



City of La Vernia
CITY COUNCIL MEETING
102 E. Chihuahua St., La Vernia, Texas 78121
November 13, 2025
6:30 PM

AGENDA

1. Call to Order

2. Invocation & Pledge of Allegiance

3. Citizens to Be Heard

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

4. Consent Agenda

(All consent agenda items are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- A. Minutes from the 10/09/2025 City Council Meeting
- B. Minutes from the 11/05/2025 City Council Workshop
- C. Financials for the month of September

5. Public Hearing

- A. The La Vernia City Council will host a public hearing to discuss and consider action on Ordinance No. 111325-01, a re-zone application for the property described as **376 DRY HOLLOW RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 163A, ACRES 4.34**, requesting to change from the current zoning R-A Residential Agriculture to R-2 General Residence 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. 111325-01, a re-zone application for the property described

as **376 DRY HOLLOW RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 163A, ACRES 4.34**, requesting to change from the current zoning R-A Residential Agriculture to R-2 General Residence District.

- B.** Public Hearing to receive public comments regarding the replat (Final) of 15010 US HWY 87 W LA VERNIA, TX 78121, CITY OF LA VERNIA, LOT 101B, ACRES 45.75, out of the City of La Vernia subdivision plat and establishing the plat of The Heights At La Vernia Subdivision, a proposed development

A.1 Open Public Hearing

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A.5 Close Public Hearing

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6. Discussion/Action

- A.** Discuss and consider action regarding the park restroom renovation estimates

7. Discussion Only

- A.** Monthly meter replacement report (Dept of Public Works)

8. Resolutions

- A.** Discuss and consider action on Resolution No. R111325-01 regarding renewing the animal control contract with Wilson County No Kill Animal Shelter
- B.** Discuss and consider action on Resolution No. R111325-02 regarding approving a Chief of Police employment agreement
- C.** Discuss and Consider action on Resolution No R111325-03 a nomination to the Wilson County Appraisal District Board of Directors

- D.** Discuss and consider action on Resolution No. R111325-04 regarding the water service agreement between the City of La Vernia and SS water
- E.** Discuss and consider action on Resolution No. R111325-05 regarding a land dedication and impact fee agreement
- F.** Discuss and consider action on Resolution No. R111325-06 regarding extending the agreement with Wells Fargo for banking services

9. Items Specific to Future Line Items on the Agenda

10. Adjourn

DECORUM REQUIRED

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

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

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

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards of the City Hall of said La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **November 07, 2025 at 5:30 PM** and remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

Madison Farrow, City Secretary



CITY COUNCIL MEETING

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

October 09, 2025

6:30 PM

MINUTES

1. Call to Order

The meeting was called to order at 6:36 PM

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

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.)

Anna Nunez from U.S Small Business Administration spoke about natural disaster loan offered by SBA, states she will email Council and Administration.

4. Consent Agenda

(All consent agenda items are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

A. Minutes from the 09/11/2025 City Council Meeting

B. 3rd quarter 2025 Investment Report (July, Aug, Sept)

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

5. Presentations

A. Presentation introducing staff to City Council

Public Works Director Josh De La Zerda introduced his staff Zach, Frank, Marco, Tyler, as well as his parks staff Danny, and Tristan.

Chief Keil introduced new PD Admin Assistant Kasey.

Felicia introduced Community Engagement Coordinator Madeline.

Xavier introduced clerks Maria, Isabel, and Brie.

6. Proclamations

A. Proclamation for Domestic Violence Awareness Month

Mayor Poore read Proclamation for Domestic Violence Awareness Month, Bobbie Jo from Thriving Hearts Crisis Center was present to receive.

- B. Recognizing and Honoring the La Vernia Veterans Memorial Board
Mayor Poore read Proclamation for Recognizing and Honoring the La Vernia Veterans Memorial Board, Susan Richter, Walter Scull, and Elaine Stephens from the La Vernia Veterans Memorial Board were present to receive.

7. Public Hearing

- A. Public hearing regarding AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING

A.1 Open Public Hearing

A.2 Requestor presentation

A.3 Staff presentation

A.4 Receive Public Comments

A.5 Close Public Hearing

A.6 Discuss and consider action on Ordinance No. 100925-01

AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING

A.1 Open Public Hearing

The Public hearing was opened at 6:58PM

A.2 Requestor presentation

There was no requester presentation

A.3 Staff presentation

Assistant City Administrator Xavier Millan states this was passed by the legislative and we need to pass in order to become compliant, he spoke on the grey area in the amendment that the Planning and Zoning Commission mentioned. We will review and come back with an amendment.

A.4 Receive Public Comments

There were no public comments.

A.5 Close Public Hearing

The Public Hearing was closed @6:51PM

A.6 Discuss and consider action on Ordinance No. 100925-01 AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING

Motion made by Recker, seconded by Evans to approve Ordinance No. 100925-01 AMENDING LA VERNIA CODE OF ORDINANCES CHAPTER 38 ZONING, all in favor.

8. Discussion/Action

- A. Discuss and consider action on the FY 2026 Holiday schedule

Same as last years Holiday Schedule

Motion made by Recker, seconded by Gilbert to approve the FY 2026 Holiday schedule, all in favor.

- B. Discuss and consider action on surplusing items from the Police Department
Chief Keil spoke on surplusing items from the Police Department, he would like to split the profits 1/2 1/2 with Public Works.
Motion made by Recker, seconded by Rabel to approve surplusing items from the Police Department, and split the profits 1/2 1/2 with Public Works, all in favor.
- C. Discuss and consider action on the Nueces River Authority Desalination Project
Public Works Director Josh De La Zerda spoke on the Nueces River Authority Desalination Project. The water line from Corpus Christi to supply emergency back up water to northern counties, the reservation fee will cost 2 installments of \$6,844.18.
Motion made by Gilbert to approve \$13,688.36 for the Nueces River Authority Desalination Project, seconded by Recker, all in favor.
- D. Discuss and consider action on accepting the bid and possible award for the US Hwy 87 12" water line project
City engineer Morgen from southwest engineers spoke on the US Hwy 87 12" water line project.
This will relocate the waterline from FM 1346 to HWY 87, Pruski Hauling had the lowest bid. The cost of this will come from impact fees when they come in.
Motion made by Gilbert to accept and reward the bid for the full amount of \$359,243 to Pruski Hauling, seconded by Recker, all in favor.
- E. Discuss and consider action on the Boondockers
Assistant City Administrator Xavier Millan spoke on Planning and Zonings recommendation, they discussed a possible rezone.
No action was taken, Council is not in favor.

9. Ordinances

- A. Discuss and consider action on Ordinance No. 100925-02 Amending La Vernia code of Ordinances chapter 16 regarding mobile food vendors
Assistant City Administrator Xavier Millan spoke on the new law, we have to pass in order to become in compliance.
Council wants us to have inspects of all food trucks, they want us to speak to our Attorneys about zoning, then have a workshop with planning and zoning.
Motion made by Gilbert to approve Ordinance No. 100925-02 Amending La Vernia code of Ordinances chapter 16 regarding mobile food vendors to be in compliance, but strongly opposed, seconded by Recker, all in favor.
- B. Discuss and consider action on Ordinance No. 100925-03 Fee Schedule amendment regarding trash and recycling fees

This will be a 2.66% increase as our trash and recycling provider Waste Connections went up by 2.66%, a notice will be going out on the next water bills.
Motion made by Gilbert, seconded by Rabel to approve Ordinance No. 100925-03 Fee Schedule amendment regarding trash and recycling fees, all in favor.

10. Resolutions

- A. Discuss and consider action on Resolution No. R100925-01 authorizing the Mayor to execute a Consulting Agreement for services to support the Interim City Administrator during the transition period

Mayor Poore discusses and states the agreement has been signed.

Motion made by Recker, seconded by Gilbert to approve R100925-01 authorizing the Mayor to execute a Consulting Agreement for services to support the Interim City Administrator during the transition period, all in favor.

- B. Discuss and consider action on Resolution No. R100925-02 regarding approving a City Administrator employment agreement

Mayor Poore discusses and states the agreement has been signed.

Motion made by Recker, seconded by Rabel to approve Resolution No. R100925-02 regarding approving a City Administrator employment agreement, all in favor.

- C. Discuss and consider action on Resolution No. R100925-03 regarding Conditional Water Service Agreement

Mayor Poore discusses well 9 by Witte's, City engineer Morgen from southwest engineers stating the city will give Rice 2 Go up to 12,000 gallons of free water a month for the sanitary control easement.

Motion made by Gilbert, seconded by Rabel to approve Resolution No. R100925-03 regarding Conditional Water Service Agreement, all in favor.

- D. Discuss and consider action on Resolution No. R100925-04 regarding Groundwater Lease

Mayor Poore discusses well 8, City engineer Morgen from southwest engineers explained radius and water rights.

Motion made by Gilbert, seconded by Recker to approve Resolution No. R100925-04 regarding Groundwater Lease , all in favor.

The City Council went into Executive Session at 8:24 PM Pursuant to Local

Government Code section §Sec. 551.072.(Deliberations about Real Property)

The City Council came out of Executive Session at 9:17PM No public action was taken.

11. Items Specific to Future Line Items on the Agenda

-Chief contract

- Zoning update from Attorney on food trucks

12. Adjourn

Motion made by Recker to adjourn at 9:26PM, seconded by Gilbert, all in favor.

DECORUM REQUIRED

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

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

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards of the City Hall of said La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **October 03, 2025 at 5:30 PM** and remained so posted continuously for at least 3 business days preceding the scheduled time of said meeting.

Xavier Millan, Assistant City Administrator



City of La Vernia
CITY COUNCIL WORKSHOP
102 E. Chihuahua St., La Vernia, Texas 78121
November 05, 2025
6:30 PM

Section 4, Item B.

MINUTES

1. Call to Order

The meeting was called to order @ 6:30 PM

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

2. Citizens to Be Heard

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

There were no citizens to be heard.

3. Discussion Only

A. Discuss the LVLL Agreement

LVLL President Amador Medina along with three other representatives from LVLL were present.

Council and LVLL discussed the current contract and what both parties would like to see on the updated agreement. LVLL will have full rights to all the fields all day Monday- Friday, Sundays, and before 12pm on Saturdays from January 15th - July 15th, and August 15th - October 31st. During these dates and times if another party would like to rent a field they will get with LVLL (Amador Medina). LVLL will approve the usage of the field and the other party will pay the rental fee to the LVLL.

We will write an updated agreement, the agreement will be on January's meeting for approval.

4. Items Specific to Future Line Items on the Agenda

- LVLL agreement on January's meeting
- 11/13/2025 City Council meeting

5. Adjourn

Motion made by Oates to adjourn at 8:28PM, seconded by Recker, all in favor.

DECORUM REQUIRED

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Madison Farrow, City Secretary

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
Expenses:						
WAGES - CODE ENFORCEMENT	15,400.00	.00	2,232.62	.00	.00	-5,336.42
10-500-010	.00	15,400.00	20,736.42	.00	134.65	-5,336.42
OVERTIME	.00	400.00	.00	.00	.00	178.96
10-500-015	.00	400.00	221.04	.00	55.26	178.96
SOCIAL SECURITY	1,778.00	.00	170.80	.00	.00	174.78
10-500-110	.00	1,778.00	1,603.22	.00	90.17	174.78
TMRS	778.00	.00	112.75	.00	.00	-285.24
10-500-115	.00	778.00	1,063.24	.00	136.66	-285.24
EMPLOYEE INSURANCE	.00	20.00	.00	.00	.00	7.76
10-500-150	.00	20.00	12.24	.00	61.20	7.76
OFFICE EXPENSE	.00	.00	.00	.00	.00	.00
10-500-210	.00	.00	.00	.00	.00	.00
OFFICE SUPPLIES	.00	200.00	.00	.00	.00	66.74
10-500-220	.00	200.00	133.26	.00	66.63	66.74
DUES AND SUBSCRIPTIONS	.00	100.00	.00	.00	.00	.00
10-500-230	.00	100.00	100.00	.00	100.00	.00
TELEPHONE	.00	.00	.00	.00	.00	.00
10-500-240	.00	.00	.00	.00	.00	.00
UNIFORMS	.00	.00	.00	.00	.00	.00
10-500-250	.00	.00	.00	39.94	.00	.00
TECHNOLOGY/SOFTWARE UPGRADES	8,000.00	-8,000.00	.00	.00	.00	-4,500.00
10-500-270	.00	.00	4,500.00	4,500.00	.00	-4,500.00
MEDIA	.00	.00	.00	.00	.00	.00
10-500-271	.00	.00	.00	.00	.00	.00
CONTRACT SERVICES - BV	100,000.00	200,000.00	2,710.31	3,785.26	.00	-5,122.53
10-500-300	.00	300,000.00	305,122.53	28,853.61	101.71	-5,122.53
FIRE INSPECTIONS SERVICES	12,000.00	.00	.00	.00	.00	.00
10-500-301	.00	12,000.00	12,000.00	9,000.00	100.00	.00
PROPERTY & LIABILITY INSURANCE	.00	.00	.00	.00	.00	.00
10-500-310	.00	.00	.00	.00	.00	.00
WORKERS COMP INSURANCE	100.00	.00	.00	.00	.00	100.00
10-500-320	.00	100.00	.00	457.00	.00	100.00
BONDING	.00	.00	.00	.00	.00	.00
10-500-330	.00	.00	.00	.00	.00	.00
LEGAL & PROFESSIONAL - ENGINEE	30,000.00	-30,000.00	.00	.00	.00	-4,313.78
10-500-410	.00	.00	4,313.78	15,842.50	.00	-4,313.78
LEGAL & PROFESSIONAL - P&Z	.00	.00	.00	.00	.00	.00
10-500-411	.00	.00	.00	.00	.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

11/09/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
LEGAL & PROFESSIONAL - LEGAL	.00	.00	.00	.00	.00	.00
10-500-420	.00	.00	.00	.00	.00	.00
MUNI CODES	6,000.00	1,223.36	.00	.00	.00	.00
10-500-425	.00	7,223.36	7,223.36	6,766.73	100.00	.00
EMPLOYEE TRAINING	325.00	449.00	.00	.00	.00	.00
10-500-450	.00	774.00	774.00	75.00	100.00	.00
VEHICLE FUEL	.00	.00	.00	.00	.00	.00
10-500-610	.00	.00	.00	.00	.00	.00
VEHICLE REPAIR	.00	.00	.00	.00	.00	.00
10-500-620	.00	.00	.00	.00	.00	.00
MISCELLANEOUS	.00	.00	.00	.00	.00	.00
10-500-920	.00	.00	.00	.00	.00	.00
WAGES - GENERAL	222,958.00	.00	18,197.29	22,466.98	.00	9,550.63
10-510-010	.00	222,958.00	213,407.37	176,510.60	95.72	9,550.63
OVERTIME	7,500.00	-7,500.00	.00	465.40	.00	.00
10-510-015	.00	.00	.00	524.89	.00	.00
CAR/ PHONE ALLOWANCE	.00	.00	.00	.00	.00	.00
10-510-020	.00	.00	.00	4,823.15	.00	.00
PAYROLL TAXES	17,056.00	.00	1,316.20	1,611.08	.00	993.05
10-510-110	.00	17,056.00	16,062.95	13,607.42	94.18	993.05
TMRS	11,259.00	.00	918.96	1,170.55	.00	399.99
10-510-115	.00	11,259.00	10,859.01	9,571.09	96.45	399.99
EMPLOYEE INSURANCE	31,690.00	.00	2,966.72	161.31	.00	724.86
10-510-150	.00	31,690.00	30,965.14	25,264.65	97.71	724.86
AFLAC	.00	.00	.00	.00	.00	.00
10-510-159	.00	.00	.00	.00	.00	.00
OFFICE EXPENSE	4,000.00	-1,000.00	.00	221.34	.00	-1,130.63
10-510-210	.00	3,000.00	4,130.63	3,492.92	137.69	-1,130.63
OFFICE EQUIPMENT RENTALS	8,000.00	.00	112.68	579.00	.00	329.21
10-510-212	.00	8,000.00	7,670.79	8,407.26	95.88	329.21
BUILDING EXPENSE - CH	9,445.00	49,582.04	792.19	43.96	.00	13,071.57
10-510-214	.00	59,027.04	45,955.47	33,692.47	77.85	13,071.57
OFFICE CLEANING	6,800.00	.00	500.00	625.00	.00	300.00
10-510-215	.00	6,800.00	6,500.00	6,375.00	95.59	300.00
OFFICE SUPPLIES	3,000.00	-500.00	-186.07	.00	.00	-1,418.77
10-510-220	.00	2,500.00	3,918.77	3,254.27	156.75	-1,418.77
DUES AND SUBSCRIPTIONS	2,300.00	.00	14.99	14.99	.00	178.28
10-510-230	.00	2,300.00	2,121.72	1,355.88	92.25	178.28

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
TELEPHONE	10,000.00	.00	960.52	689.15	.00	-6,874.84
10-510-240	.00	10,000.00	16,874.84	8,353.97	168.75	-6,874.84
UNIFORMS	700.00	200.00	.00	.00	.00	-53.50
10-510-250	.00	900.00	953.50	56.88	105.94	-53.50
POSTAGE	1,500.00	-300.00	21.20	120.19	.00	-172.89
10-510-260	.00	1,200.00	1,372.89	1,242.28	114.41	-172.89
TECHNOWLEDGE/SOFTWARE UPGRADES	100,000.00	-35,000.00	7,727.75	3,811.00	.00	-15,579.27
10-510-270	.00	65,000.00	80,579.27	62,961.36	123.97	-15,579.27
RETURNED CHECKS	.00	.00	.00	.00	.00	.00
10-510-280	.00	.00	.00	.00	.00	.00
UTILITIES	8,500.00	.00	762.10	1,021.29	.00	-542.65
10-510-290	.00	8,500.00	9,042.65	9,556.76	106.38	-542.65
NATIONAL NIGHT EXPENSES	4,000.00	-3,785.78	.00	794.90	.00	-1,408.74
10-510-300	.00	214.22	1,622.96	1,678.53	757.61	-1,408.74
PROPERTY & LIABILITY INSURANCE	25,000.00	.00	.00	.00	.00	10,218.61
10-510-310	.00	25,000.00	14,781.39	16,699.92	59.13	10,218.61
WORKERS COMP INSURANCE	557.00	.00	.00	.00	.00	296.05
10-510-320	.00	557.00	260.95	315.18	46.85	296.05
BONDING	50.00	-50.00	.00	.00	.00	.00
10-510-330	.00	.00	.00	.00	.00	.00
LEGAL & PROFESSIONAL - ENGINEER	.00	2,500.00	24,999.30	.00	.00	-32,807.80
10-510-410	.00	2,500.00	35,307.80	.00	1,412.31	-32,807.80
LEGAL & PROFESSIONAL - LEGAL	25,000.00	-10,000.00	437.50	3,964.52	.00	2,060.40
10-510-420	.00	15,000.00	12,939.60	19,227.98	86.26	2,060.40
LEGAL & PROFESSIONAL - COLLECT	5,000.00	4,500.00	2,190.68	-7,571.93	.00	-4,988.75
10-510-421	.00	9,500.00	14,488.75	.00	152.51	-4,988.75
FOOD LICENSE EXPENSE	6,000.00	.00	1,050.00	700.00	.00	-1,140.00
10-510-435	.00	6,000.00	7,140.00	6,100.00	119.00	-1,140.00
EMPLOYEE TRAINING	25,000.00	-20,500.00	650.00	600.00	.00	-15,021.46
10-510-450	.00	4,500.00	19,521.46	15,744.01	433.81	-15,021.46
WCAD COLLECTION FEE	.00	.00	.00	.00	.00	.00
10-510-451	.00	.00	.00	.00	.00	.00
WCAC QUARTERLY PAYMENT	6,000.00	2,000.00	1,664.19	1,748.94	.00	-1,881.57
10-510-452	.00	8,000.00	9,881.57	7,415.12	123.52	-1,881.57
AUDIT EXPENSE	9,400.00	22,657.16	.00	.00	.00	16,028.58
10-510-460	.00	32,057.16	16,028.58	9,350.00	50.00	16,028.58
ELECTION EXPENSE	2,000.00	-564.30	.00	.00	.00	.00
10-510-465	.00	1,435.70	1,435.70	945.00	100.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
BANK SERVICE CHARGES 10-510-470	2,500.00 .00	.00 2,500.00	253.77 668.56	343.92 1,925.90	.00 26.74	1,831.44 1,831.44
MERCHANT CREDIT CARD FEES 10-510-471	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTRACT LABOR 10-510-475	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTRACT SERVICES - CSI 10-510-476	100.00 .00	.00 100.00	.00 .00	.00 .00	.00 .00	100.00 100.00
ADVERTISING 10-510-490	900.00 .00	-300.00 600.00	.00 1,009.55	.00 716.52	.00 168.26	-409.55 -409.55
ALARM SERVICES 10-510-495	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE PURCHASE 10-510-600	.00 .00	15,065.94 15,065.94	.00 7,532.97	.00 .00	.00 50.00	7,532.97 7,532.97
VEHICLE FUEL 10-510-610	.00 .00	800.00 800.00	70.72 790.41	.00 .00	.00 98.80	9.59 9.59
VEHICLE REPAIR 10-510-620	.00 .00	1,000.00 1,000.00	.00 1,028.26	.00 .00	.00 102.83	-28.26 -28.26
GENERAL SUPPLIES 10-510-670	250.00 .00	50.00 300.00	.00 270.87	.00 .00	.00 90.29	29.13 29.13
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 1,000.00	.00 156.00	.00 100.00	.00 .00
CHILD ADVOCACY 10-510-710	5,000.00 .00	.00 5,000.00	.00 5,000.00	.00 5,000.00	.00 100.00	.00 .00
ANIMAL CONTROL CONTRACT 10-510-720	5,000.00 .00	.00 5,000.00	.00 5,000.00	.00 5,000.00	.00 100.00	.00 .00
CITY PARK 10-510-755	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
CONTINGENCY FUND 10-510-900	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
MISCELLANEOUS EXPENSE 10-510-920	2,500.00 .00	.00 2,500.00	97.00 2,353.14	96.69 4,314.65	.00 94.13	146.86 146.86
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

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
HEB PROPERTY TAX EXPENSE	.00	.00	.00	.00	.00	.00
10-510-931	.00	.00	.00	.00	.00	.00
WAGES - COURT	26,986.00	.00	2,607.78	3,477.99	.00	-2,729.64
10-515-010	.00	26,986.00	29,715.64	41,837.17	110.12	-2,729.64
OVERTIME	.00	300.00	.00	.00	.00	78.96
10-515-015	.00	300.00	221.04	.00	73.68	78.96
PAYROLL TAXES	2,064.00	.00	153.60	285.03	.00	141.00
10-515-110	.00	2,064.00	1,923.00	3,219.54	93.17	141.00
TMRS	1,013.00	.00	101.39	137.64	.00	-143.10
10-515-115	.00	1,013.00	1,156.10	1,748.24	114.13	-143.10
EMPLOYEE INSURANCE	.00	20.00	.00	.00	.00	7.76
10-515-150	.00	20.00	12.24	101.34	61.20	7.76
OFFICE EXPENSE	50.00	.00	.00	.00	.00	13.03
10-515-210	.00	50.00	36.97	41.60	73.94	13.03
OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
10-515-220	.00	.00	.00	.00	.00	.00
DUES AND SUBSCRIPTIONS	200.00	-200.00	.00	.00	.00	.00
10-515-230	.00	.00	.00	.00	.00	.00
COURT TECHNOLOGY	.00	.00	.00	.00	.00	.00
10-515-270	.00	.00	.00	.00	.00	.00
TECHNOLOGY/SOFTWARE UPGRADES	10,000.00	-7,000.00	360.00	-5,740.00	.00	-2,246.60
10-515-271	.00	3,000.00	5,246.60	3,120.00	174.89	-2,246.60
WORKERS COMP INSURANCE	50.00	30.00	.00	.00	.00	21.76
10-515-320	.00	80.00	58.24	70.34	72.80	21.76
PROSECUTOR SERVICES	7,500.00	2,500.00	.00	907.50	.00	1,964.62
10-515-415	.00	10,000.00	8,035.38	1,507.50	80.35	1,964.62
JURY EXPENSE	200.00	.00	-2.90	-1.24	.00	258.29
10-515-420	.00	200.00	-58.29	-3.04	-29.15	258.29
EMPLOYEE TRAINING	600.00	-300.00	.00	.00	.00	.00
10-515-450	.00	300.00	300.00	877.30	100.00	.00
OMNI COLLECTION	1,600.00	-800.00	618.00	.00	.00	-214.00
10-515-474	.00	800.00	1,014.00	810.00	126.75	-214.00
STATE COURT COSTS	40,000.00	-20,000.00	.00	.00	.00	-8,475.78
10-515-550	.00	20,000.00	28,475.78	.00	142.38	-8,475.78
WAGES - POLICE	959,480.00	.00	67,834.04	105,195.73	.00	91,694.65
10-520-010	.00	959,480.00	867,785.35	833,486.79	90.44	91,694.65
CONTRACT LABOR	20,000.00	.00	1,400.00	2,250.00	.00	-1,150.00
10-520-011	.00	20,000.00	21,150.00	20,662.50	105.75	-1,150.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
SHIFT DIFFERENTIAL	11,000.00	.00	550.00	675.00	.00	4,250.00
10-520-012	.00	11,000.00	6,750.00	6,250.00	61.36	4,250.00
OVERTIME	25,000.00	.00	1,418.91	725.34	.00	-9,571.28
10-520-015	.00	25,000.00	34,571.28	21,732.31	138.29	-9,571.28
CELL PHONE ALLOWANCE	.00	.00	.00	.00	.00	.00
10-520-020	.00	.00	.00	.00	.00	.00
PAYROLL TAXES	73,400.00	.00	5,208.18	7,386.90	.00	5,331.22
10-520-110	.00	73,400.00	68,068.78	63,742.32	92.74	5,331.22
TMRS	48,454.00	.00	3,525.06	4,197.15	.00	2,110.87
10-520-115	.00	48,454.00	46,343.13	45,348.11	95.64	2,110.87
EMPLOYEE INSURANCE	137,325.00	.00	9,641.84	-10,663.53	.00	29,781.40
10-520-150	.00	137,325.00	107,543.60	112,339.82	78.31	29,781.40
AFLAC	.00	.00	.00	.00	.00	.00
10-520-159	.00	.00	.00	.00	.00	.00
MEDICAL COST	3,000.00	-3,000.00	.00	.00	.00	.00
10-520-160	.00	.00	.00	1,540.41	.00	.00
OFFICE EXPENSE	1,500.00	3,962.84	550.92	24.46	.00	502.29
10-520-210	.00	5,462.84	4,960.55	1,103.69	90.81	502.29
OFFICE SUPPLIES	1,500.00	.00	.00	.00	.00	234.52
10-520-220	.00	1,500.00	1,265.48	1,465.20	84.37	234.52
BUILDING EXPENSE	.00	.00	1,647.22	.00	.00	-75,372.12
10-520-230	250,000.00	250,000.00	325,372.12	.00	130.15	-75,372.12
TELEPHONE	13,000.00	1,000.00	1,333.02	1,469.67	.00	-5,062.49
10-520-240	.00	14,000.00	19,062.49	16,130.21	136.16	-5,062.49
UNIFORMS	13,500.00	-10,000.00	.00	104.99	.00	-141.24
10-520-250	.00	3,500.00	3,641.24	15,729.72	104.04	-141.24
TECHNOLOGY/SOFTWARE UPGRADES	55,000.00	.00	2,283.07	-7,410.00	.00	-6,157.65
10-520-270	.00	55,000.00	61,157.65	20,225.75	111.20	-6,157.65
POLICE GOLF TOURNAMENT	.00	.00	.00	.00	.00	1,217.83
10-520-287	.00	.00	-1,217.83	15,499.91	.00	1,217.83
UTILITIES	.00	500.00	481.30	.00	.00	-917.70
10-520-290	.00	500.00	1,417.70	.00	283.54	-917.70
PROPERTY & LIABILITY INSURANCE	20,000.00	49,878.26	.00	.00	.00	34,939.13
10-520-310	.00	69,878.26	34,939.13	15,656.17	50.00	34,939.13
WORKERS COMP INSURANCE	30,000.00	.00	.00	.00	.00	9,075.80
10-520-320	.00	30,000.00	20,924.20	23,105.37	69.75	9,075.80
UNEMPLOYMENT TWC	.00	.00	.00	.00	.00	.00
10-520-325	.00	.00	.00	-2,308.00	.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
BONDING	100.00	-100.00	.00	.00	.00	.00
10-520-330	.00	.00	.00	.00	.00	.00
PROFESSIONAL FEES	500.00	-500.00	.00	.00	.00	.00
10-520-400	.00	.00	.00	.00	.00	.00
EMPLOYEE TRAINING	9,000.00	-5,500.00	.00	.00	.00	579.00
10-520-450	.00	3,500.00	2,921.00	11,921.40	83.46	579.00
LEOSE TRAINING EXPENSE	750.00	.00	.00	.00	.00	150.00
10-520-451	.00	750.00	600.00	395.00	80.00	150.00
LEOSE FUNDS	.00	.00	.00	.00	.00	.00
10-520-452	.00	.00	.00	.00	.00	.00
CONTRACT SERVICES CAMERA	16,000.00	.00	.00	.00	.00	1,000.00
10-520-476	.00	16,000.00	15,000.00	16,300.00	93.75	1,000.00
LAB TEST	100.00	.00	.00	.00	.00	100.00
10-520-477	.00	100.00	.00	.00	.00	100.00
K-9 CONTRACT LABOR	4,000.00	.00	.00	84.96	.00	827.70
10-520-478	.00	4,000.00	3,172.30	3,724.22	79.31	827.70
COPS LVISD CONTRACT PAY	40,000.00	-20,000.00	5,145.00	11,297.50	.00	1,253.25
10-520-479	.00	20,000.00	18,746.75	29,233.60	93.73	1,253.25
EVIDENCE SUPPLIES	2,000.00	-1,500.00	.00	.00	.00	103.40
10-520-480	.00	500.00	396.60	1,240.35	79.32	103.40
EXPLORER PROGRAM	1,000.00	.00	.00	49.98	.00	1,415.10
10-520-485	.00	1,000.00	-415.10	1,198.48	-41.51	1,415.10
ADVERTISING	.00	.00	.00	.00	.00	-290.00
10-520-490	.00	.00	290.00	.00	.00	-290.00
ADVERTISING - PUBLICATIONS	300.00	-200.00	.00	.00	.00	50.00
10-520-499	.00	100.00	50.00	45.00	50.00	50.00
VEHICLE PURCHASE	.00	.00	.00	.00	.00	-7,000.00
10-520-600	.00	.00	7,000.00	3,517.00	.00	-7,000.00
VEHICLE FUEL	50,000.00	.00	3,806.51	4,571.06	.00	5,787.71
10-520-610	.00	50,000.00	44,212.29	44,765.53	88.42	5,787.71
VEHICLE REPAIR	40,000.00	2,000.00	.00	981.31	.00	-6,600.87
10-520-620	.00	42,000.00	48,600.87	39,980.86	115.72	-6,600.87
GENERAL SUPPLIES	2,500.00	-1,500.00	.00	114.38	.00	-2,062.63
10-520-670	.00	1,000.00	3,062.63	2,284.74	306.26	-2,062.63
EQUIPMENT PURCHASES	22,500.00	-22,000.00	49.49	2,179.98	.00	-24,194.88
10-520-690	.00	500.00	24,694.88	14,545.50	4,938.98	-24,194.88
WILSON COUNTY SOFTWARE	4,000.00	.00	.00	.00	.00	4,000.00
10-520-700	.00	4,000.00	.00	.00	.00	4,000.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
WCSO DISPATCH 10-520-910	3,000.00 .00	.00 3,000.00	.00 .00	.00 3,000.00	.00 .00	3,000.00 3,000.00
MISCELLANEOUS 10-520-920	5,000.00 .00	.00 5,000.00	.00 6,572.40	.00 5,858.02	.00 131.45	-1,572.40 -1,572.40
WAGES - PUBLIC WORKS 10-530-010	89,764.00 .00	.00 89,764.00	6,151.20 79,942.05	9,405.95 79,267.87	.00 89.06	9,821.95 9,821.95
CONTRACT LABOR 10-530-011	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
OVERTIME 10-530-015	6,000.00 -1,657.69	657.69 5,000.00	308.10 3,829.98	117.36 3,648.16	.00 76.60	1,170.02 1,170.02
PAYROLL TAXES 10-530-110	6,867.00 .00	.00 6,867.00	498.73 6,438.47	673.01 6,238.72	.00 93.76	428.53 428.53
TMRS 10-530-115	4,533.00 .00	.00 4,533.00	470.87 5,549.90	459.53 3,750.84	.00 122.43	-1,016.90 -1,016.90
ON CALL PAY 10-530-120	1,600.00 .00	.00 1,600.00	60.00 60.00	.00 .00	.00 3.75	1,540.00 1,540.00
EMPLOYEE INSURANCE 10-530-150	21,651.00 .00	.00 21,651.00	370.84 4,096.38	405.12 10,656.86	.00 18.92	17,554.62 17,554.62
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	3,000.00 .00	.00 3,000.00	249.58 3,276.32	280.50 3,194.09	.00 109.21	-276.32 -276.32
UNIFORMS 10-530-250	4,000.00 .00	.00 4,000.00	275.28 2,773.22	173.52 3,558.14	.00 69.33	1,226.78 1,226.78
PROPERTY & LIABILITY INSURNACE 10-530-310	10,000.00 .00	28,002.38 38,002.38	.00 18,002.38	.00 9,393.70	.00 47.37	20,000.00 20,000.00
WORKERS COMP INSURANCE 10-530-320	3,500.00 .00	.00 3,500.00	.00 .00	.00 1,043.75	.00 .00	3,500.00 3,500.00
EMPLOYEE TRAINING 10-530-450	400.00 .00	-100.00 300.00	.00 104.47	.00 .00	.00 34.82	195.53 195.53
VEHICLE FUEL 10-530-610	35,000.00 .00	-15,000.00 20,000.00	1,076.71 17,202.94	212.96 18,973.33	.00 86.01	2,797.06 2,797.06

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
VEHICLE REPAIR 10-530-620	2,000.00 .00	-1,000.00 1,000.00	.00 2,379.35	98.36 205.15	.00 237.94	-1,379.35 -1,379.35
REPAIR AND MAINTENANCE 10-530-655	1,500.00 .00	-500.00 1,000.00	.00 761.05	.00 255.95	.00 76.11	238.95 238.95
TOOLS 10-530-660	2,500.00 .00	-1,900.00 600.00	.00 301.64	.00 1,146.58	.00 50.27	298.36 298.36
STREET REPAIR 10-530-665	15,000.00 .00	-3,000.00 12,000.00	766.26 10,268.26	.00 8,811.31	.00 85.57	1,731.74 1,731.74
GENERAL SUPPLIES 10-530-670	750.00 .00	-750.00 .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	4,000.00 .00	-500.00 3,500.00	.00 3,128.85	.00 360.50	.00 89.40	371.15 371.15
EQUIPMENT - BIG ITEMS 10-530-791	.00 .00	7,000.00 7,000.00	.00 6,333.33	.00 3,516.00	.00 90.48	666.67 666.67
MISCELLANEOUS EXPENSE 10-530-920	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
ENGINEERING FEES 10-530-930	15,000.00 .00	40,000.00 55,000.00	520.00 64,651.95	-5,750.00 .00	.00 117.55	-9,651.95 -9,651.95
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	87,994.00 .00	.00 87,994.00	6,301.43 76,152.74	9,343.80 78,065.57	.00 86.54	11,841.26 11,841.26
OVERTIME 10-580-015	4,000.00 .00	-500.00 3,500.00	16.03 3,430.48	.00 4,785.80	.00 98.01	69.52 69.52
PAYROLL TAXES 10-580-110	6,732.00 .00	.00 6,732.00	491.41 6,112.30	670.45 6,321.41	.00 90.79	619.70 619.70

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
TMRS	4,444.00	.00	324.38	494.28	.00	-71.66
10-580-115	.00	4,444.00	4,515.66	5,209.04	101.61	-71.66
EMPLOYEE INSURANCE	21,127.00	.00	2,225.04	2,321.70	.00	-4,090.12
10-580-150	.00	21,127.00	25,217.12	22,724.22	119.36	-4,090.12
TELEPHONE	600.00	200.00	86.54	86.48	.00	-238.54
10-580-240	.00	800.00	1,038.54	961.13	129.82	-238.54
UNIFORMS	2,000.00	.00	84.04	67.84	.00	60.99
10-580-250	.00	2,000.00	1,939.01	1,957.13	96.95	60.99
UTILITIES - PARK	10,000.00	.00	863.30	826.18	.00	-2,529.06
10-580-290	.00	10,000.00	12,529.06	10,395.18	125.29	-2,529.06
PROPERTY & LIABILITY INSURANCE	.00	.00	.00	.00	.00	.00
10-580-310	.00	.00	.00	5,218.73	.00	.00
WORKERS COMP INSURANCE	437.00	.00	.00	.00	.00	223.88
10-580-320	.00	437.00	213.12	257.41	48.77	223.88
EMPLOYEE TRAINING	200.00	.00	.00	.00	.00	.00
10-580-450	.00	200.00	200.00	.00	100.00	.00
CAPITAL OUTLAY- PARK	.00	.00	.00	.00	.00	.00
10-580-500	.00	.00	.00	.00	.00	.00
VEHICLE PURCHASE	.00	.00	.00	.00	.00	.00
10-580-600	.00	.00	.00	209.96	.00	.00
VEHICLE FUEL	5,500.00	-1,000.00	291.03	402.03	.00	376.54
10-580-610	.00	4,500.00	4,123.46	5,481.65	91.63	376.54
VEHICLE REPAIR	5,500.00	6,500.00	.00	.00	.00	227.19
10-580-620	.00	12,000.00	11,772.81	7,235.38	98.11	227.19
REPAIR AND MAINTENANCE	5,000.00	-2,500.00	250.66	.00	.00	-102.88
10-580-655	.00	2,500.00	2,602.88	3,499.81	104.12	-102.88
TOOLS	300.00	.00	.00	.00	.00	-636.73
10-580-660	.00	300.00	936.73	.00	312.24	-636.73
CITY PARK SUPPLIES	4,500.00	.00	.00	890.38	.00	-1,819.09
10-580-670	.00	4,500.00	6,319.09	7,386.64	140.42	-1,819.09
PARK EQUIPMENT	15,000.00	.00	.00	.00	.00	424.79
10-580-690	.00	15,000.00	14,575.21	7,672.57	97.17	424.79
PARK- CHRISTMAS	.00	.00	.00	.00	.00	.00
10-580-695	.00	.00	.00	.00	.00	.00
PARK GRANT ITEMS	.00	.00	.00	.00	.00	.00
10-580-791	.00	.00	.00	.00	.00	.00
CAPITAL OUTLAY	.00	.00	.00	10,515.12	.00	.00
10-800-100	.00	.00	.00	10,515.12	.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
TRANSFER OUT	.00	.00	-16,399.85	.00	.00	16,399.85
10-900-200	.00	.00	-16,399.85	.00	.00	16,399.85
DRAINAGE PROJECT	760,265.00	23,209.00	13,583.05	.00	.00	741,418.20
11-500-100	.00	783,474.00	42,055.80	48,400.00	5.37	741,418.20
ENGINEERING FEE	.00	.00	.00	.00	.00	.00
11-510-100	.00	.00	.00	988.75	.00	.00
BANK SERVICE CHARGES	.00	.00	.00	.00	.00	.00
11-510-470	.00	.00	.00	.00	.00	.00
WAGES - MDD	55,004.00	.00	7,078.86	6,438.27	.00	-15,747.20
12-500-010	.00	55,004.00	70,751.20	42,000.35	128.63	-15,747.20
CAR & CELL PHONE ALLOWANCE	.00	.00	.00	.00	.00	.00
12-500-020	.00	.00	.00	.00	.00	.00
PAYROLL TAXES	4,208.00	.00	541.53	456.09	.00	-1,204.49
12-500-050	.00	4,208.00	5,412.49	3,176.62	128.62	-1,204.49
SOCIAL SECURITY TAXES	.00	.00	.00	.00	.00	.00
12-500-110	.00	.00	.00	.00	.00	.00
TMRS	2,778.00	.00	357.49	324.92	.00	-816.83
12-500-115	.00	2,778.00	3,594.83	2,263.09	129.40	-816.83
EMPLOYEE INSURANCE	10,563.00	-9,763.00	1,140.46	58.98	.00	-1,298.04
12-500-150	.00	800.00	2,098.04	707.76	262.26	-1,298.04
OFFICE SUPPLIES	4,000.00	.00	135.56	69.12	.00	-338.68
12-500-220	.00	4,000.00	4,338.68	4,671.84	108.47	-338.68
MEMBERSHIP/DUES	14,500.00	.00	21.31	78.88	.00	-936.94
12-500-230	.00	14,500.00	15,436.94	1,345.94	106.46	-936.94
NEWS PUBLICATIONS/SUBSCRIPTION	100.00	1,661.92	67.99	.00	.00	-374.37
12-500-231	.00	1,761.92	2,136.29	1,244.00	121.25	-374.37
TELEPHONE	800.00	.00	146.52	43.24	.00	-246.58
12-500-240	.00	800.00	1,046.58	506.80	130.82	-246.58
IT SERVICES	.00	.00	.00	.00	.00	.00
12-500-270	.00	.00	.00	.00	.00	.00
PROPERTY & LIABILITY INSURANCE	.00	.00	.00	.00	.00	.00
12-500-310	.00	.00	.00	.00	.00	.00
WORKERS COMP INSURANCE	138.00	.00	.00	.00	.00	81.87
12-500-320	.00	138.00	56.13	67.80	40.67	81.87
FACILITY & OVERHEAD COST TO GF	60,000.00	.00	.00	.00	.00	.00
12-500-400	.00	60,000.00	60,000.00	60,000.00	100.00	.00
ENGINEERING	5,000.00	-5,000.00	.00	.00	.00	.00
12-500-410	.00	.00	.00	545.00	.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
LEGAL	3,000.00	-1,500.00	.00	.00	.00	568.50
12-500-420	.00	1,500.00	931.50	86.00	62.10	568.50
EQUIPMENT EXPENSE	.00	63,193.20	.00	.00	.00	31,507.46
12-500-430	.00	63,193.20	31,685.74	.00	50.14	31,507.46
TRAINING/CONFERENCE/TRAVEL	5,000.00	.00	43.81	.00	.00	-1,145.37
12-500-450	.00	5,000.00	6,145.37	2,333.36	122.91	-1,145.37
BUSINESS RECRUITMENT	100.00	100.00	.00	.00	.00	80.57
12-500-455	.00	200.00	119.43	.00	59.72	80.57
ECONOMIC DEVELOPMENT	5,000.00	-3,000.00	.00	.00	.00	866.93
12-500-456	.00	2,000.00	1,133.07	5,000.00	56.65	866.93
EVENT PLANNING	225,000.00	-75,000.00	.00	-7,734.74	.00	-35,699.40
12-500-460	.00	150,000.00	185,699.40	214,954.34	123.80	-35,699.40
ECONOMIC DEVELOPMENT PROJECT	.00	78,859.48	.00	.00	.00	-28,983.49
12-500-470	.00	78,859.48	107,842.97	.00	136.75	-28,983.49
CONSULTING/DEVELOPMENT/PLAN	50,000.00	28,887.08	.00	.00	.00	44,700.00
12-500-475	.00	78,887.08	34,187.08	162,208.00	43.34	44,700.00
ADVERTISING	10,000.00	-7,500.00	.00	.00	.00	850.33
12-500-476	.00	2,500.00	1,649.67	222.00	65.99	850.33
FACADE/BEAR GRANTS	50,000.00	-5,000.00	5,000.00	.00	.00	25,000.00
12-500-477	.00	45,000.00	20,000.00	9,371.04	44.44	25,000.00
TRAFFIC STUDY	100.00	-100.00	.00	.00	.00	.00
12-500-478	.00	.00	.00	3,860.00	.00	.00
COVID-19 RELIEF	.00	.00	.00	.00	.00	.00
12-500-479	.00	.00	.00	.00	.00	.00
CONTINGENCY	78,259.00	571,009.09	.00	.00	.00	.00
12-500-500	.00	649,268.09	649,268.09	.00	100.00	.00
VEHICLE PURCHASE	.00	.00	.00	.00	.00	12,683.97
12-500-600	.00	.00	-12,683.97	.00	.00	12,683.97
PD BUILDING LOAN 2025	.00	250,000.00	.00	.00	.00	.00
12-500-700	.00	250,000.00	250,000.00	.00	100.00	.00
CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
12-800-100	.00	.00	.00	.00	.00	.00
TRANSFER OUT	.00	.00	9,776.25	.00	.00	-91,156.17
12-900-200	.00	.00	91,156.17	.00	.00	-91,156.17
STREET REPAIR	319,155.00	.00	42,380.00	53,721.94	.00	133,192.50
14-500-100	.00	319,155.00	185,962.50	585,519.36	58.27	133,192.50
STREET CONTINGENCY	.00	.00	.00	.00	.00	.00
14-500-110	.00	.00	.00	.00	.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
PROFESSIONAL - ENGINEERING	15,000.00	-15,000.00	.00	.00	.00	.00
14-500-410	.00	.00	.00	22,346.05	.00	.00
MISCELLANEOUS EXPENSE	.00	.00	.00	.00	.00	.00
14-500-920	.00	.00	.00	.00	.00	.00
CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
14-800-100	.00	.00	.00	.00	.00	.00
HOTEL ABATEMENT EXPENSE	.00	.00	.00	.00	.00	.00
15-500-200	.00	.00	.00	.00	.00	.00
TRANSFER TO MDD	60,000.00	.00	.00	.00	.00	60,000.00
15-500-201	.00	60,000.00	.00	.00	.00	60,000.00
MISC EXPENSE	.00	.00	.00	.00	.00	.00
15-500-210	.00	.00	.00	.00	.00	.00
BANK SERVICE CHARGES	.00	.00	.00	.00	.00	.00
15-510-470	.00	.00	.00	.00	.00	.00
MISC POLICE EXPENSE	.00	.00	.00	.00	.00	.00
16-500-100	.00	.00	.00	.00	.00	.00
CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
16-800-100	.00	.00	.00	.00	.00	.00
GENERAL - CARE ACT GRANT EXPEN	.00	.00	.00	.00	.00	.00
18-500-100	.00	.00	.00	.00	.00	.00
PD - AACOG COVID GRANT EXPENSE	.00	.00	.00	.00	.00	.00
18-510-100	.00	.00	.00	.00	.00	.00
PD - AACOG BODY ARMOUR EXPENSE	.00	.00	.00	.00	.00	.00
18-515-100	.00	.00	.00	.00	.00	.00
PD AACOG TRAINING/ AED GRANT	.00	.00	.00	.00	.00	.00
18-516-100	.00	.00	.00	.00	.00	.00
PD/FIRE RADIO GRANT/ SHIELDS	.00	500.00	.00	.00	.00	.00
18-517-100	.00	500.00	500.00	53.00	100.00	.00
PARK - GRANT EXPENSES	.00	.00	.00	.00	.00	.00
18-520-100	.00	.00	.00	.00	.00	.00
GVEC POWER UP GRANT EXPENSES	.00	.00	.00	.00	.00	.00
18-530-100	.00	.00	.00	.00	.00	.00
FEMA COVID RECOVERY EXPENSES	.00	.00	.00	.00	.00	.00
18-540-100	.00	.00	.00	.00	.00	.00
PW CARES ACT GRANT	.00	.00	.00	.00	.00	.00
18-550-100	.00	.00	.00	.00	.00	.00
SAFETY GRANT	.00	.00	.00	.00	.00	.00
18-560-100	.00	.00	.00	.00	.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
ACOG 2023 GRANT PD	.00	.00	.00	-10,515.12	.00	.00
18-570-100	.00	.00	.00	30,166.98	.00	.00
CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
18-800-100	.00	.00	.00	.00	.00	.00
TRANSFER OUT	.00	.00	.00	.00	.00	.00
18-900-200	.00	.00	.00	.00	.00	.00
2017 REFUNDING PRINCIPAL	313,000.00	.00	.00	.00	.00	313,000.00
20-100-104	.00	313,000.00	.00	.00	.00	313,000.00
2017 REFUNDING INTEREST	7,466.00	.00	.00	.00	.00	7,466.00
20-100-105	.00	7,466.00	.00	.00	.00	7,466.00
SARA LOAN PRINCIPAL	38,642.00	.00	.00	.00	.00	38,642.00
20-100-106	.00	38,642.00	.00	.00	.00	38,642.00
SARA LOAN INTEREST	7,404.00	.00	.00	.00	.00	7,404.00
20-100-107	.00	7,404.00	.00	.00	.00	7,404.00
2016 SERIES PRINCIPAL	.00	.00	.00	.00	.00	-145,000.00
20-100-108	.00	.00	145,000.00	.00	.00	-145,000.00
2016 SERIER INTEREST	.00	.00	.00	.00	.00	-82,050.00
20-100-109	.00	.00	82,050.00	.00	.00	-82,050.00
2016 SERIES BOND- ADMIN FEE	.00	450.00	.00	.00	.00	-200.00
20-100-110	.00	450.00	650.00	.00	144.44	-200.00
2024 SERIES PRINCIPAL	40,000.00	.00	.00	.00	.00	.00
20-100-111	.00	40,000.00	40,000.00	.00	100.00	.00
2024 SERIES INTEREST	72,009.00	.00	.00	.00	.00	-.16
20-100-112	.00	72,009.00	72,009.16	.00	100.00	-.16
2024 SERIES BOND- ADMIN FEE	.00	.00	.00	.00	.00	-250.00
20-100-113	.00	.00	250.00	.00	.00	-250.00
BOND OBLIG 2003 SERIES - PRIN	.00	.00	.00	.00	.00	.00
20-800-800	.00	.00	.00	.00	.00	.00
BOND OBLIG 2003 SERIES - INT	.00	.00	.00	.00	.00	.00
20-800-810	.00	.00	.00	.00	.00	.00
BOND OBLIG 2003 SERIES - ADMIN	.00	.00	.00	.00	.00	.00
20-800-820	.00	.00	.00	.00	.00	.00
LEASE PROCEED (TRANSFER OUT)	.00	.00	.00	.00	.00	.00
20-800-830	.00	.00	.00	.00	.00	.00
MISCELLANEOUS	.00	.00	.00	.00	.00	.00
20-800-840	.00	.00	.00	.00	.00	.00
COURT BAILIFF	200.00	.00	.00	.00	.00	.00
25-500-100	.00	200.00	200.00	.00	100.00	.00

EXPENSE REPORT - ALL FUNDS

September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
BUILDING SECURITY	.00	.00	.00	.00	.00	.00
25-500-200	.00	.00	.00	5,366.69	.00	.00
ALARM SERVICES	.00	.00	.00	.00	.00	.00
25-900-100	.00	.00	.00	.00	.00	.00
CONTINGENCY	.00	.00	.00	.00	.00	.00
25-900-110	.00	.00	.00	.00	.00	.00
MISCELLANEOUS EXPENSE	.00	.00	.00	.00	.00	.00
25-900-920	.00	.00	.00	.00	.00	.00
ANNUAL SOFTWARE MAINTENANCE	10,000.00	.00	.00	.00	.00	10,000.00
35-900-100	.00	10,000.00	.00	.00	.00	10,000.00
MISCELLANEOUS EXPENSE	.00	.00	.00	.00	.00	.00
35-900-920	.00	.00	.00	.00	.00	.00
CONTINGENCY	.00	.00	.00	.00	.00	.00
40-500-500	.00	.00	.00	.00	.00	.00
WAGES	182,978.00	.00	8,754.16	22,199.60	.00	26,290.23
40-540-010	.00	182,978.00	156,687.77	161,020.05	85.63	26,290.23
OVERTIME	12,000.00	-2,000.00	989.52	639.98	.00	-385.30
40-540-015	.00	10,000.00	10,385.30	12,306.53	103.85	-385.30
CALL DUTY: WAGES	.00	.00	.00	.00	.00	.00
40-540-017	.00	.00	.00	.00	.00	.00
PAYROLL TAXES	13,998.00	.00	703.03	1,410.25	.00	1,469.49
40-540-110	.00	13,998.00	12,528.51	12,812.40	89.50	1,469.49
CALL DUTY WAGES	.00	.00	.00	.00	.00	.00
40-540-112	.00	.00	.00	.00	.00	.00
TMRS	9,240.00	.00	342.02	1,013.99	.00	2,489.64
40-540-115	.00	9,240.00	6,750.36	9,215.55	73.06	2,489.64
CALL DUTY TMRS	.00	.00	.00	.00	.00	.00
40-540-116	.00	.00	.00	.00	.00	.00
CALL DUTY TAXES	.00	.00	.00	.00	.00	.00
40-540-117	.00	.00	.00	.00	.00	.00
ON CALL PAY	1,600.00	.00	60.00	180.00	.00	310.00
40-540-120	.00	1,600.00	1,290.00	1,830.00	80.63	310.00
EMPLOYEE INSURANCE	31,952.00	.00	1,854.20	2,458.44	.00	6,161.49
40-540-150	.00	31,952.00	25,790.51	29,703.83	80.72	6,161.49
AFLAC	.00	.00	.00	.00	.00	.00
40-540-159	.00	.00	.00	.00	.00	.00
OFFICE EXPENSE	1,750.00	-250.00	.00	.00	.00	-1,351.88
40-540-210	.00	1,500.00	2,851.88	1,859.44	190.13	-1,351.88

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
40-540-220	.00	.00	.00	.00	.00	.00
DUES AND SUBSCRIPTIONS	4,000.00	-1,500.00	.00	.00	.00	596.25
40-540-230	.00	2,500.00	1,903.75	1,803.75	76.15	596.25
TELEPHONE	4,500.00	.00	510.07	419.13	.00	-1,392.05
40-540-240	.00	4,500.00	5,892.05	4,874.80	130.93	-1,392.05
POSTAGE	3,500.00	.00	25.00	.00	.00	105.00
40-540-260	.00	3,500.00	3,395.00	3,170.38	97.00	105.00
TECHNOLOGY/SOFTWARE UPGRADES	2,800.00	.00	.00	.00	.00	1,300.00
40-540-270	.00	2,800.00	1,500.00	.00	53.57	1,300.00
RETURNED CHECK	.00	.00	.00	.00	.00	.00
40-540-280	.00	.00	.00	.00	.00	.00
DEPOSIT REFUND	.00	.00	260.93	-6,406.85	.00	-3,845.77
40-540-281	.00	.00	3,845.77	.00	.00	-3,845.77
BAD DEBT	.00	.00	.00	.00	.00	.00
40-540-283	.00	.00	.00	.00	.00	.00
APPLIED DEPOSIT REIMBURSEMENT	.00	.00	929.88	-7,545.52	.00	-9,556.16
40-540-284	.00	.00	9,556.16	.00	.00	-9,556.16
UTILITIES	95,000.00	.00	9,439.63	10,299.70	.00	-3,238.80
40-540-290	.00	95,000.00	98,238.80	102,493.61	103.41	-3,238.80
PROPERTY & LIABILITY INSURANCE	9,700.00	.00	.00	.00	.00	9,700.00
40-540-310	.00	9,700.00	.00	10,124.32	.00	9,700.00
WORKERS COMP INSURANCE	6,000.00	.00	.00	.00	.00	509.64
40-540-320	.00	6,000.00	5,490.36	1,253.15	91.51	509.64
PROFESSIONAL FEES	4,000.00	-4,000.00	.00	.00	.00	.00
40-540-400	.00	.00	.00	.00	.00	.00
LEGAL & PROFESSIONAL - ENGINEE	.00	.00	.00	.00	.00	.00
40-540-410	.00	.00	.00	.00	.00	.00
PERMITS & INSPECTIONS	6,000.00	.00	.00	.00	.00	427.14
40-540-411	.00	6,000.00	5,572.86	6,523.78	92.88	427.14
EMPLOYEE TRAINING & LICENSING	6,000.00	-1,000.00	.00	.00	.00	351.00
40-540-450	.00	5,000.00	4,649.00	2,311.98	92.98	351.00
CRWA MEETING REIMBURSEMENT	300.00	.00	.00	.00	.00	300.00
40-540-455	.00	300.00	.00	.00	.00	300.00
AUDIT EXPENSE	9,400.00	.00	.00	.00	.00	6,728.58
40-540-460	.00	9,400.00	2,671.42	9,350.00	28.42	6,728.58
BANK SERVICE CHARGES	.00	.00	.00	.00	.00	.00
40-540-470	.00	.00	.00	.00	.00	.00

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
PAYCLIX EXPENSE 40-540-471	9,000.00 .00	3,000.00 12,000.00	1,637.95 18,024.12	1,349.73 15,058.42	.00 150.20	-6,024.12 -6,024.12
ADVERTISING 40-540-490	250.00 .00	2,385.46 2,635.46	.00 1,135.46	.00 .00	.00 43.08	1,500.00 1,500.00
INFRASTRUCTURE REPAIR 40-540-525	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
VEHICLE FUEL 40-540-610	500.00 .00	-500.00 .00	.00 .00	.00 20.00	.00 .00	.00 .00
VEHICLE REPAIR 40-540-620	10,000.00 .00	3,000.00 13,000.00	.00 13,920.23	1,166.06 46,352.17	.00 107.08	-920.23 -920.23
GARBAGE COLLECTION EXPENSE 40-540-710	350,000.00 .00	.00 350,000.00	35,673.13 414,685.18	32,311.90 380,405.25	.00 118.48	-64,685.18 -64,685.18
SALES TAX EXPENSE 40-540-720	.00 .00	.00 .00	2,858.95 30,609.96	-21,781.27 2,827.18	.00 .00	-30,609.96 -30,609.96
VALVE REPAIR 40-540-805	10,000.00 .00	-5,000.00 5,000.00	.00 .00	.00 .00	.00 .00	5,000.00 5,000.00
SUPPLIES AND REPAIRS 40-540-810	290,000.00 .00	.00 290,000.00	-6,246.26 306,534.56	8,253.51 137,345.94	.00 105.70	-16,534.56 -16,534.56
WWTP OPERATION 40-540-820	165,000.00 .00	-15,000.00 150,000.00	10,335.19 167,640.85	7,945.95 312,369.01	.00 111.76	-17,640.85 -17,640.85
METER REPLACEMENT 40-540-825	100,000.00 .00	.00 100,000.00	.00 73,488.07	-13,132.12 .00	.00 73.49	26,511.93 26,511.93
WATER ANALYSIS LAB 40-540-830	10,000.00 .00	2,000.00 12,000.00	1,812.00 14,577.00	824.00 9,581.00	.00 121.48	-2,577.00 -2,577.00
CHEMICALS 40-540-840	25,000.00 .00	3,000.00 28,000.00	2,311.51 32,507.29	6,679.39 29,183.29	.00 116.10	-4,507.29 -4,507.29
BULK WATER PURCHASE 40-540-880	75,000.00 .00	-25,000.00 50,000.00	3,850.04 47,726.24	61,963.40 127,431.40	.00 95.45	2,273.76 2,273.76
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	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00
WELL PROJECTS 40-540-901	.00 .00	155,283.80 155,283.80	40,585.00 123,694.30	490.00 7,765.00	.00 79.66	31,589.50 31,589.50
LAND LEASE 40-540-902	45,000.00 .00	.00 45,000.00	.00 19,250.88	14,578.00 29,156.00	.00 42.78	25,749.12 25,749.12
EQUIPMENT PURCHASE 40-540-906	1,500.00 .00	.00 1,500.00	.00 1,197.99	.00 697.82	.00 79.87	302.01 302.01

EXPENSE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
DEPRECIATION	.00	.00	.00	441,635.00	.00	.00
40-540-908	.00	.00	.00	441,635.00	.00	.00
C OF O 2011 PRINCIPAL	.00	.00	.00	-48,000.00	.00	-313,000.00
40-540-909	.00	.00	313,000.00	.00	.00	-313,000.00
SARA LOAN PRINCIPAL	.00	.00	.00	-36,984.86	.00	-38,641.78
40-540-910	.00	.00	38,641.78	.00	.00	-38,641.78
W & S 1975 BOND PRINCIPAL	.00	.00	.00	.00	.00	.00
40-540-911	.00	.00	.00	.00	.00	.00
C OF O 2011 INTEREST	.00	.00	.00	.00	.00	-1,024.72
40-540-912	.00	.00	1,024.72	8,523.54	.00	-1,024.72
SARA LOAN INTEREST	.00	.00	.00	.00	.00	-7,404.00
40-540-913	.00	.00	7,404.00	9,060.92	.00	-7,404.00
W & S 1975 INTEREST	.00	.00	.00	.00	.00	.00
40-540-914	.00	.00	.00	.00	.00	.00
W & S 1975 BOND ADMIN FEE	.00	.00	.00	.00	.00	.00
40-540-915	.00	.00	.00	.00	.00	.00
BOND ISSUE COST	.00	.00	.00	.00	.00	.00
40-540-916	.00	.00	.00	.00	.00	.00
2016 SERIES BOND PAYMENT	.00	.00	.00	.00	.00	.00
40-540-916 -	.00	.00	.00	.00	.00	.00
2016 SERIES - INTEREST PAYMENT	.00	.00	.00	27,732.00	.00	.00
40-540-917	.00	.00	.00	70,857.00	.00	.00
2016 SERIES BOND - ADMIN FEE	.00	.00	.00	200.00	.00	.00
40-540-918	.00	.00	.00	400.00	.00	.00
2017 REFUNDING/INTEREST	.00	.00	.00	.00	.00	.00
40-540-919	.00	.00	.00	.00	.00	.00
MISCELLANEOUS EXPENSE	500.00	6,881.55	.00	.00	.00	3,930.45
40-540-920	.00	7,381.55	3,451.10	400.00	46.75	3,930.45
CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
40-599-500	.00	.00	.00	.00	.00	.00
WATER METERS	.00	.00	.00	.00	.00	.00
41-500-100	.00	.00	.00	.00	.00	.00
WATER LINE REPLACEMENT	.00	.00	.00	.00	.00	.00
41-510-100	.00	.00	.00	.00	.00	.00
ENGINEERING - WATER LINE	.00	.00	.00	.00	.00	.00
41-510-115	.00	.00	.00	.00	.00	.00
WELL #7 PROJECT	.00	.00	.00	.00	.00	.00
41-520-100	.00	.00	.00	.00	.00	.00

EXPENSE REPORT - ALL FUNDS

September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
ENGINEERING - WATER WELL #7	.00	.00	.00	.00	.00	.00
41-520-115	.00	.00	.00	.00	.00	.00
MISC - WATER WELL #7	.00	.00	.00	.00	.00	.00
41-520-120	.00	.00	.00	.00	.00	.00
ELEVATED TOWER CONSTRUCTION	.00	.00	.00	.00	.00	.00
41-530-100	.00	.00	.00	.00	.00	.00
ELEVATED TOWER CONSTRUCTION	.00	.00	.00	.00	.00	.00
41-530-101	.00	.00	.00	.00	.00	.00
ELEVATED TOWER MISC/CONTINGENC	.00	.00	.00	.00	.00	.00
41-530-110	.00	.00	.00	.00	.00	.00
ELEVATED TOWER LEGAL/ACQUIS	.00	.00	.00	.00	.00	.00
41-530-111	.00	.00	.00	.00	.00	.00
ENG - ELEVATED WATER TOWER	.00	.00	.00	.00	.00	.00
41-530-115	.00	.00	.00	.00	.00	.00
ELEVATED TOWER	.00	.00	.00	.00	.00	.00
41-530-116	.00	.00	.00	.00	.00	.00
Water/Filter Plant Line	.00	.00	.00	.00	.00	.00
41-540-100	.00	.00	.00	.00	.00	.00
Water/Filter Plant Misc	.00	.00	.00	.00	.00	.00
41-540-110	.00	.00	.00	.00	.00	.00
Water/Filter Plant Engineer	.00	.00	.00	.00	.00	.00
41-540-115	.00	.00	.00	.00	.00	.00
WELL PROJECT	.00	.00	.00	.00	.00	.00
50-540-100	.00	.00	.00	.00	.00	.00
TRANSFER OUT	.00	.00	.00	.00	.00	.00
51-500-200	.00	.00	.00	.00	.00	.00
SEWER IMPACT PROJECTS	.00	.00	.00	.00	.00	.00
51-500-300	.00	.00	.00	.00	.00	.00
TRANSFER OUT	.00	.00	.00	.00	.00	.00
51-900-200	.00	.00	.00	.00	.00	.00
Grand Total::	6,571,076.00	1,223,756.17	381,696.96	744,300.90	.00	729,542.39
	248,342.31	8,043,174.48	7,313,632.09	5,511,269.39	90.93	729,542.39

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

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	386,345.00	.00 386,345.00	638.59 352,993.04	2,678.29 290,221.17	91.37 100.00	33,351.96
AD VALORUM TAXES - DELINQUENT 10-400-015	5,000.00	.00 5,000.00	.00 .00	.00 894.45	.00 100.00	5,000.00
AD VALORUM TAXES - ATT FEES 10-400-020	750.00	.00 750.00	.00 .00	.00 105.60	.00 100.00	750.00
AD VALORUM TAXES - PEN & INT 10-400-025	2,000.00	.00 2,000.00	102.84 2,522.25	3.11 1,422.33	126.11 100.00	-522.25
AD VALORUM TAXES - TAX CERT 10-400-030	33.00	.00 33.00	.00 225.73	.00 .00	684.03 .00	-192.73
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	.00	.00 .00	.00 2,780.00	75.00 550.00	.00 100.00	-2,780.00
PARK USE INCOME 10-400-050	6,000.00	.00 6,000.00	125.00 2,215.00	-5,414.63 2,945.00	36.92 100.00	3,785.00
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	18,000.00	.00 18,000.00	250.00 21,025.00	.00 19,325.00	116.81 100.00	-3,025.00
PERMITS 10-400-065	105,000.00	.00 105,000.00	1,312.50 49,061.30	4,079.30 417,430.88	46.73 100.00	55,938.70
VARIANCE, ZONING, SUP REQUEST 10-400-066	2,000.00	.00 2,000.00	.00 1,341.00	300.00 1,581.14	67.05 100.00	659.00
CREDIT CARD REWARD REVENUE 10-400-070	15,000.00	.00 15,000.00	.00 14,624.00	.00 19,994.58	97.49 100.00	376.00
CONTRACTOR REGISTRATION 10-400-071	3,000.00	.00 3,000.00	100.00 5,500.00	300.00 3,000.00	183.33 100.00	-2,500.00
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	82.47 3,197.62	20,207.78 48,888.46	10.66 100.00	26,802.38
RESTITUTION 10-400-090	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

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 10-400-095	6,000.00	.00 6,000.00	.00 30.00	30.00 348.39	.50 100.00	5,970.00
OPIOID SETTLEMENT 10-400-096	.00	.00 .00	.00 958.16	.00 -19.07	.00 100.00	-958.16
POLICE SECURITY 10-400-097	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STATE SALES TAX 10-400-110	1,642,209.00	.00 1,642,209.00	111,076.23 1,354,418.24	201,525.38 1,290,221.30	82.48 100.00	287,790.76
STREET SALES TAX 10-400-111	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PROPERTY RELIEF SALES TAX 10-400-115	.00	.00 .00	27,769.06 338,688.58	82,445.93 319,332.22	.00 100.00	-338,688.58
MIXED BEVERAGE TAX 10-400-120	25,000.00	.00 25,000.00	2,728.27 29,504.71	3,239.91 28,276.04	118.02 100.00	-4,504.71
NSF CHECK FEE 10-400-125	25.00	.00 25.00	.00 35.00	.00 .00	140.00 .00	-10.00
FRANCHISE TAX 10-400-150	78,000.00	.00 78,000.00	8,311.23 91,364.78	-3,816.75 83,178.39	117.13 100.00	-13,364.78
AMERICAN TOWER LEASE 10-400-151	.00	.00 .00	.00 16,610.18	.00 16,127.00	.00 100.00	-16,610.18
SALE OF PROPERTY 10-400-152	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
CERTIFICATE OF OCCUPANCY 10-400-155	3,000.00	.00 3,000.00	200.00 1,600.00	250.00 3,500.00	53.33 100.00	1,400.00
LITTLE LEAGUE ANNUAL FEES 10-400-156	28,500.00	.00 28,500.00	.00 28,530.00	.00 28,540.00	100.11 100.00	-30.00
LEASE PROCEEDS 10-400-190	2,550.00	.00 2,550.00	.00 .00	.00 .00	.00 .00	2,550.00
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	950.00	.00 950.00	.00 2,721.13	.00 2,526.71	286.43 100.00	-1,771.13
PD NATIONAL NIGHT OUT 10-400-455	1,000.00	.00 1,000.00	.00 .00	.00 607.75	.00 100.00	1,000.00

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
PD GOLF TOURAMENT REVENUE 10-400-456	.00	.00 .00	.00 .00	.00 17,256.00	.00 100.00	.00
MISCELLANEOUS POLICE INCOME 10-400-901	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
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	9,500.00	.00 9,500.00	.00 .00	.00 1,705.00	.00 100.00	9,500.00

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

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 SRO OFFICER 10-410-286	290,568.00	.00 290,568.00	144,828.16 289,656.34	8,504.64 282,632.12	99.69 100.00	911.66
OMNI COLLECTIONS 10-410-290	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
COPS LVISD 10-410-296	15,000.00	.00 15,000.00	.00 15,653.75	.00 14,696.50	104.36 100.00	-653.75
LVISD ADMINISTRATION FEES 10-410-297	38,056.00	.00 38,056.00	14,482.82 31,016.23	.00 6,778.46	81.50 100.00	7,039.77
POLICE REPORTS 10-410-298	550.00	.00 550.00	48.00 491.10	72.00 378.00	89.29 100.00	58.90
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	.00 60,000.00	.00 60,000.00	100.00 100.00	.00
MDD TRANSFER IN 10-410-301	.00	.00 .00	9,776.25 78,489.51	.00 .00	.00 .00	-78,489.51
INDINGENT DEFENSE FUND (IDF) 10-415-315	300.00	.00 300.00	.88 57.06	14.68 122.12	19.02 100.00	242.94
LOCAL TRAFFIC FINE 10-415-320	1,500.00	.00 1,500.00	90.11 1,369.07	49.48 789.93	91.27 100.00	130.93
LOCAL CONSOLIDATED COURT COST 10-415-321	1,000.00	.00 1,000.00	.00 323.00	.00 473.84	32.30 100.00	677.00
MOVING VIOLATION FEE (MVF) 10-415-325	25.00	.00 25.00	.00 .85	.53 2.38	3.40 100.00	24.15
STATE JURY FEE (JRF) 10-415-330	500.00	.00 500.00	1.75 115.03	29.37 220.44	23.01 100.00	384.97
LOCAL JURY 10-415-331	100.00	.00 100.00	.00 3.85	.00 24.12	3.85 100.00	96.15
STATE JUDICIAL SUPPORT FUND (J 10-415-335	600.00	.00 600.00	2.63 637.40	44.05 330.37	106.23 100.00	-37.40
STATE CONSOLIDATED COURT COST 10-415-340	30,000.00	.00 30,000.00	1,815.20 34,951.16	1,072.87 1,393.62	116.50 100.00	-4,951.16
STATE TRAFFIC FINE (STF) 10-415-345	15,000.00	.00 15,000.00	1,480.02 21,632.94	549.91 11,418.29	144.22 100.00	-6,632.94
TECHNOLOGY FUND 10-415-350	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
FINE 10-415-355	45,000.00	.00 45,000.00	3,025.91 51,775.56	1,088.23 31,177.84	115.06 100.00	-6,775.56

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
TIME PAYMENT FEE 10-415-360	750.00	.00 750.00	10.95 130.40	.00 248.38	17.39 100.00	619.60
WARRANT FEE 10-415-365	7,000.00	.00 7,000.00	63.93 5,510.68	443.00 7,083.45	78.72 100.00	1,489.32
ADMINISTRATIVE FEE 10-415-370	800.00	.00 800.00	127.94 1,828.74	20.00 676.41	228.59 100.00	-1,028.74
DISMISSAL FEE 10-415-371	1,800.00	.00 1,800.00	180.00 950.00	20.00 480.00	52.78 100.00	850.00
ARREST FEE 10-415-372	3,000.00	.00 3,000.00	147.16 2,841.03	82.84 1,781.59	94.70 100.00	158.97
COLLECTION FEE (AMS) 10-415-375	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
OMNI COLLECTION FEE 10-415-380	3,000.00	.00 3,000.00	48.90 1,875.33	148.25 2,256.28	62.51 100.00	1,124.67
DEFERRED FEE 10-415-385	15,000.00	.00 15,000.00	1,924.30 21,884.39	724.77 9,888.92	145.90 100.00	-6,884.39
CHILD SAFETY FINE 10-415-390	50.00	.00 50.00	.00 .00	.00 .00	.00 .00	50.00
SCHOOL ZONE VIOLATION FEE 10-415-391	750.00	.00 750.00	50.00 525.00	25.00 1,102.90	70.00 100.00	225.00
TRUANCY PREVENTION FEE 10-415-392	2,000.00	.00 2,000.00	145.85 2,675.44	76.84 1,464.97	133.77 100.00	-675.44
SEATBELT FEE 10-415-393	400.00	.00 400.00	.00 -9,614.84	-5,975.38 -13,297.12	-2,403.71 100.00	10,014.84
LOCAL TRUANCY PREVENTION 10-415-394	20.00	.00 20.00	.00 .00	.00 .00	.00 .00	20.00
RESTITUTION INCOME 10-415-395	.00	.00 .00	.00 .00	.00 200.00	.00 100.00	.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	.00 250,000.00	.00 .00	.00 .00	-250,000.00
POLICE GOLF TOUR 10-520-286	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
TRANSFER IN 10-900-100	.00	12,666.00 12,666.00	.00 12,666.66	.00 .00	100.01 .00	-.66
2024 SERIES COO PROCEEDS 11-400-010	.00	.00 .00	.00 .00	.00 1,250,000.00	.00 100.00	.00
BOND ADDITIONAL FEES 11-400-015	.00	.00 .00	.00 .00	.00 5,324.60	.00 100.00	.00
INTEREST INCOME 11-400-080	.00	.00 .00	80.81 1,444.95	20,552.47 33,494.56	.00 100.00	-1,444.95
BANK INTEREST 12-400-080	12,500.00	.00 12,500.00	932.08 12,563.47	3,031.33 26,221.91	100.51 100.00	-63.47
MISC INCOME 12-400-095	.00	.00 .00	.00 .00	.00 494.95	.00 100.00	.00
MUNICIPAL DEVELOPMENT DISTRICT 12-400-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
SALES TAX 12-400-110	551,050.00	.00 551,050.00	53,551.87 662,856.59	93,107.42 624,802.17	120.29 100.00	-111,806.59
EVENT VENDORS/DONATIONS 12-400-120	25,000.00	.00 25,000.00	.00 67,111.38	.00 42,105.62	268.45 100.00	-42,111.38
TRANSFER FROM HOT 12-400-130	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
STREET MAINTENANCE TAX 14-400-010	327,555.00	.00 327,555.00	27,769.06 338,604.58	54,215.77 319,332.23	103.37 100.00	-11,049.58
INTEREST INCOME 14-400-080	6,600.00	.00 6,600.00	104.25 1,371.99	6,194.00 15,840.36	20.79 100.00	5,228.01
INTEREST INCOME 15-400-080	900.00	.00 900.00	77.31 1,164.16	129.12 1,882.09	129.35 100.00	-264.16
HOTEL TAX REVENUE 15-400-100	70.00	69,930.00 70,000.00	4,503.29 66,153.01	9,050.30 66,366.81	94.50 100.00	3,846.99
FORFEITURES 16-400-010	.00	.00 .00	.00 .00	.00 1,471.67	.00 100.00	.00
INTEREST 16-400-080	.00	.00 .00	.55 8.99	1.00 25.98	.00 100.00	-8.99
GENERAL - CARES ACT GRANT 18-400-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PD - AACOG - COVID GRANT 18-410-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PD - AACOG BODY ARM GRANT REV 18-415-100	.00	.00 .00	.00 .00	.00 30,219.98	.00 100.00	.00

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

JULY PERIOD 07/2025

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
PD AACOG TRAINING/ AED GRANT 18-416-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PD/FIRE RADIO GRANT 18-417-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
ACOG 2023 GRANT PD 18-418-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PARK - GRANTS 18-420-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
GVEC POWER UP GRANT REVENUE 18-430-100	.00	.00 .00	.00 20,000.00	.00 .00	.00 .00	-20,000.00
FEMA COVID RECOVERY REVENUE 18-440-100	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
AD VALOREM TAX 20-100-101	433,650.00	.00 433,650.00	.00 .00	.00 .00	.00 .00	433,650.00
TRANSFER FROM OTHER FUNDS 20-100-102	8,231.00	.00 8,231.00	.00 .00	.00 .00	.00 .00	8,231.00
INTEREST 20-100-103	100.00	.00 100.00	.00 .00	.00 .00	.00 .00	100.00
DEFERRED REVENUE 20-200-310	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
AD VALORUM TAXES - CURRENT 20-400-010	.00	.00 .00	161.52 101,061.92	.00 .00	.00 .00	-101,061.92
AD VALORUM TAXES - PEN & INT 20-400-025	.00	.00 .00	22.88 349.81	.00 .00	.00 .00	-349.81
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	15.00	.00 15.00	.58 5.65	.17 4.88	37.67 100.00	9.35
COURTHOUSE SECURITY FEES 25-410-210	2,006.00	.00 2,006.00	143.39 2,632.89	82.81 1,504.87	131.25 100.00	-626.89
INTEREST 35-400-080	80.00	.00 80.00	5.04 81.56	10.72 170.75	101.95 100.00	-1.56
STATE COURT COST - TECH FEE 35-410-270	2,660.00	.00 2,660.00	117.72 2,209.32	79.65 1,317.82	83.06 100.00	450.68

REVENUE REPORT - ALL FUNDS
September 2025

Section 4, Item C.

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
INTEREST INCOME 40-400-080	1,000.00	.00 1,000.00	.00 .01	.00 32.94	.00 100.00	999.99
MISC INCOME 40-400-095	1,000.00	.00 1,000.00	.00 .00	9,912.59 9,912.59	.00 100.00	1,000.00
NSF CHECK FEE 40-400-125	200.00	.00 200.00	35.00 315.00	.00 540.00	157.50 100.00	-115.00
SALES TAX INCOME 40-400-505	.00	.00 .00	2,914.74 33,548.68	-24,731.51 .00	.00 .00	-33,548.68
WATER SALES 40-400-510	835,000.00	.00 835,000.00	108,183.94 1,023,015.76	70,603.31 769,672.53	122.52 100.00	-188,015.76
SEWER SALES 40-400-520	255,000.00	.00 255,000.00	29,155.47 316,406.51	22,791.27 247,725.11	124.08 100.00	-61,406.51
INFRASTRUCTURE REPAIR 40-400-525	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
PENALTIES 40-400-530	7,000.00	.00 7,000.00	589.65 11,343.48	1,017.84 9,854.91	162.05 100.00	-4,343.48
METER TAMPERING FEE 40-400-535	.00	.00 .00	.00 .00	.00 75.00	.00 100.00	.00
OPER & MAINTENANCE 40-400-540	30,000.00	.00 30,000.00	2,702.50 33,219.29	564.37 29,694.00	110.73 100.00	-3,219.29
GARBAGE SALES 40-400-550	420,000.00	.00 420,000.00	43,330.67 501,591.37	50,747.07 426,268.47	119.43 100.00	-81,591.37
OVERPAYMENT 40-400-555	8,000.00	.00 8,000.00	52.46 -4,190.83	-6,136.58 .00	-52.39 .00	12,190.83
NEW WATER METER FEES 40-400-560	13,000.00	.00 13,000.00	.00 4,363.48	-3,432.00 .00	33.57 .00	8,636.52
NEW WATER CONSTRUCTIONS FEE 40-400-562	8,000.00	.00 8,000.00	.00 9,125.24	.00 .00	114.07 .00	-1,125.24
NEW SEWER CONSTRUCTION FEES 40-400-565	3,000.00	.00 3,000.00	.00 .00	.00 .00	.00 .00	3,000.00
RECONNECTIONS 40-400-570	4,000.00	.00 4,000.00	306.13 4,380.91	54.39 2,950.00	109.52 100.00	-380.91
SEWER IMPACT FEES 40-400-580	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
WATER IMPACT FEES 40-400-585	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
WATER DEPOSITS 40-400-590	18,000.00	.00 18,000.00	800.00 16,192.03	-16,374.41 .00	89.96 .00	1,807.97

REVENUE REPORT - ALL FUNDS
September 2025

1 Section 4, Item C.
JM PERIOD 09/2025

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
ADMIN FEE 40-400-591	5,000.00	.00 5,000.00	125.00 2,775.89	275.00 3,125.00	55.52 100.00	2,224.11
GREASE TRAP PERMITS 40-400-592	500.00	.00 500.00	.00 .00	.00 .00	.00 .00	500.00
ADJUSTMENTS 40-400-595	1,000.00	.00 1,000.00	877.01 3,644.20	-911.70 .00	364.42 .00	-2,644.20
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
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	.02 .28	.04 .62	.00 100.00	-.28
ELEVATED TOWER CONSTRUCTION 41-530-900	.00	.00 .00	.00 .00	.00 .00	.00 .00	.00
INTEREST INCOME 50-400-080	.00	.00 .00	22.23 372.86	51.09 828.90	.00 100.00	-372.86
WATER IMPACT FEES 50-400-585	5,000.00	.00 5,000.00	.00 5,743.44	316.32 2,056.08	114.87 100.00	-743.44
INTEREST INCOME 51-400-080	.00	.00 .00	4.01 67.17	9.20 148.98	.00 100.00	-67.17
SEWER IMPACT FEES 51-400-580	3,000.00	.00 3,000.00	.00 1,446.87	64.86 389.16	48.23 100.00	1,553.13
*** GRAND TOTAL	5,890,748.00	82,596.00 5,973,344.00	607,516.13 6,438,373.31	604,170.31 6,944,137.69	107.79 100.00	-465,029.31

ORDINANCE NO. 111325-01

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMENDING ZONING CODE CHAPTER 38 AND THE CITY'S OFFICIAL ZONING MAP PROVIDING FOR THE CHANGE OF ZONING DISTRICT CLASSIFICATION FROM PRESENT CLASSIFICATION OF SINGLE RESIDENTIAL AGRICULTURE (R-A) TO (R-2) GENERAL RESIDENCE DISTRICT FOR THE PROPERTY DESCRIBED AS CITY OF LA VERNIA, LOT 163A, 376 DRY HOLLOW RD LA VERNIA, TX 78121, ACRES 4.34; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

utilities, public safety and the general welfare of the residents of the City of La Vernia;

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

SECTION 1. Chapter 38 and the City's Zoning Map of the City of La Vernia, Texas are hereby amended as follows:

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

CITY OF LA VERNIA, LOT 163A, ACRES 4.34, located at 376 DRY HOLLOW RD LA VERNIA, TX 78121, AS DISPLAYED IN ATTACMENT A

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS, ON THIS 13TH DAY OF NOVEMBER, 2025.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Madison Farrow, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office

ATTACMENT A

Legal Public Notice

Section 5, Item A.

NOTICE OF PUBLIC HEARING

PROPOSED CHANGE OF ZONING DISTRICT CLASSIFICATION LA VERNIA PLANNING AND ZONING & CITY COUNCIL

The La Vernia Planning and Zoning Commission will hold a public hearing on Wednesday, November 12th, 2025, at 6:30 p.m. & La Vernia City Council on Thursday, November 13th, 2025, at 6:30 p.m. in the City Council Chambers located at 102 E. Chihuahua Street, La Vernia, Texas 78121 to receive public comment and testimony on the application to rezone 376 DRY HOLLOW RD LA VERNIA, TX 78121 LOT 163A, ACRES 4.34

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

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

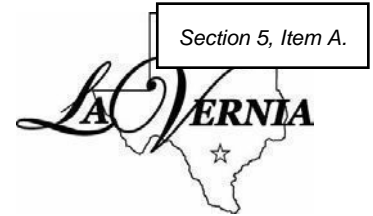
All interested persons are invited to attend and be heard. Draft materials, if available, may be reviewed at City Hall during regular business hours or by request to Madison Farrow, 830-779-4541x5, Mfarrow@lavernia-tx.gov

42

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

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

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



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

Name Dominion Holdings Management Group | Michael Gobart

Mailing Address P.O. Box 1208

Telephone 210 382-4924 Fax _____ Mobile 210 382-4924 Email questions@dominionhmg.com

Property Address/Location 376 Dry Hollow, La Vernia, 78121

Legal Description
Name of Subdivision CITY OF LA VERNIA, LOT 163A, ACRES 4.34

Lot(s) 163A Block(s) _____ Acreage 4.34

Existing Use of Property Raw Land

Proposed Use of Property (attach additional or supporting information if necessary) Multi Family Housing

Zoning Change Request: Current Zoning R - A Residential Proposed Zoning R-2 General Residence District

If "PDD Planned Development District", check if: Concept Plan _____ or Detail Plan _____

Reason for request (please explain in detail and attach additional pages if needed) _____


Current zoning does not permit multi-family housing. We are seeking to develop and building housing for growing workforce needs in the La Vernia area.

Attachments:

- ☒ Accurate metes and bounds description of the subject property (or other suitable legal description)
☒ Survey exhibit and other appropriate exhibits as deemed necessary by the city including, but not limited to, site plans, maps, architectural elevations, and information about proposed uses.
☒ Notarized statement verifying land ownership and if applicable, authorization of land owner's agent to file the zoning change request.

A denied application is ineligible for reconsideration for one year.

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


Signature of Owner(s)/Agent

10/14/2025
Date

For Office Use Only

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

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

T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT

Date: 9 Jun 2005 GF No. _____
 Name of Affiant(s): KEITH JOHNSON
 Address of Affiant: _____
 Description of Property: 4.34 ACRES +/- 376 DRY HOLLOW RD, LA VILLA TX 78121
 County: WILSON, Texas
 Date of Survey: JUNE 2004

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of TX, personally appeared Affiant(s) who after by me being duly sworn, stated:

1. I am an owner of the Property. (Or state other basis for knowledge by Affiant of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. I am familiar with the property and the improvements located on the Property.
3. I am closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of my actual knowledge and belief, since Date of the Survey, there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which construction occurred on or near the boundary of the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below):

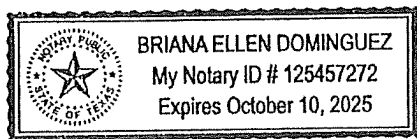
- NONE -

5. I understand that Title Company is relying on the truthfulness of the statements made in this Affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. I understand that I have no liability to Title Company should the information in this Affidavit be incorrect other than information that I personally know to be incorrect and which I do not disclose to the Title Company.

<p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Signed:</p> <p><u>Keith Johnson</u></p> <p>Affiant</p>	<p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Signed:</p> <p>_____</p> <p>Affiant</p>
---	--

SWORN AND SUBSCRIBED this 9th day of June, 2025.



Briana Ellen Dominguez
Notary Public

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

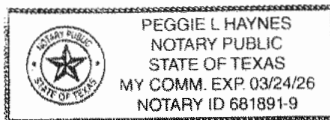
Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

DATED this the 22 day of **March, 2024**.

Isabella Grace Brietzke
ISABELLA GRACE BRIETZKE, a
single woman

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on this the 22 day of **March, 2024**, by **ISABELLA GRACE BRIETZKE, a single woman.**



Peggie L. Haynes
Notary Public, State of Texas

982.Deeds2
Seguin Title (PH)
GF#035450STC

**Wilson County
Genevieve
Martinez
Wilson County Clerk**

Instrument Number: 141069

eRecording - Real Property

GENERAL W/D

Recorded On: March 25, 2024 08:29 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$29.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 141069
Receipt Number: 20240322000041
Recorded Date/Time: March 25, 2024 08:29 AM
User: Loretta R
Station: CC-2210

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF WILSON**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Wilson County, Texas.

Genevieve Martinez

Genevieve Martinez
Wilson County Clerk
Floresville, TX

Keith Johanson
PO Box 460
La Vernia, TX 78121
(830) 779-7171

September 2, 2025

To: City of La Vernia — Planning & Zoning Department

Subject: Owner Authorization for Zoning Change Application (Agent Authorization Letter)

I/We, **Keith Johanson**, the owner(s) of the real property described below, hereby authorize **[Michael Gobart]** to act as my/our agent for the limited purpose of preparing, signing, filing, and pursuing a **Zoning Change Application** with the City of La Vernia, including:

1. Completing and submitting application forms, site information, and supporting materials.
2. Paying fees and responding to staff comments and requests for information.
3. Receiving notices, appearing at meetings/hearings, and speaking on my/our behalf.
4. Taking any other reasonable actions necessary to process the Zoning Change Application for the property identified below.

Property Information

- Property Address: **376 Dry Hollow, La Vernia, TX 78121**
- Property ID: Lot 163A, City of La Vernia, 4.34 ACRES

This authorization is **limited** to the zoning change request for the above property and shall remain in effect through the conclusion of the City's consideration of the application, including the hearing anticipated for **November [Year]** (second Tuesday), unless earlier revoked by me/us in writing and delivered to the City. A copy of the recorded deed is attached and incorporated by reference.

Owner(s) Signature(s): Keith Johanson

Keith Johanson

Owner

PO Box 460, La Vernia, TX 78121

(830) 779-7171

johansonrentals@gmail.com

September 2, 2025

Texas Notary Acknowledgment

State of Texas

County of Wilson

This instrument was acknowledged before me on **September 2, 2025** by **Keith Johanson**,
Owner.

Keith Johanson

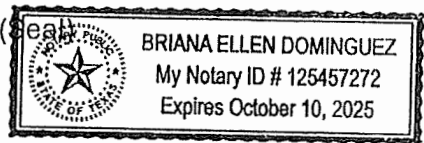
Notary Public, State of Texas

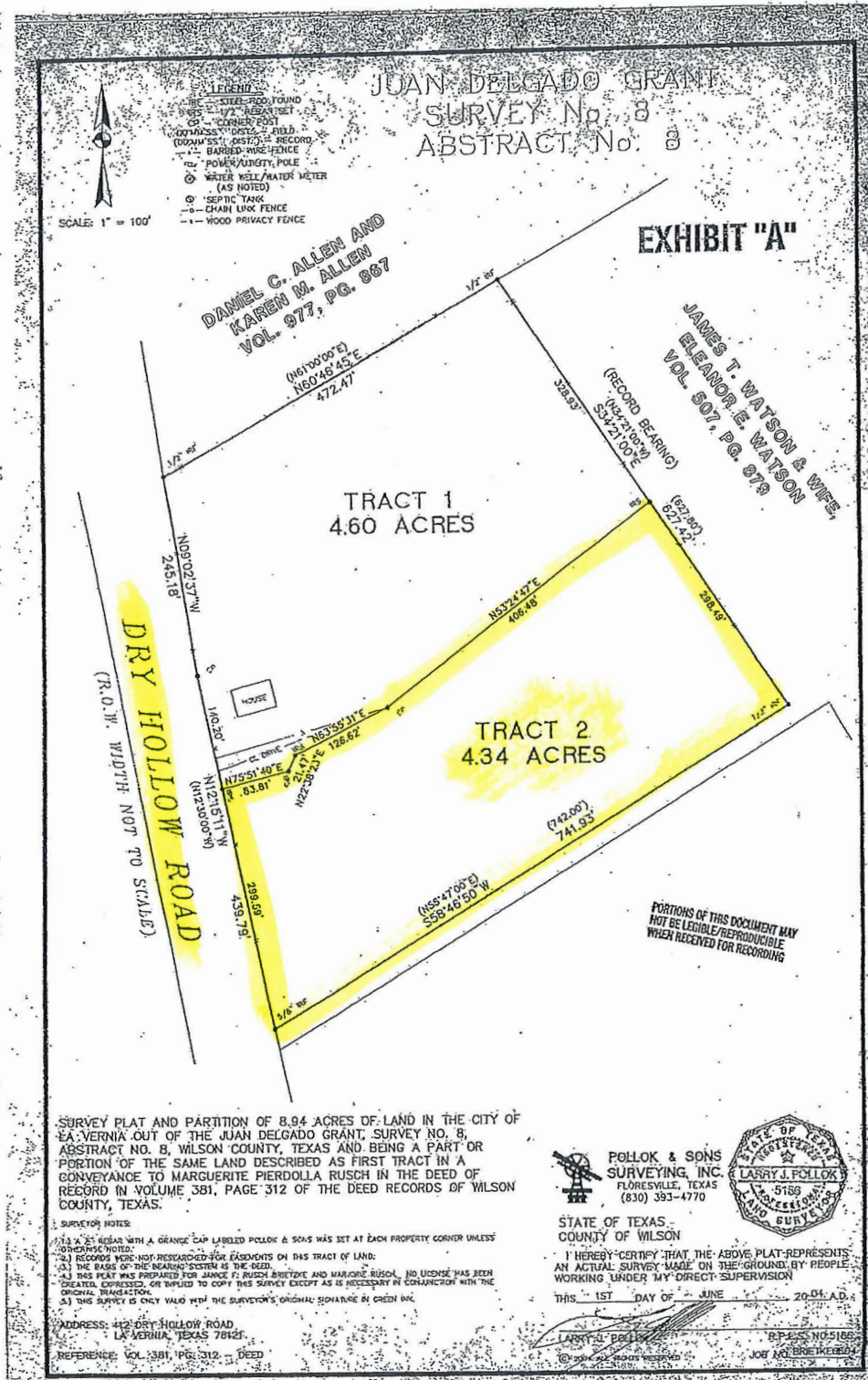
Printed Name: Briana Ellen Dominguez

My Commission Expires: 10-10-25

Notary ID: 125457272

Briana Ellen Dominguez







Dry Hollow Rd

20139356

27390

WOODED AREA

Kyle

7356

Dry Hollow Rd

MG Legacy Custom Homes


From: Lindsey Wheeler <lboyd@lavernia-tx.gov>
Sent: Monday, June 9, 2025 3:47 PM
To: michael mglegacycustomhomes.com
Subject: Re: (163A) - 376 Dry Hallow: Water & Sewer

Hi! I chatted with our engineer about these questions.

We discussed that neither water nor sewer should be an issue. The slope is the correct direction for the sewer as well. This will likely put the 6” gravity line close to capacity, however there is limited land that remains for development outside of the floodplain.

Their biggest concern in this area is drainage and ensuring you do not create additional flooding issues for the residents. Are you planning to build on more than just the 4 acres shown as 376 Dry Hollow Rd?

Lindsey Wheeler, MPA
City Administrator
City of La Vernia
O: 830-779-4541
C: 830-391-1206
lboyd@lavernia-tx.gov

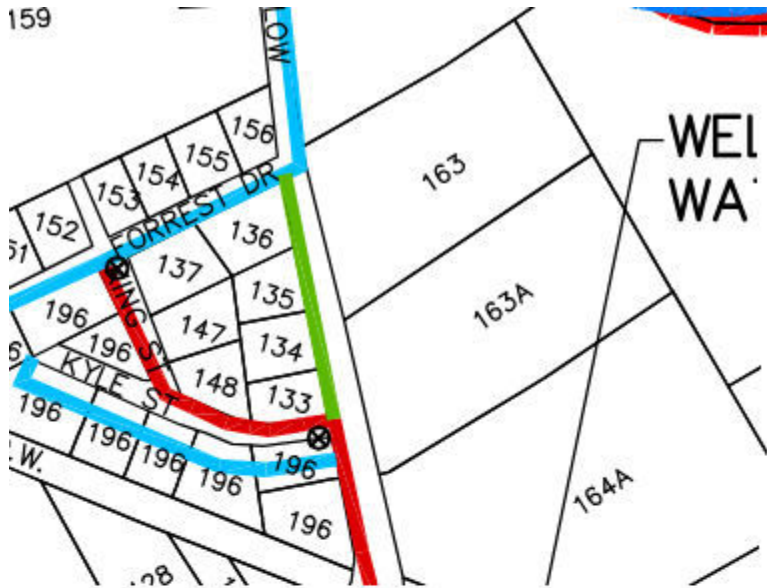
 [Book time to meet with me](#)

From: michael mglegacycustomhomes.com
Sent: Monday, June 9, 2025 2:12 PM
To: Lindsey Wheeler
Subject: (163A) - 376 Dry Hallow: Water & Sewer

Lindsey, thank you for speaking with me earlier this afternoon.

Current infrastructure shows an existing 6” water main and an existing 6” sanitary sewer gravity main.

Would you let me know what the city’s perspective is on servicing (48) 2 Bed | 2 Bath units with existing infrastructure?



JUNE 2009
REVISED OCTOBER 2011

- EXISTING 1" WATER MAIN
- EXISTING 1 1/2" WATER MAIN
- EXISTING 2" WATER MAIN
- EXISTING 3" WATER MAIN
- EXISTING 4" WATER MAIN
- EXISTING 6" WATER MAIN
- EXISTING 8" WATER MAIN
- EXISTING 10" WATER MAIN
- EXISTING 12" WATER MAIN
- EXISTING FLUSH VALVE
- ⊗ EXISTING FIRE HYDRANT
- - - APPROXIMATE CCN
- - - ETJ
- - - CITY LIMITS

EXHIBIT 6-EXISTING SANITARY SEWER SYSTEM LA VERNIA, WILSON COUNTY, TEXAS

JUNE 2009
REVISED OCTOBER 2011

- EX. 4" SANITARY SEWER FORCE MAIN
- EX. 6" SANITARY SEWER FORCE MAIN
- EX. 8" SANITARY SEWER GRAVITY MAIN
- EX. 8" SANITARY SEWER GRAVITY MAIN
- EX. 10" SANITARY SEWER GRAVITY MAIN
- EX. 12" SANITARY SEWER GRAVITY MAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT



I appreciate your help.

Michael Gobart

Builder | Manager

MG Legacy Custom Homes, LLC

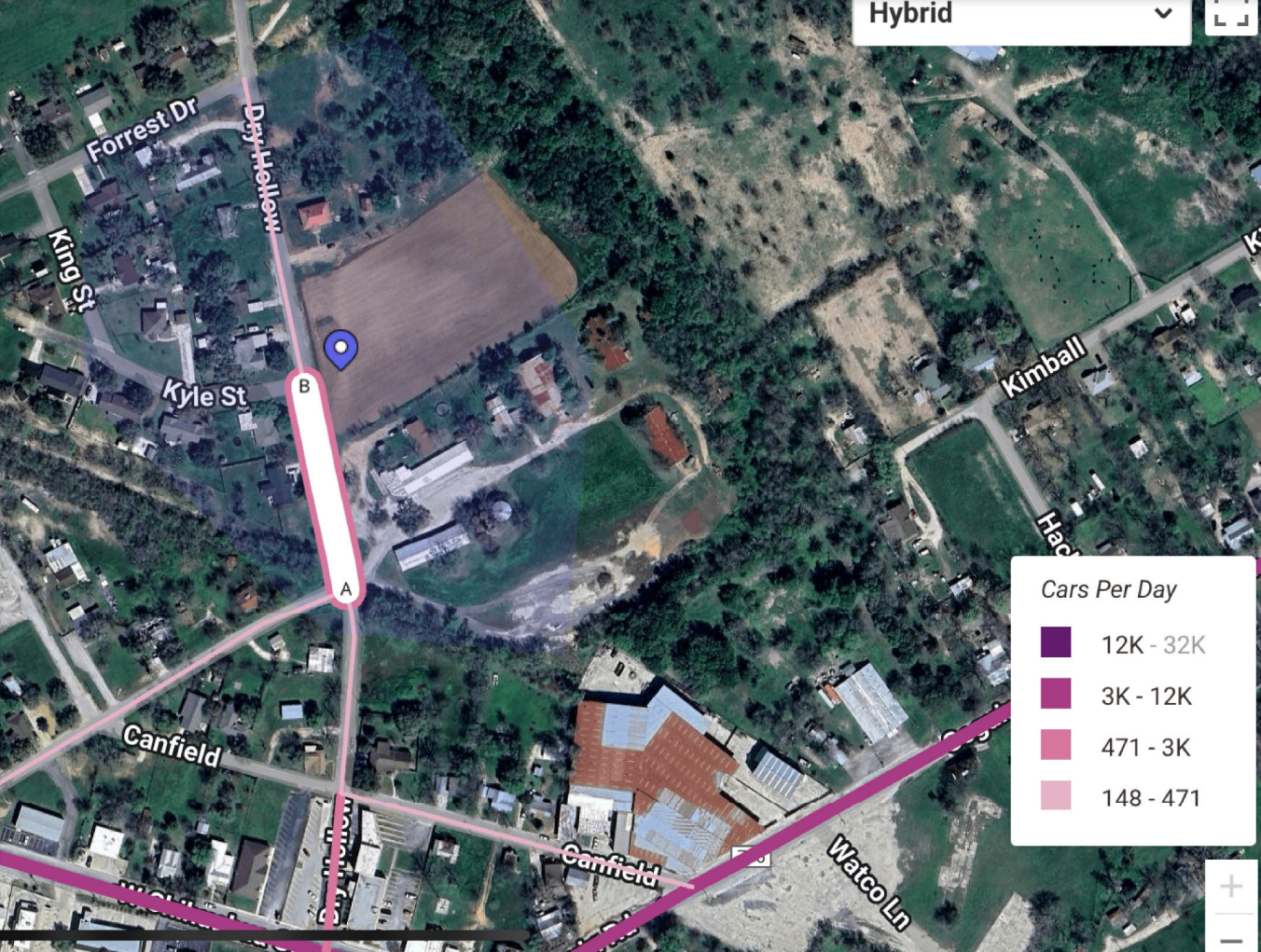
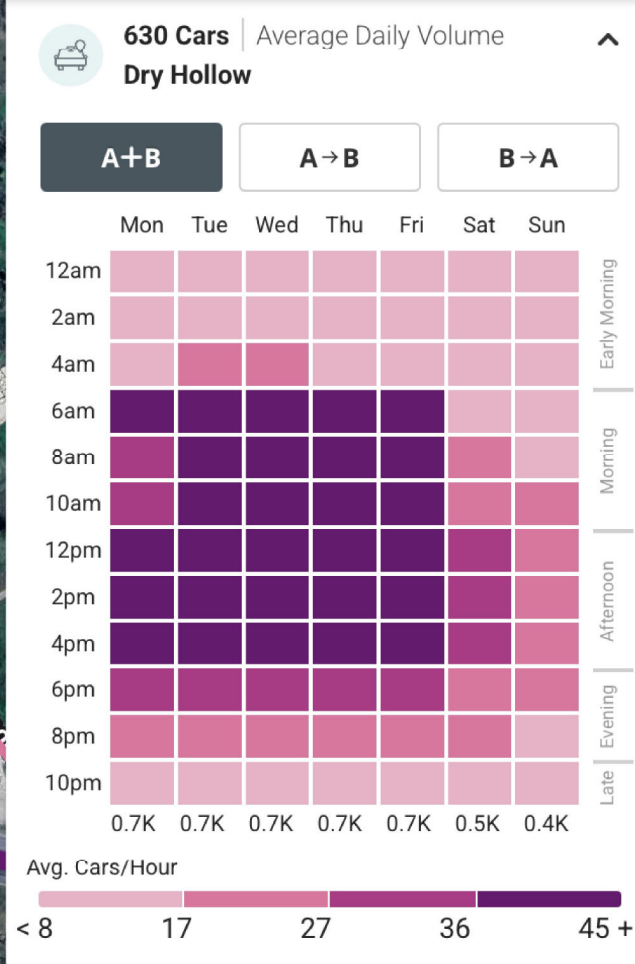
michael@mglegacycustomhomes.com

www.mglegacycustomhomes.com

Dry hollow

302 Dry Hollow, La Vernia, TX 78121

+
📅 Last full 12 months ▾
⚙️
📄



376 Dry Hollow Lot 163A, La Vernia, 78121

Section 5, Item A.





**DOMINION
HOLDINGS**
MANAGEMENT GROUP

376

**Dry Hollow
Lot 163A**

La Vernia, 78121



P.O. Box 1208
La Vernia, TX 78121
(210) 866-6958
questions@dominionhmg.com



376 Dry Hollow Lot 163A, La Vernia, 78121



P.O. Box 1208
La Vernia, TX 78121
(210) 866-6958
questions@dominionhmg.com



NOTICE OF PUBLIC HEARING

The City of La Vernia Planning & Zoning Commission & City Council will hold a public hearing at the request of: **MICHAEL GOBART Dominion Holdings Management Group** who is representing **JOHANSON, KEITH** the landowner.

Property: Current Legal Description: **376 DRY HOLLOW RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 163A, ACRES 4.34** proposed as a General Residence District.

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

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

A public hearing for this request is scheduled before the Planning & Zoning Commission on Wednesday, November 12th, 2025, at 6:30 pm & City Council on Thursday, November 13th, 2025, at 6:30 pm. The meeting will be held in the City Hall Council Chambers, 102 E. Chihuahua St., open to the public. To submit written comments, please complete the information below, including your signature, and return (before the meeting) to:

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

Email: MFarrow@lavernia-tx.gov

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

Madison Farrow, City Secretary

YOUR OPINION MATTERS – DETACH AND RETURN

Circle one

I am **(in favor)** **(opposed to)** the proposed re-zone for the property- Current Legal Description: Current Legal Description: **376 DRY HOLLOW RD LA VERNIA, TX 78121 CITY OF LA VERNIA, LOT 163A, ACRES 4.34** proposed to be General Residence District.

Name: _____

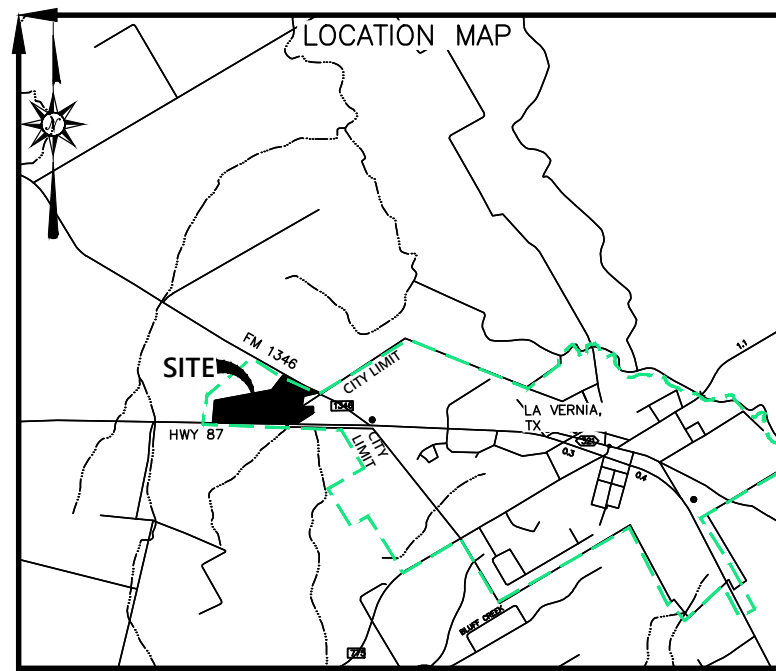
Address: _____

Signature: _____

Date: _____

Comments: _____

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

**NOTES:**

- SCALE: 1"=5,000'
- ELECTRIC SERVICE IS TO BE PROVIDED BY: GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
 - WHERE UNDERGROUND SERVICES ARE UTILIZED GVEC WILL POSSESS A 5-FOOT WIDE EASEMENT TO THE SERVICE METER LOCATION; TO FOLLOW SERVICE LINE AND WILL VARY DEPENDING ON LOCATION OF BUILDING OR STRUCTURE.
 - GVEC SHALL HAVE ACCESS TO METER LOCATIONS FROM THE FRONT YARD WITH THE LOCATION NOT BEING WITHIN A FENCED AREA.
 - ANY EASEMENT DESIGNED AS A GVEC 20'X20' UTILITY EASEMENT SHALL REMAIN OPEN FOR ACCESS AT ALL TIMES AND SHALL NOT BE WITHIN A FENCED AREA.
 - ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
 - WATER SERVICES IS TO BE PROVIDED BY: CITY OF LA VERNIA.
 - SEWER SERVICES IS TO BE PROVIDED BY: CITY OF LA VERNIA. NO STRUCTURE MAY BE OCCUPIED, UNLESS CONNECTED TO A PUBLIC SEWAGE SYSTEM.
 - NO BUILDINGS, OR OTHER OBSTRUCTIONS OR WELL OF ANY KIND SHALL BE PLACED ON ANY ELECTRIC EASEMENTS, NOR SHALL ANY TREES BE PLANTED THEREON.
 - THERE ARE A TOTAL OF ONE HUNDRED TWENTY-SIX (126) RESIDENTIAL, ONE (1) COMMERCIAL, NINE (9) OPEN SPACE AND/OR DRAINAGE LOTS.
 - THIS SUBDIVISION IS ENTIRELY WITHIN THE LA VERNIA INDEPENDENT SCHOOL DISTRICT BOUNDARY.
 - A PORTION OF THIS SUBDIVISION HAS BEEN DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD ZONE "A" OR "AE" AS DELINEATED ON COMMUNITY-PANEL NO. 48493C0150D, DATED JULY 19, 2023, AS PUBLISHED BY FEMA.
 - TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM A COMBINATION OF SAN ANTONIO RIVER AUTHORITY (SARA) LIDAR AND AN ON THE GROUND SURVEY PERFORMED BY INTREPID SURVEYING & ENGINEERING JUNE 2023. CONTOUR INTERVALS ARE 2 FEET FOR THIS PLAT.
 - DRAINAGE STUDY: A DRAINAGE STUDY HAS BEEN COMPLETED FOR THIS PLAT AND IS AVAILABLE FOR REVIEW AT THE CITY OF LA VERNIA CITY HALL. AREAS IDENTIFIED BY THE STUDY AS BEING INUNDATED DURING CERTAIN STORM EVENTS HAVE BEEN PLACED WITHIN DRAINAGE EASEMENTS.
 - DRAINAGE EASEMENT: CITY OF LA VERNIA IS A BENEFICIARY OF EACH DRAINAGE EASEMENT, AND HAS THE RIGHT, BUT NOT THE DUTY, TO ENFORCE DRAINAGE EASEMENTS. NO DRAINAGE EASEMENT MAY BE UTILIZED FOR ANY PURPOSE DETRIMENTAL TO ITS INTENDED USE (I.E. NO FENCES, SHRUBBERY, STRUCTURES, OR ON-SITE SEWAGE FACILITIES). CITY OF LA VERNIA RESERVES THE RIGHT OF ACCESS TO SUCH EASEMENTS.
 - THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO AN ASSESSMENT (FEE PAYABLE BY THE LOT OWNER) BY AN HOA (HOME OWNERS ASSOCIATION). THE HOME OWNERS ASSOCIATION MAY USE ASSESSMENTS TO ENFORCE THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. NO STATE OR LOCAL GOVERNMENT ENFORCES THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. THE DUTY TO ENFORCE THE RESTRICTIVE COVENANTS IS THE RESPONSIBILITY OF THE HOA.
 - THE DETENTION POND LOCATED IN LOT 900 IS TO BE DEDICATED TO THE HOA AND COVERS A TOTAL AREA OF 69931.89 SF (1.605 ACRES). THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF ANY DETENTION PONDS OR COMMON AREAS.
 - ALL OF THIS SUBDIVISION LIES WITHIN WILSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND IS SUBJECT TO TAXATION AND REGULATION BY THE EMERGENCY SERVICES DISTRICT.
 - LOTS 900, 901, 902, 903, 950, 951, 952, 953, AND 954 ARE INTENDED AS OPEN SPACE AND/OR DRAINAGE LOTS THAT WILL BE OWNED AND MAINTAINED BY THE HOA OR ITS SUCCESSORS AND/OR ASSIGNS, AND ARE NOT INTENDED FOR DEVELOPMENT.
 - LOTS 950, 951, 952, 953, AND 954 CONTAIN EASEMENTS FOR THE USE OF GVEC.
 - ACCESS TO LOT 950 IS PROVIDED FROM MELODY STREET, LOT 901 AND LOT 952.
 - THE COMMERCIAL LOTS IN THIS SUBDIVISION CONSIST OF LOTS: 127 CONSISTING OF A TOTAL OF 3.425 ACRES.
 - THE 60' GVEC EASEMENT RECORDED IN VOLUME 2014 PAGE 290 OF THE WILSON COUNTY OFFICIAL PUBLIC RECORDS WILL BE RELEASED BY SEPARATE INSTRUMENT AFTER THE RELOCATION OF GVEC'S TRANSMISSION LINE FACILITIES ARE COMPLETE.
 - THE 60' TXDOT CHANNEL EASEMENT IS TO BE RELEASED UPON COMPLETION OF THE GRADING IMPROVEMENTS SHOWN ON THE GRADING PLAN.

SURVEY NOTES:

- BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.
- IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"

INTREPID
SURVEYING & ENGINEERING

P.O. Box 1209 • 109 DILWORTH PLAZA
POTH, TX 78147
O. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES, OTHER SURFACE WATER FEATURES OR ANY SENSITIVE FEATURES IN ACCORDANCE WITH THE TERMS OF THE WILSON COUNTY SUBDIVISION & DEVELOPMENT RULES & REGULATIONS AND THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY.

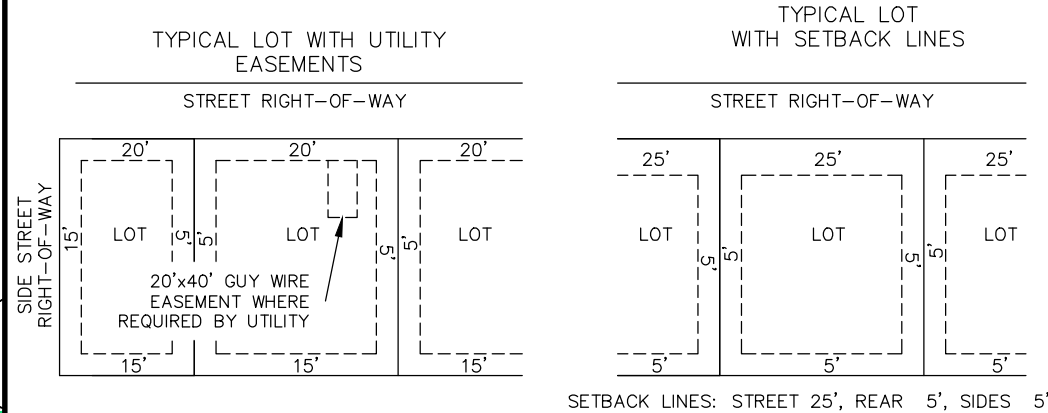
THIS PLAN IS RELEASED FOR INTERIM
REVIEW ONLY AND IS NOT TO BE USED AS
THE FINAL DOCUMENT UNTIL ALL REVIEWS
HAVE BEEN COMPLETED.

SHERMAN L. POSEY, RPLS DATE
REGISTERED PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF LA VERNIA SUBDIVISION & DEVELOPMENT RULES & REGULATIONS.

THIS PLAN IS RELEASED FOR INTERIM
REVIEW ONLY AND IS NOT TO BE USED AS
THE FINAL DOCUMENT UNTIL ALL REVIEWS
HAVE BEEN COMPLETED.

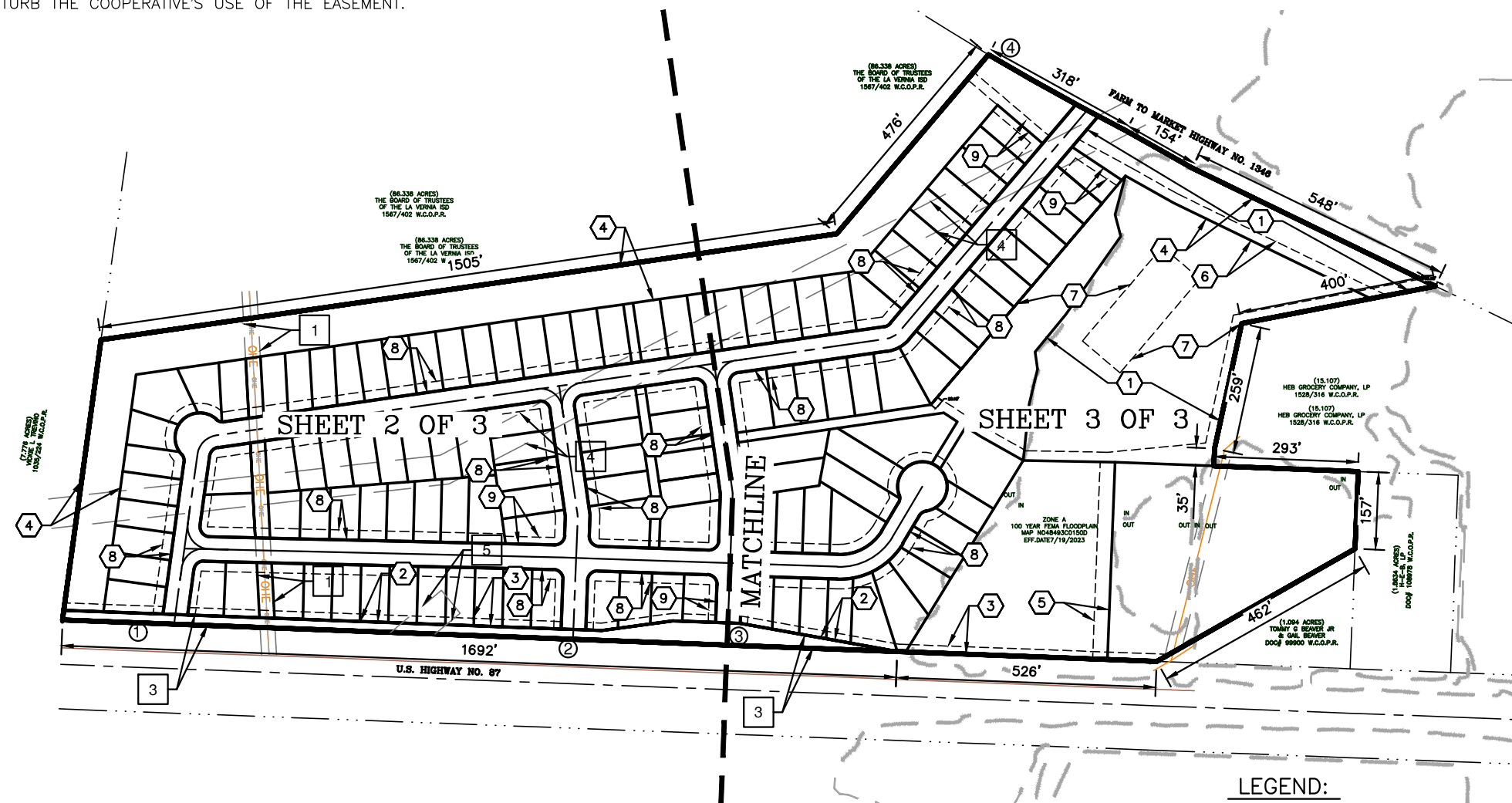
RUSSELL J. JASKINIA, PE, CFM DATE
LICENSED PROFESSIONAL ENGINEER

**TXDOT NOTES:**

- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- THE OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. OUTFALLS FOR WATER QUALITY AND/OR DETENTION PONDS TREATING IMPERVIOUS COVER RELATED TO THE DEVELOPMENT AND STRUCTURES FOR REDUCTION OF DISCHARGE VELOCITY WILL NOT ENCRANCH BY STRUCTURE OR GRADING INTO STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION. FOR PROJECTS IN THE EDWARDS AQUIFER RECHARGE, TRANSITION OR CONTRIBUTING ZONES, PLACEMENT OF PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICE DEVICES OR VEGETATIVE FILTER STRIPS WITHIN STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION WILL NOT BE ALLOWED. NO NEW EASEMENTS OF ANY TYPE SHOULD BE LOCATED IN AREAS OF ROW RESERVATION OR DEDICATION.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S, "ACCESS MANAGEMENT MANUAL". THE PROPERTY IS ELIGIBLE FOR MAXIMUM COMBINED TOTAL OF **FOUR (4)** ACCESS POINTS: **THREE (3)** ACCESS POINTS TO US87 AND **ONE (1)** ACCESS POINT TO FM1346. BASED ON AN OVERALL PLATTED HIGHWAY FRONTAGE OF APPROXIMATELY **3240.92 FEET**. WHERE TOPOGRAPHY OR OTHER EXISTING CONDITIONS MAKE IT INAPPROPRIATE OR NOT FEASIBLE TO CONFORM TO THE CONNECTION SPACING INTERVALS, THE LOCATION OF REASONABLE ACCESS WILL BE DETERMINED WITH CONSIDERATION GIVEN TO TOPOGRAPHY, ESTABLISHED PROPERTY OWNERSHIPS, UNIQUE PHYSICAL LIMITATIONS, AND/OR PHYSICAL DESIGN CONSTRAINTS. THE SELECTED LOCATION SHOULD SERVE AS MANY PROPERTIES AND INTERESTS AS POSSIBLE TO REDUCE THE NEED FOR ADDITIONAL DIRECT ACCESS TO THE HIGHWAY. IN SELECTING LOCATIONS FOR FULL MOVEMENT INTERSECTIONS, PREFERENCE WILL BE GIVEN TO PUBLIC ROADWAYS THAT ARE ON LOCAL THOROUGHFARE PLANS.
- IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.
- ANY TRAFFIC CONTROL MEASURES (LEFT-TURN LANE, RIGHT-TURN LANE SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

GVEC UTILITY EASEMENT NOTES:

- GRANTOR SHALL NOT PLACE OR CONSTRUCT ANY STRUCTURE OR IMPROVEMENT, NOR RETAIN OR IMPOUND ANY WATER, NOR PLANT ANY TREES OR SHRUBS, NOR PLACE ANY TEMPORARY OR PERMANENT IMPROVEMENT, EQUIPMENT OR APPURTENANCES INCLUDING ANY MAST-TYPE EQUIPMENT WITHIN THE EASEMENT NOR MAY GRANTOR DO ANYTHING WITHIN THE EASEMENT THAT CONFLICTS WITH THE NATIONAL ELECTRICAL SAFETY CODE OR ANY APPLICABLE LAW, AS EITHER OF THE SAME NOW EXISTS OR MAY BE AMENDED IN THE FUTURE, AND THIS SHALL BE A COVENANT RUNNING WITH THE LAND. SUCH PROHIBITED CONSTRUCTION AND ACTIVITIES WITHIN THE EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, NEW CONSTRUCTION OR MAJOR MODIFICATION TO A PREEXISTING HABITABLE STRUCTURE, AS WELL AS, STOCK TANKS, SWIMMING POOLS, SPAS, WATER WELLS OR OIL WELLS INCLUDING CONSTRUCTION BOTH ABOVE AND BELOW EXISTING GRADE OR CONSTRUCTION OF ANY SORT THAT CAUSES A CHANGE IN GRADE WITHIN THE EASEMENT.
- THE RIGHT IS RESERVED BY GRANTOR TO USE THE LAND WITHIN THE EASEMENT FOR GENERAL AGRICULTURAL AND GRAZING PURPOSES, STREETS, DRIVEWAYS, AND PARKING AREAS PROVIDED SUCH USES SHALL NOT VIOLATE ANY PROVISION OF THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT, INCLUDING THE GROWING OF TREES THEREON, OR MAKE ANY OTHER USE WHICH MIGHT INTERFERE WITH THE EXERCISE OF THE RIGHTS HEREIN GRANTED. GRANTOR EXPRESSLY RESERVES ALL OIL, GAS, AND OTHER MINERALS OWNED BY GRANTOR IN, ON, AND UNDER THE EASEMENT, PROVIDED THAT GRANTOR SHALL NOT BE PERMITTED TO DRILL OR EXCAVATE FOR MINERALS ON THE SURFACE OF THE EASEMENT, BUT GRANTOR MAY EXTRACT OIL, GAS, OR OTHER MINERALS FROM AND UNDER THE EASEMENT BY DIRECTIONAL DRILLING OR OTHER MEANS WHICH DO NOT INTERFERE WITH OR DISTURB THE COOPERATIVE'S USE OF THE EASEMENT.

**LEGEND:**

- | | | | |
|--------------|------------------------|---|--|
| — | BOUNDARY LINE | 1 | EXISTING GVEC 30' EASEMENT (2014/290) W.C.O.P.R. |
| - - - | ADJOINER LINE | 2 | GVEC 30' EASEMENT (2014/290) W.C.O.P.R. |
| - - - | EASEMENT LINE-EXISTING | 3 | TXDOT ROW DEED(0.9147 ACRES) |
| - - - | EASEMENT LINE-PROPOSED | 4 | PARCEL 54/P00064387.001 |
| - - - | SURVEY LINE | 5 | GVEC 60' EASEMENT (2014/290) W.C.O.P.R. |
| - - - | 2' CONTOUR EXISTING | | 60' TXDOT CHANNEL EASEMENT |
| - - - | 10' CONTOUR EXISTING | | PER TXDOT ROW MAP |
| (BRG.-DIST.) | RECORD CALL | | |
| ● | 1/2" IRON ROD FOUND | | |
| ○ | 1/2" IRON ROD SET | | |

PROPOSED

- | | | | |
|---|----------------------------------|---|---------------------------------|
| ① | VARIABLE WIDTH DRAINAGE EASEMENT | ⑦ | 150' WW BUFFER ZONE EASEMENT |
| ② | 1' NON-VEHICULAR ACCESS | ⑧ | 20' FRONT UTILITY EASEMENT |
| ③ | 15' UTILITY EASEMENT | ⑨ | 15' SIDE UTILITY EASEMENT |
| ④ | 80' GVEC EASEMENT | ⑩ | 20' UTILITY EASEMENT |
| ⑤ | 30' UTILITY EASEMENT | ⑪ | VARIABLE WIDTH UTILITY EASEMENT |
| ⑥ | 20' INGRESS/EGRESS EASEMENT | | |
| ① | TXDOT ACCESS POINT | | |
- W.C.P.R. WILSON COUNTY PLAT RECORDS
W.C.O.P.R. WILSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.D.R. WILSON COUNTY DEED RECORDS

SUBDIVISION PLAT ESTABLISHING THE HEIGHTS AT LA VERNIA WILSON COUNTY, TEXAS

PLAT OF 45.75 ACRES OF LAND OUT OF THE FRANCISCO HERRERA SURVEY NO.6, ABSTRACT NO 15, IN WILSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE RESIDUAL OF THAT CERTAIN 52.404 ACRE TRACT DESCRIBED IN VOLUME 985, PAGE 738 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY; THE SAME TRACT CONVEYED TO N.P.HOMES, BY DEED RECORDED IN DOCUMENT #134040 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY, TEXAS

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON ACKNOWLEDGED THAT THIS PLAT WAS MADE FROM AN ON THE GROUND SURVEY AND DEDICATES TO THE PUBLIC ALL STREETS, ALLEYS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED.

N.P. HOMES, LLC
21911 RANIER LANE
SAN ANTONIO, TEXAS 78260

SWORN TO AND SUBSCRIBED BEFORE ME THIS
____ DAY OF _____, 20____

NOTARY PUBLIC

THIS PLAT OF THE HEIGHTS AT LA VERNIA, HAS BEEN SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR EASEMENTS.

AGENT FOR GUADALUPE VALLEY ELECTRIC COOP., INC

CERTIFICATION BY CITY OF LA VERNIA

THIS PLAT OF THE HEIGHTS AT LA VERNIA HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA VERNIA AND IS HEREBY APPROVED THIS THE ____ DAY OF _____, 2024.

BY: _____
COMMISSIONER

BY: _____
SECRETARY

THIS PLAT OF THE HEIGHTS AT LA VERNIA HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA AND IS HEREBY APPROVED THIS THE ____ DAY OF _____, 2024.

BY: _____
MAYOR

BY: _____
SECRETARY

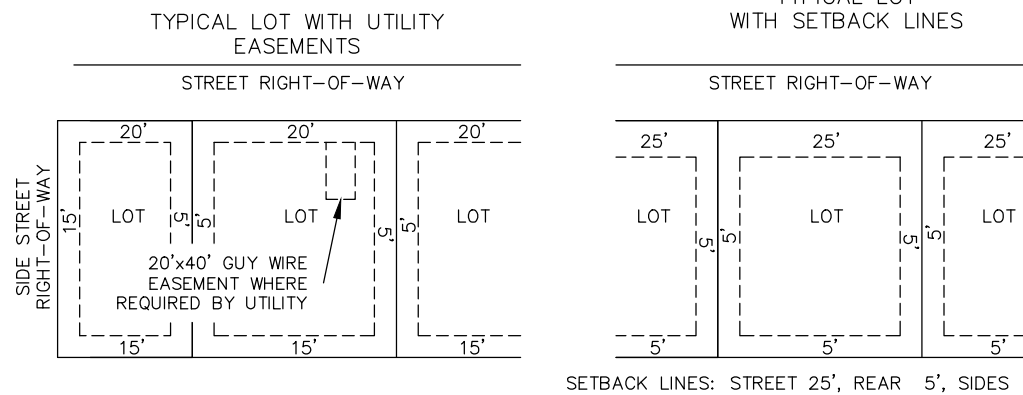
I, _____, COUNTY CLERK OF WILSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D. AT ____ O'CLOCK, ____ M AND DULY RECORDED IN DOCUMENT #_____, PLAT RECORDS OF WILSON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS ____ DAY OF _____, A.D.

COUNTY CLERK, WILSON COUNTY, TEXAS

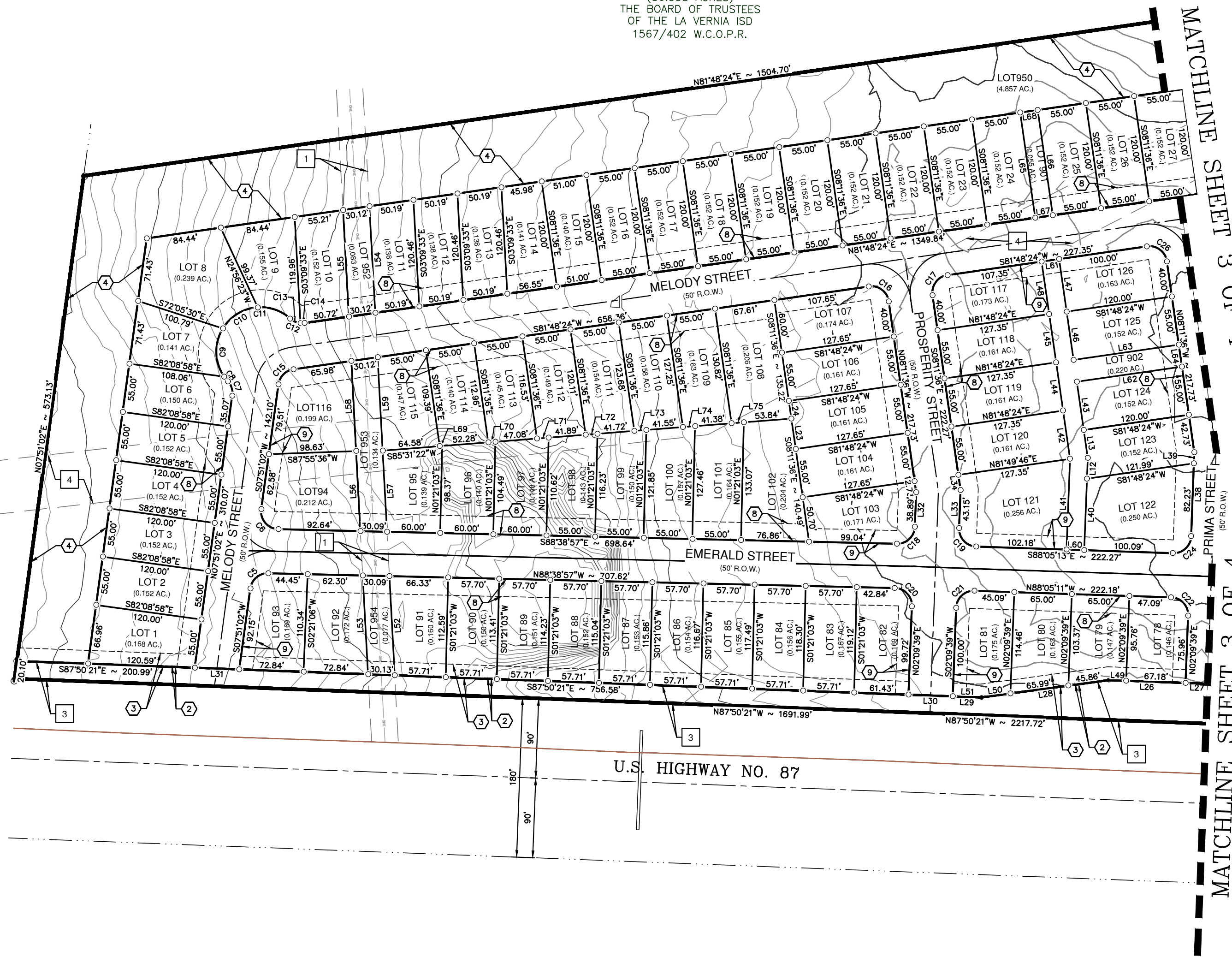
SHEET 1 OF 4

SUBDIVISION PLAT ESTABLISHING
THE HEIGHTS AT
LA VERNIA
WILSON COUNTY, TEXAS



(86.338 ACRES)
THE BOARD OF TRUSTEES
OF THE LA VERNIA ISD
1567/402 W.C.O.P.R.

(7.776 ACRES)
VICKIE L. TREVINO
1035/224 W.C.O.P.R.



U.S. HIGHWAY NO. 87

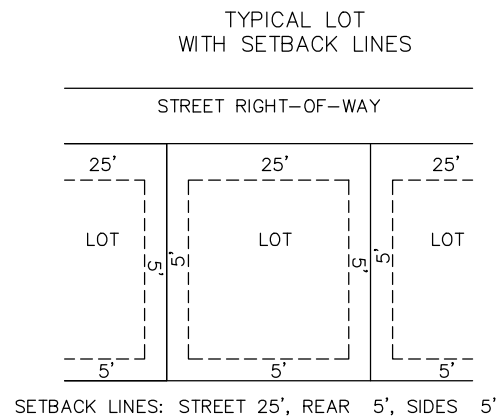
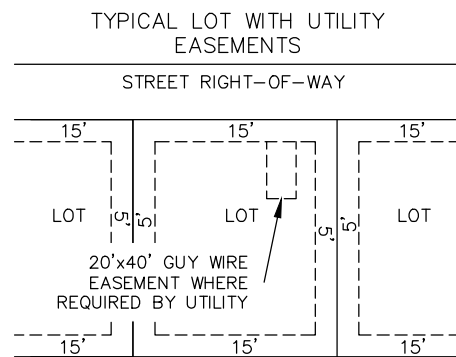
INTREPID
SURVEYING & ENGINEERING
P.O. Box 519 • 1004 C STREET
FLORESVILLE, TX 78114
O. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

LEGEND:		KEY NOTES:	
—	BOUNDARY LINE	EXISTING	PROPOSED
---	ADJOINER LINE	1 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.	1 VARIABLE WIDTH DRAINAGE EASEMENT
-.-.-	EASEMENT LINE-EXISTING	2 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.	2 1" NON-VEHICULAR ACCESS
-.-.-	EASEMENT LINE-PROPOSED	3 TXDOT ROW DEED(0.9147 ACRES PARCEL 54/P00064387.001	3 15' UTILITY EASEMENT
---	SURVEY LINE	4 GVEC 60' EASEMENT (2014/290) W.C.O.P.R.	4 80' GVEC EASEMENT
---	2' CONTOUR EXISTING	5 60' TXDOT CHANNEL EASEMENT PER TXDOT ROW MAP	5 30' UTILITY EASEMENT
---	10' CONTOUR EXISTING	6 TXDOT TYPE II MONUMENT FOUND	6 20' INGRESS/EGRESS EASEMENT
○	1/2" IRON ROD FOUND		7 150' WW BUFFER ZONE EASEMENT
○	1/2" IRON ROD SET		8 20' FRONT UTILITY EASEMENT
W.C.P.R.	WILSON COUNTY PLAT RECORDS		9 15' SIDE UTILITY EASEMENT
W.C.O.P.R.	WILSON COUNTY OFFICIAL PUBLIC RECORDS		10 20' UTILITY EASEMENT
W.C.D.R.	WILSON COUNTY DEED RECORDS		11 VARIABLE WIDTH UTILITY EASEMENT



SHEET 2 OF 4

SUBDIVISION PLAT ESTABLISHING
THE HEIGHTS AT
LA VERNIA
WILSON COUNTY, TEXAS



CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5764.70'	003°09'45"	S61°04'09"E	318.14'	318.18'
C2	5764.70'	002°01'28"	S60°30'00"E	203.62'	203.63'
C3	5764.70'	000°30'30"	S61°45'57"E	51.13'	51.13'
C4	5764.70'	000°37'49"	S62°20'07"E	63.41'	63.41'
C5	20.00'	083°30'01"	N49°36'03"E	26.84'	29.15'
C6	20.00'	096°29'59"	N40°23'57"W	29.84'	33.68'
C7	20.00'	049°59'41"	S17°08'49"E	16.90'	17.45'
C8	50.00'	007°37'52"	S38°19'43"E	6.65'	6.66'
C9	50.00'	066°07'10"	S01°27'12"E	54.55'	57.70'
C10	50.00'	173°56'45"	N44°49'43"E	99.86'	151.80'
C11	50.00'	045°31'57"	N70°57'53"W	38.70'	39.73'
C12	20.00'	049°59'41"	S73°11'45"E	16.90'	17.45'
C13	20.00'	037°08'36"	N66°46'13"W	12.74'	12.97'
C14	20.00'	012°51'05"	S88°13'56"W	4.48'	4.49'
C15	20.00'	073°57'22"	S44°49'43"W	24.06'	25.82'
C16	20.00'	090°00'00"	S53°11'36"E	28.28'	31.42'
C17	20.00'	090°00'00"	N36°48'24"E	28.28'	31.42'
C18	20.00'	089°11'24"	S46°45'21"W	28.08'	31.13'
C19	20.00'	090°00'00"	N42°50'21"W	28.28'	31.42'
C20	20.00'	090°48'36"	S43°14'39"E	28.48'	31.70'
C21	20.00'	089°45'10"	N47°02'14"E	28.22'	31.33'
C22	20.00'	090°14'50"	N42°57'46"W	28.35'	31.50'
C23	20.00'	089°45'10"	S47°02'14"W	28.22'	31.33'
C24	20.00'	089°45'10"	N47°02'14"E	28.22'	31.33'
C25	20.00'	090°14'50"	S42°57'46"E	28.35'	31.50'
C26	20.00'	090°00'00"	N53°11'36"W	28.28'	31.42'
C27	20.00'	090°00'00"	S36°48'24"W	28.28'	31.42'
C28	20.00'	041°29'17"	S61°03'45"W	14.17'	14.48'
C29	70.00'	041°29'17"	S61°03'45"W	49.59'	50.69'
C30	70.00'	020°44'39"	N71°26'05"E	25.21'	25.34'
C31	70.00'	020°44'39"	N50°41'26"E	25.21'	25.34'
C32	150.00'	012°33'26"	N85°38'06"E	32.81'	32.87'
C33	150.00'	015°16'44"	N71°43'01"E	39.88'	40.00'
C34	150.00'	014°18'16"	N41°46'51"E	37.35'	37.45'
C35	150.00'	003°06'21"	N33°04'33"E	8.13'	8.13'
C36	150.00'	060°23'27"	S61°43'06"W	150.89'	158.10'
C37	100.00'	060°13'38"	N61°48'00"E	100.34'	105.12'
C38	20.00'	049°59'41"	S55°47'35"W	16.90'	17.45'
C39	50.00'	022°39'47"	N69°27'32"E	19.65'	19.78'
C40	50.00'	075°24'29"	N20°25'24"E	61.16'	65.81'
C41	50.00'	027°38'30"	N31°06'05"W	23.89'	24.12'
C42	50.00'	279°59'23"	S59°12'15"E	64.29'	244.34'
C43	50.00'	023°05'14"	N56°27'57"W	20.01'	20.15'
C44	50.00'	067°56'42"	S78°01'04"W	55.88'	59.29'
C45	50.00'	063°14'39"	S12°25'23"W	52.43'	55.19'
C46	20.00'	020°43'15"	S08°50'19"E	7.19'	7.23'
C47	20.00'	029°16'27"	S16°09'32"W	10.11'	10.22'
C48	20.00'	049°59'41"	N05°47'54"E	16.90'	17.45'

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S08°11'36"E	3.14'	L42	S08°11'36"E	55.05'
L2	S10°29'45"W	9.18'	L43	N08°11'36"W	55.00'
L3	S10°29'45"W	10.07'	L44	S08°11'36"E	55.00'
L4	S14°56'29"W	81.30'	L45	S08°11'36"E	55.00'
L5	S14°27'35"E	45.37'	L46	N08°11'36"W	55.00'
L6	S34°57'24"W	193.73'	L47	N08°11'36"W	60.00'
L7	S39°37'44"W	97.62'	L48	S08°11'36"E	60.00'
L8	S08°02'49"E	35.53'	L49	N87°50'21"W	19.82'
L9	S13°33'25"W	72.98'	L50	S82°14'40"W	33.32'
L10	S05°48'06"W	114.78'	L51	N87°50'21"W	32.18'
L11	S02°26'10"W	35.24'	L52	S03°03'51"E	112.11'
L12	N02°09'39"E	23.52'	L53	S03°03'51"E	111.68'
L13	N08°11'36"W	31.86'	L54	S03°09'33"E	120.46'
L14	N02°09'39"E	7.86'	L55	S03°09'33"E	120.46'
L16	S31°35'32"W	100.23'	L56	S03°03'51"E	90.60'
L17	N31°35'32"E	100.55'	L57	N03°03'51"W	91.80'
L18	S57°22'18"E	32.84'	L58	S03°03'51"E	101.81'
L19	S57°22'18"E	34.88'	L59	N03°03'51"W	105.63'
L20	N81°48'24"E	15.97'	L60	N88°05'13"W	20.00'
L21	S10°29'45"W	48.88'	L61	N81°48'24"E	20.00'
L22	S10°29'45"W	47.99'	L62	N81°48'24"E	120.00'
L23	S08°11'36"E	34.78'	L63	S81°48'24"W	120.00'
L24	S08°11'36"E	20.22'	L64	S08°11'36"E	25.00'
L25	N87°50'21"W	16.97'	L65	S08°11'36"E	120.00'
L26	S87°50'21"E	87.00'	L66	S08°11'36"E	120.00'
L27	N87°50'21"W	50.00'	L67	S81°48'24"W	20.00'
L28	N82°14'40"E	145.17'	L68	N81°48'24"E	20.00'
L29	S87°50'21"E	32.18'	L69	N85°31'22"E	2.84'
L30	N87°50'21"W	50.00'	L70	N85°31'22"E	8.03'
L31	N87°50'21"W	50.25'	L71	N85°31'22"E	13.23'
L32	N02°09'39"E	38.89'	L72	N85°31'22"E	13.40'
L33	S02°09'39"W	43.15'	L73	N85°31'22"E	13.57'
L34	N08°11'36"W	17.27'	L74	N85°31'22"E	13.74'
L35	N58°24'28"W	28.33'	L75	N85°31'22"E	13.91'
L36	S81°48'24"W	30.05'	L76	S57°22'18"E	115.06'
L37	S81°48'24"W	66.08'	L77	S60°35'22"E	94.58'
L38	N02°09'39"E	94.70'	L78	S88°58'29"E	165.14'
L39	S02°09'39"W	12.47'	L79	N84°37'59"E	199.48'
L40	N02°09'39"E	80.73'	L80	N12°12'41"E	265.02'
L41	S02°09'39"W	102.53'	L81	N79°05'03"E	386.49'

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TBPLS #10193936 • TBPE #16550

LEGEND:

———— BOUNDARY LINE
- - - - - ADJOINER LINE
- - - - - EASEMENT LINE-EXISTING
- - - - - EASEMENT LINE-PROPOSED
- - - - - SURVEY LINE

———— 2' CONTOUR EXISTING
———— 10' CONTOUR EXISTING

⊙ 1/2" IRON ROD FOUND
○ 1/2" IRON ROD SET

W.C.P.R. WILSON COUNTY PLAT RECORDS
W.C.O.P.R. WILSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.D.R. WILSON COUNTY DEED RECORDS

———— 100 YEAR FEMA FLOODPLAIN

KEY NOTES:

EXISTING

1 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.

2 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.

3 TXDOT ROW DEED(0.9147 ACRES PARCEL 54/P00064387.001

4 GVEC 60' EASEMENT (2014/290) W.C.O.P.R.

5 60' TXDOT CHANNEL EASEMENT PER TXDOT ROW MAP

PROPOSED

1 VARIABLE WIDTH DRAINAGE EASEMENT

2 1' NON-VEHICULAR ACCESS

3 15' UTILITY EASEMENT

4 80' GVEC EASEMENT

5 30' UTILITY EASEMENT

6 20' INGRESS/EGRESS EASEMENT

7 150' WW BUFFER ZONE EASEMENT

8 20' FRONT UTILITY EASEMENT

9 15' SIDE UTILITY EASEMENT

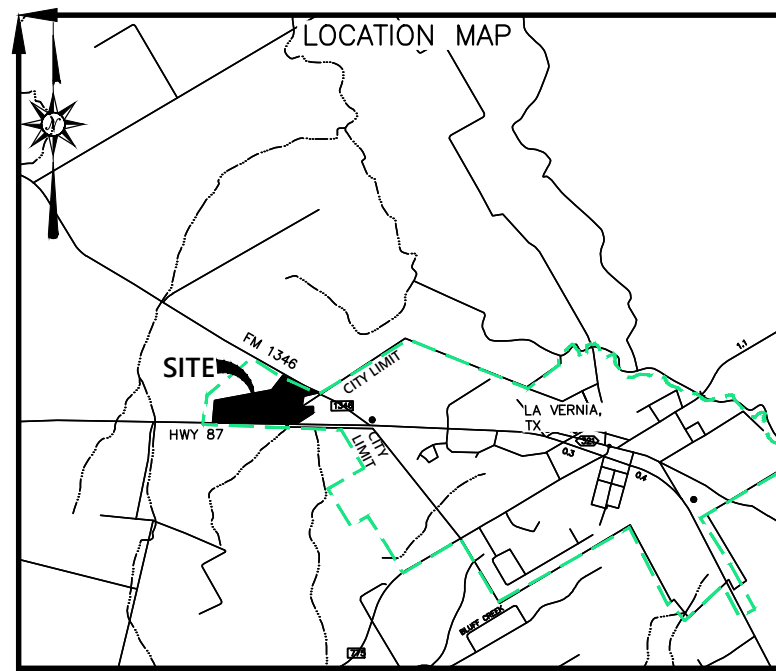
10 20' UTILITY EASEMENT

11 VARIABLE WIDTH UTILITY EASEMENT



SCALE: 1" = 100'

SHEET 4 OF 4

**NOTES:**

- SCALE: 1"=5,000'
- ELECTRIC SERVICE IS TO BE PROVIDED BY: GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
 - WHERE UNDERGROUND SERVICES ARE UTILIZED GVEC WILL POSSESS A 5-FOOT WIDE EASEMENT TO THE SERVICE METER LOCATION; TO FOLLOW SERVICE LINE AND WILL VARY DEPENDING ON LOCATION OF BUILDING OR STRUCTURE.
 - GVEC SHALL HAVE ACCESS TO METER LOCATIONS FROM THE FRONT YARD WITH THE LOCATION NOT BEING WITHIN A FENCED AREA.
 - ANY EASEMENT DESIGNED AS A GVEC 20'X20' UTILITY EASEMENT SHALL REMAIN OPEN FOR ACCESS AT ALL TIMES AND SHALL NOT BE WITHIN A FENCED AREA.
 - ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
 - WATER SERVICES IS TO BE PROVIDED BY: CITY OF LA VERNIA.
 - SEWER SERVICES IS TO BE PROVIDED BY: CITY OF LA VERNIA. NO STRUCTURE MAY BE OCCUPIED, UNLESS CONNECTED TO A PUBLIC SEWAGE SYSTEM.
 - NO BUILDINGS, OR OTHER OBSTRUCTIONS OR WELL OF ANY KIND SHALL BE PLACED ON ANY ELECTRIC EASEMENTS, NOR SHALL ANY TREES BE PLANTED THEREON.
 - THERE ARE A TOTAL OF ONE HUNDRED TWENTY-SIX (126) RESIDENTIAL, ONE (1) COMMERCIAL, NINE (9) OPEN SPACE AND/OR DRAINAGE LOTS.
 - THIS SUBDIVISION IS ENTIRELY WITHIN THE LA VERNIA INDEPENDENT SCHOOL DISTRICT BOUNDARY.
 - A PORTION OF THIS SUBDIVISION HAS BEEN DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD ZONE "A" OR "AE" AS DELINEATED ON COMMUNITY-PANEL NO. 48493C0150D, DATED JULY 19, 2023, AS PUBLISHED BY FEMA.
 - TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM A COMBINATION OF SAN ANTONIO RIVER AUTHORITY (SARA) LIDAR AND AN ON THE GROUND SURVEY PERFORMED BY INTREPID SURVEYING & ENGINEERING JUNE 2023. CONTOUR INTERVALS ARE 2 FEET FOR THIS PLAT.
 - DRAINAGE STUDY: A DRAINAGE STUDY HAS BEEN COMPLETED FOR THIS PLAT AND IS AVAILABLE FOR REVIEW AT THE CITY OF LA VERNIA CITY HALL. AREAS IDENTIFIED BY THE STUDY AS BEING INUNDATED DURING CERTAIN STORM EVENTS HAVE BEEN PLACED WITHIN DRAINAGE EASEMENTS.
 - DRAINAGE EASEMENT: CITY OF LA VERNIA IS A BENEFICIARY OF EACH DRAINAGE EASEMENT, AND HAS THE RIGHT, BUT NOT THE DUTY, TO ENFORCE DRAINAGE EASEMENTS. NO DRAINAGE EASEMENT MAY BE UTILIZED FOR ANY PURPOSE DETRIMENTAL TO ITS INTENDED USE (I.E. NO FENCES, SHRUBBERY, STRUCTURES, OR ON-SITE SEWAGE FACILITIES). CITY OF LA VERNIA RESERVES THE RIGHT OF ACCESS TO SUCH EASEMENTS.
 - THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO AN ASSESSMENT (FEE PAYABLE BY THE LOT OWNER) BY AN HOA (HOME OWNERS ASSOCIATION). THE HOME OWNERS ASSOCIATION MAY USE ASSESSMENTS TO ENFORCE THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. NO STATE OR LOCAL GOVERNMENT ENFORCES THE RESTRICTIVE COVENANTS COVERING THIS SUBDIVISION. THE DUTY TO ENFORCE THE RESTRICTIVE COVENANTS IS THE RESPONSIBILITY OF THE HOA.
 - THE DETENTION POND LOCATED IN LOT 900 IS TO BE DEDICATED TO THE HOA AND COVERS A TOTAL AREA OF 69931.89 SF (1.605 ACRES). THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF ANY DETENTION PONDS OR COMMON AREAS.
 - ALL OF THIS SUBDIVISION LIES WITHIN WILSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND IS SUBJECT TO TAXATION AND REGULATION BY THE EMERGENCY SERVICES DISTRICT.
 - LOTS 900, 901, 902, 903, 950, 951, 952, 953, AND 954 ARE INTENDED AS OPEN SPACE AND/OR DRAINAGE LOTS THAT WILL BE OWNED AND MAINTAINED BY THE HOA OR ITS SUCCESSORS AND/OR ASSIGNS, AND ARE NOT INTENDED FOR DEVELOPMENT.
 - LOTS 950, 951, 952, 953, AND 954 CONTAIN EASEMENTS FOR THE USE OF GVEC.
 - ACCESS TO LOT 950 IS PROVIDED FROM MELODY STREET, LOT 901 AND LOT 952.
 - THE COMMERCIAL LOTS IN THIS SUBDIVISION CONSIST OF LOTS: 127 CONSISTING OF A TOTAL OF 3.425 ACRES.
 - THE 60' GVEC EASEMENT RECORDED IN VOLUME 2014 PAGE 290 OF THE WILSON COUNTY OFFICIAL PUBLIC RECORDS WILL BE RELEASED BY SEPARATE INSTRUMENT AFTER THE RELOCATION OF GVEC'S TRANSMISSION LINE FACILITIES ARE COMPLETE.
 - THE 60' TXDOT CHANNEL EASEMENT IS TO BE RELEASED UPON COMPLETION OF THE GRADING IMPROVEMENTS SHOWN ON THE GRADING PLAN.

SURVEY NOTES:

- BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.
- IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"

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TBPLS #10193936 • TBPE #16550

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES, OTHER SURFACE WATER FEATURES OR ANY SENSITIVE FEATURES IN ACCORDANCE WITH THE TERMS OF THE WILSON COUNTY SUBDIVISION & DEVELOPMENT RULES & REGULATIONS AND THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY.

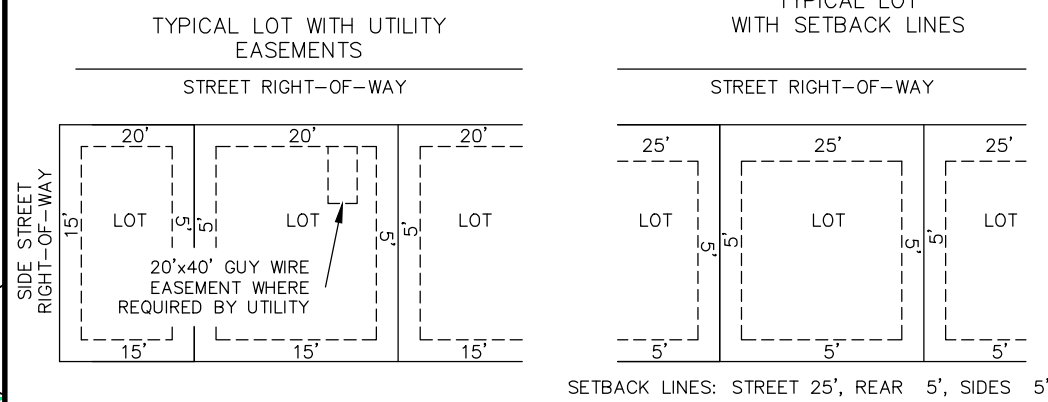
THIS PLAN IS RELEASED FOR INTERIM
REVIEW ONLY AND IS NOT TO BE USED AS
THE FINAL DOCUMENT UNTIL ALL REVIEWS
HAVE BEEN COMPLETED.

SHERMAN L. POSEY, RPLS DATE
REGISTERED PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF LA VERNIA SUBDIVISION & DEVELOPMENT RULES & REGULATIONS.

THIS PLAN IS RELEASED FOR INTERIM
REVIEW ONLY AND IS NOT TO BE USED AS
THE FINAL DOCUMENT UNTIL ALL REVIEWS
HAVE BEEN COMPLETED.

RUSSELL J. JASKINIA, PE, CFM DATE
LICENSED PROFESSIONAL ENGINEER

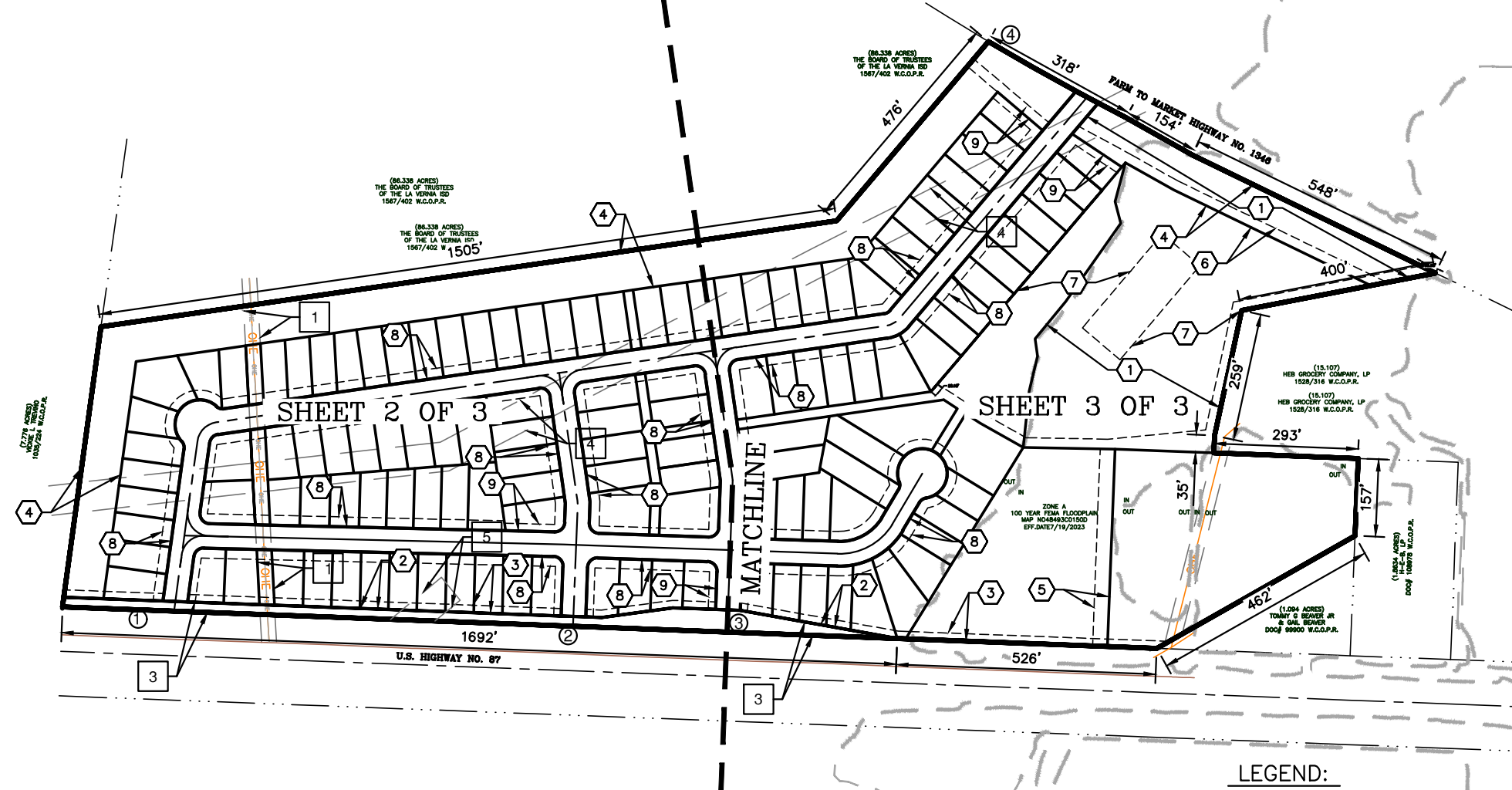
**TXDOT NOTES:**

- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- THE OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. OUTFALLS FOR WATER QUALITY AND/OR DETENTION PONDS TREATING IMPERVIOUS COVER RELATED TO THE DEVELOPMENT AND STRUCTURES FOR REDUCTION OF DISCHARGE VELOCITY WILL NOT ENCROACH BY STRUCTURE OR GRADING INTO STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION. FOR PROJECTS IN THE EDWARDS AQUIFER RECHARGE, TRANSITION OR CONTRIBUTING ZONES, PLACEMENT OF PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICE DEVICES OR VEGETATIVE FILTER STRIPS WITHIN STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION WILL NOT BE ALLOWED. NO NEW EASEMENTS OF ANY TYPE SHOULD BE LOCATED IN AREAS OF ROW RESERVATION OR DEDICATION.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S, "ACCESS MANAGEMENT MANUAL". THE PROPERTY IS ELIGIBLE FOR MAXIMUM COMBINED TOTAL OF **FOUR (4)** ACCESS POINTS: **THREE (3)** ACCESS POINTS TO US87 AND **ONE (1)** ACCESS POINT TO FM1346. BASED ON AN OVERALL PLATTED HIGHWAY FRONTAGE OF APPROXIMATELY **3240.92 FEET**. WHERE TOPOGRAPHY OR OTHER EXISTING CONDITIONS MAKE IT INAPPROPRIATE OR NOT FEASIBLE TO CONFORM TO THE CONNECTION SPACING INTERVALS, THE LOCATION OF REASONABLE ACCESS WILL BE DETERMINED WITH CONSIDERATION GIVEN TO TOPOGRAPHY, ESTABLISHED PROPERTY OWNERSHIPS, UNIQUE PHYSICAL LIMITATIONS, AND/OR PHYSICAL DESIGN CONSTRAINTS. THE SELECTED LOCATION SHOULD SERVE AS MANY PROPERTIES AND INTERESTS AS POSSIBLE TO REDUCE THE NEED FOR ADDITIONAL DIRECT ACCESS TO THE HIGHWAY. IN SELECTING LOCATIONS FOR FULL MOVEMENT INTERSECTIONS, PREFERENCE WILL BE GIVEN TO PUBLIC ROADWAYS THAT ARE ON LOCAL THOROUGHFARE PLANS.
- IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.
- ANY TRAFFIC CONTROL MEASURES (LEFT-TURN LANE, RIGHT-TURN LANE SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

GVEC UTILITY EASEMENT NOTES:

- GRANTOR SHALL NOT PLACE OR CONSTRUCT ANY STRUCTURE OR IMPROVEMENT, NOR RETAIN OR IMPOUND ANY WATER, NOR PLANT ANY TREES OR SHRUBS, NOR PLACE ANY TEMPORARY OR PERMANENT IMPROVEMENT, EQUIPMENT OR APPURTENANCES INCLUDING ANY MAST-TYPE EQUIPMENT WITHIN THE EASEMENT NOR MAY GRANTOR DO ANYTHING WITHIN THE EASEMENT THAT CONFLICTS WITH THE NATIONAL ELECTRICAL SAFETY CODE OR ANY APPLICABLE LAW, AS EITHER OF THE SAME NOW EXISTS OR MAY BE AMENDED IN THE FUTURE, AND THIS SHALL BE A COVENANT RUNNING WITH THE LAND. SUCH PROHIBITED CONSTRUCTION AND ACTIVITIES WITHIN THE EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, NEW CONSTRUCTION OR MAJOR MODIFICATION TO A PREEXISTING HABITABLE STRUCTURE, AS WELL AS, STOCK TANKS, SWIMMING POOLS, SPAS, WATER WELLS OR OIL WELLS INCLUDING CONSTRUCTION BOTH ABOVE AND BELOW EXISTING GRADE OR CONSTRUCTION OF ANY SORT THAT CAUSES A CHANGE IN GRADE WITHIN THE EASEMENT.

- THE RIGHT IS RESERVED BY GRANTOR TO USE THE LAND WITHIN THE EASEMENT FOR GENERAL AGRICULTURAL AND GRAZING PURPOSES, STREETS, DRIVEWAYS, AND PARKING AREAS PROVIDED SUCH USES SHALL NOT VIOLATE ANY PROVISION OF THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT, INCLUDING THE GROWING OF TREES THEREON, OR MAKE ANY OTHER USE WHICH MIGHT INTERFERE WITH THE EXERCISE OF THE RIGHTS HEREIN GRANTED. GRANTOR EXPRESSLY RESERVES ALL OIL, GAS, AND OTHER MINERALS OWNED BY GRANTOR IN, ON, AND UNDER THE EASEMENT, PROVIDED THAT GRANTOR SHALL NOT BE PERMITTED TO DRILL OR EXCAVATE FOR MINERALS ON THE SURFACE OF THE EASEMENT, BUT GRANTOR MAY EXTRACT OIL, GAS, OR OTHER MINERALS FROM AND UNDER THE EASEMENT BY DIRECTIONAL DRILLING OR OTHER MEANS WHICH DO NOT INTERFERE WITH OR DISTURB THE COOPERATIVE'S USE OF THE EASEMENT.

**LEGEND:**

- | | | | |
|--------------|------------------------|---|---|
| — | BOUNDARY LINE | 1 | EXISTING GVEC 30' EASEMENT (2014/290) W.C.O.P.R. |
| - - - | ADJOINER LINE | 2 | GVEC 30' EASEMENT (2014/290) W.C.O.P.R. |
| - - - - - | EASEMENT LINE-EXISTING | 3 | TXDOT ROW DEED(0.9147 ACRES PARCEL 54/P00064387.001 |
| - - - - - | EASEMENT LINE-PROPOSED | 4 | GVEC 60' EASEMENT (2014/290) W.C.O.P.R. |
| — | SURVEY LINE | 5 | 60' TXDOT CHANNEL EASEMENT PER TXDOT ROW MAP |
| — | 2' CONTOUR EXISTING | | |
| — | 10' CONTOUR EXISTING | | |
| (BRG.-DIST.) | RECORD CALL | | |
| ⊙ | 1/2" IRON ROD FOUND | | |
| ○ | 1/2" IRON ROD SET | | |

PROPOSED

- | | | | |
|---|----------------------------------|---|---------------------------------|
| ① | VARIABLE WIDTH DRAINAGE EASEMENT | ⑦ | 150' WW BUFFER ZONE EASEMENT |
| ② | 1' NON-VEHICULAR ACCESS | ⑧ | 20' FRONT UTILITY EASEMENT |
| ③ | 15' UTILITY EASEMENT | ⑨ | 15' SIDE UTILITY EASEMENT |
| ④ | 80' GVEC EASEMENT | ⑩ | 20' UTILITY EASEMENT |
| ⑤ | 30' UTILITY EASEMENT | ⑪ | VARIABLE WIDTH UTILITY EASEMENT |
| ⑥ | 20' INGRESS/EGRESS EASEMENT | | |
| ① | TXDOT ACCESS POINT | | |
- W.C.P.R. WILSON COUNTY PLAT RECORDS
W.C.O.P.R. WILSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.D.R. WILSON COUNTY DEED RECORDS

SUBDIVISION PLAT ESTABLISHING THE HEIGHTS AT LA VERNIA WILSON COUNTY, TEXAS

PLAT OF 45.75 ACRES OF LAND OUT OF THE FRANCISCO HERRERA SURVEY NO.6, ABSTRACT NO 15, IN WILSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE RESIDUAL OF THAT CERTAIN 52.404 ACRE TRACT DESCRIBED IN VOLUME 985, PAGE 738 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY; THE SAME TRACT CONVEYED TO N.P.HOMES, BY DEED RECORDED IN DOCUMENT #134040 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY, TEXAS

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON ACKNOWLEDGED THAT THIS PLAT WAS MADE FROM AN ON THE GROUND SURVEY AND DEDICATES TO THE PUBLIC ALL STREETS, ALLEYS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED.

N.P. HOMES, LLC
21911 RANIER LANE
SAN ANTONIO, TEXAS 78260

SWORN TO AND SUBSCRIBED BEFORE ME THIS
____ DAY OF _____, 20____

NOTARY PUBLIC

THIS PLAT OF THE HEIGHTS AT LA VERNIA, HAS BEEN SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR EASEMENTS.

AGENT FOR GUADALUPE VALLEY ELECTRIC COOP., INC

CERTIFICATION BY CITY OF LA VERNIA

THIS PLAT OF THE HEIGHTS AT LA VERNIA HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA VERNIA AND IS HEREBY APPROVED THIS THE ____ DAY OF _____, 2024.

BY: _____
COMMISSIONER

BY: _____
SECRETARY

THIS PLAT OF THE HEIGHTS AT LA VERNIA HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA AND IS HEREBY APPROVED THIS THE ____ DAY OF _____, 2024.

BY: _____
MAYOR

BY: _____
SECRETARY

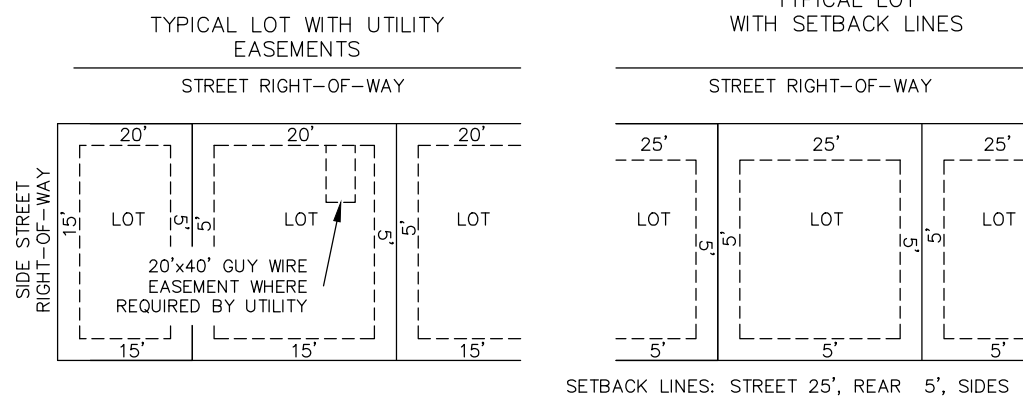
I, _____, COUNTY CLERK OF WILSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D. AT ____ O'CLOCK, ____ M AND DULY RECORDED IN DOCUMENT #_____, PLAT RECORDS OF WILSON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS ____ DAY OF _____, A.D.

COUNTY CLERK, WILSON COUNTY, TEXAS

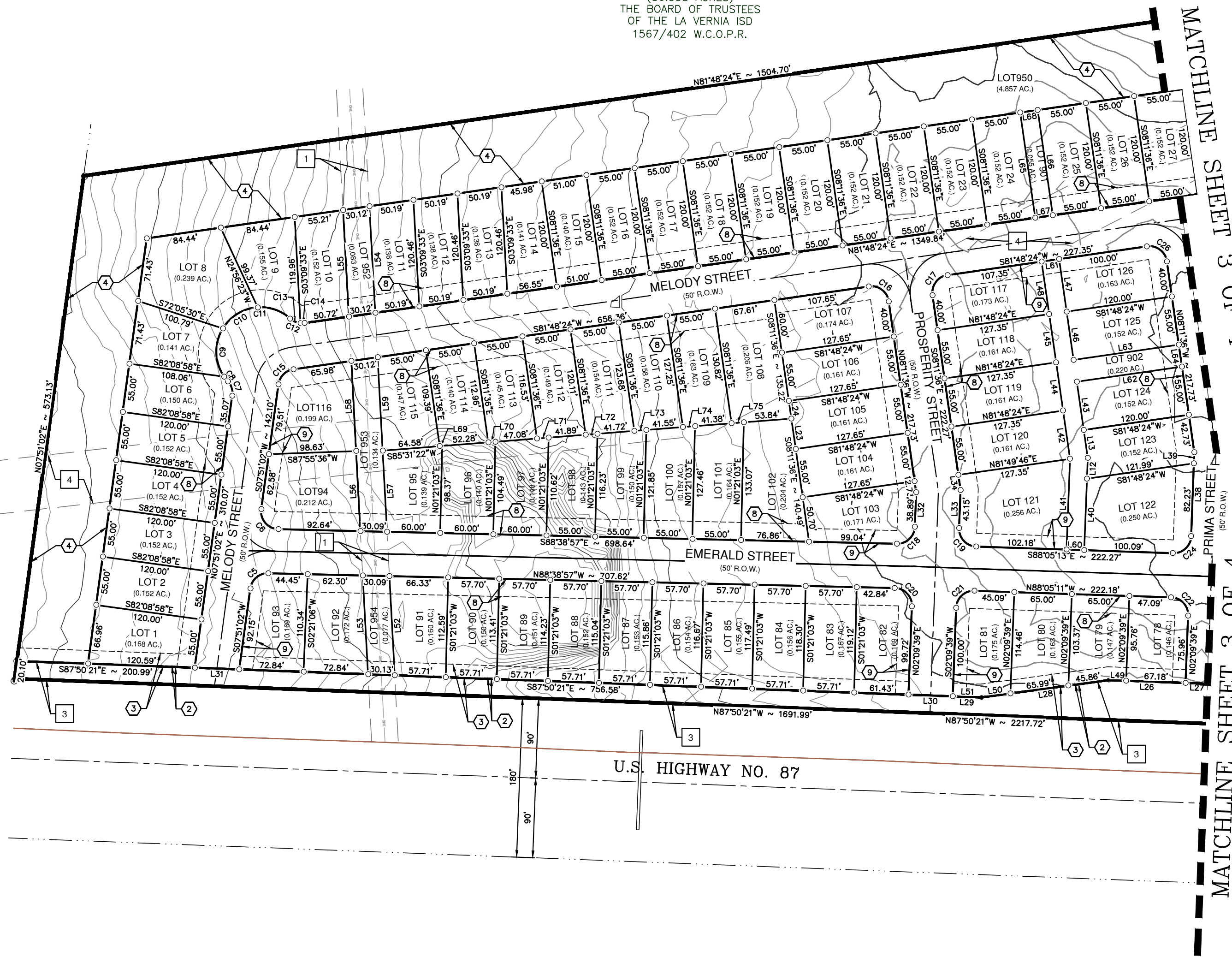
SHEET 1 OF 4

SUBDIVISION PLAT ESTABLISHING
THE HEIGHTS AT
LA VERNIA
WILSON COUNTY, TEXAS



(86.338 ACRES)
THE BOARD OF TRUSTEES
OF THE LA VERNIA ISD
1567/402 W.C.O.P.R.

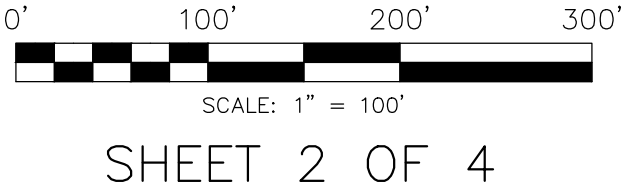
(7.776 ACRES)
VICKIE L. TREVINO
1035/224 W.C.O.P.R.

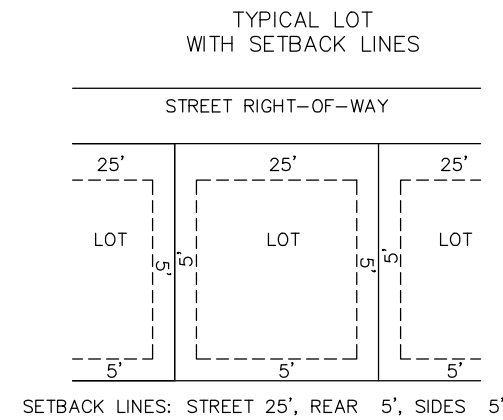
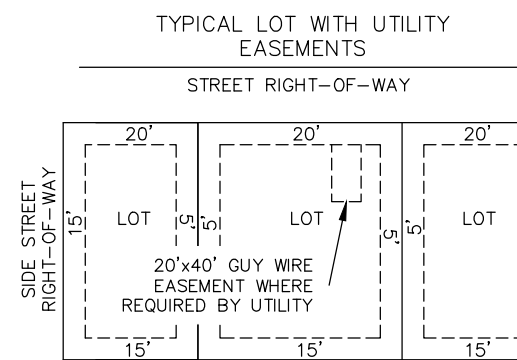


U.S. HIGHWAY NO. 87

INTREPID
SURVEYING & ENGINEERING
P.O. Box 519 • 1004 C STREET
FLORESVILLE, TX 78114
O. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

LEGEND:		KEY NOTES:	
—	BOUNDARY LINE	EXISTING	PROPOSED
---	ADJOINER LINE	1 GVEC 30' EASEMENT)	1 VARIABLE WIDTH DRAINAGE
-.-.-	EASEMENT LINE-EXISTING	(2014/290) W.C.O.P.R.	EASEMENT
-.-.-	EASEMENT LINE-PROPOSED	2 GVEC 30' EASEMENT)	2 1" NON-VEHICULAR ACCESS
---	SURVEY LINE	(2014/290) W.C.O.P.R.	3 15' UTILITY EASEMENT
---	2' CONTOUR EXISTING	3 TXDOT ROW DEED(0.9147 ACRES	4 80' GVEC EASEMENT
---	10' CONTOUR EXISTING	PARCEL 54/P00064387.001	5 30' UTILITY EASEMENT
○	1/2" IRON ROD FOUND	4 GVEC 60' EASEMENT)	6 20' INGRESS/EGRESS
○	1/2" IRON ROD SET	(2014/290) W.C.O.P.R.	EASEMENT
W.C.P.R.	WILSON COUNTY PLAT RECORDS	5 60' TXDOT CHANNEL EASEMENT	7 150' WW BUFFER ZONE
W.C.O.P.R.	WILSON COUNTY OFFICIAL PUBLIC RECORDS	PER TXDOT ROW MAP	EASEMENT
W.C.D.R.	WILSON COUNTY DEED RECORDS	○ TXDOT TYPE II MONUMENT FOUND	





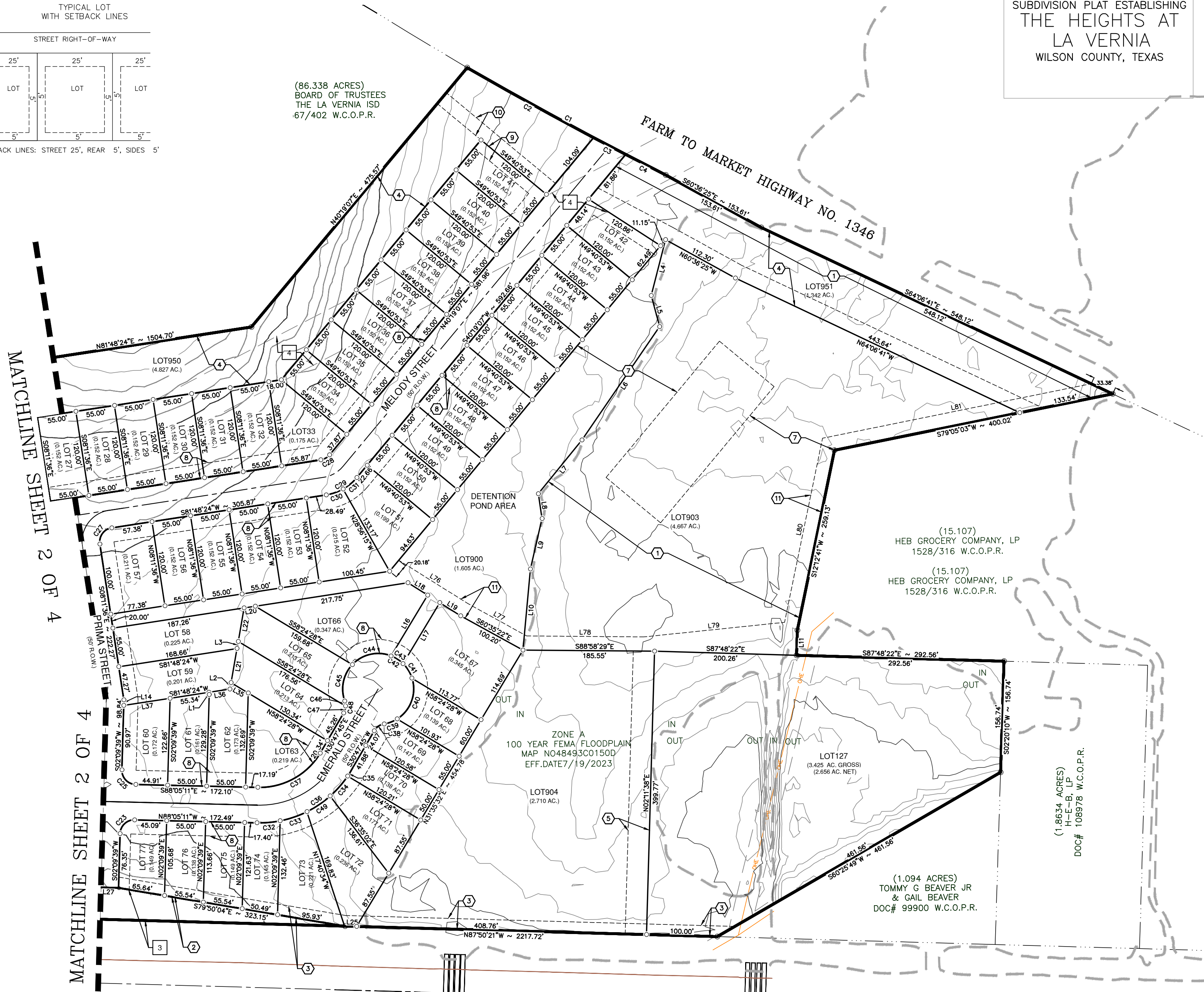
SETBACK LINES: STREET 25', REAR 5', SIDES 5'

(86.338 ACRES)
BOARD OF TRUSTEES
THE LA VERNIA ISD
67/402 W.C.O.P.R.

SUBDIVISION PLAT ESTABLISHING
THE HEIGHTS AT
LA VERNIA
WILSON COUNTY, TEXAS

MATCHLINE SHEET 2 OF 4

MATCHLINE SHEET 2 OF 4



(15.107)
HEB GROCERY COMPANY, LP
1528/316 W.C.O.P.R.

(15.107)
HEB GROCERY COMPANY, LP
1528/316 W.C.O.P.R.

(1.8634 ACRES)
H-E-B, LP
DOC# 108978 W.C.O.P.R.

(1.094 ACRES)
TOMMY G BEAVER JR
& GAIL BEAVER
DOC# 99900 W.C.O.P.R.

INTREPID
SURVEYING & ENGINEERING

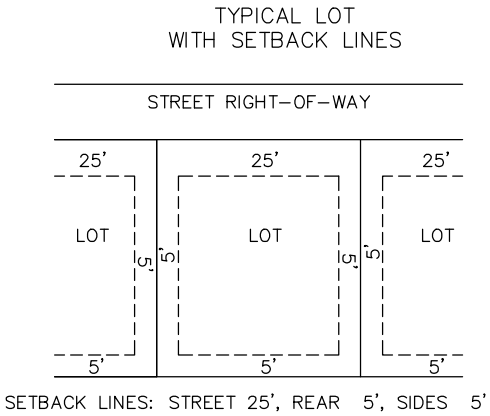
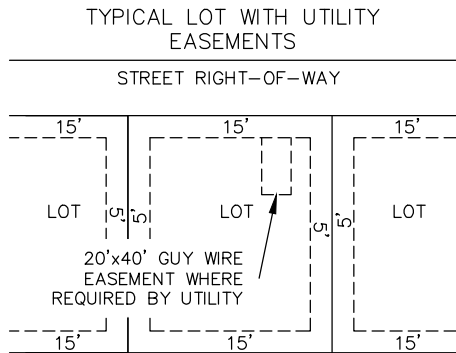
P.O. Box 519 • 1004 C STREET
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O. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

LEGEND:	
	BOUNDARY LINE
	ADJOINER LINE
	EASEMENT LINE-EXISTING
	EASEMENT LINE-PROPOSED
	SURVEY LINE
	2' CONTOUR EXISTING
	10' CONTOUR EXISTING
	1/2" IRON ROD FOUND
	1/2" IRON ROD SET
	W.C.P.R. WILSON COUNTY PLAT RECORDS
	W.C.O.P.R. WILSON COUNTY OFFICIAL PUBLIC RECORDS
	W.C.D.R. WILSON COUNTY DEED RECORDS
	100 YEAR FEMA FLOODPLAIN

KEY NOTES:	
EXISTING	PROPOSED
1 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.	1 VARIABLE WIDTH DRAINAGE EASEMENT
2 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.	2 1' NON-VEHICULAR ACCESS
3 TXDOT ROW DEED(0.9147 ACRES) PARCEL 54/P00064387.001	3 15' UTILITY EASEMENT
4 GVEC 60' EASEMENT (2014/290) W.C.O.P.R.	4 80' GVEC EASEMENT
5 60' TXDOT CHANNEL EASEMENT PER TXDOT ROW MAP	5 30' UTILITY EASEMENT
	6 20' INGRESS/EGRESS EASEMENT
	7 150' WW BUFFER ZONE EASEMENT
	8 20' FRONT UTILITY EASEMENT
	9 15' SIDE UTILITY EASEMENT
	10 20' UTILITY EASEMENT
	11 VARIABLE WIDTH UTILITY EASEMENT



SHEET 3 OF 4



SUBDIVISION PLAT ESTABLISHING
THE HEIGHTS AT
LA VERNIA
WILSON COUNTY, TEXAS

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5764.70'	003°09'45"	S61°04'09"E	318.14'	318.18'
C2	5764.70'	002°01'28"	S60°30'00"E	203.62'	203.63'
C3	5764.70'	000°30'30"	S61°45'57"E	51.13'	51.13'
C4	5764.70'	000°37'49"	S62°20'07"E	63.41'	63.41'
C5	20.00'	083°30'01"	N49°36'03"E	26.84'	29.15'
C6	20.00'	096°29'59"	N40°23'57"W	29.84'	33.68'
C7	20.00'	049°59'41"	S17°08'49"E	16.90'	17.45'
C8	50.00'	007°37'52"	S38°19'43"E	6.65'	6.66'
C9	50.00'	066°07'10"	S01°27'12"E	54.55'	57.70'
C10	50.00'	173°56'45"	N44°49'43"E	99.86'	151.80'
C11	50.00'	045°31'57"	N70°57'53"W	38.70'	39.73'
C12	20.00'	049°59'41"	S73°11'45"E	16.90'	17.45'
C13	20.00'	037°08'36"	N66°46'13"W	12.74'	12.97'
C14	20.00'	012°51'05"	S88°13'56"W	4.48'	4.49'
C15	20.00'	073°57'22"	S44°49'43"W	24.06'	25.82'
C16	20.00'	090°00'00"	S53°11'36"E	28.28'	31.42'
C17	20.00'	090°00'00"	N36°48'24"E	28.28'	31.42'
C18	20.00'	089°11'24"	S46°45'21"W	28.08'	31.13'
C19	20.00'	090°00'00"	N42°50'21"W	28.28'	31.42'
C20	20.00'	090°48'36"	S43°14'39"E	28.48'	31.70'
C21	20.00'	089°45'10"	N47°02'14"E	28.22'	31.33'
C22	20.00'	090°14'50"	N42°57'46"W	28.35'	31.50'
C23	20.00'	089°45'10"	S47°02'14"W	28.22'	31.33'
C24	20.00'	089°45'10"	N47°02'14"E	28.22'	31.33'
C25	20.00'	090°14'50"	S42°57'46"E	28.35'	31.50'
C26	20.00'	090°00'00"	N53°11'36"W	28.28'	31.42'
C27	20.00'	090°00'00"	S36°48'24"W	28.28'	31.42'
C28	20.00'	041°29'17"	S61°03'45"W	14.17'	14.48'
C29	70.00'	041°29'17"	S61°03'45"W	49.59'	50.69'
C30	70.00'	020°44'39"	N71°26'05"E	25.21'	25.34'
C31	70.00'	020°44'39"	N50°41'26"E	25.21'	25.34'
C32	150.00'	012°33'26"	N85°38'06"E	32.81'	32.87'
C33	150.00'	015°16'44"	N71°43'01"E	39.88'	40.00'
C34	150.00'	014°18'16"	N41°46'51"E	37.35'	37.45'
C35	150.00'	003°06'21"	N33°04'33"E	8.13'	8.13'
C36	150.00'	060°23'27"	S61°43'06"W	150.89'	158.10'
C37	100.00'	060°13'38"	N61°48'00"E	100.34'	105.12'
C38	20.00'	049°59'41"	S55°47'35"W	16.90'	17.45'
C39	50.00'	022°39'47"	N69°27'32"E	19.65'	19.78'
C40	50.00'	075°24'29"	N20°25'24"E	61.16'	65.81'
C41	50.00'	027°38'30"	N31°06'05"W	23.89'	24.12'
C42	50.00'	279°59'23"	S59°12'15"E	64.29'	244.34'
C43	50.00'	023°05'14"	N56°27'57"W	20.01'	20.15'
C44	50.00'	067°56'42"	S78°01'04"W	55.88'	59.29'
C45	50.00'	063°14'39"	S12°25'23"W	52.43'	55.19'
C46	20.00'	020°43'15"	S08°50'19"E	7.19'	7.23'
C47	20.00'	029°16'27"	S16°09'32"W	10.11'	10.22'
C48	20.00'	049°59'41"	N05°47'54"E	16.90'	17.45'

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S08°11'36"E	3.14'	L42	S08°11'36"E	55.05'
L2	S10°29'45"W	9.18'	L43	N08°11'36"W	55.00'
L3	S10°29'45"W	10.07'	L44	S08°11'36"E	55.00'
L4	S14°56'29"W	81.30'	L45	S08°11'36"E	55.00'
L5	S14°27'35"E	45.37'	L46	N08°11'36"W	55.00'
L6	S34°57'24"W	193.73'	L47	N08°11'36"W	60.00'
L7	S39°37'44"W	97.62'	L48	S08°11'36"E	60.00'
L8	S08°02'49"E	35.53'	L49	N87°50'21"W	19.82'
L9	S13°33'25"W	72.98'	L50	S82°14'40"W	33.32'
L10	S05°48'06"W	114.78'	L51	N87°50'21"W	32.18'
L11	S02°26'10"W	35.24'	L52	S03°03'51"E	112.11'
L12	N02°09'39"E	23.52'	L53	S03°03'51"E	111.68'
L13	N08°11'36"W	31.86'	L54	S03°09'33"E	120.46'
L14	N02°09'39"E	7.86'	L55	S03°09'33"E	120.46'
L16	S31°35'32"W	100.23'	L56	S03°03'51"E	90.60'
L17	N31°35'32"E	100.55'	L57	N03°03'51"W	91.80'
L18	S57°22'18"E	32.84'	L58	S03°03'51"E	101.81'
L19	S57°22'18"E	34.88'	L59	N03°03'51"W	105.63'
L20	N81°48'24"E	15.97'	L60	N88°05'13"W	20.00'
L21	S10°29'45"W	48.88'	L61	N81°48'24"E	20.00'
L22	S10°29'45"W	47.99'	L62	N81°48'24"E	120.00'
L23	S08°11'36"E	34.78'	L63	S81°48'24"W	120.00'
L24	S08°11'36"E	20.22'	L64	S08°11'36"E	25.00'
L25	N87°50'21"W	16.97'	L65	S08°11'36"E	120.00'
L26	S87°50'21"E	87.00'	L66	S08°11'36"E	120.00'
L27	N87°50'21"W	50.00'	L67	S81°48'24"W	20.00'
L28	N82°14'40"E	145.17'	L68	N81°48'24"E	20.00'
L29	S87°50'21"E	32.18'	L69	N85°31'22"E	2.84'
L30	N87°50'21"W	50.00'	L70	N85°31'22"E	8.03'
L31	N87°50'21"W	50.25'	L71	N85°31'22"E	13.23'
L32	N02°09'39"E	38.89'	L72	N85°31'22"E	13.40'
L33	S02°09'39"W	43.15'	L73	N85°31'22"E	13.57'
L34	N08°11'36"W	17.27'	L74	N85°31'22"E	13.74'
L35	N58°24'28"W	28.33'	L75	N85°31'22"E	13.91'
L36	S81°48'24"W	30.05'	L76	S57°22'18"E	115.06'
L37	S81°48'24"W	66.08'	L77	S60°35'22"E	94.58'
L38	N02°09'39"E	94.70'	L78	S88°58'29"E	165.14'
L39	S02°09'39"W	12.47'	L79	N84°37'59"E	199.48'
L40	N02°09'39"E	80.73'	L80	N12°12'41"E	265.02'
L41	S02°09'39"W	102.53'	L81	N79°05'03"E	386.49'

INTREPID
SURVEYING & ENGINEERING

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FLORESVILLE, TX 78114
O. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

LEGEND:

———— BOUNDARY LINE
- - - - - ADJOINER LINE
- - - - - EASEMENT LINE-EXISTING
- - - - - EASEMENT LINE-PROPOSED
- - - - - SURVEY LINE

———— 2' CONTOUR EXISTING
———— 10' CONTOUR EXISTING

⊙ 1/2" IRON ROD FOUND
○ 1/2" IRON ROD SET

W.C.P.R. WILSON COUNTY PLAT RECORDS
W.C.O.P.R. WILSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.D.R. WILSON COUNTY DEED RECORDS

———— 100 YEAR FEMA FLOODPLAIN

KEY NOTES:

EXISTING

1 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.

2 GVEC 30' EASEMENT (2014/290) W.C.O.P.R.

3 TXDOT ROW DEED(0.9147 ACRES PARCEL 54/P00064387.001

4 GVEC 60' EASEMENT (2014/290) W.C.O.P.R.

5 60' TXDOT CHANNEL EASEMENT PER TXDOT ROW MAP

PROPOSED

1 VARIABLE WIDTH DRAINAGE EASEMENT

2 1' NON-VEHICULAR ACCESS

3 15' UTILITY EASEMENT

4 80' GVEC EASEMENT

5 30' UTILITY EASEMENT

6 20' INGRESS/EGRESS EASEMENT

7 150' WW BUFFER ZONE EASEMENT

8 20' FRONT UTILITY EASEMENT

9 15' SIDE UTILITY EASEMENT

10 20' UTILITY EASEMENT

11 VARIABLE WIDTH UTILITY EASEMENT



TRAFFIC IMPACT ANALYSIS

NP Homes Subdivision
US Highway 87
La Vernia, Texas



Prepared for: Intrepid Surveying & Engineering
109 Dilworth Plaza
Poth, Texas 78147

Prepared by: AC Group, LLC
5828 Sebastian Place, Suite 108
Seguin, Texas 78249

March 28, 2024
Project No. 2024000800

Rene Arredondo 3/28/24

AC GROUP LLC
TRANSPORTATION AND TRAFFIC ENGINEERING

Texas TBPE Firm No. F-11727

TRAFFIC IMPACT ANALYSIS

**NP Homes Subdivision
La Vernia, Texas**

**March 2024
Version 1**

Prepared by:



**AC Group, LLC
5828 Sebastian Place, Ste. 108
Seguin, Texas 78249
(210) 535-3558
TBPE Firm Registration No. F-11727**

EXECUTIVE SUMMARY

Project Description

As required by the Texas Department of Transportation (TxDOT), a Traffic Impact Analysis (TIA) has been prepared on behalf of Intrepid Surveying & Engineering for the proposed NP Homes Subdivision to be located along US Highway 87 and FM 1346 in La Vernia, Texas. The proposed NP Homes Subdivision will include as many as 81 Single-Family Residential (ITE Code: 210) lots and as many as 220 Multi-family (ITE Code: 220) residential units. The proposed subdivision would generate 145 morning peak hour trips and 188 evening peak hour trips.

Access Driveways

Access to the proposed NP Homes Subdivision will include three proposed driveways along US Highway 87 and one proposed driveway along FM 1346. The three proposed driveways along US Highway 87 will be located approximately 4,115' (Driveway No. 1), 3,260' (Driveway No. 2), and 2,920' (Driveway No. 3) west of FM 1346. The one proposed driveway along FM 1346 will be located approximately 2,850' (Driveway No. 4) north of US Highway 87.

Traffic Impact Analysis

Based on trip generation and distribution projections for the proposed NP Homes Subdivision, it is not anticipated that trips entering or exiting the proposed subdivision would have a significant impact on the surrounding roadway system, specifically US Highway 87 and FM 1346.

Turn Lane Analysis

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. US Highway 87 and FM 1346 both have a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements. Based on entering and exiting trip projects, none of the proposed access intersections are forecasted to exceed the 50 vehicle per hour threshold and would not be required turn lane installations.

TRAFFIC IMPACT ANALYSIS

NP Homes Subdivision La Vernia, Texas

PROJECT SCOPE

As required by the Texas Department of Transportation (TxDOT), a Traffic Impact Analysis (TIA) has been prepared on behalf of Intrepid Surveying & Engineering for the proposed NP Homes Subdivision to be located along US Highway 87 and FM 1346 in La Vernia, Texas. The proposed NP Homes Subdivision will include as many as 81 Single-Family Residential (ITE Code: 210) lots and as many as 220 Multi-family (ITE Code: 220) residential units. The proposed subdivision would generate 145 morning peak hour trips and 188 evening peak hour trips. Figure 1 below shows a location map for the proposed NP Homes Subdivision at the intersection of US Highway 87 and FM 1346 in La Vernia, Texas.

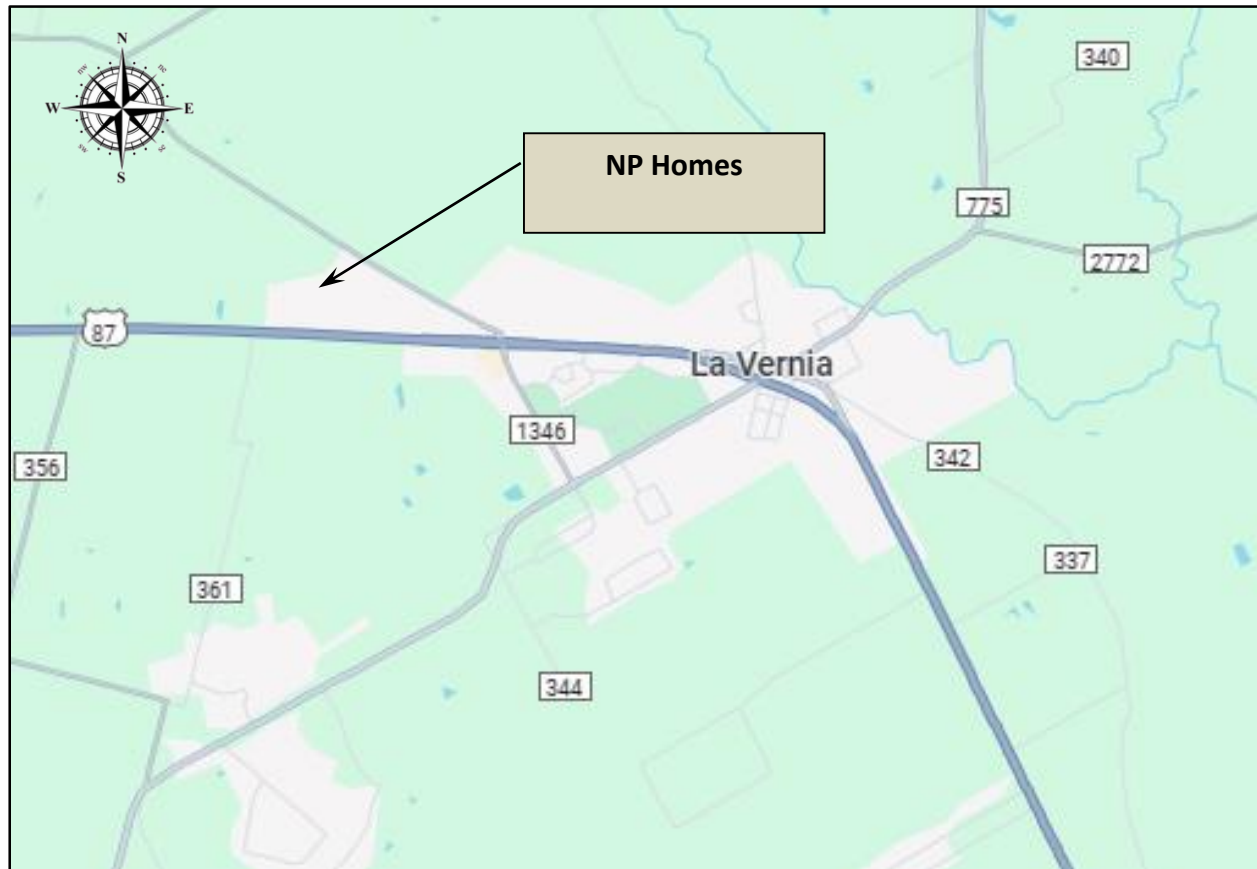


Figure 1. Location Map for the Proposed NP Homes Subdivision

Access to the proposed NP Homes Subdivision will include three proposed driveways along US Highway 87 and one proposed driveway along FM 1346. The three proposed driveways along US Highway 87 will be located approximately 4,115' (Driveway No. 1), 3,260' (Driveway No. 2), and 2,920' (Driveway No. 3) west of FM 1346. The one proposed driveway along FM 1346 will be located approximately 2,850' (Driveway No. 4) north of US Highway 87. Figure 2 below shows an aerial location map of the proposed NP Homes Subdivision at US Highway 87 and FM 1346. Figure 3 shows a site layout of the proposed NP Homes Subdivision.



Figure 2. Aerial Location Map for the Proposed NP Homes Subdivision

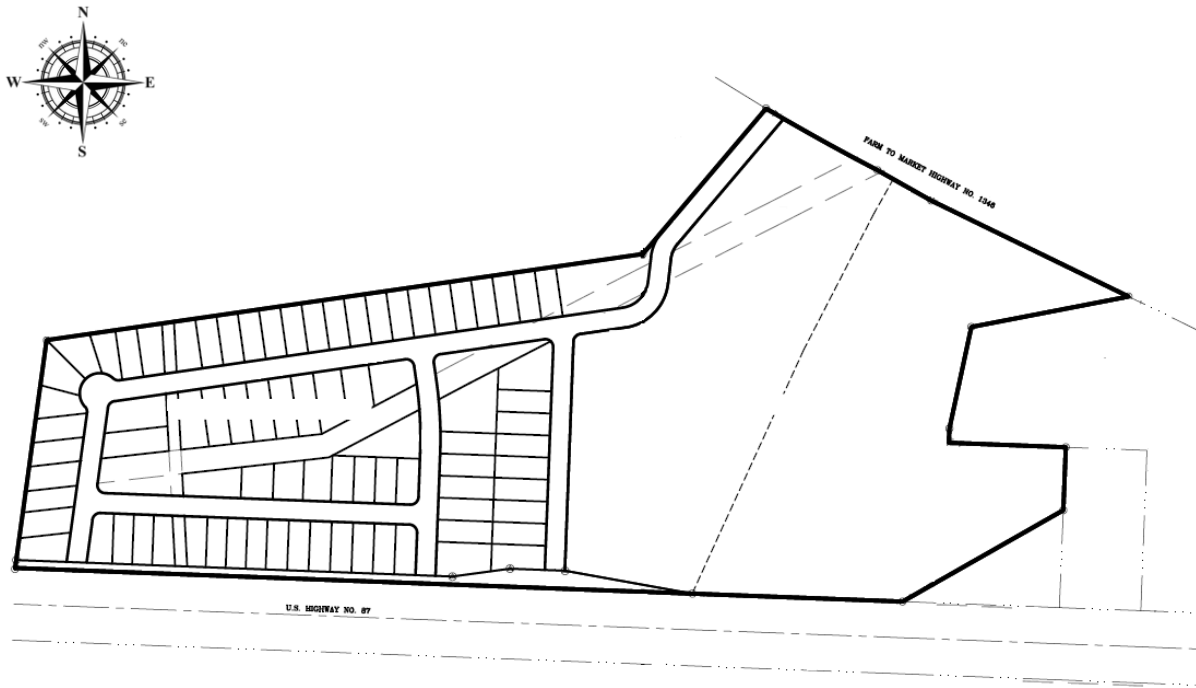


Figure 3. Site Plan for Proposed NP Homes Subdivision with Proposed Driveways

STUDY AREA

The study area for this traffic impact analysis includes each of the proposed access driveways along US Highway 87 and FM 1346. The Texas Department of Transportation (TxDOT) does require a traffic impact analysis during the access permitting process and would include each of the proposed access driveways, as shown in Figure 4 below.

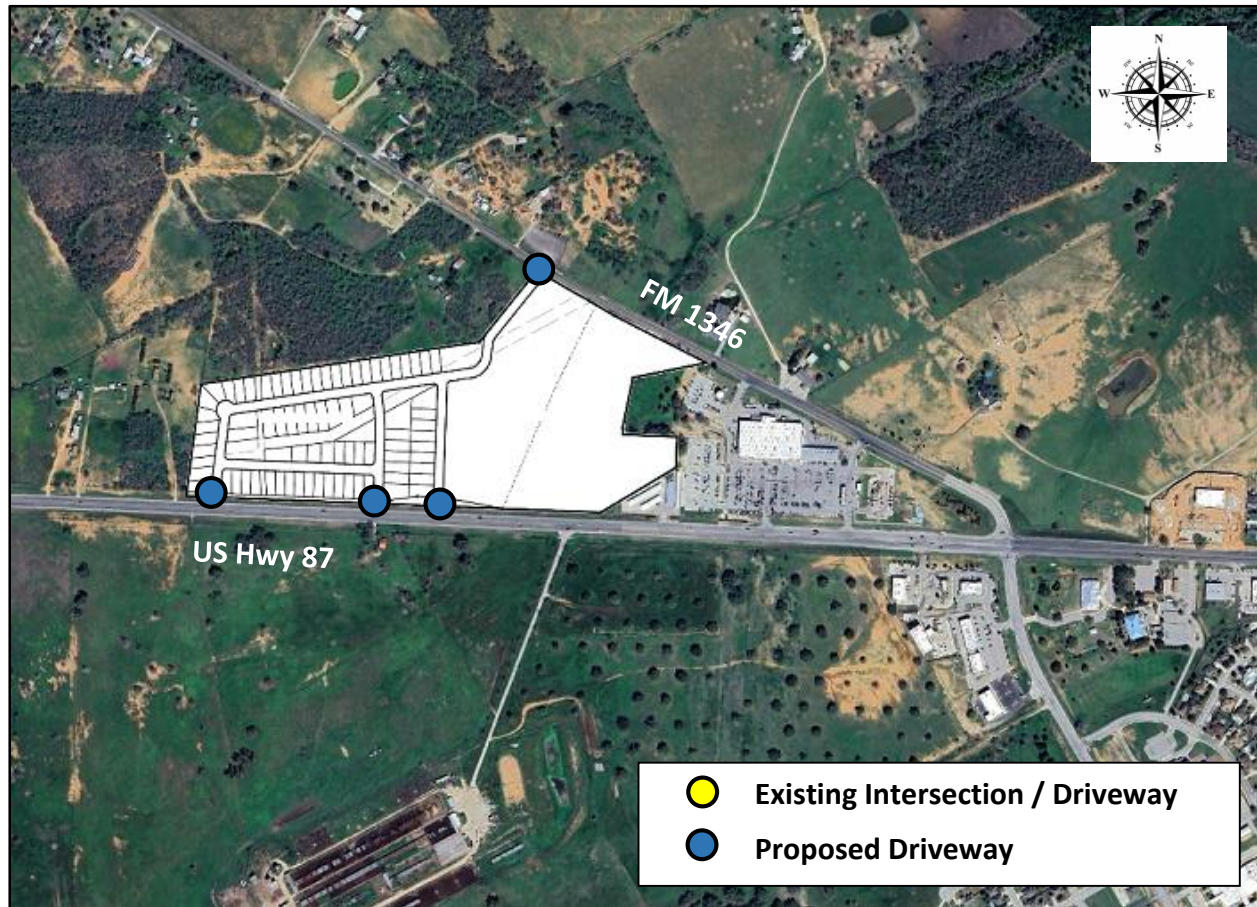


Figure 4. Study Intersections for the Proposed NP Homes Subdivision Traffic Impact Analysis

EXISTING ROADWAYS

US Highway 87 is an uncurbed 70' wide paved roadway with two 12' lanes in each direction of travel and 11' shoulders. US Highway 87 has no sidewalks and no bicycle lanes in the vicinity of the proposed development. US Highway 87 is classified as an Existing Arterial Street (100' ROW) on the City of La Vernia Master Thoroughfare Plan (October 2019) and has a posted speed limit of 45 miles per hour adjacent to the proposed development. US Highway 87 currently has fair pavement conditions with visible pavement markings. Figure 6 below shows US Highway 87 adjacent to the proposed development. Appendix G includes the City of La Vernia 2019 Master Thoroughfare Plan updated in October 2019.



Figure 6. US Highway87 – Facing east towards FM 1346

FM 1346 is an uncurbed 30' wide paved roadway with one 12' lane in each direction of travel and 3' shoulders. FM 1346 has no sidewalks and no bicycle lanes in the vicinity of the proposed development. FM 1346 is classified as an Existing Arterial Street (100' ROW) on the City of La Vernia Master Thoroughfare Plan (October 2019) and has a posted speed limit of 45 miles per hour adjacent to the proposed development. FM 1346 currently has fair pavement conditions with visible pavement markings. Figure 7 below shows FM 1346 north of US Highway 87 and adjacent to the proposed development.



Figure 7. FM 1346 – Facing North from US Highway 87

ACCESS DRIVEWAYS

Access to the proposed NP Homes Subdivision will include three proposed driveways along US Highway 87 and one proposed driveway along FM 1346. The three proposed driveways along US Highway 87 will be located approximately 4,115' (Driveway No. 1), 3,260' (Driveway No. 2), and 2,920' (Driveway No. 3) west of FM 1346. The one proposed driveway along FM 1346 will be located approximately 2,850' (Driveway No. 4) north of US Highway 87. Figure 8 below shows the location of each of the proposed access driveways along US Highway 87 and FM 1346.

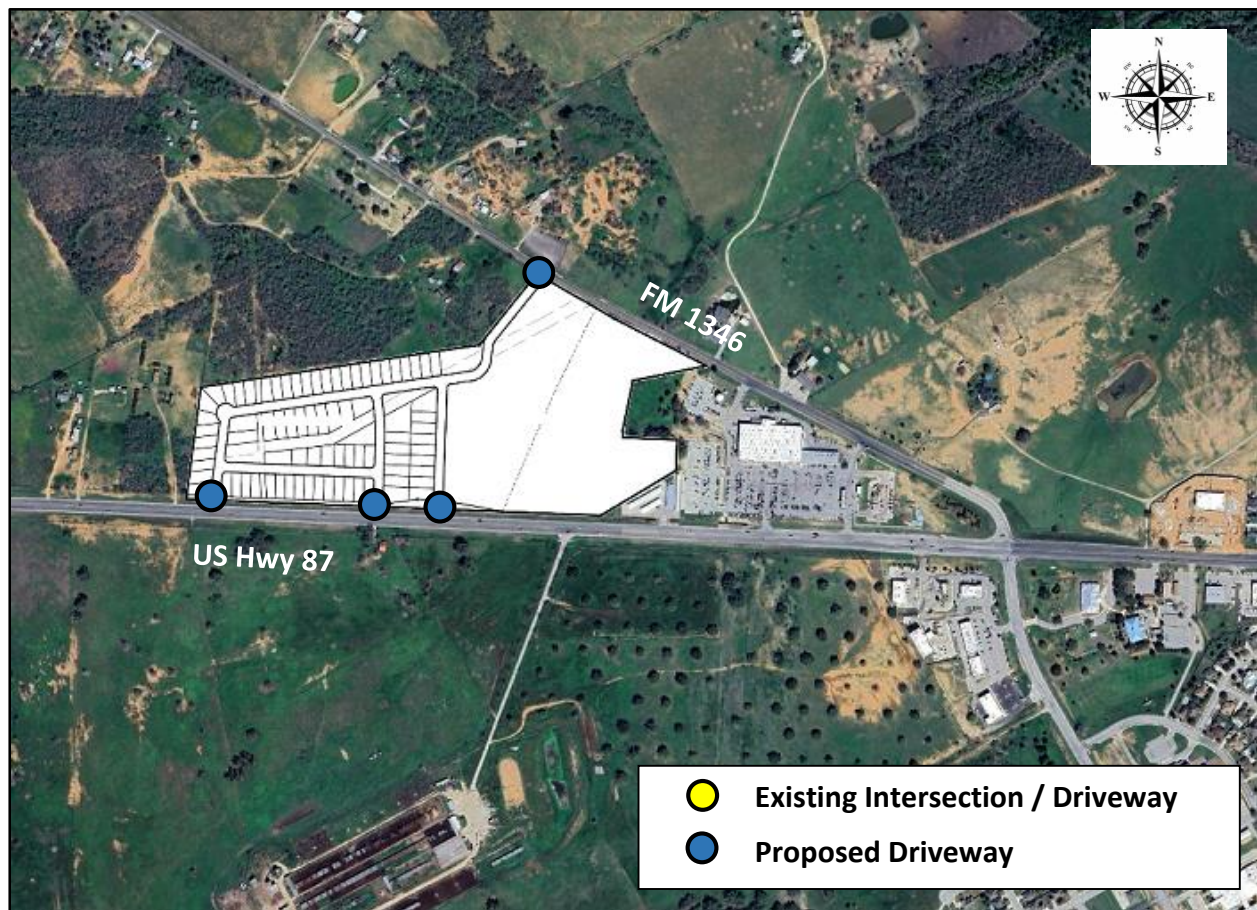


Figure 8. Existing and Proposed Access Driveways for the NP Homes

EXISTING TRAFFIC DATA

The TxDOT Traffic Count Database System (TCDS) shows that US Highway 87 east of FM 1346 had an average daily traffic (ADT) volume of 14,427 vehicles per day in 2020 and 16,809 vehicles per day in 2022. Traffic data count sheets are included in Appendix D.

BACKGROUND TRAFFIC GROWTH

An annual average growth rate (AAGR) was estimated at **8.00%** per year based on historical average daily traffic (ADT) counts available on the Texas Department of Transportation (TxDOT) Traffic Count Database System (TCDS) for 2020 and 2022. Historical average daily traffic data was available for US Highway 87 east of FM 1346. This rate represents the annual average growth rate (AAGR) for the area surrounding in the vicinity of the proposed development. The table below illustrates ADT data for US Highway 87 east of FM 1346.

Table 1. Annual Average Growth Rate for US Highway 87, East of FM 1346

Location	Year	ADT	Rate of Growth	Proposed AAGR (%)
US Hwy 87	2020	14,427	-	
	2022	16,809	0.07940	8 .00%

PROJECTED TRAFFIC DATA

Projected traffic volume data may be calculated for a 2025 project completion using a 8.00% annual average growth rate (AAGR), as determined in the previous section. The 2025 projected average daily traffic (ADT) volume for US Highway 87 east of FM 1346 and in the vicinity of the proposed development, was calculated as 21,174 vehicles per day.

TRIP GENERATION

Using the Eleventh Edition of the ITE *TRIP GENERATION MANUAL* reference, the proposed NP Homes Subdivision is projected to generate trips based on the total number of Single-Family Detached Housing (ITE Code: 210) lots and multi-family Housing (ITE Code: 220) units. Table 2 shows projected trip generation trips for the proposed NP Homes Subdivision with 81 single-family residential lots and 220 multifamily housing units.

The ITE Trip Generation Manual describes Single-Family Detached Housing (ITE Code: 210) as a site that includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

The ITE Trip Generation Manual describes a Multifamily Housing (Low-Rise) (ITE Code: 220) as housing that includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Table 2. ITE Trip Generation for the Proposed NP Homes Subdivision

TRIP GENERATION										
ITE Code	Weekday 24 Hour		Weekday AM Peak		Weekday PM Peak		Saturday 24 Hour		Saturday Peak	
210	Single-Family Detached Housing									
Rate / Lot	9.43		0.70		0.94		9.48		0.92	
Lots	81		81		81		81		81	
Trips	764		57		76		768		75	
% Enter/Exit	50%	50%	26%	74%	63%	37%	50%	50%	54%	46%
# Enter/Exit	382	382	15	42	48	28	384	384	41	34
220	Multifamily Housing (Low Rise)									
Rate / Unit	6.74		0.40		0.51		4.55		0.41	
Units	220		220		220		220		220	
Trips	1,483		88		112		1,001		90	
% Enter/Exit	50%	50%	24%	76%	63%	37%	50%	50%	50%	50%
# Enter/Exit	741	742	21	67	71	41	500	501	45	45
Total Trips	1,123	1,124	36	109	119	69	884	885	86	79
	2,247		145		188		1,769		165	

Source: ITE Trip Generation Manual, Eleventh Edition

TRIP DISTRIBUTION

Trip distribution for the proposed NP Homes Subdivision was based on the surrounding roadway system and anticipated routes to and from the surrounding major highway system, specifically US Highway 87 and FM 1346. Trip distribution for the proposed NP Homes Subdivision was forecasted as 10% from areas west of the proposed development traveling along US Highway 87, 40% from areas east of the proposed development traveling along US Highway 87, 10% from areas north of the proposed development traveling along FM 1346, and 40% from areas south of the proposed development traveling along FM 1346. Table 3 below shows projected trip distribution for trips to be generated by the proposed NP Homes Subdivision to be located on the north-west corner of the US Highway 87 and FM 1346 intersection (west of the HEB retail center) in La Vernia, Texas.

Table 3. Trip Distribution for the Proposed NP Homes Subdivision

TRIP DISTRIBUTION								
	AM Peak				PM Peak			
Enter	EB US 87	WB US 87	NB FM 1346	SB FM 1346	EB US 87	WB US 87	NB FM 1346	SB FM 1346
	10%	40%	40%	10%	10%	40%	40%	10%
	4	14	14	4	12	47	48	12
	36				119			
Exit	EB US 87	WB US 87	NB FM 1346	SB FM 1346	EB US 87	WB US 87	NB FM 1346	SB FM 1346
	40%	10%	10%	40%	40%	10%	10%	40%
	43	11	11	44	277	7	7	28
	109				69			

TURN LANE ANALYSIS

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. US Highway 87 and FM 1346 both have a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements.

Proposed Access No. 1 along US Highway 87 has a projected eastbound left-turn volume of 2 vehicles per hour during the morning peak hour and 6 vehicles per hour during the evening peak hour. Based on turning volume criteria, a left-turn lane would NOT be required for proposed Access No. 1 along eastbound US Highway 87.

Proposed Access No. 1 also has a projected westbound right-turn volume of 4 vehicles per hour during the morning peak hour and 12 vehicles per hour during the evening peak hour. Based on turning volume criteria, a right-turn lane would NOT be required for proposed Access No. 1 along westbound US Highway 87.

Proposed Access No. 2 along US Highway 87 has a projected eastbound left-turn volume of 0 vehicles per hour during the morning peak hour and 0 vehicles per hour during the evening peak hour. Based on turning volume criteria, a left-turn lane would NOT be required for proposed Access No. 2 along eastbound US Highway 87.

Proposed Access No. 2 also has a projected westbound right-turn volume of 4 vehicles per hour during the morning peak hour and 12 vehicles per hour during the evening peak hour. Based on turning volume criteria, a right-turn lane would NOT be required for proposed Access No. 2 along westbound US Highway 87.

Proposed Access No. 3 along US Highway 87 has a projected eastbound left-turn volume of 2 vehicles per hour during the morning peak hour and 6 vehicles per hour during the evening peak hour. Based on turning volume criteria, a left-turn lane would NOT be required for proposed Access No. 3 along eastbound US Highway 87.

Proposed Access No. 3 also has a projected westbound right-turn volume of 12 vehicles per hour during the morning peak hour and 47 vehicles per hour during the evening peak hour. Based on turning volume criteria, a right-turn lane would NOT be required for proposed Access No. 3 along westbound US Highway 87.

Proposed Access No. 4 along FM 1346 has a projected northbound left-turn volume of 8 vehicles per hour during the morning peak hour and 24 vehicles per hour during the evening peak hour. Based on turning volume criteria, a left-turn lane would NOT be required for proposed Access No. 4 along northbound FM 1346.

Proposed Access No. 4 also has a projected southbound right-turn volume of 4 vehicles per hour during the morning peak hour and 12 vehicles per hour during the evening peak hour. Based on turning volume criteria, a right-turn lane would NOT be required for proposed Access No. 4 along southbound FM 1346.

CONCLUSION

Based on trip generation and distribution projections for the proposed NP Homes Subdivision, it is not anticipated that trips entering or exiting the proposed subdivision would have a significant impact on the surrounding roadway system, specifically US Highway 87 and FM 1346.

Turn Lane Analysis

Table 2-3 of the TxDOT *Access Management Manual* requires that a left or right-turn lane be installed when turn volumes exceed 50 vehicles per hour in a 45 mile per hour (or greater) speed zone and 60 vehicles per hour in speed zones less than 45 miles per hour. US Highway 87 and FM 1346 both have a posted speed limit of 45 miles per hour in the vicinity of the proposed development; therefore the 50 vehicle per hour threshold was used for the determination of turn lane requirements. Based on entering and exiting trip projects, none of the proposed access intersections are forecasted to exceed the 50 vehicle per hour threshold and would not be required turn lane installations.



Prepared by:

A handwritten signature in blue ink, appearing to read "Rene Arredondo".

Rene Arredondo, P.E., P.T.O.E.

APPENDIX INDEX

Appendix A Site Layout - Exhibit A

Appendix B Aerial Photo – Exhibit B

Appendix C Trip Distribution Exhibits – Exhibits C and D

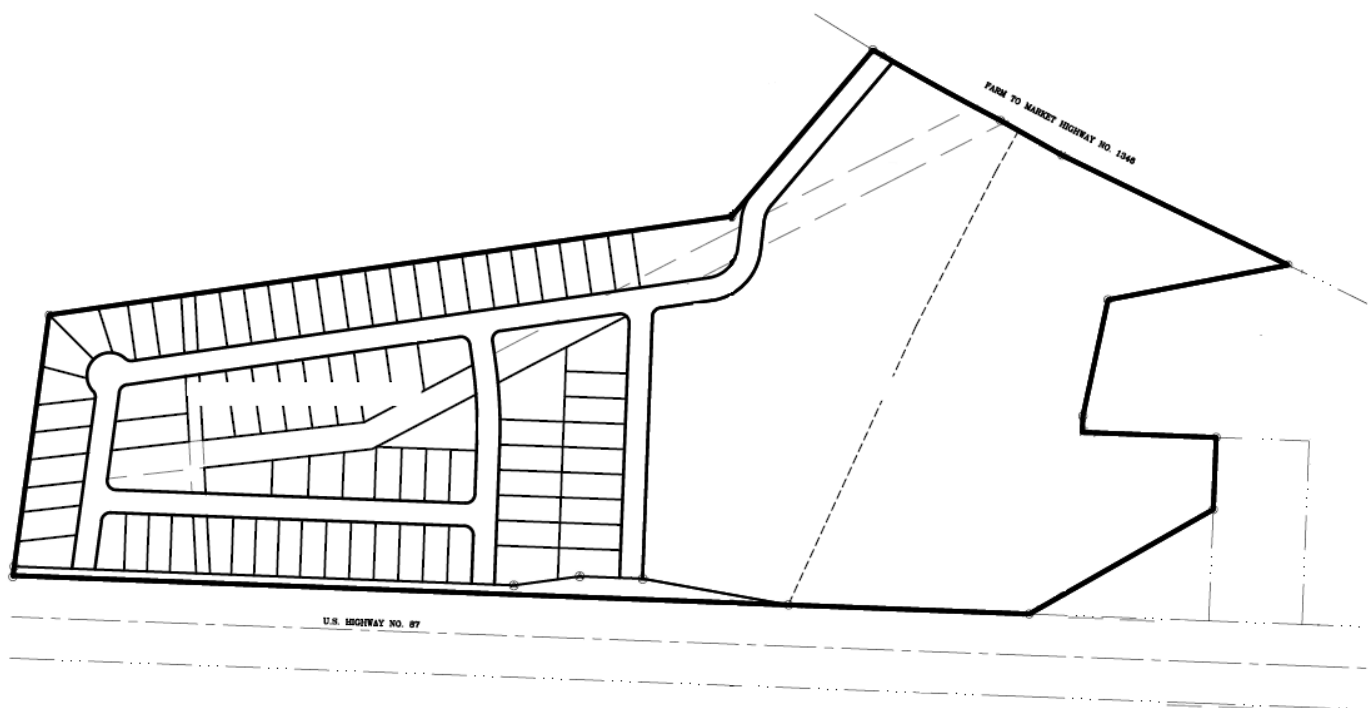
Appendix D Traffic Data Sheets

Appendix E City of La Vernia Master Thoroughfare Plan (2019)

SITE LAYOUT

EXHIBIT A

APPENDIX A



FIRM TBPE No. F-11727

5828 Sebastian Place, Suite 108
San Antonio, Texas 78250

Office: (210) 258-2447
Fax: (210) 509-9680

SITE LAYOUT

NP HOMES SUBDIVISION

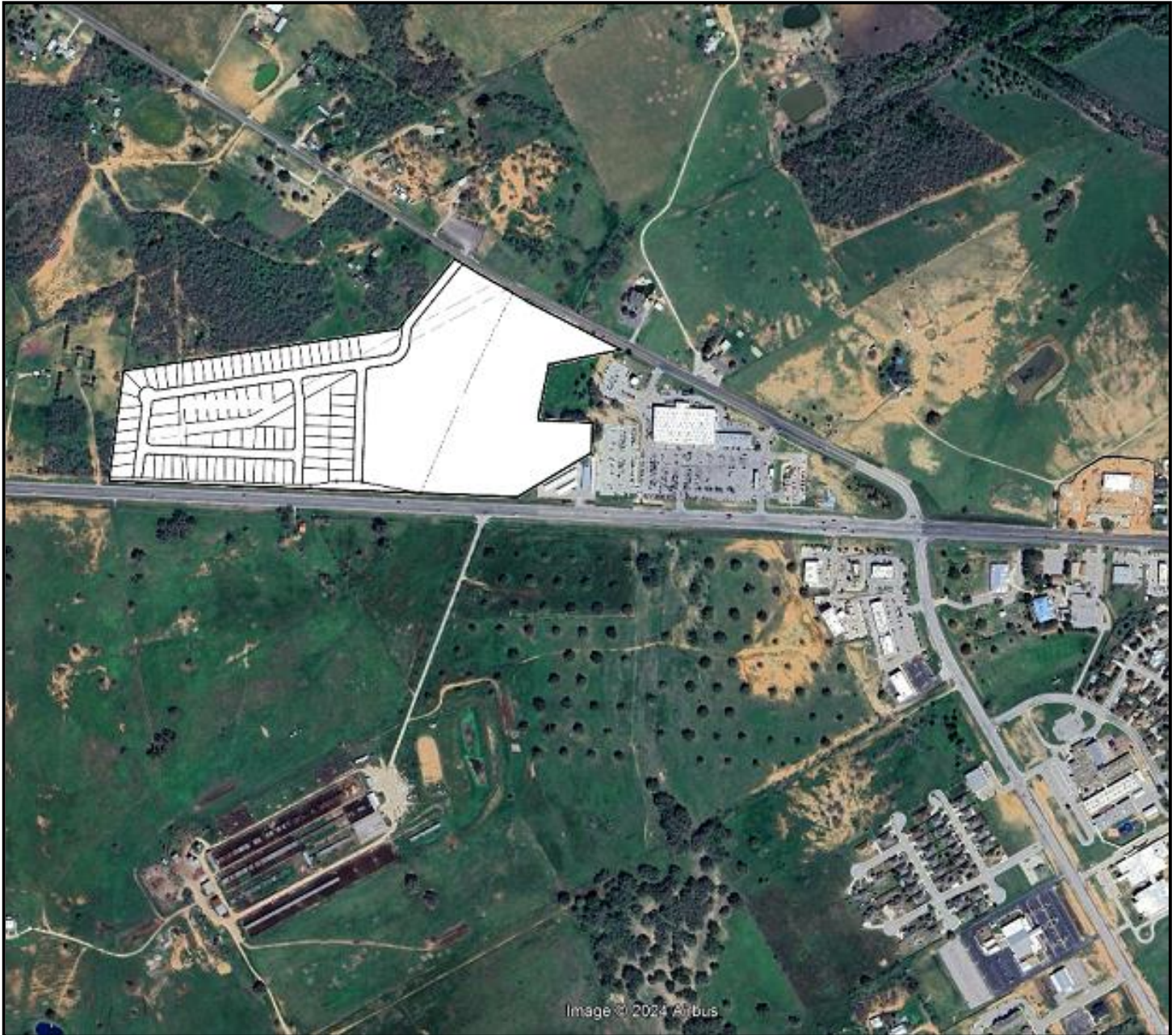


EXHIBIT A

AERIAL PHOTOGRAPH

EXHIBIT B

APPENDIX B



FIRM TBPE No. F-11727

5828 Sebastian Place, Suite 108
San Antonio, Texas 78253

Office: (210) 258-2447
Fax: (210) 509-9680

AERIAL PHOTOGRAPH

NP HOMES SUBDIVISION



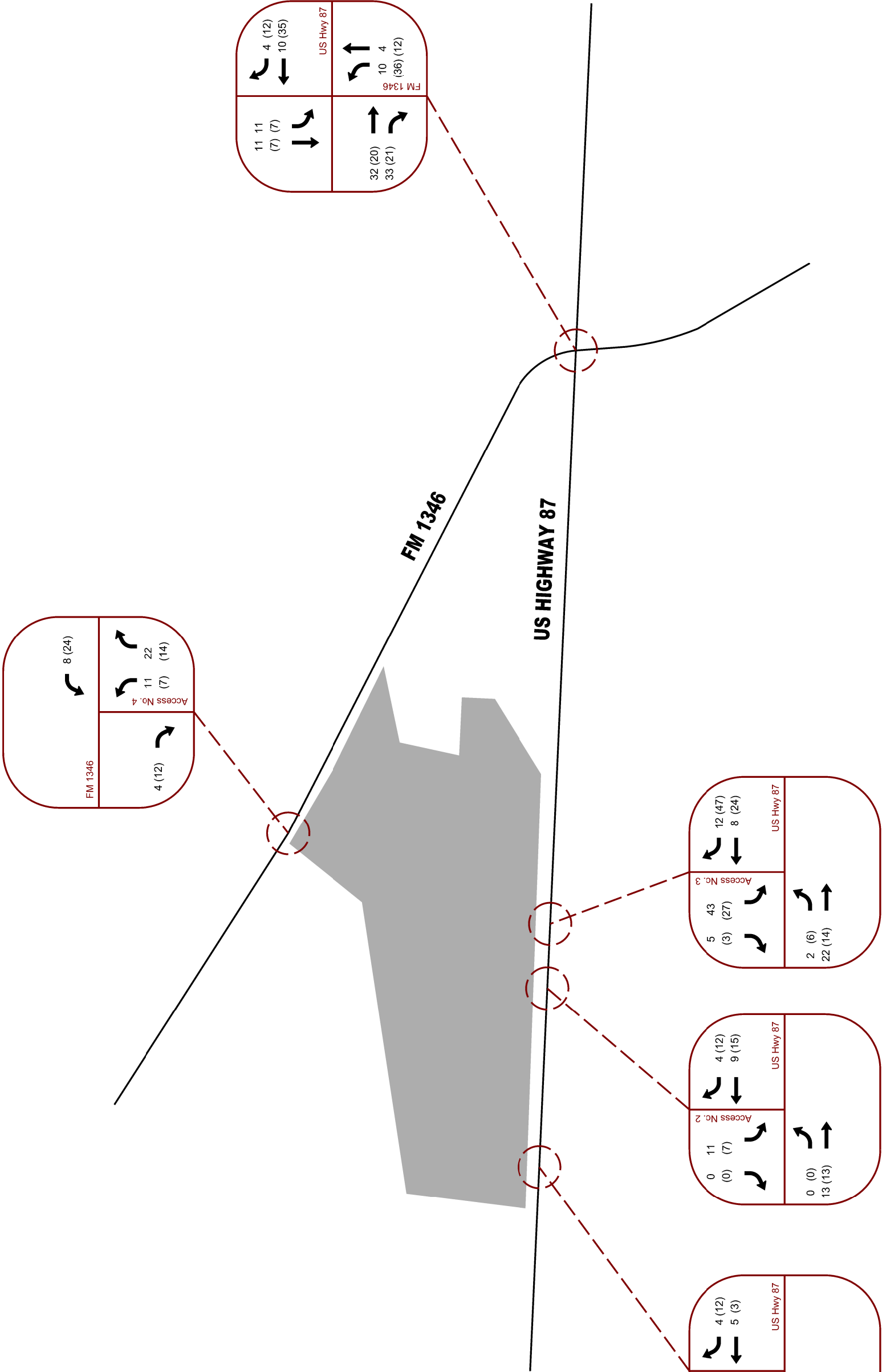
NORTH

EXHIBIT B

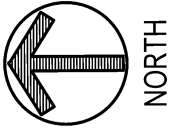
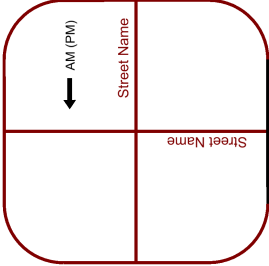
TRIP DISTRIBUTION EXHIBITS

- Exhibit C – Trip Generation and Distribution Percentages
- Exhibit D – Trip Generation and Distribution Volumes

APPENDIX C



LEGEND



FIRM TBPE No. F-11727

5828 Sebastian Place, Suite 108
San Antonio, Texas 78250

Office: (210) 256-2447
Fax: (210) 509-9680

TRIP DISTRIBUTION (VOLUMES)

NP HOMES SUBDIVISION

EXHIBIT D

TxDOT TRAFFIC DATA SHEETS

APPENDIX D



Traffic Count Database System (TCDS)

[Home](#)
[Back](#)
[Login](#)
[+ Locate](#)
[+ Locate All](#)
[Auto-Locate ON](#)

Volume Count Report

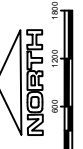
LOCATION INFO	
Location ID	247H79
Type	SPOT
Funct'l Class	3
Located On	US0087
Loc On Alias	US0087-KG
Direction	2-WAY
County	Wilson
Community	La Vernia
MPO ID	
HPMS ID	ASSIGNED
Agency	Texas DOT

COUNT DATA INFO	
Count Status	Accepted
Holiday	No
Start Date	Mon 10/17/2022
End Date	Tue 10/18/2022
Start Time	10:30:00 AM
End Time	10:30:00 AM
Direction	
Notes	
Station	
Study	
Speed Limit	
Description	
Sensor Type	Axle/Tube
Source	TCDS_COUNT_IMPORT_COMBINE
Latitude, Longitude	

INTERVAL:15-MIN					
Time	15-min Interval				Hourly Count
	1st	2nd	3rd	4th	
0:00-1:00	26	16	13	26	81
1:00-2:00	14	7	8	15	44
2:00-3:00	21	10	20	15	66
3:00-4:00	13	34	29	31	107
4:00-5:00	45	39	43	65	192
5:00-6:00	65	97	142	170	474
6:00-7:00	216	231	259	257	963
7:00-8:00	319	442	447	365	1,573
8:00-9:00	340	350	277	289	1,256
9:00-10:00	261	263	246	276	1,046
10:00-11:00	260	239	225	222	946
11:00-12:00	257	248	237	277	1,019
12:00-13:00	276	239	266	242	1,023
13:00-14:00	288	260	283	291	1,122
14:00-15:00	258	242	272	275	1,047
15:00-16:00	287	359	396	352	1,394
16:00-17:00	479	440	394	340	1,653
17:00-18:00	388	414	376	335	1,513
18:00-19:00	304	303	284	221	1,112
19:00-20:00	203	191	158	154	706
20:00-21:00	153	140	120	96	509
21:00-22:00	91	72	57	50	270
22:00-23:00	54	48	39	28	169
23:00-24:00	34	38	21	19	112
Total					18,397
AADT					16,809
AM Peak	07:15-08:15				1,594
PM Peak	15:30-16:30				1,667

CITY OF LA VERNIA MASTER THOROUGHFARE PLAN (2019)

APPENDIX E



- LEGEND
- CITY LIMITS LINE
 - EXISTING ARTERIAL STREETS (10' ROW)
 - EXISTING COLLECTOR STREETS (10' ROW)
 - EXISTING LOCAL STREETS (10' ROW)
 - PROPOSED ARTERIAL STREETS (10' ROW)
 - PROPOSED COLLECTOR STREETS (10' ROW)
 - PROPOSED LOCAL STREETS (10' ROW)
 - FLOODPLAIN LIMITS

ORDINANCE NO. 042023-01**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS
AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 46.7
ACRES OF LAND FROM C-2 GENERAL COMMERCIAL TO PDD PLANNED
DEVELOPMENT DISTRICT**

WHEREAS, an application to rezone approximately 46.7 acres of land generally located on US Hwy 87 W being 46.66 acres of land out of the Francisco Herrera Survey No. 6, Abstract No. 15, Wilson County, Texas and also being the residual of that certain 52.404 acre tract described in Volume 985, Page 738 of the Official Public Records of Wilson County, Texas, and more specifically described in the Exhibit A and Exhibit B attached herein, the "Property") has been filed with the City; and

WHEREAS, the City's Code of Ordinances Section 38-1-8. provides for certain criteria ("the Criteria") to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change; and

WHEREAS, on April 18, 2023, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation of approval of the rezoning according to the development standards ("Development Standards") set forth in Exhibit C attached herein; and

WHEREAS, on April 20, 2023, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Planned Development District (PDD) and shall develop in accordance with the conceptual plan and development standards set forth in Exhibit B and Exhibit C attached herein.

Section 2. The Official Zoning Map of the City of La Vernia, described and referred to in Section 38-203. of the La Vernia Code of Ordinance, shall be revised to reflect the above amendment.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 5. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public as required and that public notice of the time, place, and purpose or said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government code as amended.

Section 7. This Ordinance will take effect upon its adoption by the City Council

PASSED, APPROVED, AND ADOPTED THIS 20TH DAY OF APRIL 2023.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Lindsey Wheeler, City Secretary
City of La Vernia

Exhibit A - "The Property"

LEGAL DESCRIPTION: Being 46.66 acres of land out of the Francisco Herrera Survey No. 6, Abstract No. 15, Wilson County, Texas and also being the residual of that certain 52.404 acre tract described in Volume 985, Page 738 of the Official Public Records of Wilson County, Texas; Said 46.66 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in November, 2022:

BEGINNING at a 1/2 inch iron rod found in the north line of U.S. Highway No. 87 for the southeast corner of that certain 7.776 acre tract described in Volume 1035, Page 224 of said Official Public Records and the southwest corner hereof;

THENCE North 07°51'02" East a distance of 573.13 feet along the east line of said 7.776 acre tract to a 1/2 inch iron rod found for the southwest corner of that certain 86.338 acre tract described in Volume 1567, Page 402 of said Official Public Records and the northwest corner hereof;

THENCE along the common lines of said 86.338 acre tract, the following 2 courses:

1. North 81°48'24" East a distance of 1504.70 feet to a 1/2 inch iron rod found for an interior corner hereof;
2. North 40°19'07" East a distance of 475.57 feet to a 1/2 inch iron rod found in the southwest line of Farm to Market Highway No. 1346 for the north corner hereof;

THENCE along the common lines of Farm to Market Highway No. 1346, the following 3 courses:

1. Following a curve turning to left through an angle of 003°09'41", having a radius of 5764.70 feet, an arc length 318.18 feet and whose long chord bears South 61°04'09" East a distance of 318.14 feet to a 1/2 inch iron rod found for a northeast corner hereof;
2. South 60°36'25" East a distance of 153.61 feet to a 1/2 inch iron rod found for a northeast corner hereof;
3. South 64°06'41" East a distance of 548.12 feet to a 1/2 inch iron rod found for the north corner of that certain 15.107 acre tract described in Volume 1528, Page 316 of said Official Public Records and an east corner hereof;

THENCE along the common lines of said 15.107 acre tract, the following 4 courses:

1. South 79°05'03" West a distance of 400.02 feet to a 1/2 inch iron rod found for an interior corner hereof;
2. South 12°12'41" West a distance of 259.13 feet to a 1/2 inch iron rod found for a corner hereof;
3. South 02°26'10" West a distance of 35.24 feet to a 1/2 inch iron rod found for an interior corner hereof;
4. South 87°48'22" East a distance of 292.56 feet to a 1/2 inch iron rod found for the northwest corner of that certain 1.8634 acre tract described in Document No. 108978 of said Official Public Records and a northeast corner hereof;


THENCE South 02°20'10" West a distance of 156.74 feet along the west line of said 1.8634 acre tract to a 1/2 inch iron rod found for the north corner of that certain 1.094 acre tract described in Document No. 99900 of said Official Public Records and a southeast corner hereof;

THENCE South 60°25'49" West a distance of 461.56 feet along the northwest line of said 1.094 acre tract to a 1/2 inch iron rod found in the north line of U.S. Highway No. 87 for the southwest corner of said 1.094 acre tract and the southeast corner hereof;

THENCE North 87°50'21" West a distance of 2217.72 feet along the north line of U.S. Highway No. 87 to the **POINT OF BEGINNING** containing 46.66 acres more or less, and as shown on certified plat herewith.

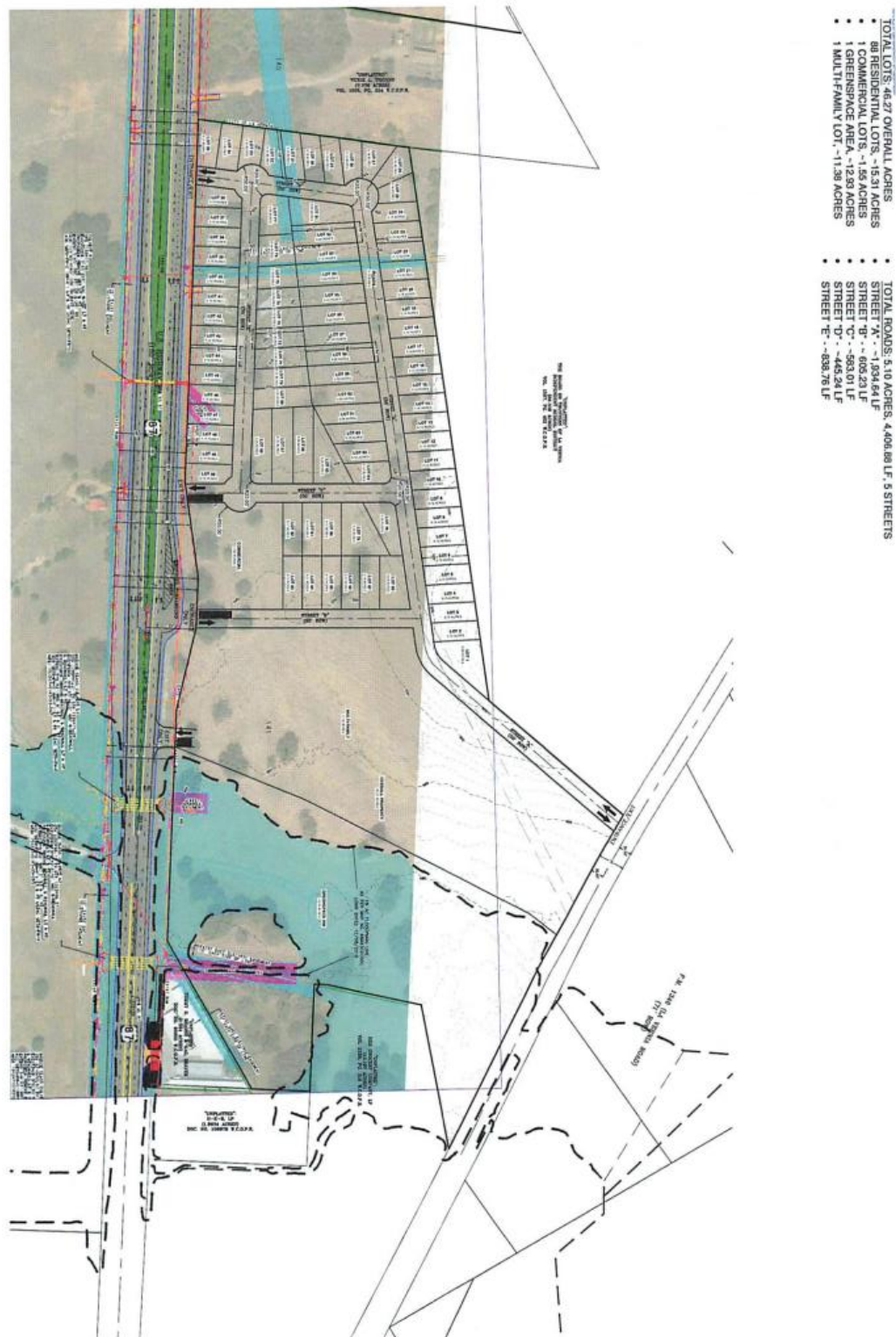
Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Surveyed by;


Sherman L. Posey, R.P.L.S.
Job# 22-1168.

November 10, 2022

Exhibit B
“Conceptual Plan”



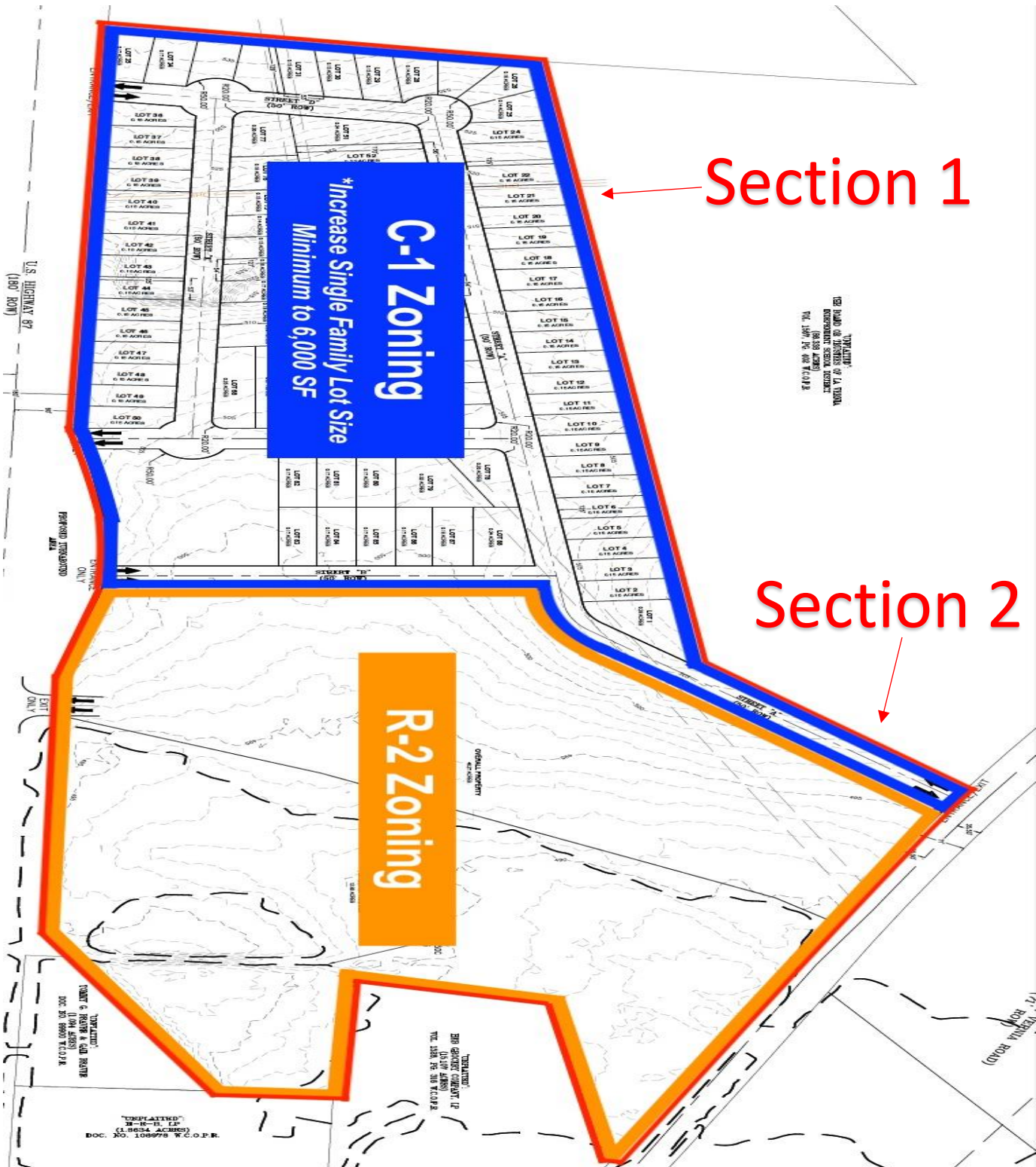


Exhibit C

DEVELOPMENT STANDARDS FOR
PLANNED DEVELOPMENT DISTRICT (PDD)

For (46.66 acres of land out of the Francisco Herrera Survey No. 6, Abstract No.15)

PURPOSE STATEMENT

To provide a planned development district (PDD) consistent with modern planned mixed-use developments.

PDD Conforming Statement

The proposed PDD will conform with the base zoning district(s) unless specifically addressed with the proposed development standards.

Base Zoning District

The property within this PDD will develop in accordance with the base zoning of C-1 Commercial and R-2 General Residential as shown on the Conceptual Plan, with modifications to the district requirements as identified in these development standards. The property will develop in accordance the current zoning ordinance as amended except as expressly stated in these development standards.

List of Zoning Deviations

The following lists all exemptions, modifications, or additions for this PDD to the City’s current zoning ordinance as amended: Section 38-208. (Dimensional and development standards) – Modifications to the dimensional requirements and the current City of La Vernia Code as amended for all other code requirements and specifications. The dimensional requirements change will be as follows:

District Name	Minimum Lot Size and Dimensions			Minimum Yard Setback			Minimum Height
	Area Sq ft	Width ft	Depth ft	Front ft	Side ft	Rear ft.	Max Height ft.
C-1	6000	25	100	25	5	5	30

RESOLUTION NO. R111325-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH THE WILSON COUNTY NO KILL ANIMAL SHELTER CONCERNING ANIMAL SHELTER SERVICES; AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE WILSON COUNTY NO KILL ANIMAL SHELTER.

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 citizens of the city of La Vernia will benefit from the agreement with the Wilson County No-Kill Animal Shelter concerning animal shelter services as described in **Exhibit A**; and

WHEREAS, the City Council finds it to be in the best interest to have this agreement with the Wilson County No-Kill Animal Shelter concerning animal shelter services;

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 the Wilson County No-Kill Animal Shelter concerning animal shelter services as described in "Attachment A" of this Resolution.

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 13th day of November 2025.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment A

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

THE STATE OF TEXAS §
 §
COUNTY OF WILSON §

This agreement is made this ____ day of _____, 2025 by and between The Wilson County No Kill Animal Shelter, Inc., a Texas non-profit corporation (herein referred to as the "Shelter") and the City of La Vernia, Texas, a home rule municipality (herein referred to as the "City").

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

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

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

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

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

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

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

**ARTICLE ONE
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

ARTICLE TWO IMPOUNDMENT

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

2.2 **Impoundment.** The SHELTER agrees that it will accept all animals brought to its Facility by CITY. Such animals shall be impounded under the exclusive control and custody of the SHELTER for periods of time as required by Title 10, Texas Health and Safety code and the CITY Ordinance except as hereinafter set forth. In the event of conflict between provisions, state law shall control. Prior to delivery to the SHELTER, the CITY shall scan for microchips or search for the CITY license and use all reasonable diligence to notify the licensed owner, if any. The CITY shall take all injured animals that are licensed and tagged in accordance with the CITY licensing program to a veterinarian or animal clinic during SHELTER non-business hours for

treatment in accordance with City Ordinance. The CITY shall not accept a surrender of ownership of an animal by its owner at the Facility, except through and at the SHELTER.

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

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

ARTICLE THREE ANIMAL DISPOSITION

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

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

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

3.2 Impoundment, Boarding and Adoption. The SHELTER agrees, in accordance with Paragraph 3.1 of this Agreement, that if the owner of an impounded animal shall claim the animal prior to the Redemption Period the SHELTER shall collect from the owner the then current impoundment fee together with the cost of board at the then current rate per animal so impounded. Further, the SHELTER shall require the owner of every impounded animal to pay all applicable fees including licensing and vaccination fees of an impounded animal which has not

been inoculated and licensed, as appropriate. The SHELTER shall set, in its sole discretion, all fees, if any, it charges to the public for an animal adoption.

ARTICLE FOUR COLLECTION OF FEES

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

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

ARTICLE FIVE COST OF SERVICES AND FEES

5.1 Cost. For the first CITY fiscal year this Agreement is in effect, the CITY agrees to pay and the SHELTER agrees to accept as compensation for the services it renders an Annual Payment of \$10,000.00 which is based upon a Contract Rate of \$200.00 per animal. The Annual Payment shall be adjusted annually as set forth below for each year this Agreement is in effect for services to be performed hereunder.

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

5.3 Annual adjustment. By July 31st of each year this Agreement is in effect, both parties agree to meet to determine the Annual Payment and the Contract Rate relating thereto for the upcoming CITY fiscal year. Such amount shall be calculated by taking into consideration the reasonably anticipated annual costs for the SHELTER to perform its services hereunder at the Facility credited or offset by the reasonably anticipated annual amount of licensing fees the SHELTER expects to receive on behalf of the CITY. In determining the reasonably anticipated annual costs for the SHELTER to perform its services hereunder, the actual total costs of such services to the proportionate number of animals the SHELTER processes on behalf of the CITY shall be taken into consideration. The CITY agrees to adopt by resolution the new mutually agreed upon Annual Payment and the Contract Rate relating thereto for each year this Agreement is in effect.

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

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

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

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

- A. The SHELTER agrees to provide to the CITY, a report setting forth the following information for each animal delivered by the CITY to the facility:
 - *date delivered to the SHELTER;
 - *type of animal (cat, dog or other)
 - *reason for impoundment and
 - *total number of animals delivered to the SHELTER.

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

**ARTICLE SIX
LEGAL HOLDS**

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

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**ARTICLE SEVEN
CITY REPRESENTATIONS AND OBLIGATIONS**

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

ARTICLE EIGHT SHELTER REPRESENTATIONS AND OBLIGATIONS

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

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

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

ARTICLE NINE INSURANCE

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

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

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

ARTICLE TEN
INDEMNIFICATION

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

ARTICLE ELEVEN
CONTRACT TERM

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

ARTICLE TWELVE
DEFAULT

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

12.2 **CITY Default.** If CITY fails in any material term or condition of this Agreement and SHELTER is not in default, SHELTER, as its option, may terminate this Agreement, and

SHELTER may thereafter pursue its remedies available at law. In no event shall CITY be liable to SHELTER for any consequential damages as a result of its breach. In the event the CITY fails to remit to the SHELTER the Contract Rate or any additional fees and expenses due hereunder, the CITY shall be in default. Any past due payment of fees and expenses shall bear interest in accordance with Texas Government Code, Chapter 2251. The SHELTER may, in its sole discretion, terminate this agreement for non-payment of fees if the CITY has not cured its default after sixty (60) days written notice.

ARTICLE THIRTEEN NOTICE

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

To the SHELTER:

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

To CITY:

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

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

ARTICLE FOURTEEN DISPUTE RESOLUTION

The parties agree to use reasonable efforts to resolve any and all disputes regarding the subject matter of this Agreement without resorting to litigation. If a dispute should arise regarding any aspect of this Agreement, the parties agree to meet informally to discuss the possible solutions

to the dispute. Should the informal meeting(s) fail to resolve the dispute, the parties may resort to litigation in a court of competent jurisdiction.

ARTICLE FIFTEEN MISCELLANEOUS

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

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

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

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

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

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

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

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

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

ACTION BY THE CITY OF LA VERNIA

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

Mayor

ATTEST:

City Secretary

[Remainder of Page Intentionally Left Blank]

ACTION BY WILSON COUNTY NO KILL ANIMAL SHELTER

APPROVED BY: _____
Brandy Barnett, President

DATE: _____

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared _____ on behalf of the Wilson County No Kill Animal Shelter, who, being duly sworn, states that she is authorized to execute the foregoing Contract Amendment, and acknowledged to me that she executed the same for the purposes therein stated.

Subscribed and sworn to before me on this _____ day of _____, 2025 to certify which witness my hand and seal of office.

Notary Public, In and Of the State of Texas

RESOLUTION NO. R111325-02

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

WHEREAS, the City of La Vernia, Texas City Council may select a person to serve as the Police Chief; and

WHEREAS, the City of La Vernia, Texas City Council selected Donald Keil as the Police Chief;

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

SECTION 1. Recitals Incorporated.

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

SECTION 2. Selection of Police Chief.

Donald Keil was selected to serve as the Police Chief for the City of La Vernia, Texas, effective 11/28/2022.

SECTION 3. Approval of Employment Agreement.

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

PASSED AND ADOPTED, this 13th day of November 2025.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

LA VERNIA CHIEF OF POLICE - EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into by and between the City of La Vernia, Texas, a municipality and political subdivision of the State of Texas (hereinafter the "City") and Donald Keil (hereinafter the "Chief of Police").

WITNESSETH

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

WHEREAS, the Council, on behalf of the City desires to employ the services of Donald Keil as the Chief of Police of the City of La Vernia to perform those duties as specified by the City of La Vernia Code of Ordinances, including, state and federal laws pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, it is the desire of the Council, to provide compensation and benefits, establish conditions of employment for, and to set the working conditions of, the Chief of Police as provided in this Agreement;

WHEREAS, the Council desires to retain the services of the Chief of Police, to provide inducements for the Chief of Police to continue employment as the Chief of Police of the City and to remain in such employment, to encourage full work productivity by assuring the Chief of Police's morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Chief of Police;

WHEREAS, except as otherwise specifically provided herein, the Chief of Police shall have and be eligible for the same benefits as are provided to all employees of the City; and

WHEREAS, Donald Keil has agreed to continue employment as the Chief of Police of the City of La Vernia subject to the terms, conditions, and provisions agreed to and set forth in this Agreement.

NOW, THEREFORE, in consideration of Donald Keil continuing employment with the City of La Vernia, and other good and valuable considerations, including the mutual covenants herein contained, the City and the Chief of Police hereby contract, covenant, and agree as follows:

I. DUTIES

The City hereby employs Donald Keil to continue to serve as the Chief of Police of the City of La Vernia to perform the duties and functions specified by the City of La Vernia description of job duties, the City of La Vernia personnel policies and other City policies, this Agreement, and as the City Council collectively shall, from time to time, assign the Chief of Police consistent with the intent of this Agreement.

II. TERM

A. The term of this Agreement shall begin on November 17, 2025, and shall end on September 30, 2030.

B. The Chief of Police shall serve at the will and pleasure of the Council and nothing in this

Agreement shall prevent, limit, or otherwise interfere with the right of the Council, or the Chief of Police, to terminate the services of the Chief of Police at any time, subject only to applicable termination provisions set forth in this Agreement.

III. SALARY & TRAVEL EXPENSES

A. The Council agrees to evaluate the performance of the Chief of Police at least one-time annually. Based on the Chief of Police's performance, evaluation, the financial condition of the City and the raises, if any, afforded to other City employees, the City council may raise the salary of the Chief of Police as they see fit and agreed upon during normal evaluation periods. The salary shall be payable in installments at the same time and in the same manner as other employees of the City are paid. The City shall provide the Chief of Police with an annual salary in the amount of one-hundred and ten thousand dollars and no cents (\$110,000.00).

IV. OUTSIDE EMPLOYMENT

A. The Chief of Police will devote full time and effort to the performance of the duties of the Chief of Police of the City and shall remain in the exclusive employ of the City during the Term of this Agreement; provided that, the Chief of Police may accept temporary, outside professional employment which will not in any way limit the performance of, or the Chief of Police's availability for the performance of, the Chief of Police's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Chief of Police's time off. The City recognizes that such opportunities provide indirect benefits to the City and the community.

V. SEVERANCE PAY

A. General Severance. In the event the Chief of Police is terminated by the City as defined in Article VI. "Termination - With Severance" during the Term of this Agreement and the Chief of Police is then willing and able to perform all duties of the Chief of Police under this Agreement, then in that event the City agrees to pay Chief of Police a lump sum severance payment equal to twenty (20) weeks of his annual salary, pursuant to Texas Local Government Code Section 180.011, as well as all accrued but unpaid longevity pay, vacation, holiday pay, and sick leave.

B. Non-renewal of Agreement. If at the expiration of the Term of this Agreement, the Council chooses not to enter into a new agreement with the Chief of Police, the City agrees to provide notice sixty (60) days before contract expiration, and to pay the Chief of Police a lump sum payment equal to two (2) months' annual salary and provide notice within sixty (60) days. If the City fails to give sixty (60) days' notice to the Chief of Police sixty (60) days prior to non-renewal, the Chief of Police is entitled to severance as outlined in VI.

VI. TERMINATION - WITH SEVERANCE

A. For the purpose of this Agreement, termination where the Chief of Police is entitled to the Severance Pay as defined in Article V. when:

- i. If the Chief of Police is terminated, other than for "good cause", by the Council during the Term of this Agreement and the Chief of Police is then willing and able to perform all duties of the Chief of Police under this Agreement.
- ii. If the City reduces the salary or other financial benefits of the Chief of Police, without the Chief of Police's consent, in a greater percentage than applicable across-the-board reduction for all employees of the City.

- iii. If the Chief of Police resigns following a suggestion by the Council that the Chief of Police resign, then in any of these events, the Chief of Police may, at the Chief of Police's option, be deemed to have been terminated as of the date of such event, or as of the date the Chief of Police resigns at the Council's suggestion. The Council shall be deemed to have suggested the resignation of the Chief of Police at any time when a majority of the members of the Council are present at a Council meeting, or in writing, suggest that the Chief of Police resign.
- iv. If the Council continuously acts in a way that is contrary or persistently acts or fails to act in a manner inconsistent with this Agreement, the Chief of Police shall have the right to declare that such behavior constitutes termination without good cause.
- v. If the City fails to appropriate funds in a budget year to pay the salary and benefits required by this Agreement, such failure shall be construed as termination of the Agreement.
- vi. In the event of the death of the Chief of Police in the line of duty, the severance shall be paid out to the estate of the Chief of Police.

VII. TERMINATION - WITHOUT SEVERANCE

A. Termination Without Severance. Notwithstanding anything to the contrary, if this Agreement is terminated due to any one of the following:

- i. if the Chief of Police is terminated because of good cause, as defined below;
- ii. upon clear and convincing evidence of the Chief of Police's commission of an act constituting a felony, a Class A or B misdemeanor involving moral turpitude or driving a motor vehicle while intoxicated while on City business or at any time in a City vehicle; or
- iii. if the Chief of Police voluntarily terminates this Agreement by retirement or voluntary resignation as defined in this Agreement;

then the City shall have no obligation to pay the Severance Payment except all of the Chief of Police's accrued but unpaid longevity pay, vacation, holiday pay, and sick leave, which shall be paid in a lump sum at the time of the Chief's termination, resignation or retirement.

B. Good Cause. For purposes of this Agreement, "good cause" is defined as follows: (a) any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by the Chief of Police under this Agreement or under ordinances of the City and/or the laws of the United States or the State of Texas; or (b) any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Chief of Police of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Chief of Police in his official capacity.

C. Appeal of Good Cause Determination. The City shall give the Chief of Police written notice of the grounds for "good cause" contemplated in writing. The Chief of Police may appeal said determination to the Council within fifteen (15) days of receiving such notice. The Chief of Police shall be given the opportunity to address the City Council and to present witnesses and evidence on the Chief of Police's behalf at such hearing.

D. Employee Discipline. Notwithstanding anything in this Agreement to the contrary, the Council may discipline and/or suspend Chief of Police at any time, including pendency of any appeal by the Chief of Police, in the same manner as other City employees, for failing to follow applicable City policies or perform their duties. The Council may also suspend the Chief of Police with full pay and

benefits at any time during the term of this Agreement and Chief of Police shall not be considered terminated from their employment while suspended. The Mayor shall have the right to suspend the Chief of Police with pay for the reasons set forth above, but such determination shall be subject to the review of the Council at the next lawfully called meeting of the Council.

VIII. RESIGNATION/RETIREMENT

A. If the Chief of Police voluntarily terminates this Agreement not under any of the circumstances outlined in the above-entitled "Termination" section of this Agreement, the Chief of Police will give the City not less than sixty (60) days written notice unless the Council consents to a shorter notice period. The Chief of Police will not be entitled to any salary or benefits beyond the effective date of his retirement or resignation. The Chief of Police will, however, be entitled to all unpaid longevity pay, vacation, holiday pay, and sick leave, and will be paid in a lump sum at the time of the Chief of Police's retirement or resignation.

IX. PERFORMANCE EVALUATION AND GOAL SETTING

A. Annual Evaluation. The Council shall review and evaluate the performance of the Chief of Police at least once annually in advance of the adoption of the annual operating budget. The Council's review and evaluation shall be in accordance with the City's standard review and evaluation policies and other specific criteria developed jointly by City and Chief of Police. Criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the Chief of Police. The Mayor shall provide the Chief of Police with a written summary statement of the findings of the Council and provide an adequate opportunity for the Chief of Police to discuss his evaluation with the Council.

B. Goals and Objectives. Annually, the Council and Chief of Police shall define such goals and performance objectives which they determine necessary to the proper operation of the City, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating of all capital budgets and appropriations provided.

X. VACATION, SICK AND MILITARY LEAVE

A. The Chief of Police will accrue and have credited to his personal account vacation and sick leave at the same rate as other general employees of the City, pursuant to applicable City personnel policies.

B. The Chief of Police shall be allowed to hold over up to 80 hours of unused vacation annually.

XI. RETIREMENT, DISABILITY, HEALTH, WELFARE, AND LIFE INSURANCE

A. Disability and Retirement Benefits. The Chief of Police shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. If the Chief of Police retires pursuant to a qualified retirement plan or is permanently disabled during the Tenn, the Chief of Police shall be compensated for all sick leave, vacation leave, holidays, and other benefits then accrued or credited to the Chief of Police, and, at the Chief of Police's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other retirees from the City are permitted to do so, or if such other retirees are not permitted to do so, at the cost of the Chief of Police.

B. Insurance Benefits. The Chief of Police shall continue to be covered by the same health plans, life insurance plans, and disability plans and under the same terms and conditions, as all other employees, including such plans that are available now or may be in the future through the City, unless otherwise noted in this Agreement. The coverage shall continue in full force and effect as has been established by the Chief of Police's previous employment with the City.

C. Additional Benefits. The Chief of Police shall be reimbursed by the City for gym membership and mental health support not to exceed the amount of \$ 1,000.00 annually. This benefit shall be allotted as long as the Chief of Police maintains good standing with the City. This benefit shall be voided if the Chief is suspended without pay or terminated for Cause.

XII. PROFESSIONAL ASSOCIATIONS, LICENSES, MEMBERSHIPS

A. The City agrees to budget and pay for all professional membership dues, licenses and subscriptions of the Chief of Police necessary for the Chief of Police's continuation and participation in national, regional, state, and local associations necessary and desirable for the Chief of Police continued professional participation, growth and advancement, and for the good of the City. The City further agrees to pay for all dues and continuing education necessary to maintain any licenses held by the Chief of Police as of the Effective Date of this Agreement that are necessary and desirable for the benefit of the City of La Vernia. Such costs shall also include any related travel and incidental expenses.

XIII. AUTHORITY AND INDEMNIFICATION

A. It is expressly agreed that Chief of Police shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the City, whether written or oral, unless such authorization is provided in accordance with the City Ordinances or the express authorization of the Council or other laws.

B. To the maximum extent permitted by law, the City must defend, save harmless and indemnify the Chief of Police from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Chief of Police's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Chief of Police's duties as Chief of Police for the City, even if said claim is brought/filed following Chief of Police's separation from employment or based upon Chief of Police's own alleged negligence or misconduct, provided that at the time of the alleged act or omission the Chief of Police was then acting within the scope of his duties as Chief of Police. Under these circumstances only, the City (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the City (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Chief of Police. City will pay the amount of any settlement or judgment rendered thereon. Notwithstanding anything herein to the contrary, nothing in this section shall be construed as creating an obligation on the part of the City to indemnify or hold harmless Chief of Police for any demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Chief of Police committed official misconduct, a criminal act, committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith.

Additionally, nothing contained in this section shall be construed as to require the City to defend, save harmless or indemnify the Chief of Police for any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, awards or Chief of Police's attorney's fees, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, arising out of the Chief of Police's gross negligence, official misconduct, willful misconduct, criminal act or an act in bad faith.

XIV. BONDING

A. Chief of Police agrees to furnish all information and take any other steps necessary to enable City to obtain fidelity and other bonds required of the Chief of Police under any law or ordinance. City shall bear the full cost of such bonds. Qualifications of the Chief of Police for such bonds is a condition of employment and the failure to qualify shall be grounds for termination of this Agreement "for good cause" without severance.

XV. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Council in consultation with the Chief of Police, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Chief of Police, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the ordinances of the City, or any other law.

B. All provisions of the City's Ordinances, Codes, regulations and rules of the City relating to vacation and sick leave, longevity pay, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Chief of Police as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of Chief of Police as herein provided.

C. Chief of Police shall be entitled to receive the same vacation and sick leave benefits as according to other city employees, including provisions governing accrual and payment therefore upon termination of employment.

D. The Chief of Police shall be entitled to receive the same funding for uniforms and equipment as other city employees, including clothing, boots, body armor, etc. or other items normally used during the duties of a public servant.

XVI. CONFLICT OF INTEREST

A. The Chief of Police shall not, during the Term of this Agreement, individually, or as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the City.

XVII. GENERAL PROVISIONS

A. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

B. Governing Law. This Agreement shall not be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall be exclusively in Wilson County, Texas.

C. Severability. In the event any one or more of the sections, provisions, or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

D. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the City and the Chief of Police concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement must be accepted in whole by Chief of Police without substitutions or changes to become a valid contract of employment with the City. The Chief of Police's execution of this Agreement denotes such acceptance.

E. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the Chief of Police and the duly authorized representative of the City.

F. Effective Date. This Agreement shall be and become in full force and effect upon the adoption and approval of the Council following execution by the Chief of Police.

G. Counterparts. This agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

Approved by the City Council on this the 13th, day of November, 2025.

CITY OF LA VERNIA, TEXAS

Mayor-Martin Poore

Donald Keil-Chief of Police

Madison Farrow- City Secretary

RESOLUTION NO. 111325-03

RESOLUTION OF THE GOVERNING BODY OF **THE CITY OF LA VERNIA, TEXAS** APPOINTING ONE MEMBER TO THE WILSON COUNTY, TEXAS APPRAISAL DISTRICT BOARD OF DIRECTORS

ADOPTED NOVEMBER 13, 2025

BE IT RESOLVED, that the Governing Body of **The City of La Vernia, Texas** has appointed: _____ to serve as their representative to the Wilson County, Texas Appraisal District Board of Directors

BE IT RESOLVED. FURTHER, the above-named representative is authorized to represent, and act on behalf of, in the best interest of the above-said entity in the process of maintaining and conducting the business of the Wilson County Texas Appraisal District, and to cast its vote on all issues related to the Wilson County Texas Appraisal District,

* * * * *

CERTIFICATE OF SECRETARY

I, **Madison Farrow**, do hereby certify that I am the Secretary of the above-mentioned entity and that the above and foregoing is a true, full, and correct copy of the resolution duly adopted by the Members of the Governing Body of the above-mentioned entity at its meeting held on November 13, 2025, and entered into the Minutes of the said entity; that the meeting was duly and regularly held in accordance with the Bylaws and or laws governing the said entity; and that such resolution has not been rescinded or modified.

To certify which, witness my hand and seal of said entity this day November 13 2025

Secretary

Mayor

Seal:

RESOLUTION NO. R111325-04**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO AN AGREEMENT WITH SS WATER SUPPLY CORPORATION AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SS WATER SUPPLY CORPORATION.**

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 SS Water Supply Corporation as described in **Exhibit A**; and

WHEREAS, the City and SSWSC have negotiated a Water Service Area Agreement (the “Agreement”) to provide for dual certification of certain property located within the SS Water Supply Corporation CCN, identified as approximately 35.159 acres and shown on **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 discharge access 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 SS Water Supply Corporation for discharge access 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 13th day of November 2025.

CITY OF LA VERNIA, TEXAS

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

WATER SERVICE AREA AGREEMENT

This Water Service Area Agreement (“Agreement”) is made and entered into by and between the **City of La Vernia**, a general law municipality (the “City”) and **SS Water Supply Corporation**, a Texas non-profit water supply corporation (“SSWSC”). The City and SSWSC are each referred to herein as a “Party” and are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the City is a retail public water utility in Wilson County, Texas, the holder of water Certificate of Convenience and Necessity (“CCN”) No. 10689 (“City CCN”), and provides retail public water services to customers within the City’s corporate limits and City CCN;

WHEREAS, SSWSC is a retail public water utility in Wilson County, Texas and Bexar County, Texas, the holder of CCN No. 11489 (“SSWSC CCN”), and provides retail public water services to customers within the SSWSC CCN;

WHEREAS, Texas Water Code § 13.248 provides that contracts between retail public utilities designating areas and customers to be served by those retail public utilities are valid and enforceable when approved by the Public Utility Commission of Texas (“PUC”) after public notice and hearing;

WHEREAS, the City and SSWSC agree that the City’s provision of retail public water service within a portion of the SSWSC CCN according to the terms defined hereunder, is in the best interest of the Parties and their respective customers;

WHEREAS, SSWSC agrees to designate as dually certificated with the City that portion of the SSWSC CCN, identified on **Exhibit “A”** as “CCN Dually Certified Area,” under the City and SSWSC’s respective water CCNs (Exhibit “A” is attached hereto and incorporated by reference); and

WHEREAS, the City and SSWSC mutually desire to enter this Agreement solidifying their intent to cooperate in designating areas to be served on a dual certification basis by each Party as described herein, and to seek PUC approval and incorporation of such designations into their respective CCNs;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

2. **Purpose.** This Agreement is a contract designating areas and customers to be served by the Parties in accordance with Texas Water Code § 13.248, and specifically to demonstrate the mutual agreement of the Parties to establish a dual certification of the Parties' respective CCN over the CCN Dually Certified Area, more specifically defined under Section 4 of this Agreement.

3. **Term.** This Agreement shall remain valid and enforceable until superseded by subsequent written agreement. No other amendments, except those expressly agreed upon herein, shall be made to either Party's existing certificated service area boundaries, unless first agreed in writing by the Parties.

4. **Dual CCN Area.** The property subject to this Agreement is identified as the "CCN Dually Certified Area" as shown on Exhibit "A," attached hereto and incorporated by reference. The CCN Dually Certified Area composes approximately 35.159 acres of land within the SSWSC CCN.

5. **Dual Certification.** In accordance with Texas Water Code § 13.248, the Parties agree to dually certificate the CCN Dually Certified Area by filing this Agreement and the requisite petition with the PUC in accordance with Section 6 of this Agreement. SSWSC hereby consents to the City's provision of retail public water service within the CCN Dually Certified Area as contemplated by Section 7 of this Agreement. The City's provision of retail public water service to any area within the SSWSC CCN as it exists on the Effective Date is subject to PUC approval in accordance with Section 6 of this Agreement.

6. **PUC Approval.**

- a. As soon as practical after the Effective Date, the Parties shall jointly file this Agreement with the PUC pursuant to Texas Water Code § 13.248, along with a written petition as required by 16 Texas Administrative Code § 24.253 to amend the City CCN to extend its boundaries to the CCN Dually Certified Area, and any other documents, data, materials, or pleadings that may be required by PUC Staff, an administrative law judge, or by order of the PUC for approval of this Agreement and the resulting CCN amendment ("CCN Amendment Application").
- b. The City shall be solely responsible for all costs associated with preparing, filing and prosecuting the CCN Amendment Application with the PUC, including any

requisite maps, pleading, or other documents required to obtain PUC approval, provided however that SSWSC shall coordinate with the City to ensure any requisite consents, records, and other materials within the control and/or possession of SSWSC are provided to the PUC when so requested by the City or the PUC.

- c. In the event the PUC denies or otherwise holds approval of the CCN Amendment Application, or requires additional evidence, documentation, maps, consents or other actions from the Parties, the Parties shall promptly and jointly prepare and submit such cures or additional applications to obtain PUC approval. Upon obtaining a final order from the PUC approving the CCN Amendment Application (“PUC Approval Date”), the Parties agree and acknowledge the City’s right to furnish retail public water service within the CCN Dually Certified Area in accordance with Section 7 of this Agreement.

7. **Service Rights and Obligations.** The City and SSWSC agree and consent that the CCN Dually Certified Area shall constitute a dually certificated retail water service area, to which the City and SSWSC shall share the authority and obligation to furnish continuous and adequate retail public water service according to the following terms:

8. **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the state of Texas, without giving effect to any choice of law principles.

9. **Amendment.** This Agreement shall not be amended or terminated except by a written instrument signed by the Parties.

10. **Notices.** All notices required or permitted to be given under this Agreement will be deemed properly given upon the earlier of: (i) actual delivery of the notice to the Party to be notified; or (ii) upon five (5) days after mailing the notice, by certified mail, return receipt requested, postage prepaid, to the Party to be notified at its address set forth below, or such other address within the continental United States of America as the Party to be notified may have designated by written notice to the other.

If to SSWSC: SS Water Supply Corporation
10393 US HWY 87W
La Vernia, Texas 78121

If to City: City of La Vernia
P.O. Box 225
La Vernia, Texas 78121

11. **Assignment.** This Agreement may not be assigned by any Party, unless the assigning Party first obtains the prior written consent of the non-assigning Party.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13. **Default.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such Party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement.

14. **No Additional Waiver Implied.** The failure of any Party hereto to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as waiver or relinquishment of the future performance of any term, covenant, or condition by the other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

15. **Multiple Counterparts.** This Agreement 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.

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

17. **Severability.** If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

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

19. **No Presumption Against Drafter.** The Parties understand, agree, and acknowledge that: (i) this Agreement has been freely negotiated by both Parties; and (ii) that, in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

20. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

21. **Authority**. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of the respective Party.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, as of the day and year last written, which is the Effective Date of this Agreement.

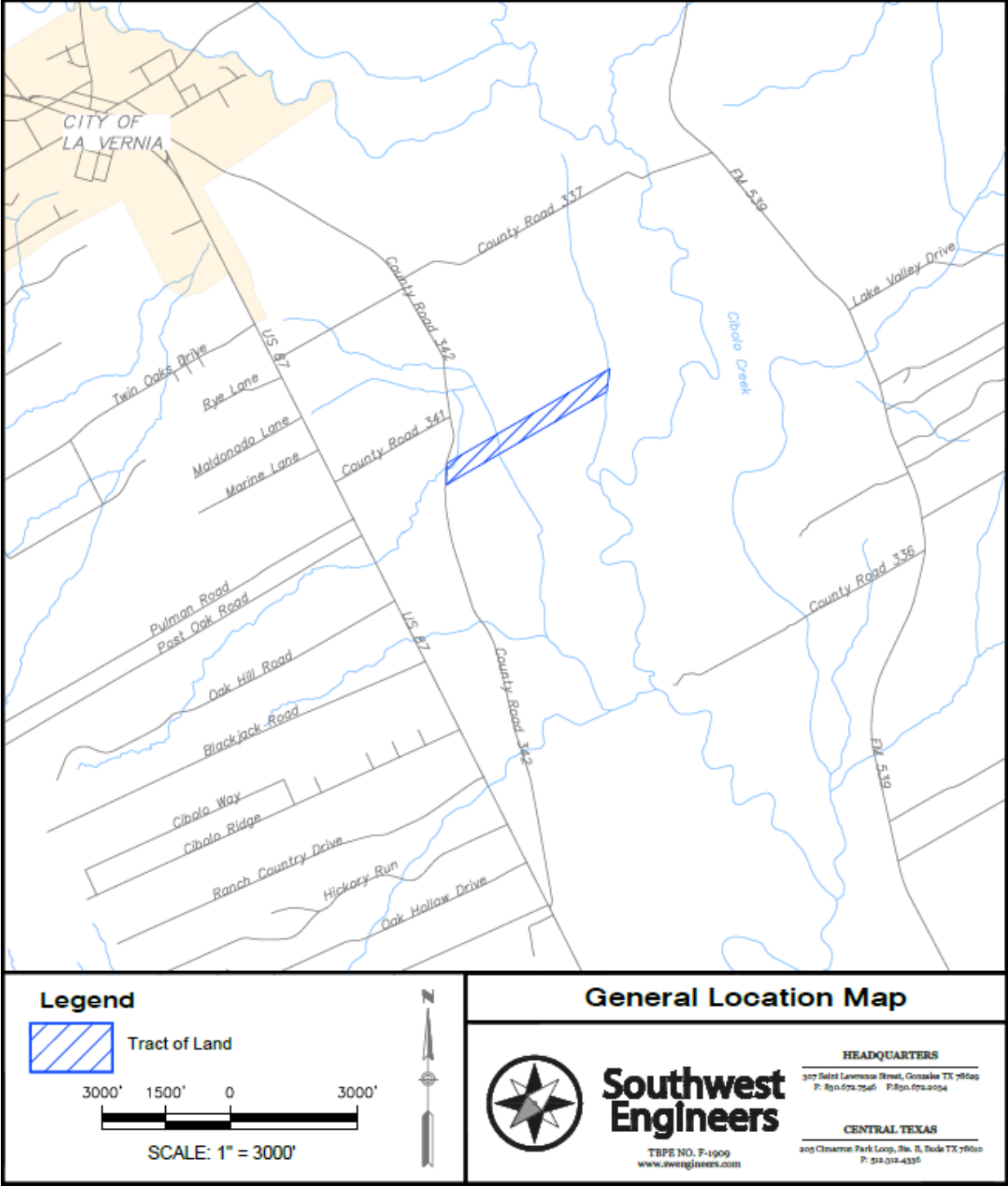
SS Water Supply Corporation, a Texas
member-owned non-profit water supply
corporation

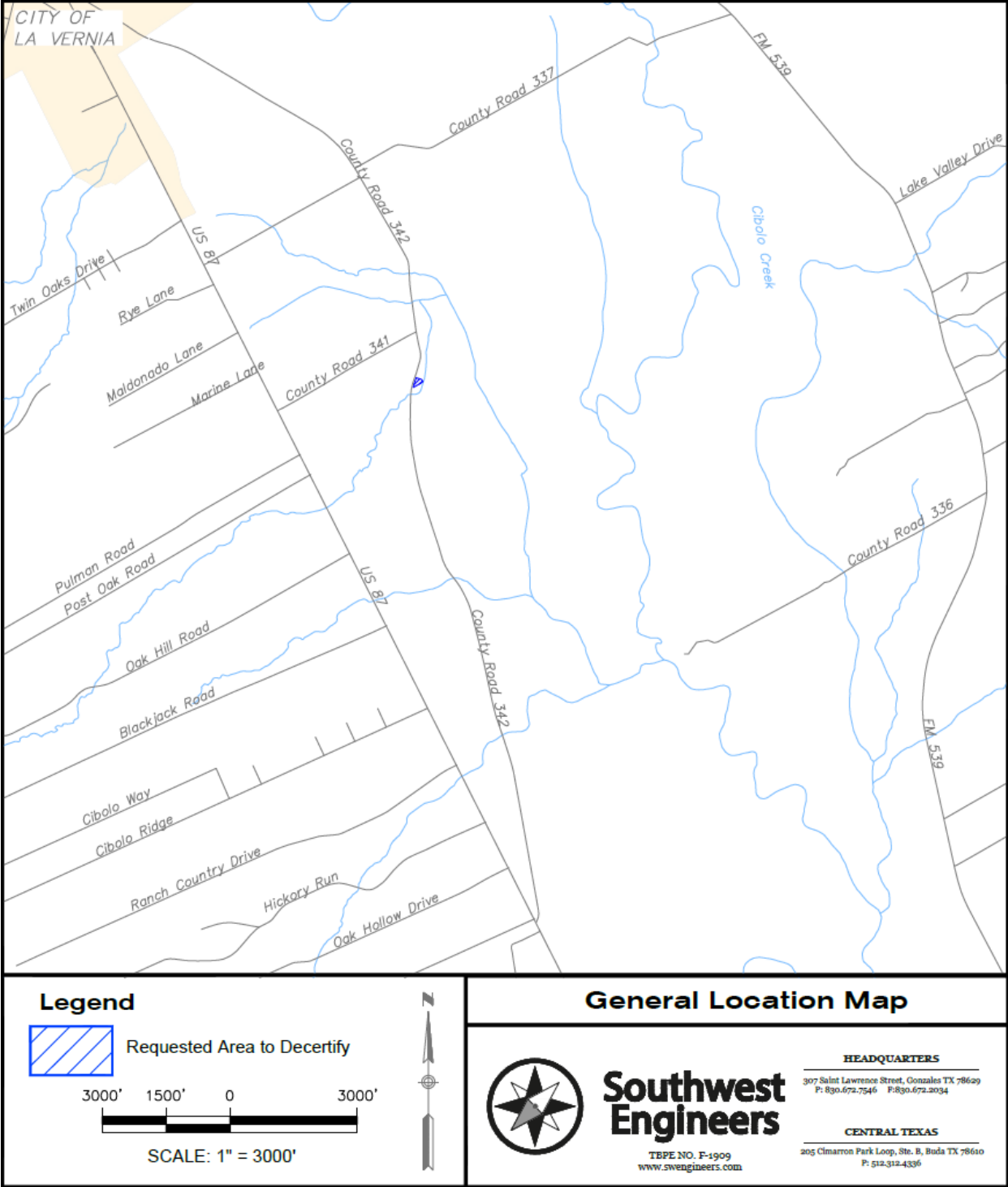
By: _____
Name: _____
Title: _____
Date: _____

CITY OF LA VERNIA, a general law
municipality

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
CCN Dually Certified Area





RESOLUTION NO. R111325-06

**A RESOLUTION OF THE CITY OF LA VERNIA AMENDING AND
EXTENDING THE CONTRACT FROM WELLS FARGO BANK; FOR
BANKING SERVICES; AND AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT FOR SAID BANKING SERVICES**

WHEREAS, the City of La Vernia currently maintains a contract with Wells Fargo for banking services; and

WHEREAS, the City Council of La Vernia previously authorized the Mayor to enter into said contract with Wells Fargo Bank for banking services; and

WHEREAS, the existing contract was established for a three-year term and is now eligible for extension and amendment;

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

SECTION 1. City Council hereby authorizes the Mayor to execute all necessary documents to amend and extend the contract with Wells Fargo Bank for banking services, as outlined in the agreements attached hereto as **Exhibit A** and **Exhibit B**.

PASSED AND APPROVED, this 13th day of November 2025.

Martin Poore, Mayor

ATTEST:

Madison Farrow, City Secretary

APPROVED AS TO FORM:

City Attorney
City of La Vernia

Exhibit A

Reference is made to the Master Agreement for Treasury Management Services for City of La Vernia as amended by that certain Amendment executed on or about November 29, 2022 (together, the "Agreement"). Pursuant to Section 4 of the Agreement and subject to the termination provisions therein, the parties hereby mutually consent to extension of the Agreement for an additional one-year extension term commencing on December 1, 2025 and expiring on November 30, 2026.

WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____

Date: _____

City of La Vernia

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B

RESOLUTION NO. R111722-02

A RESOLUTION OF THE CITY OF LA VERNIA ACCEPTING THE CONTRACT FROM WELLS FARGO BANK; FOR BANKING SERVICES; AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SAID BANKING SERVICES

WHEREAS, the City Council, through The La Vernia News, has advertised for bids for the bank contract; and

WHEREAS, no alternative bids were received; and

WHEREAS, Wells Fargo Bank has submitted a bid for the contract; and

WHEREAS, the City Council of La Vernia authorizes the Mayor to enter into a contract with Wells Fargo Bank for banking services

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

SECTION 1. City Council hereby authorizes the Mayor to execute all documents necessary to enter into this contractual agreement attached as Exhibit A.

PASSED AND APPROVED, this 17th day of November 2022.


Martin Poore, Mayor

ATTEST:


Lindsey Wheeler, City Secretary

APPROVED AS TO FORM:

City Attorney
City of La Vernia



Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services ("Master Agreement") for City of La Vernia. "You," "your" or "yours" refers to the customer identified in the immediately preceding sentence. The terms "we," "us," or "our" refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled "**Changes to services**"):

"Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank's pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services."

2. The following text is added at the beginning of Section 4 (titled "**Term and termination**") as a new first sentence:

"Subject to the termination provisions below, the initial term of this Agreement will commence on December 1, 2022 and expire on November 30, 2025 ("Initial Term End Date"), and this Agreement may be extended for not more than two (2) additional one-year extension terms by your and our mutual consent."

3. The text of Section 12 (titled "**Governing Law**") is deleted in its entirety and replaced with the following:

"Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws ("Governing Law")."

4. The text of Section 14 (titled “Jurisdiction”) is deleted in its entirety and replaced with the following:

“**Jurisdiction.** For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts.”

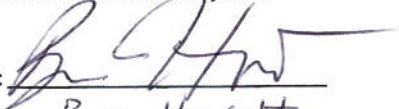
5. The following text is added to the end of the Master Agreement as a new Section 17:

“**Anti-Boycott Statute Verifications.** To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (the “Anti-Boycott Statutes”) apply to this Agreement and subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Section 4607, we verify that:

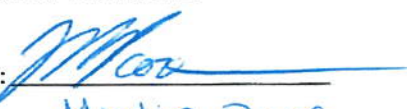
- We do not, and will not during the term of this Agreement, boycott Israel;
- We do not, and will not during the term of this Agreement, boycott energy companies; and
- We do not, and will not during the term of this Agreement, have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association.

The foregoing verifications will not apply to the extent the Anti-Boycott Statutes do not apply to this Agreement. Terms used in this Section 17., including without limitation “boycott Israel”, “boycott energy companies” and “discriminate against a firearm entity or firearm trade association”, will have the meanings assigned thereto in the Anti-Boycott Statutes.”

WELLS FARGO BANK, N.A.

By: 
Name: Ryan Hazlett
Title: VP-Relationship Mgr
Date: 11/29/22

CITY OF LA VERNIA

By: 
Name: Martin Poore
Title: Mayor
Date: 11-18-22

Attachment A
Pricing for Specified Treasury Management Services
See Attached



Treasury Management Pro Forma

City of La Vernia

Pricing as of November 2022

ANALYSIS SUMMARY

Average Positive Collected Balance	\$	1,448,680.56
Reserve Requirement @ 0.00%	\$	0.00
Investable Balance Available for Services	\$	1,448,680.56
Monthly Analyzed Charges	\$	694.26
ECR @ 1.45%	\$	1,726.51
DDA Interest @ 0.50%	-	595.35
Net Earnings Allowance	=	1,131.16
Net Monthly Analyzed Charges	\$	0.00
*Monthly Fee Based Charges	\$	0.00
Total Monthly Analyzed Charges	\$	0.00

*Charges not offset by balances

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
BALANCE & COMPENSATION INFORMATION					
IAMIB	000230	RECOUPMENT MONTHLY IB	0.12750	1,450	184.88
		BALANCE & COMPENSATION INFORMATION Subtotal			184.88
GENERAL ACCOUNT SERVICES					
22404	010010	ACCT MAINTENANCE CHEXSTOR-PLUS	20.00000	1	20.00
CK021	010100	DEBITS POSTED	0.30000	15	4.50
CK049	010310	DDA STATEMENT - PAPER	5.00000	1	5.00
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	5.00000	1	5.00
46106	010102	CEO BASIC BANKING - TRANSFER	0.00000	1	0.00
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	0.75000	17	12.75
		GENERAL ACCOUNT SERVICES Subtotal			47.25
DEPOSITORY SERVICES					
CK161	100006	CASH DEPOSITED IN WF BRANCH	0.00300	4,904	14.71
CK197	100040	CASH ORDER FEE IN A WF BRANCH	9.00000	4	36.00
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00300	240	0.72
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	1	0.00
08052	100006	BRANCH DEPOSIT	3.50000	12	42.00
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.15000	189	28.35
		DEPOSITORY SERVICES Subtotal			121.78
PAPER DISBURSEMENT SERVICES					
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	2.00000	1	2.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	8.00000	1	8.00
12682	150120	POSITIVE PAY ONLY - ITEM	0.08000	62	4.96
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	20.00000	1	20.00

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
22202	150100	DDA CHECKS PAID	0.35000	50	17.50
		PAPER DISBURSEMENT SERVICES Subtotal			52.46
PAPER DISBURSEMENT RECON SERVICES					
34337	200201	CEO CHECK ISSUES-ITEM	0.30000	62	18.60
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.02000	109	2.18
		PAPER DISBURSEMENT RECON SERVICES Subtotal			20.78
GENERAL ACH SERVICES					
CK018	250201	ELECTRONIC CREDITS POSTED	0.30000	95	28.50
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.20000	0	0.00
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	10.00000	0	0.00
ES280	250000	ACH MONTHLY BASE	50.00000	1	50.00
ES211	250102	ACH FUTURE DATED ITEM	0.20000	174	34.80
ES216	250102	ACH SAME DAY	1.50000	0	0.00
ES349	250220	ACH RECEIVED ADDENDA	0.03000	27	0.81
ES344	250202	ACH RECEIVED ITEM	0.20000	90	18.00
ES802	250501	ACH TRANSMISSION SPECIAL	5.00000	3	15.00
ES237	250710	ACH FAX SERVICE	7.00000	2	14.00
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	10.00000	0	0.00
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	5.00000	0	0.00
06535	250302	ACH NOC - MANUAL	9.00000	1	9.00
		GENERAL ACH SERVICES Subtotal			170.11
WIRE & OTHER FUNDS TRANSFER SERVICE					
ES139	350100	WIRE OUT DOMESTIC CEO/API	13.00000	2	26.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			26.00
INFORMATION SERVICES					
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.50000	42	21.00
46100	40005Z	CEO BASIC BANKING - MONTHLY BASE	20.00000	1	20.00
46102	40005Z	CEO BASIC BANKING ADDL ACCT-MO BASE	10.00000	1	10.00
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	20.00000	1	20.00
		INFORMATION SERVICES Subtotal			71.00
SETUP CHARGES					
06094	251001	ACH FRAUD FILTER - SET UP	0.00000	0	0.00
		GENERAL ACH SERVICES Subtotal			0.00
*Total Fee Based Charges					0.00
Total Service Charges					694.26



Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Alerts Service

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Wire Book Transfer

A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.



This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message. Thank you for your cooperation.

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Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. Service documentation. The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. Services. You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
3. Changes to services. We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
4. Term and termination. Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity;
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up;
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure;
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor");
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty; or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. **Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
6. **Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. **Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. **CEO portal.**
 - a. **Description of the CEO portal.** The CEO portal is our electronic banking portal that is accessed through the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
 - b. **Access to the CEO portal.** When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
 - c. **Administration of the CEO portal.** We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.
 - i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
 - i. Does not comply with any term applicable to the CEO portal,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through the CEO portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.

- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
 - h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.
12. **Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").
13. **Arbitration agreement.** Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a)

exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. **Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. **Miscellaneous.**

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.

- i. Notices and communications. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., London Branch
2. Wells Fargo Bank, N.A., Cayman Islands Branch
3. Wells Fargo Bank, N.A., Canadian Branch
4. Wells Fargo Bank, National Association, Shanghai Branch
5. Wells Fargo Bank, National Association, Hong Kong Branch