Item #3



CITY COUNCIL MEMBER PLEDGE

in support of the it's finite texas community	Chancinge,
, a City Council Member of	, Texas

In support of the It's Time Texas Community Challenge

PLEDGE TO:

- » Declare my support by signing this pledge and uploading a photo of me holding the pledge to the Community Challenge app
- » Encourage our Mayor to sign the Community Challenge pledge if it hasn't been submitted
- » Ask fellow City Council members to sign and upload a photo holding the pledge to the Community Challenge app

I recognize that a healthy community is more united, more productive, and more prosperous. As a result, I am committed to the health of my community and pledge to make our community a model for others to follow.

MY CITY IS UP TO THE CHALLENGE!

Council Member's Signature

Signed:	Date:
Signeu.	Date.

Let your community know you've signed your pledge by taking a photo holding your signed pledge and posting it to social media with the hashtag #CommunityChallenge!

ITTcommunitychallenge.com









MAYOR PLEDGE

In support of the It's Time Texas Community Challenge,
______, Mayor of _______, Texas

PLEDGE TO:

- » Kick off the IT'S TIME TEXAS Community Challenge by declaring my support and encouraging our constituents to participate!
- » Encourage my community to register and participate in the Community Challenge
- » Ask City Council members to sign and upload a photo holding the pledge to the Community Challenge app
- » Create and upload a short video that promotes the ITT Community Challenge to the community
- » Host and speak at a Community Challenge virtual event that promotes healthy living

I recognize that a healthy community is more united, more productive, and more prosperous. As a result, I am committed to the health of my community and pledge to make our community a model for others to follow.

MY CITY IS UP TO THE CHALLENGE!

Mayor's Signature

Signed:	Date:

Let your community know you've signed your pledge by taking a photo holding your signed pledge and posting it to social media with the hashtag #CommunityChallenge!

ITTcommunitychallenge.com







Item #4

CITY OF SMITHVILLE NOVEMBER 9, 2020 COUNCIL MEETING

Present: Mayor Scott Saunders Jr, Councilmembers, Bill Gordon, Joanna Morgan, Sharon Foerster, Cassie Barrientos and City Manager Robert Tamble.Not Present Jason Hewitt. This meeting was a zoom Conference call for everyone but the Council and staff.

Open Meeting: Call to order: Mayor Saunders called the meeting to order at 6:00 p.m.

Invocation: Pastor Brown gave the invocation.

Recognition/Awards/Proclamations/Announcements/Presentations: Mayor Saunders read a proclamation on "Day of Thanksgiving", and "Honor Our Veterans Day".

Approval of the minutes from October 19, 2020, Council Meeting and Public Hearing, Councilman Gordon moved to approve the minutes. Councilwoman Barrientos seconded and the motion passed unanimously.

Discussion and Action on accepting Jason Hewitt's resignation from City Council (Place 2) – Jason Hewitt submitted a letter of resignation to Mayor Saunders on November 4, 2020. Jason was elected to serve on the Smithville City Council (Place 2) back in 2019. Jason Hewitt thanked everyone. Councilwoman Barrientos made a motion to accept Jason Hewitt's resignation. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments on: None

Discussion and Action on appointing Mike Kahanek to Jason Hewitt's unexpired term – Jason Hewitt's term as the Place 2 Alderman expires in May 2021. Per Texas Local Government Code for Type A General Law Municipality, Section 22.010 (a): "If for any reason a single vacancy exists on the governing body of the municipality, a majority of the remaining members who are present and voting, excluding the mayor, may fill the vacancy by appointment". Mike Kahanek served 17-years (1998-2015) on the Smithville City Council and he understands all protocols and procedures pertaining to the city administration, budget, and overall operations. Mike is willing to serve and would be a welcome addition to the team. Councilwoman Morgan made a motion to appoint Mike Kahanek to Jason Hewitt's unexpired term. Councilwoman Barrientos seconded and the motion passed unanimously.

Administering of Pre-Oath and Oath of Office to newly appointed Official: Mayor Saunders administered the pre-oath and Oath of Office to Mike Kahanek as the newly appointed official to replace the Place 2 vacancy as the result of Jason Hewitt's resignation.

Hear recommendation from Planning and Zoning on:

a) on a zone change from CF to SF-1 for 701 NE 9th Street, Taylor Addition Block 4 Lot 1,2,3, & 4 and for 907 Garwood Street, Taylor Addition Block 5 Lots 4 & 5. Owner-Smithville Hospital Authority: Brian Riewe spoke on behalf of the P&Z and said they recommend approving the zone change. b) on a zero-lot-line variance at 107 Bishop, Burleson Addition, Block 39 Lot 5, Owners Charla & Holly Wood: Brian Riewe spoke on behalf of the P&Z and said they recommend approving the variance.

Public Hearing:

- a) A zone change from CF to SF-1 for 701 NE 9th Street, Taylor Addition Block 4 Lot 1,2,3, & 4 and for 907 Garwood Street, Taylor Addition Block 5 Lots 4 & 5.

 Owner- Smithville Hospital Authority: No one signed up to speak for or against.
- b) A zero-lot-line variance at 107 Bishop, Burleson Addition, Block 39 Lot 5, Owners Charla & Holly Wood: No one signed up to speak for or against.

Open Meeting:

Council Discussion and Action on:

- a) A zone change from CF to SF-1 for 701 NE 9th Street, Taylor Addition Block 4 Lot 1,2,3, & 4 and for 907 Garwood Street, Taylor Addition Block 5 Lots 4 & 5. Owner- Smithville Hospital Authority: The Smithville Hospital Authority is requesting a zoning change from Community Facilities (CF) to Single-Family Residential (SF-1). A developer is in the process of purchasing the property (that was once home to the Towers Nursing Home) from the Smithville Hospital Authority to build residential homes. Councilwoman Barrientos made a motion to approve the zone change to SF-1. Councilman Gordon seconded and the motion passed unanimously.
- b) A zero-lot-line variance at 107 Bishop, Burleson Addition, Block 39 Lot 5, Owners Charla & Holly Wood Charla Wood is requesting a variance to allow her to replace a garage (previously torn down) but keep the zero-lot-line on the 2nd Street side to avoid construction involving utility lines. Councilwoman Morgan made a motion to approve the variance having met the criteria. Councilwoman Foerster seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Lease Agreement with First Capital Equipment Leasing Corp. for the purchase of vehicles and authorizing the City Manager to act as the City's Executive Officer: Although the purchase of capital equipment (i.e., John Deere Backhoe, F-350 Leaf Dump Truck, F-250 Utility Truck, and two (2) PD vehicles) was previously approved as part of the FY20/21 budget during the September city council meeting, conditions of the lease-purchase agreement require separate and documented Council approval. The 6-year lease-purchase agreement is for \$254k with payments of \$58k per year (two semi-annual payments of \$24k). Councilwoman Barrientos made a motion to approve the Lease Agreement and authorize the City Manager as the Executive Officer. Councilwoman Foerster seconded and the motion passed unanimously.

Discussion and Action on an Ordinance Extending the Face Covering Ordinance. Approving Ordinance #2020-599 will amend emergency ordinance #2020-591 to extend the requirements related to the posting of public notice by commercial establishments and the wearing of face coverings until 11:59 pm Monday, January 11, 2020. Councilwoman Morgan made a motion to approve the Ordinance. Councilwoman Foerster seconded and the motion passed unanimously.

Discussion and Action on the Financial Report: Councilman Kahanek made a motion to approve the Financial Report. Councilwoman Foerster seconded and the motion passed unanimously.

Closed Meeting: Went into executive session at 7:09

The City Council will hold an Executive Meeting pursuant to the Open Meetings Act, Chapter 55, Govt. Code, Vernon's Texas Code Annotated, in accordance with the authority contained in Section 551.074, to discuss personnel (annual evaluation of the City Manager)

Open Meeting: Came out of executive session at 7:48

Citizen Comments on:

Discussion and Action as a result of the Executive Meeting. Councilwoman Morgan made a motion to approve the City Managers' salary increase effective October 1, 2020, and extend his contract another year. Councilwoman Barrientos seconded and the motion passed unanimously.

Adjourn: at 7:50 p.m.	
	Scott Saunders Jr., Mayor
Attest:	
Jennifer Lynch, Asst. City Secretary	

CITY OF SMITHVILLE NOVEMBER 16, 2020 SPECIAL CALLED COUNCIL MEETING

Present: Mayor Scott Saunders Jr, Councilmembers, Bill Gordon, Joanna Morgan, Sharon Foerster, Cassie Barrientos, Janice Bruno, and City Manager Robert Tamble. This meeting was a zoom Conference call for everyone but the Council and staff.

Open Meeting: Call to order: Mayor Saunders called the meeting to order at 6:00 p.m.

Recognition/Awards/Proclamations/Announcements/Presentations: Mayor Saunders recognized Cassie Barrientos for her service on the Council and Judy Smith for service on the P&Z commission.

Discussion and Action on a Resolution Canvassing the November 3, 2020 Municipal Election: Councilman Gordon made a motion to approve the Resolution Canvassing the Election. Councilwoman Foerster Seconded and the motion passed unanimously.

Administering of Pre-Oaths and Oath of Office to Elected Officials: Jennifer Lynch, City Secretary administered Pre-Oaths and the Oaths of Office to the newly elected and re-elected officials.

Issuing of Certificates of Election: Jennifer Lynch issued Discussion and Action on Election of Mayor Pro-tem: Councilman Gordon made a motion to appoint Joanna Morgan as Mayor Pro-tem. Councilwoman Foerster seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an Appointment to replace/reappoint members of the Smithville Housing Authority Board – The Smithville Housing Authority Board consists of five (5) members recommended by the Mayor. Board members serve two (2) year terms with two (2) members appointed in even numbered years and two (2) members appointed in odd number years. The resident board member will serve a 1-year term.

Kim Roberts - Place 1 (Even Years) – Term expires Dec 2022
Tom Bettes – Place 2 (Even Years) – Term expires Dec 2022
Troy Streuer – Place 4 (Odd Years) – Term expires Dec 2021 (Replacing Janice Bruno)
Shirley Brock – Place 5 (Resident) – Term expires Dec 2021 (Replacing Sandy Meyers)
Tracie Dzenowski – Place 3 (Odd Years) – Term expires Dec 2021 (FYI ONLY)

Councilwoman Bruno made a motion to re-appoint Kim Roberts and Tom Betes and to appoint Shirley Brock and Troy Streuer. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an Appointment to replace/reappoint members of the Historic Preservation Design Standards Committee (HPDSC): HPDSC board members are recommended by the Mayor. The HPDSC is a nine (9) member board serving a 2-year term that coincides with the election of the Mayor. If reappointed, the individuals below will serve until May 2022.

Carol Snyder – Reappointment Caroline Noya - Reappointment Walter Winslett – Reappointment David Herrington - Reappointment April Daniels – Reappointment Victoria Allen - Reappointment Sara O'Brien - Reappointment Michael Hightower - Reappointment Nancy Catherman - Reappointment

Councilwoman Morgan made a motion to reappoint Carol Snyder, Caroline Noya, Walter Winslet, David Herrington, April Daniels, Victoria Allen, Sara O'Brien, Michael Hightower, and Nancy Catherman. Councilwoman Foerster seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an Ordinance Extending the Face Covering Ordinance. Approving Ordinance #2020-599 will amend emergency ordinance #2020-591 to extend the requirements related to the posting of public notice by commercial establishments and the wearing of face coverings until 11:59 pm Monday, January 11, 2020. Councilwoman Morgan made a motion to approve the Ordinance. Councilwoman Foerster seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an Appointment to replace/ reappoint members of the Smithville Airport Advisory Board: The Airport Advisory Board (AAB) serves in an advisory capacity to the City Manager/Airport Manager and City Council in all matters pertaining to the administration, operation, development, improvement, and maintenance of the Smithville Crawford Municipal Airport. AAB members serve two (2) year terms and are recommended by the Mayor. Four (4) members will be subject to appointment in even numbered years and three (3) members subject to appointment in odd number years. The individuals listed below would like to be considered for reappointment. If reappointed, their terms would expire in December 2022:

Even Numbered Years:

Sandy Meyerson – Reappointment (Chairman)
Forrest Sanderson - Reappointment
Michael McKenna - Reappointment
Ron Spencer – Reappointment

Odd Numbered Years (FYI ONLY):

Ken Peck – Term Expires in December 2021 Travis Hill – Term Expires in December 2021 James Sterling – Term Expires in December 2021

Councilwoman Bruno made a motion to reappoint Sandy Meyerson, Forrest Sanderson, Michael McKenna and Ron Spencer. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an Appointment to replace/reappoint members of the Smithville Planning and Zoning Commission: The Planning and Zoning (P&Z) Commission is composed of five (5) members. P&Z members shall be resident citizens, taxpayers, and qualified voters of the City, all of whom shall be appointed by the City Manager subject to confirmation by the governing body. The members of the P&Z Commission serve a 2-year term that coincides with the election of the Mayor. The individuals below are recommended for appointment / reappointment. If appointed / reappointed, their terms would expire in May 2022:

Brian Riewe – Reappointment (Chairman)
Caroline Noya - Reappointment
Nancy Catherman - Reappointment
Tom Etheredge – Appointment to replace Judy Smith
Dianna Ewen – Appointment to replace James Nolan

Councilman Kahanek made a motion to reappoint Brian Riewe, Caroline Noya and Nancy Catherman and to appoint Tom Etheredge and Dianna Ewen. Councilwoman Foerster seconded and the motion passed unanimously.

Adjourn: at 6:17 p.m.	
	Scott Saunders Jr., Mayor
Attest:	
Jennifer Lynch, Asst. City Secretary	

Item #5

: CITY OF SMITHVILLE PLANNING & ZONING APPLICATION

APPLICATION TYPE			
Zoning Change Request:	☐ Change in Zoning Class ☐ Change in Ordinance ☐ Variance ☐ Special Exception Use ☐ Minor Plat/Subdivision ☐ Other	Number of Requests:	□ Single □ Multiple
PROPERTY	DENTIFICATION		,
Street Address	300 4th Ave Sn	nithuille, TX	
*** Applicant	must submit an accurate location map an	d site plan for application	to be considered ***
Legal description	Platted Land (please provide subdivi		
Subdivision Name:	*		
Property Tax Code:	Block Number	: Lot	: Number:
Property Owner (as listed on Deed):	Aaron Kimbal		
Property Owner Mailing Address:	P.O. Box 1056 Sm	ithville TX	78957
Owner's Phone No:	512-304-5746 Owner's Er	nail: kimballk3	Boyahoo, com
Agent's Name (if applicable):		•	
Agent's Mailing Address:			

Agent's Email: _

Agent's Phone No:

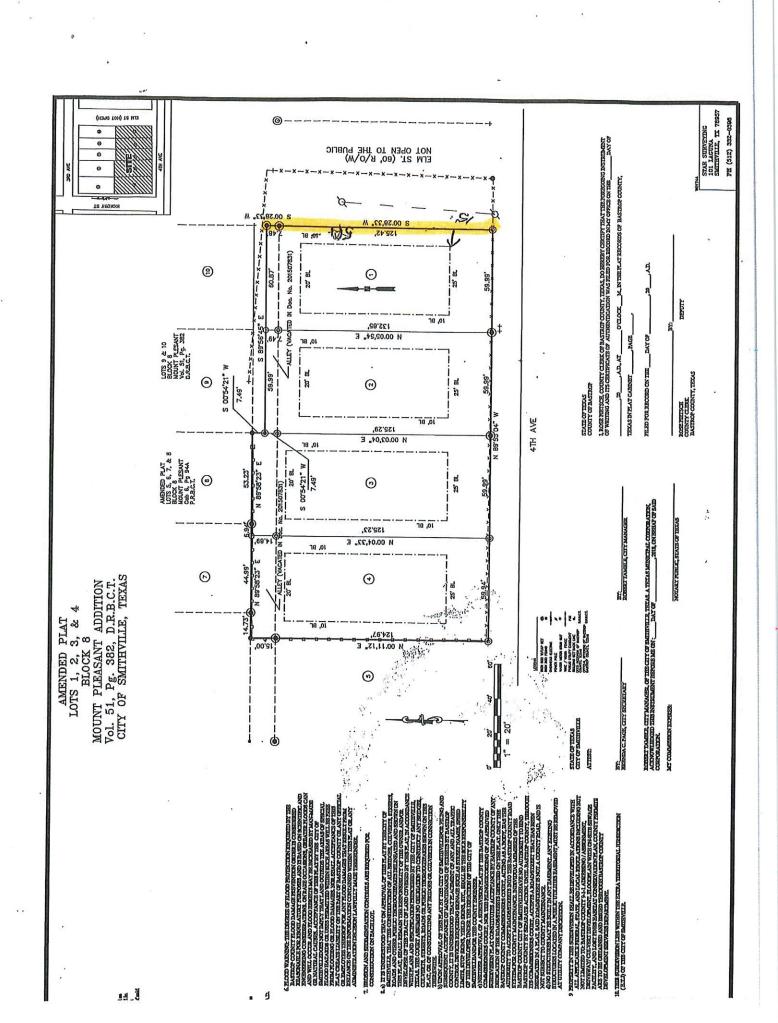
DESCRIPTION	ON OF VARIANCE / EXCE	PTION REQUES	Γ
Current Zone Class:		sed Zone Class: SF-1	☐ SF-2 ☐
d.	MR	MR	∐ c-1 ∐
	C-2	, C -2	∐ C-3 ∐
	MHS MF L	MHS	∐ MF ∐ . □ PD □
	CF L PD L	` CF PD-Z	
	PD-Z	CBD	
	GDP	•	La pasta la .
Describe variance requested:	Seeking to buil property live , Seek	ing 10ft side	yard voione
Describe special use requested:			
Reason for Request: (explain why special exception is sought or why a variance has been requested)		being used ft of the pr	and I would openty line
			v v
	* ,		,
.*		ŧ	•
· · · · · · · · · · · · · · · · · · ·			
by the laws of the refundable and the	I hereby petition the City of Smithville State of Texas and Ordinances of the Chat I must attend the Planning & Zo to be considered for approval.	city. I understand and agre ning meeting and subsequ	e mai me remion rec is non
OFFICE USE ONLY:			
Fee Amount:	·	Fee Payment:	
P&Z Date:		Council Date:	
Accepted By:		Date Submitted:	
Notice sent to	property owners within 200 feet of propos	sed property	

VARIANCE CRITERIA EXPLANATION FORM

(for Zoning Code Variances Only)

(This Form is required with submittal of a Variance Application. If more than one variance is requested in an application, a separate Variance Criteria Explanation Form shall be required for each Variance. Please include additional pages as necessary.)

1)	Describe the special conditions affecting the land involved, such that literal enforcement of the regulation would result in the unnecessary hardship? This lot is on a side alreet colled Elm street which currently not in service, The various is being requested to brief a house GPt of the Are property level of side street.
2)	Describe the unnecessary hardship that would result due to a literal enforcement of the regulation. It is would limit what type of house that would be built on this lot.
3)	Describe how granting the variance will not be contrary to the public interest. It will not affect anything as E/m street is not a country road. I'm asking for their various to brill 5ft off the property line on the side street.
	Describe how granting the variance will be in the spirit of the regulation. It will bely bruilf a nice living given more work to bruilf it on this lot; ote for the Board / Commission:
Th	e following responses were provided by the applicant and may not be consistent with the Department ff report.



Tracie Wallace

From:

Brenda Abbott Floral Design
 brenda@brendaabbott.net>

Sent:

Tuesday, November 3, 2020 9:20 AM

To:

Tracie Wallace

Subject:

Planning & Zoning - Aaron Kimball, 300 4th Ave, Mt Pleasant Blk 8, Lot 1

Planning & Zoning – Hearing Nov. 3, 2020 Aaron Kimball, 300 4th Ave, Mt Pleasant Blk 8, Lot 1 Zone action on a side yard variance

Dear P&Z Committee:

Without being privy to the particulars of this request, affected property owners are at a bit of a disadvantage in responding; however, my husband and I assert the following comments regarding a side yard variance on the referenced Lot 1:

- 1. We attended a prior P&Z hearing regarding Mr. Kimball's request to Correct and Amend the Plat of Lots 1 through 4 and were assured at that time that the only action requested was to correct the record or clarify it for his taxation purposes. When 3 separate property owners expressed to Mr. Kimball and the Committee at that meeting the concern of over-building and runoff, as well as building in a natural waterway, we were all (Edward Abbott, Elizabeth Koch, Scott Abbott) assured by Mr. Kimball that he was not going to build any more on that property. That statement and reassurance was followed by two more houses being built on that property.
- 2. The current request to receive a variance on Lot 1 leads us to conclude that Mr. Kimball intends to build one more, and possibly two more houses on those two lots 1 and 2, all again disrupting the flow of a natural waterway. I see from the meter loop already placed on the property that there is indeed some assurance that he will build on at least one of the lots.

Our position is that:

- a. No variance should be granted to place a house on a property where it doesn't naturally fit within City/P&Z guidelines.
- b. The natural waterway/watershed in this area has been ignored to the detriment of neighboring properties and should not continue to be ignored.

Thank you.

Brenda and Scott Abbott 306 5th Ave Smithville TX 78957

)	TO WHOMEVER IT MAY CONCERNS
	ATTNO CITY OF SMITHVILLE PLANNING AND ZONING
	COMMISSION
	FROM : EDWARD C AND DAISY M ABBOTT
	ADDRESS: 207 FOURTH AVE.
-	
	SUBJECT: ZONE ACTION ON A SIDE YARD VARIANCE
Accessed to the second	LOCATED AT 300 4th AVE MT. PLEASANT
	BLK 8, LOT 1 (CORRECTED AMENDED
	PLAT OF LOTS 1 THRU 4)
	VERDICT : WE VOTE NO
<u>)</u>	
}	REASONS:
)	· LAST PROPERTY LINE VARIANCE THAT WAS
	GRANTED TO MR KIMBALL RESULTED IN
	THE CONSTRUCTION OF TWO NEW SINGLE
)	FAMILY HOMES
	OUR CONCERN IS THAT ALL THE NEW
L	AND FUTURE CONSTRUCTION HAS AND
(<u> </u>	WILL CAUSE FLOODING AND ERROS-
	SION ON OUR PROPERTY - FAST RUN-
-	ING WATER FROM ROOF TOPS AND
· · · · · · · · · · · · · · · · · · ·	LESS POROUS SURFACE DRAINAGE
<u> </u>	AREAS WILL ERRODE OUR PROPERTY
	MUCH FASTER

:	REASONS CONT'D:
	· WE ARE NOT SURE IF OUR SEWER LINES
!	AND LIFT STATION CAN HANDLE THE
	ADDITIONAL LOADS
	· THERE IS LOTS OF TRAFFIC ON
	FOURTH AYENUE NOW
	· WE DO NOT ENJOY THE VIEW FROM
	OUR FRONT YARD LIKE WE ONGE
,	סוס
1	
,	SIGNED: EDWARD C ABBOTT
	Edward C abbott
	DAISY M ABBOTT
)	Daisy ables H
	Joseph Jo
	
1	
	

To whom It May Concern? Attention: Planning and zoning Someone concerned about two houses being built by aaron Limball on 4th avenue 300 black. This floods when much rain and causes Much flooding across the street. One house would be ab but not two Rouses. This will cause much trouble to thate who live across fourth avenue and 5th avenues Claronis a good Suilder Suit I do not think he realizes the flooding Rese. I believe garon brould bee Drollen Alre and build only one est trying to held all Lyou to self the siralem. Hight decisions for all of us on the Hill. a person concerned (706 Hickory) Elizabeth Koch

CITY OF SMITHVILLE PLANNING & ZONING APPLICATION

APPLICATIO	NTYPE		
Zoning Change Request:		Number of Requests:	☐ Single ☐ Multiple
PROPERTYI	DENTIFICATION	ine la evincolo com esta a son esta decida a como Astron	
Street Address	216 218 Washington St		
*** Applicant	must submit an accurate location map and site plan fo	or application	to be considered ***
Legal description	Platted Land (please provide subdivision, block a Unplatted Land (please submit the metes and bo		
Subdivision Name:	Smithville Townsite		*
Property Tax Code:	20262 Block Number:	Lot	Number: 19 4 20
Property Owner (as listed on Deed):	Ramon Oscar Gonzales		
Property Owner Mailing Address:	703 Parr Dr., Alice, T	X 7833	2
Owner's Phone No:	512 - 426-0964 Owner's Email: 104	1.919 @ya	hoo.com
Agent's Name (if applicable):	Cynthia L. Gionzales		
Agent's Mailing Address:	502 Bishop St, Smithville,	Tx 7895	37
Agent's Phone No:	512-731-8092 Agent's Email: Cinl	gonzaya	lhoo.com

DESCRIPTION	N OF VARIANCE / EXCEPTION REQUEST
M C- M C	-2
Describe variance requested:	nla
Describe special use requested:	nla
Reason for Request: (explain why special exception is sought or why a variance has been requested)	Combine 2 lots to one to build home
by the laws of the S refundable and that for my application to	hereby petition the City of Smithville for approval of the above described request as provisitate of Texas and Ordinances of the City. I understand and agree that the Petition fee is not I must attend the Planning & Zoning meeting and subsequent City Council meeting in or be considered for approval. Date: 11-2-2-0
OFFICE USE ONLY:	
Fee Amount:	Fee Payment:
P&Z Date:	Council Date:
Accepted By:	Date Submitted:
Notice sent to pr	roperty owners within 200 feet of proposed property

I, Ramon Oscar Gonzales, authorize Cynthia Lisa Gonzales as my agent with the City of Smithville, regarding my property located at 216 Washington Street (Lots 19 & 20, Block 70)

Ramon O Borgales 10/25/2020

Ramon O. Gonzales 703 Parr Dr.

Alice, TX 78332

512-626-0964

* Original Plat is at Tracie's Desk for viewing.

STATE OF TEXAS }{ COUNTY OF BASTROP }{

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RAMON OSCAR GONZALES, BEING THE OWNER OF LOTS 19 AND 20, BLOCK 70, OF THE ORIGINAL TOWNSITE TO THE CITY OF SMITHVILLE AS RECORDED IN PLAT CABINET NO. 1, PAGE 24A, PLAT RECORDS OF BASTROP COUNTY, TEXAS AND AS CONVEYED TO ME BY DEED RECORDED IN INSTRUMENT #202002727 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS AND DOES HEREBY AMEND SAID LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON TO BE KNOWN AS:

SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 19 & 20, BLOCK 70

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

CITY OF SMITHVILLE PLANNING & ZONING APPLICATION

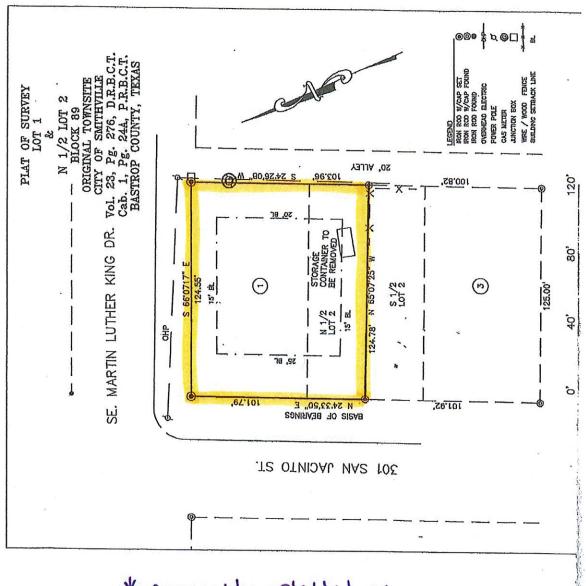
APPLICATION TYPE

Zoning Change Request:	☐ Change in Zoning Class ☐ Change in Ordinance ☑ Variance ☐ Special Exception Use ☑ Minor Plat/Subdivision ☐ Other	Number of Requests:	☐ Single ☑ Multiple
PROPERTY	DENTIFICATION	alli kuri di naumu ali kuri shadik di di sara ging kuyu dhaqo o seesuan goʻdan e cirib. An e	Met ferfest fall de final de film de f
Street Address	301 San Jacinto Sm	ithville TX	78957
*** Applicant	must submit an accurate location map and si	te plan for application t	o be considered ***
Legal description	Platted Land (please provide subdivision	, block and lot informat	ion below)
-4	Unplatted Land (please submit the meter	es and bounds description	n from deed)
Subdivision Name:	Smithville City		*
Property Tax Code:	R20790 Block Number:	89 Lot	Number: 1 + 1/2 of 2
Property Owner (as listed on Deed):	Michael Wayne Davis J	r. t Daniell	e Renae Davis
Property Owner Mailing Address:	810 Hwy 95 S. Smit	thville, TX	78957
Owner's Phone No:	512 - 845 - 1810 512 - 740 - 1105 Owner's Email:	Danielle . reno	e 527@gmail.com
Agent's Name (if applicable):			
Agent's Mailing Address:			
Agent's Phone No:	Agent's Email:		

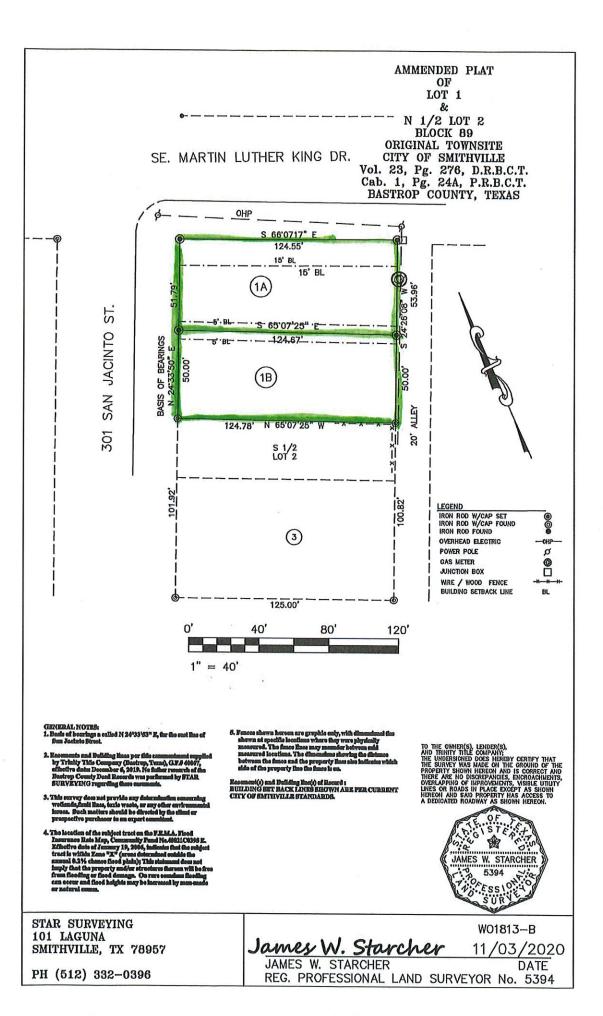
DESCRIPTIO	ON OF VARIANCE / EXC	CEPTION REQUES	Т
Current Zone Class:	SF-1 SF-2 Pro	posed Zone Class: SF-1	SF-2
	MR	MR	□ c-1 □
	C-2	C-2	C-3
	MHS MF MF	MHS	∐ MF ∐
	CF	CF	□ PD □
	CBD PD-Z	PD-Z CBD	
Describe variance			
requested:	Divide 1/2 lot Pr	1+0 2 lots.	
Describe special			
use requested:			
Reason for	La Carolosed a	lot to 1/2 min So	Vaciate St. 1
Request: (explain why	We purchased a would like to divide	into 2 lots + boi	ld 2 new
special exception is sought or why a		0 - 1/21/2	(A)
variance has been	will not meet the lot would be shy need a vouriance of buildable lot. Sou	minimum lot Si	ze required, one
requested)	lot would be sny	vanted to mal	ke it a
	held a voorword of	a lacinto being	the front street+
	our front property	line facing So	u Jacinto.
	ou from property	ina in g	350 350 1500 AVEN
	Market Parachite and a book and a book and a state of the control		
PETITION As Owner/Agent	I hereby petition the City of Smith	villa for approval of the ch	ous described requires as any deal
by the laws of the	State of Texas and Ordinances of the	e City. I understand and agre	e that the Petition fee is non-
	at I <u>must attend</u> the Planning & 2 to be considered for approval.	Zoning meeting and subsequ	ent City Council meeting in order
\mathcal{O}	M. O / M.	11/1	11
Signature: Nan	riello Danis / Mach	Date of Date	te: 11-3-2020
OFFICE USE ONLY:	Ances as a finish in custom as an amazana and an ana an	an estado en Asperbanho artique a continue a qualicar abido en Auro en consulvir en estado en Asperbanco tracia	
Fee Amount:		Fee Payment:	200
P&Z Date:		Council Date:	
Accepted By:		Date Submitted:	

Notice sent to property owners within 200 feet of proposed property

	The state of the s
. ;	VARIANCE CRITERIA EXPLANATION FORM
• • •	(for Zoning Code Variances Only)
	(This Form is required with submittal of a Variance Application. If more than one variance is requested in an application, a separate Variance Criteria Explanation Form shall be required. for each Variance. Please include additional pages as necessary.)
1)	Describe the special conditions affecting the land involved, such that literal enforcement of the regulation would result in the unnecessary hardship? This is an over sized lot and we are asking that it be divided into two separate lots. Dividing into two lots would allow us to build two smaller homes that would be more affordable.
2)	Describe the unnecessary hardship that would result due to a literal enforcement of the regulation. Keeping the lot size as is would result in only having a single family residence. This would make the house less affordable due to the oversized lot.
3)	Describe how granting the variance will not be contrary to the public interest. This variance if granted would not be conflicting with the public's interest. We would like to boild two single family residence's at a more affordable price.
4)	Describe how granting the variance will be in the spirit of the regulation. This variance woold provide for a before use of the property. If granted we would be able to provide two Single family residence and not just-one. Making two homes will allow each residence to be more affordable.
*N	of the Board / Commission: following responses were provided by the applicant and may not be consistent with the Department



* currently platted as



Item #10

STATE OF TEXAS	§	ANNEXATION AND ECONOMIC DEVELOPMENT AGREEMENT
		WITH
COUNTY OF BASTROP	§	SMITHVILLE SOLAR ONE, LLC
	§	AND
CITY OF SMITHVILLE	§	PENTRIC, INC.

This is an ANNEXATION AND ECONOMIC DEVELOPMENT AGREEMENT by and between THE CITY OF SMITHVILLE, TEXAS ("City"), SMITHVILLE SOLAR ONE, LLC. ("Owner") and PENTRIC, INC. ("Landowner"), collectively referred to hereafter as "the Parties."

WHEREAS the Landowner is owner of that certain 20.93-acre tract of land more particularly described in Exhibit A, attached hereto; and

WHEREAS the Owner desires to construct a phased solar energy development on the Property with the intent to sell solar electricity to the City pursuant to the terms included in a Power Purchase Agreement ("PPA"), executed on December 9, 2019: and

WHEREAS the Owner and the Landowner have entered into a long-term lease agreement regarding the development of the Property; and

WHEREAS the City desires to foster economic development and land use controls on the Property; and

WHEREAS, pursuant to Sections 212.172 and 380.001 of the Local Government Code, the Parties desire to enter into this Annexation and Economic Development Agreement (the "Agreement");

WHEREAS the Parties acknowledge that the Agreement is binding upon the Parties, and their respective successors and assigns for the term of the Agreement;

WHEREAS, the Agreement is to be recorded in the Official Records of Bastrop County, Texas; and

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

A. PURPOSE

The purpose of the Agreement is to provide for the annexation and economic development of the Property into the city limits of the City and to provide for the terms of annexation, in accordance with Sections 212.172(b)(7) and 380.001 of the Texas Local Government Code.

B. GENERAL TERMS AND CONDITIONS

- 1. The Parties agree that in consideration of the mutual promises stated herein, that the Owner and Landowner will petition for voluntary annexation of the Property into the City's corporate limits on or before December 31, 2020.
- 2. After filing of a petition for voluntary annexation, the City Council will act to annex the Property into the City's corporate limits.
- 3. Immediately upon annexation, the Landowner will apply for C3 Highway Commercial District zoning for the Property and the City Council shall promptly consider the approval of such application for zoning.
- 4. The Parties agree that annexation of the Property is contingent upon the City granting the Landowner's zoning application for C3 Highway Commercial District zoning for the Property. If the City Council denies the application for C3 Highway Commercial District zoning, then, within thirty (30) days after such denial, the City Council shall dis-annex the Property under other applicable provisions of Section 43.144 the Local Government Code.
- 5. The Parties agree that annexation of the Property is similarly contingent upon the following terms and conditions:
 - a. The City shall be solely responsible for all costs related to the design and installation of water and wastewater facilities (the "Improvements") to the west side of Loop 230. The City shall commence construction of the Improvements within eighteen (18) months after the annexation is finalized. Subject to standard force majeure interruptions, the City will substantially complete the Improvements within 2 ½ years after the annexation is final. Notwithstanding the above, the City shall endeavor to install the Improvements in a continuous process as expeditiously as possible, consistent with generally accepted local engineering and construction standards and practices.
 - b. The above requirement regarding the timing and construction of the Improvements does not apply to the development of infrastructure within the Property.
 - c. No impact fees as levied under Chapter 395 of the Texas Local Government Code will be assessed against the Property, but all other fees and costs, including, but not limited to, fees and costs related to the connection of the Improvements to the Property, will be due and owing as provided for in the City's Code of Ordinances.
 - d. Construction of other capital improvements in the vicinity of the property will be considered by the City on a case-by-case basis, as deemed appropriate by the City.

- e. The City shall provide an adequate number of Living Unit Equivalents (LUEs) to the Property. "Adequate number of LUEs" means the greater of (a) two (2) LUEs or (b) the number of LUEs required to support any and all cumulative land uses on the Property as are permitted or authorized under the C3 Highway Commercial District set forth in the City's Code of Ordinances on the Effective Date of the Agreement.
- f. The City shall allow all cumulative land uses on the Property as are permitted or authorized under the C3 Highway Commercial District zoning set forth in the City's Code of Ordinances on the Effective Date of the Agreement regardless of subsequent amendment of the City's zoning ordinance, unless the Owner does not construct the solar energy project as envisioned by the Agreement as described in the PPA.
- g. The Owner and Landowner shall maintain at least one (1) utility account with the City for water and wastewater services.
- h. The Owner and/or Landowner or its successor(s) and Assign(s) shall be responsible to pay all costs for the design and construction of the solar and site infrastructure.
- 6. The City shall assist and support the Owner and Landowner or its successor(s) and Assign(s), including advocating with LCRA and TXDOT on behalf of the Owner or its successor(s) and Assign(s), to facilitate expedited design, permitting, construction and operation of the solar energy facility.
- a. The Owner shall build an electric utility distribution line at its sole expense, including acquisition of easements, that will tie the solar energy facility from the Property to the City's existing distribution line, in accordance with the design shown on Exhibit "B", attached hereto. Upon completion, the new distribution "tie line" will be owned and operated by the City.
- b. The Owner shall provide an interconnection of the solar energy facility connecting across US 95 to the City's distribution line, in accordance with the Interconnection Agreement, attached hereto as Exhibit "C".

C. ECONOMIC DEVELOPMENT INCENTIVES

- 1. The City agrees to provide to the Landowner a tax reimbursement of City property taxes for a period of five (5) years, contingent upon the following:
- a. The City's incentive to the Landowner and Owner shall be calculated as a reimbursement of City ad valorem property taxes and roll-back taxes based on the percentages described below.

- b. The reimbursements shall be in effect beginning with tax year as of December 31, 2020. The Owner will be reimbursed for all taxes paid within 30-days of submitting tax receipts contingent upon meeting performance-based milestones in (c) below.
- c. The Owner agrees to meet specific performance-based milestones in order to qualify for the reimbursement. The reimbursement amounts shall be pro-rated based on the following milestones:
 - 1. The Project shall meet a construction start date of December 31, 2020. Construction start is defined as a minimum of 5% of project costs must be incurred.
 - 2. The Project shall have an in-service date of no later than December 31, 2021. In-service is defined as system operating and generating electricity.
 - 3. The Project shall be performing at a 95% (ninety-five percent) energy production rate after one year of operation. The City shall have access to real-time production / performance data as specified per the Power Purchase Agreement ("PPA"), executed on December 9, 2019. Tax rebates will be prorated if energy production / performance falls below 95% based on the following schedule:

<u>Year</u>	Solar One Performance Requirement	Percent (%) Rollback Tax Reimbursement	Percent (%) Property Tax Reimbursement
2021	Construction Complete	100%	100%
	95% or >	N/A	100%
2022 to 2025	90% - 94.99%	N/A	75%
	85% - 89.9%	N/A	50%
	<85%	N/A	0%

D. MISCELLANEOUS PROVISIONS

- 1. Actions Performable. The Parties agree that all actions to be performed under the Agreement are performable in Bastrop County and Travis County, Texas.
- 2. Governing Law. The City and Owner agree that the Agreement has been made under Secs. 43.144, 212.172 and 380.001 of the Texas Local Government Code and other laws of the State of Texas in effect on this date. The City and Owner agree that any interpretation of the Agreement at a future date shall be made under the laws of the State of Texas.

- 3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.
- 4. Complete Agreement. The Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to the Agreement.
- 5. Any amendment to the Agreement must be in writing and signed by all parties. The Agreement runs with the Property and shall bind the Property for a term of five years, unless amended by the Parties in writing.
- 6. Exhibits. All exhibits attached to the Agreement are incorporated by reference and expressly made part of the Agreement as if copied verbatim.
- 7. Notice. All notices, requests or other communications required or permitted by the Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To City:
City of Smithville
City Manager
317 Main Street
Smithville, Texas 78957

To Owner: Smithville Solar One, LLC David Cox 1727 Ben Crenshaw Way Austin, TX 78746

To Landowner:
Pentric, Inc.
Dan Lee Vogler
PO BOX 3321
Austin, TX 78764-3321

- 8. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, strike, or inclement weather.
- 9. Conveyance of Property. Prior to the sale or conveyance of any portion of the Property, the seller shall give written notice of the Agreement to the prospective purchaser or grantee, which notice can be provided through the Agreement being shown on a title commitment on the Property being provided to the prospective

purchaser. The seller of any portion of the Property shall give written notice of the sale or conveyance to the City after closing.

- 10. Continuity. The Agreement shall run with the Property and be binding on all successors and assigns of Owner.
- 11. Survival after Termination. The Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
- 12. Lien holder Consent. By signature below, the Owner's lien holder consents to the terms and conditions hereof.
- 13. Signature Warranty Clause. The signatories to the Agreement represent and warrant that they have the authority to execute the Agreement on behalf of the City and Owner, respectively.
- 14. Effective Date. The Agreement shall be effective immediately upon execution hereof by both parties, regardless of recordation in the Official Records of Bastrop County, Texas.

SIGNED as of this	day of, 202,
	CITY OF SMITHVILLE, TEXAS
	Robert Tamble City Manager
THE STATE OF TEXAS COUNTY OF BASTROP	
of	owledged before me on the , 202 by
by Robert Tamble, City Ma	anager, City of Smithville, Texas.
	Notary Public, State of Texas

A Texas limited liability company By: Smithville Solar One, LLC a Texas limited liability company its general partner By: Name: David M. Cox Its: Manager THE STATE OF TEXAS **COUNTY OF TRAVIS** This instrument was acknowledged before me on the day of by David M. Cox, a Manager of Smithville Solar One, LLC, as general partner of Smithville Solar One, LLC Notary Public, State of Texas PENTRIC, INC. A Texas corporation By: Pentric, Inc., a Texas corporation Name: Dan Lee Vogler Its: CEO THE STATE OF TEXAS **COUNTY OF TRAVIS** This instrument was acknowledged before me on the _____ day of __ 2020, by Dan Lee Vogler, as CEO of Pentric, Inc., as general partner of Pentric, Inc.

Notary Public, State of Texas

SMITHVILLE SOLAR ONE, LLC

After recording, please return to:

Sheets & Crossfield 309 E. Main Street Round Rock, TX 78664 Attn: Charles Crossfield

Phone: (512) 255-8877 Office: 512-443-1724 Fax: 512-389-0943

Email: charlie@scrrlaw.com

Exhibit A

ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SMITHVILLE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which less than three(3) qualified voters reside, herby petition your honorable body to extend the present city limits so as to include as a part of the City of Smithville, Texas, the following described territory, to wit:

Territory requested to be annexed is in two (2) tracts totalling 20.93 Acres, described by both metes and bounds, and survey drawings herein as 1st tract exhibit 1.) Titled "Pentric 20.767 Acres", pages 1-4, , dated October 13th, 2020 and adding 2nd tract exhibit 2.) Titled "Pentric 2093 sq. ft. easement" [0.163 Acres], pages 1-3, , dated August 18th, 2020, both as prepared by licensed and accredited surveyor Kevin Von Minden.

The owners propose sharing the city's cost of extending to the property, a 12" sewer line on the West side of NW Loop 230 & an 8" planned water line from East side of Loop 230.

I certify that the above described tract of land is contiguous to the City of Smithville, Texas, is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Owner's Signature

Dan Lee Vogler / CEO - Pentric, Inc. & Sole Shareholder

§ THE STATE OF TEXAS

§ COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Dan Lee Vogler, known to me to be the person whose name is subscribed to the foregoing instrument & acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this 13th day of October, 2020. (Seal)

Notary Public in and for the State of Texas

My commission expires: Lepter 202

COUNTY OF BASTROP

20.767 ACRES

All that certain tract or parcel of land containing 20.767 acres situated in the Thomas DeCrow Survey, A-27, in Bastrop County, Texas, adjacent to the Corporate Limits of the City of Smithville, being the residual of that tract described as 24.416 acres in a deed from David Fuqua, et ux, to Pentric, Inc. dated December 20, 2019 and recorded in County Clerk's File No. 201920234 of Bastrop County Real Property Records, said 20.767 acre tract being more particularly described by metes and bounds as follows:

Commencing at a point in the West right-of-way line of State Highway Loop 230 (120' wide right-of-way - Vol. 111, Pg. 600 - B.C.D.R.) for the North corner of Lot 25A of the A.G. Buescher Subdivision (Plat Cabinet 1, Slide 9B - Bastrop County Plat Records) and the North corner of the David Fuqua "Tract 2" (Vol. 2257, Pg. 746 B.C.R.P.R.), said point having a coordinate value of N=9,987,727.02 feet and E=3,299,724.73 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83(2011), from which a 1/2" iron pipe found near the North corner of said A.G. Buescher Subdivision bears North 02 degrees 41 minutes 51 seconds West, 0.29 feet;

Thence South 16 degrees 45 minutes 55 seconds East, 789.46 feet along said highway right-of-way line and the East line of said Fuqua "Tract 2" to a 1/2" iron rod found for the Southeast corner of the residual of said Fuqua tract, the Northeast corner of said (original) 24.416 acre Pentric tract and the Northeast corner of the (called) 3.649 acre Todd Henry tract (Clerk's File No. 202017195 B.C.R.P.R.);

Thence South 16 degrees 45 minutes 55 seconds East, continuing along said highway right-of-way line, 135.32 feet to a point for the most Easterly Southeast corner of said (original) 24.416 acre Pentric Inc. tract, the most Easterly Southeast corner of said Henry tract, and the Northeast corner of the (called) 0.163 acre Pentric Incorporated tract (County Clerk's File No. 202014370 B.C.R.P.R.), from which a 1/2" iron rod found bears South 73 degrees 17 minutes 36 seconds West, 0.54 feet;

Thence South 73 degrees 17 minutes 36 seconds West, departing said highway right-of-way, 231.68 feet to a point for the Northwest corner of said 0.163 acre Pentric tract, an inside corner of said (original) 24.413 acre Pentric tract and an inside corner of said Henry tract, from which a 1/2" iron rod found bears North 73 degrees 17 minutes 36 seconds East, 0.44 feet;

PENTRIC INC. 20.767 ACRES PAGE 2 OF 4

Thence South 02 degrees 41 minutes 51 seconds East, along the East line of said (original) 24.416 acre Pentric tract and said Henry tract, at 31.10 feet passing the common corner between said (called) 0.163 acre Pentric tract and the (called) 1.465 acre Pentric tract (Clerk's File No. 202014371 B.C.R.P.R.), and continuing for a total distance of 38.61 feet to a 1/2" iron rod found for the most Westerly Southeast corner of said Henry tract, the Northeast corner of the Pentric residual tract herein described and the PLACE OF BEGINNING;

Thence South 02 degrees 41 minutes 51 seconds East, along the common line between said (original) 24.416 acre Pentric tract and said 1.465 acre Pentric tract, at 237.32 feet passing a 1/2" iron rod found for the common corner of said 1.465 acre Pentric tract and the (called) 0.718 acre Catalino Soto tract (Vol. 1613, Pg. 129 B.C.O.R.), and continuing for a total distance of 340.96 feet to a 3/4" iron pipe found for the Southwest corner of said Soto tract and the Northwest corner of the (called) 2.48 acre Harley Nelson tract (Vol. 641, Pg. 629 B.C.O.R.);

Thence South 03 degrees 02 minutes 51 seconds East, along the common line between said original 24.416 acre Pentric tract, said 2.48 acre Nelson tract, the (called) 5.510 acre Collis Armstrong tract (Vol. 925, Pg. 146 B.C.O.R.) and the (called) 6.201 acre Calvary Baptist Church tract (Clerk's File #201917514 B.C.O.R.), at 845.26 feet passing a 1/2" iron rod found for the Southwest corner of said Armstrong tract and the Northwest corner of said Calvary Baptist Church tract, and continuing along said common line for a total distance of 1,274.04 feet to a 1/2" iron rod found for the Northeast corner of an existing 80 foot wide Bluebonnet Electric easement tract (Vol. 879, Pg. 818 B.C.O.R.), the Northeast corner of the residual of the 136.788 acre Susan Fuqua tract (Vol. 2190, Pg. 191 B.C.O.R.), the most Southerly Southeast corner of said Pentric tract and the most Southerly Southeast corner of the tract herein described, from which a 3/4" iron rod found for the Southwest corner of said Church tract bears South 03 degrees 02 minutes 51 seconds East, 71.02 feet;

Thence South 78 degrees 32 minutes 02 seconds West, 389.59 feet along the North line of said Bluebonnet Electric easement, also being the common line between said Pentric and Fuqua residual tracts, to a 1/2" iron rod found for the Southwest corner of said Pentric tract and the Southwest corner of the tract herein described;

Thence North 18 degrees 15 minutes 43 seconds West, departing said existing easement line, at 130.72 feet passing a 1/2" iron rod found for the Southeast corner of a (called) 18.03 acre City of Smithville Airport tract (Vol. 1030, Pg. 306 B.C.O.R.) and a corner of said Fuqua residual tract, and continuing along the common line of said Smithville Airport tract and said Pentric tract for a total distance of 838.43 feet to a 1/2" iron rod found for an angle point in said common line;

PENTRIC INC. 20.767 ACRES PAGE 3 OF 4

Thence North 09 degrees 44 minutes 17 seconds West, 722.02 feet along said common line to a 1/2" iron rod found for the Southwest corner of said 3.649 acre Henry tract and the Northwest corner of the tract herein described, from which a 1/2" iron rod found for the Northwest corner of said Henry tract and the Northwest corner of said (original) 24.416 acre Pentric tract bears North 09 degrees 44 minutes 17 seconds West, 180.80 feet;

Thence North 75 degrees 02 minutes 27 seconds East, 706.84 feet along the South line of said Henry tract to the PLACE OF BEGINNING and containing 20.767 acres.

Bearings, distances and coordinates used herein are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (2011). Convergence = +01 degree 38 minutes 31 seconds. Combined factor = 1.0000176.

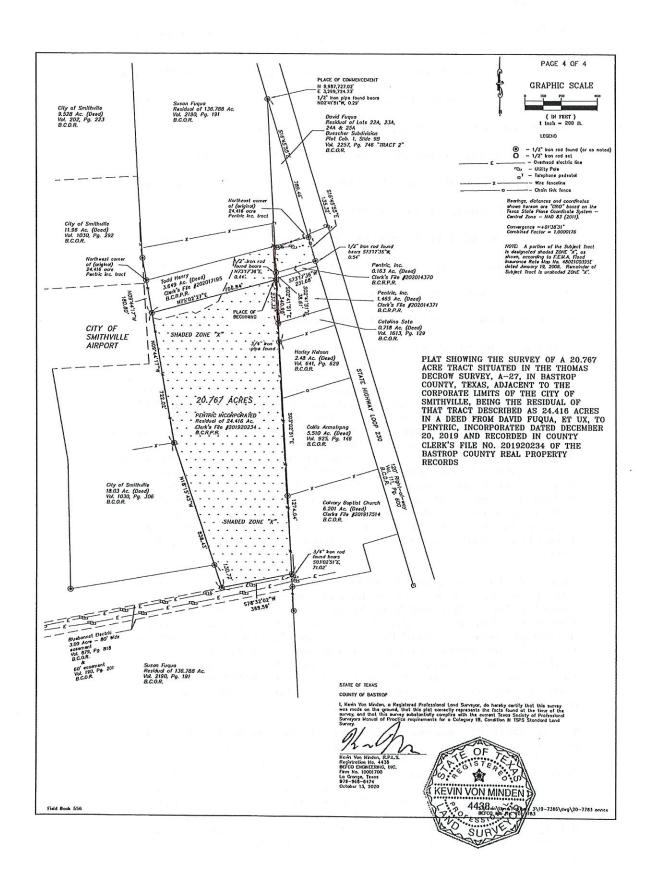
STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC. Firm No. 10001700 Consulting Engineering & Land Surveying

Kevin Von Minden, R.P.L.S. Registration No. 4438 October 13, 2020 BEFCO Job No. 20-7783 annex



STATE OF TEXAS

PENTRIC, INC.

COUNTY OF BASTROP

2,093 SQUARE FOOT EASEMENT

All that certain tract or parcel of land containing 2,093 square feet within a proposed ingress/egress easement tract situated in the Thomas DeCrow Survey, A-27, in Bastrop County, Texas, adjacent to the Corporate Limits of the City of Smithville, being part of that tract described as 24.416 acres in a deed from David Fuqua, et ux, to Pentric, Inc. dated December 20, 2019 and recorded in County Clerk's File No. 201920234 of the Bastrop County Real Property Records, more specifically being part of a 3.649 acre tract surveyed out of said Pentric, Inc. tract on July 23, 2020, said 2,093 square foot easement tract being more particularly described as follows:

Commencing at a point in the West right-of-way line of State Highway Loop 230 (120' wide right-of-way - Vol. 111, Pg. 600 - B.C.D.R.) for the most Northerly Southeast corner of the (called) 24.416 acre Pentric Inc. tract and the Northeast corner of the (called) 0.162 acre Collis Armstrong "TRACT 4-B" (Vol. 923, Pg. 436 B.C.O.R.), said point having a coordinate value of N=9,986,841.54 feet and E=3,299,991.49 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83(2011), from which a 1/2" iron pipe found near the North corner of said A.G. Buescher Subdivision bears North 16 degrees 45 minutes 39 seconds West, 925.06 feet and a 1/2" iron rod found bears South 73 degrees 17 minutes 36 seconds West, 0.54 feet;

Thence South 73 degrees 17 minutes 36 seconds West, departing said highway, 231.68 feet along the common line between said Pentric, Inc. tract and said Armstrong "TRACT 4-B", also being the South line of said 3.649 acre tract, to a point for the Northwest corner of said 0.162 acre Collis Armstrong "TRACT 4-B", an inside corner of said 24.416 acre Pentric tract, an inside corner of said 3.649 acre tract, the Northeast corner of the easement tract herein described and the PLACE OF BEGINNING, from which a 1/2" iron rod found bears North 73 degrees 17 minutes 36 seconds East, 0.44 feet;

Thence South 02 degrees 41 minutes 51 seconds East, along the common line between said (original) 24.416 acre Pentric tract, said 3.649 acre tract, said Armstrong "TRACT 4-B" and the (called) Collis Armstrong "TRACT 4-A" (Vol. 827, Pg. 181 B.C.O.R.), at 31.10 feet passing the common corner of said Armstrong "TRACTS 4-B and 4-A", and continuing for a total distance of 38.61 feet to a 1/2" iron rod found for the most Westerly Southeast corner of said 3.649 acre tract and the Southeast corner of the easement tract herein described;

PENTRIC, INC. 2,093 SQUARE FOOT EASEMENT PAGE 2 OF 3

Thence South 75 degrees 02 minutes 27 seconds West, departing said common line, 65.96 feet along the South line of said 3.649 acre tract to a point within said (original) 24.416 acre Pentric tract for the Southwest corner of the easement tract herein described, from which a 1/2" iron rod found for the Southwest corner of said 3.649 acre tract bears South 75 degrees 02 minutes 27 seconds West, 640.88 feet;

Thence North 22 degrees 44 minutes 21 seconds East, departing said South line, 47.69 feet to a point within said 3.649 acre tract for the Northwest corner of the easement tract herein described;

Thence North 75 degrees 02 minutes 27 seconds East, 45.00 feet to the PLACE OF BEGINNING and containing 2,093 square feet.

Bearings, distances and coordinates used herein are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (2011). Convergence = +01 degree 38 minutes 31 seconds. Combined factor = 1.0000176.

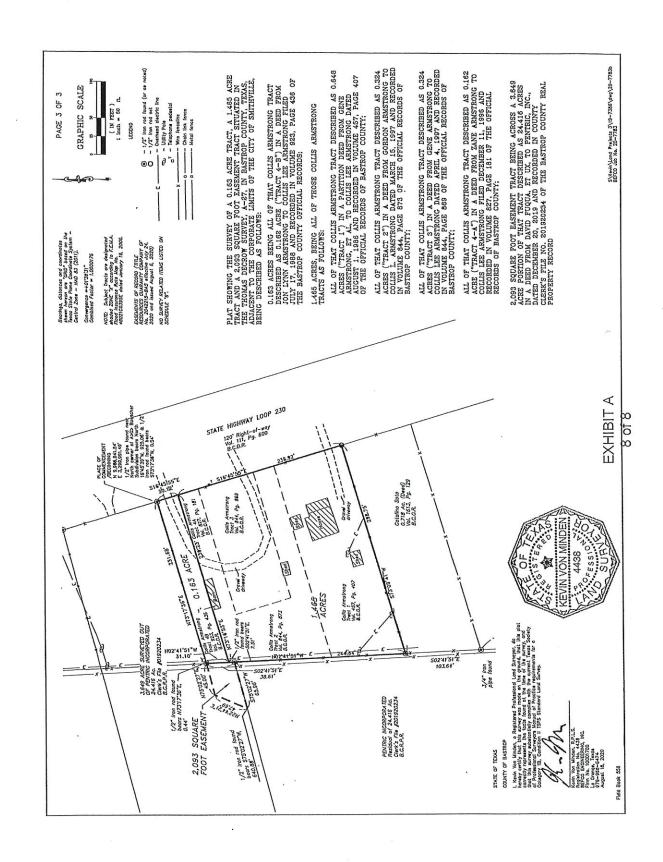
STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC. Firm No. 10001700 Consulting Engineering & Land Surveying

Kevin Von Minden, R.P.L.S. Registration No. 4438 August 18, 2020 BEFCO Job No. 20-7783(3)



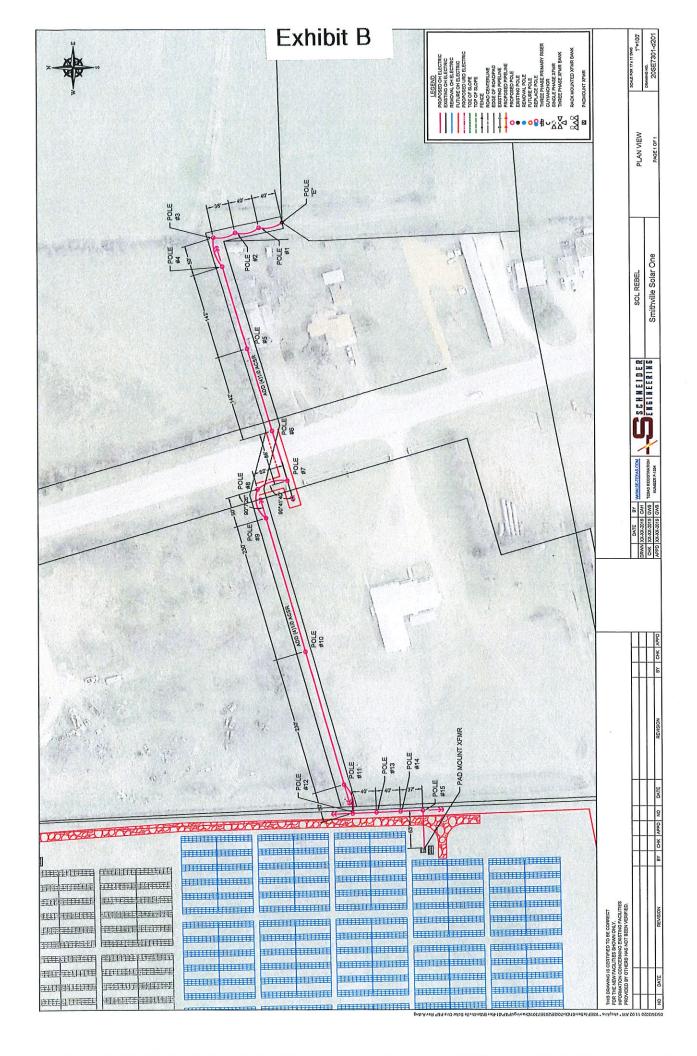


Exhibit C

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION: RENEWABLE PRODUCER

THIS AGREEMENT made this _____ day of ______, 20___, by and between <u>Smithville Solar One, LLC</u> (hereinafter referred to as the "Producer") and the <u>City of Smithville</u> (hereinafter referred to as the "City") is as follows:

- 1. Purpose. Producer owns or intends to own, install, and/or operate a Distributed Generation ("DG") facility and desires to interconnect and operate such install ation in parallel with the City's electric distribution system. This Agreement defines the relationship between the City and the Producer with regard to the Producer's DG, including terms affecting the purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.
- 2. Producer's Certification. The Producer certifies that Producer is using renewable resources with an aggregate design capacity equal to or greater than 50 kilowatts DC but less than 1 MW DC.
- 3. Producer's Distributed Generation. The DG to which this Agreement applies is described below: 996 kW AC Distributed Generation solar energy delivered to the City on their distribution line via a dedicated solar circuit to be built by Producer on behalf of the City. The solar circuit will tie directly to Smithville's existing distribution circuit defined as SL-20, Point "E" as shown on the Schneider Engineering Drawing 20SE7301-d201. A reclosure will be installed by the producer at this location to protect the circuit from point "E" back to the Primary meter pole #13.

Emergency Contact:

Name: David M. Cox

Address: 1727 Ben Crenshaw Way, Austin, TX 78746

Phone: <u>512-296-5040</u>

- 4. Terms. The City agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, and sales and purchases of electricity shall be governed by the City's Power Purchase Agreement with Producer, including any and all amendments that may hereafter be approved or ordered. SAID TARIFF INCLUDING ALL SERVICE RULES, REGULATIONS AND RATES IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE CITY'S OFFICE IN SMITHVILLE, TEXAS.
- 5. Interconnection. Prior to interconnection, the Producer shall have (a) fulfilled all requisites for the provision of electric service contained in engineering plans; (b) provided an interconnection plan and other information; (c) complied with the conditions for any facility extension; (d) provided satisfactory liability insurance; (e) signed and delivered this Agreement; (f) completed construction; (g) complied with laws; (h) given notice of intent to energize; and (i) eliminated any conditions preventing interconnection. The Producer warrants to the City that the Producer's DG is constructed, shall be maintained in a safe and reliable condition, and shall comply with the latest applicable codes.

- 6. Parallel Operation. The Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where the Producer's conductors contact the City's conductors. The electrical power generated shall be compatible with the City's standard distribution system at the point of delivery and of such quality that the City's system is not adversely affected. The Producer shall install and pay for a visible break disconnect switch on pole 13. The City shall have access to the disconnect switch and the meter at all times. A reclosure shall be installed and paid for by the producer, made operational by the producer and located at Pole "E". Pole locations are shown on the Schneider Engineering Drawing 20SE7301-d201.
- 7. Upon completion of the DG Interconnection, defined as the date the DG is energized, the City shall own, operate and maintain the dedicated solar circuit which is defined as an extension from the solar site at the Point of Interconnection to the City's distribution circuit. The Producer shall own, operate and maintain all equipment and facilities behind the meter at the Point of Interconnection. The Point of Interconnection is defined as Pole 13, where the Primary Meter is located. The City will own pole 13, the primary meter and primary metering equipment. Equipment on the producer side of the Primary meter, including pole 14 where a 3-phase gang operated disconnect switch is to be located, pole 15, and the step-up transformer will be owned by the solar producer.

8. Purchases of Electricity from Producer.

The City will pay on a monthly basis for the energy supplied by Producer to the City as specified in the PPA. The rate chosen and paid by the City to the Producer shall be an agreed upon purchase rate between the City and the Producer that will be updated annually. The City agrees to pay for the metered kWh output supplied to the solar circuit and distribution grid at the solar site (Point of Interconnection). The Producer shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy produced by the System. The producer shall pay for the installation and maintenance of advanced metering system and the meter(s) shall be capable of measuring output in 15-minute intervals. The meter shall be installed and maintained to be read remotely via an MV-90 meter reading format/system. Purchaser (and/or its designee) shall have direct access to the meter data. At its own discretion, the City of Smithville and LCRA may have a separate meter or meters, and Provider will facilitate the installation and operation if requested. Provider to be responsible for any filings with ERCOT should current requirements change or production exceeds 1 MW.

- 9. Term. The acceptance of this instrument by the City shall constitute an agreement between the Producer and the City which shall continue in force from the date service is made available by the Producer and shall continue until terminated by either party.
- 10. Breach. The failure or refusal to perform any obligation contained in this Agreement by either Party shall constitute a breach of this Agreement. The Parties shall have such remedies for breach as may be provided for by law or in equity. Notwithstanding any other provision of this Agreement, the Producer and/or the City may discontinue service if either Party has breached any portion of this Agreement by failure to make timely payment or otherwise.
- 11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the Producer and the City for the service herein described. The City, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. The Producer agrees that it is not relying on any statements not herein contained.

- 12. Assignment. This Agreement shall not be assigned by the Producer except in accordance with the articles, bylaws, and rules and regulations of the City or as specified in the PPA.
- 13. Applicable Law. This Agreement is deemed executed in the State of Texas and will be construed under the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action for enforcement of or related to this Agreement will be commenced and heard in a District Court of Bastrop County, Texas, and Producer and the City consent and submit to the jurisdiction and venue of that Court.

City of Smithville	Smithville Solar One, LLC	
Ву:	Ву:	