Options

Extras: County Code 0

Alternate Garbage	Type of Account:	Sample Charges:
		Gallons Water Sewage
13. 40.30	Inactive/Vacant <input type="checkbox"/>	2000 80.04 41.25
14. 126.68	Collection <input type="checkbox"/>	5000 96.48 45.39
15. 680.18	Residential <input type="checkbox"/>	10000 123.88 55.74
16. 391.09	Commercial <input checked="" type="checkbox"/>	50000 428.08 138.54
17. .00	Industrial <input type="checkbox"/>	80000 733.33 200.64
	Rate Category C	200000 2013.73 449.04

Extras:  No Water Charge for Zero Usage  Non Fixed Sewer Rate

Buttons: List Accounts, Print Chart, Print Rate, Undo Change, New, Close





## *A Proclamation by the Mayor Pro-Tem*

**WHEREAS**, Women’s History Month is celebrated every March to honor the significant contributions of women throughout history, and to highlight the achievements of women in all fields, including public administration; and

**WHEREAS**, The month of March 2026 provides an opportunity to celebrate the vital role of women in public service, and to recognize the lasting impact of women who have pioneered paths of leadership and service in government; and

**WHEREAS**, The legacy of women in public administration is rich and diverse, with women such as **Frances Perkins**, who served as the first female U.S. Secretary of Labor and played a key role in the development of Social Security; **Julia Addington**, a prominent advocate for public health and urban planning who helped shape policies for sustainable cities; **Madeleine Albright**, the first female U.S. Secretary of State who helped forge international diplomacy during turbulent times; and **Jane Addams**, who made extraordinary contributions to social reform and the founding of the settlement house movement, which provided services for the poor and marginalized in communities across the nation; and

**WHEREAS**, These remarkable women have paved the way for future generations of female leaders in the field of public administration, showing that women’s leadership in government and service can bring about positive change, progress, and equality for all; and

**WHEREAS**, We also recognize the incredible contributions of the women of the City of La Vernia, who work tirelessly in many important roles throughout our community. From those in **finance, utilities, economic development, engineering, police, and the court system**, to those who serve as first responders, administrative professionals, and community leaders, their commitment, dedication, and leadership enrich our city and make La Vernia a stronger, more vibrant place to live; and

**WHEREAS**, As a city, we celebrate the accomplishments and contributions of women both past and present and are proud of the role women continue to play in shaping the future of La Vernia. We express our deep gratitude for their ongoing efforts and commitment to public service.

**NOW, THEREFORE**, I, Mayor Pro-Tem Dianell Recker, of the City of La Vernia, Texas, do hereby proclaim the month of **March 2026** as **Women's History Month** in the City of La Vernia, and encourage all residents to reflect on the significant contributions of women in public administration and beyond, to celebrate their achievements, and to continue supporting and empowering women in our community and in public service.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of La Vernia to be  
affixed this 12th of March 2026.

Section 6, Item A.

\_\_\_\_\_  
Mayor Pro-Tem, Dianell Recker

City of La Vernia, Texas

\_\_\_\_\_  
City Secretary, Madison Farrow

City of La Vernia, Texas











# CITY PARK/ ISD DRAINAGE PROJECT



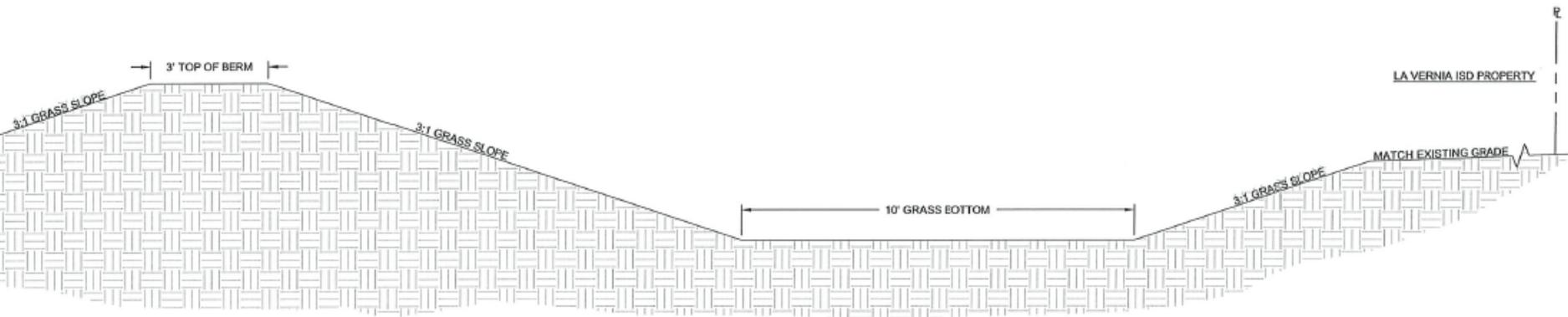


Section 8, Item C.

# PROJECT OVERVIEW

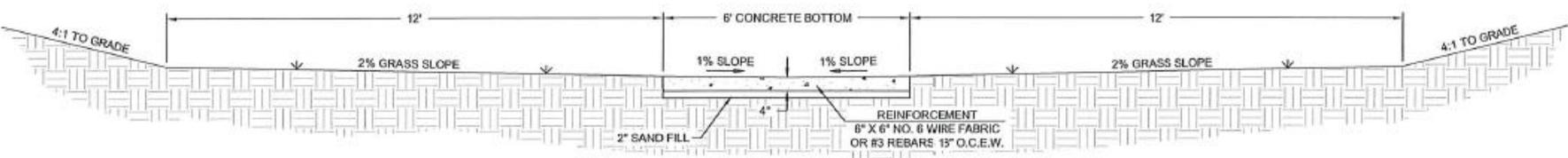
# ISD CHANNEL

- Create channel along 1346 to direct flow to southern ISD property line
- 35' wide grass channel along property line to ex. Culvert
- Grade property east of internal school road
- 2' concrete bottom channel leaving detention pond



# PARK CHANNEL

- 6' concrete sidewalk bottom, 30' flat bottom and gradual slope back to grade

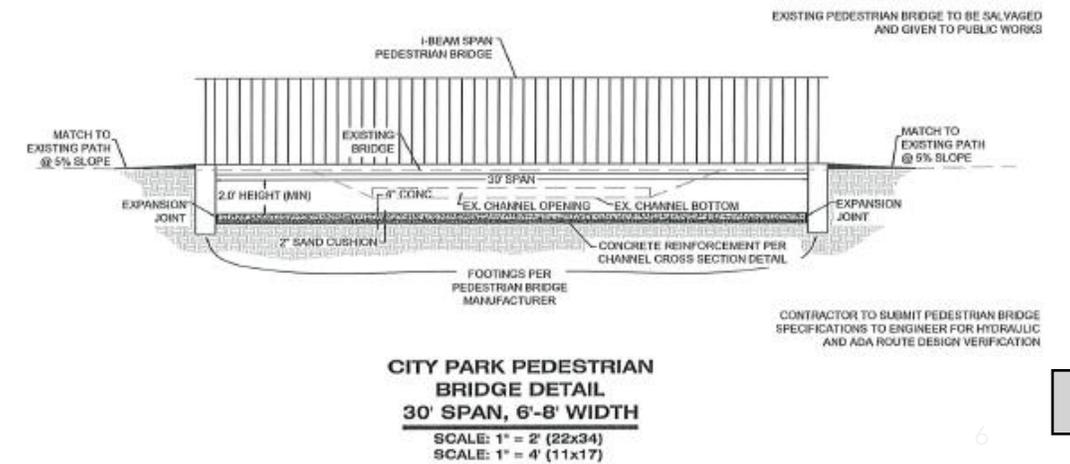
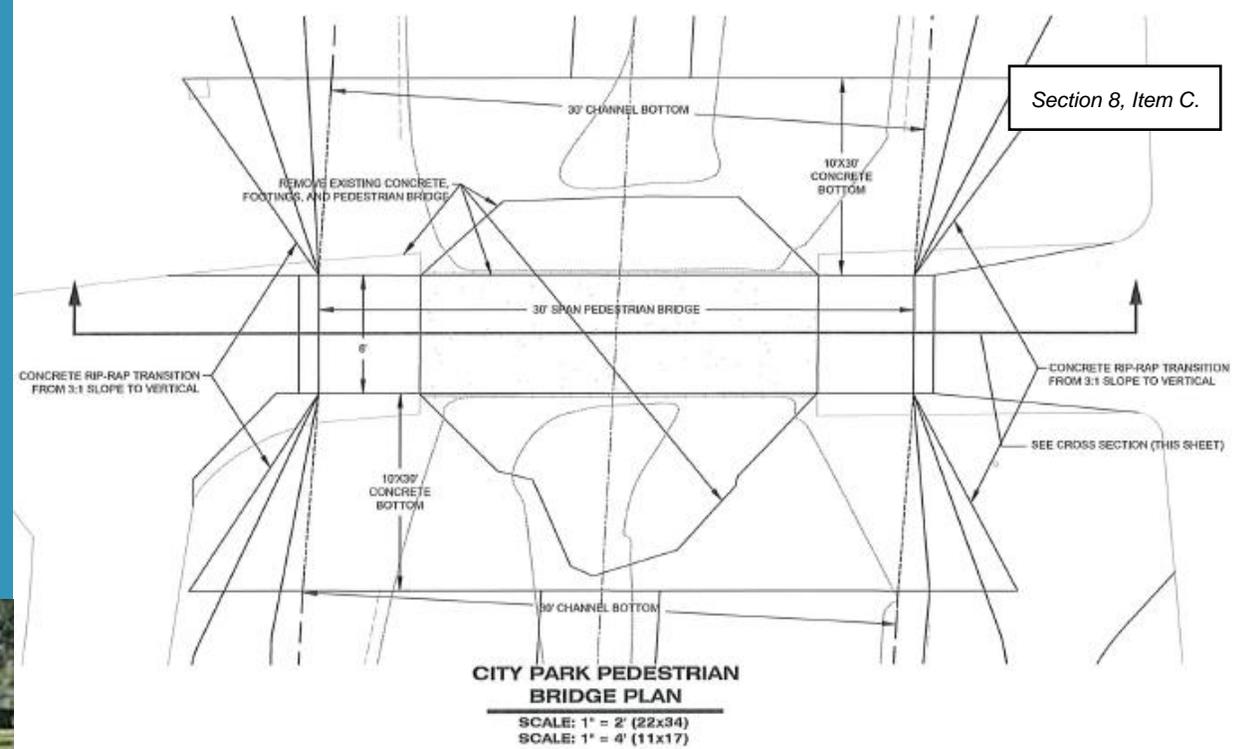




# POTENTIAL PATHWAYS

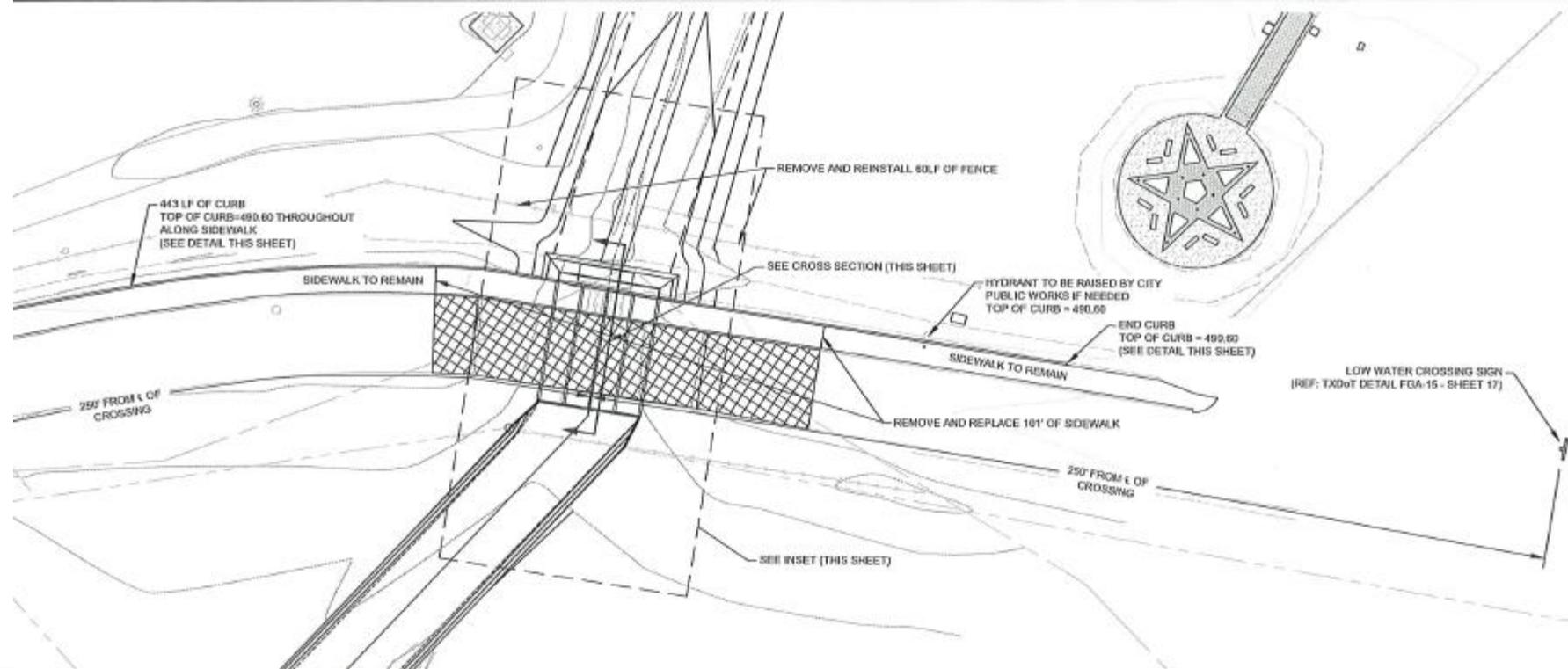
# PARK BRIDGE

- 30' span
- Current bridge to be salvaged
- Any logo, decal, etc. on the bridge?



# SAN ANTONIO RD

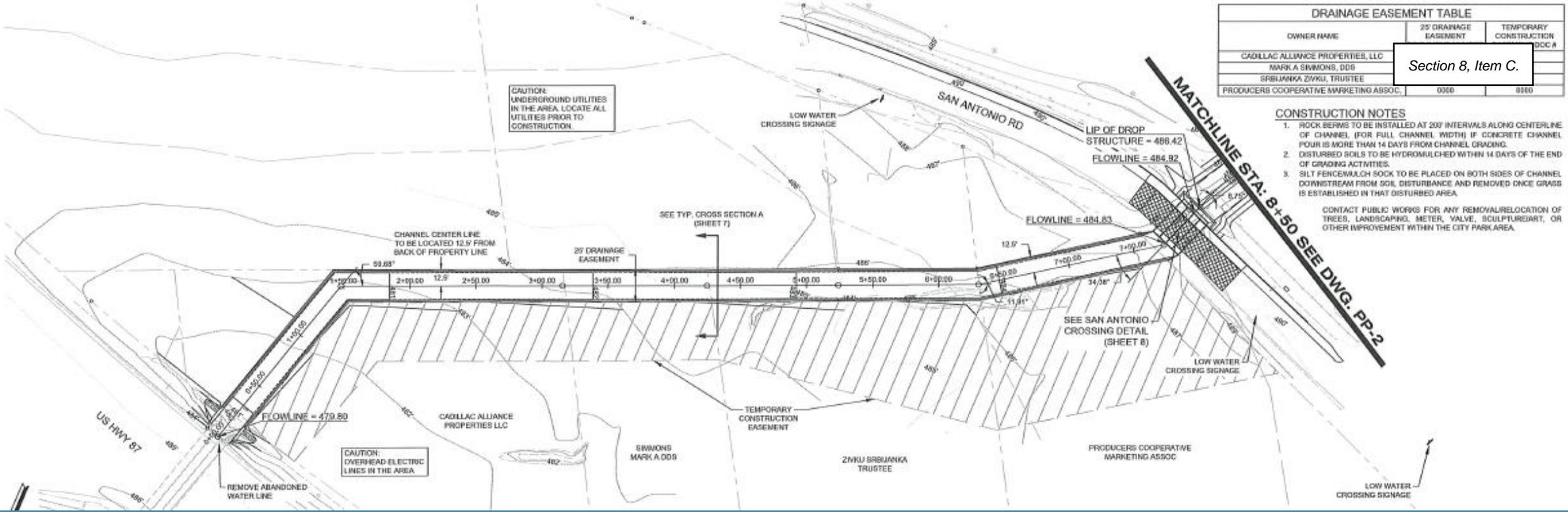
- Remove low water crossing and replace with 4 – 6'x 4' box culvert



DRAINAGE EASEMENT TABLE		
OWNER NAME	25' DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
CADILLAC ALLIANCE PROPERTIES, LLC		
MARK A SIMMONS, DDS		
SRBIJANKA ZINKU, TRUSTEE		
PRODUCERS COOPERATIVE MARKETING ASSOC.	0000	0000

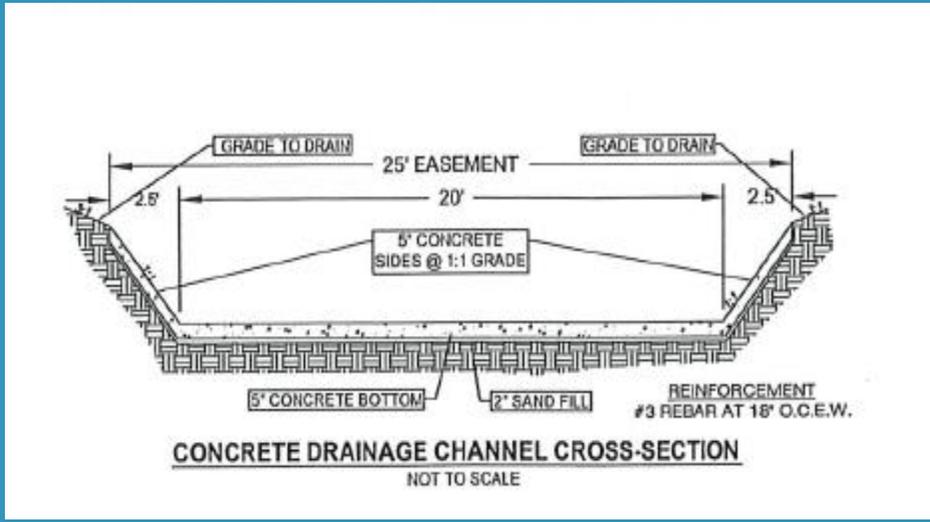
Section 8, Item C.

- CONSTRUCTION NOTES**
- ROCK BERMS TO BE INSTALLED AT 50' INTERVALS ALONG CENTERLINE OF CHANNEL. (FOR FULL CHANNEL WIDTH) IF CONCRETE CHANNEL POUR IS MORE THAN 14 DAYS FROM CHANNEL GRADING.
  - DISTURBED SOILS TO BE HYDROMULCHED WITHIN 14 DAYS OF THE END OF GRADING ACTIVITIES.
  - SILT FENCE/WALCH SOCK TO BE PLACED ON BOTH SIDES OF CHANNEL DOWNSTREAM FROM SOIL DISTURBANCE AND REMOVED ONCE GRASS IS ESTABLISHED IN THAT DISTURBED AREA.
- CONTACT PUBLIC WORKS FOR ANY REMOVAL/RELOCATION OF TREES, LANDSCAPING, METER, VALVE, SCULPTURE/ART, OR OTHER IMPROVEMENT WITHIN THE CITY PARK AREA.



# CHANNEL BETWEEN SAN ANTONIO AND 87

- 25' concrete channel in easement



**ORDINANCE NO. 031226-01**

**AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2026, GENERAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the general city election was called for May 2, 2026, for the purpose of electing members to the City Council; and

**WHEREAS**, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

**WHEREAS**, the Secretary of State’s recommended first day that an election may be canceled and all filing deadlines have passed (February 13<sup>th</sup> 2026); and

**WHEREAS**, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the Board of Aldermen to declare the candidates elected to office and cancel the election.

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

**SECTION 1.** The following candidates, who are unopposed in the May 2, 2026, general city election, are declared elected to office and shall be issued certificates of election following the time the election would have been canvassed:

Gary Gilbert, Mayor  
Dianell Recker, Councilmember

**SECTION 2.** The May 2, 2026, general city election is canceled, and the City Secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling place that would have been used in the election.

**SECTION 3.** It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

**SECTION 4.** This ordinance shall take effect upon its final passage, and it is so ordained.

**PASSED AND APPROVED** this, the 12th day of March, 2026.

---

Martin Poore, Mayor

**ATTEST:**

---

Madison Farrow, City Secretary

---

Legal:

**RESOLUTION NO. R031226-01**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT REGARDING "MEUTH" TRACT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of La Vernia will benefit from the agreement with SS Water Supply Corporation as described in **Exhibit A**; and

**WHEREAS**, the City Council of La Vernia, Texas finds it to be in the best interest of the City to have this agreement with SS Water Supply Corporation for settlement of PUC dockets;

**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 Mayor of La Vernia to sign an agreement with SS Water Supply Corporation for settlement of PUC dockets.

**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 12th day of March 2026.**

CITY OF LA VERNIA, TEXAS

\_\_\_\_\_  
Martin Poore, Mayor

ATTEST:

\_\_\_\_\_  
Madison Farrow, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit A**

DOCKET NO. 59216

PETITION OF SHAUNA MEUTH TO	§	BEFORE THE
AMEND SS WATER SUPPLY	§	
CORPORATION’S CERTIFICATE OF	§	PUBLIC UTILITY COMMISSION
CONVENIENCE AND NECESSITY IN	§	
WILSON COUNTY BY STREAMLINED	§	OF TEXAS
EXPEDITED RELEASE	§	

**TWC §13.248 AGREEMENT**

**SETTLEMENT REGARDING “MEUTH” TRACT**

COMES NOW JOINTLY by and through BOTH SS Water Supply Corporation and the City of La Vernia, and files this This Settlement Agreement Regarding the “Meuth” Tract (“Agreement”) that is by and between the City of La Vernia (“La Vernia”), a Texas general law city, and the S.S. Water Supply Corporation (“SSWSC”), a Texas 501(c)(12) non-profit water supply corporation organized under Chapter 67 of the Texas Water Code.

**RECITALS**

1. La Vernia and SSWSC are both retail public utilities holding retail water certificates of convenience and necessity.
2. Recent petitions, specifically Meuth SER (Docket No. 59172) and SSWSC Cease & Desist Request (Docket No. 59216), were filed with the Public Utility Commission of Texas (PUCT) regarding retail service by La Vernia within SSWSC’s CCN.
3. La Vernia and SSWSC desire to resolve the petitions by this Agreement, conditioned on Meuth’s dismissal of Docket No. 59172.

**NOW, THEREFORE**, to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

**1. Recitals and Definitions.**

The recitals are acknowledged to be true and are incorporated into this Agreement.

**A. Definitions:** Terms used in this Agreement shall mean as follows:

Meuth Tract: The tract of land described in the Meuth SER Petition; more particularly described in the survey recently filed in Docket No. 59172, which description is incorporated by reference into this Agreement as if attached hereto.

Meuth Petition: The petition and proceedings in Docket No. 59172 by which Petitioner Meuth seeks to have the PUCT remove the Meuth Tract from SSWSC’s service area.

PUCT: The Public Utility Commission of Texas, or a successor agency.

Service Area: The areas that La Vernia and SSWSC, respectively, are authorized to provide retail public water service pursuant to the certificates of convenience and necessity held by each.

SSWSC Petition: The petition and proceeding in Docket No. 59216 by which SSWSC seeks to have the PUCT issue a Cease-and-Desist order prohibiting La Vernia from providing retail water service within the Meuth (aka previously known as the Fischer Tract) through an existing 5/8-inch residential meter.

Water Plant Site: The tract of land where La Vernia currently has a well, filters, ground storage, disinfection equipment, and related plumbing and controls to serve the City of La Vernia and its customers within its CCN.

**2. Settlement Agreement.** Details as follows:

- i. La Vernia leases to SSWSC the service lateral (pigtail) connecting the City’s transmission main to the meter box, along with the water meter itself for the purpose of providing the sole retail water service connection to the Meuth tract. La Vernia retains full ownership, operation, and control of the leased infrastructure. SSWSC may access the facilities solely for observation purposes and only upon providing advance notice to La Vernia Water. Such

access shall be subject to reasonable scheduling, coordination with City staff, and compliance with all City safety and operational requirements. The consideration for the lease shall be to provide service to Meuth's single retail meter within SSWSC's certificated service area, and any revenues received therefrom.

- ii. This agreement provides La Vernia with SSWSC's agreement that La Vernia shall (i) provide treated potable water meeting minimum TCEQ water quality and pressure requirements, (ii) be responsible for maintenance of the leased facilities and (iii) be responsible for ensuring the leased facilities and the water service provided through it meets all TCEQ requirements for potable water service. This lease shall remain in effect a period of twenty (20) years from its effective date, with automatic two (2) year extensions after the initial 20-year period. The City may terminate the lease with 90-days' notice to SS WSC at any time, at which time SS WSC will have to coordinate with the landowner to provide service.
- iii. La Vernia retains the right to bill Meuth for any water usage through the existing 5/8" water meter per La Vernia agreement with Meuth.
- iv. La Vernia will prevail upon Meuth to withdraw the SER petition filed with the PUCT pending PUCT approval of the settlement agreement. If Meuth does not withdraw/dismiss the SER, SSWSC will continue to pursue the issuance of a Cease-and-Desist order from the PUCT against the City of La Vernia.
- v. Both Parties shall submit this agreement in its entirety to their respective governing bodies for approval and subsequent publishing in the Official Minutes of said proceeding, and upon completion of those proceedings Meuth shall dismiss SER request against the SSWSC in Docket No. 59172.

**3. PUCT Approval.** La Vernia and SSWSC agree to jointly request PUCT approval of this Agreement pursuant to Water Code §13.248. Each party will pay their own expenses relating to the application.

**4. Additional consideration.**

**A. Service Areas:** Except for the single residential service to the Meuth tract through a 5/8-inch meter as described above, La Vernia agrees not to provide any additional retail or wholesale potable water service to or within the Meuth tract. The City is permitted by SSWSC to provide industrial reclaim water to the Meuth tract given it meets all guidelines imposed by the Texas Commission of Environmental Protection (TCEQ).

**5. Miscellaneous.**

- A. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. Either party may not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- B. Notwithstanding anything to the contrary contained in this Agreement, this Agreement is not intended to, and shall not, create any rights in or confer any benefits upon any person other than the parties hereto, and it shall not be construed to be a contract for the benefit of a third party.
- C. All attachments, appendices, schedules and exhibits to this Agreement constitute integral parts of this Agreement and are incorporated into and made a part of this Agreement by this reference for all purposes.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue for any dispute or litigation shall be only in Wilson County, Texas.
- E. Nothing contained in this Agreement is intended by the parties to create any form of joint venture or partnership and any implication to the contrary is hereby expressly disavowed by both parties. It is understood and agreed that this Agreement does not create a joint enterprise of any kind.
- F. This Agreement between these parties constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement.

G. Both parties agree that if either party should default on any of the conditions and covenants hereunder or should threaten to do so or if it be necessary for any reason for either to hire or retain an attorney to represent it in connection with this Agreement, the party found to be responsible for said default agrees to pay to the prevailing party a reasonable amount for the prevailing party's reasonable costs, litigation expenses and attorney's fees.

H. Both 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 an alternate dispute resolution process before filing a suit concerning this Agreement.

I. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion thereof.

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

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

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

M. Amendments. This Agreement may only be amended in writing, with the approval of the PUCT.

N. Any notice, demand, or other communication required to be given or to be served upon any party under this Agreement shall be in writing and delivered to the person to whom the notice is directed, either: (i) in person with confirmation; (ii) by United States Mail, as a registered or certified item with return receipt required; (iii) delivered by delivery service (including any express mail or overnight delivery service); (iv) by confirmed facsimile; or (v) electronic mail. Notices, demands, or other communications delivered by mail shall be deemed given and received when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed. Any notice, demand, or other communication given other than by certified or registered mail, return receipt requested, shall be deemed to have been given

and received when delivered to the address of the party to whom it is addressed as stated on the signature page(s) of this Agreement. Any party hereto may change its address for notice by giving the other parties three (3) days' advance written notice of such change of address or facsimile number.

O. This Agreement shall constitute the Lease between the parties with respect to La Vernia's access to Meuth's retail water supply point of service.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, upon lawful approval and authority, in multiple counterparts, each of which shall constitute an original, signed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF LA VERNIA, TEXAS

\_\_\_\_\_  
Martin Poore, Mayor

ATTEST:

\_\_\_\_\_  
Madison Farrow, City Secretary

STATE OF TEXAS                    §  
COUNTY OF WILSON            §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by Martin Poore, in his capacity as Mayor of the City of La Vernia.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by Madison Farrow, in her capacity as City Secretary of the City of La Vernia.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, upon lawful approval and authority, in multiple counterparts, each of which shall constitute an original, signed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:  
S.S. WATER SUPPLY CORPORATION,  
A Texas Non-Profit Water Supply Corporation

By: \_\_\_\_\_  
John Fox, President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Date: \_\_\_\_\_

Larry Bratten, Secretary/Treasurer

STATE OF TEXAS §  
COUNTY OF WILSON §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by John Fox, in his capacity as President of S.S. Water Supply Corporation, on behalf of said **Corporation**.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS                   §  
COUNTY OF WILSON           §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by Larry Bratten, in his capacity as Secretary-Treasurer of S.S. Water Supply Corporation, on behalf of said *Corporation*.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

**RESOLUTION NO. 031226-02**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO A ONE YEAR AGREEMENT WITH LA VERNIA Market Days; 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 Market Days (hereinafter referred to as Market Days), believes that the use of the City Park by Market days is a wise use that benefits both the residents and Visitors 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:**

**SECTION 1.** The City of La Vernia and the La Vernia Market days do hereby enter into an agreement as outlined in **Exhibit “A”** attached hereto and incorporated herein for all purposes is hereby approved.

**SECTION 2.** The City Administrator is hereby authorized to execute said Agreement on behalf of the City of La Vernia.

**SECTION 3.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 4.** 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 5.** 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 6.** This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED THIS 12<sup>TH</sup> DAY OF MARCH 2026.**

\_\_\_\_\_  
Martin Poore, Mayor  
City of La Vernia

**ATTEST:**

\_\_\_\_\_  
Madison Farrow City Secretary

City of La Vernia

**APPROVED AS TO FORM:**

---

City Attorney  
City of La Vernia

**EXHIBIT "A"**

## FACILITIES USE AGREEMENT

### I.

This Facilities and Event Use agreement (“agreement”) is entered into by and between the City of La Vernia, Texas (“City”) and \_\_\_\_\_, a for-profit entity operating as a LLC (“Operator”).

### II.

#### **Term and Purpose**

The City grants Operator a limited, Non-exclusive license to conduct community market-style events (“Market Days”) at La Vernia City Park for a term of one (1) year beginning \_\_\_\_\_, 2026 and ending \_\_\_\_\_, 2027, Unless earlier terminated as provided herein.

The purpose of this agreement is to allow Market days to provide community benefit while ensuring public safety, compliance with City Park rules, and protection of City Property.

### III.

#### **Insurance and Indemnification**

The Operator 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 Operator 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. The operator 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.

Proof of insurance must be submitted to city before January 31<sup>st</sup> each year.

### IV.

#### **Event Allocation**

1. Operator is authorized to conduct Market Day events at La Vernia City Park during the term of this agreement, subject to prior scheduling, payment, and approval by the city or its designee.
2. In the event a Market Day is canceled due to weather or other unforeseen circumstances, Operator may request to reschedule the event within the term of this Agreement, subject to park availability and City approval.
3. No refunds, credit, or fee reduction shall be issued for canceled events; however, the City will make reasonable efforts to accommodate rescheduling requests when feasible.

V.

**FEES**

1. Operator shall pay the city a fee of one hundred dollars (\$100.00) per Market Day event conducted at La Vernia City Park during the term of this Agreement.
2. The parties acknowledge and agree that the per-event fee is paid in consideration for the right and privilege to host Market Day events at La Vernia City Park during the term of this Agreement.
3. Operator further acknowledges and agrees that it is solely responsible for coordinating, requesting, and reserving all Market Day dates and times with the City or its designee in advance of each event, subject to City availability and approval.
4. The fee is intended to cover the City's administrative cost associated with event authorization, coordination, and park use, and shall be deemed to satisfy any City permitting or facility use fees otherwise applicable to the authorized Market Day events.

Approval of this Agreement does not guarantee availability of the park for any specific date or time.

VI.

**Nonprofit Community Benefit**

1. Operator acknowledges that Market Days are intended to advance public purposes by supporting local community and charitable organizations.
2. Operator agrees to donate a portion of the proceeds generated from the Market days to local non-profits (501(c) (3) groups located in or serving the City of La Vernia or Wilson County.
3. Operator shall, at the conclusion of the Market Days Season and on an agreed-upon date between the parties, provide city officials with a summary presentation or written report describing:
  - 3.1. The number of events held;
  - 3.2. Estimated attendance;
  - 3.3. Any documents that show a donation was given to any local non-profits located in or serving the City of La Vernia or Wilson County.
4. The city acknowledges that the exact amount and percentage of donations are made in good faith and eligible for local nonprofits.

VII.

**Use of Facilities**

1. Market Days shall be conducted solely within La Vernia City Park as shown in Exhibit A.

2. The Operator can connect to the power sources located at the park. No vendor is allowed to connect to the power sources located in the park.
3. During a properly scheduled and City approved Market Day event, one designated pavilion shall be reserved exclusively for use in connection with the Market Day event.
4. The City shall provide:
  - 4.1. Trash receptacles and regular trash service;
  - 4.2. Stocked restrooms before events; and
  - 4.3. Promotional assistance as defined in Section 8.4.
5. Operator shall ensure that the park is left in a clean and orderly condition following each event.
6. Operator shall comply with all City park rules, posted regulations, and staff instructions.

**Market Days Vehicle Access and Tear-Down Requirements**

To protect City Park facilities and ensure public safety, the following requirements apply to all Market Days vendors and participants:

**1. Vehicle Unloading**

- a. Vehicles may briefly access approved unloading areas, including designated grass areas near the gate, only for the purpose of unloading merchandise.
- b. After unloading is complete, vehicles must be promptly moved to designated parking areas.
- c. Once the event has commenced, vehicles shall remain stationary until the approved tear down period begins, unless otherwise authorized by the city or its designee for emergency or safety purposes.

**2. Restricted Areas**

- a. Vehicles are prohibited from entering or driving on the volleyball court at all times.
- b. This restriction applies during setup, event hours, and tear-down without exception.

**3. Gate Access**

- a. Park gates shall be opened and closed solely by authorized City or Market Days staff.

- b. Vendors are not authorized to operate gates under any circumstances.

**4. Vehicle Removal Deadline**

- a. All vehicles must be removed from the park no later than 2 hours after the event to allow for gate closure and park securing by staff.

Failure to comply with these requirements may result in removal from the event and/or loss of future participation privileges, as determined by the City or its designee.

VIII.

**Administration and Delegation**

- 1. The City may designate the “Market Days” event to the Municipal Development District Executive Director or “MDD” to administer, coordinate, monitor, and manage day-to-day compliance with this agreement on behalf of the city.
- 2. Any action, directive, or approval issued by the MDD Director within the scope of this Agreement shall be deemed an action of the City.
- 3. The City agrees to work collaboratively with Operator to help promote Market Days as a community event, subject to available staff resources and applicable policies.
- 4. Promotional assistance may include, but is not limited to:
  - 4.1. Inclusion of Market Days on the City’s official website and community calendar;
  - 4.2. Periodic promotion through City-managed social media platforms; and
  - 4.3. Coordination with Operator of Market days.
- 5. All promotional content using the City’s name, logo, or branding must be approved in advance by the City and MDD.

IX.

- 1. This Agreement may be terminated by either party with (30) days written notice.
- 2. This may immediately suspend or terminate this Agreement for:
  - 2.1. Public safety concerns;
  - 2.2. Failure to maintain required insurance;
  - 2.3. Nonpayment of fees; or
  - 2.4. Material violation of City park rules.

**La Vernia Market days:**

Owner: Jennifer Mora

Date: 02/25/2026

**La Vernia Municipal Development District**

By: \_\_\_\_\_  
La Vernia MDD Board President

**City of La Vernia**

By: \_\_\_\_\_  
City Administrator

**ATTEST:**

\_\_\_\_\_  
Madison Farrow, City Secretary  
City of La Vernia

Resolution 031226-03  
of the Governing Body of

**City of La Vernia**

Appointing Morgen Gore to Canyon Regional Water Authority  
As a member of the Board of Managers for a one-year term of office  
ADOPTED MARCH 12, 2026

RESOLVED, that the Governing Body of the **City of La Vernia** has appointed Morgen Gore to serve as their representative to the Board of Managers of Canyon Regional Water Authority.

RESOLVED. FURTHER, the above-named representative is authorized to represent, and act on behalf of, and in the best interest of the above-named entity in the process of maintaining and conducting business of the Canyon Regional Water Authority, and to cast its vote on all issues related to the Canyon Regional Water Authority.

\* \* \* \* \*

CERTIFICATE OF SECRETARY

I, Madison Farrow do hereby certify that I am the Secretary of the above-named entity and that the above and foregoing is a true, full, and correct copy of a resolution duly adopted by the Governing Body of the above-named entity at its meeting held on MARCH 12, 2026, and entered into the Minutes of the above-named entity, that the meeting was duly and regularly held in accordance with the Bylaws of and or laws governing the above-named entity; and that such resolution has not been rescinded or modified.

To certify which, witness my hand and seal of said above-named entity this day MARCH 12, 2026.

\_\_\_\_\_  
Secretary

SEAL

**Resolution No. 031226-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNIA TEXAS ADOPTING AN FLOOD RESPONSE AND EVACUATION PLAN**

**WHEREAS**, the City of La Vernia holds responsibility for the public safety of its residents; and,

**WHEREAS**, the City of La Vernia maintains equipment and personnel to protect the safety of persons present in the city limits.

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

**Part 1.** The action plan for flood response and evacuation as defined by terms and conditions established in **Exhibit A** is adopted.

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

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

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

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

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

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

**PASSED AND APPROVED this 12<sup>th</sup> day of March 2026.**

\_\_\_\_\_  
Martin Poore, Mayor

ATTEST:

\_\_\_\_\_  
Madison Farrow, City Secretary

**EXHIBIT A**



# FREP

## FLOOD RESPONSE & EVACUATION PLAN

La Vernia, Texas

Version 1.0 - 2026

*This Plan should be activated for an affected region of the City of La Vernia when a wet weather (rainfall) event results in the occurrence of a flood (creek spilling out of its banks and starting to cause damage) of any small to intermediate sized creek in the City of La Vernia or when an action stage is detected, either in the City or upstream in the Cibolo Creek.*

**PURPOSE**

Advanced warning of flood levels and associated impacted areas that are possible from an approaching storm greatly enhances the ability of individuals and communities to respond and protect themselves. The purpose of this FREP is to reduce the risk of loss of human life, injury, and damage to property during a flood event in the City of La Vernia.

**SCOPE**

The scope of the FREP is limited to the actions that the FREP Coordinators will need to make decisions and to accurately inform others of the likely extent of flooding. Although several tools and guidance are provided to assist in determining the likely extent and depth of flooding in each neighborhood, impassible roads, flood-safe routes, and type of actions needed for response and evacuations, the response and evacuation standard operating procedures (SOPs) for emergency managers and first responders (EOC, Police, Sheriff, Fire, EMS and LVISD) are not included in the FREP.

**SUMMARY OF FREP PROCESS**

There are four steps that must be followed anytime a flood event is detected in the City of La Vernia.

- Step 1: Event Detection and Level Determination
- Step 2: Notification and Communication
- Step 3: Expected Actions
- Step 4: Termination and Follow-up

A flood event is defined in Section 1.2.1 of this Flood Emergency Response Plan (FREP). Specific actions required for each step will depend on the severity of the situation as defined during Step 1. The actions required for each step are described in the corresponding FREP Section provided below.

**Step 1 - Event Detection and Level Determination**

During the initial step, a flood event is detected and classified by the FREP Coordinators into one of the following flood event levels:

- Alert Stage Flood Event
- Minor Stage Flood Event
- Moderate Stage Flood Event
- Major Stage Flood Event

Information to help the FREP Coordinators determine which of the above event levels is applicable is provided within this FREP. As part of this step, the FREP Coordinators will also determine the approximate expected extent and severity of the flood event so that it can be conveyed as part of the notification messages.

**Step 2 - Expected Actions**

After the initial notifications are made, the FREP Coordinators should execute an appropriate flood response. During this step of the FREP, there is a continuous process of taking actions, assessing the status of the situations, and keeping others informed through communication channels established during the initial notifications. The suggested actions to be taken for each Flood Event Level are provided in the attached Action Sheets. The FREP may go through multiple event levels as the situation either improves or worsens.

**Step 3 - Notification and Communication**

After the event level has been determined, notifications are made in accordance with EOC pre-scripted notifications and dispersed via copy paste to FREP designated notification portals.

**Step 4 - Termination and Follow-up**

Once the event has ended or been resolved, recovery, termination, and follow-up procedures should be followed as outlined in Section 4. FREP operations can only be terminated after completing operations under an Action Stage or Flood Stage (Minor Flood) Event.

**ANNUAL REVIEW AND TEST**

This FREP document will require an annual review and update, or after-action following initiation of the FREP to stay current. An annual test of the FREP procedures is required to ensure continued effectiveness. This test needs to be logged in Section 9 below.

**PRIVACY STATEMENT**

This FREP is intended to identify general responsibilities and procedures of the City of La Vernia during a flood event. It is designed as a source of reference for the FREP Coordinators, City leaders, and decision-makers and no reliance should be placed on it by others.

**PRE-REQUISITE TASKS**

To ensure the full functionality of the FREP, the following tasks will need to be completed once the FREP has been adopted.

A. Post the Flood Safe Route map, Inundation Map, and Flood Map on the City website and provide La Vernia Emergency Flood Information materials at all city buildings (fire station, police station, public works, and city hall). Conduct a test run to balance the time needed for each route to clean inlets and install "high water" sign and street closure barricades.

B. Confirm that the Floodplain Administrator (City Administrator) is provided with a City of La Vernia smart phone for after-hours notifications and communications.

**REVISIONS**

For revision procedures, reference Appendix D.

<b>Revision No.</b>	<b>Date</b>
1	03/12/2026

## SECTION 1

### EVENT DETECTION AND LEVEL DETERMINATION

This section of the Flood Response and Emergency Plan (FREP) describes the roles and responsibilities of various parties involved, provides a list of preparedness actions prior to a flood event, and provides details for the first step that must be followed whenever a flood event is detected in the City of La Vernia. This section also describes how an event is detected and provides information to assist the FREP Coordinators in determining the appropriate level for the event as it currently exists as well as the expected extent and severity of flooding.

#### 1.1 Roles, Responsibilities, and Authorities

The following defines the roles, responsibilities, and authorities of key individuals for the FREP. FREP Coordinators: The FREP Coordinators have the authority to take the necessary actions described in this FREP. The FREP Coordinators are responsible for providing initial, timely, and accurate notifications after the flood event level has been determined. The FREP Coordinators are also responsible for providing subsequent updates of the situation to assist in making timely and accurate decisions regarding warnings and evacuation of the affected public.

In the City of La Vernia there are 2 FREP Coordinators. Each Coordinator has specific roles and primary responsibilities as part of a flood event and follow-up.

**FREP Coordinator** (Highest ranking Police Officer in Charge on-duty) – Primarily responsible for leading the rescue and evacuation efforts during a flood event and making notifications listed in Section 2. Assumes the role of, or assigns someone to be, the Incident Commander of the flood event. Monitoring National Weather Service (NWS) and flood sensor gauge data during wet weather (prior to FREP being activated) and during a flood event once the FREP has been activated.

**Incident Commander:** (Mayor / Mayor Pro-Tem) The Incident Commander is responsible for all aspects of an emergency response. The Incident Commander sets priorities and defines the organization of the incident response teams and the overall incident action plan. The Incident Commander may, at their own discretion, assign individuals who may be from the same agency or from assisting agencies, to subordinate or specific positions for the duration of the emergency.

**EOC Director:** (EOC Director / Assistant EOC Director) The Emergency Communications Center personnel are responsible for providing a communication link between the FREP Coordinators, Incident Commander, City Street/County Highway crews and first responders. The City and EOC will be responsible for disseminating pre-scripted messages to the affected public. Also, providing notification to FREP Coordinator, Fire Department and Law Enforcement of flood warning system water level alerts (FWS).

**Public Safety Public Information Officer:** (City Secretary) The Public Safety Public Information Officer (PIO) is responsible for disseminating information to the media and affecting the public in the City of La Vernia.

**Shelter and Food:** La Vernia ISD and Grace Bible Church are the City of La Vernia's emergency source of shelter and food. EOC provides The Wilson County Show Barn as a county wide emergency evacuation site. The agreement is provided in the city's emergency plan and EOC.

**Transportation:** La Vernia ISD Buses are the city's source for emergency transportation. The agreement is provided in the city's emergency plan.

**Planning Department Floodplain Administrator:** The EOC is responsible for providing GIS data (flood depths and flood-safe routes) as needed, as part of the decision-making process and leading the post-flood damage assessment.

Once the flood event is terminated, the FREP Coordinators (EOC) are responsible for developing (within 7 days), an accurate summary document of the field observation and activities of the event. The Police Chief (acting as FREP Coordinator), in partnership with the Floodplain Administrator, is responsible for updating, conducting, and maintaining a record of the FREP annual review, periodic test, and revisions of this FREP.

## 1.2 Flood Preparedness and Readiness

Flooding is a common occurrence. Preparedness and readiness of the City's resources (staff, structures, and equipment) is essential to reduce flood losses and recovery efforts. During a flood event and at least two times per year, the FREP Coordinators will:

- A. Confirm adequate number of "High Water" signs and barricades are pre-deployed.
- B. Confirm Flood Safe Route map is posted.
- C. Review NWS flood forecast and notification products to ensure the most recent resources are being used (EOC).
- D. Confirm the contact information is current on the Flood Event Notification List (EOC).
- E. Conduct a test of radios, phones, and computers.
- F. Confirm all flood emergency equipment and gear is staged (Public Works – Josh) (Police Department – Goolsby).

## 1.3 Event Detection

The City of La Vernia correlates flood sensors (SARA) and National Water Prediction Services ([www.water.noaa.gov](http://www.water.noaa.gov)) monitoring along with the City's Flood Emergency Response Plan to detect flood events.

## 1.4 Event Level Determination

### 1.4.1 Flood Event

A flood event is defined as water levels adjacent to creeks, ditches, and other major waterways or in other low-lying areas that begin to impact life and/or property. Flood event levels are defined in Section 1.4.2.

### 1.4.2 Event Level Determination & EOC

The FREP Coordinators shall be responsible for categorizing flood events as one of the following event levels: Alert Stage Flood Event, Minor Flood Stage Event, Moderate Stage Flood Event, and Major Stage Flood Event. Flood event levels are based on La Vernia water level creek gauges, the triggering events in the guide stages found in this document, and flood forecast information provided by the NWS, and pairing of Flash Flood Guidance and Precipitation Forecast in the area.

## SECTION 2

### EXPECTED ACTIONS

#### 2.1 Action Data Sheets

After the FREP Coordinators have determined the event level and have made the appropriate notifications, the FREP Coordinators shall act, using the corresponding response guide for Alert Stage Flood Event, Minor Flood Stage Event, Moderate Stage Event, and Major Stage Event. If the resources described in the Action Data Sheets are not available, the FREP Coordinators should adapt with the available resources.

## SECTION 3

### NOTIFICATION AND COMMUNICATION

This section of the FREP describes the appropriate notifications that should be made and pre-scripted messages that should be conveyed after the FREP Coordinators have determined the flood event level. This section also outlines the communication systems that are available for making notifications as well as sample media releases and a list of media contacts.

#### 3.1 Communication Systems

All flood event communications are conducted via cell phones, mass notification system, and public safety radio system or among members of the Flood Event Team assembled in the La Vernia Command Center. The affected public will be notified using EOCs (IPAL) mass notification software, by social media (Facebook and City Applications). Pre-scripted messages are provided by EOC.

#### 3.2 Pre-scripted Messages

The pre-scripted messages may be used as a guide to communicate the status of an event. It is expected that this message will be abbreviated to 140 characters to be broadcasted using social media (Facebook and City Applications). Due to our size, it is most efficient to notify all available residents in and around the City of La Vernia.

The Flood Warning Siren will be sounded when creeks are expected to spill onto River Road, River View, River Lane, Prinz St, Newton St, Seguin St, Kimball St, Hackberry St, Watco Lane, Canfield St, Nicholson St, Dry Hollow Rd, King St, Kyle St, Forrest Drive, N/S Crew St, Hillcrest, Industrial Drive and \*Cibolo Lane. Again, the Flood Warning Siren is expected to sound when the water level from the creek reaches the level of the roads and/or before they reach homes as per EOC.

**When possible**, the Police and Fire Department will notify, by vehicle's Public Address system, knocking on doors and driving along the low-lying areas, River Road, River View, River Lane, Prinz St, Newton St, Seguin St, Kimball St, Hackberry St, Watco Lane, Canfield St, Nicholson St, Dry Hollow Rd, King St, Kyle St, Forrest Drive, N/S Crew St, Hillcrest, Industrial Drive and \*Cibolo Lane. A route will be provided in each patrol vehicle and in Dispatch (See 6.0 Notification Route Map)

***The following are the guides for response to the four different stages of flooding mentioned above:***

## SILVER Alert Stage Flood Event

### *Triggering Event*

- Observation that Alert Stage Flood level is forecasted
- Report of upstream creeks flowing
- Judgment of FREP Coordinator, Incident Commander and EOC based on National Water Prediction Services ([www.water.noaa.gov](http://www.water.noaa.gov)) data monitoring and Flood Sensors
- NWS watch notifications.

### *Expected Actions - Alert Stage Flood Event (Expected Time Delivery – 10 minutes)*

1. FREP Coordinator confirms flood-safe routes are clear.
2. Confirm Crews have installed “high water” signs and street barricades where needed – permanently placed.
3. Confidence test performed on Siren System
4. Monitor NWS radar and forecast information
5. Check and deploy “Flood Hazard” equipment as needed.
6. Report status with WCSO Dispatch
7. Prepare an event log based on [NIMS](#).
8. Send out pre-scripted EOC messages using social media, email and City applications.

### *Announcement for Action Stage Flood Event*

ALL ANNOUNCEMENTS WILL BE SENT OUT BY EOC. FOLLOWED BY COPY PASTE OF EOC ORIGINAL ANNOUNCEMENT TO MEDIA PLATFORMS TO KEEP UNIFORM INFORMATION RELAYED TO PUBLIC.

1. **TERMINATE EVENT** - Go to Termination and Follow up
2. **STAY ON EVENT** - Continue recommended actions above
3. **EVENT ESCALATES** - Go to Minor Stage Flood Event below

## Yellow Minor Stage Flood Event

### *Triggering Event*

- Automatic Water Alert notification from 1 or more flood sensors
- Drainage ditches are flowing full.
- Report of minor flooding in low-lying areas
- Judgment of FREP Coordinator, Incident Commander and EOC based on National Water Prediction Services ([www.water.noaa.gov](http://www.water.noaa.gov)) data monitoring and Flood Sensors

### *Expected Actions - Minor Stage Flood Event (Expected Time Delivery – 15 minutes)*

1. Ensure Silver Actions are completed.
2. Close roads; IF NECESSARY
3. Check and deploy “Flood Hazard” equipment as needed.
4. Send out pre-scripted EOC messages using social media, email and City applications.

### *Announcement for Minor Stage Flood Event*

ALL ANNOUNCEMENTS WILL BE SENT OUT BY EOC. FOLLOWED BY COPY PASTE OF EOC ORIGINAL ANNOUNCEMENT TO MEDIA PLATFORMS TO KEEP UNIFORM INFORMATION RELAYED TO PUBLIC.

1. **TERMINATE EVENT** - Go to Termination and Follow up
2. **EVENT REMAINS CURRENT** - Continue recommended actions
3. **EVENT ESCALATES** - Go to Moderate Stage Flood Event Guide
4. **DOWNGRADE** – Go to Alert Status Flood Response Guide

## Blue Moderate Stage Flood Event

### *Triggering Event*

- Witnessed voluntary self-evacuation of homes.
- Water level on roadways
- Judgment of FREP Coordinator, Incident Commander and EOC based on National Water Prediction Services ([www.water.noaa.gov](http://www.water.noaa.gov)) data monitoring and Flood Sensors

### *Expected Actions -Moderate Stage Flood Event (Expected Time Delivery – 10 minutes)*

1. Ensure Yellow Actions are completed.
2. Sound Flood **Watch** siren (1 Min / Delay 3 Min / 1 Min Again)
3. Place La Vernia Command Center staff on standby as needed.
4. Place shelters on standby
  - La Vernia ISD (225 Bluebonnet Rd)
  - Grace Bible Church (390 S FM-1346)
  - Wilson County Show Barn (435 State Highway 97 E) (830) 393-3100
5. Notify all road closures to the entities listed below.
  - LVISD
  - WCSO
6. Notify EOC & WCSO Dispatch of actions.
7. Send out pre-scripted messages using social media, email and City applications. Also include driving street route announcing over PA system pre-scripted message.

### *Announcement for Moderate Stage Flood Event*

ALL ANNOUNCEMENTS WILL BE SENT OUT BY EOC. FOLLOWED BY COPY PASTE OF EOC ORIGINAL ANNOUNCEMENT TO MEDIA PLATFORMS TO KEEP UNIFORM INFORMATION RELAYED TO PUBLIC.

1. **TERMINATE EVENT** - Go to Termination and Follow up.
2. **EVENT REMAINS CURRENT** - Continue recommended actions.
3. **EVENT ESCALATES** - Go to Major Stage Flood Guide
4. **DOWNGRADE** – Go to Minor Status Flood Response Guide

## Red

### Major Stage Flood Event

#### *Triggering Event*

- Water is at RED reflective Flood level indicator at any location.
- Report of major flooding in low-lying areas
- Homes are actively flooding.
- Judgment of FREP Coordinator, Incident Commander and EOC based on National Water Prediction Services ([www.water.noaa.gov](http://www.water.noaa.gov)) data monitoring and Flood Sensors

#### *Expected Actions - Major Stage Flood Event*

##### *(Expected Time Delivery – 10 minutes)*

Ensure Blue Actions are completed.

Sound Flood **Warning** siren (3 Min / Delay 3 Min / 3 Min Again)

**(REPEAT EVERY 15 Min)**

- Activate shelter plan based on need (LVISD)
- Request LVISD Transportation to stage.
- Drive through and announce pre-scripted evacuation messages in areas affected.
- Send out pre-scripted message using social media, email, City applications (if possible). Also include driving street route announcing over PA system pre-scripted message (Door to door if no siren).

#### *Announcement for Major Stage Flood Event*

ALL ANNOUNCEMENTS WILL BE SENT OUT BY EOC. FOLLOWED BY COPY PASTE OF EOC ORIGINAL ANNOUNCEMENT TO MEDIA PLATFORMS TO KEEP UNIFORM INFORMATION RELAYED TO PUBLIC.

1. **TERMINATE EVENT** - Go to Termination and Follow up.
2. **EVENT REMAINS CURRENT** - Continue recommended actions
3. **EVENT ESCALATES** - Go to Notification Flow Chart
4. **DOWNGRADE** – Go to Moderate Status Flood Response Guide

## Terminate Flood Event

### *Triggering Event*

- Water has receded.
- Weather radar/forecast is clear.
- Judgment of FREP Coordinator, Incident Commander and EOC based on National Water Prediction Services ([www.water.noaa.gov](http://www.water.noaa.gov)) data monitoring and Flood Sensors

### *Expected Actions - Terminate Flood Event (Expected Time Delivery – 15 minutes)*

1. FREP Coordinators terminated the flood event.
2. Make notifications and ensures the Public Safety PIO has notified the general and affected public that the flood event has been terminated and that possible flooding of structures and roads along creeks and in low-lying areas may have occurred and information about re-entry to evacuated areas (if applicable).
3. FREP Coordinators confirm flood-safe routes are clear.
4. Collect “high water” signs and street barricades.  
*EOC Director and FREP Coordinators establish next steps:*
5. If areas were evacuated, FREP Coordinators determine if re-entry into homes is possible and if so: confirms the Public Safety PIO has notified the affected public; confirms with EOC that shelters are closed, and all resources are stood down.
6. FREP Coordinator initiates damage assessment and request assistance
7. The Public Works Department evaluates affected bridges and culverts for visible damage and blockage and documents/photographs conditions as necessary.
8. If structures were flooded, the EOC will be requested to perform and evaluate damage to flooded structures.
9. Confirms the La Vernia Command Center is closed as appropriate.
10. Directs the restocking and repairing damaged “high water” signs and barricades.
11. Confirms all information, observations, and actions on the ICS Forms have been properly documented.
12. The EOC will be leading the damage assessment team (DAT).
13. The Police Department will provide security and credential verification for re-entry of residents.

### *Announcement for Termination of Flood Event*

ALL ANNOUNCEMENTS WILL BE SENT OUT BY EOC. FOLLOWED BY COPY PASTE OF EOC ORIGINAL ANNOUNCEMENT TO MEDIA PLATFORMS TO KEEP UNIFORM INFORMATION RELAYED TO PUBLIC.

## SECTION 4

### TERMINATION AND FOLLOW-UP

Once FREP operations have begun, the FREP operations must eventually be terminated, and follow-up procedures completed. The FREP Coordinators are responsible for terminating the flooding event, notifying, and initiating the recovery and debris removal process. The following actions for follow-up may vary depending on the flood event detected.

- a) FREP Coordinators terminate the flood event.
- b) Makes notifications and ensures the Public Safety PIO has notified the general and affected public that the flood event has been terminated and that possible flooding of structures and roads along creeks and in low-lying areas may have occurred and information about re-entry
- c) FREP Coordinators confirm flood-safe routes have been run by the Police or Fire Departments and routes are free of standing water. As standing water subsides, Crews have collected "high water" signs and street barricades from impassable roads and that storm inlets and travel lanes on these roads are now clear for use.
- d) If areas were evacuated, FREP Coordinators (Police, Fire and EMS Directors) determine if re-entry is possible and if so: confirms the Public Safety PIO has notified the affected public; confirms with Red Cross that shelters are closed, and all resources are stood down.
- e) FREP Coordinator initiates damage assessment and request assistance from the Red Cross:
- f) The Public Works Department evaluates affected bridges and culverts for visible damage and blockage and documents/photographs conditions as necessary.
- g) If structures were flooded, the EOC should be requested to perform and evaluate damage to flooded structures using the Post-Flood Damage Assessment Protocol.
- h) Confirms Public Works Crews collect and dispose of flood-related debris.
- i) Confirms the La Vernia Command Center is closed as appropriate.
- j) Directs the restocking and repairing damaged "high water" signs and barricades.
- k) Confirms all information, observations, and actions on the ICS Forms have been properly documented.
- l) The EOC will be leading the damage assessment team (DAT) and supported by the Fire, Public Works and Police Departments.
- m) The Police Department will provide security and credential verification for residents.

#### 4.1 Public Affairs Plan

In the event of a flood event, the EOC will be alerted and briefed on the situation and will deliver the scripted EOC messages for public release based on the existing conditions and information from the FREP Coordinators, or other sources. Targeted messages to the affected public will be sent using EOCs mass communication software.

## 6.0 Critical Facilities

### DEFINITION

Facilities that are vital to flood response activities or crucial to the health and safety of the public before, during, and after a flood, such as a hospital, emergency operations center, electric substation, police station, fire station, nursing home, school, vehicle and equipment storage facility, or shelter.

### IDENTIFIED CRITICAL FACILITIES

The City of La Vernia identified **only** the following Critical Facilities, and contact information within the Floodplain, which are identified as:

- City Hall – 102 FM-775. La Vernia TX 78121  
 Mayor – Martin Poore – (210) 860-7587  
 Mayor Pro Tem – Dianell Recker – (210) 279-1934  
 City Administrator – Lindsey Boyd -- (830) 391-1206  
 Assistant City Administrator – Xavier Millan -- (830) 259-5614  
 City Secretary – Madison Farrow – (830) 581-9349
- Police Department – 4061 County Road 342. La Vernia TX 78121  
 Chief of Police Donald Keil – (830) 581-9316  
 SGT Josh Johnson – (830) 581-9827  
  
 Sheriff – Jim Stewart – (830) 391-0626  
 Chief Deputy – Clint Garza – (830) 391-2618
- Fire Station District 1— US HWY 87 W. La Vernia TX 78121  
 Fire Chief Chris Thompson – (210) 748-6485  
 2<sup>nd</sup> in Command Bobby Blankenship – (210) 872-4779
- EMS WC Emergency Service Dist. 3 – 11984 US-87 La Vernia TX 78121  
 Chief Battalion ON DUTY CELL (830) 391-0386 (Levi Scriven / Paul Delagarza)  
 David Rice – (830) 391-3448
- Wilson County Emergency Management Center – 802 Tenth St. Floresville, TX 78114  
 EOC – Cindy Stafford – (830) 734- 6955  
 Assistant EOC – Kenny Miller – (210) 849-2653
- Wilson County Show Barn – 435 State Highway 97E Floresville TX  
 Contact -- (830) 393-3100 OR EOC
- Public Works Complex – 106 San Antonio St. La Vernia TX 78121  
 Public Works Director Josh Delazerda – (830) 251-9559

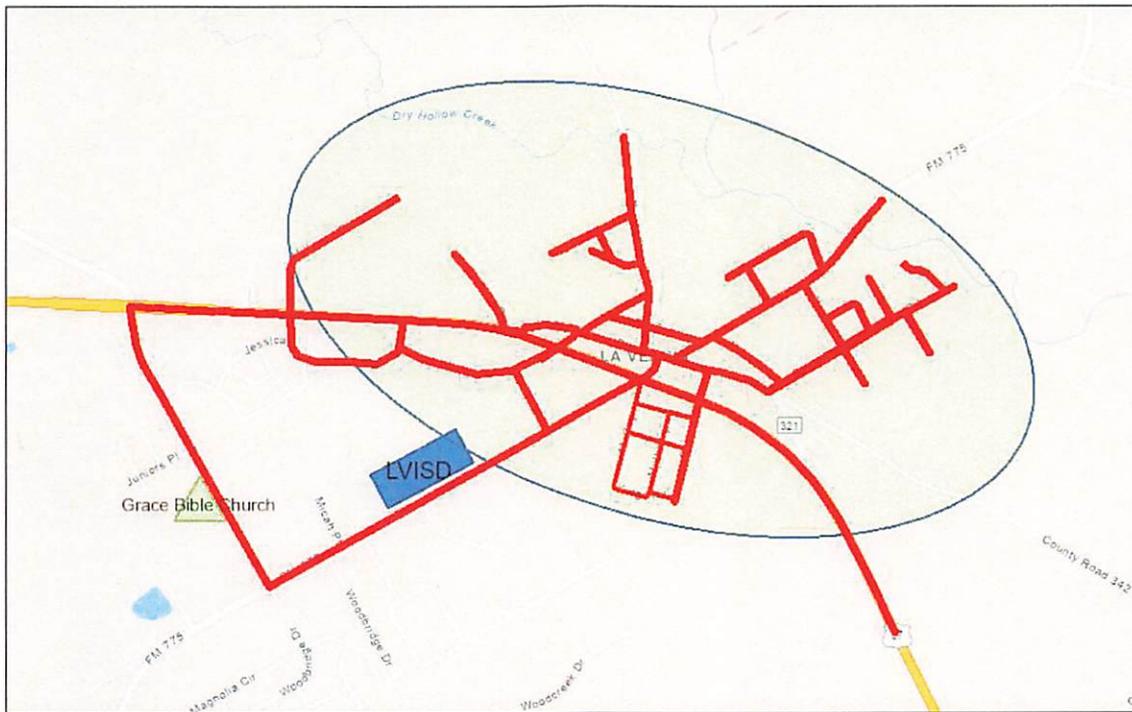
Public Works Assistant Tyler Helgeson – (830) 581-9662

- La Vernia ISD  
Safety Director – Howard Wilen – (210) 416-3677  
Transportation Department – (830) 779-6610

### 6.0 Flood Safe Route – Emergency Shelter

The flood safe route to La Vernia High ISD located off Bluebonnet Rd. (775) and Grace Bible Church off FM-1346 is identified below. It takes an estimated 5 minutes to verify that the route is clear and is confirmed open during the Silver Response stage.

Wilson CAD Web Map



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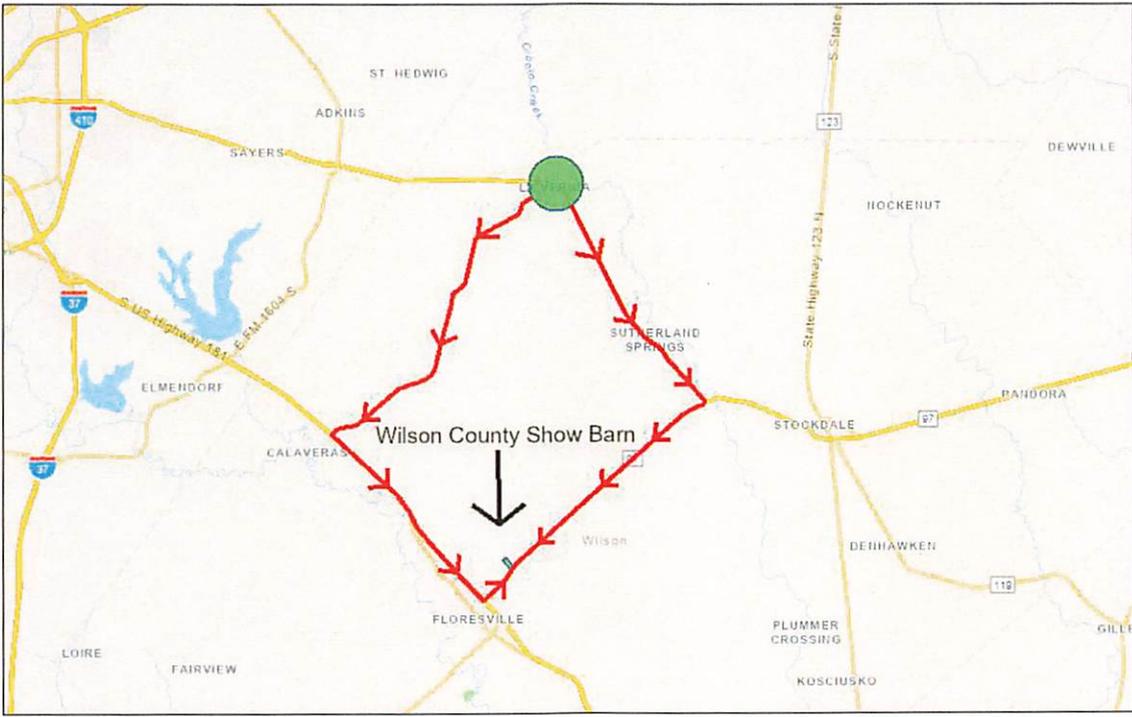
1:18,056  
0 0.13 0.25 0.5 mi  
0 0.2 0.4 0.8 km  
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community  
Wilson County Appraisal District, GIS Consulting, www.bloodcounting.com

Disclaimer: This product is for informational purposes only and has not been created for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

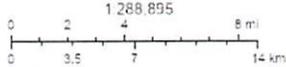
7.0 Flood Safe Route – Emergency Shelter

The flood safe route to Wilson County Show Barn located at 435 State Highway 97E Floresville, TX 78114 is identified below

Wilson CAD Web Map



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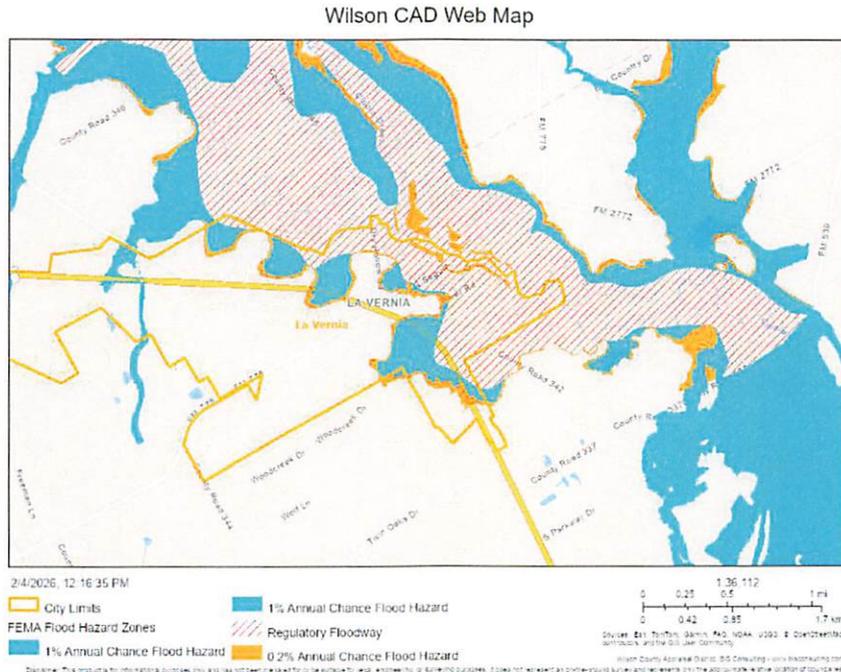


Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

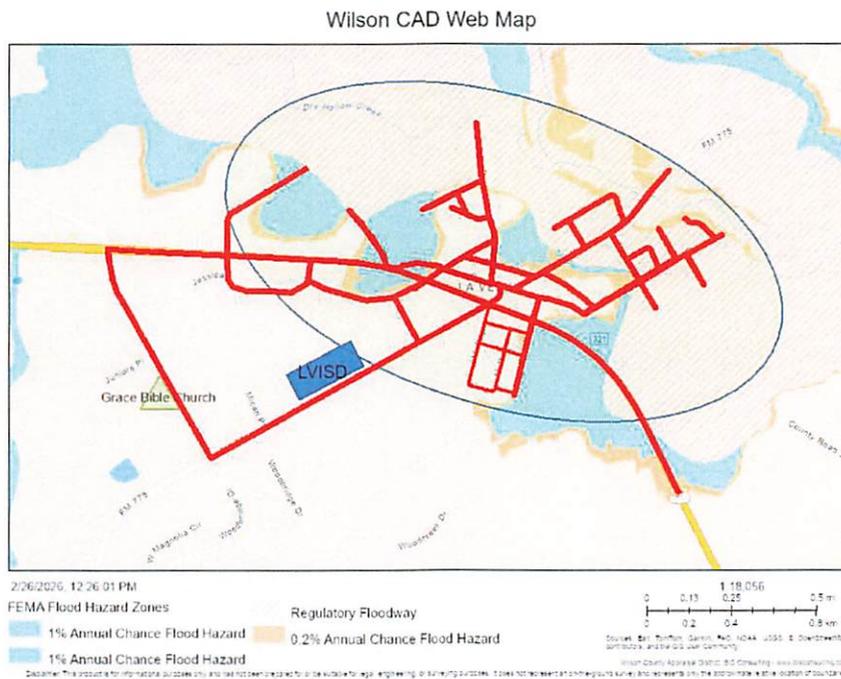
Disclaimer: This product is for informational purposes only and has not been prepared for or is suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

### 8.0 Flood Inundation Maps - Flood Inundation Map colors correspond with FREP Colors

## Full City Inundation



## Magnified Inundation



9.0 Annual Test Log

Date	Evaluator

**MEMORANDUM OF UNDERSTANDING**  
**EMERGENCY FACILITY USE AGREEMENT**

This Memorandum of Understanding (“Agreement”) for Emergency Services is entered into between **Grace Bible Church** (“Facility”) and **The City of La Vernia** (“City”), acting by and through its City Council, together referred to as “Parties.”

**RECITALS**

WHEREAS, the Parties desire to enter into a Memorandum of Understanding to give The City of La Vernia immediate access to Grace Bible Church (“Facility”) located at 390 S FM-1346 La Vernia, TX 78121 as an overflow emergency evacuation shelter and/or reunification site in the event of an emergency which requires The City of La Vernia to perform an evacuation or establish a location for reunification for The City and families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of our community.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**TERMS AND AGREEMENT**

**I. Purpose**

The Parties recognize their respective duties to help prepare, safeguard, and protect citizens and property from the effects of disasters or other emergencies through effective planning, preparation, response, and recovery activities.

In accordance with The City of La Vernia (Legal), the City is required to adopt an Emergency Operation Plan, which provides for employee training, school drills, coordination with local agencies, and a safety and security audit. Pursuant to this provision, the City has entered into this Agreement with Grace Bible Church, to provide for use of the Facility in an off-site evacuation and/or reunification site in the event of an emergency. This may include, but is not limited to, a natural disaster.

In order to prepare effectively for City emergencies, Grace Bible Church has agreed to allow the City immediate access to the Facility, at no cost to The City of La Vernia .

## **II. Principles of Cooperation**

So that communications resources of the City and Grace Bible Church may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, the City and Grace Bible Church have agreed that each Party will:

1. Encourage ongoing communication with the other Party to allow for effective cooperation.
2. Work with each other in developing emergency plans.
3. Work with each other in times of disaster or emergency to meet the needs of both Parties.
4. Work within each Party's own lines of authority and respect the lines of authority of the other Party. City supervision and control of personnel, equipment, and resources and personnel accountability remain the responsibility of the designated supervisory personnel of each Party.
5. Strive to distribute copies of and publicize this Agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
7. Acknowledge that each Party intends to make best efforts toward accommodations and necessities during an event requiring implementation of this Agreement (i.e., an emergency) but agree that such may not be the priority during such circumstances and cannot be assured.
9. The City of La Vernia shall be responsible for the replacement, restoration or repair of any damage to the Facility caused by The City or staff while they are housed in the Facility.

## **III. Implementation**

This Agreement becomes effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The initial term of this agreement is five (5) years

This memorandum may be amended by mutual written agreement of both Parties, and it is understood by both Parties that this Memorandum of Understanding may be terminated at any time by written notification from either Party to the other (but not during an emergency or incident requiring off-site evacuation to the Facility).

Six months prior to the expiration of the initial five (5) year term, unless earlier terminated as provided herein, the parties shall meet to review the progress and success of the Memorandum 3 of Understanding and determine whether it shall be extended for an additional five (5) years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding five (5) years.

#### **IV. Miscellaneous**

1. **Powers** - This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other.

2. **Limitation of Liability**- The Parties understand and agree that neither party shall have a cause of action against the other under this Agreement. The Parties' sole remedy for breach of any provision of this Agreement is termination.

3. **Responsibilities of Parties**- Each Party covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, during the course of an evacuation and use of the Facility pursuant to this Agreement.

4. **Entire Agreement** - This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

5. **No Waiver of Immunity** - Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

6. **Choice of Law & Venue** - This Agreement shall be governed by Texas law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Wilson County, Texas.

7. **Counterparts** - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City and on behalf of Grace Bible Church by authorized representatives of each Party.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF LA VERNIA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

Grace Bible Church

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**EMERGENCY FACILITY USE AGREEMENT**

This Memorandum of Understanding (“Agreement”) for Emergency Services is entered into between the **La Vernia Independent School District** (“District” or “LVISD”), acting by and through its Board of Trustees, and **The City of La Vernia** (“City”), acting by and through its City Council, together referred to as “Parties.”

**RECITALS**

WHEREAS, the Parties desire to enter into a Memorandum of Understanding to give The City of La Vernia immediate access to La Vernia ISD (“Facility”) located at 225 Bluebonnet Rd. La Vernia, TX 78121 as a emergency evacuation shelter and/or reunification site in the event of an emergency which requires The City of La Vernia to perform an evacuation or establish a location for reunification for The City and families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of our community.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**TERMS AND AGREEMENT**

**I. Purpose**

The Parties recognize their respective duties to help prepare, safeguard, and protect citizens and property from the effects of disasters or other emergencies through effective planning, preparation, response, and recovery activities.

In accordance with The City of La Vernia (Legal), the City is required to adopt an Emergency Operation Plan, which provides for employee training, school drills, coordination with local agencies, and a safety and security audit. Pursuant to this provision, the City has entered into this Agreement with LVISD, to provide for use of the Facility in an off-site evacuation and/or reunification site in the event of an emergency. This may include, but is not limited to, a natural disaster.

In order to prepare effectively for City emergencies, LVISD has agreed to allow the City immediate access to the Facility, including buses for evacuation efforts, at no cost to The City of La Vernia.

**II. Principles of Cooperation**

So that communications resources of the City and the District may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, the City and the District have agreed that each Party will:

1. Encourage ongoing communication with the other Party to allow for effective cooperation.
2. Work with each other in developing emergency plans.
3. Work with each other in times of disaster or emergency to meet the needs of both Parties.
4. Work within each Party’s own lines of authority and respect the lines of authority of the other Party. City supervision and control of personnel, equipment, and resources and personnel accountability remain the responsibility of the designated supervisory personnel of each Party.
5. Strive to distribute copies of and publicize this Agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
7. Acknowledge that each Party intends to make best efforts toward accommodations and necessities during an event requiring implementation of this Agreement (i.e., an emergency) but agree that such may not be the priority during such circumstances and cannot be assured.
9. The City of La Vernia shall be responsible for the replacement, restoration or repair of any damage to the Facility caused by The City or staff while they are housed in the Facility.

**III. Implementation**

This Agreement becomes effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The initial term of this agreement is five (5) years

This memorandum may be amended by mutual written agreement of both Parties, and it is understood by both Parties that this Memorandum of Understanding may be terminated at

any time by written notification from either Party to the other (but not during an emergency or incident requiring off-site evacuation to the Facility).

Six months prior to the expiration of the initial five (5) year term, unless earlier terminated as provided herein, the parties shall meet to review the progress and success of the Memorandum 3 of Understanding and determine whether it shall be extended for an additional five (5) years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding five (5) years.

#### **IV. Miscellaneous**

**1. Powers** - This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other.

**2. Limitation of Liability**- The Parties understand and agree that neither party shall have a cause of action against the other under this Agreement. The Parties' sole remedy for breach of any provision of this Agreement is termination.

**3. Responsibilities of Parties**- Each Party covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, during the course of an evacuation and use of the Facility pursuant to this Agreement.

**4. Entire Agreement** - This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

**5. No Waiver of Immunity** - Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

**6. Choice of Law & Venue** - This Agreement shall be governed by Texas law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Wilson County, Texas.

**7. Counterparts** - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City and on behalf of the District by authorized representatives of each Party.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF LA VERNIA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

LA VERNIA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. R031226-05**

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

**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 as well as the La Vernia police department will benefit from the agreement with LexisNexis as described in **Exhibit A**; and

**WHEREAS**, the City Council of La Vernia, Texas finds it to be in the best interest of the City to have this agreement with LexisNexis for online reporting as well as auto check service;

**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 LexisNexis for online reporting as well as auto check service.

**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 12th day of March 2026.

CITY OF LA VERNIA, TEXAS

\_\_\_\_\_  
Martin Poore, Mayor

ATTEST:

\_\_\_\_\_  
Madison Farrow, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit A**

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated \_\_\_\_\_, 2025 ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and La Vernia Police Department 4061 County Road 342 La Vernia Texas 78121 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
(b) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
(c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
(d) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
(e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
(f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
(g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
(h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
(i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

- 2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

**3. SUPPORT AND MAINTENANCE.**

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

**4. FEES.**

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

**4.1.1. Disputes.** In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

**4.2. Fees due to Agency.** Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

**4.2.1.** No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

**4.3. Fees retained by Provider.** Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

**4.4. Product Enhancements.** Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

**5. CONTRIBUTION/DISTRIBUTION.**

**5.1.** Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities (“**Authorized Requestors**”) and other authorized law enforcement entities (“**Agency Requestors**”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider’s Affiliates (defined in Section 15.1, “Affiliates” below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

**6. TERMS AND TERMINATION.**

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency’s written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

**7. RELEVANT LAWS.**

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver’s Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles (“**DMV Data**”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (“**DPPA**”), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

**8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.**

- 8.1. Definition. “**Confidential Information**” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency (“**FOIA**”), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

**9. PROVIDER AUDIT RIGHTS.**

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

**10. REPRESENTATIONS AND WARRANTIES.**

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

**11. LIMITATION OF WARRANTY.**

FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

**12. LIMITATION OF LIABILITY.**

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider’s gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

**13. FORCE MAJEURE.**

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

**14. NOTICES.**

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

**15. MISCELLANEOUS.**

- 15.1. Affiliates. For purposes of this Agreement, “**Affiliate**” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.
- 15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties’ respective successors and assigns.
- 15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.
- 15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider’s continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider’s consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

**15.9. Governing Law.** This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **La Vernia Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: William S. Madison

Title: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS**

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
  
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
  
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
  - (a) provide immediate written notice to:
    - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
    - (ii) via email to (security.investigations@lexisnexis.com); or
    - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
  - (b) promptly investigate the situation; and
  - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
  - (d) if required by law, or in Provider' discretion, Agency shall:
    - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
    - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
  - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
  - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

**Agreement for AutoCheck® Service**  
**(for Law Enforcement Agency Customers of LexisNexis® Coplogic Solutions Inc. only)**

Experian Information Solutions, Inc. ("Experian") and the Client designated herein ("Client"), hereby agree to the following:

**1. Services.** Experian agrees to sell the Experian AutoCheck® Vehicle History Report and AutoCheck Triggers ("Services") described in this Agreement for AutoCheck® Service ("Agreement") to the agency Client identified below. The AutoCheck Vehicle History Report Services provides information on vehicles compiled by vehicle identification number ("VIN"), which access vehicle title and registration records to identify vehicle specifications and title brands and lists odometer readings and potential odometer discrepancies where permitted by law or contract. The Services may be delivered via the Internet at [www.autocheckmembers.com](http://www.autocheckmembers.com) or via a link from the LexisNexis® Command Center portal ("LN Command Center"). The AutoCheck Triggers Service matches a Client provided vehicle identification number ("VIN") against the AutoCheck vehicle history database and flags VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to Client. Refer to Exhibit A for information on monitoring frequency, monitored element selection, and output elements.

**2. Term.** The term of this Agreement is one (1) year from the Effective Date of the Agreement ("Term") and shall renew automatically for additional, successive one (1) year periods (each a "Renewal Term"). Experian may terminate this Agreement (i) in the event of a material breach of this Agreement by Client; or (ii) if Client ceases to provide their accident data ("Client Accident Data") to LexisNexis® Coplogic™ Solutions Inc. ("LN"). In either event, termination will be effective immediately with automatic termination of any license rights.

**3. Fees.** There will be no charge for the Services under this Agreement provided that Client has a current executed agreement with LN.

**4. Data Use Restrictions.** The below restrictions apply to the Services provided under this Agreement:

- A. Client shall only use the AutoCheck Vehicle History Report Services for purposes of providing the Services solely to law enforcement personnel for agency Client's use in carrying out its functions.
- B. Client shall only use the AutoCheck Triggers data for assisting in police investigations that involve the vehicle in question.
- C. Client must not use the Services for any Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA. Client may use Services to evaluate collateral. Client may not use Services to evaluate consumers.
- D. Client shall not resell or license the Services to any third party.
- E. Client shall not represent that Experian warrants or otherwise certifies the quality of any vehicle, and Client will not use the Experian name, the AutoCheck name or this relationship to make such a representation.

**5. Internet Security.** AutoCheck Client must have a commercially reasonable Internet security system, which Experian may review and audit in its discretion.

**6. User Code.** Experian will provide Client with a proprietary nontransferable user code that the Client must use when requesting Services. Client shall keep such user code confidential and prevent unauthorized or fraudulent use. Any request for additional and/or reduction and/or termination of User Codes by Client will be made in writing and requests for additional User Codes may be subject to an additional fee.

**7. Compliance with Law and Industry Standards.** Experian shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Experian's performance and provision of the Services. Client shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Client's receipt and use of the Services.

**8. Intellectual Property Rights.** Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Experian's databases and any other intellectual property that are part of the Services are and will continue to be Experian's exclusive property. Nothing contained in this Agreement, Exhibit A - Sections I or Exhibit B shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with the Services.

**9. Indemnity.** Client shall indemnify, defend and hold Experian harmless from and against any and all liabilities, damages, claims and expenses including attorney fees incurred by Experian arising out of any claims brought against Experian relating to the use of the Services by Client, including but not limited to any negligent acts or omissions, willful misconduct, misrepresentation, or breach of the Agreement by Client and relating in any way to Client's receipt or use of the Services.

**10. Warranties and Limitation on Liability.** Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Experian by other sources, Experian cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. Experian will not be liable to Client or to any of Client's customers for any loss or injury arising out of or caused by Experian's acts or omissions in providing the Services. If, however, liability is imposed upon Experian for any reason whatsoever, then that liability shall be limited to the Fees paid by the Client for the Services in the six months preceding the claim upon which the liability is based. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER OR NOT FORESEEABLE AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

**11. Waiver.** Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

12. **Audit.** Experian will have the right to audit Client's and any of its agent's use of the Services to assure compliance with the terms of this Agreement. AutoCheck Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

13. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by AutoCheck Client without Experian's prior written consent.

14. **Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

15. **Choice of Law.** This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Delaware. Any dispute under this Agreement shall be brought in the federal or state courts in Delaware.

16. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian shall be sent to AutoCheck Customer Operations, 955 American Lane, Schaumburg, IL 60173 or emailed to [customersupport@experian.com](mailto:customersupport@experian.com). Notices sent to the AutoCheck Client shall be addressed to the address designated in Exhibit A.

17. **Amendments.** This Agreement may only be amended in writing signed by authorized representatives of both parties.

18. **Survival.** The provisions of Sections 3, 4, 7, 8, 9, 10, 11, and 15 in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

19. **Complete Agreement.** This Agreement sets forth the entire understanding of Client and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating.

**BY SIGNING BELOW, YOU ARE INDICATING (I) YOU HAVE READ AND YOU UNDERSTAND, ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (II) YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.**

**CLIENT:**

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**EXPERIAN INFORMATION SOLUTIONS, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Exhibit A – AutoCheck Triggers Program Details**

**CLIENT INPUT**

Client will use the LN Command Center to select/deselect VINs which it would like monitored. LN will provide that list of VINs to Experian for monitoring on no less than a daily basis

**EXPERIAN PROCESS**

The elements that will be monitored are shown in Exhibit C. Experian will match the input VINs to the Experian AutoCheck vehicle history database and flag VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to and made available for viewing in the LN Command Center on a daily basis. The output elements are shown in Exhibit D. Process details are below:

VIN File Monitoring

- 1) Experian to create Client ID which will be provided to LN and matched to client's Command Center ID
- 2) Client to select VINs to be monitored in the LN Command Center. LN will provide the selected VINs to Experian on a daily basis
- 3) An initial baseline file is created based upon the monitoring elements (Exhibit C) and posted to Command Center for client retrieval
- 4) VINs are scanned for event changes
- 5) If a change has occurred since the previous reporting period a Trigger flag will appear
- 6) Experian uploads a file to LN which will contain information on VINs with change in monitored elements
- 7) LN will send an email notification to Client advising that a file has been posted for retrieval.
- 8) Each VIN/triggered element combination will appear as a separate row in the Command Center

**MONITORING FREQUENCY SELECTION**

Daily

**EXPERIAN OUTPUT**

Output elements in (Exhibit C) will be provided in the output file results.

Each activity associated with a VIN will be output as a separate row.

**EXHIBIT B: \* MONITORING ELEMENT SELECTIONS (ACTIVITY TYPE)**

- Abandoned
- Accident Data (includes Airbag Deployed & Severe Accidents)
- Airbag Deployed
- Commercial Use
- Crash Test Vehicle
- Dealer Plates
- Detrimental Auction Announcement
- Driver Education
- Failed Emission Inspection
- Failed Safety Inspection
- Fire Damage
- Fleet
- Fleet/Lease
- Fleet/Rental
- Fleet/Taxi
- Frame Damage
- Government Use
- Grey Market
- Hail Damage
- Insurance Loss
- Junk
- Lemon/Manufacturer Buyback
- Livery Use
- Major Damage Incident
- Manufacturer Announcement
- Mileage Reading
- Motor Change
- Non Assured\*\*
- Non Detrimental Auction Announcement
- Odometer Problem
- Police Use
- Prior Rental
- Prior Taxi
- Rebuilt/Rebuildable
- Recycled
- Rental
- Repossessed
- Salvage (includes Salvage Auction & Salvage Reported)
- Salvage Auction
- Salvage Reported
- Severe Accident
- Taxi Use
- Theft
- Theft Recovered
- Title Damage
- Title
- Registration
- Water Damage
- All Available Elements

\* The title brands listed above are subject to availability by the state data source

\*\* Non Assured includes Crash Test Vehicle, Detrimental Auction Announcement, Fire Damage, Frame Damage, Grey Market, Hail Damage, Insurance Loss, Junk, Lemon/Manufacturer Buyback, Major Damage Incident, Manufacturer Announcement, Rebuilt/Rebuildable, Recycled, Salvage, Salvage Auction, Salvage Reported, Title Damage, Water Damage and Rollback [Note: there is an upcharge for the Non-Assured monitored element]

**EXHIBIT C: OUTPUT ELEMENT SELECTION**

- VIN (required output selection)
- Assured/Buyback Flag
- Activity Code
- Activity Type
- Activity Date
- City
- State
- Data source
- Rollback (Non Assured must be selected as a Monitoring Element to receive this output option)
- Last odometer reading (Mileage Reading must be selected as a Monitoring Element to receive this output option)
- Last odometer date (Mileage Reading must be selected as a Monitoring Element to receive this output option)
- Estimated current mileage (Mileage Reading must be selected as a Monitoring Element to receive this output option)
- Case Number (if applicable) (Accident Data, Airbag Deployed or Severe Accidents must be selected as a Monitoring Element to receive this output option)

**AUTOCHECK EXHIBIT A FOR LAW ENFORCEMENT**

**SECTION I – AGENCY CONTACT INFORMATION**

Agency Name:
Agency ORI number:
Address:
City/State/Zip:
Primary User's First & Last Name:
Primary User's Telephone:
Primary User's Email Address:

**SECTION II – ADDITIONAL AUTHORIZED USERS**

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

**RESOLUTION NO. R031226-06**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH THOMAS H. CALLAWAY AND WIFE, MARIBEL CALLAWAY AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENT AND PROVIDING AN EFFECTIVE DATE.**

**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 Thomas H. Callaway and wife, Maribel Callaway as described in **Exhibit A**; and

**WHEREAS**, the City of La Vernia and Lessor have negotiated a amended and restated Groundwater Lease (the “Lease”) providing the City with the right to withdraw, produce, and use groundwater; 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 Thomas H. Callaway and wife, Maribel Callaway for well site and groundwater rights;

**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 Thomas H. Callaway and wife, Maribel Callaway for well site and groundwater rights.

**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 12th day of March 2026.**

CITY OF LA VERNIA, TEXAS

\_\_\_\_\_  
Martin Poore, Mayor

ATTEST:

\_\_\_\_\_  
Madison Farrow, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit A**

**AMENDED AND RESTATED GROUNDWATER LEASE**

THIS AMENDED AND RESTATED GROUNDWATER LEASE (“Lease”) is made and entered into as of \_\_\_\_\_, 2026 (the “Effective Date”), by and between **Thomas H. Callaway and wife, Maribel Callaway** (“Lessor”) and the **City of La Vernia**, a general law municipality (“Lessee”). Lessor and Lessee may be referred to herein, individually as a “Party” and collectively as the “Parties.”

This Groundwater Lease amends and restates in its entirety that certain Contract Regarding Groundwater by and between the Parties, dated October 28, 2010, (the “Original Groundwater Agreement”) by and between Lessor and Lessee. The Original Groundwater Agreement is recorded as Document No. 57587 in the Official Public Records of Wilson County, Texas.

**1. DEFINITIONS**

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

“**assignment**” is defined in Section 8.1 of this Lease.

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

“**District**” means the Evergreen Underground Water Conservation District, and any successor to such agency.

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

“**Existing Water Facilities**” is defined in Section 11.1 of this Lease.

“**Existing Well Site**” means the lands described on **Exhibit B** attached hereto and made a part hereof.

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

“**Lease Payments**” is defined in Section 4.1(b) of this Lease.

“**Leased Premises**” is defined in Section 2.1 of this Lease.

“**Pay Period**” is defined in Section 4.1(a) of this Lease.

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

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

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

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

**2.1 Granting Clause.** Lessor, in consideration of Ten and 0/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged, and in consideration of the Lease Payments, and the other covenants, agreements and obligations of Lessee herein contained, and upon the conditions and with the limitations hereinafter set forth and contained, hereby grants, leases, and lets unto the said Lessee for the duration of the Lease Lessor’s Groundwater together with the right to use the surface of those certain tracts of land located in Wilson County, Texas, more particularly described on **Exhibit A-1 through Exhibit A-3** attached hereto and made a part hereof for all purposes (the “Leased Premises”) for the following purposes: (a) subject to the reservations set forth in Section 2.4(a), below, exclusive rights in exploring, investigating, conducting geologic, hydrogeologic and geophysical surveys and tests, drilling, operating for, producing, withdrawing, and capturing the Groundwater; (b) rights to construct, maintain, own, operate, repair and replace Wells, pipelines and buried electric lines, and incidental facilities and equipment as may be necessary to produce, treat, store, and transport the Groundwater; (c) non-exclusive rights of access for ingress and egress over the Leased Premises to the extent reasonably necessary to conduct the foregoing activities on the Leased Premises; and (d) rights to submit application(s) for and complete the administrative process necessary for Lessee to obtain the necessary permit(s) to drill for, develop, produce, withdrawal, and capture the Groundwater from beneath the Leased Premises. Lessor also hereby grants, leases, and lets unto said Lessee all of Lessor’s Groundwater beneath the surface of that certain 13.00 acres of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas, more particularly described by metes and bounds in Document No. 2021-109179 of the Official Public Records of Wilson County, Texas.

**2.2 Well Site.** The Parties acknowledge that Lessee previously purchased the Existing Well Site from Lessor. Upon Lessee’s written request, Lessor agrees to sell a fee simple interest in a future Well Site or Well Sites, with such conveyance including all of Lessor’s interest in the Groundwater beneath the Well Site, in exchange for Five Thousand and No/100 Dollars (\$5,000.00) to be paid by Lessee to Lessor. Lessee has the right to clear any and all brush or other

foliage, including trees from the Well Sites, and the areas around the Well Sites along the routes for ingress and egress, pipeline routes and utility access routes, as may be reasonably necessary for Lessee’s development of the Groundwater. Lessee may also clear brush, foliage and trees in connection with the construction of roads, pipelines, and/or utilities authorized under the terms of this Lease. Lessee may either remove any such cleared materials or mulch or shred such vegetative material and spread it evenly over the cleared site.

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

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

(a) **Concurrent Groundwater Rights.** Lessor reserves the right to produce Groundwater from existing Well drilled on the Leased Premises by Lessor for exempt domestic and livestock purposes as defined by the rules of the District (“District Rules”) or Chapter 36 of the Texas Water Code (“Chapter 36”). Unless otherwise stated herein, Lessor and Lessor’s heirs, successors, and assigns shall not drill additional Well(s) on the Leased Premises. Lessor may replace Lessor’s existing exempt domestic and livestock Well, as defined by the District Rules or Chapter 36, that is located on the Leased Premises without first obtaining Lessee’s written consent. Lessee shall have the right, after providing 24-hours’ written notices to Lessor, to enter the Leased Premises and inspect and/or test Lessor’s existing Well to confirm Lessor’s existing Well meets all requirements for the domestic and livestock exemption pursuant to the District Rules or Chapter 36. Should the District or Lessee determine Lessor’s existing Well is not an exempt domestic and livestock Well, Lessor shall have thirty (30) days after receiving written notice from the District or Lessee (“Remedy Period”) to bring the existing Well into compliance with the domestic and livestock exemption requirements of the District Rules or Chapter 36. Lessor is prohibited from leasing or selling Groundwater produced from the Leased Premises to third parties, or from contracting in any manner to allow third parties to use Groundwater from the Leased Premises. Lessee shall not authorize or permit any Well to be drilled, registered, or permitted on any surface estate acreage included in this Lease without the agreement of Lessor.

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

**3. TERM**

Subject to the other provisions contained herein, this Lease shall continue in full force and effect so long as Groundwater is being produced in Commercial Quantities. Notwithstanding the foregoing in this Section 3, this Lease shall continue in full force and effect when production in Commercial Quantities is not possible due to (i) drought conditions, (ii) a lawful order limiting or

curtailing production issued by a court of competent jurisdiction or governmental entity with jurisdiction over the production of groundwater, (iii) Lessee is in the process of obtaining or renewing necessary governmental approval or authority, including without limitation any license or permit, authorizing Groundwater production, or (iv) Lessee is in the process of repairing, redrilling or deepening a well for the purpose of continuing groundwater production. Lessee must exercise reasonably due diligence when repairing, redrilling or deepening a well.

#### **4. LEASE PAYMENTS**

##### **4.1 Lease Payments.**

(a) The Lease Payments will be made on a semi-annual basis. The semi-annual Lease Payments will be made within thirty (30) days following March 31st and September 30th of each year (each a “Pay Period”).

(b) The Lease Payment for each Pay Period will be established at the beginning of the Pay Period and will be calculated based on the price per acre-foot charged at that time by the Guadalupe-Blanco River Authority for water it releases from Canyon Lake for delivery to its long term down-stream water supply contract holders multiplied by a factor of 83.30% (0.833) (“Lease Payment”). For example, if the Guadalupe-Blanco River Authority charges One Hundred Five and 0/100 Dollars (\$105.00) per acre-foot for water released from Canyon Lake, the Lease Payment will be calculated as follows:  $105 \times 0.833 = \$87.46$  per acre-foot.

##### **4.2 Minimum Lease Payment.**

(a) Lessee shall pay Lessor on a take-or-pay basis (a payment made whether or not Lessee takes or uses Groundwater) for 100 acre-feet for each of the semi-annual pay periods (“Minimum Payment”). As an example: if during the first semi-annual Pay Period Lessee produces less than 100 acre-feet of Groundwater from the Leased Premises, Lessee shall pay Lessor for 100 acre-feet of Groundwater on the take-or-pay basis.

(b) Lessee shall produce at least forty percent (40%) of the total Groundwater used for its public water supply (the “Supply Minimum”) from the Leased Premises. If Lessee fails to produce the Supply Minimum from the Leased Premises during a Pay Period, Lessee shall pay to Lessor the greater of: (i) the amount that would be paid had Lessee produced the Supply Minimum (“Supply Minimum Payment”) or (ii) the Minimum Payment. Notwithstanding the foregoing of this Section 4.2(b), Lessee shall not be responsible for paying for the Supply Minimum Payment if producing the Supply Minimum is not possible due to (i) a lawful order limiting or curtailing production issued by a court of competent jurisdiction or governmental entity with jurisdiction over the production of groundwater or (ii) Lessee is in the process of repairing, redrilling or deepening a well for the purpose of continuing groundwater production. Lessee must exercise reasonably due diligence when repairing, redrilling, or deepening a well. Additionally, Lessee shall not be responsible for paying the Supply Minimum Payment if Lessee’s demand for Groundwater increases such that the Supply Minimum exceeds the amount of Groundwater Lessee is authorized to produce pursuant to a

permit issued by the District.

**4.3 Measurement.** Lessee shall accurately meter and measure all Groundwater removed from the Leased Premises. Upon Lessor’s written request, Lessee agrees to furnish Lessor copies of any and all water analyses, gauge reports, meter tests, and any other information reasonably requested by Lessor associated with the measurement, testing, sampling, or other analysis of Groundwater production from the Leased Premises within thirty (30) days from Lessee’s receipt of Lessor’s written request.

**4.4 Default, Cure, and Termination.** In the event for any reason Lessee fails to timely pay Lessor a Lease Payment due hereunder, Lessor may deliver written notice of default to Lessee. Lessee will have a period of thirty (30) days from receipt of such notice within which to cure such default by tendering payment to Lessor of all Lease Payments then due. In the event for any reason Lessee fails to cure the Lease Payment default in the manner provided for herein within such thirty (30) day period, Lessor may terminate this Lease by filing an affidavit of termination in the Official Public Records of Wilson County, Texas.

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

**4.6 Lessee’s Reporting Requirements.** Lessee shall furnish Lessor with monthly production reports detailing the volume of Groundwater produced from Lessee’s Existing Well Site (the “Monthly Report”). The Monthly Report shall be delivered to Lessor no later than fifteen (15) business days following the end of each calendar month. Additionally, Lessee shall provide Lessor with an annual report detailing the total volume of water used to supply Lessee’s public water system for the preceding year (the “Annual Report”). The Annual Report shall be submitted to Lessor by March 1st of each year.

**5. TERMINATION**

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

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

**6. TAXES, FEES AND OTHER ASSESSMENTS**

Lessee shall pay when due any user fees, well registration fees, or other like fees when due to applicable governmental authority having jurisdiction, including any District fees and assessments for its interest in the Groundwater. Lessor will remain responsible for payment of ad

valorem and similar taxes assessed against Lessor’s interest in the Leased Premises. Lessee shall have the right, but not the obligation, to initiate and prosecute any administrative proceedings relating to the Groundwater rights leased herein, including, but not limited to, (i) contesting any fees assessed to or levied upon the Leased Premises pursuant to Groundwater withdrawal rights, or (ii) protesting, defending or preserving the rights to withdraw Groundwater.

**7. COMPLIANCE WITH LAWS**

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

**8. ASSIGNMENT**

**8.1 Assignment.** The rights hereby granted to Lessee under this Lease shall be assignable by Lessee to any third party provided Lessor has given written consent to the binding assignment. Any assignee of Lessee shall, by acceptance of such assignment, be bound by all terms and provisions hereof. The term “assignment”, as used herein, shall include, without limitation, any sublease, farmout, operating agreement, assignment, or any other agreement by which any share of the operating rights granted by this Lease are assigned or conveyed, or agreed to be assigned or conveyed, to any other party.

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

**9. GROUNDWATER CONSERVATION DISTRICT**

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

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

**9.3 Permits.** Prior to drilling any non-exempt Well(s) or producing any groundwater for a non-exempt purpose, pursuant to this Agreement, Lessee agrees to obtain any and all permits and authorizations required by the District, and to pay all fees, payments and expenses associated with such permits and authorizations. Lessor agrees to cooperate with Lessee in its applications

for, and hearings relating to, any governmental approval or authority necessary to acquire any and all permits and authorizations required to produce the Groundwater from the Leased Premises. Lessee shall furnish Lessor with a copy of any permit application and such application's supporting documents pertaining to the Leased Premises prior to submitting such application to the District. Lessor shall have ten (10) days from receipt of the application to provide comments to Lessee. Lessee shall consider any comments provided by Lessor in good faith before finalizing and submitting the application to the District. Notwithstanding the foregoing of this Section 9.3, Lessee shall have the sole discretion to determine the Leased Premises that will be subject to a permit application in order to maximize the amount of Groundwater production authorized by the permit. Lessee shall not seek a production permit with EUWCD per Rule 7.5 Aggregation of Withdrawal unless agreed in writing by Lessor. In the event that any necessary governmental approval or authority, including without limitation any license or permit, cannot be procured by Lessee after reasonable efforts, Lessee in its sole and absolute discretion, may terminate this Lease.

**10. SANITARY CONTROL EASEMENT**

Lessor does hereby grant unto Lessee the right to designate sanitary control easements around each Well drilled and operated by Lessee in its development of the Groundwater. Each sanitary control easement shall consist of a tract in the form of a circle having a radius of one hundred fifty feet (150') surrounding and centered on each completed Well located within the Well Site. Any sanitary control easement will contain then applicable restrictions on use as set out by TCEQ at the time of the request. Upon request by Lessee, Lessor agrees to execute a separate instrument entitled "Sanitary Control Easement" with content required by TCEQ. The Parties further agree that (i) the Sanitary Control Easement may extend beyond the perimeter of the Well Site where the Well is located and (ii) the Sanitary Control Easements may be enlarged from time-to-time if required to comply with any applicable law, rule or regulation of any governmental authority with jurisdiction over Lessee's development of the Groundwater. Lessor and Lessee have previously agreed to an easement per this Section with their "Extension of Contract Regarding Groundwater Between the City of La Vernia and Thomas H. Callaway and Wife, Maribel Callaway" entered on the 15<sup>th</sup> day of May 2015.

**11. PROTECTION OF SURFACE**

**11.1 Existing Water Facilities.** As of the effective date of this Lease, the following facilities and equipment are presently located on the Existing Well Site (collectively the "Existing Water Facilities"): (i) one (1) active Well located on the Existing Well Site and (ii) various surface and subsurface facilities and equipment used in the production, treating and/or storage of Groundwater. While this Lease remains in effect, Lessee will be exclusively responsible for maintaining and operating the Existing Water Facilities, together with all additional water facilities that may be constructed or brought onto the Leased Premises, including without limitation any additional water wells that may be drilled and completed thereon.

**11.2 Notice of Operations.** Prior to commencing drilling operations for any new Well on the Leased Premises, Lessee shall notify Lessor of such operations. Such notice will be given at least fourteen (14) days prior to entry onto the Leased Premises for purposes of such drilling operations. Lessee agrees to cooperate and consult with Lessor in all its operations on the surface

estate of the Leased Premises so that Lessee's operations will interfere as little as possible with the use of the surface and to avoid any adverse impacts to the ongoing or future surface developments by Lessor or its assigns. Further, Lessee shall consult with Lessor, or Lessor's representative prior to designating the locations of drill sites, flowlines, and other lease facilities to be placed at any locations other than the Existing Well Site, taking into consideration Lessor's use of the surface in designating such locations. In addition, Lessee will use its best efforts, consistent with current practices and available drilling technologies, to locate drill sites in accordance with a plan that will minimize the amount of surface acreage that must be used and occupied by Lessee in its drilling on and development of the Leased Premises.

**11.3 Care in Operations.** Lessee shall at all times use reasonable care in all of Lessee's operations on the Leased Premises, to prevent injury or damage to grass, crops, wildlife, livestock, buildings, or other property thereon, or to existing water wells or tanks located thereon. Lessee understands that the protection of wildlife on the Leased Premises is of paramount importance to Lessor, and Lessee shall take reasonable measures and precautions in order to ensure the protection of wildlife and cattle that could be adversely affected by Lessee's operations.

**11.4 Roads.** Lessee agrees that it will use routes mutually agreeable to Lessor for entering upon, traveling across, and exiting the Leased Premises, unless Lessor consents to the use and/or construction of any additional roads on the Leased Premises. Lessee must obtain Lessor's prior written consent to the location of any new roads to be constructed on the Leased Premises, which consent will not be unreasonably withheld. Should Lessor not agree with Lessee's proposed placement of additional roads, Lessor shall propose an alternate approach. Lessee agrees to maintain all roads used by Lessee in Lessee's operations on the Leased Premises in good condition and repair during the period of Lessee's operations on the Leased Premises.

**11.5 Restoration of Surface; Fencing and Maintenance of Equipment.** Within a reasonable time after cessation of any drilling, reworking, or production operation on the Leased Premises conducted by Lessee after the effective date, not to exceed six (6) months, Lessee shall remove all debris and all of Lessee's equipment and material not reasonably necessary for existing production, and restore the surface of the earth as nearly as reasonably practicable to the same condition as it was before the commencement of such operations. A fence surrounds Lessor's Well as of the Effective Date, and Lessee has the obligation to maintain such fencing during the term of this Lease.

**11.6 Wells.** All or any portion of the Existing Water Facilities, together with any additional Well(s) drilled by Lessee and/or other water facilities placed by Lessee on the Leased Premises shall remain the property of Lessee upon the termination of this Lease, except for any and all components of the Well that are beneath the surface and otherwise not retrievable for salvage, re-use, or repurposing, which will become the property of Lessor upon the time the Well Site reverts to Lessor per the warranty deed filed with Wilson County . This includes any pipelines installed per Section 11.8.

**11.7 Plugging.** Unless otherwise agreed to in writing by the Parties, within a reasonable time after cessation of any drilling or reworking operations on a Well that will not be put into use,

not to exceed ninety (90) days, Lessee shall properly plug the Well in compliance with applicable laws, rules and regulations.

**11.8 Pipelines/Flowlines.** Lessor grants Lessee the right to construct underground water transportation pipelines, as reasonably necessary to transport water from the well(s) to a location outside of the Leased Premises. Unless otherwise agreed to by Lessor, all pipelines constructed by Lessee on the Leased Premises shall be buried below ordinary plow depths on actively cultivated lands. Lessee agrees to coordinate proposed pipeline locations and burial depths with Lessor prior to initiating construction. Lessor shall not unreasonably deny or delay responding to Lessee’s request to construct any such pipelines.

**12. Lessor’s Unauthorized Drilling or Production of Groundwater.** If Lessor or Lessor’s heirs, successors, or assigns drill or operate any Well(s) on the Leased Premises other than Lessor’s existing domestic and livestock Well, Lessee shall have the right to exercise any or all of the following remedies:

(a) **Immediate Injunctive Relief.** Lessee may seek immediate injunctive relief from a court of competent jurisdiction to halt drilling operations and prevent further unauthorized production of Groundwater from the Leased Premises.

(b) **Monetary Damages.** Lessee shall be entitled to recover from Lessor any and all damages incurred as a result of the unauthorized drilling and production, including but not limited to, the value of the Groundwater extracted, costs of litigation, and any diminution in value of the Leased Premises.

(c) **Termination of Lease.** In the event that Lessor fails to cease the unauthorized drilling activities and remedy any violations within thirty (30) days following receipt of written notice from Lessee, Lessee may elect to terminate this Lease by providing written notice to Lessor, effective immediately upon delivery.

(d) **Reimbursement of Legal Costs.** Lessee shall be entitled to full reimbursement of all reasonable attorneys’ fees, court costs, and other legal expenses incurred in enforcing its rights under this Lease in response to Lessor’s unauthorized drilling activities.

These remedies are cumulative and not exclusive, and the exercise of any one remedy shall not preclude the exercise of any other remedy available to Lessee under this Lease or applicable law.

**13. MISCELLANEOUS**

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

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

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

Any notice mailed to Lessor shall be addressed:

Thomas H. Callaway  
P.O. Box 954  
La Vernia, Texas 78121

Any such notice mailed to Lessee shall be addressed:

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

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

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

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

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

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

**13.8 Notice of Default.** Except as otherwise provided herein, in the event of Default by

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

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

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

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

**13.12 Entire Agreement.** This writing, together with the exhibits hereto, represents the entire understanding and agreement between Lessor and Lessee regarding the subject matter hereof and all prior communications between such parties regarding such subject matter are superseded by this Lease. This Lease may only be amended by a subsequent writing executed by both Lessor and Lessee.

[Signatures on following page]

**LESSOR:**

\_\_\_\_\_  
**Thomas H. Callaway**

\_\_\_\_\_  
**Maribel Callaway**

**LESSEE:**

**City of La Vernia**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A-1**

**BEING** 217.44 acres of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas and being a part of the same land described in conveyances to Earl C. Davis and Martha A. Davis in deeds being of record in Volume 406, Page 327 and Volume 750, Page 333 of the Deed Records of Wilson County, Texas, said 217.44 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" found iron rod in the easterly right-of-way of County Road No. 342 for the southwest corner of the James L. Marshall, et ux land as described in Volume 734, Page 389 of the Deed Records of Wilson County, Texas and the northwest corner of the parent tract and of this tract;

**THENCE:** North 61-00-00 East (the record bearing for this survey per the deed), a distance of 2819.97 feet, with the southern line of said Marshall land and of the Carolyn Nelson Gauthier land as described in Volume 640, Page 777 of the Deed Records of Wilson County Texas and generally with a fence, to a found 1/2" iron rod for an angle point;

**THENCE:** North 61-09-08 East, with the southerly line of said Gauthier land and of the Sue B. O'Hern land as described in Volume 552, Page 41 of the Deed Records of Wilson County Texas, passing a Live Oak Tree at 3088.46 feet, in all a distance of 3231.48 feet to a point on the westerly bank of the Cibolo Creek for the southeast corner of said O'Hern land and the northeast corner of the parent tract and of this tract;

**THENCE:** with the meanders of the Cibolo Creek as follows:

- South 05-48-27 West, a distance of 95.07 feet
- South 22-36-05 West, a distance of 247.67 feet
- South 05-36-31 West, a distance of 106.57 feet
- South 01-44-04 West, a distance of 120.10 feet
- South 03-25-54 East, a distance of 127.20 feet
- South 73-16-30 West, a distance of 43.40 feet
- South 48-36-58 West, a distance of 101.78 feet
- South 87-27-10 West, a distance of 77.67 feet
- South 79-09-46 West, a distance of 142.07 feet
- North 87-37-08 West, a distance of 129.61 feet
- North 68-16-27 West, a distance of 154.71 feet
- North 88-22-51 West, a distance of 49.99 feet
- South 46-27-52 West, a distance of 128.08 feet
- South 35-38-15 West, a distance of 190.76 feet
- South 06-33-19 West, a distance of 394.06 feet
- South 34-02-42 East, a distance of 103.18 feet
- South 19-46-55 East, a distance of 65.96 feet
- South 10-57-20 West, a distance of 147.85 feet
- South 15-59-01 West, a distance of 82.84 feet
- South 34-42-16 West, a distance of 100.56 feet
- South 60-25-43 West, a distance of 86.28 feet
- North 58-26-47 West, a distance of 102.33 feet
- North 49-17-23 West, a distance of 129.24 feet
- North 45-19-01 West, a distance of 52.39 feet
- North 52-02-32 West, a distance of 125.87 feet
- North 72-54-51 West, a distance of 56.70 feet
- North 40-54-01 West, a distance of 62.37 feet
- North 57-52-02 West, a distance of 135.09 feet
- South 64-00-59 West, a distance of 171.07 feet
- South 25-39-09 West, a distance of 17.85 feet
- South 08-02-13 East, a distance of 403.00 feet
- South 11-53-07 East, a distance of 156.39 feet
- South 42-10-41 East, a distance of 110.29 feet

South 34-06-40 East, a distance of 70.86 feet  
 South 16-45-27 East, a distance of 48.78 feet  
 South 03-47-05 East, a distance of 117.16 feet  
 South 52-07-23 East, a distance of 212.06 feet  
 South 59-55-15 East, a distance of 88.98 feet  
 South 53-43-40 East, a distance of 125.38 feet  
 South 47-19-03 East, a distance of 106.19 feet  
 South 31-56-22 East, a distance of 116.30 feet  
 South 13-08-10 East, a distance of 100.91 feet  
 South 07-32-31 East, a distance of 34.71 feet  
 South 24-44-17 West, a distance of 60.56 feet  
 South 53-38-18 West, a distance of 48.64 feet  
 South 87-21-10 West, a distance of 72.72 feet  
 South 54-54-49 West, a distance of 448.83 feet  
 South 52-36-39 West, a distance of 163.54 feet  
 South 37-48-54 West, a distance of 124.26 feet  
 South 15-11-51 West, a distance of 75.84 feet  
 South 01-05-53 West, a distance of 47.02 feet to a point for the northeast corner of the Louis Reddoch, et al land as described in Volume 773, Page 32 of the Deed Records of Wilson County, Texas and the southeast corner of the parent tract and of this tract;

**THENCE:** South 66-49-17 West, a distance of 2835.11 feet, with the northerly line of said Reddoch land and generally with a fence, to a corner post for the lower southwest corner of this tract;

**THENCE:** North 10-12-19 West, a distance of 60.73 feet, into the parent tract and generally with a fence, to a corner post for an angle point;

**THENCE:** North 22-26-51 East, a distance of 53.78 feet, into the parent tract and generally with a fence, to a corner post for an angle point;

**THENCE:** North 38-50-35 West, a distance of 69.98 feet, into the parent tract and generally with a fence, to a corner post for an angle point;

**THENCE:** North 57-51-42 East, a distance of 34.55 feet, into the parent tract and generally with a fence, to a corner post for an angle point;

**THENCE:** North 21-34-32 West, a distance of 54.22 feet, into the parent tract and generally with a fence, to a corner post for an interior corner of this tract;

**THENCE:** South 71-29-29 West, a distance of 393.99 feet to a corner post in the aforementioned easterly right-of-way of County Road No. 342 for the upper southwest corner of this tract;

**THENCE:** North 16-39-29 West, a distance of 1294.47 feet, with said right-of-way, to a found 1/2" iron rod for an angle point;

**THENCE:** North 13-25-01 West, a distance of 484.11 feet to the POINT OF BEGINNING and containing 217.44 acres of land, more or less, in Wilson County, Texas.

**SAVE AND EXCEPT:**

1. THE SURFACE ESTATE ONLY 16.00 acres of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas, more particularly described by metes and bounds in Document No. 2022-123306 of the Official Public Records of Wilson County, Texas.

2. 1.00 acre of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas, more particularly described by metes and bounds in Document No. 2016-56101 of the Official Public Records of Wilson County, Texas.
3. THE SURFACE ESTATE ONLY of 13.00 acres of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas, more particularly described by metes and bounds in Document No. 2021-109179 of the Official Public Records of Wilson County, Texas.
4. 2.00 acres of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas, more particularly described by metes and bounds in Document No. 2021-109179 of the Official Public Records of Wilson County, Texas.
5. THE SURFACE ESTATE ONLY 26.99 acres of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas, more particularly described by metes and bounds in Document No. 2024-140039 of the Official Public Records of Wilson County, Texas.
6. 11.00 acres of land out of the J. M. Balmaseda Survey No. 9, Abstract No. 2, Wilson County, Texas, more particularly described by metes and bounds in Document No. 2023-132735 of the Official Public Records of Wilson County, Texas.

**EXHIBIT A-2**

All those certain tracts or parcels of land lying and being situated in the Jose Maria Balmaseda Survey, Abstract 2 of Wilson County, Texas, containing, in the aggregate, 8.51 acres, said tracts of land being taken out of those tracts of land described in two separate deeds to Eugene Alfred Lenz and Martha J. Lenz, the first being from Kenneth Ray Nelzon dated January 23, 1989, recorded as Vol. 714, Page 641 of the Deed Records of Wilson County, Texas, and the second being from Steven Alan Nelson dated January 23, 1989, recorded at Vol. 714, Page 650 of the Deed Records of Wilson County, Texas, said two tracts of land being more particularly described by metes and bounds as follows:

7.56 Acre Tract

BEING 7.56 acres of land out of the Jose Maria Balmaseda Survey, Abstract 2 of Wilson County, Texas, and being a part of portion of the Eugene Alfred Lenz, et ux, lands described in Volume 714, Page 641 and Volume 714, page 650 of the Deed Records of Wilson County, Texas, and being more particularly described as follows:

BEGINNING at a set 1/2” rebar with cap for the southwest corner of this tract; northwest corner of the Marilyn Nelson Shaw land described in Volume 640, Page 780, Wilson County Deed Records, on the west line of the Carolyn Nelson Gauthier land (formerly railroad right-of-way) described in Volume 749, Page 251, Wilson County Deed Records.

THENCE North 29° 55’ 46” West, with the common line of the Gauthier land and of this tract, 140.79 feet to a set 1/2” rebar cap for the northwest corner of this tract and a southwest corner of the Carolyn Gauthier land described in Volume 651, page 831, Wilson County Deed Records.

THENCE North 60° 28’ 18” East, with the common line of this tract and the last said Carolyn Gauthier land, 2358.00 feet to a set 1/2” rebar with cap for a common corner of the southwest line of the Sue B. O’Hern land described in Volume 552, Page 41, Wilson County Deed Records.

THENCE North 29° 38’ 25” East, with the common line of the O’Hern land and of this tract, 138.60 feet to a set 1/2 inch rebar for the northeast corner of the Carolyn Nelson Gauthier land as escribed in Volume 640, Page 777, Wilson County Deed Records, and the southeast corner of this tract.

THENCE South 60° 25’ 07” West, (the record bearing for this survey per the deed), with the common line of said Gauthier land and of the aforementioned Shaw land a distance of 2357.28 feet to the POINT OF BEGINNING containing 7.56 acres of land.

2.5 Acre Tract

All that certain 2.51 acres of land out of the Jose Maria Balmaseda Grant, Survey No. 9, Abstract No. 2, Wilson County, Texas, and being a part or portion of the Eugene Alfred Lenz, et ux, lands described in Volume 714, Page 641 and Volume 714, page 650 of the Deed Records of Wilson County, Texas, and being more particularly described as follows:

BEGINNING at a set 1/2" rebar with cap in the southwest line of the Carolyn Nelson Gauthier land (formally the railroad right-of-way) described in Volume 749, Page 251, Wilson County Deed Records, for the northeast corner of the Marilyn Nelson Saw land described in Volume 736, Page 269, Wilson County Deed Records, and the southeast corner of this tract.

THENCE South 60° 28' 16" West, with the common line of said Shaw land, a distance of 788.86 feet to a set 1/2" rebar with cap for the southeast corner of this tract.

THENCE North 29° 55' 46" West, into the parent tract, a distance of 138.51 feet to a set 1/2" rebar with cap in the southeast line of the Carolyn Gauthier land described in Volume 651, page 831, Wilson County Deed Records, for the northwest corner of this tract.

THENCE North 60° 28' 18" East, with the common line of the Gauthier land and of this tract, a distance of 788.86 feet to a set 1/2" rebar with cap in the aforementioned southwest line of the Gauthier land (formally the railroad right-of-way) for the southeast corner of said Gauthier land and the northeast corner of this tract.

THENCE South 29° 55' 46" East, with the common line of this tract and of the former railroad land, a distance of 138.50 feet to the POINT OF BEGINNING containing 2.51 acres of land.

**EXHIBIT A-3**

All those certain tracts or parcels of land containing, in the aggregate, 7.11 acres, more or less, out of the J. M. Balmaseda Survey, Abstract No. 2 of Wilson County, Texas said tracts or parcels of land being more particularly described as follows:

6.48 Acre Tract

All that certain 6.48 acres of land out of the Jose Maria Balmaseda Survey, Abstract 2, Wilson County, Texas, and being a part or portion of the land described in a conveyance to Carolyn Nelson Gauthier of record in Volume 640, Page 777, and Volume 629, Page 304, Deed Records of Wilson County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a found steel pin at the south corner of the Sue B. O’Hern land described in Volume 552, Page 41, Wilson County Deed Records; the east corner of this tract on the northwest line of the Thomas Callaway land described in Volume 985, Page 161, Wilson County Official Public Records.

THENCE: South 60° 34’ 29” West, with the common line of the Callaway land and of this tract, distance of 2029.20 feet to a set 1/2 inch rebar for the south corner of the Marilyn Nelson Shaw land described in Volume 640, Page 780, Wilson County Deed Records.

THENCE: North 31° 01’ 40” West, with the common line of the Shaw land and of this tract, distance of 136.22 feet a set 1/2 inch rebar for a common corner on the southeast line of the Eugene A. Lenz, et ux, land described in Volume 714, Page 641, and Volume 714, Page 650, Wilson County Deed Records.

THENCE: North 60° 25’ 07” East, (record bearing per the deed) with the common line of the Lenz land and of this tract, distance of 2032.48 feet to a set 1/2 inch rebar for a common corner of the southwest line of the aforementioned Sue B. O’Hern land.

THENCE: South 29° 38’ 25” East, with the common line of the O’Hern land and of this tract, distance of 141.70 feet to the POINT OF BEGINNING , containing 6.48 acres of land.

0.63 Acre Tract

All that certain 0.63 acres of land out of the Jose Maria Balmaseda Survey, Abstract 2, Wilson County, Texas, and being a part or portion of the land described in a conveyance to Carolyn Nelson Gauthier of record in Volume 749, Page 251, Wilson County Deed Records, and being more particularly described as follows:

BEGINNING at a found steel pin for the east corner of this tract; south corner of the Marilyn Nelson Shaw land described in Volume 640, Page 780, Wilson County Deed Records, on the northwest line of the Thomas Callaway land described in Volume 985, Page 161, Wilson County Official Public Records.

THENCE South 60° 57' 20" West, with the common line of the Callaway and Gauthier lands, distance of 100.29 feet to a found pin for the south corner of this tract and east corner of the Marilyn Nelson Shaw land described in Volume 736, Page 269, Wilson County Deed Records.

THENCE North 29° 55' 46" West, with the southwest line of this tract; northeast line of the Shaw land and the Eugene A. Lenz, et ux, land described in Volume 714, Page 641; Volume 714, Page 650, Wilson County Deed Records, total distance of 275.23 feet to a set 1/2 inch rebar for a common corner of the Lenz land and of this tract.

THENCE North 60° 28' 21" East, across the Carolyn Nelson Gauthier land described in Volume 749, Page 251, Wilson County Deed Records, distance of 100.28 feet to a set 1/2 inch rebar for the north corner of this tract and west corner of the aforementioned Eugene A. Lenz land.

THENCE North 29° 55' 46" East, with the northeast line of this tract; west line of the Lenz land and the Marilyn Nelson Shaw land described in Volume 640, Page 780, Wilson County Deed Records, total distance of 276.07 to the POINT OF BEGINNING, containing 0.63 acres of land.

**EXHIBIT B**

**Description of Existing Well Site**

All that certain 1.000 acre of land, more or less, out of the J. M. Balmaseda Survey No. 9, Abstract 2, Wilson County, Texas, and also being out of a 217.44 acre tract described in Volume 985, Page 161 of the Official Records of Wilson County, Texas, said 1.000 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the existing east R.O.W. line of County Road 342 for the northwest corner of this tract and the corner of a 15.000 acre tract described in Volume 1190, Page 881 of the Official Records of Wilson County, Texas, said point also being S 13° 50' 57" E, 483.49 feet and S 17° 11' 49" E, 80.94 feet from a fence corner post found for the northwest corner of the above referenced 217.44 acre tract;

THENCE, N 79° 25' 20" E, 209.40 feet along the common line with said 15.000 acre tract to an iron rod set in same for the northeast corner of this tract;

THENCE, S 17° 11' 49" E, 209.41 feet to an iron rod set for the southeast corner of this tract;

THENCE S 79° 25' 20" W, 209.40 feet to an iron rod set in the existing R.O.W. line of County Road 342 for the southwest corner of this tract;

THENCE, N 17° 11' 49" W, (Ref. Brg.) 209.41 feet along said east R.O.W. line to the POINT OF BEGINNING and containing 1.000 acre of land, more or less.

**EXHIBIT C**

**Form Memorandum of Amended and Restated Groundwater Lease**

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

**MEMORANDUM OF AMENDED AND RESTATED GROUNDWATER LEASE**

This Memorandum of Amended and Restated Groundwater Lease (the “Memorandum”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between **Thomas H Callaway and wife, Maribel Callaway** (“Lessor”), whose address is P.O. Box 954, La Vernia, Texas 78121 and the **City of La Vernia**, a general law municipality (“Lessee”), whose address is 102 E. Chihuahua St., La Vernia, Texas 78121.

**RECITALS**

WHEREAS, Lessor and Lessee entered into that certain Amended and Restated Groundwater Lease, dated \_\_\_\_\_, 2026 (the “Lease”) regarding that certain \_\_\_\_ acres of land located in Wilson County, Texas, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (“Property”); and

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

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

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

- (i) Rights of ingress and egress;
- (ii) Location, construction, maintenance, and operation, and spacing of wells, and related facilities, including pipelines, pumps, and storage tanks; and
- (iii) Lessor’s limited use of groundwater and prohibition against drilling groundwater wells after the Effective Date.

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

**AGREEMENT**

1. This Memorandum shall be filed of record in the Official Public Records of Wilson County, Texas;

2. The provisions of the Lease are covenants running with the land;
3. Copies of the Lease may be obtained from the Parties.
4. This Memorandum does not alter, amend, or modify the terms of the Lease, but is executed solely for the purpose of giving notice of the existence of the Lease and the general nature of the terms and conditions therein, which Lease is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

Executed to be effective as of the Effective Date.

[Signatures of following pages]

**LESSOR:**

\_\_\_\_\_  
**Thomas H. Callaway**

\_\_\_\_\_  
**Maribel Callaway**

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Thomas H. Callaway.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SEAL]

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Maribel Callaway.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SEAL]

**LESSEE:**

**City of La Vernia**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, acting in the capacity of \_\_\_\_\_ of the City of La Vernia, on behalf of the City.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

**Description of the Property**