MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: April 19, 2019

SUBJECT: City Council Meeting

Attached is your information packet for the Monday, April 22, 2019, City Council Meeting. If you have any questions about a particular item, please contact me.
NOTICE OF REGULAR MEETING
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 notice is hereby given that a Regular Meeting of the governing body of the City of La Grange, Texas, will be held on the 22nd day of April, 2019 at 6:00 P.M. in the City Hall Council Chambers at 155 E. Colorado St., La Grange, Texas.

PLEDGE OF ALLEGIANCE

INVOCATION

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.)

REGULAR AGENDA

Pg. 1  1. Report on Recreation Center and Summer Programs.
Pg. 2  2. Discuss and or Consider establishing rental policy for splash pad.
Pg. 6  3. Discuss and or Consider approval of final plat of the Hope Hill Subdivision being a 22.95-acre property owned by the La Grange Area Disaster Recovery Team located at 808 Horton.
Pg. 40 4. Discuss and or Consider approval of a Resolution authorizing submission of EDA Disaster Assistance grant and providing for grant matching funds
Pg. 44 5. Discuss and or Consider request from CenterPoint Energy Entex on proposed rate increase.
Pg. 56 6. Discuss and or Consider approval of seismic lease agreement with Seitel Data.
Pg. 60 7. Discuss and or Consider approval of a resolution changing date of May 27th City Council meeting

CITY COUNCIL COMMITTEE REPORTS

1. Airport Board
2. Senior Citizen
3. Library Board
4. Recreation Center Advisory Board
5. Tax Appraisal Board
6. Main Street Board
7. Beautification Committee
8. General Services Committee

CHIEF OF POLICE UPDATE

Review of Current issues and projects

CITY MANAGER UPDATE

Review of Current issues and projects

CITY SECRETARY

Pg. 64  Library Report

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; 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.
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, Lisa Oltmann 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 968-5805.

Posted at 10:00 A.M. on this the 19th day of April, 2019.

[Signature]

Lisa Oltmann, City Secretary
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: April 18, 2019

SUBJECT: Report on Randolph Recreation Center and summer programs

Janet Rangel, Recreation Director will appear before council to give a report on the activities taking place at the Randolph Recreation Center and summer programs.
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 18, 2019
SUBJECT: Discuss and or Consider establishing rental policy for splash pad

With the recent opening of the Splash Pad, staff has had a number of inquiries about renting the facility for private parties. Ms. Rangel has developed a rental policy that is similar to the one we utilize for the pool and a copy is attached for your information. Staff is requesting council approval to rent the splash pad and adjacent playscape for private parties from 7-9 pm on the dates outlined on the reservation form.

Attachment:
Splash-Pad Party Reservation Form
Please note that the City of La Grange Randolph Park Splash-pad is designated as a tobacco and alcohol free facility. No smoking, consuming, and/or selling of alcohol or tobacco products will be allowed on the premises.

It is hereby acknowledged that the undersigned person(s) have reserved the City of La Grange Randolph Park Splash-pad for the date and time indicated for the purpose of hosting a private party. By signing this form, the undersigned hereby agrees to the following:

1. **A deposit fee of $100 MUST be paid to reserve the date.** The deposit fee, payable by separate check, will be returned following the private party. Should there be damages to property or equipment, missing or stolen items, and/or the facilities are not properly cleaned the deposit check will be forfeit and promptly deposited, payable to the City of La Grange.
   Cancellations must be made three (3) days prior to the scheduled event date to receive a refund of the deposit.
   - Should weather close the splash-pad operations prior to the scheduled party time, the customer will have the option of a full refund or to reschedule the party. Reschedules will be based upon available dates.
   - If the scheduled party is in progress (beyond 45 minutes) and weather forces closure, no refund or reschedule will be given.
   *Weather closure will be at the discretion of the Staff person on duty*

2. The fee(s) for usage of the splash-pad for a party is **$100 per two (2) hour time frame.**

3. The City of La Grange Recreation Department will provide a Staff person for the duration of the event.

4. The Splash-pad is reserved on a first-come-first-served basis. All private parties will be held when the splash-pad is NOT utilized with other City oriented programs. The duration of parties are NOT to exceed the end time of 10 p.m.

5. The Splash-pad premises – splash-pad, playground and pool house – must be cleaned by renter at the end of the event. This will include, but is not limited to:
   - Picking-up, bagging and disposing of trash
   - Sweeping/Hosing down deck for food and drink spills
   - Returning deck furniture to original positions
   - Checking/Cleaning bathrooms as needed for unsanitary problems

6. **ALL Splash-pad Rules and Regulations shall be observed during private party reservations.**

SPLASH-PAD and Playground Park area will be limited to the following days/dates/times for reserved Private Parties during the Summer 2019:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday</td>
<td>May 17, 2019</td>
<td>7-9pm</td>
<td>Friday</td>
</tr>
<tr>
<td>Saturday</td>
<td>May 18, 2019</td>
<td>7-9pm</td>
<td>Saturday</td>
</tr>
<tr>
<td>Friday</td>
<td>May 24, 2019</td>
<td>7-9pm</td>
<td>Friday</td>
</tr>
<tr>
<td>Friday</td>
<td>May 31, 2019</td>
<td>7-9pm</td>
<td>Saturday</td>
</tr>
<tr>
<td>Friday</td>
<td>June 7, 2019</td>
<td>7-9pm</td>
<td>Friday</td>
</tr>
<tr>
<td>Friday</td>
<td>June 14, 2019</td>
<td>7-9pm</td>
<td>Saturday</td>
</tr>
<tr>
<td>Saturday</td>
<td>June 15, 2019</td>
<td>7-9pm</td>
<td>Friday</td>
</tr>
<tr>
<td>Friday</td>
<td>June 21, 2019</td>
<td>7-9pm</td>
<td>Saturday</td>
</tr>
<tr>
<td>Saturday</td>
<td>June 22, 2019</td>
<td>7-9pm</td>
<td>Friday</td>
</tr>
<tr>
<td>Friday</td>
<td>June 28, 2019</td>
<td>7-9pm</td>
<td>Saturday</td>
</tr>
<tr>
<td>Saturday</td>
<td>June 29, 2019</td>
<td>7-9pm</td>
<td>Saturday</td>
</tr>
</tbody>
</table>

-3-
2019 SPLASH-PAD & PARK AREA RESERVATION

Renter’s Name: ________________________________
Mailing Address: ________________________________ City/State/Zip: ___________________________
Day Phone: __________________________ Evening Phone: __________________________ Cell: __________________________
Organization (IF applicable): ______________________________

Rental Day/Date: ______________ Begin Time: _____ am/pm End Time: _____ am/pm

I have read and agree to abide by the City of La Grange Splash-pad rules and regulations as stipulated above.

Renter’s Signature __________________________ Date ______________

--------------------------------------------------
Staff use Only

Rental Day/Date: ______________ Begin Time: _____ am/pm End Time: _____ am/pm
Deposit Amount: $____ Date of Receipt: ______________ Check/MO __________ Initials __________
Rental Fee Due: $____ Date of Receipt: ______________ Check/Cash/MO __________ Initials __________

Renter’s Arrival Time: ______________ Renter’s Departure Time: ______________

Clean-Up Checklist and Comments:

______________________________________________________________________________

______________________________________________________________________________
1. PROPER SWIM ATTIRE IS REQUESTED FOR SPLASH-PAD AREA

2. NO ONE ALLOWED ON SPLASH-PAD WITH OPEN SORES OR CUTS

3. CHILDREN IN DIAPERS MUST WEAR SWIM DIAPERS/PLASTIC COVERED SHORTS WHILE ON THE SPLASH-PAD

4. NO PUSHING OR HORSEPLAY WHILE ON THE SPLASH-PAD DECK

5. NO CLIMBING ON THE SPLASH-PAD APPARATUS

6. FOOD AND DRINK ALLOWED IN PAVILION AREA ONLY

7. NO GLASS CONTAINERS ALLOWED IN PARK & SPLASH-PAD AREA

8. NO ALCOHOL OR NICOTINE PRODUCTS ALLOWED INSIDE PARK AREA

9. NO GUM ALLOWED ON SPLASH-PAD and PLAYGROUND AREA

10. NO ABUSIVE OR RUDE LANGUAGE AND/OR BEHAVIOR ALLOWED

11. CITY OF LA GRANGE RECREATION STAFF HAVE THE AUTHORITY TO EXPEL AND/OR BAN PATRONS FROM THE PLAYGROUND and SPLASH-PAD AREA

12. DO NOT INGEST/DRINK SPLASH-PAD WATER – it is chemically treated

13. WHEN FACILITY (PLAY & SPLASH-PAD) IS RENTED FOR A PRIVATE PARTY, ONLY THOSE WITH INVITATIONS WILL BE ALLOWED TO ENTER
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: April 18, 2019

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 from BEFCO Engineering who developed the final plat for 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. Aerial of the View Subdivision
3. Final Platting Requirements
4. Escrow Agreement - Draft
5. Subdivision Development Agreement - Draft
7. Dedication and Ownership Certificate
8. Hope Hill Deed Restrictions
9. Indemnity Statement
10. Tax Certification
11. Plat Application Waiver
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 January 25th. The plat was provided ten days prior to the April 22nd 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: Staff has developed an Escrow Agreement that will executed prior to the issuance of a permit to begin construction. Staff has also developed a Subdivision Development Agreement that will be executes at which time the construction permit is issues.

(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: A Performance Bond instrument is included.

(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)
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.
 ESCROW AGREEMENT

THE STATE OF TEXAS

COUNTY OF FAYETTE

WHEREAS, hereafter referred to as “Developer,” has undertaken to subdivide and develop property within the City of La Grange, Texas, such subdivision to be known as Hope Hill and

WHEREAS, Developer has, pursuant to the ordinance of the City of La Grange, Texas, hereafter referred to as “City,” executed Subdivision Development Agreement to insure that any and all streets, water and sewer lines, drainage facilities or other required subdivision improvements, hereafter referred to as “Improvements,” are constructed and completed in accordance with the specifications, standards and ordinances of the City; and

WHEREAS, Developer wishes receive final plat approval for said property prior to the completion and approval or acceptance of the Improvements by the City; and

WHEREAS, Developer desires, in lieu of posting a performance 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 ____________________________, hereafter called “Escrow Agent,” agree as follows:

1. **Amount.** Developer, as a condition to receiving final plat approval for said property shall deposit the sum of $______________, in cash money, with Escrow Agent, said sum being in an amount, as determined by the City, necessary to insure certain Subdivision Development Agreement dated the____day of__, 2019, between the City and Developer, a copy of which is attached hereto for reference as Attachment 1.

2. **Notice of Deposit.** No final plat approval shall be given by City for the property herein described until Escrow Agent notifies City, in writing, that cash money, in the amount specified herein, has been deposited in an escrow account with Escrow Agent.

3. **Release of Funds.** Developer may, from time to time, apply to Escrow Agent for the release of the escrowed funds to be used for the purposes of paying the costs of constructing the required subdivision improvements. Any and all such releases of the escrowed funds shall conform to the following requirements.
a. Not more than one draw request 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 the escrowed funds shall be accompanied by Escrow Agreement 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 escrowed funds shall be delivered to the City Manager for the City of La Grange at least ten (10) days prior to the release of 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 such notification has occurred.

d. The Escrow Agent shall not release any funds until after receipt of a written authorization from the City Manager. This authorization 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 Director. The objection of the Director 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, such funds to be held to secure the Developer’s obligation to City to warrant the required subdivision improvements for a one-year period following completion. No portion of the retained funds shall be released 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 Director’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. *Fees.* Developer agrees to pay any and all fees or costs charged by the Escrow Agent in connection with this Agreement.

7. *Nonliability 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 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 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), 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. *Successors and Assigns.* This agreement shall be binding upon the successors and
Assigns of the parties hereto.

9. **Venue.** The parties hereto agree that if any legal action is necessary in connection with this agreement, exclusive venue shall lie in FAYETTE County, Texas.

IN WITNESS WHEREOF, the said City, Developer, and Escrow Agent have signed this instrument this_____day of____________________, 20__.

CITY OF LA GRANGE, TEXAS

By:__________________________
   Shawn Raborn, City Manager

DEVELOPER

By:__________________________

ESCROW AGENT

By:__________________________
SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and effective this ___ day of __________, 20__ by and between the City of La Grange, Texas (hereinafter referred to as the "CITY"), and _, (hereinafter referred to as the "DEVELOPER"), for the installation of certain required subdivision improvements for the subdivision known as ___________________________ (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 ____________________________, final approval of which subdivision application is now pending before the CITY COUNCIL. 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’s City Manager.

The approved engineer’s estimate lists the construction cost of all required subdivision improvements as $______________

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 $______________.

B. Within 24 months of the date upon which the City shall grant final plat approval, the DEVELOPER shall construct (or cause to be constructed) all of the required improvements described in Section II, such required improvements to be constructed 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 approved engineer’s estimate, which is $______________.
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. It is further agreed that the CITY may assign its right to draft such financial guarantee and receive such funds to a bona fide association of property owners within the subdivision to be used by such association for the purpose of completing 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. It is further agreed that the CITY may assign its right to draft such financial guarantee and receive such funds to a bona fide association of property owners within the subdivision to be used by such association for the purpose of completing 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
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. It is further agreed that CITY may assign its right to draft such financial guarantee and receive such funds to a bona fide association of property owners within the subdivision to be used by such association for the purposes of completing 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. The reduced guarantee shall be in substantially the form attached hereto as Exhibit A and shall secure DEVELOPER'S guarantee against material defects in materials or workmanship for a period of one (1) year following completion of the improvements. 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. Street lights.

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.
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.
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: ________________________________________________

BY:
Name Printed: _____________________________________________
Title: ____________________________________________________

CITY OF LA GRANGE, TEXAS

BY: _______________________________________________________
City Manager
City of La Grange

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF FAYETTE §

This instrument was acknowledged before me on the ______ day of __________, 20__, by _______________, the ________________, of _______________, a ________________________, as its authorized act and deed.

________________________________________________________________________
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF FAYETTE §

This instrument was acknowledged before me on the _______ day of __________, 20__, by ___________________________, the City Manager, of the City of La Grange.

________________________________________________________________________
Notary Public, State of Texas

After recording return to:
City Secretary
155 E Colorado
La Grange, Texas 78945
SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, ________________________________, as Principal(s) and ________________________________, as a Corporation authorized to do business in the State of Texas, and having an office and place of business in Texas at ________________________________, as Surety, are held and firmly bound unto the CITY OF LA GRANGE, TEXAS, as Obligee, in the sum of ________________________________ DOLLARS ($______________), lawful money of the United States, for the payment whereof to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents:

WHEREAS, Principal has made application to the Obligee for final plat approval of a subdivision shown on Plat entitled “__________________________” filed with the City Manager of the City of La Grange, Texas, approval of said final plat being subject to certain conditions, one of which is that a performance bond be filed with the Obligee in an amount sufficient to guarantee the construction and maintenance of certain improvements required in said subdivision as provided by the ordinances and regulations of the City of La Grange, Texas;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above named Principal shall within two (2) years from the date hereof (time may be extended only by the City Council of the City of La Grange, Texas) construct the required improvements in said subdivision in accordance with the ordinances and regulations of the City of La Grange, Texas and shall thereafter correct any defects which occur within a one-year period following the completion of all required improvements, then this obligation to be void; otherwise to remain in full force and effect.

It is hereby understood and agreed that in the event that any required improvements have not been installed as provided by the ordinance and regulations of the City of La Grange, or if Principal shall fail to correct any defects in the required improvements as required by such ordinances and regulations, then the City Council of the City of La Grange, Texas may thereupon declare this bond to be in default and collect the sum remaining payable thereunder and upon receipt of the proceeds thereof, the Obligee may install or repair such improvements as are covered by this bond.
SIGNED, this____day of________________, 20___.

Principal

Address:

________________________

________________________

SURETY:

BY:______________________
Attorney in Fact for Surety

Address:

________________________

________________________

APPROVED this____day of________________, 20___.

______________________________________
City Manager, City of La Grange
Dedication and Ownership Certificate

Ownership and Dedication Certificate for Hope Hill Subdivision

I (We) certify that I am (We are) the owner(s) of the property described hereon, which property is located within the subdivision regulation jurisdiction of the City of La Grange, Fayette County, that I (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 I (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.

Owner

Date

And:

STATE OF TEXAS: COUNTY OF FAYETTE

I, Marsha Ryle, a Notary Public for said County and State, do hereby certify that

E. Jay Cameron personally appeared before me this day and acknowledged the due

execution of the foregoing instrument. Witness my hand and official seal, this the 17

May of April 2019.

Notary

My commission expires

11-24-19, 2019
HOMEOWNERS' DEED RESTRICTIONS
HOPE HILL SUBDIVISION
A SUBDIVISION IN LA GRANGE, TEXAS

FCDRT: FAYETTE COUNTY DISASTER RECOVERY TEAM (aka: LGADRT) This organization is a 501(c)3 corporation for the purpose of assisting individuals and families with recovery from natural or man-made disasters in the area of La Grange, Texas. It is the Developer of the Hope Hill Subdivision and has authority and responsibility for development of properties in keeping with ordinances of the City of La Grange.

ARCHITECTURAL CONTROL COMMITTEE (ACC): The ACC is the creation of the FCDRT for the purposes of setting and maintaining architectural control over buildings in the Hope Hill Subdivision in compliance with the Homeowners’ Deed Restrictions. Interpretations of restrictions regarding roofing, paint, trim, special features, and such shall be the responsibility of the ACC. It is responsible for the code and restrictions compliance for all structural installations. These include, but are not limited to, new construction, fence construction, painting, quality of workmanship and materials, harmony of external design with existing structures and as to building, infrastructure, and facility location with respect to topography and finish grade elevation.

Definitions:

The following words shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning, and words and phrases not expressly defined in this section are to be determined in accordance with customary usage in municipal planning and engineering practices:

Properties shall mean and refer to Hope Hill Subdivision, as shown by the plat thereof recorded in the Map or Plat Records of La Grange, Texas and/or Fayette County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Lot and/or Lots shall mean and refer to the lots shown upon the Subdivision Plats.

Single family permanent dwelling: A stand-alone residential unit, free-standing living unit, permanent residential building, single dwelling unit.

Multi-family permanent dwelling: Dwelling that consists of two or more permanent residential units on the same lot. Such dwellings are typically adjacent or contiguous to one another but which have separate water, electrical, and sewer system connections/meters.
Setbacks: Building setback lines for residential construction shall be a minimum of twenty (20) feet from the street to the front of residential buildings and no building shall be placed closer than five (5) feet from the side and rear property lines on residential lots.

Building setback line. A line beyond which buildings must be set back from the street lines.

Plat. The map, drawing or chart on which a subdivider's plan of subdivision is presented and which is submitted for approval and intends to record in final form.

Replatting. The subdivision of any part of a block of previously platted subdivision, addition or any tract or parcel of land that does not change the location of any street line or original subdivision boundary line.

Streets. A way for vehicular traffic, whether designated as a street, or however otherwise designated. Subdivision streets are those streets which are used primarily for access to the abutting residential properties and which are intended to serve traffic within a limited residential district.

Street width. The shortest [distance] between the lines which delineate the right-of-way of the street.

Subdivider and/or developer. Any person who does, or participates in the doing of, any act toward the subdivision of land.

Subdivision. The division of a parcel of land into two (2) or more lots or parcels for the purpose of transfer of the ownership or building development, or, if a new street is involved, any division of a parcel of land; provided that a division of land for agricultural purposes into lots or parcels of five (5) acres or more and not involving a new street shall not be deemed a subdivision. The term includes resubdivision, and when appropriate to the context, shall relate to the process of subdivision or to the land subdivided.

Utility easements: Easements are a right given to an entity other than the lot owner so that said entity can provide, by having access to the easement, electrical, water, sewage, and telecommunications service.

Facing of residences. All residences shall face on a street from which vehicular access is obtained.

1.0: Hope Hill Property Owners Association, Homeowners' Association (AKA: Association or HOA)
1.1: Creation: Hope Hill Home Owners Association (HOA) shall be created and the owner or owners of each platted tract within Hope Hill Subdivision shall be entitled to one voting membership in said Association. Since no Property Owners will be in place, other than FCDRT: FAYETTE COUNTY DISASTER RECOVERY TEAM (aka: LGADRT), at the time when this Association forms, the Board Members of the Team shall serve as Association Board officers until they are replaced by appointment or election by homeowners. The HOA Board shall consist of seven (7) members who are responsible for administering the restrictions, collecting HOA dues, and overseeing the maintenance of the subdivision. At least one FCDRT Board member shall be a member of the HOA for as long as the FCDRT has responsibility for the development and maintenance of the Subdivision. Annual elections shall be held to select the permanent members of the Association.

1.2: Officers and Duties: The HOA Board shall elect a president, vice president, secretary, treasurer, and compliance officer to oversee the enforcement of these restrictions in conjunction with the Architectural Control Committee.

1.3: The Association Board shall develop bylaws, conduct elections, meet regularly, and perform such tasks and duties as are required to enforce these Restrictions, in coordination with the City of La Grange.

1.4: Purpose: The purpose of said Association shall be for upkeep, promotion and maintenance of Hope Hill. It may promulgate rules from time to time for the betterment of the community and establish a dues structure.

1.5: The Association shall oversee and conduct maintenance of the Restrictions and their implementation. To that end, the Restrictions may be amended in an open process that includes a majority vote to change any restriction. Owner or owners of each lot shall have one vote on each proposed amendment.

1.6: The Association shall oversee and conduct maintenance of common property within the Subdivision.

1.7: Each occupied lot shall be assessed an annual fee of $50.00 to be paid by January 31 of each year of ownership.

1.8: All fees established by the Association shall be secured by a maintenance lien which is hereby reserved against each and every tract in Hope Hill; provided however that said lien for the maintenance of the property shall be and remain inferior and subordinate to any liens created for the purchase of the subject property and any renewals thereof. The Association may not impose fees against tracts within Hope Hill until the FCDRT has sold the subject property and said fee shall cease upon all lots which are subsequently either foreclosed by lender or canceled under a contract for deed until such time as a purchaser other than a lender or developer shall repurchase the subject
property. The maintenance lien fee shall be enforced in the same manner as provided in the statues of the State of Texas for the enforcement of a Mechanics Lien.

1.9: All plans for buildings and building sites must be submitted to Fayette County Disaster Recovery Team or the Architectural Control Committee of Hope Hill, composed of at least three members of the HOA, when formed, and a member of FCDRT, for written approval before construction can commence. If the ACC does not respond within sixty (60) days after noted submission, the proposed plans are to be considered approved.

1.10: These restrictions shall be effective until twenty (20) years from the date of recording in Fayette County, Texas, and shall be reviewed by the HOA and ACC and extended for successive periods of ten (10) years each; provided, however, that owners of sixty six percent (66%) majority of the tracts described above may release all of the tracts from any one or more of said restrictions, or may release any one tract from any restriction imposed hereby, on either twenty (20) years from the date of recording or at the end of any successive ten (10) year period thereafter, by exciting and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same record in the office of the County Clerk of Fayette County, Texas, and/or the City of La Grange and at any time prior to the twenty (20) years from the date of recording or at any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter, provided, however that the owners of seventy-five percent (75%) of tracts may release any tract from any restriction or restrictions at any time.

1.11: The recorded owner of each tract, whether or not in possession, and each occupant of the tract, whether or not a record owner, are bound by these covenants and restrictions, and are jointly responsible for compliance with these covenants and restrictions by themselves and the others.

1.12: The recorded owner shall fully inform the tenant or other non-owner occupant of these covenants and restrictions, and of the obligation to comply with them.

1.13: Each owner waives notice of non-compliance with these covenants and restrictions.

1.14: The undersigned, or any owner, shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed by the provisions of these deed restrictions. Failure by the Homeowners Association, ACC, or by any owner, to enforce any covenant or restriction herein shall in no way be deemed a waiver of the right and responsibility to do so thereafter.

1.15: The further subdividing of any platted lot is prohibited except through the process specified above.
1.16: Invalidation if any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which will remain in full force and effect.

1.17: ARCHITECTURAL APPROVAL. No building or other improvements shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and compliance with general restrictions.

2.0: Construction and Restricted Use:

2.1: All tracts shall be exclusively for residential purposes, and no commercial or non-profit (not-for-profit) purposes shall be allowed that require signage on the property, require persons coming to the property for such purposes, and require or generate traffic beyond the normal single-family routine. Limited business activities are allowed such as telecommuting, maintaining an office at home, Avon, Mary Kay, etc. Just be sure that your activities don’t expand or evolve into a commercial enterprise.

2.2: One tract/lot is reserved for multi-family dwelling, as specified on the plat (lot 33, Senior Living Area). Such dwelling shall be one-story, bungalow style or shared wall design, such as apartments or townhouses. No more than five (5) dwelling units will be allowed, and covered parking shall be included. Deed restrictions specified herein shall apply to this type of dwelling.

2.3: Except for lot 33, specified in 2.2, only one (1) single family permanent dwelling may be erected in each platted tract/lot. Each home must be built on site. Living space additions may be added with approval of the HOA.

2.4: No buildings shall be erected, altered or permitted to remain on any lot other than one (1) single family residential dwelling and approved accessory buildings as specified in these restrictions.

2.5: No buildings, whether primary or accessory, may be higher than one story.

2.6: All buildings must be neat in appearance and must be placed within building setbacks from the property lines.

2.7: No mobile home, modular home or other prefabricated home shall be permitted as a single-family dwelling on any tract.

2.8: In addition to one (1) residential dwelling, owners of each lot may add the usual deck, porch, garage/carport and one (1) utility/accessory building. Owners may erect
equipment for children’s recreation. Such equipment shall not be permanent and no higher than twelve (12) feet. After the construction of a residence, there also may be constructed greenhouses, coops, hutches, and other outbuilding [such as a storage shed, dog house, etc.], so long as each is of neat appearance and sturdy construction. [The operative word here is “after.” You cannot build or place other structures (including portable structures) on your lot until after the construction of the residence.

2.9: All houses, or any other improvements on these tracts, are to be completed within one (1) year from the start of construction.

2.10: Any residential building constructed on a lot must have a ground floor area of not less that 800 square feet, exclusive of open or screened porches, decks, terraces, patios, driveways, or carport/garage.

2.11: All dwellings shall be built with an exterior of concrete plank material (Hardi-plank; Hardi-board or generic equivalent) and weather resistant wood trim such as cedar or fir. Brick or stone veneer may be added as accent.

2.12: All buildings and structures on these tracts shall be new construction and architecturally in harmony with the residential buildings on adjacent tracts.

2.13: No unpainted sheet metal or fiberglass structures shall be placed on any tract for use as an accessory building.

2.14: No tent, trailer house, mobile home, motor home, or temporary living structure of any character may be placed, constructed, or maintained on any tract. Tents may be erected as temporary places for children’s play.

2.15: All accessory buildings including detached garages, workshops, and sheds may be constructed only after obtaining written approval from the ACC. These buildings must be of good construction, kept in good repair and not used for residential purposes.

2.16: Accessory buildings may not be constructed on a tract before the construction of the residence on that tract has begun.

2.17: Accessory buildings shall be one story only and not be higher that 12 feet at the highest point.

2.18: Wood shingle shall not be allowed. Roofing shall consist of composition shingles or metal. Composition shingles shall be algae resistant, rated at least 100 MPH wind speed, 25-year warranty, and of brown, tan, or gray color. Metal roofing shall be V-groove or classic rib steel (galvalume) design, and not be corrugated, with a 25-year warranty.

2.19: Professionally installed solar panels shall be allowed.
2.20: No trees shall be planted and no buildings shall be constructed in any easement area.

2.21: Landscaping, plantings, planters, bushes, and trees shall be allowed, including in the front yard, but these must be kept neat, watered, and properly trimmed.

2.22: Construction of driveways shall be of a material no less permanent that the access street and shall be a minimum width of nine (9’) feet.

2.23: No residence shall be occupied until water service is connected and an approved private sewage is installed. Lot owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property.

2.24: All structures must be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision, and is approved by the ACC.

2.25: Any residence must be erected upon a concrete slab foundation or approved pier and beam construction. Residences built on pier and beam must be neatly skirted.

2.26: Neither developer, builder nor any utility company serving the subdivision and using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers, or other property of the Owner situated on the land covered by said easements.

2.27: Immediately after construction of any structure, all refuse must be removed from that lot, and all leftover materials must be removed or properly stored. Do not allow waste concrete or other refuse to be illegally dumped on the roadsides or other lots.

2.28: No water well may be drilled on any lot.

2.29: No oil or gas well may be drilled on any lot.

2.30: No septic system may be allowed on any lot.

3.0: Maintenance of Property

3.1: All tracts shall be kept neat in appearance as deemed by the Association and ACC. The owners or occupants of all lots shall at all times keep all weeds and grass therein cut in a sanitary, healthful and attractive manner and shall not use a lot for
storage of materials and equipment except for normal residential use. Grass and weeds shall not be allowed to reach twelve (12) inches height. All structures and lots shall be kept in good repair and properly maintained.

3.2: Above ground pools shall be properly maintained for safety. They will be allowed only within the fenced part of each lot. Gates to the lot shall be maintained and secured to prevent unsupervised access to pools.

3.3: No trash or other type of waste will be permitted to be placed in the lake.

3.4: No campers, boats or recreational vehicles including motor homes shall be stored on the tracts unless they are enclosed in an approved building.

3.5: Parking of boats or trailers, or recreational vehicles on the street, in excess of 48 hours, is strictly prohibited.

3.6: There shall be no parking of any tandem axel vehicles or what is commonly referred to as bob-tail trailers or semi-trucks and trailers except for those used in the development or construction of said property.

3.7: Fayette County Disaster Recovery Team (FCDRT), ACC, HOA, or its assigns, reserve the right to enter any vacant or unattached tract for the purpose of improving its general appearance, mowing, removal of trash, or other items without being classified as a trespasser or being liable for damages to the property owner. Violations of any restriction, condition, or covenant herein shall give FCDRT, ACC, or HOA the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

4.0 Additional Restrictions as to Construction and Use

4.1: No excavation of any materials, other than for landscaping, construction of buildings, and driveways on the said tract will be permitted without written consent of the ACC.

4.2: Use of a watercraft on the lake shall be restricted to non-motorized vessels. There shall not be any jet skis, house boats, or ski boats used on the lake.

4.3: Each household shall be limited to no more than three dogs, three cats, six chickens, or six rabbits. Chickens and rabbits shall be housed in proper cages or coops. Other pets shall be allowed only if they are kept in the primary residence. Dogs must not be permanently tethered, or denied humane shelter. Household pets will be allowed
with special provisions for their safety, hygiene, and control. The operative phrase here is “household pets,” meaning pets that are commonly kept in the house such as gerbils, hamsters, guinea pigs, parakeets, parrots, finches, snakes, and lizards. Barnyard animals are not household pets.]

4.4: There shall be no commercial breeding or boarding/kenneling of pets or animals, for hobby or profit, in the Hope Hill Subdivision. There shall be no livestock, including but not limited to horses, donkeys, mules, alpacas, llamas, guinea fowl, peacocks, emus, ostriches, goats, sheep, and swine, domestic ducks, geese, and turkeys permitted at any time.

4.5: Signage shall be temporary, except that “welcome” signs may be allowed if attached to the primary building.

4.6: Yard sale signs and garage sale signs shall not be permitted before 5:00 PM on Friday or after 5:00 on Sunday.

4.7: Yard and garage sales shall not occur more frequently than once per month.

4.8: Signs may be displayed in any tract in the event of property sale. There may be only one (1) “For Sale” sign per tract, and the sign may not be more than four (4) square feet in size. Written permission must be obtained from the ACC for a “For Sale” sign to be in place for more than three (3) months. Sale advertising devices such as streamers, ribbons, balloons, flashing lights, electronic variable message signs, and such may not be used for residential property sale purposes.

4.9: Political signs, including those supporting candidates, propositions, or parties, shall be allowed. These are restricted in the following way: One (1) sign per candidate, issue, or proposition, allowed to be placed in the front yard, limited to three (3) square feet in size, mounted on temporary wire or wood stakes, allowed 60 days before the election, and no longer than three (3) days after said election.

4.10: Antennae: No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any lot, houses, or buildings. Television antennae may be attached to the house provided such antenna must be located to the rear of the roof ridge line or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the lot, or shall be erected on a wooden pole.

4.11: No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road, except that any new building materials used in the construction of improvements erected upon any lot may be placed upon such Lot at the
time construction is commenced and may be maintained thereon for a reasonable time but no more than one year, as long as the construction progresses without undue delay, until the completion of the improvements, after which those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. [Examples of materials include: stone, brick, lumber, tile, concrete blocks, shingles, pipes, metal, fencing materials, etc. Unless you are currently engaged in a construction project progressing without undue delay, all materials, pallets, and storage racks must be kept within a suitable enclosure (such as a fully-enclosed shed or privacy fence) to completely shield them from view from the streets and surrounding lots.]

4.12: Flags, banners, and yard posters for local schools and teams, collegiate institutions, and professional teams may be displayed. Flags and banners should be attached to the residential structure and maintained neatly and in good repair.

All of the restrictions, covenants and easements herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot shall have the right to either prevent a breach of any such restriction or covenant or to enforce the performance thereof.

No restriction herein stated may be interpreted to be at variance with and must conform to La Grange Code of Ordinances.

The undersigned, for designated property agrees to the restrictions herein stated.

PLEASE PRINT AND PROVIDE ALL REQUESTED INFORMATION

PROPERTY ADDRESS:

PROPERTY OWNER(S): Name(s):

Mailing Address:

Phones: __________________________ __________________________ ________________

I __________________________ owner/representative of property on Lot __ (at __________________________ street address) of the Hope Hill Subdivision do hereby acknowledge that I have read, understand, and agree to the restrictions specified above.
INDEMNITY STATEMENT

WHEREAS, Fayette County Disaster Recovery Team 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, Fayette County Disaster Recovery Team 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.

This 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 the Fayette County Disaster Recovery Team.

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

Signed, Sealed and Delivered

This 17th day of April, 2019 in the presence of:

[Signatures]

Witness

Commission Expires: 11/24/19

Owner/Developer

Notary Public
FAYETTE COUNTY APPRAISAL DISTRICT
PO BOX 836
111 SOUTH VAIL ST
LA GRANGE, TX  78945-0836

PAID BY:

JOY CAMERON

<table>
<thead>
<tr>
<th>Property ID</th>
<th>Geo</th>
<th>Legal Acres</th>
<th>Owner Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>98445</td>
<td>40-0071-3850000-010</td>
<td>20.4500</td>
<td>LA GRANGE AREA DISASTER RECOVERY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO BOX 454</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LA GRANGE, TX  78945</td>
</tr>
</tbody>
</table>

**Legal Description**
ABS A071 MOORE J H 1/2 L0,20.45 ACRES,NO BLDGS OR M H

<table>
<thead>
<tr>
<th>Entity</th>
<th>Year</th>
<th>Rate</th>
<th>Taxable Value</th>
<th>Stmt #</th>
<th>Void</th>
<th>Original Tax</th>
<th>Discrtns</th>
<th>P&amp;l</th>
<th>Att Fees</th>
<th>Overage</th>
<th>Amount Pd</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAYETTE CO GWCD</td>
<td>2018</td>
<td>0.1050</td>
<td>1,230</td>
<td>25572</td>
<td>N</td>
<td>0.13</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.13</td>
</tr>
<tr>
<td>ROAD AND BRIDGE</td>
<td>2018</td>
<td>0.16510</td>
<td>1,230</td>
<td>25572</td>
<td>N</td>
<td>1.91</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1.91</td>
</tr>
<tr>
<td>FAYETTE COUNTY</td>
<td>2018</td>
<td>0.26890</td>
<td>1,230</td>
<td>25572</td>
<td>N</td>
<td>3.55</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>3.55</td>
</tr>
<tr>
<td>LA GRANGE ISD</td>
<td>2018</td>
<td>1.27580</td>
<td>1,230</td>
<td>25572</td>
<td>N</td>
<td>15.69</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>15.69</td>
</tr>
</tbody>
</table>

Balance Due As Of 01/23/2019: 0.00

Operator
ALS
6691 (12679 CC)

Receipt issued in Accordance with §1.075 of the Texas Property Tax Code

Type Authenticating, Inc.

Page: 1

Total Paid
21.28
FAYETTE COUNTY APPRAISAL DISTRICT
PO BOX 836
111 SOUTH VAIL ST
LA GRANGE, TX 78945-0836

PAID BY:

JOY CAMERON

<table>
<thead>
<tr>
<th>Property ID</th>
<th>Geo</th>
<th>Legal Acres</th>
<th>Owner Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>38332</td>
<td>44-0319-0030000-010</td>
<td>2.5000</td>
<td>LA GRANGE AREA DISASTER RECOVERY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO BOX 484</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LA GRANGE, TX 78945</td>
</tr>
</tbody>
</table>

HORTON HILL (4395 LOT 2 2 5 NO BLDGS OR M H

Situs
HORTON ST. LA GRANGE, 78945

<table>
<thead>
<tr>
<th>Entity</th>
<th>Year</th>
<th>Rate</th>
<th>Taxable Value</th>
<th>Stmt #</th>
<th>Void</th>
<th>Original Tax</th>
<th>Disconts</th>
<th>P&amp;I</th>
<th>Att Fees</th>
<th>Overage</th>
<th>Amount Pd</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAYETTE CO GWCD</td>
<td>2018</td>
<td>0.01050</td>
<td>24,260</td>
<td>25571</td>
<td>N</td>
<td>2.55</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.55</td>
</tr>
<tr>
<td>ROAD AND BRIDGE</td>
<td>2018</td>
<td>0.15510</td>
<td>24,260</td>
<td>25571</td>
<td>N</td>
<td>37.63</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>37.63</td>
</tr>
<tr>
<td>FAYETTE COUNTY</td>
<td>2018</td>
<td>0.28890</td>
<td>24,260</td>
<td>25571</td>
<td>N</td>
<td>70.09</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>70.09</td>
</tr>
<tr>
<td>CITY OF LA GRANGE</td>
<td>2018</td>
<td>0.20930</td>
<td>24,260</td>
<td>25571</td>
<td>N</td>
<td>50.78</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>50.78</td>
</tr>
<tr>
<td>LA GRANGE ISD</td>
<td>2018</td>
<td>1.27380</td>
<td>24,260</td>
<td>25571</td>
<td>N</td>
<td>309.51</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>309.51</td>
</tr>
</tbody>
</table>

Balance Due As Of 01/23/2019: 0.00

Operator | Batch
ALS | 8591 (12678 CC)

Receipt issued in Accordance with Sr. 1.075 of the Texas Property Tax Code

Total Paid: $470.56
WAIVER LETTER
30-Day Processing Requirement for Plats
Texas Local Government Code Section 212.009

PLAT NAME (Printed):
Hope Hill Subdivision

The Texas Municipal Government Code requires that the municipal authority responsible for approving plats must take action on a plat within thirty (30) days of the plat application being submitted. A plat is considered approved by the municipal authority unless it is disapproved within that period.

Thirty (30) days is generally not enough time for a plat to be processed by City Staff and forwarded to the appropriate governing body for approval, therefore a waiver for this section of the State Code has been provided below. The waiver shall be signed by the property owner or property owner’s agent.

If this waiver is not signed, it is likely that the plat will be forwarded to the appropriate governing body with a staff recommendation of denial within thirty (30) days of the application being accepted.

Signing of this waiver in no way slows the processing of the plat. Rather, it allows City Staff sufficient time to conduct a thorough review, time for the applicant to make revisions, and the necessary time to prepare the documents for approval by the appropriate governing body.

I hereby waive the statutory time limits in accordance with Section 212.009 of the Texas Local Government Code.

Signature of Owner / Agent
Date: 5/20/2019

Printed Name: Larry C. Jackson, President, La Grange Area Disaster Recovery Team
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 19, 2019
SUBJECT: Discuss and or Consider Resolution authorizing submission of EDA Disaster Assistance grant and providing for grant matching funds

Staff is requesting council authorization to submit an Economic Development Administration (EDA) Disaster Assistance grant application to extend waste water service out Highway 71 West approximately 3 miles. The EDA grant would pay for 80% of the cost to extend service to the area. The extension of wastewater service to this area will allow for future business expansion. Staff is working on obtaining letters of support from businesses in the area that support the extension of wastewater service.

The 71 west corridor was identified as a growth area in the city master plan. The preliminary cost estimate for the project is $3,500,000 and would require a local match of $700,000. We will provide the final cost estimate to the council at the meeting on Monday. Staff is proposing that the match funds be made available from the Capital Improvement Fund and a future request to the EDC if the grant is approved.

The extension of wastewater west is a long term investment that will allow for future economic development in an established growth corridor. We should receive notice of grant approval by the end of the year and the project would take approximately 2 years to be completed.

Attachment:
1. Resolution under consideration
2. Map of impacted area
RESOLUTION R-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGRANGE, TEXAS SUPPORTING THE CITY OF LAGRANGE SUBMISSION OF AN EDA-HURRICANE HARVEY DISASTER RECOVERY GRANT APPLICATION FOR CONSTRUCTION OF WASTEWATER LINE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Economic Development Administration, in response to Federal Emergency Declaration DR-4332 has allocated grant funds to assist with economic recovery in the federal disaster declaration area;

WHEREAS, the City of La Grange an incorporated town within Fayette County was included in the Federal Disaster Declaration (DR-4332) and is eligible to apply for allocated grant funds;

WHEREAS, the impact of Hurricane Harvey resulted in a 54’ out of bank event for the Colorado River within the City of LaGrange and caused extensive property loss and flooding; WHEREAS, the City of LaGrange is submitting a grant application for $3,500,000 to facilitate the construction of a wastewater line along West State Highway 71 from intersection of West SH 71 Bypass and 71 Business to 5680 West State Hwy 71; and

WHEREAS, the scope of the project is identified in the City’s long range Capital Improvement Plan;

WHEREAS, this project is deemed critical to the City’s infrastructure plan and is critical to the long term recovery and economic prosperity of the City of LaGrange; and

WHEREAS the City is set provide a $700,000 local match as part of the grant application, which is available, unencumbered and committed to this project.

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

Section 1. The City Council of the City of LaGrange supports the submission of an EDA Disaster Recovery grant; and

Section 2. The City Council of the City of LaGrange authorizes the City Manager to execute all necessary documentation regarding this grant; and

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.
Passed and approved by the City Council of the City of La Grange this 22\textsuperscript{nd} day of April, 2019.

________________________
John “Honza” Cernoske
Mayor Pro tem

_____________________
Lisa Oltmann
City Secretary
Wastewater Expansion

Proposed Wastewater Line Extension
EDA Grant Funding
MEMORANDUM

TO: Mayor and City Council

FROM: Shawn Raborn, City Manager

DATE: April 18, 2019

ITEM: Discuss and or Consider request from CenterPoint Energy Entex on proposed rate increase.

We have received a request from CenterPoint Energy Entex to increase the current base residential rate. Entex is proposing to increase the base residential gas rate by $2.04 per month effective May 27, 2019. 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 $19.00 to $21.04.

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. We have the opportunity to suspend the rate increase for 45 days and staff will bring back for formal action at the May 13th council meeting.

Attachments:
1. Statement of Intent to Change Rates
2. GRIP Filing FAQ’s
4. Rate Impact
5. Proposed Rate Schedule
Mayor and City Council  
City of La Grange  
La Grange, Texas

Re: CenterPoint Energy 2019 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 a CD of the electronic files, 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 regulator 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 27, 2019, 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 $37,256,789 in its South Texas Division system between October 1, 2017 and December 31, 2018, and the applicable IRA is:
<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Current Customer Charge</th>
<th>Proposed 2019 Interim Rate Adjustment</th>
<th>Adjusted Charge</th>
<th>Increase Per Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-2097-I-GRIP 2019; R-2097-U-GRIP 2019 Residential</td>
<td>$19.00 per customer per month</td>
<td>$2.04 per customer per month</td>
<td>$21.04 per customer per month</td>
<td>$2.04 per customer per month</td>
</tr>
<tr>
<td>GSS-2097-I-GRIP 2019; GSS-2097-U-GRIP 2019 General Service Small</td>
<td>$25.00 per customer per month</td>
<td>$4.16 per customer per month</td>
<td>$29.16 per customer per month</td>
<td>$4.16 per customer per month</td>
</tr>
<tr>
<td>GSLV-628-I-GRIP 2019; GSLV-628-U-GRIP 2019 General Service Large Volume</td>
<td>$99.50 per customer per month</td>
<td>$27.20 per customer per month</td>
<td>$126.70 per customer per month</td>
<td>$27.20 per customer per month</td>
</tr>
</tbody>
</table>

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 2018 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 format only on CD.

(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.

In some instances, the Company has added columns and changed formulas in the IRA forms in order to present accurate information. A list of the changes is being provided.

Please do not hesitate to contact us with any questions you may have regarding this filing.

Sincerely,

Keith L. Wall
Director of Regulatory Affairs
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 gas utility with newly invested capital not already included in existing rate base can make an initial GRIP filing but only if the 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 filed its last rate case for the South Texas Gas Division (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 made its initial GRIP filing for the South Texas Gas Division on March 28, 2019.

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 CNP 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 145,000 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:

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

- 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:

<table>
<thead>
<tr>
<th>Beeville</th>
<th>Kenedy</th>
<th>San Marcos</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eagle Lake</td>
<td>New Braunfels</td>
<td>Schertz</td>
</tr>
<tr>
<td>El Campo</td>
<td>Norheim</td>
<td>Seguin</td>
</tr>
<tr>
<td>Floresville</td>
<td>Palacios</td>
<td>Selma</td>
</tr>
<tr>
<td>Goliad</td>
<td>Pleasanton</td>
<td>Sinton</td>
</tr>
<tr>
<td>Hallettsville</td>
<td>San Diego</td>
<td>Weimar</td>
</tr>
</tbody>
</table>
• The filing with the Railroad Commission will include the unincorporated areas below:

<table>
<thead>
<tr>
<th>Banquete</th>
<th>Hebbronville</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>McQueency</td>
<td>Tulca</td>
</tr>
<tr>
<td>Edroy</td>
<td>Mirando City</td>
<td>Vanderbilt</td>
</tr>
</tbody>
</table>

**What customers are affected and how?**

• The total increase of $3,882,248 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 27, 2019. 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 Houston Division as follows:

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Current Customer Charge</th>
<th>Proposed 2019 Interim Rate Adjustment</th>
<th>Adjusted Charge</th>
<th>Increase Per Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-2097-I-GRIP 2019; R-2097-U-GRIP 2019 Residential</td>
<td>$19.00 per customer per month</td>
<td>$2.04 per customer per month</td>
<td>$21.04 per customer per month</td>
<td>$2.04 per customer per month</td>
</tr>
<tr>
<td>GSS-2097-I-GRIP 2019; GSS-2097-U-GRIP 2019 General Service Small</td>
<td>$25.00 per customer per month</td>
<td>$4.16 per customer per month</td>
<td>$29.16 per customer per month</td>
<td>$4.16 per customer per month</td>
</tr>
<tr>
<td>GSLV-628-I-GRIP 2019; GSLV-628-U-GRIP 2019 General Service Large Volume</td>
<td>$99.50 per customer per month</td>
<td>$27.20 per customer per month</td>
<td>$126.70 per customer per month</td>
<td>$27.20 per customer per month</td>
</tr>
</tbody>
</table>
## ENTEX Rate Comparison
### 2008 - 2017

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$11.75</td>
<td>$11.75</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>$21.04</td>
</tr>
<tr>
<td>Rate Change from Prior Year</td>
<td>$-</td>
<td>$-</td>
<td>$-</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>
</tr>
<tr>
<td>Commercial</td>
<td>$15.00</td>
<td>$15.00</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>$29.16</td>
</tr>
<tr>
<td>Rate Change from Prior Year</td>
<td>$-</td>
<td>$-</td>
<td>$-</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>
</tr>
</tbody>
</table>
## Residential

<table>
<thead>
<tr>
<th>Year</th>
<th>Minimum Monthly Bill</th>
<th>Per CCF</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>$11.75</td>
<td>0.19438</td>
</tr>
<tr>
<td>2010</td>
<td>$11.75</td>
<td>0.19438</td>
</tr>
<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>
</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</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>2018</td>
<td>$0.34</td>
<td>$0.34</td>
<td>$21.04</td>
<td>$21.37</td>
</tr>
</tbody>
</table>

Increase 2018 - 2019: $2.04

Percent Increase 2018 to 2019: 10.7% to 6.3%

### Example: 2

<table>
<thead>
<tr>
<th>Year</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>2018</td>
<td>$6.72</td>
<td>$6.72</td>
<td>$21.04</td>
<td>$31.71</td>
</tr>
</tbody>
</table>

Increase 2018 - 2019: $2.04

Percent Increase 2018 to 2019: 10.7% to 6.3%

### Example: 3

<table>
<thead>
<tr>
<th>Year</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>2018</td>
<td>$10.08</td>
<td>$10.08</td>
<td>$21.04</td>
<td>$30.12</td>
</tr>
</tbody>
</table>

Increase 2018 - 2019: $2.04

Percent Increase 2018 to 2019: $52.07% to 5.2%
## 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>
</tbody>
</table>

**Example:**

<table>
<thead>
<tr>
<th></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><strong>Year 2019</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>

<table>
<thead>
<tr>
<th></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><strong>Year 2018</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 Cubic Feet</td>
<td>$11.40</td>
<td>$11.40</td>
<td>$25.00</td>
<td>$47.80</td>
</tr>
<tr>
<td><strong>Decrease 2018 - 2019</strong></td>
<td></td>
<td></td>
<td></td>
<td>$4.16</td>
</tr>
<tr>
<td><strong>Percent Increase 2018 to 2019</strong></td>
<td></td>
<td></td>
<td></td>
<td>16.6%</td>
</tr>
</tbody>
</table>
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 – $21.04¹

(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.

PAYMENT

Due date of the bill for service shall not be less than 15 days after issuance or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

Notes:
¹Customer Charge $19.00 (GUD 10669)
2019 GRIP Charge 2.04 (GUD XXXXX)
Total Customer Charge $21.04
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 – $29.16

(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 XXXXX)
Total Customer Charge $29.16
MEMORANDUM

TO: Mayor and City Council
FROM: Shawn Raborn, City Manager
DATE: April 18, 2019
SUBJECT: Discuss and or Consider approval of seismic lease agreement with Seitel Data.

Staff is presenting for council consideration an agreement to allow Seitel Data to conduct seismic surveying of city owned property and city streets. The agreement proposes a fee of $30 per acre and covers 215.08 acres for a total payment of $6,452.40. The agreement under consideration is the same agreement we utilized in 2014.

Attachments:

- Proposed Property Use Agreement
STATE OF TEXAS §

COUNTY OF FAYETTE §

CITY OF LA GRANGE, TEXAS
PROPERTY USE AGREEMENT

This non-exclusive Property Use Agreement for temporary seismic survey operations is made and entered into this ___ day of ______________, 2019 by and between the City of La Grange, Texas ("City") a Texas home rule municipal corporation and Seitel Data, Ltd., ("Surveyor") a limited partnership duly formed and operating pursuant to the laws of the State of Texas.

WHEREAS, Surveyor desires to conduct seismic surveys for evaluation related to the exploration and mining of oil and natural gas; and

WHEREAS, Surveyor desires to use some of the City’s property ("Property") and the City’s streets ("Streets"), as shown on Exhibits A and B, during the course of such surveys; and

WHEREAS, the City is willing to allow Surveyor to conduct seismic surveys on the Property and use the Streets in consideration of the terms and conditions stated herein; and

NOW THEREFORE in consideration of the mutual covenants contained herein, the City and Surveyor agree as follows:

1. Non-exclusive License to Use Property

Surveyor, as well as its geophysical contractor, agents, and/or subcontractors, are permitted to gain entry to the Property for the purpose of obtaining seismic data on or under the Property. Surveyor agrees that it will not place any geo-phones, or other seismic survey equipment, on playing fields within City parks or on property where City water wells or wastewater treatment plant or lift stations are located. Surveyor will take reasonable precautions to prevent damage to trees, grass, or other landscaping, and surface of Streets when performing the survey.

2. Term

This Agreement is valid for up to one (1) year from execution by both parties. This Agreement may be terminated if Surveyor is in breach of this Agreement, provided that Surveyor has been given written notice of the breach and thirty (30) calendar days to cure same but has failed to do so.

3. Ownership

The City warrants that it is the owner, either in fee simple, easement, or as dedicated right of way, of the surface of the Property and Streets. The City makes no warranty, claim, or covenant as to ownership of the mineral rights under the surface of the Property or Streets. Surveyor is responsible for ensuring that its survey operations do not unreasonably interfere with the mineral rights or any retained surface rights owned by third parties with respect to the Property and the Streets. Except with respect to the rights of mineral owners, the City agrees not to expressly allow any other use of the Property or the Streets which unreasonably interferes with Surveyor’s use of the Property for the surveys. Surveyor will notify the City at least two (2) business days before needing access to all or a portion of the Property or the Streets, specifying the Streets it will be using, which is rendered inaccessible by a fence and locked gate.

-57-
4. Payment

Surveyor agrees to pay the City at the rate of $30.00 per acre, multiplied by the City’s interest in the Property and Streets, which is more particularly described in Exhibits A and B. The Property consists of 190.08 acres owned 100% by the City and 25 acres of Streets, either owned by City or over which City has the dominant right of use, meaning Surveyor shall pay $6,452.40. Surveyor shall submit a payment to the City within thirty (30) days of execution of this Agreement.

5. Indemnification

SURVEYOR, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, CONTRACTS TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE CITY AND ITS DIRECTORS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, CONTRACTORS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS OF EVERY KIND AND CHARACTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, INCLUDING THE TIME OF CITY ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY THE CITY WHICH MIGHT IN ANY WAY ARISE OUT OF SURVEYOR’S, OR ITS SUCCESSORS OR ASSIGNS, OPERATIONS RELATED TO THIS LICENSE AGREEMENT.

6. Miscellaneous

a. Compliance with Law. Surveyor shall comply with all federal, state, and local laws, rules, or regulations with are applicable to its seismic survey operations.

b. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

c. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of La Grange, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Fayette County, Texas.

d. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.

e. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

f. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its
right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

g. **No Waiver.** The City’s failure to take action to enforce this Agreement in the event of Surveyor’s default or breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as a waiver and shall not prevent the City from taking action to enforce this Agreement on subsequent occasions.

h. **Notices.** The City and Surveyor hereby designate the following individuals to receive any notices required to be submitted pursuant to the terms of this Agreement:

**CITY MANAGER**  
City of La Grange  
155 E. Colorado  
La Grange, Texas 78945

Seitel Data, Ltd.

i. **Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

j. **Incorporation of Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

k. **Headings.** The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.

l. **Gender and Number.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

**ATTEST:**

**CITY OF LA GRANGE, TEXAS:**

Lisa Oltmann, City Secretary  
Janet Moerbe, Mayor

**APPROVED AS TO FORM:**

Maria Angela Flores Beck, City Attorney
RESOLUTION

WHEREAS, the City Council of the City of La Grange has two Council meetings each month; and

WHEREAS, these Council meetings are held on the second and fourth Monday of each month; and

WHEREAS, the fourth Monday of May is the Memorial Day Holiday which is a holiday observed by the City of La Grange, and would result in both citizens and staff being unable to attend.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of La Grange that the regular meeting set for Monday, May 27, 2019 be cancelled and that a Special Council meeting be called for Tuesday, May 28, 2019 at 6:00 P.M.

PASSED AND APPROVED on this the 22nd day of April, 2019.

________________________________________
John Cernosek, Mayor Pro tem

ATTEST:

________________________________________
Lisa Oltman, City Secretary
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NOV</td>
<td>$111,314</td>
<td>$110,052</td>
<td>$135,735</td>
<td>$138,673</td>
<td>$124,066</td>
<td>$111,012</td>
<td>$128,310</td>
<td>$140,893</td>
<td>$12,583</td>
<td>9.81%</td>
<td>$122,737</td>
</tr>
<tr>
<td>DEC</td>
<td>$82,797</td>
<td>$95,252</td>
<td>$121,216</td>
<td>$126,156</td>
<td>$106,289</td>
<td>$101,451</td>
<td>$98,649</td>
<td>$118,667</td>
<td>$20,018</td>
<td>20.29%</td>
<td>$104,830</td>
</tr>
<tr>
<td>JAN</td>
<td>$97,753</td>
<td>$103,712</td>
<td>$116,786</td>
<td>$136,034</td>
<td>$101,724</td>
<td>$114,082</td>
<td>$105,348</td>
<td>$107,466</td>
<td>$2,118</td>
<td>2.01%</td>
<td>$110,777</td>
</tr>
<tr>
<td>FEB</td>
<td>$130,140</td>
<td>$117,866</td>
<td>$149,135</td>
<td>$164,131</td>
<td>$153,116</td>
<td>$138,130</td>
<td>$128,927</td>
<td>$145,395</td>
<td>$16,468</td>
<td>12.77%</td>
<td>$140,206</td>
</tr>
<tr>
<td>MAR</td>
<td>$89,847</td>
<td>$98,179</td>
<td>$104,319</td>
<td>$109,617</td>
<td>$92,534</td>
<td>$94,528</td>
<td>$101,190</td>
<td>$106,253</td>
<td>$5,063</td>
<td>5.00%</td>
<td>$98,567</td>
</tr>
<tr>
<td>APR</td>
<td>$85,575</td>
<td>$109,637</td>
<td>$101,662</td>
<td>$115,051</td>
<td>$95,475</td>
<td>$102,144</td>
<td>$102,146</td>
<td>$136,546</td>
<td>$34,399</td>
<td>33.68%</td>
<td>$101,670</td>
</tr>
<tr>
<td>MAY</td>
<td>$116,518</td>
<td>$134,356</td>
<td>$146,279</td>
<td>$142,630</td>
<td>$128,372</td>
<td>$130,841</td>
<td>$132,046</td>
<td>$136,546</td>
<td></td>
<td></td>
<td>$133,006</td>
</tr>
<tr>
<td>JUN</td>
<td>$95,148</td>
<td>$110,921</td>
<td>$132,360</td>
<td>$123,250</td>
<td>$95,427</td>
<td>$108,757</td>
<td>$107,166</td>
<td>$127,555</td>
<td>$127,555</td>
<td></td>
<td>$110,433</td>
</tr>
<tr>
<td>JUL</td>
<td>$99,510</td>
<td>$125,071</td>
<td>$107,373</td>
<td>$100,594</td>
<td>$109,033</td>
<td>$104,711</td>
<td>$121,980</td>
<td>$137,555</td>
<td></td>
<td></td>
<td>$109,740</td>
</tr>
<tr>
<td>AUG</td>
<td>$116,972</td>
<td>$130,060</td>
<td>$139,608</td>
<td>$148,875</td>
<td>$124,776</td>
<td>$115,273</td>
<td>$121,323</td>
<td>$137,555</td>
<td></td>
<td></td>
<td>$127,555</td>
</tr>
<tr>
<td>SEPT</td>
<td>$105,589</td>
<td>$117,713</td>
<td>$127,001</td>
<td>$102,480</td>
<td>$100,192</td>
<td>$101,896</td>
<td>$96,920</td>
<td></td>
<td></td>
<td></td>
<td>$107,399</td>
</tr>
<tr>
<td>LOCAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,243,360</td>
<td>$1,355,456</td>
<td>$1,493,890</td>
<td>$1,534,460</td>
<td>$1,327,971</td>
<td>$1,331,519</td>
<td>$1,340,199</td>
<td>$870,476</td>
<td>$109,622</td>
<td></td>
<td>$1,026,073</td>
</tr>
<tr>
<td>Year to Date</td>
<td>$709,625</td>
<td>$737,330</td>
<td>$841,208</td>
<td>$920,031</td>
<td>$770,171</td>
<td>$770,041</td>
<td>$760,854</td>
<td>$870,476</td>
<td>$109,622</td>
<td>14.41%</td>
<td></td>
</tr>
<tr>
<td>BUDGET</td>
<td>$928,925</td>
<td>$984,660</td>
<td>$1,063,433</td>
<td>$1,169,776</td>
<td>$1,193,171</td>
<td>$1,234,932</td>
<td>$1,196,058</td>
<td>$1,281,939</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERCENT OF BUDGET</td>
<td>76.39%</td>
<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></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Includes Local Quarterly Sales Tax Payment
## SALES TAX COLLECTIONS
Economic Development Corporation
April 10, 2019

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OCT</td>
<td>$56,098.51</td>
<td>$51,318.84</td>
<td>$56,207.57</td>
<td>$64,484.71</td>
<td>$48,483.23</td>
<td>$54,470.62</td>
<td>$48,142.35</td>
<td>$57,628.60</td>
<td>$9,486.25</td>
<td>19.70%</td>
<td>$54,172.26</td>
</tr>
<tr>
<td>NOV</td>
<td>$55,656.97</td>
<td>$55,026.18</td>
<td>$67,867.27</td>
<td>$69,336.47</td>
<td>$62,033.20</td>
<td>$55,505.80</td>
<td>$64,154.69</td>
<td>$70,446.25</td>
<td>$6,291.56</td>
<td>9.81%</td>
<td>$61,368.65</td>
</tr>
<tr>
<td>DEC</td>
<td>$41,398.74</td>
<td>$47,626.23</td>
<td>$60,607.95</td>
<td>$64,018.20</td>
<td>$53,144.54</td>
<td>$50,725.50</td>
<td>$49,324.63</td>
<td>$59,333.71</td>
<td>$10,009.08</td>
<td>20.29%</td>
<td>$52,406.54</td>
</tr>
<tr>
<td>JAN</td>
<td>$48,876.63</td>
<td>$51,856.10</td>
<td>$58,393.01</td>
<td>$68,016.77</td>
<td>$50,862.19</td>
<td>$57,040.96</td>
<td>$52,873.88</td>
<td>$53,732.70</td>
<td>$1,058.82</td>
<td>2.01%</td>
<td>$55,386.51</td>
</tr>
<tr>
<td>FEB</td>
<td>$65,070.23</td>
<td>$58,932.98</td>
<td>$74,557.73</td>
<td>$82,067.39</td>
<td>$76,557.99</td>
<td>$69,064.78</td>
<td>$64,463.25</td>
<td>$72,697.40</td>
<td>$8,234.15</td>
<td>12.77%</td>
<td>$70,103.21</td>
</tr>
<tr>
<td>MAR</td>
<td>$44,923.58</td>
<td>$49,089.52</td>
<td>$52,159.45</td>
<td>$54,808.34</td>
<td>$46,267.01</td>
<td>$47,140.75</td>
<td>$50,594.88</td>
<td>$53,126.42</td>
<td>$2,531.54</td>
<td>5.00%</td>
<td>$49,283.36</td>
</tr>
<tr>
<td>APR</td>
<td>$42,787.66</td>
<td>$54,818.30</td>
<td>$50,831.14</td>
<td>$57,525.37</td>
<td>$47,737.47</td>
<td>$51,072.17</td>
<td>$51,073.24</td>
<td>$68,272.85</td>
<td>$17,199.61</td>
<td>33.68%</td>
<td>$50,835.05</td>
</tr>
<tr>
<td>MAY</td>
<td>$58,258.77</td>
<td>$67,178.04</td>
<td>$73,139.65</td>
<td>$71,315.19</td>
<td>$64,185.80</td>
<td>$65,420.30</td>
<td>$66,022.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JUN</td>
<td>$47,573.76</td>
<td>$55,460.39</td>
<td>$66,179.81</td>
<td>$61,624.99</td>
<td>$47,713.60</td>
<td>$54,378.74</td>
<td>$53,582.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JUL</td>
<td>$49,754.76</td>
<td>$62,535.48</td>
<td>$53,886.68</td>
<td>$50,297.15</td>
<td>$54,516.34</td>
<td>$52,355.37</td>
<td>$60,944.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUG</td>
<td>$58,484.89</td>
<td>$65,030.10</td>
<td>$69,804.14</td>
<td>$72,437.32</td>
<td>$62,387.90</td>
<td>$57,636.82</td>
<td>$60,661.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEP</td>
<td>$52,794.29</td>
<td>$58,566.37</td>
<td>$63,500.39</td>
<td>$51,239.93</td>
<td>$50,096.21</td>
<td>$50,948.65</td>
<td>$48,459.97</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$621,679.79</td>
<td>$677,728.53</td>
<td>$746,944.76</td>
<td>$767,169.97</td>
<td>$663,985.48</td>
<td>$665,759.86</td>
<td>$687,098.96</td>
<td>$435,237.93</td>
<td>$54,811.01</td>
<td></td>
<td>$687,623.91</td>
</tr>
</tbody>
</table>

**Year to Date**

<table>
<thead>
<tr>
<th>BUDGET</th>
<th>14.41%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PERCENT</th>
<th>67.62%</th>
</tr>
</thead>
</table>

*Includes Local Quarterly Sales Tax Payment
March 2019 Visitors Bureau Report

211 – Guests visited the Visitors Bureau
50% Decrease from March 2018 of 426 visitors
110 – Mail brochure requests from TourTexas.com
5,141 signed up – Visitors Bureau E-mail list

Tourism

- Personally delivered over 2,400 Visitors Bureau brochures, maps, event rack cards to 18 Restaurants, 32 Local Businesses, 7 Places to Stay, and 10 Tourist Attractions
- Sent pieces 1,560 to 13 TXDOT Centers, and 39 CVBs throughout the State
- Gift Shop Net Sales - $1,037
- Courthouse Docent – 190
- Faison Home – 10 visitors

Historic Casino Hall

- Wedding Reception– 2nd floor – March 2nd
- Tax Assessor Conference – 2nd floor – March 19th

Main Street Program

- Historic Walking Tour – April 13
- Merchant Dinner – April 25
- La Grange Art Stroll – June 8

Economic Development

- Citywide Wayfinding Signage program
- Social Media Training for Small Businesses – July 23

Major Projects in Process

- Citywide Mural Project
- Youth Career Development Workshops – Partnership with the Fayette Public Library
LIBRARY – MUSEUM/ARCHIVES DIRECTOR’S REPORT
March 2019

Fayette Public Library Statistics

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Library Circulation</td>
<td>2,843</td>
</tr>
<tr>
<td>Juvenile Library Circulation</td>
<td>1,406</td>
</tr>
<tr>
<td>Total Library Circulation</td>
<td>4,249</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>E-book Library Circulation</td>
<td>336</td>
</tr>
<tr>
<td>Reference Questions Answered</td>
<td>465</td>
</tr>
<tr>
<td>New library card Reg.</td>
<td>30</td>
</tr>
</tbody>
</table>

Archives/Museum Report/Activities

- 135 patrons visited the Museum and Archives, including the Fayette County Retired Teachers group and family researchers from California, Colorado, Iowa, Missouri, Nebraska, New Hampshire, and Oklahoma!
- 32 people attended Alan Hoffman’s presentation on Lafayette.
- In March, $360 was collected in book sales and $65 in donations.
- Arrangements have been made with the Texas Holocaust and Genocide Commission to host their exhibit, “The Texas Liberator, Witness to the Holocaust,” at the Museum from September 10 – October 22.

Library Report/Activities

- The meeting room was reserved 60 times in March. Highest usage to date!
- There were four storytimes in March and 170 people attended.
- Teens Create was held on March 12th and 16 people attended.
- Career Cruising for Teens at Colorado Valley Communications took place on March 14th and thirteen teens participated.

Future Activities

- Storytime, music, and crafts every Wednesday at 10:15AM in the Meeting Room.
- Teens Create the second Tuesday of every month from 4-5pm.
- Allison Shimek will attend the Texas Library Association’s Annual Conference April 15-18 in Austin.

Items donated to Archives/Museum in March

- 3/5/2019      Photographs, Koenig funeral home fan, advertising koozies, Texaco jacket from Second Chance Emporium
- 3/6/2019      Lafayette in American in 1824 and 1825 purchased for collection from Alan Hofman
- 3/7/2019      1968 Tempo magazine Matejowsky bluebonnet farm article from Rebecca Matejowsky Halder
- 3/9/2019      Photos of bluebonnets at courthouse veterans gazebo from Cindy Martinez
- 3/11/2019     Texas history books from Rox Ann Johnson
- 3/14/2019     Permission to scan, print and accession Burton and Hughes family photographs from April M. Frazier
- 3/15/2019     Fayette County Law Officers photo from Texas Heroes Museum
- 3/23/2019     Framed funeral home article from Cindy Martinez
- 3/26/2019     Czech costumes from Carol Strobel Kana
- 3/27/2019     Family photographs from Neale Rabensburg

Donations to the LMA Gifts & Memorials Fund in March

- Fayette County Retired Teachers Association donated $150.00
- A donation of $300.00 was made in memory of George and Julia Hicks
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OCT</td>
<td>5,098,019</td>
<td>4,991,950</td>
<td>5,282,353</td>
<td>5,424,165</td>
<td>5,097,758</td>
<td>5,015,200</td>
<td>5,178,849</td>
<td>-1.62%</td>
</tr>
<tr>
<td>NOV</td>
<td>4,393,071</td>
<td>4,562,096</td>
<td>4,504,464</td>
<td>4,522,771</td>
<td>3,916,102</td>
<td>4,242,036</td>
<td>4,379,701</td>
<td>8.32%</td>
</tr>
<tr>
<td>JAN</td>
<td>5,601,091</td>
<td>5,420,159</td>
<td>4,808,863</td>
<td>4,406,625</td>
<td>4,454,859</td>
<td>4,538,347</td>
<td>4,938,319</td>
<td>1.87%</td>
</tr>
<tr>
<td>FEB</td>
<td>5,438,095</td>
<td>4,267,208</td>
<td>3,976,302</td>
<td>3,697,338</td>
<td>4,693,416</td>
<td>3,949,750</td>
<td>4,408,484</td>
<td>-15.84%</td>
</tr>
<tr>
<td>MAR</td>
<td>4,143,941</td>
<td>4,306,688</td>
<td>3,515,008</td>
<td>3,362,700</td>
<td>3,461,781</td>
<td>3,959,581</td>
<td>3,758,024</td>
<td>14.38%</td>
</tr>
<tr>
<td>MAY</td>
<td>3,434,298</td>
<td>3,926,996</td>
<td>3,789,935</td>
<td>4,156,261</td>
<td>3,717,650</td>
<td>3,805,028</td>
<td>3,776,298</td>
<td></td>
</tr>
<tr>
<td>JUN</td>
<td>4,992,964</td>
<td>4,674,973</td>
<td>4,727,015</td>
<td>5,336,319</td>
<td>5,992,548</td>
<td>5,144,764</td>
<td>5,742,198</td>
<td></td>
</tr>
<tr>
<td>JUL</td>
<td>5,687,664</td>
<td>6,489,200</td>
<td>6,637,009</td>
<td>6,690,947</td>
<td>6,127,332</td>
<td>6,326,430</td>
<td>6,759,630</td>
<td></td>
</tr>
<tr>
<td>AUG</td>
<td>6,674,542</td>
<td>6,912,422</td>
<td>6,546,723</td>
<td>7,037,057</td>
<td>6,627,406</td>
<td>6,759,630</td>
<td>6,673,096</td>
<td></td>
</tr>
<tr>
<td>SEP</td>
<td>6,955,304</td>
<td>6,187,341</td>
<td>6,743,030</td>
<td>6,515,165</td>
<td>6,464,641</td>
<td>6,644,481</td>
<td>6,673,096</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>60,280,258</strong></td>
<td><strong>59,187,141</strong></td>
<td><strong>58,001,176</strong></td>
<td><strong>58,581,800</strong></td>
<td><strong>57,698,058</strong></td>
<td><strong>58,749,687</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year To Date</strong></td>
<td><strong>28,832,037</strong></td>
<td><strong>27,063,602</strong></td>
<td><strong>25,546,638</strong></td>
<td><strong>25,040,929</strong></td>
<td><strong>25,338,994</strong></td>
<td><strong>25,596,805</strong></td>
<td></td>
<td><strong>1.02%</strong></td>
</tr>
</tbody>
</table>