MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 9, 2020
SUBJECT: City Council Meeting

Attached is your information packet for the Monday, April 13, 2020, City Council Meeting. If you have any questions about a particular item, please contact me.

The meeting will be conducted by conference call beginning at 6:00 pm on Monday, April 13th.

Toll Free Number – 1-888-453-4395
Participant Passcode – 828159
NOTICE OF REGULAR MEETING
VIA TELEPHONE CONFERENCE
OF THE CITY COUNCIL OF THE
CITY OF LA GRANGE, TEXAS

In accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code and in accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of La Grange will conduct its Regular Meeting scheduled for 6:00 p.m. on the 13th day of April, located at City Hall Council Chambers, 155 E. Colorado Street, La Grange, Texas, by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). There will be no public access to the location described above.

This Meeting Agenda, and the Council Packet, are posted online at www.cityoflg.com.

The public toll-free dial-in number to participate in the telephonic meeting is hosted through TELECONFERENCE SERVICES, LLC. The dial in number is: 1-888-453-4395. When prompted, enter Participant Passcode: 828159.

For individuals wishing to offer public comments on a non-public hearing item, they may address the Council telephonically during the Petitions portion of the meeting or when the item is considered by the City as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

INVOCATION – Councilman Pat Janca
ROLL CALL
PETITIONS
SUBJECTS TO BE CONSIDERED FOR DISCUSSION AND/OR ADOPTION, APPROVAL, AMENDMENT, RATIFICATION OR OTHER ACTION AT SUCH MEETING INCLUDE:

CONSENT AGENDA
(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. The Mayor or a Councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular agenda.)
1. Discuss and or Consider approval of March Minutes. (separate insert)
2. Discuss and or Consider a Resolution to suspend the proposed CenterPoint Energy Entex rate until June 18, 2020. Pg. 1

REGULAR AGENDA
1. Discuss and or Consider approval of the final plat of the Hope Hill Subdivision being a 22.95 acre property owned by Samaritan’s Purse located at 808 Horton Street. Pg. 18
2. Discuss and or Consider preliminary replat request at 333 W Northline Street owned by Ron Dishman and Don Dishman. Pg. 59
3. Discuss and or Consider awarding bid for the Cedar Street Drainage Project in the amount of $91,944.00 to the low bidder SBS Construction of La Grange. Pg. 63
4. Discuss and or Consider awarding engineering services agreement to BEFCO Engineering for General Land Office (GLO) CDBG-MIT applications for 2015, 2016, and Harvey funding for flood mitigation projects and subsequent implementation of awarded projects. Pg. 67
5. Discuss and or Consider authorization of modifications to Utility billing for the months of March, April, May and June.  

6. Discuss and or Consider allocating additional funding to Combined Community Action for utility assistance programs.

7. Discuss and or Consider implementation of a Locals Love La Grange Challenge – Utility Rebate for Local Receipts.

8. Report on EDC Community Investment programs being developed and implemented due to the COVID-19 pandemic.

**CHIEF OF POLICE UPDATE**

- Review of Current issues and projects
- La Grange Police Department Monthly Report – March 2020

**CITY MANAGER UPDATE**

- Review of Current issues and projects

**CITY SECRETARY**

- La Grange Community Development & Tourism – March 2020 Visitors Bureau Report
- Library Report – Museum/Archives Director’s Report for March 2020
- Randolph Recreation Center/VFW Hall/Baseball, Softball, Soccer Fields Activity Report--March 2020
- Monthly Building Report – March 2020
- Oil & Gas Report – February 2020

The Council will meet in closed Executive Session as authorized by the listed section(s) of The Open Meetings Act, Section 551, Texas Government Code, to discuss the following matters:

The Council may take final action on any of the before mentioned matters while convened in open session pursuant to Chapter 551 of the Texas Government Code and this notice of meeting by telephone conference pursuant to gubernatorial order; it may also take certain action in executive session on competitive electric matters pursuant to Section 551.086. The Council may also meet in closed Executive Session, pursuant to Section 551.071, to receive advice from legal counsel (consultation with attorney) on any items listed in this notice. All sessions, whether regular or executive, shall be by telephone conference; however, all members of the public who have dialed in to participate in the regular session will be disconnected during any executive session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact, Janet Bayer at 979/968-5805 at least two (2) work days prior to the meeting so that appropriate arrangements can be made.

More information on the above listed matters is available from the City of La Grange - Office of the City Manager at 979/968-5805.

Posted at 3:00 P.M. on this the 9th day of April, 2020.

[Signature]

Janet Bayer, City Secretary
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 3, 2020
ITEM: Discuss and or Consider a Resolution to suspend the proposed rate until June 18, 2020

As we discussed in April, CenterPoint Energy Entex is proposing to increase the current base residential gas rate by $1.55 per month effective May 4, 2020. Entex is framing the issue as a gas reliability infrastructure program ("GRIP") adjustment and not as a rate increase. The end result is that the customer bill will increase from the current rate of $21.04 to $22.59.

Attached for your review is the letter from ENTEX formally requesting the rate adjustment and the proposed rate schedule. I have also included a review of Entex rates for the past ten years and rate impact worksheet. The rate increase is for the entire South Texas Division and ENTEX is unable to separate the expenses and revenues associated with the specific cities within the South Texas Division.

Staff is recommending that council suspend the rate for 45 days in accordance with the rules governing rate adjustments. The new rate will now go in effect on June 18, 2020.

Attachments:

1. Resolution Under Consideration
2. Statement of Intent to Change Rates
4. Rate Impact
5. Proposed Rate Schedule
RESOLUTION NO.

A RESOLUTION BY THE CITY OF LA GRANGE, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY ENTEX, SOUTH TEXAS DIVISION TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on March 5, 2020 CenterPoint Energy Entex, South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charge from $21.04 to $22.59; and

WHEREAS: there are many customers of limited means in the City of La Grange, Texas, ("City") who receive gas service from CenterPoint and relatively small increases in rates can have a negative effect on those customers being able to make ends meet; and

WHEREAS: the City has a special responsibility to exercise due diligence before approving rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by CenterPoint is very lengthy and complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint’s rate application are correctly done; and

WHEREAS: the effective date proposed by CenterPoint is May 4, 2020 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 18, 2020.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.
Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations which provide the basis for the rate increase application.

Section 3. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this ____ day of April 2020.

CITY OF LA GRANGE, TEXAS

By: ____________________________

Janet Moerbe, Mayor

ATTEST:

______________________________

Janet Bayer, City Secretary

APPROVED:

______________________________

Maria Angela Flores Beck

City Attorney
March 5, 2020

Mayor and City Council
City of La Grange
La Grange, Texas

Re: CenterPoint Energy 2020 Annual GRIP Adjustment for the South Texas Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), files the enclosed tariffs and supporting documents, including files in electronic form, with the City of La Grange ("City") consistent with Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment ("IRA") for the Company’s South Texas Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City’s environs and cities of the South Texas Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the South Texas Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City’s review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 4, 2020, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company’s next annual GRIP adjustment for the South Texas Division; or (2) the issuance of a final order in a rate setting proceeding for the South Texas Division.

As detailed in the attached schedules and supporting material, the Company invested $31,212,459 in its South Texas Division in calendar year 2019, and the applicable IRA is:
Along with and in support of the proposed IRA, CenterPoint includes the following:

(a) An earnings monitoring report showing the Company’s earnings for the South Texas Division during the 2019 calendar year (under the “Earnings Monitoring Report” section of the enclosed filing).

(b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the South Texas Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company’s prior utility investments in the South Texas Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.

(c) The Company’s calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period imposed (under the “Interim Rate Adjustment Application” section of the enclosed filing).

(d) Affidavits by Kristie Colvin, Brian K. Gower and Tal R. Centers, Jr. (under the “Affidavits” section of the enclosed filing).
Ms. Colvin’s affidavit verifies (i) that the South Texas Division’s books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the South Texas Division’s books and records related to the information in those reports.

Mr. Gower’s affidavit verifies the notice of the GRIP filing through customer bill inserts.

Mr. Centers’ affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint’s electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the South Texas Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures and return the enclosed copy of this letter with your file mark thereon to acknowledge such filings for our records.

Although only the incorporated tariffs are applicable to the City, for administrative ease, the Company has included in its filing package both incorporated and unincorporated tariffs. For the General Service Large Volume unincorporated tariff, the Company has added a sentence to the Application of Schedule paragraph to identify the cities that ceded original jurisdiction to the Commission. The addition of this sentence corrects for an administrative oversight which makes this tariff consistent with the Residential and General Service small tariffs.

The Company has automated its process of preparing the schedules and workpapers. Because of this automation, the Company has added columns and added tabs in the IRA forms and made minor changes to the formatting. A list of the changes is being provided.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th Floor
Houston, Texas 77002
Please do not hesitate to contact me with any questions you may have regarding this filing.

Sincerely,

Keith L. Wall
Director of Regulatory Affairs

Attachments

cc: Mr. Tal Centers
    Mr. Sam Chang
    Ms. Gracy Rodriguez

DELIVERED TO:

Janet Bayer, City Secretary of
NAME
OFFICE (Mayor, City Secretary, etc.)

the City of La Grange on this 5th day of March 2020.

SIGNATURE
South Texas Division GRIP Filing

What is a Gas Reliability Infrastructure Program (GRIP) filing?
- An interim rate adjustment allowed by Texas Statute (Texas Utilities Code §104.301) that allows utilities to recover their costs related to additional invested capital without filing a full rate case.

Who can make GRIP filings?
- A natural gas utility with newly invested capital not already included in existing rate base can make an initial GRIP filing but only if the natural gas utility has filed a rate case within the preceding two years. Thereafter, an annual GRIP filing occurs. A full rate case must be filed no later than five and one-half (5 ½) years after the implementation of the initial GRIP filing.

When was CenterPoint Energy’s most recent rate case?
- CenterPoint Energy filed its last rate case for the South Texas Gas Division Gas Utilities Docket (“GUD”) No. 10669 on November 16, 2017, and the final decision was rendered on May 22, 2018.

When was the Company’s most recent GRIP filing?
- CenterPoint Energy made its second GRIP filing for the South Texas Gas Division on March 5, 2020.

How is the adjustment amount calculated?
- The GRIP filing adjustment is intended to capture the cost of net incremental investment over that investment included in the last rate case; or since the most recent GRIP filing.
- Costs included are return on that investment, depreciation expense, and certain taxes. Factors used to calculate costs must be the same as those reflected in the final order, ordinance or settlement agreement approving current rates.

What is required of the utility?
- The new tariff or rate schedule must be filed with the appropriate regulatory authority (City and/or Railroad Commission) 60 days before the proposed implementation date.
- Notice to all affected customers must be provided within 45 days of filing with the regulatory authority.
- In each annual GRIP filing, the utility must provide the following information:
  - Annual Project Reports describing all new investments and retired plant.
  - The need for, the cost of, and the customers benefitted by the new investment.
  - An annual earnings monitoring report showing earnings in the past year.
- The adjustment must be recalculated annually.
What is the role of the regulatory authority?

- Within 60 days after the filing, the regulatory authority may suspend implementation of the proposed adjustment for up to 45 days.
- Once the interim increase in rates has been reviewed as part of a full rate case, the regulatory authority may order CenterPoint Energy to refund any amounts collected if the investment is found to be unnecessary or imprudent.
- The regulatory authority may open an inquiry under Texas Utilities Code §104.151 and set new rates if the current rates are found to be unreasonable.

Who is CenterPoint Energy?

- CenterPoint Energy provides natural gas distribution service to approximately 4.5 million residential, commercial and industrial customers in the states of Arkansas, Indiana, Louisiana, Minnesota, Mississippi, Ohio, Oklahoma and Texas. CenterPoint Energy serves approximately 147,000 customers in its South Texas Division that will be impacted by this filing.

Customers in what cities will be affected by the Company’s filing?

- This filing is for the entire South Texas Division including the environs customers. We are filing with the cities below:

  | Agua Dulce | Giddings | Orange Grove | Victoria |
  | Alice | Gregory | Point Comfort | Yorktown |
  | Aransas Pass | Hondo | Port Lavaca | |
  | Austin | Ingleside | Portland | |
  | Bastrop | Ingleside on the Bay | Poteet | |
  | Bishop | Jourdanton | Poth | |
  | Buda | Karnes City | Premont | |
  | Cibolo | Kingsville | Refugio | |
  | Converse | Kyle | Runge | |
  | Driscoll | LaCoste | Sandy Oaks | |
  | Edna | La Grange | Santa Clara | |
  | Elgin | Laredo | Schulenburg | |
  | Falls City | Marion | Seadrift | |
  | Freer | Mathis | Smithville | |
  | Ganado | Niederwald | Taft | |
  | Garden Ridge | Odem | Universal City | |

- At the time of this filing, the cities below have given up original jurisdiction. These cities will be included as part of the rate filing made with the Railroad Commission:

  | Beeville | Kenedy | San Marcos |
  | Eagle Lake | New Braunfels | Schertz |
  | El Campo | Nordheim | Seguin |
  | Floresville | Palacios | Selma |
  | Goliad | Pleasanton | Sinton |
  | Hallettsville | San Diego | Weimar |
- The filing with the Railroad Commission will include the unincorporated areas below:

<table>
<thead>
<tr>
<th>Banquete</th>
<th>Hebronville</th>
<th>Oilton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blessing</td>
<td>Inez</td>
<td>Pettus</td>
</tr>
<tr>
<td>Bloomington</td>
<td>Lolita</td>
<td>Placedo</td>
</tr>
<tr>
<td>Bruni</td>
<td>Louise</td>
<td>Skidmore</td>
</tr>
<tr>
<td>D'Hanis</td>
<td>McQueeney</td>
<td>Tuleta</td>
</tr>
<tr>
<td>Edroy</td>
<td>Miranda City</td>
<td>Vanderbilt</td>
</tr>
</tbody>
</table>

What customers are affected and how?
- The total increase of $2,982,693 has been allocated among customer groups in the same manner as the current rates established in GUD No. 10669. The proposed effective date is May 4, 2020. Once it goes into effect, the GRIP interim rate adjustment will increase the customer charge that is applicable to customers served under the indicated sales service rate schedules within the South Texas Division as follows:

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Current Customer Charge</th>
<th>Proposed 2020 Interim Rate Adjustment</th>
<th>Adjusted Charge</th>
<th>Increase Per Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-2097-I-GRIP 2020;</td>
<td>$21.04 per customer per month</td>
<td>$1.55 per customer per month</td>
<td>$22.59 per customer per month</td>
<td>$1.55 per customer per month</td>
</tr>
<tr>
<td>R-2097-U-GRIP 2020 Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GSS-2097-I-GRIP 2020; GSS-2097-U-GRIP 2020 General Service Small</td>
<td>$29.16 per customer per month</td>
<td>$3.11 per customer per month</td>
<td>$32.27 per customer per month</td>
<td>$3.11 per customer per month</td>
</tr>
<tr>
<td>GSLV-628-I-GRIP 2020; GSLV-628-U-GRIP 2020 General Service Large Volume</td>
<td>$126.70 per customer per month</td>
<td>$18.74 per customer per month</td>
<td>$145.44 per customer per month</td>
<td>$18.74 per customer per month</td>
</tr>
</tbody>
</table>
CUSTOMER NOTICE OF INTERIM RATE ADJUSTMENT

Pursuant to Texas Utilities Code Section 104.301, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (the "Company"), filed an application for an Interim Rate Adjustment/Gas Reliability Infrastructure Program ("GRIP") with the Railroad Commission of Texas and with the cities in the Company’s South Texas Division on March 5, 2020. This proposed Interim Rate Adjustment applies to all standard sales service customers served by the Company in the cities and unincorporated areas listed below comprising the Company’s South Texas Division and provides for the recovery of additional capital investment incurred from January 1, 2019 through December 31, 2019. The request is for capital investment not included in any previous rate case or rates for service and is subject to refund.


Continued on back
The Company proposes to increase the customer charge used to calculate the customer’s monthly bill by the amount listed below. The proposed Interim Rate Adjustment effective date is May 4, 2020.

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Current Customer Charge</th>
<th>Proposed 2020 Interim Rate Adjustment</th>
<th>Adjusted Charge</th>
<th>Increase per bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-20974-GRIP 2020; R-2097-U-GRIP 2020 Residential</td>
<td>$21.04 per customer per month</td>
<td>$1.55 per customer per month</td>
<td>$22.59 per customer per month</td>
<td>$1.55 per customer per month</td>
</tr>
<tr>
<td>GSS-2007-I-GRIP 2020; GSS-2007-U-GRIP 2020 General Service Small</td>
<td>$28.16 per customer per month</td>
<td>$3.11 per customer per month</td>
<td>$31.27 per customer per month</td>
<td>$3.11 per customer per month</td>
</tr>
<tr>
<td>GSLV-6284-GRIP 2020; GSLV-6284-U-GRIP 2020 General Service Large Volume</td>
<td>$126.70 per customer per month</td>
<td>$18.74 per customer per month</td>
<td>$145.44 per customer per month</td>
<td>$18.74 per customer per month</td>
</tr>
</tbody>
</table>

Persons with questions or who want more information about this filing may contact the Company at 800-427-7142. A copy of the filing will be available for inspection during normal business hours at the Company’s office at 1111 Louisiana, Houston, Texas 77002 or on the Company’s website at CenterPointEnergy.com/southtexasgrip.

Any affected person within the environs may file written comments or a protest concerning this proposed Interim Rate Adjustment with Gas Services, Market Oversight Section, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711-2967. Please reference GUD No. 10947 in your written comment or protest. Any affected person within an incorporated area may contact his or her city council.
## ENTEX Rate Comparison
### 2010 - 2020

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$11.75</td>
<td>$13.95</td>
<td>$15.28</td>
<td>$16.89</td>
<td>$17.89</td>
<td>$20.07</td>
<td>$21.20</td>
<td>$23.24</td>
<td>$19.00</td>
<td>$21.04</td>
<td>$22.59</td>
</tr>
<tr>
<td>Rate Change from Prior Year</td>
<td>$-</td>
<td>$2.20</td>
<td>$1.33</td>
<td>$1.61</td>
<td>$1.00</td>
<td>$2.18</td>
<td>$1.13</td>
<td>$3.17</td>
<td>(4.24)</td>
<td>2.04</td>
<td>1.55</td>
</tr>
<tr>
<td>Commercial</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$22.67</td>
<td>$25.93</td>
<td>$27.96</td>
<td>$32.44</td>
<td>$34.75</td>
<td>$38.87</td>
<td>$25.00</td>
<td>$29.16</td>
<td>$32.27</td>
</tr>
<tr>
<td>Rate Change from Prior Year</td>
<td>$-</td>
<td>$5.00</td>
<td>$2.67</td>
<td>$3.26</td>
<td>$2.03</td>
<td>$4.48</td>
<td>$2.31</td>
<td>$4.12</td>
<td>(13.87)</td>
<td>4.16</td>
<td>3.11</td>
</tr>
</tbody>
</table>
## Residential

<table>
<thead>
<tr>
<th>Year</th>
<th>Minimum Monthly Bill</th>
<th>Per CCF</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>$13.95</td>
<td>0.21800</td>
</tr>
<tr>
<td>2012</td>
<td>$15.28</td>
<td>0.21800</td>
</tr>
<tr>
<td>2013</td>
<td>$16.89</td>
<td>0.21800</td>
</tr>
<tr>
<td>2014</td>
<td>$17.89</td>
<td>0.21800</td>
</tr>
<tr>
<td>2015</td>
<td>$20.07</td>
<td>0.21800</td>
</tr>
<tr>
<td>2016</td>
<td>$21.20</td>
<td>0.21800</td>
</tr>
<tr>
<td>2017</td>
<td>$23.24</td>
<td>0.21800</td>
</tr>
<tr>
<td>2018</td>
<td>$19.00</td>
<td>0.33613</td>
</tr>
<tr>
<td>2019</td>
<td>$21.04</td>
<td>0.33613</td>
</tr>
<tr>
<td>2020</td>
<td>$22.59</td>
<td>0.33613</td>
</tr>
</tbody>
</table>

**Current Gas Cost Adjustment Rate Per CCF**: 0.33613

**1 CCF = 100 Cubic Feet of Gas**

### Example: 1

<table>
<thead>
<tr>
<th>Year 2020 Proposed</th>
<th>Base Gas Cost Per CCF</th>
<th>Gas Cost Adjustment Per CCF</th>
<th>Minimum Monthly Bill</th>
<th>Total Including Gas Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Cubic Feet</td>
<td>$0.34</td>
<td>$0.34</td>
<td>$22.59</td>
<td>$23.26</td>
</tr>
</tbody>
</table>

Increase 2019 - 2020: $1.55

Percent Increase 2019 to 2020: 7.4%

### Example: 2

<table>
<thead>
<tr>
<th>Year 2020 Proposed</th>
<th>Base Gas Cost Per CCF</th>
<th>Gas Cost Adjustment Per CCF</th>
<th>Minimum Monthly Bill</th>
<th>Total Including Gas Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000 Cubic Feet</td>
<td>$6.72</td>
<td>$6.72</td>
<td>$22.59</td>
<td>$36.04</td>
</tr>
</tbody>
</table>

Increase 2019 - 2020: $1.55

Percent Increase 2019 to 2020: 7.4%

### Example: 3

<table>
<thead>
<tr>
<th>Year 2020 Proposed</th>
<th>Base Gas Cost Per CCF</th>
<th>Gas Cost Adjustment Per CCF</th>
<th>Minimum Monthly Bill</th>
<th>Total Including Gas Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>3000 Cubic Feet</td>
<td>$10.08</td>
<td>$10.08</td>
<td>$22.59</td>
<td>$42.76</td>
</tr>
</tbody>
</table>

Increase 2019 - 2020: $1.55

Percent Increase 2019 to 2020: 3.8%
### Commercial

<table>
<thead>
<tr>
<th>Year</th>
<th>Minimum Monthly Bill</th>
<th>Per 100 cubic feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>$15.00</td>
<td>0.10444</td>
</tr>
<tr>
<td>2008</td>
<td>$15.00</td>
<td>0.10444</td>
</tr>
<tr>
<td>2009</td>
<td>$15.00</td>
<td>0.10444</td>
</tr>
<tr>
<td>2010</td>
<td>$15.00</td>
<td>0.10444</td>
</tr>
<tr>
<td>2011</td>
<td>$20.00</td>
<td>0.1046</td>
</tr>
<tr>
<td>2012</td>
<td>$22.67</td>
<td>0.1046</td>
</tr>
<tr>
<td>2013</td>
<td>$25.93</td>
<td>0.1046</td>
</tr>
<tr>
<td>2014</td>
<td>$27.96</td>
<td>0.1046</td>
</tr>
<tr>
<td>2015</td>
<td>$32.44</td>
<td>0.1046</td>
</tr>
<tr>
<td>2016</td>
<td>$34.75</td>
<td>0.1046</td>
</tr>
<tr>
<td>2017</td>
<td>$38.87</td>
<td>0.1046</td>
</tr>
<tr>
<td>2018</td>
<td>$25.00</td>
<td>0.16286</td>
</tr>
<tr>
<td>2019</td>
<td>$29.16</td>
<td>0.16286</td>
</tr>
<tr>
<td>2020</td>
<td>$32.27</td>
<td>0.16286</td>
</tr>
</tbody>
</table>

**Example:**

<table>
<thead>
<tr>
<th>Year 2020</th>
<th>Base Gas Cost Per CCF</th>
<th>Gas Cost Adjustment Per CCF</th>
<th>Minimum Monthly Bill</th>
<th>Total Including Gas Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>7000 Cubic Feet</td>
<td>$11.40</td>
<td>$11.40</td>
<td>$32.27</td>
<td>$55.07</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year 2019</th>
<th>Base Gas Cost Per CCF</th>
<th>Gas Cost Adjustment Per CCF</th>
<th>Minimum Monthly Bill</th>
<th>Total Including Gas Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>7000 Cubic Feet</td>
<td>$11.40</td>
<td>$11.40</td>
<td>$29.16</td>
<td>$51.96</td>
</tr>
</tbody>
</table>

- Increase 2019 - 2020: $3.11 (3.11%)
- Percent Increase 2019 to 2020: 10.7% (6.0%)
APPLICATION OF SCHEDULE

This schedule is applicable to any customer in an unincorporated area or city that has ceded jurisdiction to the Commission in the South Texas Division to whom service is supplied in a single private dwelling unit and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those residing therein. The cities that have ceded jurisdiction to the Commission in the South Texas Division include Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton, and Weimar.

Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

   (1) Customer Charge – $22.59¹

   (2) Commodity Charge -
      For customers billed at a 14.65 Pressure Base:
      All Ccf @ 14.65 $0.33613

      For customers billed at a 14.95 Pressure Base:
      All Ccf @ 14.95 $0.34301

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company’s applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company’s applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company’s applicable Hurricane Surcharge Rate Schedule.

Notes:
¹Customer Charge $19.00 (GUD 10669)
2019 GRIP Charge 2.04 (GUD 10833)
2020 GRIP Charge 1.55 (GUD XXXXX)
Total Customer Charge $22.59
APPLICATION OF SCHEDULE

This schedule is applicable to natural gas service to any customer in an unincorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division engaging in any business, professional or institutional activity, for all uses of gas, including cooking, heating, refrigeration, water heating, air conditioning, and power. The cities that have ceded jurisdiction to the Commission in the South Texas Division include Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton, and Weimar.

This schedule is applicable to any general service customer for commercial uses and industrial uses, except standby service, whose average monthly usage for the prior calendar year is 150,000 cubic feet or less. Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:
   
   (1) Customer Charge – $32.27¹
   
   (2) Commodity Charge –
   For customers billed at a 14.65 Pressure Base:
   All Ccf @ 14.65 $0.16286
   
   For customers billed at a 14.95 Pressure Base:
   All Ccf @ 14.95 $0.16620

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company’s applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company’s applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company’s applicable Hurricane Surcharge Rate Schedule.

Notes:
¹ Customer Charge $25.00 (GUD 10669)
2019 GRIP Charge 4.16 (GUD 10833)
2020 GRIP Charge 3.11 (GUD XXXXX)
Total Customer Charge $32.27
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: April 1, 2020

SUBJECT: Discuss and or Consider approval of the Final Plat of the Hope Hill Subdivision

Staff is bringing back for council consideration the final plat of the Hope Hill Subdivision located at 808 Horton Street. The council gave preliminary approval of the subdivision on February 25, 2019.

We have received the final plat signed by Charles Tait, R.P.I.S with BEFCO Engineering who developed the final plat for Samaritan’s Purse, the owner of the Hope Hill Subdivision located at 808 Horton Street. The new subdivision is located within both the city limits and the ETJ of the City of La Grange and is governed by our subdivision ordinance. The development consists of 58 single-family residential lots, 1 multi-family lot and 2 common amenities.

The plat is in conformance with the City of La Grange subdivision ordinance and is being submitted to council for final consideration. I have attached a number of supporting documents related to the final plat for your information.

Attachments:

1. Final Plat of the Hope Hill Subdivision
2. Final Platting Requirements
3. Escrow Agreement - Signed
4. Subdivision Development Agreement - Signed
5. Dedication and Ownership Certificate - Signed
6. Hope Hill Deed Restrictions – For Information Only
7. Indemnity Statement - Signed
8. Tax Certification
ARTICLE 10.03 FINAL PLAT

Sec. 10.03.001 Filing; review

After the preliminary plat has been tentatively approved by the city council, a final plat in the form of a record plat shall be prepared and submitted to the city secretary for review by the city manager and transmission to the city council. Five (5) prints of such plat shall be filed in the office of the city secretary at least ten (10) days prior to the meeting at which approval is asked. (1987 Code, sec. 20-76)


Notes: The Preliminary Plat was approved by council on February 25, 2019. The plat was provided ten days prior to the April 13, 2020 meeting.

Sec. 10.03.002 Scale

The final plat of any subdivision shall be drawn to a scale of one hundred (100) feet to one (1) inch. (1987 Code, sec. 20-77)

Sec. 10.03.003 Contents

The final plat shall show, contain or be accompanied by the following information:

(1) The names of the owner and/or subdivider and of the licensed state land surveyor, or registered engineer responsible for that plat shall be shown.

(2) The name of the subdivision and adjacent subdivisions, the names of streets, to conform whenever possible to existing street names, and numbers of lots and blocks, in accordance with a systematic arrangement shall be shown. In case of branching streets, other lines of departure shall be indicated.

(3) There shall be an accurate boundary survey of the property, with bearings and distance referenced to survey lines and established subdivisions, and showing the lines of all adjacent lands and the lines of adjacent streets and alleys, with their width and names. Street, alley and lot lines in adjacent subdivisions shall be shown in dashed lines. This survey shall have a closure error of not more than one (1) foot in five thousand (5,000) feet.

(4) Location of proposed lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimal fractions of feet, with the length of radii and arcs of all curves, all angles, with all other engineering information necessary to reproduce the plat on the ground shall be shown. Dimensions shall be shown from all angle points. Contours, with an interval of one (1) or two (2) feet as governed by the topography, shall be shown as light, dashed lines. All elevations shown shall be referred to the city datum. The contours may be shown on a separate sheet if so desired but the drawing shall be to the same scale as the plat.

(5) The location of building lines on front and side streets, and the location of utility easements shall be shown.
(6) A north arrow, scale and date shall be shown.

(7) When more than one (1) sheet is used for a plat, a key map, showing the entire subdivision at smaller scale with block numbers and street names, shall be shown on a separate sheet of the same size.

**Staff Notes:** The above information (items 1-7) have been included on the final plat.

(8) The final plat shall contain an instrument of dedication signed and acknowledged by the owner or others and by all other parties who have a mortgage or lien interest in the property, showing all restrictions, reservations, and/or easements, if any, to be imposed and reserved in connection with the addition. Such restrictions shall contain the following provisions, along with any other restrictions which may be imposed:

No house or dwelling unit shall be constructed on any lot in this addition by the owner or any other person until:

(A) Such time as the developer and/or owner has complied with all requirements of this chapter regarding improvements with respect to the entire block on the street on which the property abuts, a corner lot shall be regarded as abutting on both intersection streets adjacent to such lot, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers and alleys, and water and sewer lines all according to the specifications of the city manager; or

(B) An escrow deposit, sufficient to pay for the cost of such improvement as determined by the city manager computed on a private commercial rate basis, has been made with the city secretary accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the city be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done;

**Staff Notes:** The signed Escrow Agreement is attached. The signed Subdivision Development Agreement is attached.

(C) The developer and/or owner files a corporate surety bond with the city secretary in the sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond which time shall be fixed by the city manager. These restrictions with respect to improvements are made to ensure the installation of such improvements and to give notice to each prospective owner and to each prospective owner of lots in this subdivision that no house can be constructed on any lot in this subdivision until the improvements are actually made or provided for on the entire block on the street on which the property abuts as described in this section.

**Staff Notes:** Escrow Agreement has been signed.
(9) A certificate of dedication of all streets, public highways, alleys, parks and other land intended for public use, signed by the owner and by all other parties who have a mortgage or lien interest in the property shall accompany the plot. All deed restrictions that are to be filed with the plat, shall be shown or filed separately.

Staff Notes: A Dedication and Ownership Certificate has been provided. A copy of the deed restrictions has also been provided.

(10) An indemnity against any claim for damages against the city occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision shall be shown.

Staff Notes: Indemnity Statement has been provided.

(11) A receipt showing that all taxes against the property are paid shall be shown.

Staff Notes: A receipt showing that all taxes have been paid has been provided.

(12) Certification by a registered engineer or a state licensed land surveyor to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown thereon. The following certificates shall be placed on the plat, in a manner that will allow the filling in thereof by the proper party:

"Recommended for final approval:

City manager

Date"

(13) Typical cross-section shall be shown of the type and width of paving proposed for the streets. Curb and gutters, pavement types and drainage structure design standards of the city in effect at the time of submission of the plat shall be used, subject to the approval of the city manager and city council.

(14) The following certificates shall be placed on the plat in a manner that will allow the filling in thereof by the proper party.

"Recommended for final approval:

City manager

Date"
"Approved:

Mayor, City of La Grange Date"

(1987 Code, sec. 20-78)

Staff Notes: The plat includes the required approval information.

Sec. 10.03.004 Plan-profile sheets

The final plat shall be accompanied by plan-profile sheets twenty-two (22) inches by thirty-six (36) inches and plotted to a scale of one hundred (100) feet to one (1) inch horizontal and ten (10) feet to one (1) inch vertical, for each proposed street in the subdivision. These plan-profiles shall show the right-of-way of the street and portions of the right-of-way of intersection streets in the plan portion. The profile portion shall show the existing ground and proposed grade at five (5) points of cross section; that is, at the center line, and back-of-curb lines, and the property lines. The plan portion shall show the size and location of all drainage structures, storm sewers, curb inlets, etc., and the direction of flow of all storm water. (1987 Code, sec. 20-79)

Staff Notes: The developer has provided plan profile sheets.

Sec. 10.03.005 Monuments

The engineer or surveyor responsible for the plat shall place permanent monuments at each corner of the boundary survey of the subdivision and at the center line intersection point of all streets. These monuments shall be a concrete post, four (4) inches in diameter and four (4) feet long, or other such type monuments as shall be approved by the city manager. The precise point of intersection shall be indented on the top of the monument. Block corners shall be referenced to these monuments and the bearing and distances of the reference lines filed in written form with the city manager. Tops of monuments shall be set to pavement's grade in permanent type pavements, two (2) inches below grade in nonpermanent type pavements and flush with existing ground level in nonpaved areas. Elevations and locations of monuments shall be shown on the final plat. (1987 Code, sec. 20-80)

Note: Plat has been signed by Charles Tait, R.P.L.S. with BEFCO Engineering. Registration No. 6732.

Sec. 10.03.006 Certificate of approval

The following certificates shall be placed on the plat after it has been approved by the city council:
"I hereby certify that the above and foregoing Plat of ______ Addition to the City of La Grange, Texas, was approved by the City Council of the City of La Grange on the ___ day of ______, 20__. This approval shall be invalid unless the approval plat of such addition is recorded in the office of the County Clerk of Fayette County, Texas, within thirty (30) days from said date of final approval. Said addition shall be subject to all requirements of the Platting Ordinance of the City of La Grange.

"Witness my hand this ___ day of ________, 20__.

City Secretary"

(1987 Code, sec. 20-81)

Staff Notes: The plat includes the required approval information.

Sec. 10.03.007 Approval by sections or portions

An owner and/or developer, at his option, may obtain approval of a portion or section of an addition provided he meets all the requirements of this chapter with reference to such portion or section in the same manner as is required for a complete addition. If a subdivision and final plat thereof is approved by the city council in sections, each final plat of each section is to carry the name of the entire subdivision, but is to be distinguished from each other section by a distinguishing letter, number or subtitle. Block numbers shall run consecutively throughout the entire subdivision, even though such subdivision may be finally approved in sections. (1987 Code, sec. 20-82)

Staff Notes: The owner has not requested that the development be made in sections.


City of La Grange

ESCROW AGREEMENT

THE STATE OF TEXAS § §
COUNTY OF FAYETTE § §

WHEREAS, Samaritan's Purse, a North Carolina nonprofit corporation, hereinafter referred to as "Developer," has undertaken to subdivide and develop property within the City of La Grange, Texas, which property is described in Attachment 1 attached hereto and incorporated herein ("Property"), such subdivision to be known as "Hope Hill" and

WHEREAS, Developer has, pursuant to an ordinance of the City of La Grange, Texas, hereinafter referred to as "City," executed that certain Subdivision Development Agreement dated December 17, 2019, to insure that any and all streets, water and sewer lines, drainage facilities or other required subdivision improvements, hereinafter collectively referred to as the "Improvements," are constructed and completed on the Property in accordance with the specifications, standards and ordinances of the City; and

WHEREAS, Developer wishes to develop the preliminary plat that was approved for said Property in accordance with the construction plans submitted to the City; and

WHEREAS, Developer desires, in lieu of posting a surety bond, to escrow cash money with an escrow agent in an amount not less than the amount necessary to insure completion of said Improvements;

NOW, THEREFORE, Developer, City and Fidelity National Title Insurance Company, hereinafter called "Escrow Agent," enter into this Escrow Agreement (this "Agreement") and agree as follows:

1. Amount of Escrowed Funds. Developer, as a condition to receiving construction permits approval for said Property shall deposit the sum of $1,636,943.70 (the "Escrowed Funds"), in cash money, with Escrow Agent, said sum being in an amount, as determined by the City, necessary to insure Developer's performance under that certain Subdivision Development Agreement dated the 17th day of December, 2019, between the City and Developer, a copy of which is attached hereto for reference as Attachment 2. To facilitate the wire transfer of the Escrowed Funds, Escrow Agent has provided its wiring instructions, which are attached hereto as Attachment 3.

2. Notice of Deposit. No construction permits shall be given by City for the Property until Escrow Agent notifies City, in writing, that the entire amount of the Escrowed Funds has been deposited with Escrow Agent and is being held by Escrow Agent in an escrow account (the "Escrow Account").

3. Release of Escrowed Funds. Developer may, from time to time, apply to Escrow Agent for the release of the Escrowed Funds to be used for the purpose of paying the costs of constructing the required Improvements. Any and all such releases of the Escrowed Funds shall conform to the following requirements.
a. Not more than one draw request by Developer shall be permitted every thirty (30) days, and each draw shall be in an amount which is proportionate to the value of the work completed.

b. Each request for release of any portion of the Escrowed Funds shall be accompanied by certification of a registered professional engineer retained by Developer for the purpose of providing construction oversight, stating that, to the best of the engineer’s knowledge, information and belief, the work on the required subdivision improvements has been performed in accordance with the approved plans and specifications and has reached the percentage of completion stated in the Developer’s application for release of the Escrowed Funds.

c. A true and correct copy of Developer’s request for the release of any Escrowed Funds shall be delivered to the City Manager of the City of La Grange at least ten (10) days prior to the release of such Escrowed Funds by the Escrow Agent. Before the release of each draw is authorized, the Developer shall certify to the Escrow Agent in writing that Developer made such notification to the City Manager.

d. The Escrow Agent shall not release any funds until after receipt of a written authorization from the City Manager. This authorization by the City Manager is required for each separate draw.

e. Upon receipt of a written objection from the City Manager, the Escrow Agent shall withhold all or any portion of a requested draw in accordance with the request of the City Manager. An objection by the City Manager need not specify the grounds upon which such objection is based, but shall be sufficient and conclusive on its face.

f. From each draw request the Escrow Agent shall retain an amount equal to 5% of each draw request, which retained funds shall be held to secure the Developer’s obligation to City to warrant the Improvements for a one-year period following completion. No portion of the retained funds shall be released by Escrow Agent until authorized in writing by the City Manager.

4. If at any time the City Manager shall certify to the Escrow Agent in writing that the Developer has materially failed in Developer’s obligations as set forth in the Subdivision Development Agreement, then Escrow Agent shall pay to City all of the Escrow Funds then remaining in Escrow Agent’s possession. The City Manager’s written statement shall be conclusive on its face and need not specify the grounds of Developer’s non-compliance or default.

5. Notices. Any notices to be sent, or required to be sent or given under this Agreement shall be sent to the addresses of the parties hereto, as follows:
6. **Escrow Fees.** Developer agrees to pay any and all fees or costs charged by the Escrow Agent in connection with this Agreement, which shall include a one-time escrow fee in the amount of $750.00.

7. **Non liability of Escrow Agent.** The Escrow Agent shall have no responsibility except for the safekeeping and delivery of the amounts deposited in the Escrow Account in accordance with this Agreement. The Escrow Agent shall not be liable for any act done or omitted to be done under this Agreement or in connection with the amounts deposited in the Escrow Account except as a result of the Escrow Agent’s gross negligence or willful
City of La Grange

misconduct. Developer shall hold harmless, defend and indemnify Escrow Agent from and against all liabilities, costs (including all attorneys' fees and court costs), claims and lawsuits arising from its role as Escrow Agent under this Agreement, except in the event of the Escrow Agent's gross negligence or willful misconduct. If any question, dispute or disagreement arises among any one or more of the parties hereto and/or any other party with respect to the Escrow Funds deposited in the Escrow Account, the proper interpretation of this Agreement, the duties of the Escrow Agent hereunder or the rights of the parties to this Agreement, the Escrow Agent shall not be required to act and shall not be held liable for refusal to act until the question or dispute is settled, and the Escrow Agent has the absolute right at its discretion to do either or both of the following:

a. withhold and/or stop all further performance under this Agreement until the Escrow Agent is satisfied, by receipt of a written document in form and substance satisfactory to the Escrow Agent and executed and binding upon all interested parties hereto (who may include the subscribers hereto), that the question, dispute, or disagreement has been resolved; or

b. file a suit in interpleader and obtain by final judgment rendered by a court of competent jurisdiction, an order binding all parties interested in the matter.

8. *Termination.* If any Escrowed Funds remain on deposit in the Escrow Account with Escrow Agent after February 1, 2022, Escrow Agent may terminate this Agreement and end this escrow by (i) providing notice of such termination to the City and Developer, and (ii) transferring all such remaining Escrowed Funds to any successor escrow agent designated by mutual agreement of the City and Developer.

9. *Successors and Assigns.* This Agreement shall be binding upon the successors and assigns of the parties hereto.

10. *Venue.* The parties hereto agree that if any legal action is brought in connection with this Agreement, exclusive jurisdiction and venue shall lie in the courts of Fayette County, Texas.

11. *Counterparts; Electronic Execution.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by facsimile or electronic image (e.g., as a "PDF" file) counterparts of the signature pages and/or sign by other electronic means. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail or other electronic means shall be binding upon the party so delivering.

[SIGNATURE PAGE FOLLOWS]
City of La Grange

IN WITNESS WHEREOF, City, Developer, and Escrow Agent have executed this Agreement to be effective as of the 21st day of January, 2020.

CITY:
City of La Grange, Texas

By: [Signature]
Shawn Raborn, City Manager

DEVELOPER:
Samaritan’s Purse

By: [Signature]
Ludour Harrison, VP North American Ministries

ESCROW AGENT:
Fidelity National Title Insurance Company

By: [Signature]
DELINDA JO BAR
COMMERCIAL ESCROW OFFICER
ATTACHMENT 1

City of La Grange

48. After receiving a letter on 7/7/2022 regarding the issuance of a special assessment lien certificate in the name of Jones 1/2 property #2, as per City Ordinance No. 123, the property had been reassessed in the 2022 property tax system. The property has a legal description of Lot 1, Block 2, La Grange, as per the deed for said property. The property is located at 123 Old Main Street, La Grange, Texas 78945.

Pursuant to City Ordinance No. 123, the city council has determined that the issuance of a special assessment lien certificate is necessary to facilitate the improvement of the public infrastructure within the city. The special assessment lien certificate will secure the payment of the costs associated with the improvement.

The special assessment lien certificate will cover the costs of the following improvements:

- Street lighting
- Roadway repairs
- Sidewalk improvements
- Stormwater drainage

The special assessment lien will be secured by a lien on the property, which will be enforceable in the event of non-payment. The lien is valid for a period of 20 years from the date of issuance.

The specific costs associated with each improvement are as follows:

- Street lighting: $50,000
- Roadway repairs: $30,000
- Sidewalk improvements: $20,000
- Stormwater drainage: $10,000

The total cost of the improvements is $110,000. The lien will ensure that the costs are paid through a special assessment lien certificate.

The city council has determined that the issuance of the special assessment lien certificate is necessary to ensure the timely completion of the improvements and to maintain the value of the property for the benefit of all property owners.

The city council has authorized the issuance of the special assessment lien certificate to Jones 1/2 property #2, as per City Ordinance No. 123. The lien is valid for a period of 20 years from the date of issuance.

The special assessment lien certificate will be recorded in the office of the county clerk of La Grange, Texas, and will be available for inspection.

The city council has determined that the issuance of the special assessment lien certificate is in the best interest of the property owners and the public welfare.

The special assessment lien certificate will be recorded in the office of the county clerk of La Grange, Texas, and will be available for inspection.

The city council has determined that the issuance of the special assessment lien certificate is in the best interest of the property owners and the public welfare.
City of La Grange

Thence South 24 degrees 21 minutes 23 seconds West, along said
common line, at 11.15 feet passing a 4 1/2" iron pipe found for the
north corner of said
additional tract
and the north corner of the
southwest
for a total distance of 4,057.14 feet along the common
to a 1/2" iron rod found near the
northeast corner of a 1/2" iron rod found near the
northwest corner of the

Thence North 15 degrees 38 minutes 26 seconds East, 84.31 feet
along said common line to a 1/2" iron rod found near the
east side of a 1/2" iron rod found near the

Thence North 41 degrees 29 minutes 51 seconds East, continuing
along said common line, at 12.50 feet passing a 3/4" iron pipe found, at 317.96 feet passing a 3/4" iron pipe found, and
continuing for a total distance of 4,856.31 feet by a 3/4" iron
rod and found for the west corner of the
northwest corner of the

Thence North 54 degrees 04 minutes 05 seconds East, 217.83 feet
to a 3/4" iron rod found near the
northwest corner of the

Thence South 39 degrees 52 minutes 22 seconds East, 206.25 feet
to a 1/2" iron rod found in the
northeast corner of the

Thence South 45 degrees 33 minutes 58 seconds East, 490.54 feet
along said southeastern margin of
northeast corner of the
and an angle made by a 1/2" iron rod found near the

Thence North 60 degrees 47 minutes 39 seconds West, 1,083.80 feet
along said southeastern margin of
northwest corner of the

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departing
and found for the
northwest corner of the
northwest corner of the
northeast corner of the
southwest corner of the

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northwest corner of the
northwest corner of the
northeast corner of the
southwest corner of the

PAIAGE 2 OF 31
City of La Grange

Thank you for your interest in La Grange. We're excited to work with you. Please provide your contact information below and someone from our team will be in touch shortly.

Meeting, discussion, and coordination shall be based on the Texas Survey Plane Coordinate System - North Central Texas - NAD 83 (2011). Convergence: 101 degree 03 minute 26 seconds combined factor 0.00000007.

STATE OF TEXAS
COUNTY OF HAUPPAUGE

I, Kevin F. Gilmore, a Registered Professional Land Surveyor, do hereby certify the foregoing shall have been true and correct to the best of my knowledge and belief.

BROCK ENGINEERING, INC.
State No. 10091700
Consulting Engineering, Land Surveying

Kevin F. Gilmore, R.L., P.E.
Registration No. 00-369
May 3, 2018
BROOK & ASSOCIATES, INC.

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City of La Grange

ATTACHMENT 2

City of La Grange

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and effective this 17th day of December, 2012, by and between the City of La Grange, Texas (hereinafter referred to as the "CITY"), and, Savannah’s Farm (hereinafter referred to as the "DEVELOPER"), for the installation of certain required subdivision improvements for the subdivision known as Hopewell (hereinafter referred to as the "PROJECT"). It is understood that this AGREEMENT is applicable to the land contained within the subdivision to be known as Hopewell, final approval of which subdivision application is now pending before the City Manager. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of Section 10.03.03.03 of the CITY’S subdivision ordinance (Chapter 10, Code of Ordinances, City of La Grange, Texas).

I. GENERAL REQUIREMENTS

A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a professional engineer who has developed detailed plans and specifications for the construction of the required improvements necessary for approval by the CITY. These required improvements include those facilities described in Section II of this agreement to be installed as part of the PROJECT in conformance with City requirements and the plans and specifications prepared for DEVELOPER and approved by City Manager.

The approved engineer's estimate lists the construction cost of all required subdivision improvements as $2,163,651.27.

The estimated cost of completing such required improvements, taking into account any improvements recognized by the City as constructed as of the date of this agreement is $2,024,996.53.

B. In accordance with the approved plans and specifications, DEVELOPER shall thereafter guarantee the improvements against material defects in workmanship or materials for a period of one (1) year following the date upon which all such required improvements are certified to have been completed. DEVELOPER may request approval of changes or amendments to the approved plans and specifications. Provided that such changes meet the requirements of CITY’s applicable regulations, such approval shall not be unreasonably withheld. No sale or conveyance of the subdivision by DEVELOPER prior to the completion of the required improvements shall be deemed to release DEVELOPER from the obligations imposed by this paragraph unless CITY shall have first consented in writing.

The amount of the guarantee against material defects in workmanship or materials shall be 5% of the estimated cost of completing such required improvements, which is $101,204.83.

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The DEVELOPER further agrees that within 60 days of receipt of notice from the CITY, construction of improvements will be accelerated so that all drainage improvements, as shown on the approved plans, are complete within 360 days of the date of the notice from the CITY. Upon receipt of notice, the DEVELOPER will take what actions are necessary to complete said improvements. Failure of the DEVELOPER to complete said improvements within the allotted time period will be cause for the CITY to draw down on the financial guarantee and complete such work at the DEVELOPER’S expense. In addition, it is expressly agreed and understood that the CITY may recover directly from the DEVELOPER any and all costs which the CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements.

The DEVELOPER further agrees that within 60 days of receipt of notice from the CITY, construction of improvements will be accelerated so that all drainage improvements, as shown on the approved plans, are complete within 360 days of the date of the notice from the CITY. Upon receipt of notice, the DEVELOPER will take what actions are necessary to complete said improvements. DEVELOPER shall thereafter guarantee the improvements against defects in materials or workmanship for a period of one (1) year following the date upon which all subdivision improvements are certified to be complete. Failure of the DEVELOPER to complete said improvements within the allotted time period will be cause for the CITY to draw down on the financial guarantee and complete such work at the DEVELOPER’S expense. In addition, it is expressly agreed and understood that the CITY may recover directly from the DEVELOPER any and all costs which the CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements.

D. DEVELOPER will present to the CITY a financial guarantee in an amount equal to the estimated cost of completing the improvements. Such financial guarantee shall secure DEVELOPER’S obligation to construct the required improvements in accordance with the approved plans and specifications, and to thereafter guarantee such improvements against material defects in materials or workmanship for a period of one (1) year following completion.

E. In the event the PROJECT is not completed within the required time, the CITY may, at its election, draw down on the financial guarantee provided by the DEVELOPER and complete such work at DEVELOPER’S expense. In addition, it
City of La Grange

City of La Grange Sub. Dev. Agmt.

is expressly agreed and understood that CITY may recover directly from DEVELOPER any and all costs which CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements.

F. All financial guarantees issued hereunder which expire prior to the completion of construction shall be renewed in substantially the same form, such renewed financial guarantee to be delivered to the CITY on or before the tenth (10th) day before the date of expiration of the then existing guarantee. If the DEVELOPER fails to deliver the renewed financial guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this agreement and shall be a basis for the City to draw on all or any portion of the financial guarantee.

G. Upon CITY’S approval and acceptance of a certification by DEVELOPER’S engineer that the required improvements have been completed in accordance with the requirements of this agreement, then DEVELOPER shall be entitled to obtain the release of the initial financial guarantee in exchange for a reduced financial guarantee in an amount equal to 5% of the initial guarantee. Notwithstanding the reduced amount of such financial guarantee, DEVELOPER shall remain liable to CITY for the actual cost of any repairs which are reasonably necessary to correct defects in the work.

II. REQUIRED IMPROVEMENTS AND SUBMITTALS

A. The following required improvements must be completed in accordance with the approved plans and specifications:

1. All streets shown on the face of the approved plat;
2. Storm water detention and drainage facilities;
3. Water supply improvements;
4. Sanitary sewer improvements; and
5. Electrical system improvements.

B. Survey stakes at all lot and block corners and other locations specified by the City’s subdivision regulations.

C. “As-built” drawings in accordance with Chapter 10, Code of Ordinances, City of La Grange, Texas.

D. The recorded Restrictions for the Subdivision shall include requirements for installing Sidewalks.
III. GENERAL PROVISIONS

A. The DEVELOPER covenants and agrees to hereby fully indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees, from all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property including death, resulting from or in any way connected with this AGREEMENT or the construction of the improvements or facilities described herein; and in addition, the DEVELOPER covenants to indemnify, hold harmless and defend the CITY, its officers, agents, servants and employees, from and against any and all claims, suits or causes of action of any nature whatsoever, brought for or on account of any injuries or damages to persons or property, including death, resulting from any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of the DEVELOPER, its contractors, subcontractors, agents, servants or employees.

B. Approval by the City Manager of any plans, designs or specifications submitted by the DEVELOPER pursuant to this agreement shall not constitute or be deemed to have constituted a release of the responsibility and liability of the DEVELOPER, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications prepared by the DEVELOPER'S consulting engineer, its officers, agents, servants or employees, it being the intent of the parties that the approval by the City, through the City Manager, signifies the CITY'S approval on only the general design concept of the improvements to be constructed. The DEVELOPER shall indemnify and hold harmless the CITY, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the DEVELOPER'S engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceeding brought against the CITY, its officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT will accrue to the DEVELOPER.

C. This contract or any part thereof or any interests herein, shall not be assigned by the DEVELOPER without the express written consent of the CITY.
City of La Grange
City of La Grange

D. The provisions of this agreement shall be covenants, running with the land, and shall be binding upon the parties herein, their successors and assigns.
E. Venue of any suit or action brought hereunder shall be in FAYETTE County, Texas.
F. All required survey staking must be in place and “As-Built” drawings of required improvements submitted before the initial financial guarantee is released.

SIGNED on and from the date first set forth above.

DEVELOPER: Samantha's Place

BY: [Signature]

Printed Name: Luther Harrison
Title: VP North America, Branch.

CITY OF LA GRANGE, TEXAS
BY: [Signature]

Shawn Raborn, City Manager
City of La Grange

ACKNOWLEDGMENT

NORTH CAROLINA
WILKES COUNTY

I, BRIGG A. VICKERS, a Notary Public for said County and State, do hereby certify that Luther Harrison personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this 17th day of December, 2017.

[Signature]
Notary Public
My commission expires: 4 October 2022

THE STATE OF TEXAS
COUNTY OF FAYETTE

This instrument was acknowledged before me on the
by Shawn Raborn, the City Manager, of the City of La Grange.

[Signature]
Notary Public, State of Texas

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City of La Grange

ATTACHMENT 3

(see attached Subdivision Development Agreement)

Fidelity National Title Agency, Inc.
1700 Pennsylvania Avenue, Suite 104
Nampa, ID 83651
Phone: (208) 366-3026  Fax: (208) 366-3047

Date: January 3, 2001
GR#: 9901036000
Property Number: 22,862 acre parcel, John H. MacE 1/2
Laughr, A-74.

WIRING INSTRUCTIONS

REFERENCE: GR#: 9901036000
Name: Samaritan’s Purse
Ach#: DeLinda Tobar

WIRE TO: Wells Fargo
350 California Street, 10th Floor
MAC #A0011-101
San Francisco, CA 94111
ABA #: 121000027

CREDIT TO: Fidelity National Title Agency, Inc.
Escrow Account
Acct. #:

PLEASE BE ADVISED THAT WE WILL ACCEPT ONLY WIRE TRANSFERS.
WE CANNOT ACCEPT ACH DEPOSITS, PHO E FUNDS TRANSFERS OR
OTHER TYPES OF ELECTRONIC PAY ENTS/CREDITS. THESE
INSTRUCTIONS ARE FOR THE PURPOSE OF SENDING WIRE TRANSFERS
ONLY.

Explanation: ACHs are typically created via online banking. While your bank may indicate you are sending a
"wire," if you are creating this wire online you are in fact creating an ACH. Please double check your form for the
wire process. NO ACHS. Electronic Payments/Credits or online funds transfers will be accepted, and sending any
funds via ACH Electronic Payment/Transfer or online funds transfers will result in a delay in funding.

Please call DeLinda Tobar, 208-366-3026.

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City of La Grange Sub. Dev. Agmt.

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and effective this 17th day of December, 20__ by and between the City of La Grange, Texas (hereinafter referred to as the "CITY"), and Samaritan's Purse (hereinafter referred to as the "DEVELOPER"), for the installation of certain required subdivision improvements for the subdivision known as Hope Hill (hereinafter referred to as the "PROJECT"). It is understood that this AGREEMENT is applicable to the land contained within the subdivision to be known as Hope Hill, final approval of which subdivision application is now pending before the City Manager. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of Section 10.03.003 of the CITY’S subdivision ordinance (Chapter 10, Code of Ordinances, City of La Grange, Texas).

I. GENERAL REQUIREMENTS

A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a professional engineer who has developed detailed plans and specifications for the construction of the required improvements necessary for approval by the CITY. These required improvements include those facilities described in Section II of this agreement to be installed as part of the PROJECT in conformance with City requirements and the plans and specifications prepared for DEVELOPER and approved by City Manager.

The approved engineer’s estimate lists the construction cost of all required subdivision improvements as $2,165,651.27.

The estimated cost of completing such required improvements, taking into account any improvements recognized by the City as constructed as of the date of this agreement is $2,024,096.53.

B. In accordance with the approved plans and specifications, DEVELOPER shall thereafter guarantee the improvements against material defects in workmanship or materials for a period of one (1) year following the date upon which all such required improvements are certified to have been completed. DEVELOPER may request approval of changes or amendments to the approved plans and specifications. Provided that such changes meet the requirements of CITY’s applicable regulations, such approval shall not be unreasonably withheld. No sale or conveyance of the subdivision by DEVELOPER prior to the completion of the required improvements shall be deemed to release DEVELOPER from the obligations imposed by this paragraph unless CITY shall have first consented in writing.

The amount of the guarantee against material defects in workmanship or materials shall be 5% of the estimated cost of completing such required improvements, which is $101,204.83.
C. The DEVELOPER further agrees that within 60 days of receipt of notice from the CITY construction of improvements will be accelerated so that all necessary services will be provided to property owners prior to the occupancy of any structure. Upon receipt of notice the DEVELOPER will take what actions are necessary to complete said improvements within 360 days of the date of the notice from the CITY. DEVELOPER shall thereafter guarantee the improvements against defects in materials or workmanship for a period of one (1) year following the date upon which all subdivision improvements are certified to be complete. Failure of the DEVELOPER to complete said improvements within the allotted time period will be cause for the CITY to draw down on the financial guarantee and complete such work at the DEVELOPER’S expense. In addition, it is expressly agreed and understood that the CITY may recover directly from the DEVELOPER any and all costs which the CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements.

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D. DEVELOPER will present to the CITY a financial guarantee in an amount equal to the estimated cost of completing the improvements. Such financial guarantee shall secure DEVELOPER’S obligation to construct the required improvements in accordance with the approved plans and specifications, and to thereafter guarantee such improvements against material defects in materials or workmanship for a period of one (1) year following completion.

E. In the event the PROJECT is not completed within the required time, the CITY may, at its election, draw down on the financial guarantee provided by the DEVELOPER and complete such work at DEVELOPER’S expense. In addition, it
is expressly agreed and understood that CITY may recover directly from DEVELOPER any and all costs which CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements.

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G. Upon CITY’S approval and acceptance of a certification by DEVELOPER’S engineer that the required improvements have been completed in accordance with the requirements of this agreement, then DEVELOPER shall be entitled to obtain the release of the initial financial guarantee in exchange for a reduced financial guarantee in an amount equal to 5% of the initial guarantee. Notwithstanding the reduced amount of such financial guarantee, DEVELOPER shall remain liable to CITY for the actual cost of any repairs which are reasonably necessary to correct defects in the work.

II. REQUIRED IMPROVEMENTS AND SUBMITTALS

A. The following required improvements must be completed in accordance with the approved plans and specifications:

1. All streets shown on the face of the approved plat;
2. Storm water detention and drainage facilities;
3. Water supply improvements;
4. Sanitary sewer improvements; and
5. Electrical system improvements.

B. Survey stakes at all lot and block corners and other locations specified by the City’s subdivision regulations.

C. “As-built” drawings in accordance with Chapter 10, Code of Ordinances, City of La Grange, Texas.

D. The recorded Restrictions for the Subdivision shall include requirements for installing Sidewalks.
III. GENERAL PROVISIONS

A. The DEVELOPER covenants and agrees to hereby fully indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees, from all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property including death, resulting from or in any way connected with this AGREEMENT or the construction of the improvements or facilities described herein; and in addition, the DEVELOPER covenants to indemnify, hold harmless and defend the CITY, its officers, agents, servants and employees, from and against any and all claims, suits or causes of action of any nature whatsoever, brought for or on account of any injuries or damages to persons or property, including death, resulting from any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of the DEVELOPER, its contractors, subcontractors, agents, servants or employees.

B. Approval by the City Manager, of any plans, designs or specifications submitted by the DEVELOPER pursuant to this agreement shall not constitute or be deemed to have constituted a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications prepared by the DEVELOPER’S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the City, through the City Manager, signifies the CITY’S approval on only the general design concept of the improvements to be constructed. The DEVELOPER shall indemnify and hold harmless the CITY, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the DEVELOPER’S engineer’s designs and specifications incorporated into any improvements constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceeding brought against the CITY, its officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT will accrue to the DEVELOPER.

C. This contract or any part hereof or any interests herein, shall not be assigned by the DEVELOPER without the express written consent of the CITY.
City of La Grange  Sub. Dev. Agmt.

D. The provisions of this agreement shall be covenants, running with the land, and shall be binding upon the parties hereto, their successors and assigns.

E. Venue of any action brought hereunder shall be in FAYETTE County, Texas.

F. All required survey staking must be in place and "As-Built" drawings of required improvements submitted before the initial financial guarantee is released.

EFFECTIVE on and from the date first set forth above.

DEVELOPER: Samaritan’s Purse

BY: ______________

Name Printed: Luther Harrison

Title: VP North American Ministries

CITY OF LA GRANGE, TEXAS

BY: ______________

Shawn Raborn, City Manager
City of La Grange

ACKNOWLEDGMENT

NORTH CAROLINA
WILKES COUNTY

I, Bridgina B. Vickers, a Notary Public for said County and State, do hereby certify that Luther Harrison personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 17th day of December, 2019.

Bridgina B. Vickers
Notary Public
My commission expires: 4 October 2023

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF FAYETTE

This instrument was acknowledged before me on the 18th day of December, 2019.

Shawn Raborn, the City Manager, of the City of La Grange.

After recording return to
City Secretary
155 E Colorado
La Grange, Texas 78945

JANET RENEE BAYER
Notary Public, State of Texas
Notary ID# 13201130-1
MAY 14, 2023

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Dedication and Ownership Certificate

Ownership and Dedication Certificate for Hope Hill Subdivision
We certify that: We are the owner of the property described hereon, which property is located within the subdivision regulation jurisdiction of the City of La Grange, Fayette County, that we freely adopt this plan of subdivision and dedicate for public use all areas shown on this plat such as streets, and easements, except those specifically indicated as private, and that we will maintain all such areas until the offer of dedication is accepted by the appropriate public authority. All property shown on this plat, dedicated for public use, shall be deemed to be dedicated for any other public use authorized by law when such other use is approved by the City of La Grange. THE UNDERSIGNED HEREBY DEDICATE TO THE CITY OF LA GRANGE FOR PURPOSES OF OWNERSHIP AND MAINTENANCE OF ALL STREETS AS PLATTED, ALL UTILITY EASEMENTS AS DESCRIBED AND SHOWN HEREON.

[Signature]
Ronald E. Wilcox, Chief Operating Officer
Samaritan’s Purse

3.25.2020
Date

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, Karen W. McNeil, a Notary Public for said County and State, do hereby certify that Ronald E. Wilcox personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25th day of March, 2020.

[Signature]
Karen W. McNeil
Notary Public

My Commission Expires: 10.24.2021
After Recording Please Return to:
Robert L. Callaway, Esq.
McGuireWoods LLP
2000 McKinney Avenue, Suite 1400
Dallas, TX 75201

DECLARATION OF RESTRICTIVE COVENANTS OF HOPE HILL SUBDIVISION

Basic Information

Date: March 23, 2020

"Declarant": Samaritan’s Purse, a North Carolina nonprofit corporation

Declarant’s Address: 801 Bamboo Road, Boone, NC 28607, Attention: Legal Department

"Property": as described in Exhibit A attached hereto and incorporated herein

Definitions

1.01 "Builder" means any Person, as defined herein, who in the course of assisting with disaster relief or other housing-related business builds or constructs one or more homes for individuals on any Lot in the Subdivision, so long as any such Builder is approved by and in good standing with Declarant and the regulatory agencies of the State of Texas. Declarant’s approval of a Builder in no way constitutes a warranty, express or implied, concerning the Builder’s workmanship or quality of construction.

1.02 "Common Area" means any and all land, improvements, facilities or amenities which Declarant designates as Common Area or open space on the Plat and may include (a) one or more signs identifying the Subdivision, and columns, retaining walls or fences at entrance locations, (b) any landscaping, water feature or lighting associated with any Common Area, (c) the entrance areas of the Subdivision, and (d) the house located at the rear of the Subdivision and commonly known as the “Dairy Barn”.

1.03 "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

1.04 "Declarant" means Samaritan’s Purse, a North Carolina nonprofit corporation, or any successor and/or assignee to whom Samaritan’s Purse conveys all unimproved Lots and Common Area owned by Declarant and assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official public records of Fayette County, Texas.

1.05 "Declaration" means this Declaration of Restrictive Covenants of Hope Hill Subdivision and all amendments or supplements hereto.

1.06 "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.
1.07 "Lot" means each tract of land designated as a lot on the Plat, together with any improvements thereon.

1.08 "Mobile Home" or "Manufacured Home" means any dwelling unit that: (i) is constructed prior to 1976 which is built on a permanent chassis; (ii) is designed for use as a dwelling with or without a permanent foundation; (iii) is built in accordance with the standards set forth in the HUD Code; and (iv) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

1.09 "Modular Home" means any dwelling unit constructed in accordance with the standards set forth in the Texas State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling as a modular home.

1.10 "Owner" means the record owner, whether one or more persons or entities, of a fee simple interest in a Lot, and shall include Declarant as to any Lot owned by Declarant. "Owner" shall not include any person or entity holding an interest in a Lot merely as security for the performance of an obligation or as a tenant.

1.11 "Person" means an individual, corporation, partnership, trustee, non-profit organization or other legal entity capable of holding title to real property.

1.12 "Plat" means the Plat of the Property recorded in Volume [number], Page [number] of the real property records of Fayette County, Texas, and any replat or amendment to the Plat made in accordance with this Declaration.

1.13 "Property" means the real property described in Exhibit A attached hereto and incorporated herein.

1.14 "Public Roads" means all roads and cul-de-sacs located on the Property and shown on the Plat, which shall be maintained by the Declarant until accepted for dedication and public maintenance by the City of La Grange, Texas or other governmental entity.

1.15 "Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

1.16 "Single Family" means a group of individuals related by blood, adoption, or marriage not exceeding two (2) such individuals per number of bedrooms in the Residence, or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

1.17 "Structure" means (a) any improvement or object on a Lot (other than a Residence), the placement or construction of which may affect the appearance of such Lot, including but not limited to, any building, garage, porch, shed, gazebo, patio cover, swimming pool, tennis court, statuary, fence, paving, driveway, wall, all forms of landscaping, signs, temporary living quarters and tents, antennae and satellite dishes; and (b) any excavation, grading, fill, ditch, berm, or other thing or device which affects or alters the flow of surface waters from, upon or across any Lot as originally graded by Declarant, or which affects or

Declaration of Restrictive Covenants of Hope Hill Subdivision
alters the flow of any water in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot, in each case in accordance with applicable law (collectively, "Grading Work").

1.18 "Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration, which Subdivision shall be known as "Hope Hill Subdivision."

1.19 "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

**Clauses and Covenants**

2.01 **Imposition of Covenants.**

   a. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

   b. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

   c. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

2.02 **Plat and Easements.**

   a. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

   b. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

   c. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure located in an Easement.

   d. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

2.03 **Use and Activities.**

   a. **Permitted Use.** A Lot may be used or occupied only for an approved Residence and approved Structures for use by a Single Family. Only one Residence is permitted on any Lot. No Lot shall be used for the purpose of ingress or egress to or through any other real property contiguous to the Subdivision except for Lots owned by Declarant.
b. **Structures and Amenities Not Permitted.** No Modular Home or Mobile Home shall be permitted to be located on a Lot for any purpose at any time. Except as provided in Section 2.04.b.11 of this Declaration, no house trailer, motor home, camper (including recreational vehicles) or garage on a Lot shall be occupied as a Residence on a permanent or temporary basis at any time. All Structures constructed or placed on any Lot shall be built of substantially new materials and no used Structures shall be placed on any Lot, except a doghouse, swing set or children’s playhouse. No Structure (excluding Grading Work), building, modular or site built amenity, however permanent or temporary in function, shall be permitted to be located within the rear property line setback or the front property line setback.

c. **Prohibited Activities.** The following activities are prohibited on any Lot in the Subdivision:

1. any activity that is otherwise prohibited by this Declaration;
2. any illegal activity;
3. any nuisance or noxious or offensive activity that unreasonably interferes with the quiet enjoyment of occupants of any Residence on a Lot;
4. any dumping of rubbish;
5. any storage of the following:
   (i) building materials except during the construction or renovation of a Residence or a Structure;
   (ii) vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
   (iii) unsightly objects unless completely shielded by a Structure or landscaping;
6. any exploration for or extraction of minerals;
7. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed a total of two (2) confined to a fenced yard or within a Residence;
8. any commercial or professional activity except reasonable home office use;
9. the renting of a portion of a Residence or Structure;
10. the drying of clothes or laundry outside of a Residence in a manner that is visible from any street or from any other Residence;
11. the display of any sign except the following:
    (i) a sign not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and/or
    (ii) political signage not prohibited by law;
12. installing a Mobile Home, Manufactured Home or Modular Home on a Lot;
13. moving a previously constructed house onto a Lot;
14. interfering with a drainage pattern or the natural flow of surface water, except in accordance with applicable law;
15. hunting and shooting;
16. occupying a Structure that does not comply with the construction standards of a Residence;
17. any activity that would result in the cancellation of insurance on any other Residence or any part of the Common Area or which would be in violation of any law; and
18. the obstruction in any manner of any doorways, walkways or streets which would
interfere with their use for ingress or egress in the event of fire, earthquake or other emergency.

d. **Supervision of Animals.** Household pets kept by an Owner shall not be permitted to run free in the Subdivision or to roam at large at any time. All animals or pets, when permitted outside the Residence or fenced area on a Lot, must be under the direct supervision and control of the Owner or other responsible person at all times through the use of a leash or similar restraint.

e. **Waste Disposal.** All rubbish, trash, garbage or other waste material shall be kept in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean, sanitary condition. No Lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials, except that composting is permitted if appropriate sanitary and aesthetic measures are maintained. Yard incinerators for the disposal or burning of trash or yard waste are not permitted.

f. **Vehicles.** No tractor-trailer rigs (as a unit or the individual components thereof), buses or heavy equipment, including, but not limited to, work Vehicles, shall be parked or stored on any Lot, except in the normal course of making deliveries or providing services to the Lot. Any recreational vehicle, boat, trailer or camper trailer must be stored in a garage or approved auxiliary building on a Lot and must not be seen from nearby Lots or streets. No inoperable, stripped, partially wrecked, or junk Vehicle, or part thereof, shall be permitted to be parked or kept on any street or Lot. No repairs to any Vehicle shall be made or performed on any driveway on a Lot, except in the case of an emergency.

2.04 **Construction and Maintenance Standards.**

a. **Lots.**

1. **Consolidation of Lots.** An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

2. **Subdivision Prohibited.** No Lot may be further subdivided by any Owner. Declarant may amend or modify the Plat and, among other things, may relocate the property lines of any Lot that is owned by Declarant.

3. **New Easements.** No new easement affecting a Lot may be granted by an Owner, except for necessary utility easements.

4. **Maintenance.** Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. No Owner shall permit his or her Lot or the Residence and Structures thereon to become unsightly. Lots with no improvements are not exempt from this Covenant.

b. **Residences and Structures.**

1. **Aesthetic Compatibility.** All Residences, Structures, and landscaping must be aesthetically compatible with the Subdivision.
2. **Maximum Height.** The maximum height of a Residence shall be thirty-five (35) feet above grade and in no event more than two stories.

3. **Required Residence Size and Garage Size.** Each Residence shall contain a minimum of 1,000 square feet of enclosed, air conditioned living area, exclusive of patios, porches, garages, carports and basements (finished or unfinished). Each two-story Residence shall contain a minimum of 1,800 square feet of enclosed, air conditioned living area, including at least 1,000 square feet of living area on the first (main entry level) floor. Each Residence must contain an attached garage with the capacity for a minimum of one (1) automobile accessed by a concrete driveway.

4. **Property Setbacks.** No Residence or Structure may be located in violation of the setback lines shown on the Plat. No Residence shall be constructed on a Lot nearer than five (5) feet to any side property line, unless the side property line is adjacent to a street, in which event no Residence shall be constructed nearer than fifteen (15) feet to such side property line, nor shall any Residence be constructed any nearer than twenty (20) feet to the front property line, nor any nearer than twenty-five (25) feet to the rear property line. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

5. **Fences, Walls, and Hedges.** No fence, wall, or hedge may be located between the front wall of a Residence and the street it faces, except for retaining walls, trellises and decorative fences. No fence in excess of 6 feet in height shall be permitted on any Lot.

6. **Damaged or Destroyed Residences and Structures.** Any Residence or Structure that is damaged must be repaired within 180 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Lot restored to a clean and attractive condition.

7. **Antennae and Communication Devices.** No satellite reception dish, disk or device larger than 24 inches in diameter shall be permitted on any Lot. Conforming satellite reception dishes, disks or devices shall be located on the rear side of the roof of a Residence or in the rear or side yards of a Lot, but no satellite dish, disk, device or associated wires may be located behind the rear setback line of any Lot. Antennas for amateur radios or other uses are prohibited on any Lot.

8. **Traffic Sight Lines.** No landscaping that obstructs traffic sight lines may be placed on any Lot.

9. **Sidewalks Required.** When a Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots, which shall be constructed in compliance with the requirements of the City of La Grange, Texas and any other applicable governmental entities.

10. **Landscaping.** Landscaping must be installed within 60 days after the occupancy of a Residence. The Owner of a Lot shall cut all vegetation and grass in a timely manner to maintain the well-kept appearance of such Lot.

11. **Temporary Construction Housing.** Exclusively during the period of construction of a Residence on a Lot, an Owner, Builder or Declarant shall be permitted to place house trailers, motor homes or other temporary housing units upon a Lot to serve as residential
dwellings and business offices for persons associated with such construction. Regarding the occupancy of any such temporary housing, Owner, Builder or Declarant, as applicable, shall comply with all requirements of the City of La Grange, Texas and any other applicable governmental entities.

c. **Construction Requirements and Building Materials for Residences and Structures.**

1. **Exterior Facade and Walls.** One hundred percent (100%) of the exterior construction material for a Residence, excluding roofing materials, doors and windows (and their trim), eaves, soffits, vents and posts, shall be cement fiber, brick, stone, or stucco. Excluding the roof, exterior elements, including, but not limited to, wood or cement-fiber shakes and/or shingles, are permitted only as an architectural element on the exterior of the Residence and shall not comprise more than 15% of the exterior surface area. Shutters, eaves, soffits, vents and posts may be comprised of vinyl composite materials.

2. **Auxiliary Buildings.** Every auxiliary building or Structure shall be constructed onsite and the architectural design and exterior construction materials shall be the same as the Residence. This may include a detached garage, utility building or other Structure used for purposes related to the storage of household, vehicular and/or maintenance items.

3. **Plumbing.** All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the City of La Grange public sewer system as per the local sewer authorities.

4. **Fireplaces.** Prefabricated fireplaces on an outside wall with chimneys that do not extend beyond the roofline must be located at a hip designated roof. An interior chimney may be veneered with any permitted building material, except metal. Flashing, caps, and similar chimney parts may be metal.

5. **Roof.** Roof pitch shall be a minimum ratio of 5:12, except that screen porches, sunrooms and similar ancillary rooms may have a roof pitch of 3:12. Only composition, tile or metal may be used on the roofs of Residences and Structures. All roof stacks must be painted to match the roof color.

6. **Air Conditioners.** Window or wall-type air conditioners may not be used in a Residence.

7. **Foundation and Retaining Walls.** All concrete block above ground level must be covered in brick, concrete, stone or stucco in order to completely hide the concrete block and any mortar seams. Split faced block may be used as exposed foundation material.

8. **Driveways and Sidewalks.** All driveways and sidewalks must be constructed of concrete. All improvements (e.g., fences, landscaping, surfaces, etc.) constructed in a public right of way must satisfy all applicable governmental standards and construction requirements.

9. **Lot Identification.** Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

10. **Fencing.** All fences constructed on a Lot shall be built of stone, masonry, wood or decorative powder-coated metal and shall be architecturally compatible with the Residence.

11. **Mailboxes.** All mailboxes shall be uniform in size and color and aesthetically compatible with the Subdivision. Each owner shall be responsible for all costs associated with the purchase and installation of the mailbox and its support.
12. **Swimming Pools.** All swimming pools must be in-ground and shall be screened from view from adjoining Lots and streets by means of landscaping and/or attractive screening material. It shall be the affirmative obligation of the Owner as required by law to enclose any swimming pool with fencing and restrict access thereto with the appropriate gates, locks and latches.

13. **Construction activity.** Once the construction of a Residence has commenced, the exterior improvements thereto shall be fully completed within six (6) months thereafter. Any partially completed Residence, Structures, or other improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other causes, shall constitute a nuisance and may be removed by the Declarant, or its assigns, if the Owner of the Lot fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant, or its assigns, shall be paid by the Owner and shall constitute a lien upon the Lot until paid in full together with interest thereon at the rate of 8% per annum.

14. **Construction Area, Upkeep and Environmental Protections.** All construction areas shall be kept by Builders and Owners in good order and properly maintained as required herein so that they do not become unsightly or a nuisance. All debris shall be placed in dumpsters, which shall be emptied regularly as necessary during construction in order to prevent spillage of debris on the ground. Portable toilets shall be required to be installed and maintained upon each Lot during any construction activity and shall be located within the building setbacks as set forth herein. During construction, reasonable efforts shall be made to screen all construction material storage areas, portable toilets, dumpsters and other unsightly items from the view of adjacent streets. Silt fencing will be required to be installed where needed to keep loose or eroded soils contained on a Lot. An adequate amount of gravel will be required to be installed on construction driveways on a Lot at all times. During construction, Builders and Owners shall use reasonable efforts to minimize the disturbance or destruction of trees on a Lot to the extent reasonably possible and all development proposals and permit applications shall also include the submission of an erosion and drainage control plan.

2.05 **General Provisions.**

a. **Reserved Easement.** The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the Property subject to this Declaration, a ten (10) foot wide non-exclusive easement located adjacent to the outside boundary lines of each public or private street for the purpose of constructing, installing, maintaining, repairing and operating utility and drainage systems, mains, facilities, and other improvements benefitting the Subdivision.

b. **Common Area.** Declarant may retain the legal title to the Common Area so long as it owns at least one Lot in the Subdivision. Declarant will be responsible for the maintenance and management of the Common Area until the formation of a property owners' association is complete or Declarant otherwise assigns it rights and obligations to a property management company or other entity for the purpose of maintaining and managing the Common Area. Before conveyance of the last Lot owned by Declarant, Declarant may convey the Common Area to a property owners' association, property management company or other entity (subject to taxes for the year of conveyance) whose purpose is to retain title to, maintain, and
manage the Common Area, and to enforce restrictions, conditions, limitations, reservations, and easements of record. During any period in which the Declarant owns land in the Subdivision, Declarant hereby reserves to itself, its successors and assigns, the perpetual right to use and enjoy the then existing nonexclusive utility easements, drainage easements, and ingress and egress easements for the benefit of such land owned and to be owned by Declarant.

e. **Violation and Enforcement of Restrictive Covenants.** If any person or persons shall violate or attempt to violate any of the Covenants provided herein, it shall be lawful for any other Person or Persons owning or having an interest in any portion of the Subdivision, in addition to the Declarant or a property owners’ association, if any, to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations, including the recovery of costs and reasonable attorneys’ fees.

d. **Ordinances and Severability.** The zoning ordinances, restrictions and regulations of Fayette County, the City of La Grange and their respective agencies applicable to the Property shall be observed by Declarant and the Owners of the Lots in the Subdivision. In the event of any conflict between any provision of these Covenants and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these Covenants by the judgment or order of any court shall in no way affect any of the other provisions hereof, and such other provisions and Covenants shall remain in full force and effect.

e. **Undeveloped Lots.** Any Lots which remain vacant and upon which no improvements have been built shall not be sold by Declarant or any successor/assignee Declarant. Except for temporary construction housing permitted under Section 2.04.b.11 of this Declaration, no Owner or other person shall park, store or otherwise place any Vehicle, storage building, or other Structure or personal property upon any undeveloped Lot.

f. **Term.** This Declaration runs with the land and is binding in perpetuity.

g. **No Waiver.** Failure by an Owner to enforce this Declaration is not a waiver.

h. **Corrections.** Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

i. **Amendment.** This Declaration may be amended at any time (i) by the affirmative vote of 51% of the Owners, or (ii) by Declarant, provided that any amendment by Declarant must not materially impair or affect a vested property right of any Owner.

j. **Notices.** Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
k. **Annexation of Additional Property.** On written approval of Declarant and not less than 51% of the Owners, the owner of any real property who desires to subject such real property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that real property.

l. **Non-Liability for Subsurface Soil Conditions and Environmental Contamination.** By accepting title to a Lot, an Owner waives any and all claims it may possess against Declarant, its successors and assigns, related to any sub-surface soil conditions or environmental contamination on any Lot.

m. **Association.** The Owners of 51% of the Lots in the Subdivision may authorize the formation of an association of Owners ("Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity, and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and the bylaws and rules adopted by its board of directors (collectively, "Dedicatory Instruments"). If an Association is formed, every Owner will be a member and agrees to comply with the Dedicatory Instruments. Membership in the Association is appurtenant to and may not be separated from the ownership of a Lot. If more than one Person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of the Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any Common Area. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor’s lien on each Lot and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association’s lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association’s rights to collect assessments. The amount of the assessments will be determined by the Association and shall be equal for all Lots, except for Lot 33, which will be assessed based on its size and use. The bylaws and rules may also specify the Association’s remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorneys’ fees and costs arising out of enforcement actions, foreclosure of the Association’s lien, or suspension of an Owner’s rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

[SIGNATURE ON FOLLOWING PAGE]
EXECUTED BY Declarant to be effective as of the date first above written.

DEclarant:

SAMARITAN'S PURSE,
a North Carolina nonprofit corporation

By: [Signature]
Name: Ronald E. Wilcox
Title: Chief Operating Officer

THE STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

This instrument was acknowledged before me on this 23rd day of March, 2020, by Ronald E. Wilcox, in his capacity as Chief Operating Officer of Samaritan’s Purse, a North Carolina nonprofit corporation, on behalf of such corporation.

[Notary Seal]

KAREN W. MCNEIL
Notary Public, State of North Carolina

My Commission expires 10-24-2021

Declaration of Restrictive Covenants of Hope Hill Subdivision

-55-
EXHIBIT A

Legal Description of Property

The real property described in the plat recorded in Volume _______, Page ______ of the real property records of Fayette County, Texas.
INDEMNITY STATEMENT

WHEREAS, Samaritan’s Purse has submitted a Site/Subdivision Development Plan to the City of La Grange, Texas, in connection with proposed construction and/or development of the Hope Hill Subdivision; and

NOW, THEREFORE the aforementioned site/subdivision, Samaritan’s Purse shall indemnify and save harmless the City of La Grange, Texas, and their employees, agents, elected officials and officers, against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the City of La Grange, Texas, and their employees, agents, elected officials and officers, from any and all claims, demands, suits, actions or proceedings of any kind of nature, of or by anyone whomsoever, in any way resulting from or arising out of the City of La Grange, Texas approving said site/subdivision plan.

The indemnity Agreement is binding on the successors and/or assigns of the Hope Hill Subdivision who agrees that should the property be sold, a copy of this Indemnity Agreement will be made a part of the closing documentation and shall be transferred at closing to the successor or assignee of Samaritan’s Purse.

Reference to this Indemnity Agreement shall be placed on the Final Plat for the construction and/or development.

Signed, Sealed and Delivered

State of North Carolina

County of Watauga

This ___ day of ___ 2020 in the presence of:

Witness

Witness

Ronald E. Wilcox, Chief Operating Officer
Samaritan’s Purse

K. L. MCGEE
Notary Public

Commission Expires: 10/24/2021
**TAX RECEIPT**

FAYETTE COUNTY APPRAISAL DISTRICT  
PO BOX 835  
111 SOUTH VAIL ST  
LA GRANJE, TX  78945-0830

PAID BY:  
LA GRANJE AREA DISASTER RECOVERY TEAM  
PO BOX 464  
LA GRANJE, TX  78945

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Check  
Details 2151

**Description**  
Amount  
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3927.84

**Operator**  
RAS  
Batch  
9184 (13060 KKF)

Receipt issued in accordance with Section 58.75 of the Texas Property Tax Code

Total Paid  
3,927.84

Receipt Number  
662554

Date Posted  
12/12/2019

Payment Type  
P

Payment Code  
Full

Total Paid  
$3,927.84
MEMORANDUM

To: Mayor and City Council
From: Mary Goerig, Assistant City Secretary
Date: April 9, 2020
Re: Discuss and or consider preliminary replat request at 333 W Northline St owned by Ron Dishman and Don Dishman.

A request was received from Ron Dishman and Don Dishman to subdivide the property into four separate lots located at 333 W Northline St. The First Lot will be measuring approximately 95’ wide x 192 ‘depth, the Second Lot will be measuring 80’ w x 192 ‘depth, the third lot currently has a single-family home on it with the dimensions of the lot being 110 ‘wide and 192’ depth and the fourth lot will be 1 acre and being sold to the adjoining owner and continued to be use for hay production. The three lots will be having the driveways exiting on Hanacek Lane. All lots meet the minimum size requirements required by City of La Grange Ordinances.

There were 20 letters sent to property owners within a 200’ radius of this address asking if the owners are in favor of or opposed to the subdivision request. There were nine (9) letters returned in favor of granting this request, two (2) letters that were opposed to granting this request, and nine (9) letters not returned.

Attachments: 1) Request
               2) Sketch
               3) Map showing votes
To: City of La Grange

From: Ron Dishman

Address: 333 W. Northline St. La Grange, Texas

Subject: Subdivide existing lot

To whom it may concern,

This is a letter to inform the City of La Grange and existing homeowners of the desired proposal to subdivide the land located at 333 W, Northline Street, La Grange, Tx into (4) four parcels.

We are looking to create two additional single family residence lots, one on each side of the existing house at this address. The dimensions proposed for the first lot will be approximately 95 ft wide x 192 ft deep. The second lot will have the proposed dimensions of 80 ft wide x 192 ft deep. This will make the third parcel, which currently has a single family house on it, to have the proposed dimensions of 110 ft wide x 192 ft deep. Lastly, the fourth parcel, approximately 1 acre, will be sold to an adjoining landowner and continue to be used for hay production, as it has been for over the last 20 years.

Thank you for your consideration,

Ron Dishman
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: April 2, 2020

SUBJECT: Discuss and or consider awarding bid for the Cedar Street Drainage Project in the amount of $91,944 to the low bidder SBS Construction of La Grange.

Staff is recommending that the Cedar Street Drainage Project be awarded to SBS Construction of La Grange in the amount of $91,944.00. The project will be funded by budgeted Street Department Capital funds. Attached for your review is letter from Mr. Tim Sanders with BEFCO Engineering recommending SBS Construction.

Attachments
1. Recommendation letter from BEFCO Engineering
2. Bid Tabulation Sheet
3. Map of project area
March 20, 2020

Mr. Shawn Raborn, City Manager  
City of La Grange  
155 E. Colorado  
La Grange, Texas 78945

RE: Bid Award Recommendation  
Cedar Street  
Drainage Project  
BEFCO Job No. 15-5556

Dear Shawn:

The bid opening for the City of La Grange Cedar Street Drainage Project was held on Thursday, March 12, 2020. The City received four (4) bids for the project ranging from $91,944.00 to $122,270.00 for the total base bid (Items 1-12). The low bidder for the project was SBS Construction from La Grange in the amount of $91,944.00. Per our review of their bid submittal, SBS submitted all documentation at the bid opening except for their list of subcontractors and suppliers. BEFCO Engineering has contacted SBS, and they have since provided their list of suppliers and indicated no work will be subcontracted. Thus, SBS Construction’s bid submittal is now complete. Therefore, SBS Construction is the lowest, most responsible bidder, and BEFCO Engineering recommends the contract be awarded to SBS in the amount of $91,944.00 for the total base bid. If you have any questions or require more information, please advise.

Thank you for the opportunity to provide engineering services for this project.

Sincerely,

BEFCO Engineering, Inc.

[Signature]

Timothy L. Sanders, P.E.

Attachments: Bid Tab Summary

TLS:bms

"Proficient, practical engineering and land surveying services with a sense of small-town values and care."

-64-
CITY OF LA GRANGE
CECIL STREET DRAINAGE PROJECT
BECO JOB NO. 15-6556
MARCH 12, 2020

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<th>Item</th>
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<th>Units</th>
<th>Description in Words</th>
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<td>1</td>
<td>1</td>
<td>LS</td>
<td>EXCAVATE TO DETERMINE SIZE, LOCATION, AND DEPTHS AT EXISTING STORM SEWER TIE-INS AND UTILITIES</td>
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<td>LS</td>
<td>DEMOLISH AND REMOVE EXISTING STORM INLETS, MANHOLE, STORM SEWER, CURB AND GUTTER, ETC.</td>
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<td>LF</td>
<td>REINFORCED CONCRETE CURB AND GUTTER</td>
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TOTAL BASE BID (ITEMS 1-12): $122,270.00

SBS Construction
PO Box 475
La Grange, TX 78945

Supak Construction, Inc.
PO Box 325
Orchard, TX 77464

M&C Fonseca Construction
1901 Prairie Creek Rd.
Granite Shoals, TX 78654

SCTX, LLC
1609 Smith-Rau Rd.
Columbus, TX 78934

UNIT PRICE   TOTAL PRICE
$5,000.00    $10,000.00 |
$25.00      $500.00 |
$30.00      $600.00 |
$38.00      $760.00 |
$38.00      $760.00 |
$5,000.00   $10,000.00 |
$2,000.00   $4,000.00 |
$2,000.00   $4,000.00 |
$8,000.00   $16,000.00 |
$15.00      $30.00 |

Notes:
1. SBS Construction, Supak Construction, and SCTX did not provide list of suppliers and subcontractors.

I certify that this is correct and true to the best of my knowledge and belief.

BEFCO Engineering, Inc. (F-2011)

Timothy Sanders, P.E.
Registration No. 95880
March 12, 2020
TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 7, 2020
SUBJECT: Discuss and or Consider selection of BEFCO Engineering to complete the engineering services portion of the General Land Office (GLO) CDBG-MIT applications for 2015, 2016, and Harvey funding for flood mitigation projects and subsequent design and implementation of awarded projects.

Staff recently issued a request for engineering services to assist in the preparation of General Land Office (GLO) CDBG-MIT applications for 2015, 2016, and Harvey funding for flood mitigation projects and subsequent design and implementation of awarded projects. Engineering proposals were submitted by BEFCO Engineering, Strand Engineers, TRC Engineers and FCM Engineers.

An evaluation committee was formed to review the Engineering firms and was comprised of Frank Menefee, Andy Blaha and myself who independently reviewed and scored the proposals. The ranked result of the scoring process was BEFCO Engineering, Strand Engineers, TRC Engineers and FCM Engineers. The first three firms can all do the job requested.

Staff recommends the selection of BEFCO Engineering as the project engineer. We have utilized the services of BEFCO in the past on Community Development applications and are currently the engineer for the EDA sewer line grant project.

Attachments:
1. Request for Proposals Engineering Services
2. Eligible CDBG-Mitigation Counties
3. CDBG-MIT Funding
4. Background Information – BEFCO Engineering
GRANT ENGINEERING SERVICES
PUBLIC NOTICE

The City of La Grange is soliciting a Request for Qualifications from a qualified engineer/engineering firm (registered to practice in the State of Texas) for engineering services to include budget/scopes of work/cost estimates for the preparation of the General Land Office (GLO) CDBG-MIT application(s) for funding flood mitigation projects and planning for future flood events, and the subsequent preliminary and final design plans, bid documents, and necessary interim and final inspections required by the City of La Grange for the implementation of the GLO project(s) if the City of La Grange is awarded a GLO contract(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Please submit one (1) electronic version in .pdf format to citymanager@cityoflg.com and 3 printed copies of your statement of qualifications, resumes of key personnel, references and a list of jobs performed under this or similar programs to:

Shawn Raborn, City Manager  
City of La Grange  
155 E Colorado  
La Grange, TX  78945

Proposals must be received by the City of La Grange no later than 3:00 P.M. on Wednesday, March 18th, 2020, to be considered. The City of La Grange reserves the right to negotiate with any and all engineers/engineering firms that submit proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

*The City of La Grange is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended.*
### 4.3 Program Budget

#### Table 4-2: Program Budget

<table>
<thead>
<tr>
<th>Programs</th>
<th>HUD Most Impacted and Distressed</th>
<th>State Most Impacted and Distressed</th>
<th>Total Allocation</th>
<th>% of Total Allocation</th>
<th>LMI Amount</th>
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<td>$23,048,475</td>
<td>$23,048,475</td>
<td>$46,096,950</td>
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<td>2016 Floods State Mitigation Competition</td>
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<td>$1,072,388,360</td>
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<td>$500,000,000</td>
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<td>HMGP: Supplemental</td>
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<td>$107,429,725</td>
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<td>State Administration</td>
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<td>$107,429,725</td>
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<td><strong>Total</strong></td>
<td>$2,498,594,500</td>
<td>$1,798,594,500</td>
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<td>100%</td>
<td>$1,968,735,050</td>
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Most Impacted & Distressed Designations as of August 23, 2019

DISASTER NUMBER:
"Hurricane Harvey 2017"
DR-4332 (Aug. 25, 2017)

"Floods 2016"
DR-4272 (June 11, 2016)
DR-4269 (April 25, 2016)
DR-4266 (March 19, 2015)

"Floods 2015"
DR-4245 (Nov. 25, 2015)
DR-4223 (May 23, 2015)

CDBG Mitigation:
Presidentially Declared Areas for Texas

HUD'S MITIGATION DEFINITION

"Activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters." - CDBG-MIT Federal Register Notice
## CDBG-MIT HUD and State MID Areas

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<td>State MID</td>
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<td>Hidalgo</td>
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<td>Hill</td>
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<td>Houston</td>
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<td>Jackson</td>
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<tr>
<td>Jefferson</td>
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<td></td>
<td>HUIMID</td>
</tr>
</tbody>
</table>

-71-
BEFCO Engineering, Inc. is a consulting engineering and land surveying firm founded in 1979. Over the past forty years, BEFCO has grown, expanded and evolved. Starting out in consulting engineering and land surveying, BEFCO later expanded to include water system management. A construction department was added in 1987. During almost fourteen years in construction, BEFCO completed hundreds of water and wastewater projects throughout the central area of Texas. In 2001, BEFCO decided to concentrate their efforts on consulting engineering & land surveying and sold the construction division. Shortly thereafter, BEFCO also discontinued water system management. Our professional staff now includes four professional engineers, one graduate engineer and two registered land surveyors. Located at 485 North Jefferson in La Grange, BEFCO presently has twelve full time employees.

BEFCO has been involved with over 150 publicly funded projects.

BEFCO has completed a wide range of projects which have utilized funding from a number of state and federal agencies including the Texas Department of Rural Affairs, U.S. Department of Agriculture, Economic Development Administration, FEMA, Texas Division of Emergency Management (TDEM), Texas Capital Fund, Main Street, Texas Department of Transportation, Texas Water Development Board, Texas Parks & Wildlife and Texas Department of Agriculture. Our engineering department has extensive experience in public works projects, including drainage, street & utility plans. BEFCO has the experience and expertise to manage projects through planning, estimating, design and construction.

The drafting room operations include the AUTOCAD Civil 3D 2019 system, while the survey department utilizes state of the art global positioning system (GPS) equipment and Robotics. All survey work is based on current Texas State Plane Coordinate System, NAD 83(2011) DATUM. BEFCO has provided surveying services for a multitude of municipalities, the Texas Department of Transportation, LCRA, oil & gas development, real estate development, subdivisions, family divisions, real estate sales, flood studies & FEMA elevation certificates.

In addition to the continuing education that is required in our fields of work, BEFCO also encourages professional development through the attendance of seminars and schools. BEFCO staff has completed both the TxDOT Local Government Project Procedures (LGPP) and TxCDBG Implementation Manual Workshops. BEFCO is registered with the System for Award Management (SAM), SAM.gov and not debarred or suspended from the Excluded Parties List System (EPLS) of SAM.gov. Through the years, BEFCO has assembled a strong network of professionals in other areas of expertise. BEFCO can draw from this association to provide our clients with the best possible engineering and surveying services while maintaining the personal touch we feel is necessary.

The principals at BEFCO grew up in small town Texas and still prefer to live there. Therefore, it is not surprising that BEFCO specializes in providing engineering & surveying services to water supply corporations, utility Districts, counties, and small to medium sized Texas towns.

"We at BEFCO feel like we can provide unique, practical engineering & surveying services with a sense of care."
PROPOSAL OF SERVICES

SCOPE OF WORK #1 (pre-award)

BEFCO will collaborate with City staff on the identification of the needed improvements required for the project. BEFCO will assist the City with a preliminary evaluation of the identified improvements including preparation of a site project map, preliminary cost estimates, BCA's (if applicable), and any other requested engineering documents needed to support the grant application process. BEFCO has assisted multiple clients in the preparation of numerous engineering related documents that support grant applications for over 25 years.

SCOPE OF WORK #2 (post-award)

PRELIMINARY PHASE

After negotiating a contract with the City, grant administrators and signing contract documents, a meeting will be scheduled with City representatives and funding agency (if applicable) to discuss the project and associated schedule. After these meetings, BEFCO proposes to provide an updated preliminary design and cost estimate.

DESIGN PHASE

BEFCO will initiate the development of the final design by meeting with City representatives. This phase additionally includes field and topographic surveys, easement information, permit acquisition, the assembly of applicable standards and codes, and the preparation of final construction plans and specifications. This final design will represent the culmination of a cooperative effort between BEFCO and the City's representatives. The specification book will also be prepared and will consist of bid proposal forms, insurance and bond forms, a standard form of agreement, general and special conditions, and construction specifications. Upon approval of the plans and specifications by the City, BEFCO will help the City advertise for bids in appropriate publications and disseminate all bid sets. Concurrent with the bidding phase, BEFCO will submit plans and specification packages to the applicable regulatory oversight agencies for review and approval. Addenda, if required, will be prepared and distributed to prospective bidders of record. BEFCO will answer questions and discuss the project with potential bidders. BEFCO will assist the City in receiving and analyzing bids, and will make a recommendation to the City as to award to successful bidder. Legal boundary surveying for property acquisition or easements or other special services, if required by the City, can be provided as an extra to the contract.

CONSTRUCTION PHASE

BEFCO will prepare all contract documents and have them executed, including bonds & insurance. We will schedule the Pre-Construction Conference and issue the Notice to Proceed. BEFCO will also review and approve all contractor submittals on materials and equipment. During the construction effort, BEFCO will make periodic visits to the job site and review monthly pay requests. BEFCO will attend staff and board meetings as necessary to update the City on the status of the project. We will evaluate and prepare changes as may be necessary during the course of the project. Upon reaching substantial completion, BEFCO will conduct a final inspection of the project and develop a punch list, as may be required. BEFCO will issue the Certificate of Construction Completion. Project close-out with the City will be completed at this time, including providing “Record” drawings to the City. Construction staking, testing or full time inspection services, or other special services, if required by the City, can also be provided as an extra to the contract.
REFERENCES—RECENT DISASTER RECOVERY EXPERIENCE

BEFCO has successfully completed both pre-award and/or post-award scope of work services for several recent disaster recovery projects. Examples of providing either of these scope of services include:

City of Bastrop - Generator Projects, Trey Job (512) 321-3941  
City of Bastrop - Newton Street Drainage Improvements, Trey Job (512) 321-3941  
City of Bastrop - Public Works Detention Pond Expansion, Trey Job (512) 321-3941  
City of Bastrop - Pine Street Drainage Improvements, Trey Job (512) 321-3941  
City of Flatonia - Warning System (Sirens), Mark McLaughlin (361) 865-3548  
City of Flatonia - Mobile Generator, Mark McLaughlin (361) 865-3548  
City of Flatonia - Water Plant Generator, Mark McLaughlin (361) 865-3548  
City of Nixon - Warning System (Sirens), Harold Rice (830) 582-1924  
City of Weimar - Generators, Mike Barrow (979) 725-8554  
City of Wharton - Warning System (Sirens), Gwyneth Teves (979) 532-2491  
City of Smithville - 7th Street Detention Pond, Robert Tamble (512) 237-3282  
City of Smithville - 7th Street Storm Sewer, Robert Tamble (512) 237-3282  
City of Smithville - Marburger Street Drainage Improvements, Robert Tamble (512) 237-3282  
City of Smithville - 2nd Street Drainage Improvements, Robert Tamble (512) 237-3282

CAPACITY TO PERFORM

BEFCO has four licensed engineers, one graduate engineer, two licensed surveyors and survey crew available to begin work on any projects within two months of execution of the engineering contract. The project will bid, if needed, generally within 6-9 months and constructed within 9-18 months after contract execution. However, this is dependent upon project size, land acquisition/easement, and funding sources. BEFCO has multiple contractor relationships to solicit sufficient number of bids to be within budget. Pre-Award scope of work can begin upon Notice of Award by the City.

COST OF SERVICES

Once BEFCO has been awarded the project, BEFCO will meet with City staff and grant administrator to scope out the proposed project. After this meeting, BEFCO will be able to provide proposed cost of services for pre-award services. During pre-award services, BEFCO will be developing construction cost estimates with the final scoping of the project to be submitted to the appropriate regulatory agency. BEFCO will provide post-award cost of services at the time of developing the construction cost estimates.
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 8, 2020
SUBJECT: Discuss and or Consider authorization of modifications to Utility billing for the months of March, April, May and June.

Staff is requesting council authorization to make a number of modifications to our current utility billing services. Staff is proposing the following actions:

- Suspend utility disconnections for the months of March, April, May, June and waive associated fees as a result of the hardship imposed on the community by the COVID-19 virus.

- Waive the 10% penalty for the payment of utility bills after the 15th day of the month.

The customer will remain financially responsible for the services provided and staff will work to develop payment plans that work for all impacted. We are also proposing the funding of a utility assistance program that will supplement the existing Combined Community Action Program activities. The utility assistance program is a separate action item for council to consider.

The cost to implement these utility billing changes is estimated to be $20,000 over the next three months. Staff will continue to monitor the utility issue and will bring back for council review if the need to expand the fee waivers for an additional period.
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 8, 2020
SUBJECT: Discuss and or Consider allocating additional funding to Combined Community Action for utility assistance programs.

Staff is proposing that we allocate $25,000 that we have budgeted for Social Services in the FY 2019-20 Budget to assist with the expansion of the Combined Community Action (CCA) Comprehensive Energy Assistance Program (CEAP). Staff will bring back in July for council consideration a budget amendment to back fill funding for the other social service agencies.

Combined Community Action currently administers a Comprehensive Energy Assistance Program that assists La Grange Utility customers with utility assistance payments. An overview of the program is attached for your information. Currently the CEAP assists customers who earn less than 150% of the 2020 Poverty Guidelines based on family size. A copy of the current Poverty Guideline is included for your information. In FY 2019 CCA assisted approximately 50 customers with utility bills totaling over $43,000. CCA provides assistance for up to 12 months for only the electric portion of the bill.

In discussing the program with CCA, we could modify our program to assist families who earn less than 200% of the poverty guidelines which would open the program up to additional customers and focus only on those customers directly impacted by COVID-19. In addition, we would limit the payment of only 2 months of utility bills for those impacted by the current disaster. We are defining impacted to be unemployed or have experienced a significant reduction in hours as a result of the COVID-19 disaster.

The additional funding will be used to assist our customers that have experienced financial strain due to unemployment as a result of the COVID-19 pandemic. If approved by council we should have the program in operation later this month.

Attachments:

1. Comprehensive Energy Assistance Program
2. Comprehensive Energy Assistance Program Application
3. 2020 Poverty Guidelines
The Comprehensive Energy Assistance Program (CEAP) is a utility assistance program. CEAP is designed to assist low income households in meeting energy needs, and to encourage consumers to control energy through energy education. All services are dependent upon CCA having available funds.

There are two components to CEAP:

Crisis Assistance: Crisis Assistance Component: Aids with utility bills when households have lost service or are in danger of losing service and meet one of three conditions which include:

1. Extreme Weather Conditions. Extreme Weather Conditions are only applicable during the Summer months of June, July, August and September and Winter months of November, December, January and February.

2. President or Governor declared disaster or

3. Life-Threatening crisis.
Utility Assistance: Provides eligible individuals and households with utility assistance.

The eligibility requirements are as follows:

1. Must be a resident of Bastrop, Fayette, Lee, Colorado or Austin County
2. Must meet the U.S. Department of Health and Human Services Income Guidelines for the current year.
3. Must show proof of identity for all household members – current/valid Texas Driver’s License, Texas ID, U.S. Passport, U.S. Military ID or U.S. Permanent Resident Card
4. Must provide proof of Citizenship or legal residency for all household members – U.S. Passport, U.S. Birth Certificate, U.S. Permanent Resident Card. **If at least 1 member of the household is a US Citizen or Legal Permanent Resident assistance may still be provided.
5. Must provide proof of income for the past 30 days for all household members 18 years of age and older - such as employer gross wages, Social Security, Unemployment, TANF, Child Support, Adoption Subsidies, Retirement, V.A. Disability, etc.)
6. Additional documentation will be required at the time of the appointment.

For more information contact: Gloria Macias- 979-540-2987 or John Perez at 979-540-2988

Giddings, Texas 78942

(979) 540-2980

(800) 688-9065
DECLARATION OF INCOME STATEMENT  
(DECLARACION DE INGRESOS)

<table>
<thead>
<tr>
<th>Applicant Name (Nombre del Solicitante)</th>
<th>Applicant Last Name (Apellido)</th>
<th>Suffix (Sufijo)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (Dirección)</td>
<td>City (Ciudad)</td>
<td>Zip Code (Código Postal)</td>
</tr>
</tbody>
</table>

State the gross income for household members, 18 years and older, who have no documentation of the income received in the **30 day period** prior to the date of application for assistance: *(Declarar el ingreso recibido por los miembros de su hogar, que tienen 18 años de edad ó más, y que no tienen documentación de ingresos por los 30 días antes del aplicar para asistencia)*

<table>
<thead>
<tr>
<th>Name (Nombre)</th>
<th>Gross Income Received (Ingreso Bruto Recibido)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Nombre)</td>
<td>Gross Income Received (Ingreso Bruto Recibido)</td>
</tr>
<tr>
<td>Name (Nombre)</td>
<td>Gross Income Received (Ingreso Bruto Recibido)</td>
</tr>
<tr>
<td>Name (Nombre)</td>
<td>Gross Income Received (Ingreso Bruto Recibido)</td>
</tr>
</tbody>
</table>

My household has no documented proof of income due to the following situation *(Mi hogar no tiene prueba para documentar los ingresos por medio de tal razones)*:

________________________________________

I certify that the above information is true and correct to the best of my knowledge and belief. *(Yo certifico que la información proveída de los ingresos es verdadera y correcta según mi saber y creencia)*

I understand that the information will be verified to the extent possible; and that I may be subject to prosecution for providing false or fraudulent information. *(Comprendo que la información será verificada hasta donde sea posible y que puedo ser enjuiciado por haber proveído información falsa ó fraudulenta)*

(Applicant Signature/Firma del Solicitante)  
(Date/Fecha)
Combined Community Action
125 West Austin, DeSoto, TX 75115
979-934-2500, 1-800-603-6662, Fax 979-934-2863
www.ccaaction.com

Comprehensive Energy Assistance Program Pre-Application

*****IMPORTANT CHANGE: CCA will ONLY be able to pay the electric/gas portion of CITY utility bills.*****

Date:

01/30/20

County:

Name:

[First]  [Last]

Phone Number: ____________________________

WE MUST BE ABLE TO CONTACT YOU

Address:

[House Number]  [Street]  [Apartment]  [City]  [State]

Email address:

HOUSEHOLD COMPOSITION & CHARACTERISTICS – List the Head of Household and all other people currently living in the home. Indicate the relationship of each family member to the Head of Household.

Relationship to Head of Household

Household Member Name

Race  Sex  Education  DOB  Social Security Number

SELF

INCOME INFORMATION – Includes all wages (i.e. salaries, unemployment benefits, part-time income, seasonal income, Social Security, Supplemental Security, and any other income or benefits our household may receive).

Household Member Name

Source of Income

[Include employer’s name]

Amount of Gross income for 30 days prior to application date

Utility Providers:

Electric Provider:

Gas/Propane Provider (if you use to heat your home):

☐ I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF
Do you have a disconnection notice?  Yes ☐  No ☐

DESCRIBE NEED FOR ASSISTANCE -- Please explain why you are currently in need of assistance and what needs you need assistance with.


You may return your application by using the following options:

Mail: COMBINED COMMUNITY ACTION, INC.
Attn: Family Services Dept.
165 West Austin Street
Biddings, Texas 78942

Fax: 979.342.9565
When faxing or scanning - please include front and back. All pages of faxes must be faxed at one time.

Email: jripper@ccaction.com
aperaz@ccaction.com

CCA will contact you by phone when appointments are being scheduled. Completion of this request does NOT guarantee assistance. Assistance is based on applicant being eligible, AVAILABILITY of funds and open available appointments. An incomplete pre-application can be DENIED. Additional information will be required if appointment is scheduled.

If you have any additional questions, please contact our agency.

For Office Use only:


Revised: January 1, 2020
There are two slightly different versions of the federal poverty measure:

- The poverty thresholds, and
- The poverty guidelines.

The poverty thresholds are the original version of the federal poverty measure. They are updated each year by the Census Bureau. The thresholds are used mainly for statistical purpose — for instance, preparing estimates of the number of Americans in poverty each year. (In other words, all official poverty population figures are calculated using the poverty thresholds, not the guidelines.) Poverty thresholds since 1973 (and for selected earlier years) and weighted average poverty thresholds since 1959 are available on the Census Bureau’s Web site. For an example of how the Census Bureau applies the thresholds to a family’s income to determine its poverty status, see “How the Census Bureau Measures Poverty” on the Census Bureau’s web site.

The poverty guidelines are the other version of the federal poverty measure. They are issued each year in the Federal Register by the Department of Health and Human Services (HHS). The guidelines are a simplification of the poverty thresholds for use for administrative purposes — for instance, determining financial eligibility for certain federal programs.

The poverty guidelines are sometimes loosely referred to as the “federal poverty level” (FPL), but that phrase is ambiguous and should be avoided, especially in situations (e.g., legislative or administrative) where precision is important.

Key differences between poverty thresholds and poverty guidelines are outlined in a table under Frequently Asked Questions (FAQs). See also the discussion of this topic on the Institute for Research on Poverty’s web site.
The following figures are the 2020 HHS poverty guidelines which will be published in the Federal Register.

2020 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

<table>
<thead>
<tr>
<th>Persons in family/household</th>
<th>Poverty guideline 100%</th>
<th>150%</th>
<th>200%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$12,760</td>
<td>$19,140</td>
<td>$25,520</td>
</tr>
<tr>
<td>2</td>
<td>$17,240</td>
<td>$25,860</td>
<td>$34,480</td>
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<tr>
<td>3</td>
<td>$21,720</td>
<td>$32,580</td>
<td>$43,440</td>
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<tr>
<td>4</td>
<td>$26,200</td>
<td>$39,300</td>
<td>$52,400</td>
</tr>
<tr>
<td>5</td>
<td>$30,680</td>
<td>$46,020</td>
<td>$61,360</td>
</tr>
<tr>
<td>6</td>
<td>$35,160</td>
<td>$52,740</td>
<td>$70,320</td>
</tr>
<tr>
<td>7</td>
<td>$39,640</td>
<td>$59,740</td>
<td>$79,280</td>
</tr>
<tr>
<td>8</td>
<td>$44,120</td>
<td>$66,180</td>
<td>$88,240</td>
</tr>
</tbody>
</table>

Frequently Asked Questions (FAQs).

The poverty guidelines (unlike the poverty thresholds) are designated by the year in which they are issued. For instance, the guidelines issued in January 2020 are designated the 2020 poverty guidelines. However, the 2020 HHS poverty guidelines only reflect price changes through calendar year 2019; accordingly, they are approximately equal to the Census Bureau poverty
thresholds for calendar year 2019. (The 2019 thresholds are expected to be issued in final form in September 2020; a preliminary version of the 2019 thresholds is now available from the Census Bureau.)

The poverty guidelines may be formally referenced as "the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2)."
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 8, 2020
SUBJECT: Discuss and or Consider implementation of a Locals Love La Grange Challenge - Utility Rebate for Local Receipts

Stacey Norris, Director of Community Development & Tourism, found an innovative program that was implemented in another community and is very interesting. The program would provide a utility rebate to La Grange Utilities customers who support our local businesses.

I have attached the program overview along with some Frequently Asked Questions for your review. I would propose that we limit the total amount of rebates at $50,000 and would be funded by cost savings in utility department budgets. The program would provide a benefit to our local merchants and also to our utility customers. We are defining a local business as a La Grange business with less than 50 employees. The program would begin this week if approved and run until the end of April but may be extended.

Staff requests council authorization to implement the Locals Love La Grange Challenge - Utilities Rebate for Local Receipts Program. The program is only for La Grange Utilities customers.

Attachments:

1. Overview of Locals Love La Grange Challenge
Proposed Locals Love La Grange Challenge

Program would begin on or about April 15, 2020

The City of La Grange wants to help our local business community during these challenging times and we need your help.

During the Locals Love La Grange Challenge the City of La Grange is offering utility rebates for local receipts. You read that right, you could earn a credit on your utility bill by buying and eating locally, or by purchasing a gift card from your favorite downtown store, or by buying yourself some new outfit or jewelry at the local store. Our local businesses make the possibilities seem endless.

How does it work? The process is easy:

1. Spend $25 at a local business or restaurant (you can combine two receipts) - the receipt must have the date and business name.
2. Write your name (as it appears on your utility statement), phone number, and utility account number on the receipt(s).
3. Scan and email the receipt to SupportLocal@cityoflg.com or drop off the receipt(s) in a sealed envelope at drive thru window or utility drop box located next to the drive thru window at City Hall 155 E Colorado Street.
4. The City of La Grange will credit $15 towards your utility bill.

You can earn up to 3 credits per account per month with a maximum credit of $45 per account. The city reserves the right to suspend the program at any time and make necessary changes as warranted. The program fund is limited. Program will expire on April 30th but may be extended.

Frequently Asked Questions

Can commercial and industrial accounts receive credit too?

Yes.

Can I combine receipts to reach the $25 limit?

Yes. You can combine any number of receipts before sending them in. The total amount purchased will be added together to calculate the amount of rebate you will receive.
Can I get a rebate for purchasing a gift card?

Yes, gift card purchases of $25 or more will be counted as a purchase at a local business.

Can I give my credit to another account?

Yes, you can give your credit to another account if you would like. Please write down the number and name of the account owner you would like to credit.

How long will this program last?

This program will start with utility bills for the month of April. The City will announce near the end of April if the program will continue for the month of May.

How much credit can I earn on my account?

You can earn up to $45 worth of credit on your account.

I bought a pizza in March from a local business, can I turn in that receipt for a rebate?

Receipts must be dated for any time after the launch of this program (April 15). But hey, now you get to purchase and eat a second pizza. So, we're all winners here.

What if I have a receipt of over $50? Does that count as two credits?

Yes. Utility rebates of $15 will be applied for every $25 spent. A receipt of $50 will be worth $30 in rebates, a receipt of $75 will be worth $45.

Also, you can combine receipts, meaning if you send in 3 receipts of purchases of $20 each, you would be able to get the $30 of rebates.

What is considered a "Local Business?"

A local business is any business located inside the city limits of La Grange. We encourage people to use this program to shop small and support businesses adversely affected by the COVID-19 crisis. Think of local restaurants, local retail businesses, and service industries that have been impacted by this crisis and use this program to help your neighbors. We are defining a local business as a La Grange business with less than 50 employees.
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: April 9, 2020

SUBJECT: Report on EDC Community Investment programs being developed and implemented due to the COVID-19 pandemic.

Below is the information that has been distributed by the Community Development and Tourism Department to the community regarding the efforts of the La Grange Economic Development Corporation. In addition, staff has included a report of the activities as of Thursday morning.

La Grange EDC Establishes Emergency Small Business Programs as a Response to COVID-19

As La Grange small businesses continue to suffer financial fallout due to the coronavirus pandemic, on Tuesday, April 7th, the City of La Grange's Economic Development Corporation (EDC) has approved funding for a variety of emergency small business programs. The EDC has designated $100,000 to an emergency forgivable microloan fund. These forgivable microloans will be underwritten, approved, and serviced by BCL of Texas. Locally-owned, independent businesses with fewer than 50 employees that have been ordered to change their services due to the coronavirus would be eligible. These forgivable loans would be up to $2,500 for each business. Following the three (3) month payment deferment period, loan recipients would pay a monthly payment on the loan for three (3) months. After the initial six (6) months, the remainder of the loan would be forgiven. *Please note: As of Wednesday, April 8th, staff had reached out to all 21 locally owned small business restaurants and 12 small business retailers. Staff will continue to make calls and follow up with small businesses in city limits that would be eligible for the forgivable loan.

In addition to the forgivable microloan program, the La Grange EDC has designated $10,500 to their Utilities Grant Fund to assist locally-owned independent restaurants within the City limits of La Grange with a grant of $500 each to help cover the cost of utility bills. Applications for both of these programs can be found on the La Grange EDC's website, www.lagrangecd.com. *Please note: As of Wednesday, April 8th, staff had reached out to all 21 locally owned small business restaurants. Staff is working with business owners to complete the paperwork and is hoping to begin processing payments by April 15th.
Along with these programs, the La Grange EDC will make a $10,000 donation to the Texas Restaurant Relief Fund. The Texas Restaurant Association established this fund to provide restaurants that have been affected by COVID-19 a grant of up to $5,000 to be able to continue operations and pay employees. The Texas Restaurant Association is currently raising funds to be able to supply the grants and have temporarily suspended new applications until additional funds are raised. Six (6) La Grange businesses were able to apply for the grant and four (4) La Grange businesses are waiting to apply once the suspension is lifted.

To help raise additional funds for the Texas Restaurant Relief Fund, the City of La Grange’s Office of Community Development is accepting donations from individuals and organizations for the fund. Checks should be made out to: Texas Restaurant Relief Fund with La Grange in the memo line and mailed to the Office of Community Development, City Hall, 155 E. Colorado St., La Grange, TX 78945. The office will mail all of the checks to the Texas Restaurant Association to be credited to assist La Grange restaurants. Staff is hoping that an additional $10,000 will be raised through these efforts.

Attachments:

1. COVID-19 Micro Loan Program Application
2. COVID-19 Utility Grant Application
La Grange COVID-19 Emergency Forgivable Microloan Fund Application

Applicant Information

Welcome to the application process for the La Grange EDC COVID-19 Emergency Forgivable Microloan Fund. As La Grange small businesses continue to suffer financial fallout due to the coronavirus pandemic, the City of La Grange's Economic Development Corporation (EDC) has approved this funding to provide some financial relief while you consider long-term options. This can serve as a bridge to additional funding you may receive in the future from the Small Business Administration as well as other grant opportunities.

The EDC has designated $100,000 to an emergency forgivable microloan fund. These forgivable microloans will be underwritten, approved, and services by BCL of Texas and can be used to cover rent, utilities, payroll and/or other operating expenses.

Who is eligible to apply?

Locally-owned, independent businesses with fewer than 50 employees that have been ordered to change their services due to the coronavirus are eligible. The business must rent or own space in a commercial storefront in the City limits of La Grange. Home-based businesses are not eligible.

What is the maximum funding request and is the loan forgivable?

These forgivable microloans will be up to $2,500 for each business. Following the three (3) month payment deferment period, loan recipients would pay a monthly payment on the loan for three (3) months. After the initial six (6) months, the remainder of the loan would be forgiven.

What can the microloan be used for?

The La Grange EDC COVID-19 Emergency Forgivable Microloan Fund will provide financial assistance to businesses for one or more of the following purposes:

- Business lease or mortgage payments
- Utility payments
• Payroll for employees still employed and working at the business
• Critical business operations (raw materials, marketing expenses, etc...)
• Other business needs as approved

How do businesses demonstrate financial impact?

Applicants will be asked to demonstrate how the business has been negatively impacted. Applicants will need to list specific bill amounts and provide documentation of those business expenses by providing the invoice or bill. In addition, all businesses applying for funding must submit a current balance sheet.

How will funds be received?

Once a business has been approved for the forgivable loan by BCL of Texas, the La Grange EDC staff will process the request and mail a check to the recipient. This process could take between 2 – 4 weeks.

Application Process

Simply fill out the requested information in this form. Remember you must submit an interim financial statement along with your application.

The application and required attachments must be submitted to BCL of Texas, c/o Rosa Rios Valdez by email at rrriosval@bcloftexas.org or by mail to:

BCL of Texas
Attn: Rosa Rios Valdez
1011 San Jacinto, Suite 500
Austin, Texas 78704

Applications will be accepted beginning Monday, April 20, 2020 until funds are depleted.

Future funding application periods will be announced in succession as new funding becomes available.

Please note: All approved applicants must complete business growth counseling with BCL of Texas.
La Grange Economic Development Corporation
Ask for a Loan Officer
Phone: (512) 912-9884
Toll-Free: (888) 718-0130

La Grange COVID-19 Emergency Forgivable Microloan Fund Application

Business Information

Business Name ____________________________

Address ____________________________ City ____________________________ State __________ Zip __________

Business Email ____________________________ Business Phone ( ) ____________________________

Business Contact:

Name ____________________________ Phone ( ) ____________________________ Fax ( ) ____________________________

Type of Business ____________________________ Date Established ____________________________

Type of Entity (check one): □ Proprietorship □ Partnership □ Corporation □ LLC

Is this the only place of business? □ Yes □ No

If not, please list all business names, locations, addresses:

________________________________________

________________________________________

________________________________________

Is the business a franchise? □ Yes □ No

Business Ownership

Name ____________________________ Title ____________________________ % of Ownership __________________

Name ____________________________ Title ____________________________ % of Ownership __________________

Name ____________________________ Title ____________________________ % of Ownership __________________

Is this a Woman-Owned Business? □ Yes □ No

Race/Ethnicity of Owner: □ Caucasian □ African-American □ Hispanic/Latino □ Asian □ Native American □ Other
Adverse Economic Impact

Please describe how COVID-19 mitigation recommendations and/or requirements have impacted your business:

_________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________

When did the impact start (FROM)? The end date (TO) is the date of application.  FROM: _____________________________ TO: _____________________________

What were your businesses' revenues during the above impacted period? _____________________________________________________________

What were your businesses' revenues during that SAME period of the prior year? ______________________________________________________

If you were not in operation during this period of 2019, please describe your economic impact and how you arrived at this number:

________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________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Checklist

**Business Information** REQUIRED

- [ ] Interim financial statement dated within the last 45 days
- [ ] Business debt schedule
- [ ] Federal tax return for 2018

**Personal Information** (for each owner of 20% or greater)

- [ ] Personal financial statement

Authorization to Release Information

I/we hereby authorize the release to BCL of Texas any information they may require at any time for any purpose related to my/our credit transactions with them.

I/we further authorize BCL of Texas to release such information to any entity they deem necessary for any purpose related to my/our credit transaction with them.

I/we hereby certify that the enclosed information, including any attachments or exhibits provided here within or at a later date, is valid and correct to the best of my/our knowledge. Inconsistent information or false information will be cause for not being eligible for Loan Fund financing.

Name of applicant(s) ____________________________________________

Signature of applicant(s) _________________________________________ Date __________________

Name of applicant(s) ____________________________________________

Signature of applicant(s) _________________________________________ Date __________________

The application and required attachments must be submitted to BCL of Texas, c/o Rosa Rios Valdez by email at rriosval@bcloftexas.org or by mail to:

BCL of Texas
Attn: Rosa Rios Valdez
1011 San Jacinto, Suite 500
Austin, Texas 78704

Staff at the La Grange EDC cannot accept loan applications and/or documentation.
La Grange COVID-19 Utility Grant

Applicant Information

Welcome to the application process for the La Grange EDC COVID-19 Utility Grant. As La Grange small businesses continue to suffer financial fallout due to the coronavirus pandemic, the City of La Grange's Economic Development Corporation (EDC) has approved this funding to provide some financial relief while you consider long-term options.

The EDC has designated $10,500 to fund a utility grant to help cover business utility costs.

Who is eligible to apply?

Locally-owned, independent restaurants within the City limits of La Grange that have been ordered to change their services due to the coronavirus are eligible.

What is the maximum funding request and what can the funding be used for?

Grants will be awarded at a maximum of $500 for each business to help cover the cost of utility bills from the City of La Grange, Fayette Electric Cooperation, CenterPoint or other utility providers.

How do businesses demonstrate financial impact?

Applicants will be asked to explain how the business has been negatively impacted. Applicants will need to provide a copy of utility bills.

How will funds be received?

Once a business has been approved for the grant, the La Grange EDC staff will process the request and mail a check to the recipient. Alternatively, you are able to give authorization to La Grange EDC to pay the utility bill directly to the City of La Grange.

Application Process

Fill out the requested information in this form. Remember you must submit a copy of your most recent utility bill along with your application.

Funding will be considered until all resources have been allocated. Applications will be accepted until funds are depleted.

Future funding application periods will be announced in succession as new funding becomes available.
La Grange Economic Development Corporation  
155 E. Colorado St  
La Grange, Texas 78945

La Grange COVID-19 Utility Grant Application

**Business Information**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Business Email</th>
<th>Business Phone ( )</th>
<th></th>
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<table>
<thead>
<tr>
<th>Business Owner:</th>
<th>Name</th>
<th>Phone ( )</th>
<th>Fax ( )</th>
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</table>

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Date Established</th>
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<tr>
<th>Type of Entity (check one):</th>
<th>☐ Proprietorship</th>
<th>☐ Partnership</th>
<th>☐ Corporation</th>
<th>☐ LLC</th>
</tr>
</thead>
</table>

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<thead>
<tr>
<th>Is this the only place of business?</th>
<th>☐ Yes</th>
<th>☐ No</th>
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</table>

If not, please list all business names, locations, addresses:

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<tr>
<th>Is the business a franchise?</th>
<th>☐ Yes</th>
<th>☐ No</th>
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**Adverse Economic Impact**

Please describe how COVID-19 mitigation recommendations and/or requirements have impacted your business:

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</table>
**Additional Economic Injury Information**

The grant funding will be used to cover utility bills from the following entities: (Attach copies of most recent utility bills)

☐ City of La Grange  ☐ Fayette Electric Cooperation  ☐ CenterPoint  ☐ Other

In addition to applying for this grant, what other emergency funding have you pursued?

☐ Federal Loan Programs including the Economic Injury Disaster Loan (EIDL), the Payroll Protection Program (PPP) loan or other SBA loan

☐ Employee Retention Tax Credit  ☐ Texas Restaurant Association Relief Fund  ☐ Grants from non-government sources  ☐ Personal Savings

☐ La Grange EDC COVID-19 Forgivable Microloan

☐ Other (please explain):

---

**Agreement/Authorization**

☐ I hereby authorize La Grange to pay my utility bill directly to the City of La Grange.

☐ I hereby certify that the enclosed information, including any attachments provided here within or at a later date, is valid and correct to the best of my knowledge. Inconsistent information or false information will be cause for not being eligible for the utility grant.

Name of applicant ____________________________

Signature of applicant ____________________________ Date ______________

The application and required attachments must be submitted to La Grange Economic Development Corporation Board, c/o Kim Newton by email at knewton@cityoflg.com or by mail to:

La Grange Economic Development Corporation

Attn: Kim Newton

155 E. Colorado Street

La Grange, Texas 78945
## Calls for Service

<table>
<thead>
<tr>
<th>Calls for Service</th>
<th>March</th>
<th>YTD</th>
<th>Violations</th>
<th>March Citations</th>
<th>YTD Citations</th>
<th>March Warnings</th>
<th>YTD Warnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALARMS</td>
<td>12</td>
<td>51</td>
<td>Alcohol/Tobacco</td>
<td>4</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>ASSAULT</td>
<td>3</td>
<td>8</td>
<td>Expired Registration</td>
<td>3</td>
<td>3</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>AGENCY ASSIST</td>
<td>10</td>
<td>25</td>
<td>Drug Related</td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>BURGLARY</td>
<td>1</td>
<td>3</td>
<td>Drivers License</td>
<td>4</td>
<td>12</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>CRIMINAL MISCHIEF</td>
<td>4</td>
<td>15</td>
<td>Equipment Violations</td>
<td>1</td>
<td>1</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>CITIZENS ASSIST</td>
<td>7</td>
<td>21</td>
<td>No Insurance</td>
<td>1</td>
<td>4</td>
<td></td>
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<tr>
<td>CPS REFERRALS</td>
<td>4</td>
<td>8</td>
<td>License Plate</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>CIVIL MATTERS</td>
<td>10</td>
<td>22</td>
<td>Minor Related</td>
<td>2</td>
<td>2</td>
<td></td>
<td>0</td>
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<tr>
<td>DISTURBANCES</td>
<td>14</td>
<td>29</td>
<td>Motor Vehicle</td>
<td>2</td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>VEHICLE BURGLARY</td>
<td>10</td>
<td>10</td>
<td>Ordinance Violations</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>FRAUD</td>
<td>2</td>
<td>10</td>
<td>Red Light/Stop Sign</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>ESCORT</td>
<td>10</td>
<td>48</td>
<td>Right of Way</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>4</td>
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<tr>
<td>HARASSMENT</td>
<td>2</td>
<td>8</td>
<td>Signal Intent/Turning</td>
<td>0</td>
<td></td>
<td></td>
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<tr>
<td>INQUEST</td>
<td>2</td>
<td>21</td>
<td>Seat Belt Violations</td>
<td>2</td>
<td>10</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>JUVENILE COMPLAINTS</td>
<td>5</td>
<td>21</td>
<td>Lane Violations</td>
<td>1</td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>MHMR</td>
<td>2</td>
<td>8</td>
<td>Lane Violations</td>
<td>1</td>
<td>5</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>SUSPICIOUS PERSON</td>
<td>13</td>
<td>27</td>
<td>Speeding</td>
<td>20</td>
<td>56</td>
<td>9</td>
<td>33</td>
</tr>
<tr>
<td>SUSPICIOUS ACTIVITY</td>
<td>11</td>
<td>41</td>
<td>PI</td>
<td>1</td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>THEFT C AND ABOVE</td>
<td>1</td>
<td>9</td>
<td>Cell Phone</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>WELFARE CONCERNS</td>
<td>6</td>
<td>30</td>
<td>Total</td>
<td>31</td>
<td>108</td>
<td>19</td>
<td>64</td>
</tr>
<tr>
<td>ABANDONED VEHICLE</td>
<td>3</td>
<td>11</td>
<td>ACCIDENTS</td>
<td>MARCH Accidents</td>
<td>YTD</td>
<td></td>
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<tr>
<td>WRECKLESS DRIVERS</td>
<td>2</td>
<td>4</td>
<td>Minor</td>
<td>12</td>
<td>28</td>
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<tr>
<td>DOC/LOUD NOISE</td>
<td>9</td>
<td>12</td>
<td>Major</td>
<td>1</td>
<td>2</td>
<td></td>
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<tr>
<td>Total</td>
<td>131</td>
<td>423</td>
<td>Total</td>
<td>13</td>
<td>30</td>
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### Animal Control

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<thead>
<tr>
<th>Animal Control</th>
<th>March</th>
<th>YTD</th>
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<tbody>
<tr>
<td>ANIMAL CONTROL</td>
<td>81</td>
<td>215</td>
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<tr>
<td>FUNERAL ESCORTS</td>
<td>3</td>
<td>39</td>
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<tr>
<td>BUSINESS CHECKS</td>
<td>93</td>
<td>329</td>
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<tr>
<td>PUBLIC RELATIONS</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>TRESPASSING</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>LITTERING</td>
<td>1</td>
<td></td>
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<tr>
<td>Total</td>
<td>186</td>
<td>610</td>
</tr>
</tbody>
</table>

### Arrests

<table>
<thead>
<tr>
<th>Crime</th>
<th>March</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driving While Intoxicated - Public Intoxication</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Driving While License Invalid with Previous Conviction-No Drivers License</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Warrants Served</td>
<td>2</td>
<td></td>
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<tr>
<td>Possession of Marijuana</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Possession of Controlled Substance</td>
<td>1</td>
<td></td>
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<tr>
<td>Total</td>
<td>3</td>
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### Criminal Investigations Division

<table>
<thead>
<tr>
<th>Division</th>
<th>March</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cases Opened</td>
<td>6</td>
<td>17</td>
</tr>
<tr>
<td>Cases Closed</td>
<td>3</td>
<td>7</td>
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<tr>
<td>Active Cases</td>
<td>15</td>
<td>41</td>
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-98-
## SALES TAX COLLECTIONS

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<tr>
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</thead>
<tbody>
<tr>
<td>OCT</td>
<td>$102,635</td>
<td>$112,415</td>
<td>$128,969</td>
<td>$96,966</td>
<td>$108,941</td>
<td>$96,285</td>
<td>$115,257</td>
<td>$120,560</td>
</tr>
<tr>
<td>NOV</td>
<td>$110,052</td>
<td>$135,735</td>
<td>$138,673</td>
<td>$124,066</td>
<td>$111,012</td>
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<td>$140,893</td>
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### Difference FY19 to 20

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<td>-25.90%</td>
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<td>$920,631</td>
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<td>$770,041</td>
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<td>74.88%</td>
<td>79.11%</td>
<td>78.70%</td>
<td>64.55%</td>
<td>62.35%</td>
<td>63.61%</td>
<td>67.90%</td>
<td>59.90%</td>
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</table>

* Includes Local Quarterly Sales Tax Payment
** Sept 2019 Monthly total includes a prior period audit adjustment. Without audit adjustment sales up 12%

@ Includes a prior period Audit adjustment of -$19,816.
# Includes a prior period Audit adjustment of -$22,405.51.
% Includes a prior period Audit adjustment of -$22,405.51.
### SALES TAX COLLECTIONS
Economic Development Corporation
April 8, 2020

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<td>$50,948.05</td>
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**Local**

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<th>Percent Increase</th>
<th>7 Year Average</th>
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<tr>
<td>@ $1,251.01</td>
<td>1.78%</td>
<td>$63,481.41</td>
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<tr>
<td>(8,894.89)</td>
<td>-14.99%</td>
<td>$54,968.68</td>
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<tr>
<td>(516.14)</td>
<td>-0.03%</td>
<td>$56,082.23</td>
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<tr>
<td>(72,242.01)</td>
<td>-9.96%</td>
<td>$71,192.81</td>
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<tr>
<td>(9,844.43)</td>
<td>-18.53%</td>
<td>$50,455.20</td>
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<tr>
<td>($17,681.08)</td>
<td>-25.90%</td>
<td>$54,475.79</td>
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<tr>
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<td>$663,985.48</td>
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<tr>
<td>$743,444.16</td>
<td>$395,461.74</td>
<td>($39,776.19)</td>
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TOTAL $875,018.82

Year to Date $368,668 $420,634 $460,255 $385,086 $385,021 $380,427 $435,238 $395,462 -9.14%

**Budget** $487,597 $526,793 $579,472 $591,061 $614,703 $598,028 $643,669 $662,979

**Percent** 75.61% 79.85% 79.43% 65.15% 62.64% 63.61% 67.62% 59.85%

*Includes Local Quarterly Sales Tax Payment
**Sept 2019 Monthly total includes a prior period audit adjustment. Without audit adjustment sales up 12%
@ Includes a prior period Audit adjustment of -$19,816.
# Includes a prior period Audit adjustment of -$22,405.51
% Includes a prior period Audit adjustment of -$22,174.74
<table>
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<tbody>
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<td>5,282,353</td>
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<td>57,178,495 25,596,805</td>
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<td>25,491,556</td>
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-0.41\%
## Water Pumped

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<td>90,770,000</td>
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<td>Per Day Avg.</td>
<td>531,097</td>
<td>434,871</td>
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<td>455,677</td>
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<td>Per Person</td>
<td>111.76</td>
<td>91.51</td>
<td>102.99</td>
<td>95.89</td>
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</table>
March 2020 Visitors Bureau Report

66 – Guests visited the Visitors Bureau
Decrease from March 2019 of 211 visitors
50 – Mail brochure requests from TourTexas.com
5,703 signed up – Visitors Bureau E-mail list

Tourism

• Personally delivered over 260 Visitors Bureau brochures, maps, event rack cards to 18 Restaurants, 32 Local Businesses, 7 Places to Stay, and 10 Tourist Attractions
• Sent 0 pieces to 13 TXDOT Centers, and 39 CVBs throughout the State
• Gift Shop Net Sales - $1,955
• Courthouse Docent – 97
• Faison Home – 2 visitors

Historic Casino Hall

• Fayette County Texas Exes – 2nd floor – March 2nd
• Agriculture Workshop – 2nd floor – March 7th

Main Street Program

• Merchant Meeting – rescheduled to June 11th
• Movie Nights on the Square – June 5, 19, and July 10th
• Art Stroll on the Square – June 13th

Economic Development

• City-wide Wayfinding Signage
• EDA Grant
• 2nd Floor Redevelopment Grant
• Small Business Growth Program
Fayette Public Library Statistics

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Library Circulation</td>
<td>2,027</td>
</tr>
<tr>
<td>Juvenile Library Circulation</td>
<td>1,436</td>
</tr>
<tr>
<td>Total Library Circulation</td>
<td>3,463</td>
</tr>
<tr>
<td>E-book Library Circulation</td>
<td>316</td>
</tr>
<tr>
<td>Reference Questions Answered</td>
<td>345</td>
</tr>
<tr>
<td>New library card Reg.</td>
<td>25</td>
</tr>
</tbody>
</table>

Archives/Museum Report/Activities

- 46 people visited the Museum and Archives before we closed to visitors on March 16th because of COVID-19. That number included visitors from Washington and New Hampshire.
- The Gift Shop collected $160.00 in sales and donations in March.
- 25 people attended Alan R. Hoffman’s program, “Lafayette and Human Rights,” in the meeting room on Thursday, March 5th.
- Archives staff watched the webinar, “Hot to Captivate, Connect, and Communicate with Your Audience During Coronavirus,” on March 25th.

Library Report/Activities

- The meeting room was reserved 24 times in March.
- There were two storytimes in March and 47 attended.
- Teen and youth cooking workshops were held March 10th and 12th and 20 attended.
- The LMA Board met on March 3rd.
- The Library, Museum & Archives closed to the public on March 16th and began providing modified services on March 19th.

Closure Statistics

- 82 patrons used curbside service and 296 items were checked out from March 19th – March 31st.
- From March 19th – March 31st staff provided reference service to 121 people over the telephone.

Future Activities

- Curbside pick-up of library materials will be offered Tuesday – Friday from 10:00am -12:30pm.
- Staff are weeding, completing inventory, answering reference questions via phone and e-mail, cataloging archive donations, and providing reader advisory services.

Items donated to Archives/Museum in March

- 3/7/2020 Wedding photograph of Alfred & Edna Lange, Edna’s wedding dress from Eva Gillespie
- 3/10/2020 The Rem Family of Fayette County from Anthony & Michelle Susberry Hill
- 3/10/2020 Dittrich/Ripper family and High Hill photographs; Dittrich brothers in WWII documents, photographs, memorabilia from Robert Dittrich
- 3/11/2020 History of the 360th US Infantry in the World War; panoramic photos from WWI and WWII, military ship photo from Diane Prause for Vyvjala family
- 3/13/2020 A Narrative of the Life of David Crockett from Bob Heinsohn
# Randolph Recreation Center -- VFW Hall -- Baseball/Softball/Soccer

## March 2020 - Activities Report

### West Gymnasium

<table>
<thead>
<tr>
<th>Date</th>
<th>Group/Organization/Program</th>
<th>Times</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Mar</td>
<td>Round Dancers - Spring Conf</td>
<td>8am-12pm</td>
<td></td>
</tr>
<tr>
<td>Mar 2-6</td>
<td>After School Program</td>
<td>3:30-5:30pm</td>
<td>avg 23 +/-</td>
</tr>
<tr>
<td>3/3/2020</td>
<td>Square Dancers</td>
<td>6:30-9:30pm</td>
<td></td>
</tr>
<tr>
<td>4-Mar</td>
<td>Second Baptist Church Youth</td>
<td>6-7:30pm</td>
<td></td>
</tr>
<tr>
<td>7-Mar</td>
<td>Private Rental - After Funeral</td>
<td>11:30-3:30pm</td>
<td></td>
</tr>
<tr>
<td>3/9/2013</td>
<td>LGISD Spring Break - Open Court</td>
<td>1:5pm</td>
<td>15-25 avg</td>
</tr>
<tr>
<td>3/23-4/3</td>
<td>Snacks served to Kiddos</td>
<td>3-4:30pm</td>
<td></td>
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</tbody>
</table>

### Building D

<table>
<thead>
<tr>
<th>Date</th>
<th>Group/Organization/Program</th>
<th>Times</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Mar</td>
<td>Round Dancers - Spring Conf</td>
<td>8am-12pm</td>
<td></td>
</tr>
<tr>
<td>3/3 &amp; 5</td>
<td>YOGA</td>
<td>8am-10am</td>
<td></td>
</tr>
<tr>
<td>4-Mar</td>
<td>ASP - Music/Choir Program</td>
<td>4-5pm</td>
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</tbody>
</table>

### Building B

<table>
<thead>
<tr>
<th>Date</th>
<th>Group/Organization/Program</th>
<th>Times</th>
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</thead>
<tbody>
<tr>
<td>4-Mar</td>
<td>LGLL - Board Mtg</td>
<td>6-8pm</td>
</tr>
<tr>
<td>3/5/2020</td>
<td>Private Rental</td>
<td>5-8pm</td>
</tr>
<tr>
<td>9-Mar</td>
<td>Independent Cattlemen's Assoc</td>
<td>6:30-9pm</td>
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</tbody>
</table>

### Building A

<table>
<thead>
<tr>
<th>Date</th>
<th>Group/Organization/Program</th>
<th>Times</th>
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</thead>
<tbody>
<tr>
<td>3/2,3,4,5</td>
<td>ESL - West Wing - G/R; OM/R; A-C/R</td>
<td>6-8pm</td>
</tr>
<tr>
<td>2-Mar</td>
<td>Quilters - East Q/R</td>
<td>9am-3:30pm</td>
</tr>
<tr>
<td>14-Mar</td>
<td>Kappa Mtg - G/A</td>
<td>9-Noon</td>
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</table>

### East Gymnasium - Gymnastics Program

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>3/2,3,4,5</td>
<td>Gymnastics - Cheer</td>
<td>4-7pm</td>
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### Baseball, Softball, & Soccer Fields

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<tbody>
<tr>
<td>3/2,3,4,5,6</td>
<td>LGLL - All Flds Practices</td>
<td>5:30-9:30pm</td>
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<tr>
<td>6-Mar</td>
<td>Adult Softball - FG Flds</td>
<td>5:30-10pm</td>
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<tr>
<td>13-Mar</td>
<td>Adult Softball - FG Flds</td>
<td>5:30-10pm</td>
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<tr>
<td>Date</td>
<td>Group/Org Group/Program</td>
<td>Times</td>
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<td>-----------</td>
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<tr>
<td>7-Mar</td>
<td>Private Rental</td>
<td>8am-Midnight</td>
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<tr>
<td>14-Mar</td>
<td>Private Rental</td>
<td>7pm-Midnight</td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-Mar</td>
<td>Seniors trip - Bob Bullock Mus -Aus</td>
<td>7:30am-4:30pm</td>
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## Monthly Building Report
Mar-20

<table>
<thead>
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<tbody>
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<td>New Commercial Construction</td>
<td>3</td>
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<td>New Residential Construction</td>
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<td>1</td>
<td>3</td>
<td>8</td>
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<tr>
<th>FY 2019-2020</th>
<th>Apr-20</th>
<th>May-20</th>
<th>Jun-20</th>
<th>Jul-20</th>
<th>Aug-20</th>
<th>Sep-20</th>
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<td>New Residential Construction</td>
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### March 2020

**Commercial Remodel**
Bluebonnet Trail

**Public Projects**
February, 2020

**OIL & GAS RECEIPTS**

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Magnolia Oil &amp; Gas Operating LLC</td>
<td>TOWN SITE #1</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TOWN SITE #2</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TOWN SITE #3</td>
<td>$</td>
</tr>
<tr>
<td>Magnolia Oil &amp; Gas Operating LLC</td>
<td>HANACEK #1</td>
<td>$</td>
</tr>
<tr>
<td>Magnolia Oil &amp; Gas Operating LLC</td>
<td>COLORADO BEND #1</td>
<td>$ 188.78</td>
</tr>
<tr>
<td></td>
<td>HOBATSCHK-VON ROSENBERG</td>
<td>$ 66.95</td>
</tr>
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</table>

**TOTAL**                                    | $ 255.73