



**Mayor**  
Ron Silvia  
**Mayor Pro Tempore**  
Ben White  
**City Manager**  
Glenn Brown

**Council Members**  
John Hupp  
Ron Gay  
Lynn McIlhenny  
Chris Scotti  
David Ruesink

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**Agenda**  
**College Station City Council**  
**Workshop Meeting**  
**Thursday, December 14, 2006 1:30 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action, and discussion regarding College Station 2007 State Legislative Program.
3. Presentation, possible action, and discussion regarding proposed annexation areas and related cost considerations.
4. Presentation, possible action, and discussion regarding the appointment of an Internal Auditor.
5. Presentation, possible action and discussion regarding the status of a site development plan for a new City Hall.
6. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
7. Presentation, possible action, and discussion regarding upcoming events and/or meetings of the College Station City Council.
8. Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister

City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, (see attached posted notices for subject matters).

9. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, Brazos County, College Station v. Wellborn Special Utility District
- e. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, JK Development v. College Station
- g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
- h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
- i. Cause No. GN-502012, Travis County, TMPA v. PUC (College Station filed Intervention 7/6/05)
- j. Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.
- k. Possible settlement water CCN with Wellborn
- l. Possible settlement of sewer CCN issue
- m. Legal aspects of Lease Agreements for No. 4 Water Well and possible purchase of or lease of another water site from City of Bryan
- n. C.C.N. Issue for Sewer & Water regarding possible overlaps by City of College Station and City of Bryan

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

1. Proposed city convention center and associated privately developed hotel.
  2. Large Sporting Outlet
  3. UCS, Reynolds and Reynolds
  4. Data Center
- 
10. Final Action on executive session, if necessary.
  11. Adjourn.

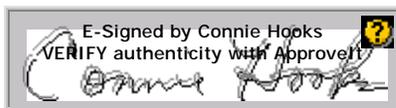
APPROVED:



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City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the December 14, 2006 at 1:30 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda  
Posted this 11<sup>th</sup> day of December, at 1:30 p.m.



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City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on December 11, 2006 at 1:30 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official board at the College Station City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.  
CITY OF COLLEGE STATION, TEXAS

By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ Notary Public – Brazos County, Texas

My commission expires: \_\_\_\_\_

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, December 14, 2006 at 7:00 p.m.**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

12. Pledge of Allegiance, Invocation, Consider absence requests, presentation of Boot Award by Mayor of the City of Bryan, Brazos Valley Troupe, and Recognition of the Police Department

Hear Visitors: Any citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

**Consent Agenda**

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will please state their name and address for the record and provided three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

**Vision Statement I - Core Services**  
***Professionals providing world-class customer focused services at a competitive cost through innovation and planning.***

- 13.1 Presentation, possible action, and discussion regarding the City of College Station's appointment of one director to the Brazos Valley Groundwater Conservation District, with the approval of the Brazos County Commissioner's Court.
- 13.2 Presentation, discussion, and possible action regarding Change Order No. 2 to a contract with Brown Reynolds Watford Architects, Inc. (BRW) for the Fire Station No. 5 Project.

- 13.3 Presentation, possible action, and discussion regarding a resolution determining the public necessity to acquire right-of-way and easement interests for the Rock Prairie Road Widening Design and ROW Project.
- 13.4 Presentation, possible action, and discussion to approve one (1) Pipeline Crossing Agreement for the Wellborn Road Utilities Relocation Project. The permit is required to bore under the railroad bed to install a water distribution line.
- 13.5 Presentation, possible action and discussion regarding renewal of an annual contract with Young Contractors for the Installation of Hot Mix Asphalt, MC-30/AEP Emulsified Asphalt and RC-2 Winter Patch Asphalt, at a cost that includes an increase of the approved 5% over the current \$507,000.00. The amount for the renewed contract is \$532,350.
- 13.6 Presentation, possible action, and discussion on the award of a construction contract between Smiling Mallard Development, Ltd. and Brazos Valley Services for the construction of a 6-inch and 8-inch gravity sewer line in the City's ETJ.
- 13.7 Presentation, possible action, and discussion for an exception to Policy to allow Indivisa Corporation to construct sewer infrastructure necessary to connect the upcoming phases of Great Oaks Estates to the City sewer system.
- 13.8 Presentation, possible action, and discussion regarding approval of a software license agreement and award of RFP 06-129 to Survalent Technology Corporation for an upgrade to the Electric Utilities Supervisory Control and Data Acquisition System (SCADA) in an amount not to exceed \$99,800.
- 13.9 Presentation, possible action, and discussion on the second reading of an ordinance granting a non-exclusive medical waste hauling franchise agreement to Tejas Medical Waste.
- 13.10 Presentation, possible action, and discussion regarding Northgate Tax Increment Reinvestment Zone #16 Participation Agreement with Brazos County.
- 13.11 Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-086 with Malcolm-Pirnie in the amount of \$224,335 to provide the design package and construction management services for the Parallel Collection Line.
- 13.12 Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-068 with Malcolm-Pirnie in the amount of \$168,000 to provide the design package and construction management services for Well 7.
- 13.13 Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-085 with Malcolm-Pirnie in the amount of

\$177,598 to provide the design package and construction management services for the Well 7 Collection Line.

- 13.14 Presentation, possible action, and discussion on approving a renewal of an annual agreement for gasoline and diesel fuel, contract #05-056, with Brenco Marketing Corp. totaling \$1,267,340.00.
- 13.15 Presentation, possible action and discussion on an annual purchase agreement for various Automotive and Truck Parts, Bid #07-23. Recommend award to the lowest, responsible bidder meeting specifications with estimated annual expenditures to NAPA Auto Parts for \$53,500, and to Truckmotive, Inc. for \$48,500, total award request \$102,000.00.

**Vision Statement IV – Economic Development**  
***Professionals promoting a robust, sustainable, growing, and diverse economic environment.***

- 13.16 Presentation, possible action and discussion regarding amendment of Funding Agreement with Research Valley Partnership.
- 13.17 Presentation, possible action and discussion on a resolution supporting a community investment incentive for the Texas Institute for Preclinical Studies (TIPS).

**Vision Statement II – Parks and Leisure Services**  
***Professionals providing a wide range of leisure, recreational, educational, and cultural opportunities***

- 13.18 Presentation, possible action, and discussion regarding a resolution requesting that the Governor and members of the 80th Texas Legislative session support increased funding for the Texas Recreation and Park Account Local Park Grant Program and Texas State Park Funding.
- 13.19 Presentation, possible action and discussion regarding a resolution of the City Council of the City of College Station, Texas, approving and setting fees for Parks and Recreation activities and facilities.
- 13.20 Presentation, possible action, and discussion regarding Change Order Number Three in the amount of \$54,356.00 to the professional services contract (Contract Number 04-221) with O'Malley Engineers, L.L.P., for additional design services for the Veterans Park & Athletic Complex Phase II project.
- 13.21 Presentation, possible action, and discussion regarding approval of a resolution awarding contract number 07-052, a Construction Contract with CLM

Construction, in the amount of \$56,840.00 for the construction of a sidewalk cover at the north entrance of Lincoln Center. The Project Number is PK 0602.

- 13.22 Presentation, possible action, and discussion regarding a resolution awarding a Professional Services Contract (Contract Number 07-082) to Arkitex Studio, Inc., for design services related to a replacement bathhouse for Adamson Lagoon in the amount of \$90,000.00 and a resolution declaring to reimburse certain expenditures with proceeds from debt.

### **Regular Agenda**

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

***Vision Statement IV – Economic Development***  
***Professionals promoting a robust, sustainable, growing, and diverse economic environment.***

- 14.1 Presentation, possible action and discussion regarding a Development Agreement with Lonestar – College Station Golf Academy, Ltd.
- 14.2 Presentation, possible action and discussion regarding an Economic Development Agreement with Reynolds and Reynolds Company.

**Vision Statement III – Planning and Development**

***Professionals who plan and develop a sustainable community balancing neighborhood and community interests.***

- 14.3 Public hearing, presentation, possible action, and discussion regarding an ordinance rezoning 13.57 acres located at 2301 Earl Rudder Freeway South, in the general vicinity of the northeast corner of the intersection of Horse Haven Lane and Earl Rudder Freeway South, from A-O (Agricultural Open) to C-1 (General Commercial).
- 14.4 Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Article 3 of the Unified Development Ordinance, regulating the applicability of development plats in the City of College Station and its extraterritorial jurisdiction.

**Vision Statement I - Core Services**

***Professionals providing world-class customer focused services at a competitive cost through innovation and planning.***

- 14.5 Presentation, possible action, and discussion regarding the appointment of committee members to the Bryan/College Station Library Committee to fill two positions that expire in December and one position on the Joint Relief Funding Review Committee.
- 14.6 Presentation, possible action and discussion regarding the status of a site development plan for a new City Hall.
15. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for December 14, 2006.
16. Final action on executive session, if necessary.
17. Adjourn.

If litigation issues arise to the posted subject matter of these Council Meetings an executive session will be held.

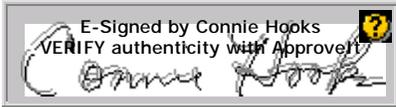
APPROVED:

E-Signed by Glenn Brown  
VERIFY authenticity with ApproveIt   


City Manager

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Posted this the 11<sup>th</sup> day of December, 2006 at 1:30 p.m.



City Secretary

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.

By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public – Brazos County, Texas

My commission expires: \_\_\_\_\_

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**December 14, 2006  
Workshop Agenda  
College Station 2007 Legislative Program**

**To:** Glenn Brown, City Manager

**From:** Kathy Merrill, Assistant City Manager

**Agenda Caption:** Presentation, possible action, and discussion regarding College Station 2007 State Legislative Program

**Recommendation(s):** Council is requested to adopt its 2007 State Legislative Program and to direct the City Manager to pursue the priorities as established by Council.

**Summary:** Staff is requesting Council consideration of three (3) different elements of the 2007 State Legislative Program.

First, Council consideration and support of the 2007 TML Resolutions and the Tex-21 Regional and Local Resolutions as a part of the Council's legislative package for 2007. Both organization's Legislative Programs have had active involvement by College Station Council members and city staff.

Second, the Council is also being requested to establish legislative priorities for the City of College Station. Staff recommends the following legislative priorities for Council consideration:

**1) Extension of Thoroughfare Plan into the County**

Currently, the City's Thoroughfare Plan applies only to the incorporated city and the ETJ. As the city annexes and extends the ETJ development blocks plan routes established by the Thoroughfare Plan. The staff in conjunction with the Council's Transportation Committee recommends the Council adopt extension of the Thoroughfare Plan into the County as a Legislative Priority. Discussions have been coordinated with Brazos County and City of Bryan on this proposal.

**2) Sales Tax Extension**

The Council is requested to establish as one of the Legislative priorities the extension of sales tax on a local option basis with the proceeds dedicated to transportation. The Council has previously discussed the extension of sales tax capability as a cornerstone of the Council Transportation Strategy. TEX 21 has also adopted a strong position of support to request the Legislature to permit cities increase sales taxes on a local option basis.

**3) Appraisal and Revenue Caps**

The Governor's Special Task Force on Revenue and Appraisals Caps is preparing to make several recommendations which will likely be submitted as a part of the Governor's legislative package. The significance to College Station to limit revenue and or appraisal values could be devastating. The staff strongly recommends the opposition to any legislation that would limit the City's ability to raise revenue to support city service requirements.

#### **4) Texas Recreation and Parks Account**

State appropriations for the Texas Recreation & Parks Account (TRPA) Local Park Grant Program have been drastically reduced during the last two legislative sessions. TRPA is a grant program administered by the Texas Parks & Wildlife Department that provides matching grants to local governments for parkland acquisition and development. The annual appropriation of funds for the TRPA prior to the 78<sup>th</sup> Legislature was \$15.5 million. TRPA was reduced to \$13 million annually during the 78<sup>th</sup> Legislative Session and to \$5.6 million for the current biennium. These funds have a direct impact on the local community by providing financial assistance in developing essential park facilities for our citizens and for visitors to this area. In addition, this program may provide funds for the acquisition and development of the proposed 10,000 acre regional park in Grimes County. Staff recommends support of this legislation and approval of a resolution of support.

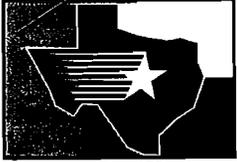
Finally, we are submitting the College Station Legislative Program document demonstrating how we will manage legislative affairs.

**Budget & Financial Summary:** None.

**Attachments:** Hard Copy provided of the 2007 TML Legislative Resolutions. Also refer to the TML website to review each resolution in its entirety.

2007 Tex-21 Resolutions

2007 College Station Legislative Program


**2006 TEX-21 OFFICERS**

 KENNETH A. MAYFIELD, CHAIR  
Dallas County Commissioner

 MARK SCOTT, SECRETARY  
Corpus Christi Councilmember

 BILL BLAYDES, TREASURER  
Dallas Councilmember

 ROBERT ECKELS, VICE CHAIR  
Harris County Judge

 JACK MILLER, VICE CHAIR  
Former Denton Mayor

## 2007 TEX-21 STATE COMMITTEE RESOLUTIONS

### DRAFT

### 80<sup>TH</sup> TEXAS LEGISLATURE

#### Summary

**2006 VOTING MEMBERS:**

ADDISON\* Greg Hirsch  
 ALICE\* Raymundo S. Garcia  
 ALLEN\* Peter Vargas  
 ALLIANCE FOR I-69 TEXAS\* Rose Hernández  
 BEE COUNTY\* Jimmy Martinez  
 BOWIE COUNTY\* James Carlow  
 BRAZOS COUNTY\* Randy Sims  
 BROWNSVILLE\* Eddie Treviño, Jr.  
 BURLESON\* Ken Shetter  
 CARROLLTON\* Becky Miller  
 CEDAR HILL\* Robert K. Franke  
 COLLEGE STATION\* Ron Silvia  
 COLLIN COUNTY\* Jack Hatchell  
 COPPELL\* Jayne Peters  
 CORPUS CHRISTI\* Mark Scott  
 DALLAS\* Bill Blaydes  
 DALLAS COUNTY\* Kenneth A. Mayfield  
 DALLAS AREA RAPID TRANSIT\* Gary Thomas  
 DEL RIO\* Representative Pending  
 DENTON\* Pete Kamp  
 DE SOTO\* Michael Hurtt  
 DUNCANVILLE\* Kent Cagle  
 EL PASO\* John Cook  
 FARMERS BRANCH\* Bob Phelps  
 FOREST HILL\* Karen Davis  
 FORT WORTH\* Mike Moncrief  
 FRISCO\* Mike Simpson  
 GRANBURY\* David Southern  
 GRAND PRAIRIE\* Jim Swafford  
 GRIMES COUNTY\* Frank Glass  
 HARRIS COUNTY\* Robert Eckels  
 HIDALGO COUNTY\* Ramon Garcia  
 HILLSBORO\* Will Lowrance  
 HOPKINS COUNTY\* Cletis M. Millsap  
 HOUSTON\* Michael Berry  
 HUTCHINS\* ARTS JOHNSON  
 IRVING\* Rick Stopfer  
 KELLER\* Lyle H. Dresher  
 KILLEEN\* Connie Green  
 LANCASTER\* Joe Tillotson  
 LAREDO\* Representative Pending  
 LUBBOCK\* Tom Martin  
 MCKINNEY\* Thad Helsley  
 MELISSA\* David Dorman  
 MESQUITE\* Mike Anderson  
 MIDLAND\* Rick Menchaca  
 MIDLOTHIAN\* Boyce Whatley  
 MOTRAN ALLIANCE, INC.\* James Beauchamp  
 NORTH RICHLAND HILLS\* Oscar Trevino  
 NORTH TEXAS TOLLWAY AUTHORITY  
 \*Allan Rutter  
 PEARLAND\* Bill Eisen  
 PHARR\* Raul Gonzalez  
 PLANO\* Scott Johnson  
 PORT OF BROWNSVILLE\* Peter Zavaletta  
 PORT OF HOUSTON\* Jim Edmonds  
 PORTS-TO-PLAINS TRADE CORRIDOR COALITION  
 \*Michael Reeves  
 RICHARDSON\* John A. Murphy  
 ROCKWALL\* Julie Couch  
 ROWLETT\* Shane Johnson  
 SAN ANTONIO\* Phil Hardberger  
 SULPHUR SPRINGS\* Marc Maxwell  
 TARRANT COUNTY\* B. Glen Whitley  
 TEMPLE\* David Blackburn  
 TEXARKANA\* George T. Shackelford  
 TEXAS CITY\* James F. McWhorter  
 WAXAHACHE\* Jay Barksdale  
 WYLE\* Mark Roath

\* Co-CHAIRS

**2006 ASSOCIATE MEMBERS:**

AAA TEXAS\* ANNE O'RYAN  
 ECONOLITE\* Doug Henderson  
 HARRISON, WALKER, & HARPER, L.P.  
 \* Chip Harper  
 URS CORPORATION\* Cinde Gilliland

**2006 RESOURCE AGENCIES:**

TEXAS TRANSPORTATION INSTITUTE

- 2006.11-7. Support the discontinuation of the diversion of transportation user revenues to non-transportation uses and the appropriation of all revenue generated from highway user fees and taxes to fund transportation.
- 2006.11-8. Encourage the Texas State Legislature to support the indexing of the state motor fuels tax, enabling the tax to increase with growth in the economy.
- 2006.11-9. Reallocate \$235 million of highway user fees and taxes from the General Revenue Fund to the Texas Mobility Fund and redirect existing oversize/overweight permit and registration fees to that Fund.
- 2006.11-10. Support the appropriation and allocation of all funds collected under the Texas Emissions Reduction Plan and use such funds for emission reductions and other related programs that aim to improve and manage Texas' air quality, as well as support the extension of TERP through 2013.
- 2006.11-15. Support life-saving state legislation requiring children to be secured in an age and height appropriate child safety seat system until age 8 unless 4'9" tall.

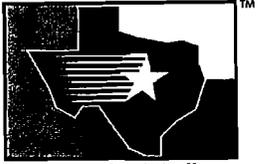
DEAN INTERNATIONAL, INC.

PUBLIC POLICY CONSULTANTS

8080 PARK LANE, SUITE 600 • DALLAS, TEXAS 75231

Phone (214) 750-0123 • Fax (214) 750-0124

www.TEX21.net • TEX-21@dean.net



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**2006 TEX-21 OFFICERS**

KENNETH A. MAYFIELD, CHAIR  
Dallas County Commissioner

MARK SCOTT, SECRETARY  
Corpus Christi Councilmember

BILL BLAYDES, TREASURER  
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ECONOLITE \* Doug Henderson  
HARRISON, WALKER, & HARPER, L.P.  
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**2006 RESOURCE AGENCIES:**

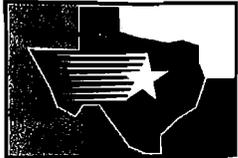
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**2007 TEX-21 FEDERAL COMMITTEE RESOLUTIONS****DRAFT****110<sup>TH</sup> UNITED STATES CONGRESS****Summary**

- 2006.11-1. Encourage the Texas Congressional Delegation to pursue an increase of the rate of the return on federal gas tax dollars for the State of Texas, calling for continued improvement in that rate of return to a level of 95 cents per federal tax dollar paid.
- 2006.11-2. Encourage the Texas Congressional Delegation to support the indexing of the federal motor fuels tax and to enable the tax to increase with growth in the economy.
- 2006.11-3. Encourage the Texas Congressional Delegation to oppose tolling of existing interstate highway systems and to support ability to toll new highway capacity, keeping all toll revenues collected in this manner within the region in which they are received.
- 2006.11-4. Encourage the Texas Congressional Delegation to support increasing the number of Customs and Border (CBT), as well as U.S. Department of Agriculture (USDA), officers in Texas to enhance both security and efficiency at Texas ports.
- 2006.11-5. Encourage the Texas Congressional Delegation to support the authorization of funds for rail freight and passenger security improvements and for mass transit security programs.
- 2006.11-6. Encourage the Texas Congressional Delegation to eliminate barriers to transportation operations and to encourage coordination between the Public Transportation and Health and Human Services Committees.

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Dallas Councilmember

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Harris County Judge

**JACK MILLER, VICE CHAIR**  
Former Denton Mayor

## 2007 TEX-21 TRANSIT COMMITTEE RESOLUTIONS DRAFT

- 2006.11-14. Encourage the capitalization of the Rail Relocation Improvement Fund and the location of revenue sources not currently diverted to Fund 006.
- 2006.11-11. Support raising the cap on sales tax to be used exclusively for transportation improvements and empower cities and counties with the ability to enact local option transportation taxes with local voter approval.
- 2006.11-5. Encourage the Texas Congressional Delegation to support the authorization of funds for rail freight and passenger security improvements and for mass transit security programs.
- 2006.11-6. Encourage the Texas Congressional Delegation to eliminate barriers to transportation operations and encourage coordination between the Public Transportation and Health and Human Services Committees.

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Former Denton Mayor

**2007 TEX-21 REGIONAL AND LOCAL COMMITTEE  
RESOLUTIONS  
DRAFT**

- 2006.11-11. Support raising the cap on sales tax to be used exclusively for transportation improvements and empower cities and counties with the ability to enact local option transportation taxes with local voter approval.
- 2006.11-12. Support options for counties to address land use in rapidly growing unincorporated areas and empower counties with the ability to prevent substandard public works initiatives in unincorporated areas.
- 2006.11-13. Support the appropriation and allocation of all funds collected for the purpose of the Low Income Vehicle Repair and Assistance Program and the use of such funds for emission reduction for other programs that can reduce mobile source air pollution.

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# College Station Legislative Program

## Purpose

The purpose of the College Station Legislative Program is to influence legislation at the state and federal levels which impact the City of College Station.

## Program Goals

There are four (4) goals for the legislative program to implement the program purpose.

- 1) Establish regular communications with legislative delegation at both the state and federal levels.
- 2) Develop a comprehensive legislative program with other community actors (City of Bryan, BCS Chamber of Commerce, CISD, TAMU, RVP, BISD, Brazos County).
- 3) Lend College Station's voice to important legislative issues.
- 4) Identify and develop an annual legislative package which identifies College Station's specific requests for legislative actions.

## Strategies and Actions

### Strategy 1 – Communicate with legislative delegation

Communication with our legislative delegation is critical to our success. Regular quality communications with our legislative delegation provides a deeper understanding of our issues and concerns while assisting the City to understand constraints and needs of our delegation.

- Establish quarterly meetings with members of State delegation.
  - 1) Formulate meeting agenda(s)
  - 2) Identify College Station representatives
  - 3) Coordinate agenda with legislative consultant
  - 4) Schedule meeting
  - 5) Maintain meeting notes
  - 6) Follow-up on meeting discussion
    - i) Thank you notes
    - ii) Commitments made
    - iii) Response to specific requests
  
- Establish semi-annual meetings with members of Federal delegation.
  - 1) Formulate meeting agenda(s)
  - 2) Identify College Station representatives
  - 3) Coordinate agenda with legislative consultant
  - 4) Schedule meeting
  - 5) Maintain meeting notes
  - 6) Follow-up on meeting discussion
    - i) Thank you notes
    - ii) Commitments made
    - iii) Response to specific requests

- Place legislative delegation and key staff on “Important Issues and Events” distribution list for City activities.
  - 1) Identify type of issues and activities to communicate to delegation
  - 2) Identify the best format to communicate “Important Issues and Events”
  - 3) Assign point of responsibility for on-going management of communication of “Important Issues and Events”
- Communicate College Station’s position on key issues and concerns coming before the delegation
  - 1) Texas Municipal League legislative agenda items
  - 2) Legislation impacting College Station

**Strategy 2 – Develop Comprehensive legislative program with other community actors.**

- Develop legislative package which identifies and supports activities and actions of other community actors.
  - 1) Use IGC as a vehicle to identify and develop “Joint Legislative Initiatives for Brazos Valley”
  - 2) Communicate with delegation “Joint Program”
  - 3) Support efforts of other community partners with legislative delegation.
- Conduct joint legislative briefing with actors
  - 1) Invite legislation delegation to brief community actors on legislative issues
  - 2) Invite College Station legislative consultants to participate
  - 3) Develop specific game plan from briefing

**Strategy 3 – Lend College Station’s voice to important legislative issues.**

- Identify important legislative issues which College Station needs to speak to.
  - 1) Identify through staff and Council important issues
  - 2) Develop position on issue
  - 3) Present issue to Council for consideration
  - 4) Prepare necessary documentation to communicate position
  - 5) If appropriate, designate College Station official to speak to the issue in appropriate forum

**Strategy 4 – Develop and implement College Station legislative program.**

- Identify specific legislative concerns, issues, and opportunities
  - 1) Request staff and Council identification of issues
  - 2) Develop issues and concerns
  - 3) Present to Council (consider Council legislative committee)
  - 4) Present to legislative delegation
  - 5) Present to community partners (Joint Legislative Forum)
  - 6) Prepare legislative proposal
  - 7) Request legislative delegate sponsorship
  - 8) Develop support with other cities
- **Strategy 5 – Recognize legislative delegation for their work**
  - 1) Develop annual legislative breakfast, lunch, dinner “Thank You”
  - 2) When appropriate, specific “thank you” through media releases and acknowledgements through City communication channels

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ESTABLISHING THE 2007 LEGISLATIVE AGENDA FOR THE CITY OF COLLEGE STATION.

WHEREAS, the City Council of the City of College Station, Texas, is committed to an active legislative program on behalf of the citizens of College Station; and

WHEREAS, the City Council of the City of College Station, Texas, has reviewed the legislative programs developed by the Texas Municipal League and TX 21; and

WHEREAS, the City Council of the City of College Station, Texas, has identified specific legislative priorities for the City of College Station, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby supports the Legislative Program as adopted by the Texas Municipal League.

PART 2: That the City Council hereby supports the State Legislative Program adopted by TX 21.

PART 3: That the City Council hereby sets as the legislative priorities for the City of College Station for the 2007 Legislative Session the following items:

- a. Extension of Thoroughfare Plan beyond the Extra-territorial Jurisdiction
- b. Sales Tax Extension to provide funding for transportation improvements
- c. Oppose the imposition of Revenue and Appraisal Caps
- d. Support Texas Recreation & Parks Account (TRPA) Local Park Grant Program

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 14th day of December, A.D. 2006.

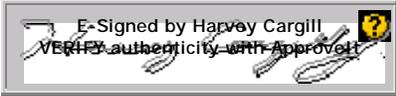
ATTES T:

APPROVED:

-----  
CONNIE HOOKS, City Secretary

-----  
RON SILVIA, Mayor

APPROVED:



-----  
City Attorney

**December 14, 2006  
Workshop Agenda  
Annexation – Exempt Areas**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning and Development Services

**Agenda Caption:** Presentation, possible action, and discussion regarding proposed annexation areas and related cost considerations.

**Recommendation(s):** The Planning & Zoning Commission heard this item at a special meeting on 5 December and unanimously recommended moving forward with the annexation of the four exempt areas identified by staff. The Commission also recommended two additional areas be considered for annexation under the exempt status. Staff will present information on the two additional areas identified by the Commission at the meeting.

**Summary:** The purpose of this item is to provide Council an opportunity to discuss areas identified for annexation under the exempt status. On 22 June 2006, Council received a report on annexation policy. At that meeting, Council directed staff to pursue an annexation strategy involving exempt areas and areas that could be placed in a three-year plan. The 2006-2007 Strategic Plan identifies the annexation of exempt areas as an "A" (absolute must do).

Cities consider annexation for many reasons, including securing tax base, providing for utility planning, ensuring good land use and thoroughfare planning, providing for safe building construction as well as providing room for orderly growth.

Staff has identified four areas (totaling 3,411 acres) to be considered for possible annexation under the exempt status at this time. A 3-year annexation plan is also being developed and will be presented to Council in 2007. A report summarizing the impacts and costs associated with annexing the proposed areas is attached. The report will also be presented at the Council workshop for discussion.

**Budget & Financial Summary:** See Fiscal Impact Analysis included in Annexation Cost Considerations.

**Attachments:**

1. Annexation Cost Considerations
2. Current Annexation Plan
3. Recent Annexation History
4. ETJ Development Trends
5. Annexation Areas Map
6. Area 1 SAM
7. Area 2 SAM
8. Area 3 SAM
9. Area 4 SAM

# **Annexation Cost Considerations**



## **Summary Report**

**30 November 2006**

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## **Annexation Cost Considerations Summary Report**

There are many reasons a city considers annexation. These include securing tax base, providing for utility planning, ensuring good land use and thoroughfare planning, providing for safe building construction as well as providing room for future population growth. As areas on the periphery of a city begin to develop and use city services it is also important to consider bringing them into the city limits. Historically annexation has been a very important factor in sustaining the population growth of Texas cities. Annexation is a growth strategy and has been a critical one for Texas cities in the past. Recent legislative changes have made annexation more difficult and there are many considerations in using this strategy in any community.

A part of any annexation consideration must include the capital expenditures that are anticipated, the ultimate costs and revenues anticipated at build-out (the fiscal impact analysis), and the immediate impacts on city services the "day after" annexation. This report is intended to present all of these cost considerations. There are four areas being considered for possible annexation under the exempt status at this time.

### **Area Descriptions**

**Area #1** is generally located at the intersection of Raymond Stotzer Parkway and Turkey Creek Road. This area contains 102 acres. Land uses consist of approximately six residential units and a recently constructed church. There are also two telecommunication towers located within this area. The area has approximately one mile of public roadway.

**Area #2** is generally located at the intersection of SH 30 and William D. Fitch Parkway. This area contains 1,756 acres and has five residential units. There are zero miles of public roadway in this area.

**Area #3** is generally located at the intersection of Rock Prairie Road West and Jones-Butler Road. This area contains 1,101 acres. There are over 600 residential units located in this area, the majority of which are manufactured homes. There are approximately 4.2 miles of public roadway in this area.

**Area #4** is a 452-acre area located south of Greens Prairie Road West and bisected by Greens Prairie Trail. There are 13 residential units in this area and approximately 2.5 miles of public roadway.

## **Annexation Considerations**

In order to provide for a stable tax base, provide for wastewater planning, ensure good land use and thoroughfare planning, provide safe building construction, and secure room for future population growth, all areas should be considered for annexation. Additionally, Area #1 is virtually surrounded by the City, effectively creating a doughnut effect. Property for the new City cemetery is also located within Area #1. Area #2 will ensure that the City is able to control the SH 30 corridor as the majority of the SH 30 frontage within this area is undeveloped. Securing the property in Area #2 also enables land use and thoroughfare planning ahead of development. Areas #3 and #4 are being recommended for annexation in response to development pressure. The city is aware of proposed residential development in each of these areas. The development planned for these areas are higher in density than we have witnessed in the past and staff is concerned about the lack of building permit authority in the ETJ. Annexing these areas now will enable the City to issue building permits and perform safety inspections as construction progresses.

The Brushy Special Utility District has the service territory for a portion of Annexation Area#1. However, the City of College Station Water CCN covers the majority of this area. Water for Area #2 is served by Wickson Creek Special Utility District. Areas #3 and #4 are totally within the Wellborn Special Utility District's service area. Electrical power for all areas identified for annexation is provide by Bryan Texas Utilities (BTU).

Chapter 43 of the Texas Local Government Code allows Cities to annex up to ten percent of its size in any given year. This amount is allowed to be accrued and can accumulate for up to three years. Since College Station has not annexed in the past three years, the City may annex up to 30 percent of the current size. This enables the City to annex approximately 9,081 acres. The total acreage under consideration is 3,411 – approximately 37% of the area available for annexation under State law.

## **Immediate Impacts Upon Annexation**

The first cost consideration involves those services that must be provided immediately upon annexation. These include police services, fire services, emergency medical services, code enforcement, solid waste collection, public R.O.W. maintenance, utility maintenance (as applicable) and building permitting and inspections. The Departments responsible for these services have provided information to assess the potential impact of annexing the areas under consideration. The following is a summary of the initial impact by Department.

### **Police Services**

The areas proposed for annexation should not have an adverse impact on the Police Department's ability to provide services. The land uses as proposed, do not create a need for more officers at this time. There is a possibility that beats will have to be restructured to adequately distribute any additional workload. The Police Department will monitor and address issues as the areas proposed for annexation are built out and a larger demand for emergency services is necessary.

### **Fire Services**

Annexation of all areas will have a significant impact on the Fire Department's service levels. As with any potential annexation there will be impacts on the Fire Department's ability to deliver services within designated drive times. As a result of these annexation processes there will also be a significant need to add additional resources to the fire department to meet the service demands. It is projected that a new Fire Station that houses staffing for one Fire Engine and one Ambulance will need to be built on the East end of William D. Fitch Parkway near the SH 30 intersection and a new Fire Station that houses staffing for one Fire Engine and one Ambulance will need to be built on the West end of Greens Prairie near the Royder Drive intersection. The purchase of a minimum of a 2,500 gallon water tanker and a grass firefighting truck will also need to be purchased to protect the off-road and non fire hydrant areas. The College Station Fire Department will continue to work with the Brazos County Volunteer Fire Departments through existing mutual aid agreements to protect these response areas as growth occurs. It is important to note that the addition of these areas may negatively impact the City's next ISO evaluation.

Following are comments for each of the proposed annexation areas for Fire Protection, Emergency Medical Services, and Code Enforcement Services.

#### **Area #1 - Raymond Stotzer Pkwy.**

- The water supply (fire hydrants and fire flow) in this area is not adequate to support new development.
- The City will need to purchase a grass firefighting truck to fight off-road fires in this area.
- Brazos County Volunteer Fire Department Precinct 4 currently serves this area.

#### **Area #2 - SH 30 & William D. Fitch Parkway**

- The water supply (fire hydrants and fire flow) in this area is not adequate to support new development. The City will also need to purchase a water tanker truck (minimum 2,500 gallons capacity) to provide water supply for off-road firefighting.
- The City will need to purchase a grass firefighting truck to fight off-road fires in this area.
- Response Times – this area is beyond the standard 5-minute response time, therefore the City of College Station will need to purchase or acquire a two (2) acre tract of land to build a future fire station.
- Fire Code Compliance – there are already structures that have been built in this area that do not meet our fire protection code. These buildings and structures present fire and life safety concerns for the future.
- Brazos County Volunteer Fire Department Precinct 2 currently serves this area.

#### Area #3 - Greens Prairie & Royder Dr.

- The water supply (fire hydrants and fire flow) in this area is not adequate to support new development.
- Response Times – this area is beyond the standard 5-minute response time, therefore the City will need to purchase or acquire a two (2) acre tract of land to build a future fire station.
- Code Enforcement – this area contains a number of properties and structures that do not meet present code enforcement requirements.
- South Brazos County Volunteer Fire Department Precinct 1 currently serves this area.

#### Area #4 - Rock Prairie & Jones Butler

- The water supply (fire hydrants and fire flow) in this area is not adequate to support new development.
- This area is just on the edge of the standard 5-minute response time - the relocation of Fire Station #3 should greatly improve the response times to this area.
- The City will need to purchase a grass firefighting truck to fight off- road fires in this area.
- South Brazos County Volunteer Fire Department Precinct 1 currently serves this area.

As the City prepares for this annexation and future annexation opportunities, a decision needs to be made concerning water supply as it relates to fire flow and fire hydrant distance requirements as our city grows into areas that are served by other water service providers (such as Brushy and Wellborn water district). There is a major concern that these water service providers will not be able to supply adequate demands for fire protection requirements.

### **Solid Waste Collection**

Most of the exempt annexation proposal areas can be absorbed by the Sanitation Division without additional personnel or collection equipment. The more densely populated areas of the proposed annexation are the three mobile home parks off of Rock Prairie Road, west of FM2154, which are Oak Creek, Rolling Ridge, and Sunset Ridge. These areas will require an initial cost outlay for additional residential containers. Total costs for the proposed annexation are \$27,000 for additional containers and \$40,000 recurring O&M collection costs which would be offset by a sanitation fee revenue increase from the additional customers.

Currently, these areas are being serviced by several different private waste service providers. Per state law, existing contracted services may continue to be provided by the company for a period of two years after the effective annexation date. The necessity for these private service providers to apply for a waste collection franchise with the City to continue service after annexation is an issue that needs to be addressed.

### **Public Works - Road mowing and maintenance**

Annual maintenance costs are approximately \$7,500 per mile annually. The total annual costs are estimated to be \$57,900.

### **Building Permits and Inspections**

Individually, the areas under consideration should not have an adverse impact on current service levels. Collectively, there will be a slight to moderate impact on current performance levels depending on the rate of development. Once the annexed areas begin to develop, service levels may have to be adjusted to reflect the additional workload unless personnel are added.

## **Proposed Capital Improvements**

In determining how utility service would be extended to the areas proposed for annexation, the current Utility Extension Policy was applied. The current policy for extension of utility service calls for the extension of water and wastewater main lines across major thoroughfares and natural boundaries that would be cost prohibitive for private entities. The City also provides major facilities, such as lift stations and wastewater package plants when development warrants the installation of such facilities. As an area develops, developers or homeowners extend water distribution and wastewater collection lines to individual lots. The lot owners pay for the costs of these lines; however, the City may elect to fund additional capacity. The City's financing options include the use of utility revenues, bond funds, or impact fees.

The extension of water and wastewater lines is driven by development due to cost and operational conditions. Until an area becomes densely populated, the cost of utility extension is not feasible to be borne by a few lot owners. Also, population density is required to prevent septic conditions from occurring in a wastewater line with low flow.

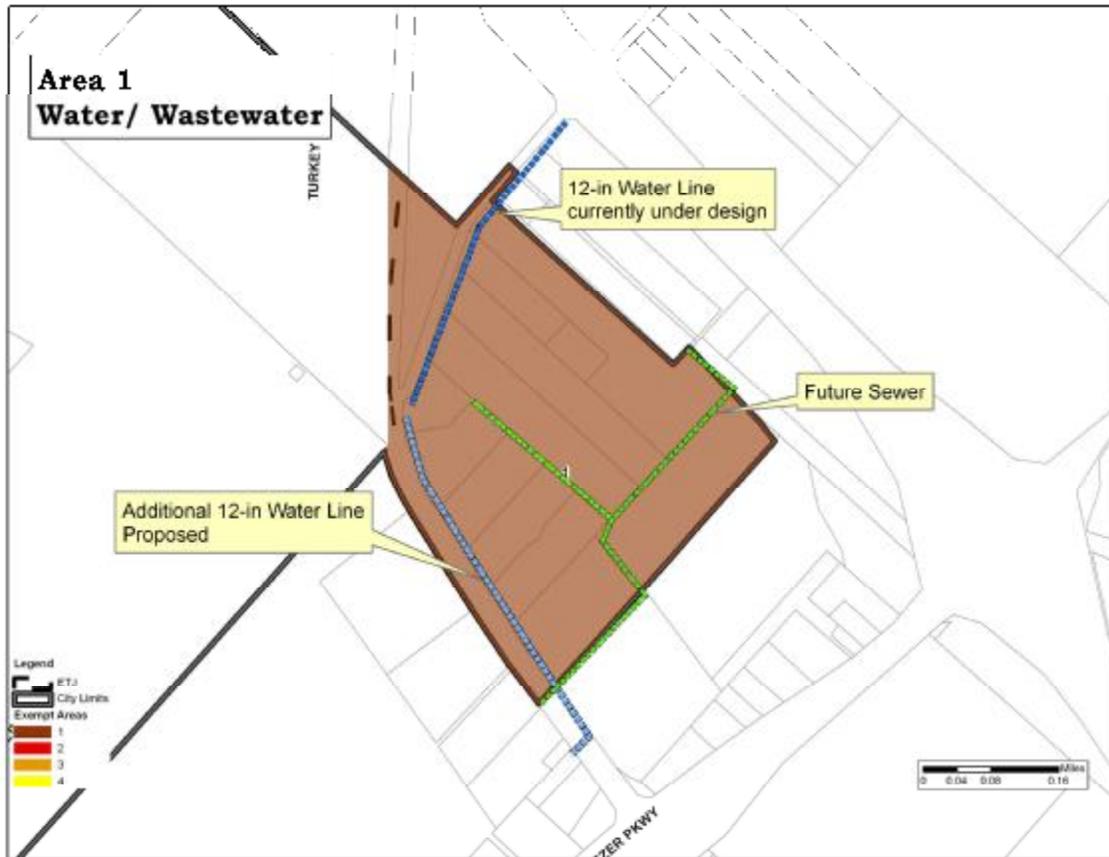
### Area #1 Water

College Station has served the area south of F&B and east of Turkey Creek Road for many years. In the 1950's the residents constructed a small diameter water line that was connected to the TAMU system and College Station maintains the meters and billing process. A 12" replacement line has been under design and will be under construction as soon as easements are obtained along F&B. The Brushy Water System CCN service territory is located along the west side of Turkey Creek Road. These residents are served by a 6" diameter domestic water line. The College Station Water CCN covers the majority of the area.

Engineering and Water Services have been working for some time with their consultant, the City of Bryan, the Parks & Recreation Department and area residents to extend water and wastewater lines to this area. Current plans include an 8" line through the cemetery site and a 12-in line crossing Turkey Creek which will extend west past SH 47.

### Area #1 Wastewater

Properties within Annexation Area #1 are currently served by private on-site sewer facilities (OSSFs). However, for this area to develop more densely a gravity system or lift station is necessary. The Pornada Tract is served by a lift station which flows to a TAMU wastewater line for which a limited ILA has been approved. Current plans include a lift station to the west, a gravity line across Turkey Creek and lateral lines northward along Turkey Creek the drainage way. The City has entered into an ILA with the City of Bryan for a limited volume of wastewater to be treated by Bryan. Bryan is in the process of constructing a new wastewater treatment plant to the west of Area #1.



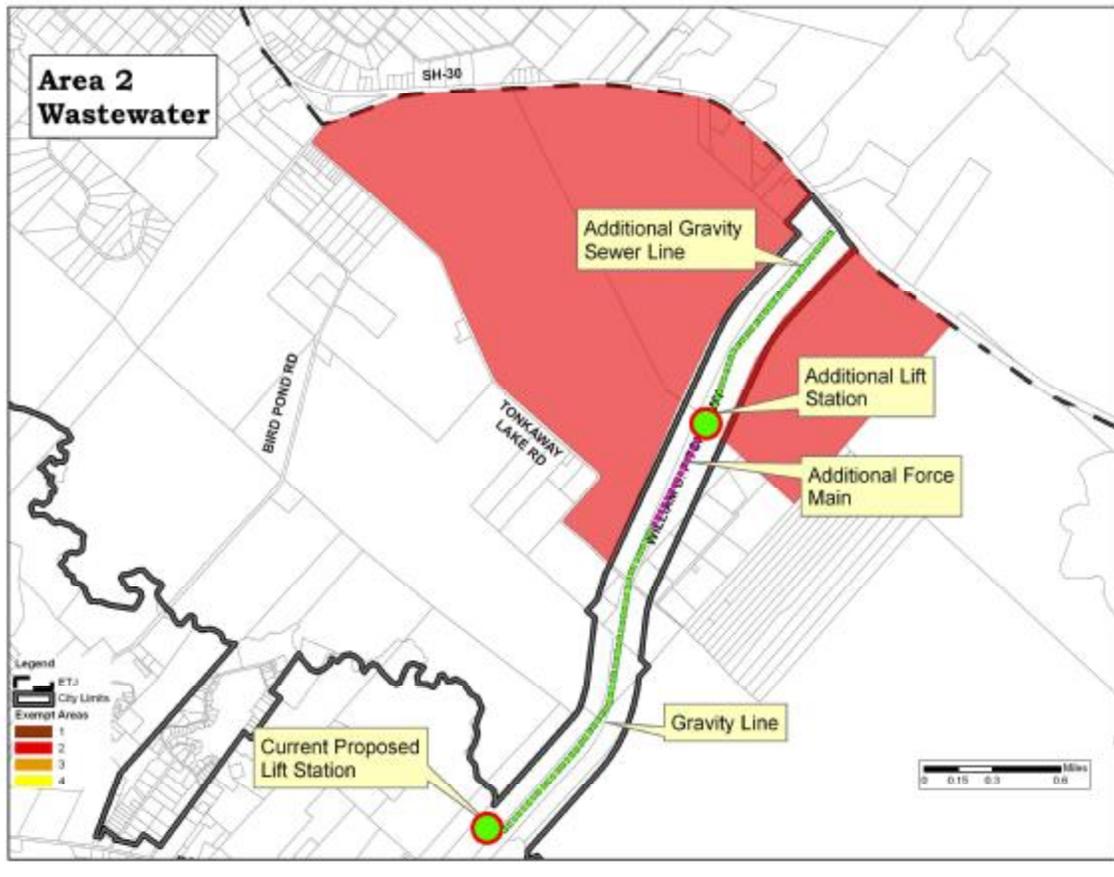
### Area #2 Water

Area #2 is in the water CCN service territory of Wickson Creek Special Utility District (WCSUD). Residents are either served by private well or by WCSUD. Due to the fact that the City does not serve water in this area, the City is not obligated to extend water infrastructure in the area after annexation.

### Area #2 Wastewater

Area #2 is not currently served by an organized collection system. Any structure within the area would have to be served by an OSSF. OSSFs can serve developments but require large acreages for treatment. This, combined with stormwater detention requirements, make OSSF a last choice.

The City is currently designing a lift station along William D. Fitch Parkway. at Carter's Creek to serve previously annexed areas. The lift station can be upgraded to serve the additional areas north and south of Fitch Parkway along SH 30. The gravity line planned in conjunction with the lift station will only extend eastward to about 1.5 miles west of SH 30. Therefore, an additional lift station will be required to serve the area.



### Area #3 Water

The majority of Area #3 is in the water CCN service territory of Wellborn Special Utility District (WSUD). Residents are served by private well or by WCSUD. The Rolling Ridge property is in the City's CCN and served by a private water line extension. If the Rolling Ridge area is annexed, the City may need to extend a sizeable line to the area to ensure fire supply.

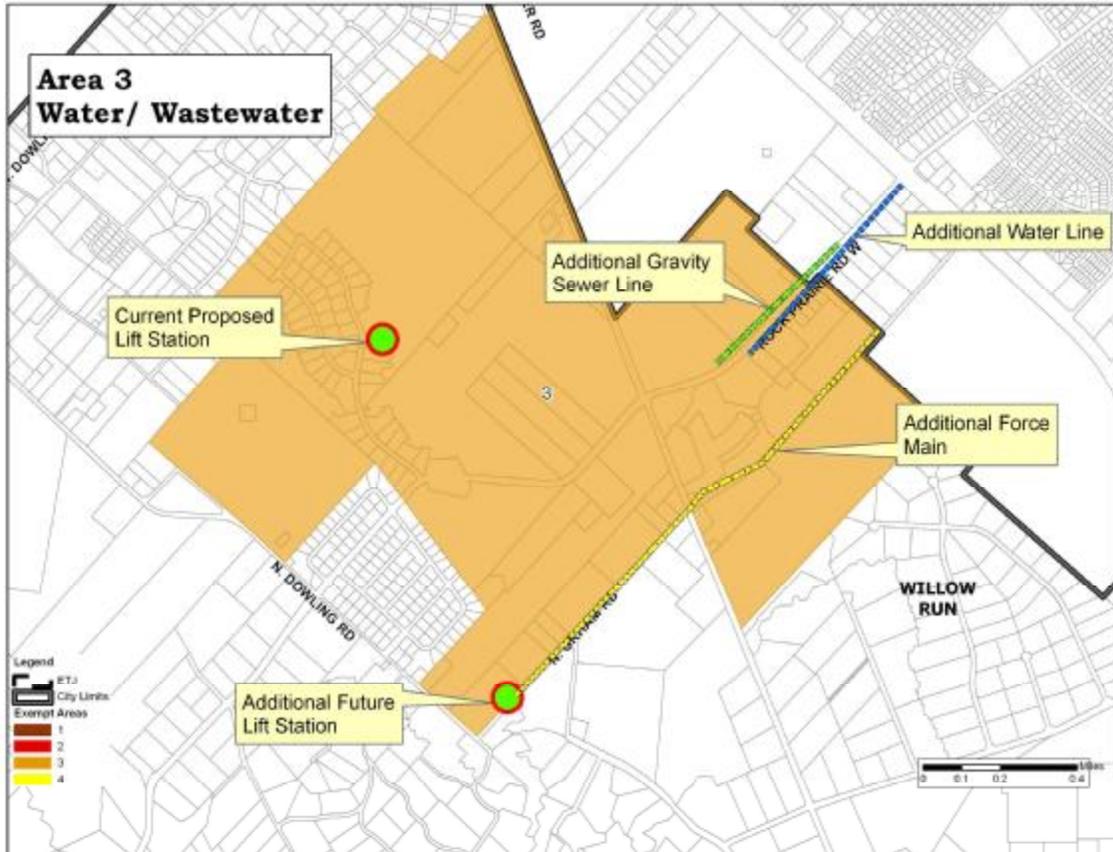
The City has been planning on an extension to this area. This line could provide water supply for fire protection purposes.

### Area #3 Wastewater

Area #3 has recently seen new development in which City wastewater facilities have been installed. A 12" sewer trunk line was installed parallel to Cain Road through the Las Palomas Subdivision at the southwest end of Cain Road. The Great Oaks Subdivision is planning a lift station that will pump back to this line. This lift station may have additional capacity to serve areas in the Area #3 outside of Great Oaks.

Rolling Ridge operates its own private wastewater treatment plant. The plant is scheduled for upgrade to serve the new housing expansion.

The recently completed Steeplechase Sewer Line crosses Rock Prairie Road West approximately 0.67 miles east of I&GN and will serve a portion of Area #3. An additional lift station and force main sited along North Graham at Hopes Creek will be needed to serve the entire area.



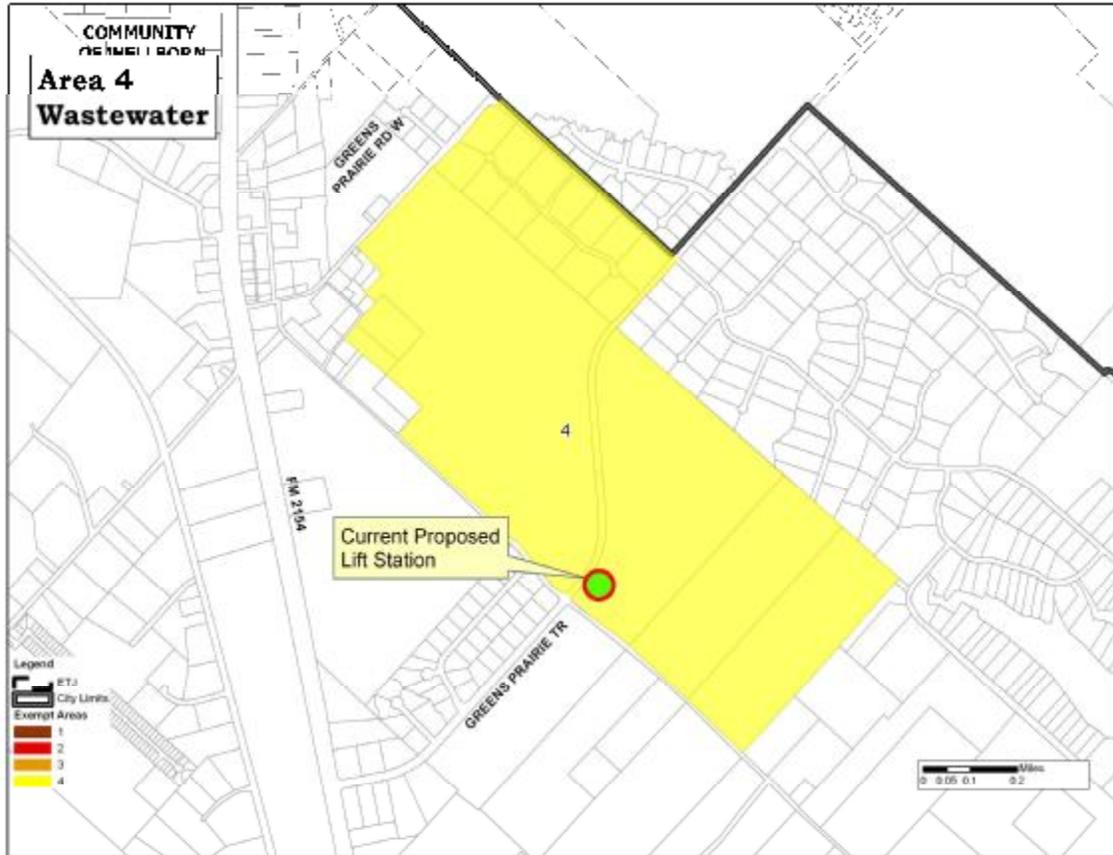
Area #4 Water

Area #4 is located entirely within the water CCN service territory of Wellborn Special Utility District (WSUD). The WSUD water tower is located just off Greens Prairie Road and Royder Road to the northeast. WSUD operates and maintains 16” and larger diameter lines within the area.

Area #4 Wastewater

Area #4 is predominately undeveloped. Residents in Wellborn Oaks, being comprised of 4-acre lots, are on OSSF.

The City is currently reviewing plans for a new proposed development in Area #4 which includes a lift station and force main. The proposed lift station would serve all of Area #4 except the extreme south portion.



## **Fiscal Impact Analysis (Full Build-out Scenario)**

The fiscal impact analysis used here is a tool that estimates the annual costs and revenues that the City will incur once the identified property is fully developed. This information is provided to help project the need for municipal services, to monitor the costs of land use decisions, and to give officials information for making growth and planning decisions.

For this analysis the widely accepted Service Standard Method was used<sup>1</sup>. This analysis should be treated as an estimate based upon the best data available. In addition, it is important for decision-makers using this information to understand the assumptions upon which it is based.

1. In this model it is assumed that the current level of municipal services in College Station will be maintained in newly annexed areas.
2. This analysis provides estimates for these areas once they are fully developed. Some of these areas may not develop for 20+ years. The costs / benefits in the interim will vary, but typically costs to the City are higher until the areas fully develop.
3. All costs and revenues are in current dollars based on current budget data.
4. The model is based on existing tax and utility rates that may change over time. Future changes to the land use plan may also change future fiscal impacts.

### **Demands and Costs**

The analysis begins by using future land use assumptions, based on development in accordance with the City's adopted Land Use Plan, to estimate the population for each annexation area. Using existing development as a model, the average number of dwelling units for residential areas is calculated. Census data for persons per household are used to calculate the population.

Existing service levels for the City are then used to calculate the demand for City services in the annexation areas. An equal level of service is applied to the annexation area to yield the demand for services. Costs per year for the demanded services are calculated using cost ratios to compensate for the varied nature of service provided by different departments. This results in a cost per year to provide existing level of services to the annexation areas.

### **Revenues**

Revenues are calculated for property taxes, sales taxes, utility fees and miscellaneous revenues. Estimates are based on current revenues from the existing City applied to the projected development in the annexation areas.

1 - More information on this method is available in *The Fiscal Impact Handbook* by Robert Burchell & Davide Listokin.

## **Conclusions**

The following tables summarize the results of the fiscal impact analysis. Area #1 and Area #2 have the greatest potential for positive revenues. Conversely, Area #3 and Area#4 have the highest overall cost. This model does not reflect the possibility of recovering some costs through impact fee lines.

Overall the results show that there would be a net annual cost to the City of -\$341,000 once these areas are fully developed. It should be noted that future changes in the Land Use Plan or development patterns will affect these projections

## Summary of Fiscal Impact Analysis by Area

### Area 1

|                       |                    |
|-----------------------|--------------------|
| Costs                 | \$497,300          |
| Property Tax Revenues | \$83,600           |
| Utility Revenues      | \$1,434,900        |
| <b>Total</b>          | <b>\$1,021,200</b> |

### Area 2

|                       |                  |
|-----------------------|------------------|
| Costs                 | \$4,483,100      |
| Property Tax Revenues | \$2,374,600      |
| Utility Revenues      | \$2,386,900      |
| <b>Total</b>          | <b>\$278,400</b> |

### Area 3

|                       |                   |
|-----------------------|-------------------|
| Costs                 | \$3,179,100       |
| Property Tax Revenues | \$643,100         |
| Utility Revenues      | \$1,632,100       |
| <b>Total</b>          | <b>-\$903,900</b> |

### Area 4

|                       |                   |
|-----------------------|-------------------|
| Costs                 | \$2,786,000       |
| Property Tax Revenues | \$596,700         |
| Utility Revenues      | \$1,452,300       |
| <b>Total</b>          | <b>-\$737,000</b> |

### Summary of Revenues – Build-out

|                                    |                    |
|------------------------------------|--------------------|
| Property Tax Revenue – Area 1      | \$83,600           |
| Property Tax Revenue – Area 2      | \$2,374,600        |
| Property Tax Revenue – Area 3      | \$643,100          |
| Property Tax Revenue – Area 4      | \$596,700          |
| <b>Total Property Tax Revenues</b> | <b>\$3,698,000</b> |

|                               |                    |
|-------------------------------|--------------------|
| Utility Revenues – Area 1     | \$1,434,900        |
| Utility Revenues – Area 2     | \$2,386,900        |
| Utility Revenues – Area 3     | \$1,632,100        |
| Utility Revenues – Area 4     | \$1,452,300        |
| <b>Total Utility Revenues</b> | <b>\$6,906,200</b> |

**Total Revenues** **\$10,604,200**

**Total Costs** **\$10,945,500**

**Total Annual Fiscal Impact** **-\$341,300**

**Note:** Potential miscellaneous revenues (not included in the above) constitute a one time positive impact of \$3,529,000.

**APPENDIX A**  
**Annexation**  
**Service Standard Calculation of Annual Public Costs**  
**All Areas**

| Anticipated Population       | Government Function | Number of Employees | Manpower Ratio | Budget 2006 - 2007 | \$ Per Employee | Future Employees | Add'l Annual Operating Cost | Capital to Operating | Add'l Annual Capital Cost | Total Cost To Public |
|------------------------------|---------------------|---------------------|----------------|--------------------|-----------------|------------------|-----------------------------|----------------------|---------------------------|----------------------|
| 11,459                       | Fiscal Services     | 44.00               | 0.53           | \$ 3,313,292       | \$ 75,302       | 6.02             | \$ 453,235                  | 0.006                | \$ 2,719                  | \$ 455,954           |
|                              | General Government  | 166.25              | 1.98           | 16,224,972         | 97,594          | 22.74            | 2,219,460                   | 0.011                | 24,414                    | 2,243,874            |
| Total Oct 1, 2006 Population | Police              | 164.50              | 1.96           | 12,387,217         | 75,302          | 22.50            | 1,694,483                   | 0.047                | 79,641                    | 1,774,123            |
|                              | Fire                | 116.00              | 1.38           | 9,339,160          | 80,510          | 15.87            | 1,277,530                   | 0.029                | 37,048                    | 1,314,579            |
| 83,769                       | Streets & Drainage  | 41.00               | 0.49           | 4,621,198          | 112,712         | 5.61             | 632,147                     | 1.361                | 860,352                   | 1,492,499            |
|                              | Sewer               | 46.00               | 0.55           | 4,236,210          | 92,092          | 6.29             | 579,483                     | 1.021                | 591,652                   | 1,171,136            |
|                              | Sanitation          | 36.50               | 0.44           | 5,268,552          | 144,344         | 4.99             | 720,700                     | -                    | -                         | 720,700              |
|                              | Water               | 30.00               | 0.36           | 4,158,529          | 138,618         | 0.17             | 23,928                      | 2.432                | 14,548                    | 38,476               |
|                              | Utility Billing     | 29.50               | 0.35           | 2,051,464          | 69,541          | 4.04             | 280,626                     | 0.011                | 3,087                     | 283,712              |
|                              | Parks               | 123.50              | 1.47           | 8,245,293          | 66,764          | 16.89            | 1,127,897                   | 0.286                | 322,579                   | 1,450,476            |
|                              |                     | 797.25              |                | \$ 69,845,887      |                 | 105.13           | \$ 9,009,489                |                      | \$ 1,936,040              | <b>\$ 10,945,529</b> |

General Government includes: General Government, Information Services, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering), Parking Enterprise, Fleet Maintenance, Print Mail, and Communications. BVSWMMA is not included.

Notes:

1. Capital to operating cost ratios from Finance Dept.
2. Future population calculated according to acreage in land use scenarios, then existing population was subtracted.
3. The City will not be providing electrical services in these areas.
4. The City will provide water services in area 1, but not in areas 2, 3, or 4.

**Annexation  
Service Standard Calculation of Annual Public Costs  
Area 1**

| Anticipated Population                                   | Government Function | Number of Employees | Manpower Ratio | Budget 2006 - 2007   | \$ Per Employee | Future Employees | Add'l Annual Operating Cost | Capital to Operating | Add'l Annual Capital Cost | Total Cost To Public |
|--|---------------------|---------------------|----------------|----------------------|-----------------|------------------|-----------------------------|----------------------|---------------------------|----------------------|
| 482<br><br>Total Oct 1, 2006<br>Population<br><br>83,769 | Fiscal Services     | 44.00               | 0.53           | \$ 3,313,292         | \$ 75,302       | 0.25             | \$ 19,064                   | 0.006                | \$ 114                    | \$ 19,179            |
|  | General Government  | 166.25              | 1.98           | 16,224,972           | 97,594          | 0.96             | 93,357                      | 0.011                | 1,027                     | 94,384               |
|  | Police              | 164.50              | 1.96           | 12,387,217           | 75,302          | 0.95             | 71,275                      | 0.047                | 3,350                     | 74,625               |
|  | Fire                | 116.00              | 1.38           | 9,339,160            | 80,510          | 0.67             | 53,737                      | 0.029                | 1,558                     | 55,295               |
|  | Streets & Drainage  | 41.00               | 0.49           | 4,621,198            | 112,712         | 0.24             | 26,590                      | 1.361                | 36,189                    | 62,779               |
|  | Sewer               | 46.00               | 0.55           | 4,236,210            | 92,092          | 0.26             | 24,375                      | 1.021                | 24,887                    | 49,261               |
|  | Sanitation          | 36.50               | 0.44           | 5,268,552            | 144,344         | 0.21             | 30,315                      | -                    | -                         | 30,315               |
|  | Water               | 30.00               | 0.36           | 4,158,529            | 138,618         | 0.17             | 23,928                      | 0.608                | 14,548                    | 38,476               |
|  | Utility Billing     | 29.50               | 0.35           | 2,051,464            | 69,541          | 0.17             | 11,804                      | 0.011                | 130                       | 11,934               |
|  | Parks               | 123.50              | 1.47           | 8,245,293            | 66,764          | 0.71             | 47,443                      | 0.286                | 13,569                    | 61,011               |
| <b>Total College Station</b>                             |                     | <b>797.25</b>       |                | <b>\$ 69,845,887</b> |                 | <b>4.59</b>      | <b>\$ 401,888</b>           |                      | <b>\$ 95,372</b>          | <b>\$ 497,259</b>    |

General Government includes: General Government, Information Services, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering), Parking Enterprise, Fleet Maintenance, Print Mail, and Communications. BVSWMA is not included.

Notes:

1. Capital to operating cost ratios from Finance Dept.
2. Future population calculated according to acreage in land use scenarios, then existing population was subtracted.
3. The City will not be providing electrical services in this area.

**Annexation  
Service Standard Calculation of Annual Public Costs  
Area 2**

| Anticipated Population                                     | Government Function | Number of Employees | Manpower Ratio | Budget 2006 - 2007   | \$ Per Employee | Future Employees | Add'l Annual Operating Cost | Capital to Operating | Add'l Annual Capital Cost | Total Cost To Public |
|--|---------------------|---------------------|----------------|----------------------|-----------------|------------------|-----------------------------|----------------------|---------------------------|----------------------|
| 4,710<br><br>Total Oct 1, 2006<br>Population<br><br>83,769 | Fiscal Services     | 44.00               | 0.53           | \$ 3,313,292         | \$ 75,302       | 2.47             | \$ 186,293                  | 0.006                | \$ 1,118                  | \$ 187,411           |
|  | General Government  | 166.25              | 1.98           | 16,224,972           | 97,594          | 9.35             | 912,266                     | 0.011                | 10,035                    | 922,301              |
|  | Police              | 164.50              | 1.96           | 12,387,217           | 75,302          | 9.25             | 696,484                     | 0.047                | 32,735                    | 729,219              |
|  | Fire                | 116.00              | 1.38           | 9,339,160            | 80,510          | 6.52             | 525,104                     | 0.029                | 15,228                    | 540,332              |
|  | Streets & Drainage  | 41.00               | 0.49           | 4,621,198            | 112,712         | 2.31             | 259,832                     | 1.361                | 353,631                   | 613,463              |
|  | Sewer               | 46.00               | 0.55           | 4,236,210            | 92,092          | 2.59             | 238,185                     | 1.021                | 243,187                   | 481,373              |
|  | Sanitation          | 36.50               | 0.44           | 5,268,552            | 144,344         | 2.05             | 296,230                     | -                    | -                         | 296,230              |
|  | Water               | -                   | -              | -                    | -               | -                | -                           | 0.608                | -                         | -                    |
|  | Utility Billing     | 29.50               | 0.35           | 2,051,464            | 69,541          | 1.66             | 115,346                     | 0.011                | 1,269                     | 116,615              |
|  | Parks               | 123.50              | 1.47           | 8,245,293            | 66,764          | 6.94             | 463,600                     | 0.286                | 132,590                   | 596,190              |
| <b>Total College Station</b>                               |                     | <b>767.25</b>       |                | <b>\$ 65,687,358</b> |                 | <b>43.14</b>     | <b>\$ 3,693,341</b>         |                      | <b>\$ 789,792</b>         | <b>\$ 4,483,133</b>  |

General Government includes: General Government, Information Services, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering), Parking Enterprise, Fleet Maintenance, Print Mail, and Communications. BVSWMA is not included.

Notes:

1. Capital to operating cost ratios from Finance Dept.
2. Future population calculated according to acreage in land use scenarios, then existing population was subtracted.
3. The City will not be providing electrical or water services in this area.

**Annexation  
Service Standard Calculation of Annual Public Costs  
Area 3**

| Anticipated Population                                     | Government Function | Number of Employees | Manpower Ratio | Budget 2006 - 2007   | \$ Per Employee | Future Employees | Add'l Annual Operating Cost | Capital to Operating | Add'l Annual Capital Cost | Total Cost To Public |
|--|---------------------|---------------------|----------------|----------------------|-----------------|------------------|-----------------------------|----------------------|---------------------------|----------------------|
| 3,340<br><br>Total Oct 1, 2006<br>Population<br><br>83,769 | Fiscal Services     | 44.00               | 0.53           | \$ 3,313,292         | \$ 75,302       | 1.75             | \$ 132,106                  | 0.006                | \$ 793                    | \$ 132,899           |
|  | General Government  | 166.25              | 1.98           | 16,224,972           | 97,594          | 6.63             | 646,915                     | 0.011                | 7,116                     | 654,031              |
|  | Police              | 164.50              | 1.96           | 12,387,217           | 75,302          | 6.56             | 493,898                     | 0.047                | 23,213                    | 517,111              |
|  | Fire                | 116.00              | 1.38           | 9,339,160            | 80,510          | 4.63             | 372,367                     | 0.029                | 10,799                    | 383,165              |
|  | Streets & Drainage  | 41.00               | 0.49           | 4,621,198            | 112,712         | 1.63             | 184,254                     | 1.361                | 250,770                   | 435,024              |
|  | Sewer               | 46.00               | 0.55           | 4,236,210            | 92,092          | 1.83             | 168,904                     | 1.021                | 172,451                   | 341,356              |
|  | Sanitation          | 36.50               | 0.44           | 5,268,552            | 144,344         | 1.46             | 210,065                     | -                    | -                         | 210,065              |
|  | Water               | -                   | -              | -                    | -               | -                | -                           | 0.608                | -                         | -                    |
|  | Utility Billing     | 29.50               | 0.35           | 2,051,464            | 69,541          | 1.18             | 81,795                      | 0.011                | 900                       | 82,695               |
|  | Parks               | 123.50              | 1.47           | 8,245,293            | 66,764          | 4.92             | 328,753                     | 0.286                | 94,023                    | 422,776              |
| <b>Total College Station</b>                               |                     | <b>767.25</b>       |                | <b>\$ 65,687,358</b> |                 | <b>30.59</b>     | <b>\$ 2,619,057</b>         |                      | <b>\$ 560,065</b>         | <b>\$ 3,179,122</b>  |

General Government includes: General Government, Information Services, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering), Parking Enterprise, Fleet Maintenance, Print Mail, and Communications. BVSWMA is not included.

Notes:

1. Capital to operating cost ratios from Finance Dept.
2. Future population calculated according to acreage in land use scenarios, then existing population was subtracted.
3. The City will not be providing electrical or water services in this area.

**Annexation  
Service Standard Calculation of Annual Public Costs  
Area 4**

| Anticipated Population          | Government Function | Number of Employees | Manpower Ratio | Budget 2006 - 2007   | \$ Per Employee | Future Employees | Add'l Annual Operating Cost | Capital to Operating | Add'l Annual Capital Cost | Total Cost To Public |
|---------------------------------|---------------------|---------------------|----------------|----------------------|-----------------|------------------|-----------------------------|----------------------|---------------------------|----------------------|
| <b>2,927</b>                    | Fiscal Services     | 44.00               | 0.53           | \$ 3,313,292         | \$ 75,302       | 1.54             | \$ 115,771                  | 0.006                | \$ 695                    | \$ 116,465           |
|                                 | General Government  | 166.25              | 1.98           | 16,224,972           | 97,594          | 5.81             | 566,922                     | 0.011                | 6,236                     | 573,158              |
| Total Oct 1, 2006<br>Population | Police              | 164.50              | 1.96           | 12,387,217           | 75,302          | 5.75             | 432,826                     | 0.047                | 20,343                    | 453,169              |
|                                 | Fire                | 116.00              | 1.38           | 9,339,160            | 80,510          | 4.05             | 326,323                     | 0.029                | 9,463                     | 335,786              |
|                                 | Streets & Drainage  | 41.00               | 0.49           | 4,621,198            | 112,712         | 1.43             | 161,471                     | 1.361                | 219,762                   | 381,233              |
|                                 | Sewer               | 46.00               | 0.55           | 4,236,210            | 92,092          | 1.61             | 148,019                     | 1.021                | 151,127                   | 299,146              |
| 83,769                          | Sanitation          | 36.50               | 0.44           | 5,268,552            | 144,344         | 1.28             | 184,090                     | -                    | -                         | 184,090              |
|                                 | Water               | -                   | -              | -                    | -               | -                | -                           | 0.608                | -                         | -                    |
|                                 | Utility Billing     | 29.50               | 0.35           | 2,051,464            | 69,541          | 1.03             | 71,681                      | 0.011                | 788                       | 72,469               |
|                                 | Parks               | 123.50              | 1.47           | 8,245,293            | 66,764          | 4.32             | 288,101                     | 0.286                | 82,397                    | 370,498              |
| <b>Total College Station</b>    |                     | <b>767.25</b>       |                | <b>\$ 65,687,358</b> |                 | <b>26.81</b>     | <b>\$ 2,295,203</b>         |                      | <b>\$ 490,811</b>         | <b>\$ 2,786,015</b>  |

General Government includes: General Government, Information Services, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering), Parking Enterprise, Fleet Maintenance, Print Mail, and Communications. BVSWMA is not included.

Notes:

1. Capital to operating cost ratios from Finance Dept.
2. Future population calculated according to acreage in land use scenarios, then existing population was subtracted.
3. The City will not be providing electrical or water services in this area.



## Annexation Plan

Subchapter C of Chapter 43 Local Government Code requires that cities prepare an annexation plan. Property can be annexed on the third anniversary of inclusion in the plan. The plan serves to provide a three-year notice to property owners of a city's intent to annex.

The statute provides several exceptions to the requirement for inclusion in an annexation plan. Two of these exceptions are applicable in College Station. One exception exempts annexations that include fewer than 100 separate tracts of land on which one or more residential dwellings are located. Another exception exempts properties that petition for annexation.

The City's statutorily mandated Annexation Pan currently provides that the City has no plans for annexation outside those areas that are exempt from the annexation plan requirements of the Local Government Code. This plan is reviewed and updated from time to time.

## Current Annexation Plan

Pursuant to Section 43.052 of the Local Government Code, The City of College Station will only annex areas that are identified in this municipal annexation plan or exempt from the provisions of Section 43.052.

Areas specifically identified herein may be annexed on the third anniversary of the adoption date of this plan or on the third anniversary an amendment to include such area in this plan. Specific areas planned for adoption, if any are:

- *No areas are identified for annexation*

Other areas that may be considered for annexation by the City of College Station include only areas which are exempt from Section 43.052 including:

- Areas which contain fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract.
- Areas annexed by petition of more than 50 percent of the real property owners in the area proposed for annexation or by vote or petition of the qualified voters or real property owners.
- An area which is or was the subject of an industrial district contract under Section 42.044 of the Local Government Code
- An area which is or was the subject of a strategic partnership agreement under Section 43.0751.
- An area annexed under Section 43.026, 43.029 or 43.031 of the Local Government Code.
- An area the City Council of the City of College Station determines that the annexation of the area is necessary to protect the area proposed for annexation or the City of College Station from:

- Imminent destruction of property or injury to persons.
- A condition or use that constitutes a public or private nuisance as defined by background principles of nuisance and property law of the State of Texas.

Following adoption of this municipal annexation plan by the College Station City Council, and so long as the City of College Station maintains an Internet website, the City of College Station will post and maintain on its Internet website:

- This municipal annexation plan.
- Any amendments to include an area in this municipal annexation plan until the date the area is annexed.
- Any amendments to remove an area from this municipal annexation plan until the date the area is again eligible for inclusion in the plan.

## **CITY OF COLLEGE STATION RECENT ANNEXATION HISTORY**

### **1994**

- No annexation policy
- Annexation plan driven by electric CCNs—utility service (electric and service basins for 2 WWTPs) became the policy

### **1995 and 1996**

- 1994 annexation plan completed
- Approximately 5225 acres annexed

### **Dec. 9, 1999**

- Annexation plan—exempt and petitions

### **April 12, 2001**

- Annexation feasibility study presented to Council (part of Council Strategic Plan)
- Council gave direction to move ahead with Priority 1 areas (exempt areas—general)

### **May 23, 2002**

- Updated Council on areas to be considered (broken down into specific areas), annexation process, and schedule for annexation

### **June 27, 2002**

- Presentation of Fiscal Impact Analysis of each specific area
  - Ø impacts that result from services that must be provided immediately upon annexation
  - Ø cost of capital improvements that are required under statute
  - Ø costs and revenues that will occur once the areas are completely built out

### **July 11, 2002**

- Council directed staff to begin the preparation of a service plan and adopted an ordinance to begin annexation proceedings for the certain properties, setting public hearing dates and establishing a date to consider an ordinance for the annexation

### **Sept. 26, 2002**

- Public hearing

### **Oct. 2, 2002**

- Public hearing

### **Oct. 10, 2002**

- Council directed Staff which areas to include in the annexation ordinance

### **Oct. 24, 2002**

- 2002 annexation complete

### **March 13, 2003**

- Utility extension policy formalized as part of the on-going annexation strategy

### **November 23, 2004**

- Annexation petition in F&B area granted (6.843 acres)

**Feb. 9, 2006**

- Change in ETJ utility extension policy—previously land owners that wanted city utilities had to request annexation (exceptions could be granted). Generally, the time and cost involved in permitting private sewage facilities, developing them, and providing continuous maintenance for dense ETJ developments are prohibitive. With sewer CCNs, the City is able to provide public services that will allow for denser development with waste water facilities to city standards. The only way to ensure that the quality of development that can occur with this service is to all city standards (infrastructure construction, fire code, building code, park provision, etc.) is to annex.

As the City is responsible for planning and development of these utilities, and as we do not have land use controls in the county, it lends to a more aggressive annexation policy to bring these properties in and control the land use (“therein established an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for the extended utility systems”).

**June 22, 2006**

- Council stated that they wanted to pursue annexation through exempt areas and through a 3-year plan.
- Focus on high density development areas
- Prioritize areas for Council
- Provide Fiscal Impact Analysis
- Back with proposal in 3-4 months

Development Trends in the Extra-territorial Jurisdiction (ETJ)

*Population Estimates & Projections*

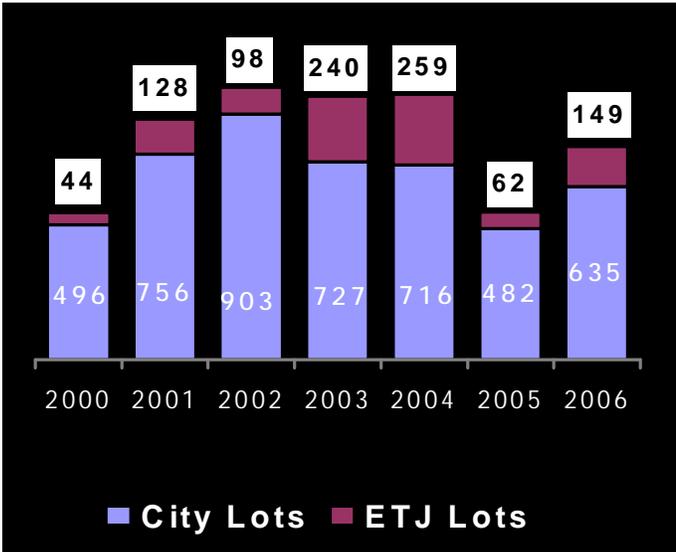
Since the last Census in 2000, the rate of population change has been significant in the City of College Station and the ETJ. According to the projections, the ETJ population is anticipated to increase approximately 17% by 2016. In the City, the population is projected to increase almost 55% for the period 2000 – 2016. These projections do not account for any future annexation activity.

|      | City    | ETJ    | Total   |
|------|---------|--------|---------|
| 2000 | 67,890  | 11,380 | 79,270  |
| 2001 | 72,020  | 11,494 | 83,514  |
| 2002 | 75,752  | 11,609 | 87,361  |
| 2003 | 78,309  | 11,725 | 90,034  |
| 2004 | 80,214  | 11,842 | 92,056  |
| 2005 | 81,930  | 11,960 | 93,890  |
| 2006 | 84,035  | 12,080 | 96,115  |
| 2007 | 86,140  | 12,201 | 98,341  |
| 2008 | 88,246  | 12,323 | 100,569 |
| 2009 | 90,351  | 12,446 | 102,797 |
| 2010 | 92,456  | 12,571 | 105,027 |
| 2011 | 94,562  | 12,696 | 107,258 |
| 2012 | 96,667  | 12,823 | 109,490 |
| 2013 | 98,772  | 12,952 | 111,724 |
| 2014 | 100,877 | 13,081 | 113,958 |
| 2015 | 102,983 | 13,212 | 116,194 |
| 2016 | 105,088 | 13,344 | 118,432 |

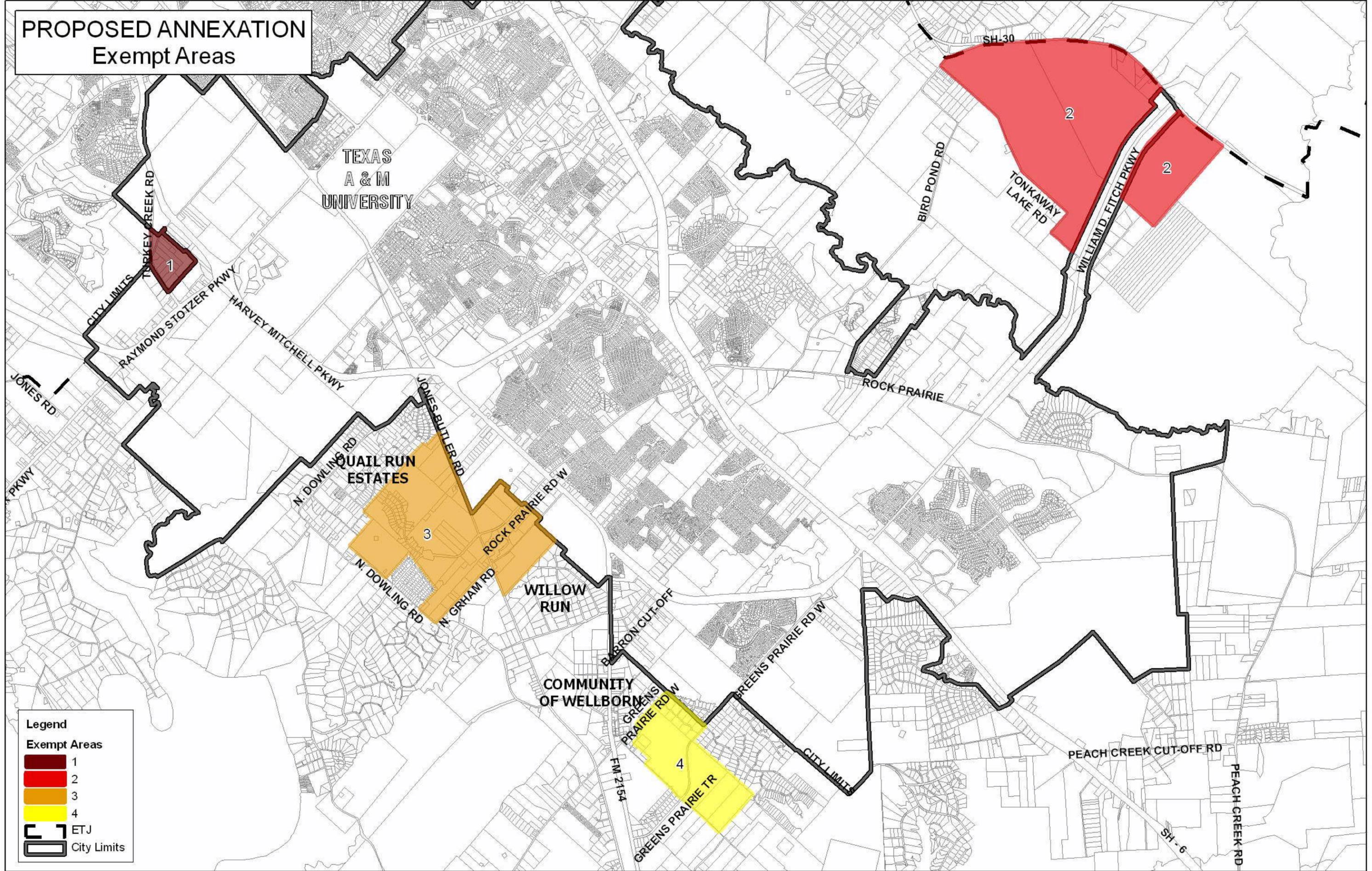
*Platting Trends*

For the last four out of six years, the total number of lots platted has exceeded 800. A significant proportion of these lots are in the ETJ. Recently, the Subdivision Regulations were amended to require fire flows in the ETJ and likely contributed to the reduced number of lots platted in the ETJ last year.

Since 2003, approximately 23% of the lots platted were in the ETJ.



# PROPOSED ANNEXATION Exempt Areas



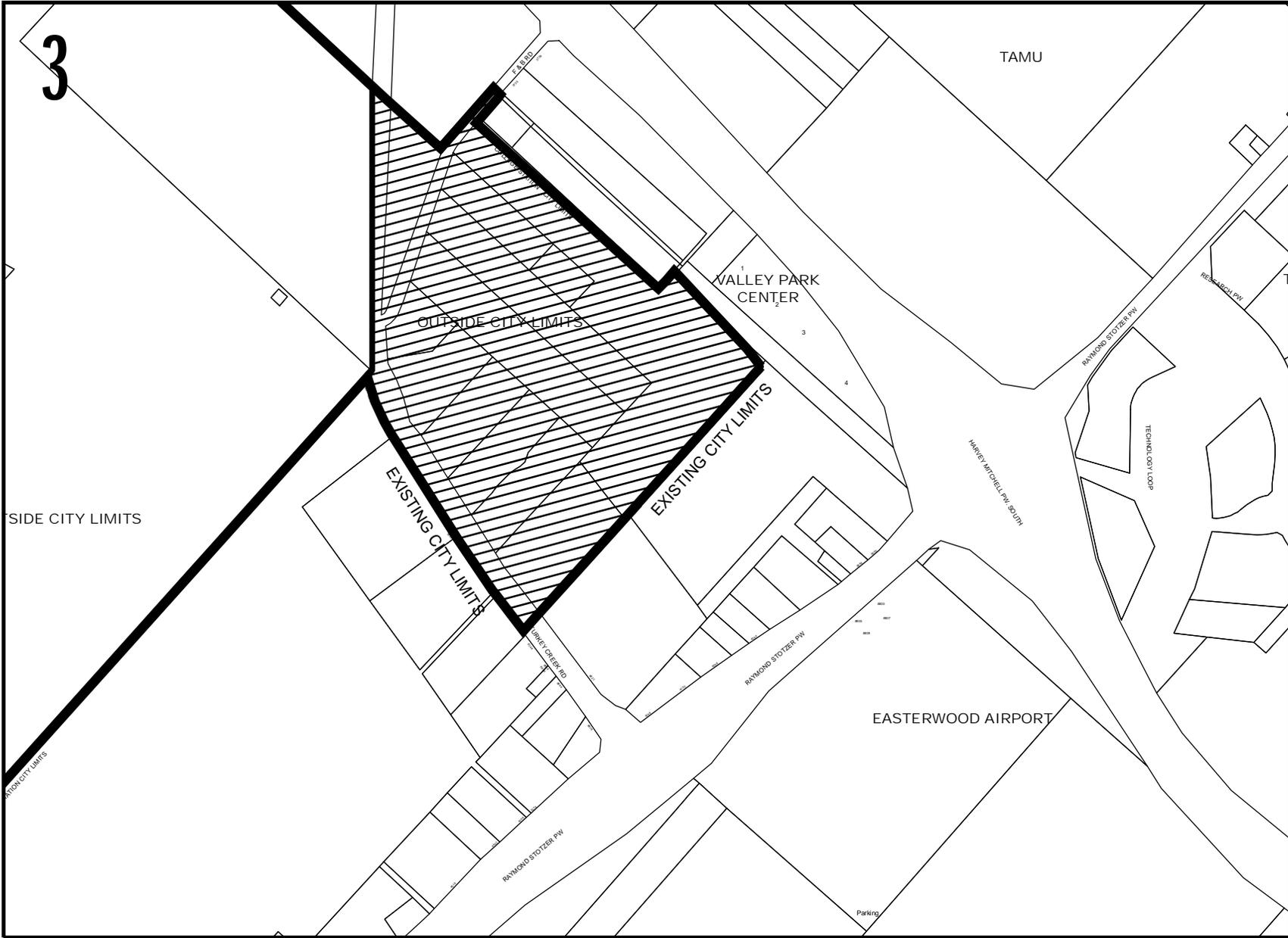
**Legend**

**Exempt Areas**

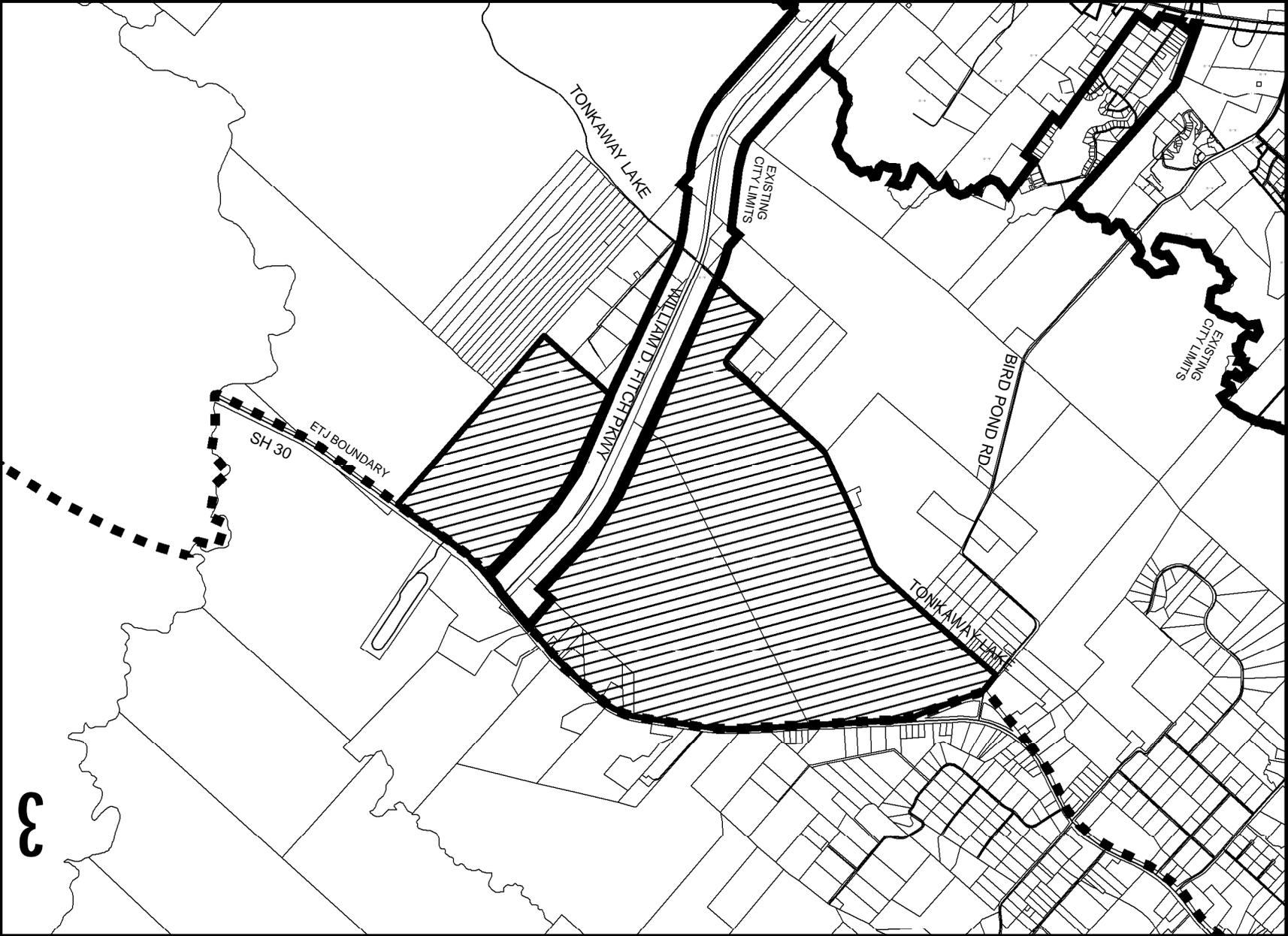
- 1
- 2
- 3
- 4

ETJ

City Limits

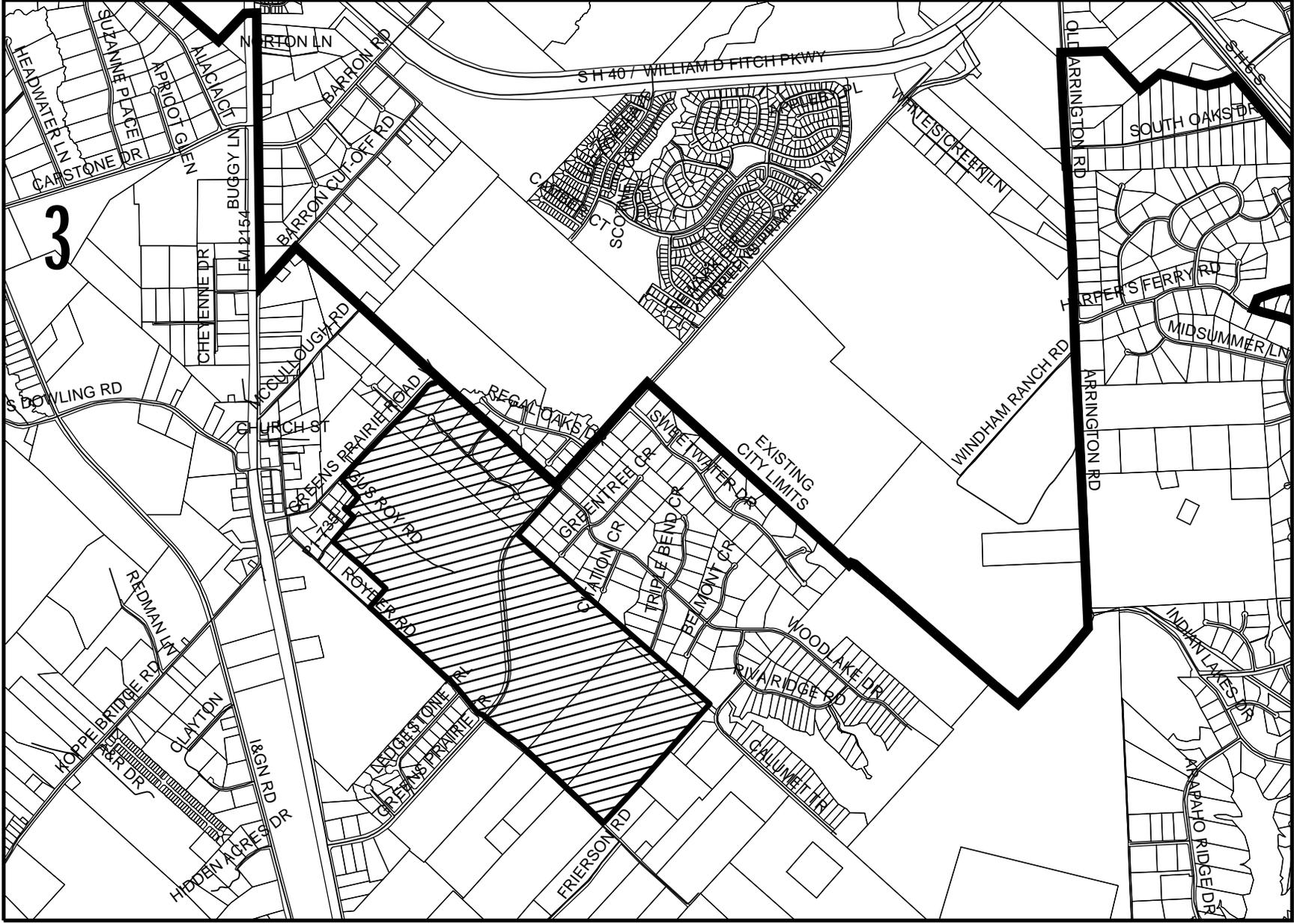


Annexation Area 1



Annexation Area 2





Annexion Area 4

**December 14, 2006  
Workshop Agenda  
Internal Auditor**

**To:** Glenn Brown, City Manager

**From:** Julie O'Connell, Director of Human Resources

**Agenda Caption:** Presentation, possible action, and discussion regarding the appointment of an Internal Auditor.

**Recommendation(s):** Staff will present options at the meeting for the creation of this function and will seek direction from the Council.

**Summary:** In May 2006, citizens approved a change to the City Charter. This item responds to this change under Section 30 which states: "The City Council may appoint an officer of the City to be the City Internal Auditor, who may be removed from office by the Council. The City Internal Auditor shall carry out the audit functions and shall perform such other duties as the City Council shall assign to him. The City Council may also enter into a contract for the duties of City Internal Auditor, to be carried out by an outside firm, if it so chooses".

This presentation will review options for the appointment, possible establishment and role of an Audit Committee, duties of the Internal Auditor, and role of the City Manager as it relates to this function.

**Budget & Financial Summary:** Funds are currently budgeted and available in the City Manager's Office budget.

**Attachments:** N/A

**December 14, 2006  
Workshop Agenda  
City Hall Update**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion regarding the status of a site development plan for a new City Hall.

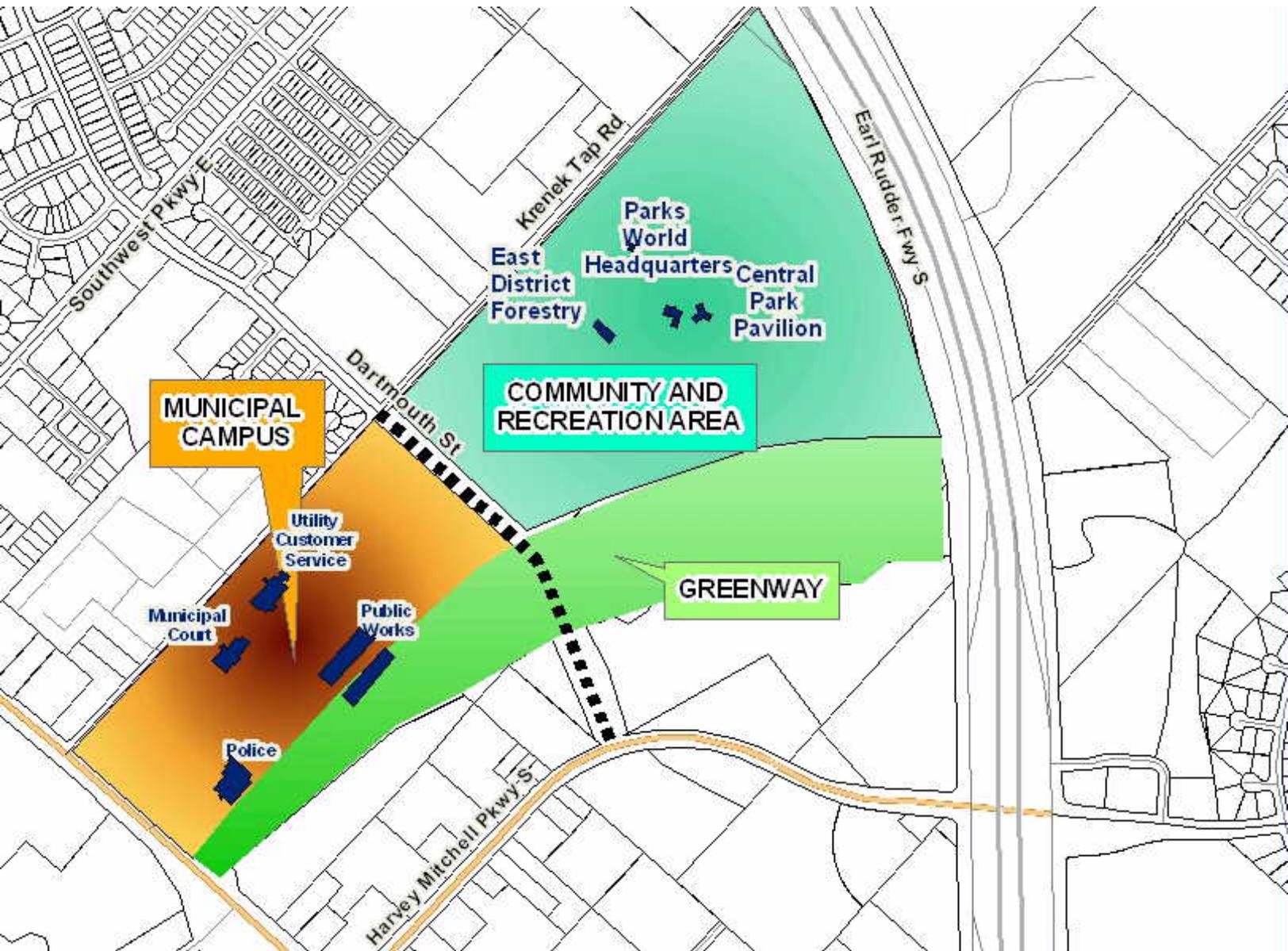
**Recommendation(s):**

**Summary:** Staff will make a presentation that will update Council on the process for developing a site development plan for City owned property located on Krenek Tap Road.

**Budget & Financial Summary:**

**Attachments:**

Location Map



# December 2006

| Sun | Mon   | Tue   | Wed   | Thu  | Fri | Sat |
|-----|---|---|---|--|-----|-----|
|     |   |   |   |  | 1   | 2   |
| 3   | 4   | 5   | 6   | 7  | 8   | 9   |
| 10  | 11  | 12<br><i>Cemetery Committee—Noon Exit Teen Center</i>       | 13<br><i>Appreciation Open House 4:00—7:00 Council Chambers</i> | 14<br><i>Workshop and Regular Meeting 1:30 and 7:00 p.m.</i> | 15  | 16  |
| 17  | 18<br><i>Intergovernmental Committee —Noon— CS Office</i> | 19<br><i>Transportation Committee—4:30—Admin. Conf Room</i> | 20  | 21   | 22  | 23  |
| 24  | 25<br><i>Office Closed</i>                                | 26<br><i>Office Closed</i>                                  | 27  | 28   | 29  | 30  |
| 31  |   |   |   |  |     |     |

# January 2007

| Sun | Mon | Tue | Wed | Thu   | Fri | Sat |
|-----|-----|-----|-----|---|-----|-----|
|     | 1   | 2   | 3   | 4   | 5   | 6   |
| 7   | 8   | 9   | 10  | 11<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 12  | 13  |
| 14  | 15  | 16  | 17  | 18  | 19  | 20  |
| 21  | 22  | 23  | 24  | 25<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 26  | 27  |
| 28  | 29  | 30  | 31  |   |     |     |

# February 2007

| Sun  | Mon  | Tue  | Wed  | Thu   | Fri  | Sat  |
|--|--|--|--|---|--|--|
|  |  |  |  | 1   | 2  | 3  |
| 4  | 5  | 6  | 7<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 8   | 9<br><i>AMCC</i>   | 10<br><i>AMCC</i>  |
| 11<br><i>AMCC</i>  | 12<br><i>Filing Period for Place on Ballot for City Election</i> | 13<br><i>Filing Period for Place on Ballot for City Election</i> | 14<br><i>Filing Period for Place on Ballot for City Election</i> | 15<br><i>Filing Period for Place on Ballot for City Election</i>                    | 16<br><i>Filing Period for Place on Ballot for City Election</i> | 17<br><i>Filing Period for Place on Ballot for City Election</i> |
| 18<br><i>Filing Period for Place on Ballot for City Election</i> | 19<br><i>Filing Period for Place on Ballot for City Election</i> | 20<br><i>Filing Period for Place on Ballot for City Election</i> | 21<br><i>Filing Period for Place on Ballot for City Election</i> | 22<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m. Filing Period for</i> | 23<br><i>Filing Period for Place on Ballot for City Election</i> | 24<br><i>Filing Period for Place on Ballot for City Election</i> |
| 25<br><i>Filing Period for Place on Ballot for City Election</i> | 26<br><i>Filing Period for Place on Ballot for City Election</i> | 27<br><i>Filing Period for Place on Ballot for City Election</i> | 28<br><i>Filing Period for Place on Ballot for City Election</i> |   |  |  |

# March 2007

| Sun  | Mon  | Tue   | Wed   | Thu  | Fri   | Sat  |
|--|--|---|---|--|---|--|
|  |  |   |   | 1<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i>                          | 2<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i> | 3<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i>  |
| 4<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i>  | 5<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i>  | 6<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i> | 7<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i> | 8<br><i>Workshop and Regu-<br/>lar Meeting 3:00 p.m.<br/>and 7:00 p.m.<br/>Filing Period for</i> | 9<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i> | 10<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i> |
| 11<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i> | 12<br><i>Filing Period for<br/>Place on Ballot for<br/>City Election</i> | 13  | 14  | 15   | 16  | 17   |
| 18   | 19   | 20  | 21  | 22<br><i>Workshop and Regu-<br/>lar Meeting 3:00 p.m.<br/>and 7:00 p.m.</i>                      | 23  | 24   |
| 25   | 26   | 27  | 28  | 29   | 30  | 31   |

# April 2007

| Sun | Mon | Tue | Wed | Thu   | Fri | Sat |
|-----|-----|-----|-----|---|-----|-----|
| 1   | 2   | 3   | 4   | 5   | 6   | 7   |
| 8   | 9   | 10  | 11  | 12<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 13  | 14  |
| 15  | 16  | 17  | 18  | 19  | 20  | 21  |
| 22  | 23  | 24  | 25  | 26<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 27  | 28  |
| 29  | 30  |     |     |   |     |     |

# May 2007

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| Sun | Mon | Tue | Wed | Thu   | Fri | Sat                        |
|-----|-----|-----|-----|---|-----|----------------------------|
|     |     | 1   | 2   | 3   | 4   | 5                          |
| 6   | 7   | 8   | 9   | 10<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 11  | 12<br><i>City Election</i> |
| 13  | 14  | 15  | 16  | 17  | 18  | 19                         |
| 20  | 21  | 22  | 23  | 24<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 25  | 26                         |
| 27  | 28  | 29  | 30  | 31  |     |                            |

# June 2007

| Sun   | Mon   | Tue   | Wed   | Thu   | Fri | Sat |
|---|---|---|---|---|-----|-----|
|   |   |   |   |   | 1   | 2   |
| 3   | 4   | 5   | 6   | 7   | 8   | 9   |
| 10<br><i>Making Cities Live-able—Portland, Or</i> | 11<br><i>Making Cities Live-able—Portland, Or</i> | 12<br><i>Making Cities Live-able—Portland, Or</i> | 13<br><i>Making Cities Live-able—Portland, Or</i> | 14<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m. Making Cities Live-</i> | 15  | 16  |
| 17  | 18  | 19  | 20  | 21  | 22  | 23  |
| 24  | 25  | 26  | 27  | 28<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i>                     | 29  | 30  |

# July 2007

| Sun | Mon | Tue | Wed                                   | Thu   | Fri | Sat |
|-----|-----|-----|---------------------------------------|---|-----|-----|
| 1   | 2   | 3   | 4<br><i>Holiday<br/>Office Closed</i> | 5   | 6   | 7   |
| 8   | 9   | 10  | 11                                    | 12<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 13  | 14  |
| 15  | 16  | 17  | 18                                    | 19  | 20  | 21  |
| 22  | 23  | 24  | 25                                    | 26<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 27  | 28  |
| 29  | 30  | 31  |                                       |   |     |     |

# August 2007

(Transportation Summit Dates TBA)

| Sun | Mon | Tue | Wed | Thu   | Fri | Sat |
|-----|-----|-----|-----|---|-----|-----|
|     |     |     | 1   | 2   | 3   | 4   |
| 5   | 6   | 7   | 8   | 9<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i>  | 10  | 11  |
| 12  | 13  | 14  | 15  | 16  | 17  | 18  |
| 19  | 20  | 21  | 22  | 23<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 24  | 25  |
| 26  | 27  | 28  | 29  | 30  | 31  |     |

# September 2007

| Sun | Mon                                   | Tue | Wed | Thu   | Fri | Sat |
|-----|---------------------------------------|-----|-----|---|-----|-----|
|     |                                       |     |     |   |     | 1   |
| 2   | 3<br><i>Holiday<br/>Office Closed</i> | 4   | 5   | 6   | 7   | 8   |
| 9   | 10                                    | 11  | 12  | 13<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 14  | 15  |
| 16  | 17                                    | 18  | 19  | 20  | 21  | 22  |
| 23  | 24                                    | 25  | 26  | 27<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 28  | 29  |
| 30  |                                       |     |     |   |     |     |

# October 2007

| Sun | Mon | Tue | Wed | Thu   | Fri | Sat |
|-----|-----|-----|-----|---|-----|-----|
|     | 1   | 2   | 3   | 4   | 5   | 6   |
| 7   | 8   | 9   | 10  | 11<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 12  | 13  |
| 14  | 15  | 16  | 17  | 18  | 19  | 20  |
| 21  | 22  | 23  | 24  | 25<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 26  | 27  |
| 28  | 29  | 30  | 31  |   |     |     |

# November 2007

| Sun | Mon  | Tue | Wed                    | Thu                                    | Fri                                    | Sat |
|-----|--|-----|------------------------|--|--|-----|
|     |  |     |                        | 1                                      | 2                                      | 3   |
| 4   | 5<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 6   | 7<br><i>TML—Dallas</i> | 8<br><i>TML—Dallas</i>                 | 9<br><i>TML—Dallas</i>                 | 10  |
| 11  | 12   | 13  | 14                     | 15                                     | 16                                     | 17  |
| 18  | 19   | 20  | 21                     | 22<br><i>Holiday<br/>Office Closed</i> | 23<br><i>Holiday<br/>Office Closed</i> | 24  |
| 25  | 26   | 27  | 28                     | 29                                     | 30                                     |     |

# December 2007

| Sun | Mon                                    | Tue                                    | Wed | Thu   | Fri | Sat |
|-----|--|--|-----|---|-----|-----|
|     |  |  |     |   |     | 1   |
| 2   | 3                                      | 4                                      | 5   | 6   | 7   | 8   |
| 9   | 10                                     | 11                                     | 12  | 13<br><i>Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.</i> | 14  | 15  |
| 16  | 17                                     | 18                                     | 19  | 20  | 21  | 22  |
| 23  | 24<br><i>Holiday<br/>Office Closed</i> | 25<br><i>Holiday<br/>Office Closed</i> | 26  | 27  | 28  | 29  |
| 30  | 31                                     |  |     |   |     |     |

**December 14, 2006**  
**Consent Agenda**  
**Appointment to Brazos Valley Groundwater Conservation District**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding the City of College Station's appointment of one director to the Brazos Valley Groundwater Conservation District, with the approval of the Brazos County Commissioner's Court.

**Recommendation(s):** Staff recommends the reappointment of John Woody who is currently serving on the Board of Directors to the Brazos Valley Groundwater Conservation District Board, with approval of the Brazos County Commissioners Court. Mr. Woody's term began in 2003 and will expire January 1, 2007.

**Summary:** The appointment requires approval by the Brazos County Commissioner's Court. The process for appointment by the Council is detailed in section 2.11(3) of HB 1784.

**Attachments:**

District By-Laws  
Board of Directors

# District By-Laws

## TABLE OF CONTENTS



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[SECTION 6. OPERATIONAL PROCEDURES](#)

[SECTION 2. BOARD OF DIRECTORS](#)

[SECTION 7. USE OF CONSULTANTS](#)

[SECTION 3. PUBLIC COMMITTEES](#)

[SECTION 8. ANNUAL REPORT](#)

[SECTION 4. CODE OF ETHICS](#)

[SECTION 9. DISTRICT](#)

[SECTION 5. ADMINISTRATION](#)

[SECTION 10. FINANCIAL](#)

## SECTION 1. DISTRICT CREATION

### 1.1. District Creation and Purpose.

The Brazos Valley Groundwater Conservation District (District) was created by the Act of May 28, 1999, 76th Leg., R.S., ch. 1331, ' 1(a)(2), 1999 Tex. Gen. Laws 4536 (SB 1911) and was later ratified by Act of May 26, 2001, 77th Leg., R.S., ch. 1307 (HB 1784) (District Act) as a governmental agency and a body politic and corporate.

The District's creation was confirmed by a majority vote of its residents on November 5, 2002. Its boundaries are coextensive with the boundaries of Robertson and Brazos counties. It was created under and is essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution. All of the land and other property included within the boundaries of the District will be benefited by the works and projects that are to be accomplished by the District under powers conferred by the Texas Constitution. The District was created to serve a public use and benefit.

## SECTION 2. BOARD OF DIRECTORS

### 2.1. Management of the District.

The Board is responsible for the management of all the affairs of the District. The District shall employ or contract with all persons, firms, partnerships, corporations, or other entities, public or private, deemed necessary by the board for the conduct of the affairs of the district.

### 2.2 Initial Board of Directors.

Initial directors serve until permanent directors have been appointed, which will occur as soon as possible after the District's confirmation election.

### 2.3. Terms of Office of Permanent Directors.

The first permanent directors sworn in to office, after the District's confirmation election, must draw lots to determine the length of their terms of office. Two directors from Robertson County and two directors from Brazos County will serve terms that will expire on January 1, 2005. Two directors from Robertson County and two directors from Brazos County will serve terms that will expire on January 1, 2007.

Each of the directors shall then serve four-year terms, which are staggered in accordance to the drawing of lots for office terms by the first permanent directors of the District.

### 2.4. Elections of Officers.

A. As soon as the first permanent directors, are sworn in and take the oath of office, the Board shall meet and elect a president, vice president, secretary and/or secretary/treasurer, and any other officer or assistant officers as the Board may deem necessary.

B. The Board shall meet and elect new officers annually at the first meeting following January 1 of each year. The Board shall also fill vacant officer positions as needed.

C. The president is the chief executive officer of the District, presides at all meetings of the Board, and shall execute all documents on behalf of the District. The vice president shall act as president

in case of the absence or disability of the president. The secretary is responsible for seeing that all records and books of the District are properly kept and shall attest the president's signature on all documents.

D. After any appointment of a director, the District shall notify the Executive Director of the Texas Commission on Environmental Quality within 30 days of the appointment of the director's name, address, and expiration of term of office.

E. A director serves until the director's successor has qualified.

### **2.5. Fees of Office; Reimbursement.**

A director is not entitled to receive compensation for serving as a director, but may be reimbursed for actual, reasonable, expenses incurred in the discharge of official duties.

### **2.6. Indemnification of Directors and Employees.**

Each director and employee is indemnified by the District against any liability imposed upon him and for any expense reasonably incurred by him in connection with any claim made against him, or any action, suit or proceeding to which he may be a party by reason of his being, or having been, a director or employee, and against such sums as counsel selected by the Board shall deem reasonable payment made in settlement of any such claim, action, suit, or proceeding; provided, however, that no director or employee shall be indemnified with respect to actual damages arising out of a cause of action for a willful act of omission, an act or omission constituting gross negligence or official misconduct, or with respect to matters for which such indemnification would be unlawful or against public policy. Any right of indemnification granted by this Section is in addition to and not in lieu of any other such right of which any director or employee of the District may at any time be entitled under the laws of the State of Texas; and if any indemnification that would otherwise be granted by this Section is disallowed by any competent court or administrative body as illegal or against public policy, then any director or employee with respect to whom such adjudication was made, and any other director or employee, shall be indemnified to the fullest extent permitted by law and public policy, it being the express intent of the District to indemnify its directors and employees to the fullest extent possible in conformity with these Bylaws, all applicable laws and public policy. The District may purchase and maintain insurance on behalf of any person who is a director or employee of the District in any capacity, or arising out of his status as such. The indemnification provided herein shall inure to the benefit of the heirs, executors, and administrators of the directors and employees of the District.

### **2.7. Board Meetings.**

A. Regular Meetings. The Board will hold a regular meeting, at least quarterly, as the Board may establish from time to time by resolution. At the request of the President, or by written request of at least three members, the Board may hold special meetings. All Board meetings will be held according to the Open Meetings Act, Chapter 551, Texas Government Code.

A meeting of a committee of the Board where less than a quorum of any one board is present is not subject to the provisions of the Open Meetings Act.

The Boards may adopt rules of procedure. Such rules may not conflict with orders or resolutions of the Board, or State law. If the Board does not adopt rules of procedure, it shall be governed by Robert's Rules of Order when procedural questions arise, insofar as Robert's Rules of Order does not conflict with orders or resolutions of the District, or State law.

B. Work Sessions. From time to time as may be necessary, the Board may hold work sessions to discuss and evaluate issues in such detail as to require open and free discussion not normally possible in regular Board meetings. During work sessions of the Board, no public comment will be heard, unless specifically requested by a Director and recognized by the Board chair. Public comment may be made at the time the item(s) is up for discussion at a regular Board Meeting.

### **2.8. Public Comment.**

During Board meetings, other than a work session, public comment may be heard by the Board. Public comment during a Board meeting will be of two types:

- (1) Public comments of a general nature may be made under the public comment item on the agenda; or
- (2) Specific comments on any posted agenda item may be made following recognition of the speaker by the Board chair. Such comments may be made after the presentation of the item, or during the Board discussion of the item, if the speaker is called upon.

Public comments of either type will be accepted by the Board chair only after the person wishing to speak has completed an information card, which is available at the meeting. The card must contain the speaker's name, address, phone number, and the number of the agenda item that will be addressed, if applicable. A speaker may speak for three (3) minutes or less. Speakers shall address only the item for which they signed up, unless their general comment is heard during the Public Comment period. No speaker will be allowed to pass his time to someone else, nor will be permitted to repeat comments made by another, except to concur with those remarks.

## **2.9. Cancellation of Posted Meetings.**

All meetings requiring posting in accordance with the Open Meetings Act will be held regardless of weather conditions when a quorum of the Board is present. Should weather conditions or other circumstances prohibit the regular meeting, the meeting will be rescheduled for a later date, not sooner than seventy-two (72) hours after the canceled meeting, unless posted as an emergency in compliance with State Law.

## **2.10. Subcommittees**

The President of the Board may establish subcommittees of the Board, and appoint the chair and membership of the committees. The Board shall have an audit and/or finance committee.

## **SECTION 3. PUBLIC COMMITTEES**

### **3.1. Public Committee Memberships.**

The President of the Board may establish committees for formulation of policy recommendations to the Board. The Board shall appoint the chair and membership of the committees.

Members of the various committees shall be appointed from residents of the District as much as is feasible. Membership may include individuals residing outside the District when it would be in the best interest of the committee's work efforts and the District. Membership is voluntary and without compensation.

A. Members of committees will be selected from persons recommended to the Board by directors, public officials, and citizen request.

B. All members appointed to a committee by the Board or Board President shall have a single vote on any issue before the committee.

C. Written proxy votes may be accepted when the vote is cast by an informed and active committee member as determined by the committee chair.

D. Members of the committees are appointed by the directors. Technical representatives are appointed by the Board, based on recommendations from the General Manager.

E. Committee size will be limited to a number that may reasonably address an issue and will be determined by the Board. Subcommittees appointed by the committee chair may be formed to create a work product for Board and/or full committee review and input.

F. Members of committees who miss three or more consecutive committee meetings may, at the request of the committee chair, be replaced by the appointing director.

## **SECTION 4. CODE OF ETHICS**

#### **4.1. Conflict of Interest.**

All members of the Board, employees, and agents shall disclose any conflicts of interest that may exist between the personal interests of that board member, officer, employee, or agent and to avoid taking responsibility for District decisions related to areas in which those conflicts exist.

A. Board Action. Each District official shall comply with Chapter 171 of the Texas Local Government Code to the extent applicable. Board members shall, pursuant to the standards of Texas Local Government Code ' 171.001, et seq., disclose any conflict of interest with matters pending before the Board execute an Affidavit disclosing such interest, and refrain from participation in the discussion on such matters.

B. Directors, employees, and agents. Any director, employee, or agent of the District, using the standards specified by Texas Local Government Code ' 171.001, et seq., shall disclose to his supervisor any conflict of interest that exists with regard to District business for which that director, agent, or employee has responsibility. The General Manager shall make a written record of the conflict and be responsible for independently reviewing all decisions made by the director, employee, or agent in that area.

#### **4.2. Standards of Conduct.**

A. No director or employee should accept or solicit any gift, favor, or service that might reasonably tend to influence him in the discharge of his official duties or that he knows or should know is being offered him with the intent to influence his official conduct.

B. No director or employee should accept employment or engage in any business or professional activity that he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his official position.

C. No director or employee should accept other employment or compensation that could reasonably be expected to impair his independence of judgment in the performance of his official duties.

D. No director or employee should make personal investments that could reasonably be expected to create a substantial conflict between his private interest and the public interest.

E. No director or employee should intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official powers or performed his official duties in favor of another.

#### **4.3. Nepotism.**

All Board members shall comply with the standards enunciated in Texas Government Code ' 573.041. Board members may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position that is directly or indirectly compensated from public funds or fees of office if the individual is related to the board member within the third degree of consanguinity or within the second degree by affinity, as defined in Texas Government Code ' 573.002.

### **SECTION 5. ADMINISTRATION**

#### **5.1. General Manager.**

The Board may employ or contract with a person/entity to perform such services as general manager for the District as the Board may from time to time specify. The Board may delegate to the general manager full authority to manage and operate the offices of the District subject only to orders of the Board. The Board will determine the salary and/or review the position of general manager each year at the beginning of the third quarter of every fiscal year.

The board may delegate to the general manager the authority to employ all persons necessary for the proper handling of the business and operation of the district and to determine the compensation to be paid all employees other than the general manager.

If the Board has not appointed a general manager, the Board shall act to manage the District and may perform any function of the General Manager identified by these rules.

## **5.2. Delegation of Authority.**

The General Manager may delegate his administrative duties as may be necessary to effectively and expeditiously accomplish his duties, provided, however, that no such delegation shall ever relieve him of responsibilities that are ultimately his under the Act, Rules and Bylaws, or Board orders.

## **5.3. Travel Expenses.**

A. The General Manager, with the Board's approval, shall provide and periodically revise a written policy concerning the incurring and reimbursement of travel expenses on District business. Directors and employees shall be entitled to reimbursement for actual and necessary expenses incurred in performing District business.

Travel expenditures submitted for reimbursement must be approved by the General Manager or Board President, or the Board Vice President in the absence of the Board President.

Travel will be reimbursed at the current mileage rate established by the Internal Revenue Service.

B. Normal Reimbursable Expenses:

"Actual and necessary expenses" includes:

- (1) Mileage -- All mileage traveled in behalf of District related matters;
- (2) Travel -- All actual costs incurred in out-of-town District related business (taxi, bus, air, car, rental, gasoline, etc.);
- (3) Parking/Tolls -- All, anywhere;
- (4) Telephone -- All for District business; and
- (5) Lodging -- All costs for lodging and meals on out-of-town trips and other District business.
- (6) Conventions/Seminars -- The General Manager has the privilege and discretion to attend or approve District staff attendance at conventions and/or seminars where matters pertinent to District business are to be discussed or where there is to be an exchange in regards to information, education, or legislation pertinent to District business. The General Manager will seek approval of the Board to attend out of state conventions and/or seminars of interest and value to the District.
- (7) Purchasing -- The General Manager is entrusted and has the authority to purchase education, conservation, and/or pollution related materials to be used by the District, while attending meetings with state agencies, political subdivisions, conventions, seminars, or other conferences.

Food/Beverage -- The General Manager is entrusted with the privilege and discretion of purchasing food and/or non-alcoholic beverages within budget constraints.

Original receipt or proper documentation, must be submitted in order to be reimbursed.

## **5.4. Employee Benefits**

The Board may provide for and administer retirement disability, and death compensation funds for the employees of the District.

The Board may establish a public retirement system in accordance with the provisions of Chapter 810, Texas Government Code. The Board may also provide for a deferred compensation plan described by Section 457 of the Internal Revenue Code of 1986, 26 U.S.C. ' 457.

The Board may include hospitalization and medical benefits to its employees as part of the compensation paid to the employees and may adopt any plan, rule, or regulation in connection with it and amend or change the plan, rule, or regulation as it may determine necessary.

## SECTION 6. OPERATIONAL PROCEDURES

### 6.1. Operational Procedures.

The Board or the General Manager may establish and approve operational procedures for the District and such other procedures mandated by state law.

## SECTION 7. USE OF CONSULTANTS

### 7.1. Use of Consultants.

The Board shall set the compensation and terms for consultants. In selecting attorneys, engineers, auditors, financial advisors, or other professional services as defined by law, the District shall follow the procedures provided in the Professional Services Procurement Act, Subchapter A, Chapter 2254, Texas Government Code.

## SECTION 8. ANNUAL REPORT

### 8.1. Annual Report.

The President or the General Manager shall report to the Board on the status of the District and its programs at fiscal year end. The report may include at least the following: (i) the status of the Aquifer and the District's programs to protect and conserve the Aquifer; (ii) a financial report, including a report from the Board's audit committee, and a report on the performance and security of District investments; (iii) a review and evaluation of professional services rendered to the District during the year; (iv) a report on the status of any capital projects of the Districts; and (v) an evaluation of the District's performance in light of long range plans developed pursuant to Section 36.1071, Texas Water Code.

## SECTION 9. DISTRICT

### 9.1. District Address.

The District's mailing address is P.O. Box 528, Hearne, Texas 77859. Such address may be changed by resolution of the Board.

### 9.2. Minutes and Records of the District.

The Board shall keep a complete account of all of its meetings and proceedings and shall preserve its minutes, contracts, records, notices, accounts, receipts, and other records in a safe place. The records of the District are the property of the District and are subject to Chapter 552, Texas Government Code. The preservation, storage, destruction, or other disposition of the records of each district is subject to the requirements of Chapter 201, Texas Local Government Code, and the rules adopted there under. All documents, reports, records, and minutes

of the District are available for public inspection and copying following the Open Records Act. Upon written application of any person, the District will furnish copies of its public records. A copying charge pursuant to policies established by the District. A list of the charges for copies will be furnished by the District.

### 9.3. Certified Copies.

Requests for certified copies must be in writing. A certification charge and copying charge may be assessed, pursuant to policies established by the Board.

### 9.4. Office Hours.

The regular office hours of the District shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, except for District holidays, or as may be set from time to time by the Board.

### 9.5. Official Seal.

The Board by resolution may adopt an official seal for the District to be used on permits and other official documents of the District.

## SECTION 10. FINANCIAL

### 10.1. Contracts, Instruments, and Documents.

The Board may authorize the President or the General Manager to negotiate a contract and deliver any instrument or document in the name of and on behalf of the District, and such authority may be general or confined to specific instances. All contracts shall be executed by the President and attested by the Board Secretary, and approved by General Counsel, as requested by the Board, unless otherwise provided in the Board's Order / Resolution regarding the contract.

### 10.2. Bond Requirement.

The Board shall require an officer, employee, or consultant who collects, pays, or handles any funds of the District to furnish good and sufficient bond, payable to the District, in an amount determined by the Board to be sufficient to safeguard the District. The bond shall be conditioned on the faithful performance of that person's duties and on accounting for all funds and property of the District. Such bond shall be signed or endorsed by a surety company authorized to do business in Texas.

The Board may pay the premium on surety bonds required of officials, employees, or consultants of the District out of any available funds of the District, including proceeds from the sale of bonds.

### 10.3. Loans.

No loans shall be contracted on behalf of the District, and no evidence of indebtedness shall be issued in its name, unless authorized by order or resolution of the Board, executed by the President, and attested to by the Board Secretary.

### 10.4. Banking and Investments.

A. Checks, Drafts, etc. All checks, drafts, notes, or other orders for the payment of money issued in the name of the District shall be signed by such officers or employees of the District as shall from time to time be authorized by order or resolution of the Board.

B. Depositories. All funds of the District, except petty cash, shall be deposited from time to time to the credit of the District in such banks or accounts as the Board may, from time to time, designate, and upon such terms and conditions as shall be fixed by the Board, unless otherwise required by orders or resolutions authorizing the issuance of the District's bonds or notes. The Board may, from time to time, authorize the opening and maintaining of general and special accounts within any such depository as it may designate, and may make such special rules and regulations with respect thereto as it may deem expedient. To the extent that funds in the depository bank or banks are not insured by the Federal Deposit Insurance Corporation, they shall be secured as provided by Texas Water Code Section 36.155. The depository shall be located within the counties of the District unless the Board determines that a suitable depository cannot be found within the counties. The Board may also utilize the Texas Treasury Safekeeping Trust Company, commonly referred to as "TEXPOOL" as a depository.

C. Investments. The Board may provide that an authorized representative of the District may invest and reinvest the funds of the District and provide for money to be withdrawn from the appropriate accounts of the District for such investments on terms as the Board considers advisable. Unless expressly authorized by the Board, such investments must be made in direct or indirect obligations of the United States, the State, or any county, city, school district or other political subdivision of the State, or in certificates of deposit of state or national banks, saving and loans associations within the State of Texas, or the Texas Treasury Safekeeping Trust Company, provided that such certificates are secured in the manner provided for the security of the funds of counties of the State of Texas. All purchases and sales of investments must conform to investment objectives and regulations and are properly documented and approved. Periodic reviews of District investments are required to evaluate investment performance and security.

### 10.5. Audit.

The Board, at the end of each fiscal year, shall have prepared an audit of its affairs by an independent certified public accountant or a firm of independent certified public accountants, which audit shall be open to public inspection. Such auditors shall have no personal interest directly or indirectly in the fiscal affairs of the District and shall be experienced and qualified in the accounting and auditing of public bodies. The audit shall be performed in accordance with generally accepted auditing standards, including the use of AAudits of State and Local Government Units@ as a guide on audit working papers and AGovernmental Accounting and Financial Reporting Standards,@ and shall satisfy all requirements imposed by Chapter 36, Texas Water Code. It is provided, however, that the District's auditors may undertake consulting services for the District in addition to their duties in connection with the annual audit.

#### **10.6. Budget.**

The Board shall adopt an annual budget prior to the commencement of the fiscal year, for use in planning and controlling cost. The budget shall contain a complete financial statement, including a statement, or estimate, if appropriate, of:

- (1) The outstanding obligations of the District;
- (2) The amount of cash on hand to the credit of each fund of the District;
- (3) The amount of money available to the District from all sources during the ensuing year;
- (4) The amounts of the balances expected at the end of the year in which the budget is being prepared;
- (5) The estimated amounts of revenues and balances available to cover the proposed budget; and
- (6) The estimated water use fee that will be required.

The annual budget may be amended on the Board's approval.

#### **10.7. Setting Fee Schedule.**

A. Each year at the time that the Board approves its annual budget, the Board shall, by resolution, adopt a fee schedule to apply to all applications, registrations, inspections, and permits that are issued, renewed, or amended during the following fiscal year, as well as fees or for other services the District performs or fees to cover charges incurred by the District. The schedule shall establish a rate sufficient to produce revenues required by the budget and may include a reasonable allowance to take into account for the annual variability in pumping and groundwater demands.

B. The Board may amend the fee schedule from time to time, as deemed appropriate by the Board and as allowed by the law.

#### **10.8. Fiscal Year.**

The District's fiscal year shall begin on the first day of October.

#### **10.9. Purchasing.**

The Board shall have the right to purchase all materials, supplies, equipment, vehicles, and machinery needed by the District to perform its purposes.

A. Expenditures to acquire goods or services valued at greater than \$2,000 require approval by the Board in advance, unless an emergency occurs that endangers life or property and an emergency acquisition requiring an expenditure greater than \$2,000 shall be presented to the Board for approval and validation at its next following meeting. Emergency acquisitions valued at less than \$5,000 may be made by the General Manager and approved by the Board President without prior Board approval and if within budget constraints.

B. No expenditures may be made that are not authorized by the budget. This requirement shall not, however, prevent the Board from amending the budget at the same time that it authorizes an expenditure, provided that funds are available in other budget categories or that reserve funds are

available.

C. In the case of acquisitions of goods valued at \$1,000 or more, competitive quotations shall be obtained from three vendors, if possible, and documented for the District's records prior to making the purchase.

D. The Board may solicit proposals for professional services according to the Professional Services Procurement Act, Chapter 2254, Government Code, Subchapter A.

E. The Board authorizes purchasing through the State's cooperative local purchasing program, established under Texas Local Government Code " 271.081, et seq.

Construction contracts and contracts for the acquisition of materials and machinery requiring the expenditure of \$25,000 or more may be competitively bid, or as provided by law.

[Home](#)  
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# Board of Directors

The district is governed locally by an eight member board comprised of four members from Robertson County and four members from Brazos County. The board members are appointed by the respective County Commissioners Courts. House Bill 1784, the districts enabling legislation, dictates the required areas of representation by the board.

## Robertson County



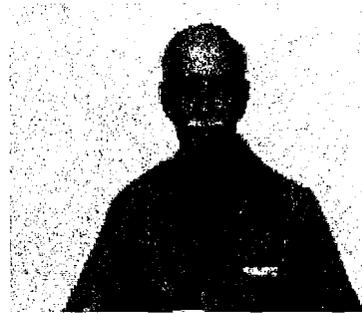
**Pete Brien**  
Rural Water  
Secretary  
2003-2007

Rt. 1 Box 702  
Hearne, TX 77859  
PH: 979-279-2427  
FAX: 979-279-2185



**Carl Cotropia**  
Agriculture  
2003-2009

P.O. Box 407  
Hearne, TX 77859  
PH: 979-279-3244



**Steve Lazarus**  
Municipal  
2003-2007

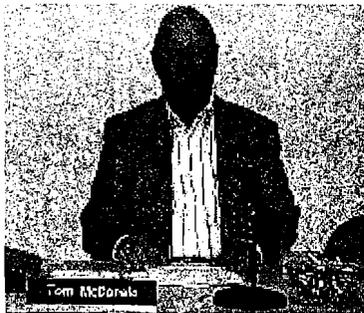
118 West 4th Street  
Hearne, TX 77859  
PH: 979-279-2173  
FAX: 979/279-2983



**Dale Johnson**  
Industry  
Treasurer  
2005-2009

P.O. Box 624  
Franklin, TX 77856  
PH: 254-746-5060  
FAX: 254-746-7753

## Brazos County



**Judge Tom McDonald**  
City of Bryan  
President  
2003-2009

P.O. Box 1085  
Bryan, Texas 77806  
PH: 979-822-3759  
FAX: 979-822-3580



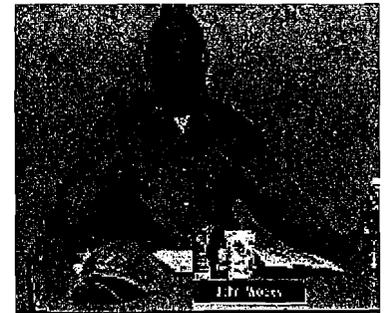
**Wayne Wilson**  
Agriculture  
2003-2007

7026 E OSR  
Bryan, TX 77808  
PH: 979-598-2136  
FAX: 979-589-1896



**Kent Watson**  
Rural Water  
Vice-President  
2005-2009

3686 Woodville Rd  
Bryan, TX 77808  
PH: 979-589-3030  
FAX: 979-589-3275



**John Woody**  
City of College Station  
2003-2007

P.O. Box 9960  
College Station, TX 77842  
PH: 979-764-3660  
FAX: 979-764-3452

**December 14, 2006  
Consent Agenda  
BRW Change Order No. 2**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, discussion, and possible action regarding Change Order No. 2 to a contract with Brown Reynolds Watford Architects, Inc. (BRW) in an amount not to exceed \$1,650.00 for the Fire Station No. 5 Project.

**Recommendation(s):** Staff recommends approval of the change order in an amount not to exceed \$1,650.00.

**Summary:** BRW is currently under contract for the design of the Fire Station No. 5 Project. This change order is for an increase in construction management services due to delays by the bonding company's contractor meeting Substantial Completion and Final Completion dates. The delays necessitated additional site visits and inspections by the architect to document progress by the bonding company's contractor.

**Budget & Financial Summary:** The budget for this project is \$1,795,000.00.

**Attachments:**

1. BRW Change Order No. 2
2. Location Map

**CHANGE ORDER NO. 2** Contract No. 03-059 DATE: 10/16/2006  
P.O.# 030655 PROJECT: Fire Station No. 5 Project, Project No. GG-0201

**OWNER:** City of College Station  
P.O. Box 9960  
College Station, Texas 77842

**CONTRACTOR:** Brown Reynolds Watford Architects, Inc.  
2700 Earl Rudder Freeway South, Suite 4000  
College Station, Texas 77845  
Ph: (979) 694-1791 Fax: (979) 694-8293

**PURPOSE OF THIS CHANGE ORDER:**  
A. Design consultant fee increase

| ITEM NO | UNIT | DESCRIPTION  | UNIT PRICE | ORIGINAL QUANTITY | REVISED QUANTITY | ADDED COST |
|---------|------|--|------------|-------------------|------------------|------------|
| 1       | LS   | Architectural services during construction liquidated damages period | \$1,650.00 | 0                 | 1                | \$1,650.00 |
|         |      |  |            |                   | TOTAL            | \$1,650.00 |

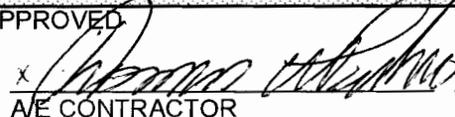
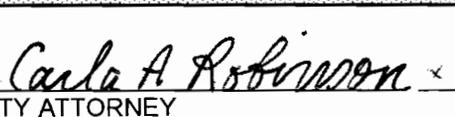
THE NET AFFECT OF THIS CHANGE ORDER IS A 1.38% INCREASE.

|                          |              |                     |
|--------------------------|--------------|---------------------|
| ORIGINAL CONTRACT AMOUNT | \$120,000.00 |                     |
| Change Order No. 1       | \$33,980.69  | 28.32% CHANGE       |
| Change Order No. 2       | \$1,650.00   | 1.38% CHANGE        |
| REVISED CONTRACT AMOUNT  | \$155,630.69 | 29.69% TOTAL CHANGE |

|                               |          |
|-------------------------------|----------|
| ORIGINAL CONTRACT DESIGN TIME | 105 Days |
| Design Time Extension No. 1   | 0 Days   |
| Design Time Extension No. 2   | 0 Days   |
| Revised Contract Design Time  | 105 Days |

|                                     |     |
|-------------------------------------|-----|
| SUBSTANTIAL COMPLETION DATE         | N/A |
| Revised Substantial Completion Date | N/A |

APPROVED

|   |         |  |  |
|---|---------|--|--|
|  | 11/7/06 |  |  |
| A/E CONTRACTOR  |         | CITY ATTORNEY  |  |
|  | N/A     |  |  |
| CONSTRUCTION CONTRACTOR   |         | CHIEF FINANCIAL OFFICER  |  |
|  | 11/7/06 |  |  |
| PROJECT MANAGER   |         | MAYOR  |  |
|  | 11/7/06 |  |  |
| CITY ENGINEER   |         | CITY SECRETARY   |  |
|  | 11-7-06 |  |  |
| DEPARTMENT DIRECTOR   |         | CITY MANAGER   |  |

Note: Item 1 of this change order is acceptance by ratification for work already completed.

PEBBLE CREEK PH

PEBBLE CREEK DEVELOPMENT  
497504-0001-0001  
PASSES

COLLEGE STATION, CITY OF  
338.89 ACRES  
000901-0003-0100

T CARUTHERS  
A-9

THURMOND, FRANK

Subject Property

PEBBLE CREEK DEVELOPMENT  
327.59 ACRES  
020201-0014-0011  
R1 0007

PITTMAN, BILLY JR & SHERR  
5 ACRES  
000901-0058-0022

THURMOND, FRANK &  
36.27 ACRES  
000901-0058-0010  
R1 0012

SW ROBERT  
A-202

STONE FOREST PH

STONE FOREST PH

City of College Station

BRADIS COUNTY APPRAISAL DISTRICT

MAP # 282-350

BRADIS COUNTY APPRAISAL DISTRICT

STREET MAP

LEGEND

UNIMPROVED LOT  
IMPROVED LOT  
STREET

**December 14, 2006  
Consent Agenda  
Rock Prairie Road Widening Needs Resolution**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution determining the public necessity to acquire right-of-way and easement interests for the Rock Prairie Road Widening Design and ROW Project.

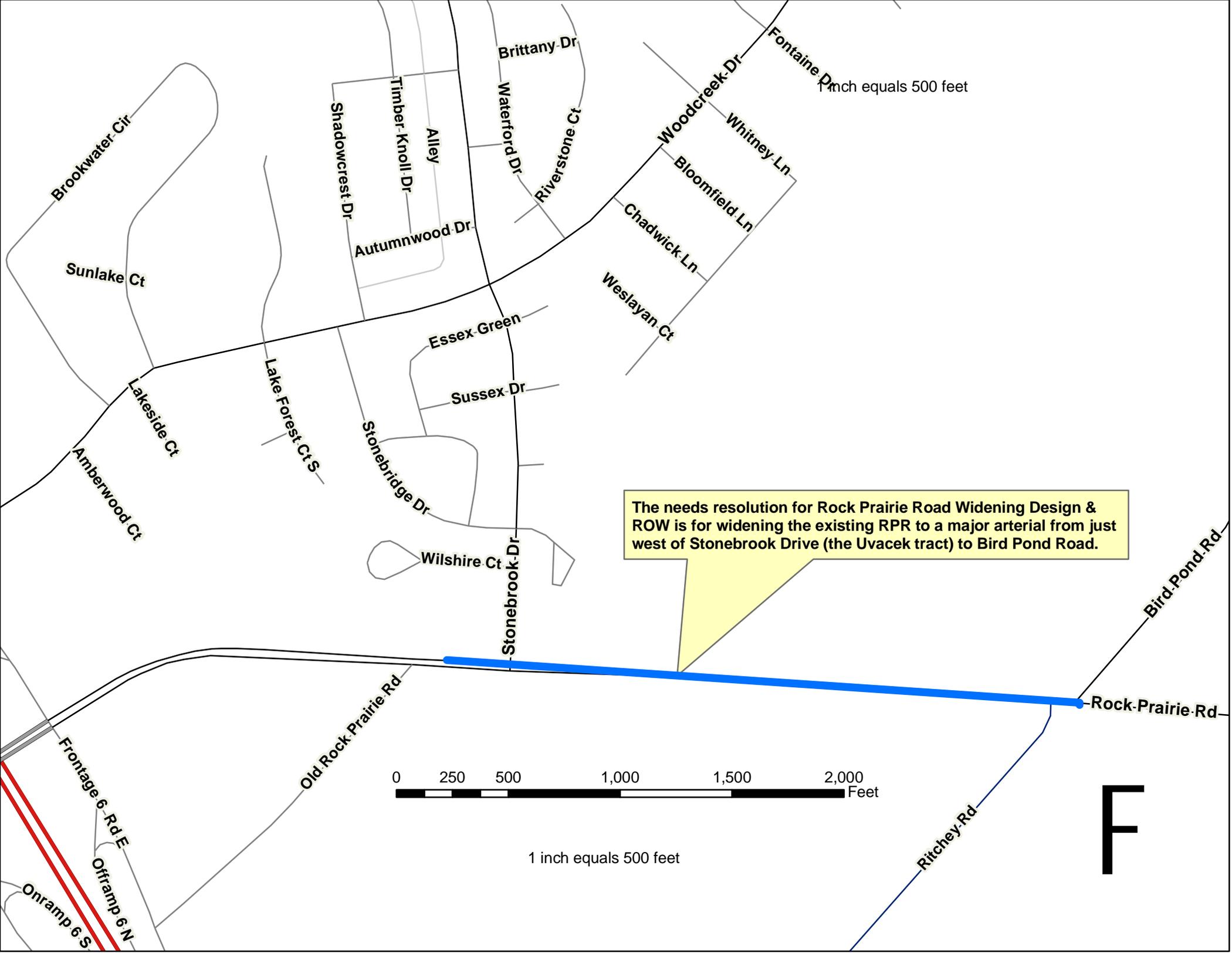
**Recommendation(s):** Staff recommends approval of the resolution.

**Summary:** Additional easement and right-of-way space is required for public utilities, access, landscape, and construction of improvements along Rock Prairie Road between the frontage road at Highway 6 and William D. Fitch Parkway. The design will be completed by the June 2007. Pending right-of-way and easement acquisition is expected to start soon after City Council's approval of this resolution.

**Budget & Financial Summary:** The budget for the design of the Rock Prairie Road Widening Design and ROW Project is \$795,000. Funding for this project is from the 2003 general obligation bond fund.

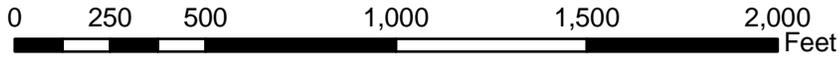
**Attachments:**

1. Location Map
2. Needs Resolution
3. Exhibits A



1 inch equals 500 feet

The needs resolution for Rock Prairie Road Widening Design & ROW is for widening the existing RPR to a major arterial from just west of Stonebrook Drive (the Uvacek tract) to Bird Pond Road.



1 inch equals 500 feet

F

## RESOLUTION DETERMINING NEED

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, RIGHT-OF-WAY AND EASEMENT INTEREST IN CERTAIN PROPERTY FOR THE ROCK PRAIRIE ROAD WIDENING PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

WHEREAS, the City of College Station, Texas (“City”) is a home rule municipality duly incorporated and chartered under the Constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs and maintains a city roadway system as a public service; and

WHEREAS, the City’s ownership, operation, construction, repair, and maintenance of the city roadway system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its street system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City’s Charter; and

WHEREAS, the City is engaged in the following project regarding improvements to Rock Prairie Road between the frontage road at Highway 6 and William D. Fitch Parkway including widening of the road, installation of public utilities, access, and landscaping, (the “Project”); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City improve Rock Prairie Road between the frontage road at Highway 6 and William D. Fitch Parkway, through the City’s acquisition, by purchase or condemnation proceeding, of the right-of-way and easements as provided in Exhibits A, attached hereto and incorporated herein by reference for all purposes (the “Right-of-Way and Easements”); now, therefore;

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Right-of-Way and Easements, and the public welfare and convenience will be served by the acquisition of the Right-of-Way and Easements.

- PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Right-of-Way and Easements.
- PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Right-of-Way and Easements.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Right- of-Way and Easements.
- PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Right-of-Way and Easements, the City's Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.
- PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Right-of-Way and Easements for the Project, on behalf of the City of College Station.
- PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Right-of-Way and Easements, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.
- PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 14<sup>th</sup> day of December, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:

E-Signed by Carla A. Robinson  
VERIFY authenticity with Adobe

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

**EXHIBIT A**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Edward Uvacek Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 7.0 acre Second Tract conveyed to Edward Uvacek, Jr. and wife, Beatrice G. Uvacek by deed recorded in Volume 321, Page 664 of the Deed Records of Brazos County, Texas, being a strip of land Twenty feet (20') wide through the said Uvacek tract and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southwest line of Lot 1 Block 1 Riviera Addition to the City of College Station, Texas, according to plat of record in Volume 6607, Page 97 of the Official Public Records of Brazos County, Texas N 15° 28' 36" W – 15.87 feet from a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found in the north line of Rock Prairie Road at the southwest corner of the said Lot 1.

Thence N 86° 27' 34" W – 131.22 feet through the said Uvacek tract, parallel to and 15' from the northeast line of Rock Prairie Road as described by deed recorded in Volume 4134, Page 304 of the Official Public Records of Brazos County, Texas, to the approximate line between the First Tract and Second Tract described in said Volume 321, Page 664 of the Deed Records of Brazos County, Texas;

Thence N 42° 16' 55" E – 25.64 feet along said line to the northwest corner of this tract;

Thence S 86° 27' 34" E – 108.28 feet through the said Uvacek Second Tract, parallel to and Thirty-five feet (35') from the said north right-of-way line of Rock Prairie Road to the northeast corner of this tract in the southwest line of the said Riviera Addition;

Thence S 15° 28' 36" E – 21.15 feet along the southwest line of the said Riviera Addition to the Point of Beginning and containing 2395 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

Woodcreek - Section Seven  
 Vol. 2580, Pg. 113

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Riviera Addition  
 Vol. 6607, Pg. 97

Lot 1  
 Block 1

Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
 23.233 acres - First Tract  
 Vol. 321, Pg. 664

Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
 7.0 acres - Second Tract  
 Vol. 321, Pg. 664

Note:  
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Edward Uvacek, Jr. and wife, Beatrice Uvacek  
 4.507 acres - Tract Two  
 Vol. 274, Pg. 383

**Proposed 20' Easement**  
 2,395 sq. ft.

N 42°16'55"E 25.64'  
 S 86°27'34"E - 108.28'

N 86°27'34"W - 181.10' to IR set

N 86°27'34"W - 131.22'

N 15°28'36"W - 15.87'

existing aerial powerline - BTU  
 this powerline is covered by a 20' Powerline Easement in Vol. 98, Pg. 79

2.39 ac. R.O.W. Parcel  
 Vol. 4134, Pg. 304

Rock Prairie Road East

Proposed 120' R.O.W.

Existing 90' R.O.W.

0.12 ac. R.O.W. Parcel - Vol. 4134, Pg. 304

existing aerial powerline - CS

**DRAFT**

Weingarten/Investments, Inc.  
 6.566 acres  
 Vol. 7282, Pg. 72

former R.O.W. of Rock Prairie Road

Proposed 20' Easement Uvacek Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

Weingarten Realty Investors  
 17.21 acres  
 Vol. 7095, Pg. 66

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Riviera Addition  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of the Riviera Addition as described by plat recorded in Volume 6607, Page 97 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the present north line of the 15' Public Utility Easement along the south side of Lot 1 Block 1 of the said Riviera Addition and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southwest line of the said Riviera Addition N 15° 28' 36" W – 15.87 feet from a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found at the southwest corner of the said Lot 1.

Thence S 86° 27' 34" E – 154.10 feet through the said Riviera Addition, parallel to and fifteen (15') feet from the present northwest line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the left (R=25.00');

Thence along the arc of said curve in a counter clockwise direction through a central angle of 78° 27' 47" to the northeast corner of this tract in the northwest line of Stonebrook Drive;

Thence N 86° 27' 34" W – 185.49 feet through the Riviera Addition to the northwest corner of this tract;

Thence S 15° 28' 36" E – 21.15 feet along the southwest line of the said Riviera Addition to the Point of Beginning and containing 3518 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

Woodcreek - Section Seven  
Vol. 2580, Pg. 113

**Joe Orr, Inc.**  
Surveyors & Engineers  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

October 2006

0 50 100 Feet

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Lot 1  
Block 1

Riviera Addition  
Vol. 6607, Pg. 97

Note:  
This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Proposed  
20' Easement  
3,518 sq. ft.

N 86°27'34"W - 185.49'

S 86°27'34"E - 154.10'

N 15°28'36"W - 15.87'

existing aerial powerline - BTU

2.39 ac. R.O.W. Parcel  
Vol. 4134, Pg. 304

this powerline is covered by a 20' Powerline Easement in Vol. 98, Pg. 79

Rock Prairie Road East

Existing 90' R.O.W.

0.12 ac. R.O.W. Parcel - Vol. 4134, Pg. 304

existing aerial powerline - CS

Proposed 120' R.O.W.

**DRAFT**

Weingarten Realty  
Investors  
17.21 acres  
Vol. 7095, Pg. 66

Proposed 20' Easement  
Riviera Addition  
Thomas Caruthers League A-9  
College Station, Texas

College Station  
Independent  
School District  
30.00 acres  
Vol. 1033, Pg. 534

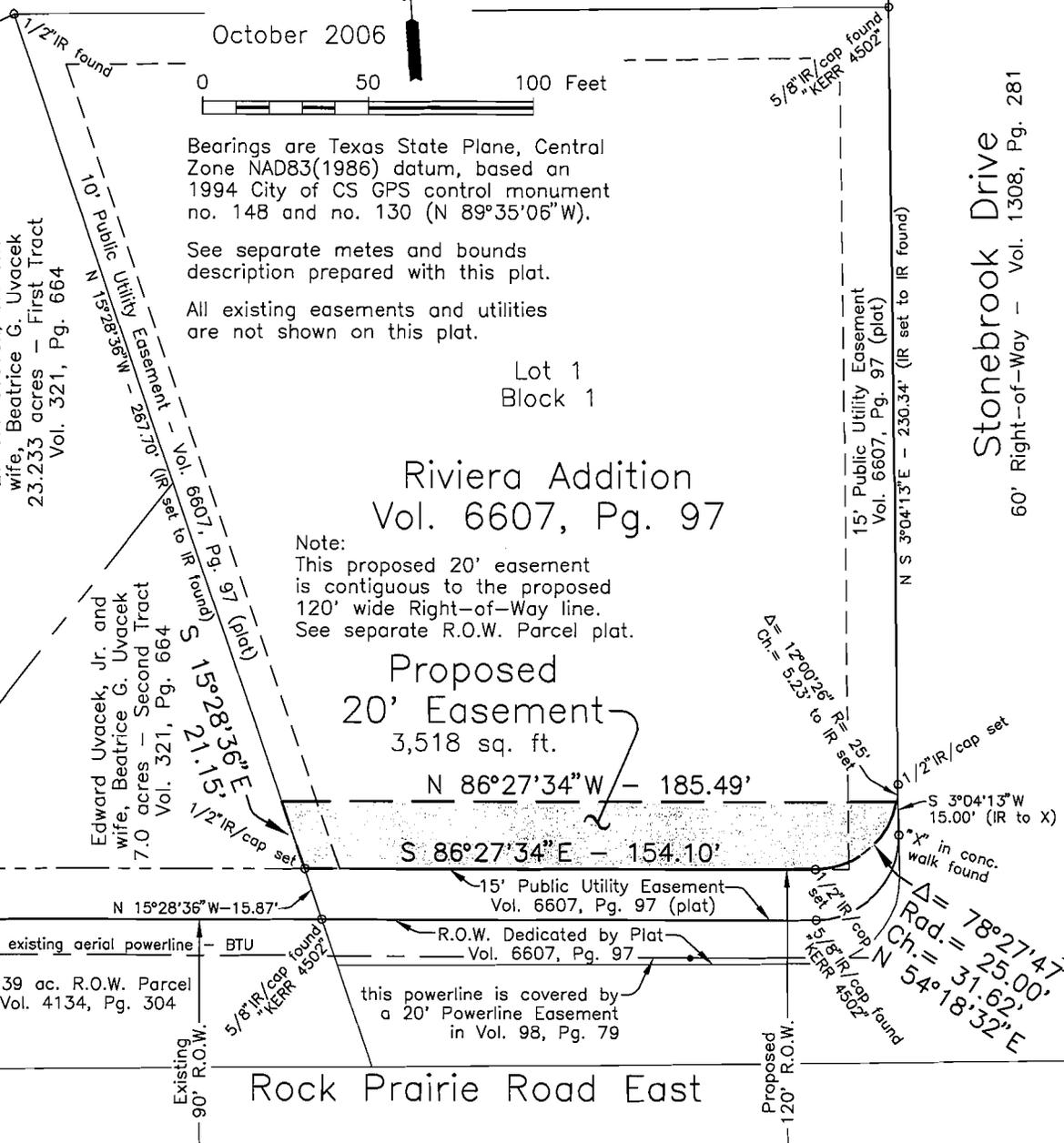
Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
23.233 acres - First Tract  
Vol. 321, Pg. 664

Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
7.0 acres - Second Tract  
Vol. 321, Pg. 664

Dr. Roy R. Luepnitz  
0.96 acres (rem. of 1.01 ac.)  
Vol. 4792, Pg. 42

Woodcreek - Section Eight  
Vol. 3711, Pg. 237

Stonebrook Drive  
60' Right-of-Way - Vol. 1308, Pg. 281



**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Luepnitz Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 0.96 acre tract conveyed to Dr. Roy R. Luepnitz by deed recorded in Volume 4792, Page 42 of the Official Public Records of Brazos County, Texas, being a strip of land lying parallel to and 15' from the present north right-of-way line of Rock Prairie Road and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of the said Luepnitz tract N 30° 57' 23" E – 16.90 feet from a ½" iron rod found (bent) at the southeast corner of the said Luepnitz tract which is also the northeast corner of that 2011 square foot right-of-way easement described in Volume 4012, Page 79 of the Official Public Records of Brazos County, Texas.

Thence N 86° 27' 34" W – 158.40 feet through the said Luepnitz tract, parallel to and fifteen (15') feet from the present northwest line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the right (R=25.00');

Thence along the arc of said curve in a clockwise direction through a central angle of 78° 27' 47" to the northwest corner of this tract in the southeast line of Stonebrook Drive;

Thence S 86° 27' 34" E – 193.27 feet through the said Luepnitz tract to the southeast line of same;

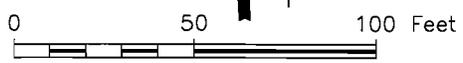
Thence S 30° 57' 23" W – 22.53 feet along the line between the said Luepnitz tract and that tract conveyed to Marguerite H. Carroll, trustee and Linda Carroll Lantz by deed recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas, to the Point of Beginning and containing 3639 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

Woodcreek - Section Eight  
 Vol. 3711, Pg. 237

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

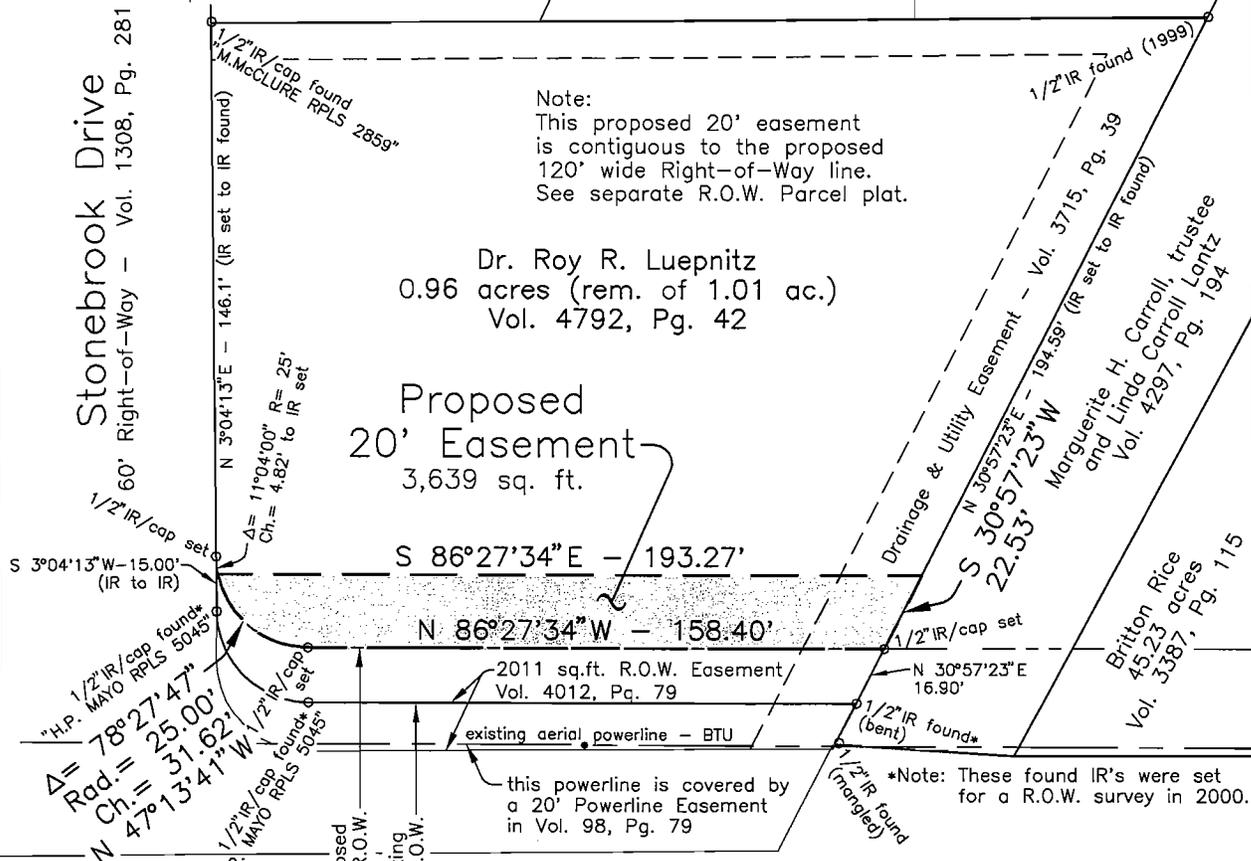
Riviera Addition  
 Vol. 6607, Pg. 97

Stonebrook Drive  
 60' Right-of-Way - Vol. 1308, Pg. 281

Dr. Roy R. Luepnitz  
 0.96 acres (rem. of 1.01 ac.)  
 Vol. 4792, Pg. 42

**Proposed 20' Easement**  
 3,639 sq. ft.

Note:  
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.



Rock Prairie Road East

"H.P. MAYO RPLS 5045"  
 $\Delta = 78^\circ 27' 47"$   
 $Rad. = 25.00'$   
 $Ch. = 31.62'$   
 $N 47^\circ 13' 41" W$

2011 sq. ft. R.O.W. Easement  
 Vol. 4012, Pg. 79

existing aerial powerline - BTU  
 this powerline is covered by a 20' Powerline Easement in Vol. 98, Pg. 79

\*Note: These found IR's were set for a R.O.W. survey in 2000.

existing aerial powerline - CS      0.24 ac. R.O.W. Easement - Vol. 4026, Pg. 323

**DRAFT**

Weingarten Realty Investors  
 17.21 acres  
 Vol. 7095, Pg. 66

Proposed 20' Easement  
 Luepnitz Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

College Station Independent School District  
 30.00 acres  
 Vol. 1033, Pg. 534

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Carroll and Lantz Tract  
Thomas Caruthers League  
College Station, Texas  
17 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that tract conveyed to Marguerite H. Carroll, trustee and Linda Carroll Lantz by deed recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed north right-of-way line (120' width) of Rock Prairie Road and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Carroll and Lantz tract and that 0.96 acre tract conveyed to Dr. Roy R. Luepnitz by deed recorded in Volume 4792, Page 42 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod was found (bent) S 30° 57' W – 16.9 feet at the southeast corner of the said Luepnitz tract.

Thence N 30° 57' 23" E – 22.53 feet along the line between the said Carroll and Lantz tract and the said Luepnitz tract to the northwest corner of this tract;

Thence S 86° 27' 34" E – 52.41 feet through the said Carroll and Lantz tract to the northeast corner of this tract in the northwest line of that 45.23 acre tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas;

Thence S 32° 16' 40" W – 22.81 feet along the line between the said Carroll and Lantz tract and the said Britton Rice tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the southeast corner of this tract;

Thence N 86° 27' 34" W – 51.82 feet through the said Carroll and Lantz tract to the Point of Beginning and containing 1042 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

Woodcreek - Section Eight  
 Vol. 3711, Pg. 237

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Stonebrook Drive

Note:  
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Dr. Roy R. Luepnitz  
 0.96 acres (rem. of 1.01 ac.)  
 Vol. 4792, Pg. 42

Proposed 20' Easement  
 1,042 sq. ft.

Marguerite H. Carroll, trustee  
 and Linda Carroll Lantz  
 Vol. 4297, Pg. 194

Britton Rice  
 45.23 acres  
 Vol. 3387, Pg. 115

\*Note: This found IR was set for a R.O.W. survey in 2000.

2011 sq.ft. R.O.W. Easement - Vol. 4012, Pg. 79

R.O.W. Dedicated by Plat  
 Vol. 1308, Pg. 281

Existing 90' R.O.W.

Rock Prairie Road East

Proposed 120' R.O.W.

existing aerial powerline - CS

0.24 ac. R.O.W. Easement - Vol. 4026, Pg. 323

**DRAFT**

Proposed 20' Easement  
 Carroll and Lantz Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

College Station  
 Independent  
 School District  
 30.00 acres  
 Vol. 1033, Pg. 534

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Britton Rice 45.23 Acre Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 45.23 acre tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas being a strip of land lying along and adjoining the proposed north right-of-way line (120' width) of Rock Prairie Road and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Britton Rice tract and the Marguerite H. Carroll, trustee and Linda Carroll Lantz tract described by deed recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas, N 32° 16' 40" E – 33.40 feet from where a ½" iron rod was found in 1999 at the southwest corner of the said Rice tract in the prescriptive north line of Rock Prairie Road.

Thence N 32° 16' 40" E – 22.81 feet along the line between the said Rice tract and the said Carroll and Lantz tract to the northwest corner of this tract;

Thence S 86° 27' 34" E – 701.76 feet through the said Britton Rice tract to the northeast corner of this tract in the southeast line of the said 45.23 acre tract;

Thence S 41° 36' 28" W – 25.40 feet along the line between the said Britton Rice 45.23 acre tract and that 45.00 acre tract conveyed to Britt Rice by deed recorded in Volume 3636, Page 85 of the Official Public Records of Brazos County, Texas, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract from which the southeast corner of the said Britton Rice 45.23 acre tract in the prescriptive north right-of-way of Rock Prairie Road bears S 41° 36' 28" W – 36.34 feet;

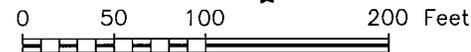
Thence N 86° 27' 34" W – 697.06 feet through the said Britton Rice 45.23 acre tract to the Point of Beginning and containing 0.321 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Britton Rice  
 45.23 acres  
 Vol. 3387, Pg. 115

Proposed 20' Easement  
 0.321 acres

S 86°27'34"E - 701.76'

N 86°27'34"W - 697.06'

Rock Prairie Road East

**DRAFT**

Proposed 20' Easement  
 Rice 45.23 acre Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

Stewart Thompson, trustee for  
 the Brian Howard Perry Trust  
 25.79 acres  
 Vol. 1980, Pg. 272

College Station  
 Independent School District  
 30.00 acres  
 Vol. 1033, Pg. 534

Note:  
 This proposed 20' easement  
 is contiguous to the proposed  
 120' wide Right-of-Way line.  
 See separate R.O.W. Parcel plat.

Woodcreek - Section Eight  
 Vol. 3711, Pg. 237

Dr. Roy R. Luepnitz  
 0.96 acres  
 (rem. of 1.01 ac.)  
 Vol. 4792, Pg. 42

Marguerite H. Carroll, trustee  
 and Linda Carroll Lantz  
 Vol. 4297, Pg. 194  
 "KERR RPLS 4502" found

N 32°16'40"E  
 22.81'  
 N 32°16'40"E - 761.57' to 5/8" IR/cap  
 1/2" IR/cap set  
 1/2" IR found (1999)

S 41°36'28"W  
 25.40'  
 N 41°37'E - 560.5'  
 to 5/8" IR found (bent)  
 Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85

Existing 90' R.O.W.

Proposed 120' R.O.W.

0.24 ac. R.O.W. Easement  
 Vol. 4026, Pg. 323

this powerline is covered by  
 a 20' Powerline Easement  
 in Vol. 98, Pg. 79

existing wire fence  
 existing aerial powerline - BTU

existing aerial powerline - CS

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Britt Rice 45.00 Acre Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 45.00 acre tract conveyed to Britt Rice by deed recorded in Volume 3636, Page 85 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed north right-of-way line (120' width) of Rock Prairie Road and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Britt Rice 45.00 acre tract and that 45.23 acre tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas, from which the southwest corner of the said 45.00 acre tract bears S 41° 36' 28" W – 67.13 feet.

Thence N 41° 36' 28" E – 25.40 feet along the line between the said Rice 45.00 acre tract and the said Rice 45.23 acre tract to the northwest corner of this tract;

Thence S 86° 27' 34" E – 1545.77 feet through the said Britton Rice tract to an angle point;

Thence S 85° 02' 05" E – 58.06 feet continuing through the said Britt Rice 45.00 acre tract to the northeast corner of this tract in the southeast line of the said 45.00 acre tract;

Thence S 40° 26' 52" W – 24.56 feet along the southeast line of the said Britt Rice 45.00 acre tract to a mag nail set at the southeast corner of this tract;

Thence N 85° 02' 05" W – 43.55 feet through the said Britt Rice 45.00 acre tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

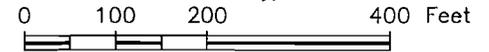
Thence N 86° 27' 34" W – 1561.18 feet through the said Britt Rice 45.00 acre tract to the Point of Beginning and containing 0.754 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006



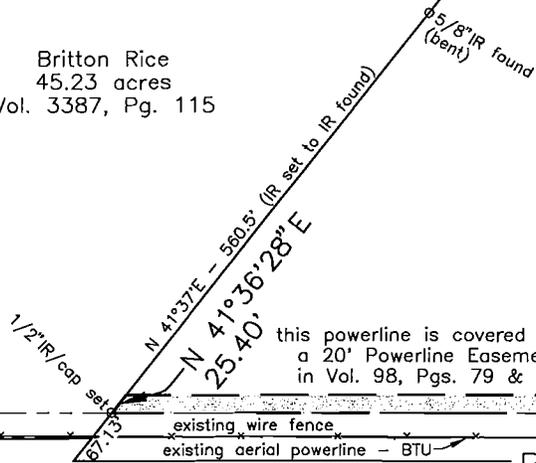
Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Britton Rice  
 45.23 acres  
 Vol. 3387, Pg. 115

Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85



Proposed 20' Easement  
 0.737 acres

S 86°27'34"E - 1545.77'

N 86°27'34"W - 1561.18'

Rock Prairie Road East

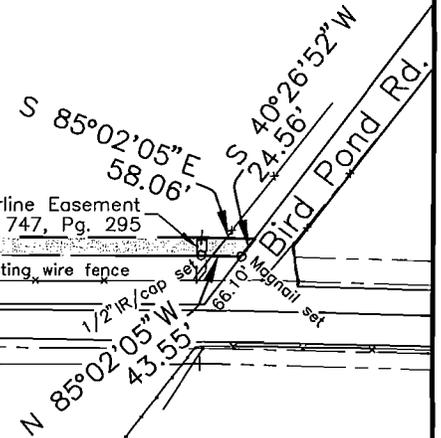
existing 10' Powerline Easement  
 Vol. 747, Pg. 295

existing wire fence

this powerline is covered by a 20' Powerline Easement in Vol. 98, Pgs. 79 & 80

existing wire fence  
 existing aerial powerline - BTU

existing aerial powerline - CS



Stewart Thompson, trustee for the Brian Howard Perry Trust  
 25.79 acres  
 Vol. 1980, Pg. 272

Jo Ann Atkins  
 10.846 acres  
 Vol. 267, Pg. 483

W.G. Ritchey and wife, Sybil D. Ritchey  
 341.60 acres  
 Vol. 237, Pg. 29

Willis S. Ritchey  
 11 acres  
 Vol. 260, Pg. 466

**DRAFT**

Proposed 20' Easement  
 Rice 45.00 acre Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

Note:  
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
College Station I.S.D. Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 30.00 acre tract conveyed to College Station Independent School District by deed recorded in Volume 1033, Page 534 of the Official Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said College Station I.S.D. tract and that 17.21 acre tract conveyed to Weingarten Realty Investors by deed recorded in Volume 7095, Page 66 of the Official Public Records of Brazos County, Texas, S 3° 20' 28" W – 15.00 feet from a plastic cap stamped "Strong RPLS 4961" found at the northeast corner of the said Weingarten tract and a ½" iron rod was found S 3° 20' 28" W – 680.50 feet.

Thence S 86° 27' 34" E – 741.24 feet through the said College Station Independent School District tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the line between the said College Station I.S.D. and that 25.79 acre tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas, from which a 5/8" iron rod was found N 2° 42' 27" W – 30.47 feet at the northwest corner of the said Brian Howard Perry Trust tract and a ¼" iron rod was found S 2° 42' 27" E – 1025 feet;

Thence S 2° 42' 27" E – 20.12 feet along the line between the said College Station I.S.D. tract and the said Brian Howard Perry Trust tract to the southeast corner of this tract;

Thence N 86° 27' 34" W – 743.36 feet through the said College Station I.S.D. 30.00 acre tract to the line between the said College Station I.S.D. tract and the said Weingarten Realty Investors tract;

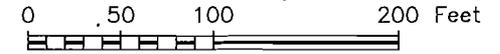
Thence N 3° 20' 28" E – 20.00 feet along the said line between the said College Station I.S.D. tract and the said Weingarten Realty Investors tract to the Point of Beginning and containing 0.341 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

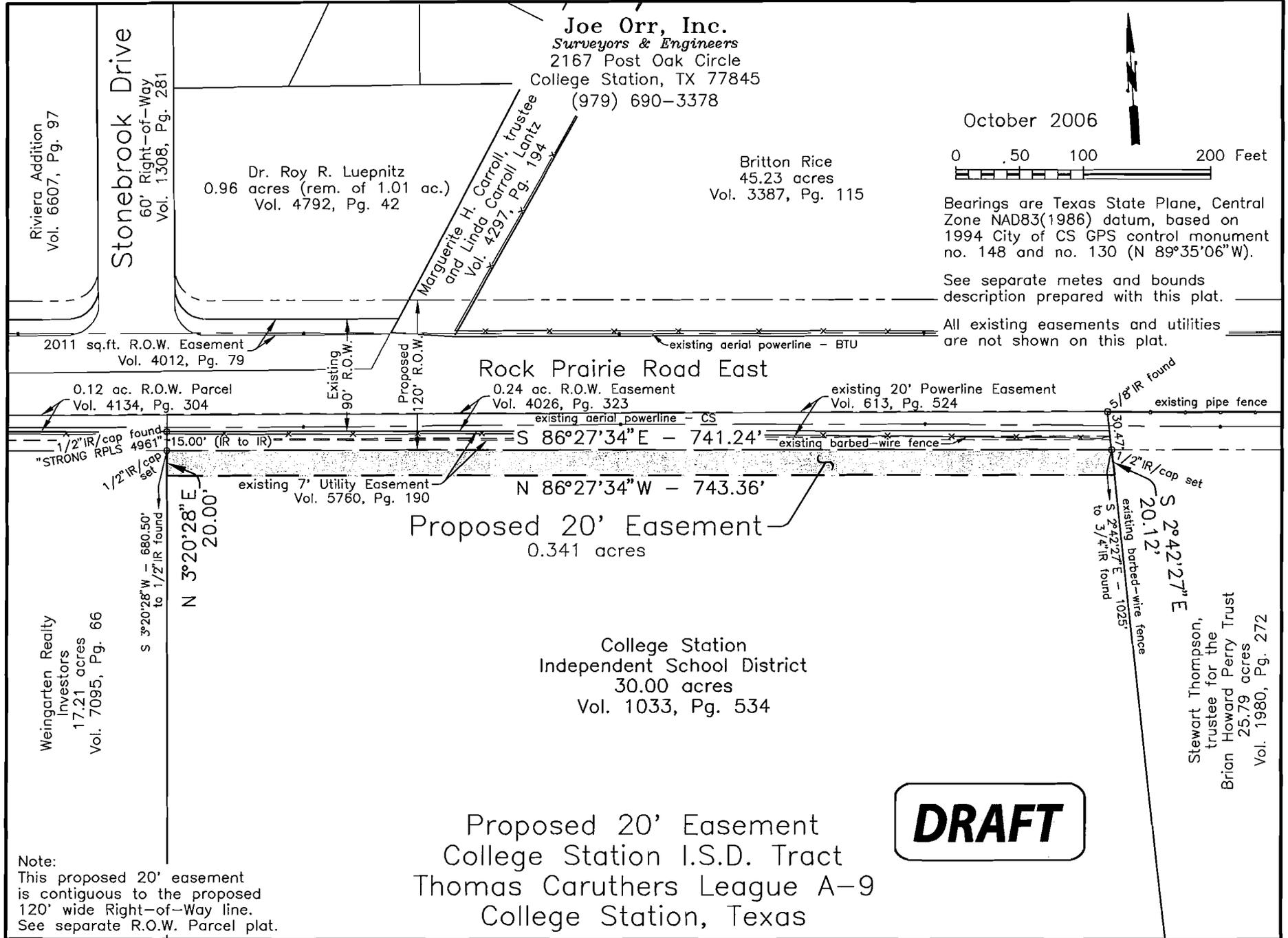
October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.



Note:  
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Proposed 20' Easement  
 College Station I.S.D. Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

**DRAFT**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Brian Howard Perry Trust Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 25.79 acre tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Brian Howard Perry Trust tract and that 30.00 acre tract conveyed to College Station Independent School District by deed recorded in Volume 1033, Page 534 of the Official Records of Brazos County, Texas, from which a 5/8" iron rod was found N 2° 42' 27" W – 30.47 feet at the northwest corner of the said Perry Trust tract in the south line of the existing prescriptive right-of-way of Rock Prairie Road and from which a ¾" iron rod was found S 2° 42' 27" E – 1025 feet;

Thence S 86° 27' 34" E – 489.53 feet through the said Brian Howard Perry Trust tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract from which a 5/8" iron rod was found N 7° 55' 42" W – 31.57 feet at the common corner of the Brian Howard Perry Trust tract and that 10.846 acre tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas, and from which a fence corner post bears S 7° 55' 42" E – 994.6 feet;

Thence S 7° 55' 42" E – 20.41 feet along the line between the said Jo Ann Atkins tract and the said Brian Howard Perry Trust tract to the southeast corner of this tract;

Thence N 86° 27' 34" W – 491.39 feet through the said Brian Howard Perry Trust tract to the southwest corner of this tract in the line between the said Brian Howard Trust tract and the College Station I.S.D. tract;

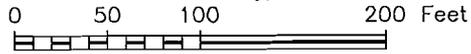
Thence N 2° 42' 27" W – 20.12 feet along the line between the said College Station I.S.D. tract and the said Brian Howard Perry Trust tract to the Point of Beginning and containing 0.225 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

Joe Orr, Inc.  
Surveyors & Engineers  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

October 2006



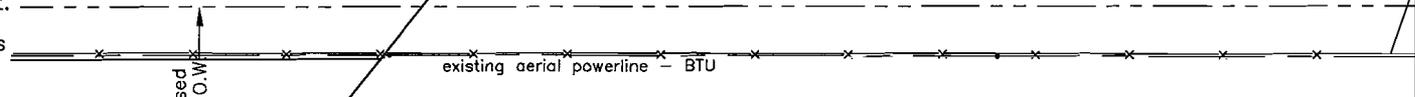
Britton Rice  
45.23 acres  
Vol. 3387, Pg. 115

Britt Rice  
45.00 acres  
Vol. 3636, Pg. 85

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

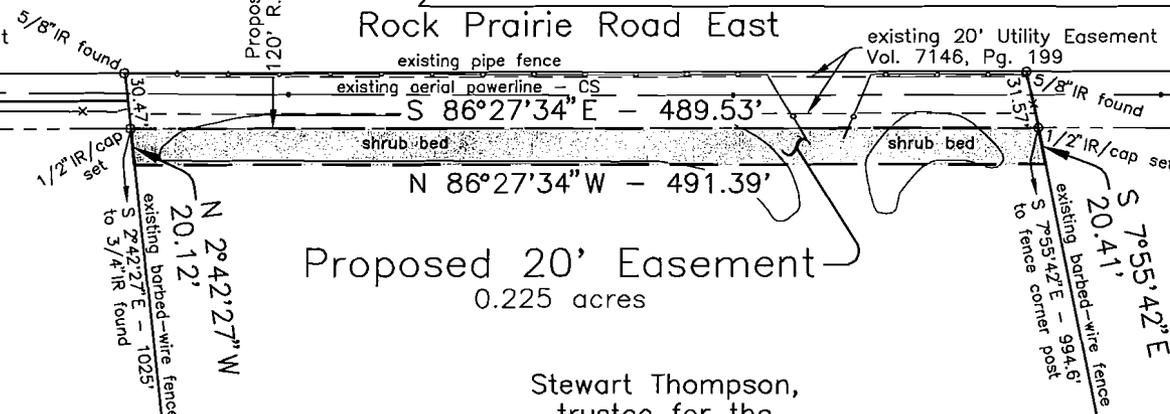
All existing easements and utilities are not shown on this plat.



### Rock Prairie Road East

0.24 ac. R.O.W. Easement  
Vol. 4026, Pg. 323

existing 20' Utility Easement  
Vol. 7146, Pg. 199



Proposed 20' Easement  
0.225 acres

College Station  
Independent School District  
30.00 acres  
Vol. 1033, Pg. 534

Stewart Thompson,  
trustee for the  
Brian Howard Perry Trust  
25.79 acres  
Vol. 1980, Pg. 272

Jo Ann Atkins  
10.846 acres  
Vol. 267, Pg. 483

**DRAFT**

Proposed 20' Easement  
Perry Trust Tract  
Thomas Caruthers League A-9  
College Station, Texas

Note:  
This proposed 20' easement  
is contiguous to the proposed  
120' wide Right-of-Way line.  
See separate R.O.W. Parcel plat.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Jo Ann Atkins Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 10.846 acre tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas; and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Jo Ann Atkins tract and that 25.79 acre tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas, from which a 5/8" iron rod was found N 7° 55' 42" W – 31.57 feet at the common corner of said tracts in the south line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence S 86° 27' 34" E – 663.72 feet through the said Jo Ann Atkins tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo 5045" set in the line between the said Atkins tract and that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas, from which a 5/8" iron rod was found N 13° 53' 07" E – 31.28 feet at the northeast corner of the said Atkins tract in the northwest line of the said Ritchey tract, and from which a fence angle point at an 18" post oak bears S 13° 53' W – 526 feet;

Thence S 13° 53' 07" W – 20.33 feet along the line between the said Jo Ann Atkins tract and the said Ritchey tract to the southeast corner of this tract;

Thence N 86° 27' 34" W – 656.01 feet through the said Jo Ann Atkins tract to the southwest corner of this tract in the line between the said Jo Ann Atkins tract and the said Brian Howard Perry Trust tract;

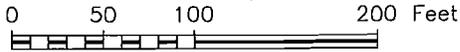
Thence N 7° 55' 42" W – 20.41 feet along the line between the said Jo Ann Atkins tract and the said Brian Howard Perry Trust tract to the Point of Beginning and containing 0.303 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

Joe Orr, Inc.  
 Surveyors & Engineers  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006

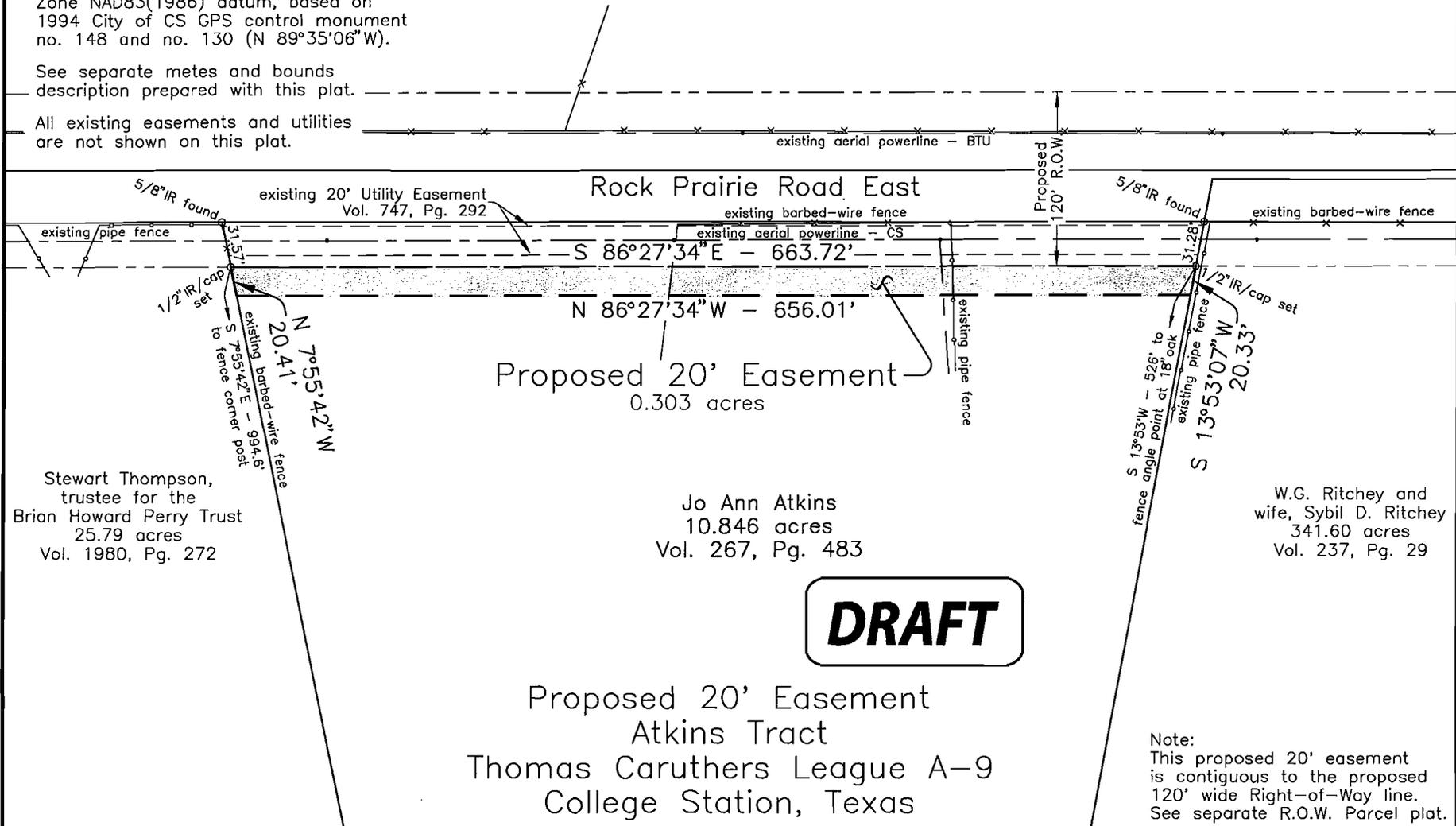


Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.



**DRAFT**

Proposed 20' Easement  
 Atkins Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

Note:  
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement (Part 1)  
W.G. Ritchey Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said W.G. Ritchey 341.60 acre tract and that 10.846 acre tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas, from which a fence angle point at an 18" post oak tree bears S 13° 53' W – 526 feet and a 5/8" iron rod was found N 13° 53' 07" E – 31.28 feet at the northeast corner of the said Atkins tract in the existing prescriptive right-of-way of Rock Prairie Road.

Thence S 86° 27' 34" E – 300.91 feet through the said Ritchey tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the southwest line of that 11 acre tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas, from which a 3/8" iron rod was found in 1984 N 0° 42' 01" W – 30.44 feet at the northwest corner of the said Willis Ritchey tract;

Thence S 0° 42' 01" E – 20.05 through the said Ritchey 341.60 acre tract and along the southwest line of the said Willis Ritchey tract to the southeast corner of this tract;

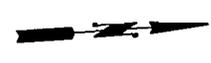
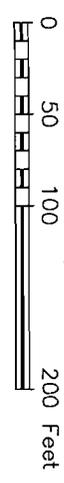
Thence N 86° 27' 34" W – 306.05 feet through the said Ritchey 341.60 acre tract to the line between the said W.G. Ritchey tract and the said Jo Ann Atkins tract;

Thence N 13° 53' 07" E – 20.33 feet along the line between the said W.G. Ritchey tract and the said Jo Ann Atkins tract to the Point of Beginning and containing 0.139 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

October 2006

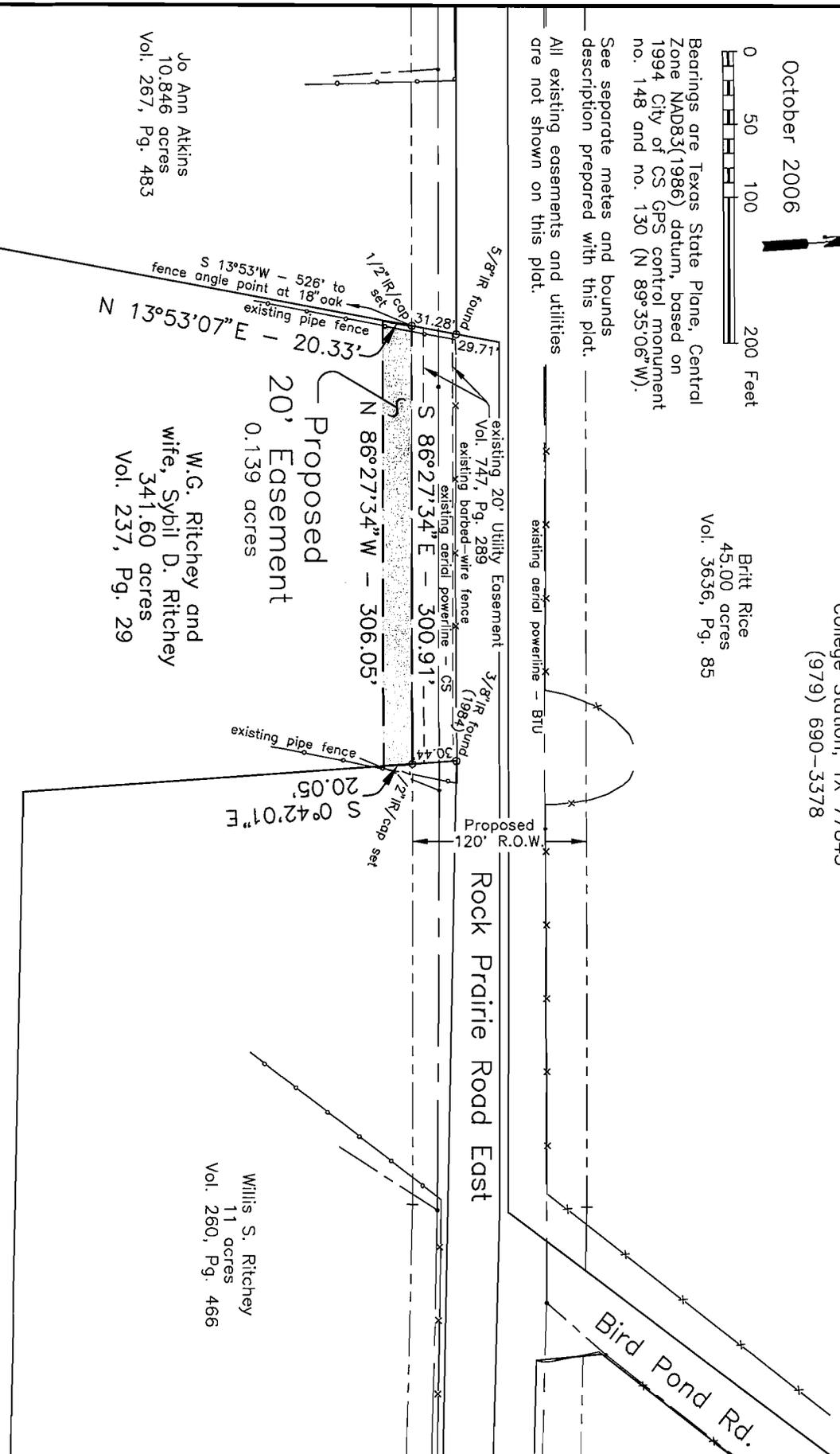


**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Britt Rice  
45.00 acres  
Vol. 3636, Pg. 85

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat. All existing easements and utilities are not shown on this plat.



Jo Ann Atkins  
10.846 acres  
Vol. 267, Pg. 483

W.G. Ritchey and  
wife, Sybil D. Ritchey  
341.60 acres  
Vol. 237, Pg. 29

Willis S. Ritchey  
11 acres  
Vol. 260, Pg. 466

**DRAFT**

Proposed 20' Easement (part 1)  
W.G. Ritchey Tract  
Thomas Caruthers League A-9  
College Station, Texas

Note:  
This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement  
Willis Ritchey Tract  
Thomas Caruthers League  
College Station, Texas  
17 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 11 acre tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the west line of the said Willis Ritchey tract S 0° 42' 01" E – 30.44 feet from where a 3/8" iron rod was found in 1984 at the northwest corner of same in the south line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence S 86° 27' 34" E – 302.53 feet through the said Ritchey 11 acre tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 85° 02' 05" E – 1226.39 feet continuing through the said Ritchey 11 acre tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 84° 23' 02" E – 70.86 feet continuing through the said Ritchey 11 acre tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the east line of the said Ritchey 11 acre tract which is located S 0° 42' 23" E – 33.00 feet from a 3/8" iron rod found (bent) at the northeast corner of said Ritchey 11 acre tract;

Thence S 0° 42' 23" E – 20.12 feet along the east line of the said Ritchey 11 acre tract to the southeast corner of this tract;

Thence N 84° 23' 02" W – 72.96 feet through the said Ritchey tract to an angle point;

Thence N 85° 02' 05" W – 1226.02 feet continuing through the said Ritchey tract to an angle point;

Thence N 86° 27' 34" W – 300.80 feet continuing through the said Ritchey acre tract to the west line of same;

Thence N 0° 42' 01" W – 20.05 feet along the west line of the said Ritchey 11 acre tract to the Point of Beginning and containing 0.734 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.



**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed 20' Easement (Part 2)  
W.G. Ritchey Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the east line of that 11 acre tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas, from which a 3/8" iron rod found (bent) at the northeast corner of the said Willis Ritchey tract bears N 0° 42' 23" W – 33.00 feet and a 3/8" iron rod found (bent) at the southeast corner of the said Willis Ritchey tract bears S 0° 42' 23" E – 267.1 feet.

Thence S 84° 23' 02" E – 542.77 feet through the said W.G. Ritchey tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 82° 02' 02" E – 195.30 feet continuing through the said W.G. Ritchey tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the west line of Lot 1 of the Rock Prairie Baptist Church addition described by plat recorded in Volume 7312, Page 207 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" was found N 7° 57' 58" E – 10.00 feet at the northwest corner of the said Lot 1;

Thence S 7° 57' 58" W – 20.00 feet along the west line of the said Lot 1 to the southeast corner of this tract;

Thence N 82° 02' 02" W – 194.89 feet through the said W.G. Ritchey tract to an angle point;

Thence N 84° 23' 02" W – 540.14 feet continuing through the said W.G. Ritchey tract to the east line of the said Willis Ritchey 11 acre tract;

Thence N 0° 42' 23" W – 20.12 feet along the east line of the said Willis Ritchey 11 acre tract to the Point of Beginning and containing 0.338 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

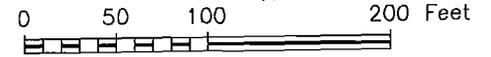
See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

Dale W. Conrad and wife, Reba J. Conrad  
 26.25 acres  
 Vol. 460, Pg. 505

Flying Ace Ranch, Ltd.  
 26.25 acres  
 Vol. 3767, Pg. 237

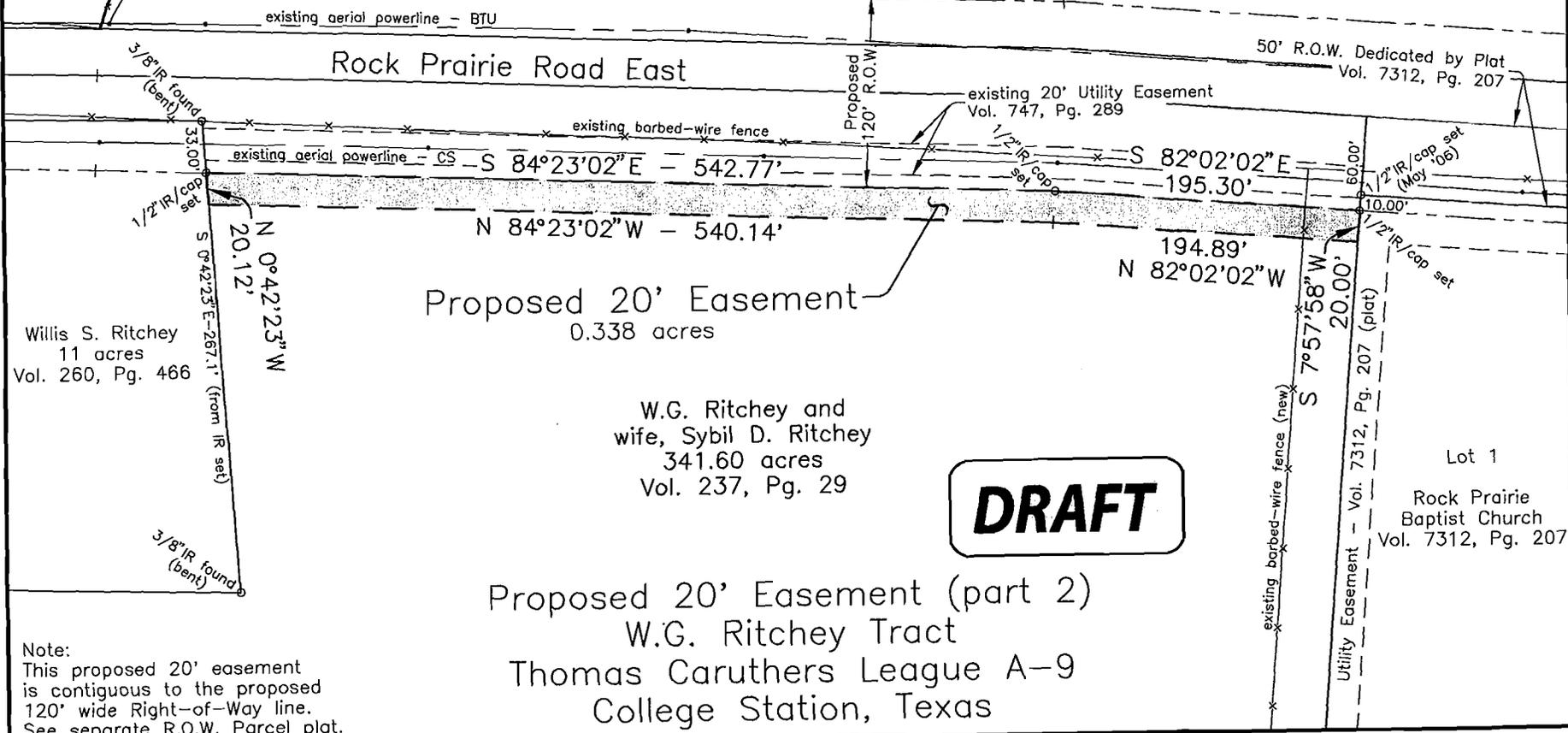
October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06" W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.



**DRAFT**

Proposed 20' Easement (part 2)  
 W.G. Ritchey Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

Note:  
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Edward Uvacek Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 30.233 acres conveyed to Edward Uvacek, Jr. and wife, Beatrice G. Uvacek as 23.233 acre First Tract and 7 acre Second Tract by deed recorded in Volume 321, Page 664 of the Deed Records of Brazos County, Texas, and a part of that 4.507 acre Tract Two conveyed to Edward Uvacek, Jr. and wife Beatrice Uvacek by deed recorded in Volume 274, Page 383 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the present north right-of-way line of Rock Prairie Road as described in Volume 4134, Page 304 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found in the north line of Rock Prairie Road at the southwest corner of Lot 1 Block 1 of the Riviera Addition to the City of College Station according to plat of record in Volume 6607, Page 97 of the Official Public Records of Brazos County, Texas.

Thence N 86° 27' 34" W – 300.81 feet along the north line of Rock Prairie Road to southwest corner of this tract, from which a bent 5/8" iron rod was found S 44° 30' 35" E – 87.7 feet in 1999;

Thence N 44° 30' 35" W – 22.44 feet along an old fence line to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

Thence S 86° 27' 34" E – 312.33 feet through the said Uvacek tracts, parallel to and fifteen feet (15') from the north right-of-way line of Rock Prairie Road to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southwest line of the said Riviera Addition;

Thence S 15° 28' 36" E – 15.87 feet along the southwest line of the said Riviera Addition to the Point of Beginning and containing 4,599 square feet of land more or less.

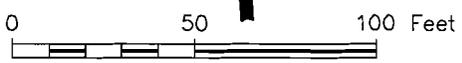
Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

Woodcreek - Section Seven  
 Vol. 2580, Pg. 113

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Riviera Addition  
 Vol. 6607, Pg. 97

Lot 1  
 Block 1

Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
 23.233 acres - First Tract  
 Vol. 321, Pg. 664

Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
 7.0 acres - Second Tract  
 Vol. 321, Pg. 664

Edward Uvacek, Jr. and wife, Beatrice Uvacek  
 4.507 acres - Tract Two  
 Vol. 274, Pg. 383

**Proposed Parcel**  
 4,599 sq. ft.

S 86°27'34"E - 312.33'

N 86°27'34"W - 300.81'

N 78°44'43"W  
 2420.1' to GPS mon. no. 130

S 15°28'36"E  
 15.87'

Proposed 120' R.O.W.

Existing 90' R.O.W.

N 44°30'35"W  
 22.44' (along fence)

2.39 ac. R.O.W. Parcel  
 Vol. 4134, Pg. 304

Rock Prairie Road East

0.12 ac. R.O.W. Parcel - Vol. 4134, Pg. 304

**DRAFT**

Weingarten Realty Investors  
 17.21 acres  
 Vol. 7095, Pg. 66

Weingarten/Investments, Inc.  
 6.566 acres  
 Vol. 7282, Pg. 72

former R.O.W. of Rock Prairie Road

Proposed R.O.W. Parcel  
 Uvacek Tracts  
 Thomas Caruthers League A-9  
 College Station, Texas

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Riviera Addition  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of Lot 1 Block 1 of the Riviera Addition as described by plat recorded in Volume 6607, Page 97 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the present north right-of-way line of Rock Prairie Road and being more particularly described as follows:

Beginning at a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found at the southwest corner of the said Lot 1 Block 1 of the Riviera Addition.

Thence N 15° 28' 36" W – 15.87 feet along the southwest line of the said Riviera Addition to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the northwest corner of this tract;

Thence S 86° 27' 34" E – 154.10 feet through the said Riviera Addition, parallel to and fifteen (15') feet from the present northwest line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the left (R=25.00');

Thence along the arc of said curve in a counter clockwise direction through a central angle of 90° 28' 13" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the northwest line of Stonebrook Drive;

Thence S 3° 04' 13" W – 15.00 feet along the northwest line of Stonebrook drive to an "X" found chipped in the concrete sidewalk for the beginning of a curve to the right in the northwest right-of-way line of Rock Prairie Road (R=25.00');

Thence along the arc of said curve in a clockwise direction through a central angle of 90° 27' 44" and chord of which bears S 48° 18' 34" W – 35.50 feet to a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found at the end of said curve;

Thence N 86° 27' 34" W – 149.06 feet along the south line of Lot 1 Block 1 of the said Riviera Addition to the Point of Beginning and containing 2652 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

Woodcreek - Section Seven  
Vol. 2580, Pg. 113

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Lot 1  
Block 1

Riviera Addition  
Vol. 6607, Pg. 97

Proposed Parcel  
2,652 sq. ft.

Stonebrook Drive  
60' Right-of-Way - Vol. 1308, Pg. 281

Woodcreek - Section Eight  
Vol. 3711, Pg. 237

Dr. Roy R. Luepnitz  
0.96 acres (rem. of 1.01 ac.)  
Vol. 4792, Pg. 42

Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
23.233 acres - First Tract  
Vol. 321, Pg. 664

10' Public Utility Easement  
N 15°28'36"W - 154.10'

Edward Uvacek, Jr. and wife, Beatrice G. Uvacek  
7.0 acres - Second Tract  
Vol. 321, Pg. 664

N 15°28'36"W - 154.10'

N 78°44'43"W - 2420.1' to GPS man. no. 130

N 78°44'43"W - 2420.1' to GPS man. no. 130

N 78°44'43"W - 2420.1' to GPS man. no. 130

S 86°27'34"E - 154.10'

2.39 ac. R.O.W. Parcel  
Vol. 4134, Pg. 304

Existing 90' R.O.W.

5/8" IR/cap found  
KERR 4502

R.O.W. Dedicated by Plat  
Vol. 6607, Pg. 97

N 86°27'34"W - 149.06'

Rock Prairie Road East

0.12 ac. R.O.W. Parcel - Vol. 4134, Pg. 304

Proposed 120' R.O.W.

**DRAFT**

Weingarten Realty Investors  
17.21 acres  
Vol. 7095, Pg. 66

Proposed R.O.W. Parcel  
Riviera Addition  
Thomas Caruthers League A-9  
College Station, Texas

College Station Independent School District  
30.00 acres  
Vol. 1033, Pg. 534

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Luepnitz Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 0.96 acre tract conveyed to Dr. Roy R. Luepnitz by deed recorded in Volume 4792, Page 42 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the present north right-of-way line of Rock Prairie Road and being more particularly described as follows:

Beginning at a ½" iron rod found (bent) at the southeast corner of the said Luepnitz tract which is also the northeast corner of that 2011 square feet right-of-way easement tract conveyed to the City of College Station by deed recorded in Volume 4012, Page 79 of the Official Public Records of Brazos County, Texas..

Thence N 30° 57' 23" E – 16.90 feet along the line between the said Luepnitz tract and that tract conveyed to Marguerite H. Carroll, trustee and Linda Carroll Lantz by deed recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the northeast corner of this tract;

Thence N 86° 27' 34" W – 158.40 feet through the said Luepnitz tract, parallel to and fifteen (15') feet from the present northwest line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the right (R=25.00');

Thence along the arc of said curve in a clockwise direction through a central angle of 89° 31' 47" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of Stonebrook Drive;

Thence S 3° 04' 13" W – 15.00 feet along the northeast line of Stonebrook drive to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" found at the beginning of a curve to the left in the existing right-of-way line of Rock Prairie Road (R=25.00');

Thence along the arc of said curve in a counterclockwise direction through a central angle of 89° 32' 16" and the chord of which bears S 41° 41' 26" E – 35.21 feet to a ½" iron rod

with an orange plastic cap stamped "H.P. Mayo RPLS 5045" found at the end of said curve;

Thence S 86° 27' 34" E – 150.50 feet along the south line of the said Luepnitz tract to the Point of Beginning and containing 2689 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

DRAFT

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Woodcreek - Section Eight  
 Vol. 3711, Pg. 237

Riviera Addition  
 Vol. 6607, Pg. 97

Stonebrook Drive  
 60' Right-of-Way - Vol. 1308, Pg. 281

S 3°04'13"W  
 15.00'

1/2" IR/cap found  
 M. McCURE RPLS 2859'

N 3°04'13"E - 146.1' (IR set to IR found)

1/2" IR/cap found\*  
 H.P. MAYO RPLS 5045'  
 $\Delta = 89^{\circ}32'16"$   
 $Rad. = 25.00'$   
 $S\ Ch. = 41^{\circ}41'26"$   
 $N\ Ch. = 89^{\circ}31'47"$   
 $Rad. = 25.00'$   
 $S\ Ch. = 41^{\circ}41'41"$   
 1/2" IR/cap set

Dr. Roy R. Luepnitz  
 0.96 acres (rem. of 1.01 ac.)  
 Vol. 4792, Pg. 42

Proposed Parcel  
 2,689 sq. ft.

N 79°53'25"W  
 2839.4' to GPS  
 mon. no. 130

N 86°27'34"W - 158.40'

S 86°27'34"E - 150.50'  
 2011 sq.ft. R.O.W. Easement  
 Vol. 4012, Pg. 79

1/2" IR/cap set

Drainage & Utility Easement - Vol. 3715, Pg. 39  
 N 30°57'23"E - 194.59' (IR set to IR found)

1/2" IR found (1999)

Marguerite H. Carroll, trustee  
 and Linda Carroll Lantz  
 Vol. 4297, Pg. 194

Britton Rice  
 45.23 acres  
 Vol. 3387, Pg. 115

\*Note: These found IR's were set for a R.O.W. survey in 2000.

Proposed 120' R.O.W.

Rock Prairie Road East

0.24 ac. R.O.W. Easement - Vol. 4026, Pg. 323

**DRAFT**

Weingarten Realty Investors  
 17.21 acres  
 Vol. 7095, Pg. 66

Proposed R.O.W. Parcel  
 Luepnitz Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

College Station Independent School District  
 30.00 acres  
 Vol. 1033, Pg. 534

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Carroll and Lantz Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that tract conveyed to Marguerite H. Carroll, trustee and Linda Carroll Lantz by deed recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas, being more particularly described as follows:

Beginning at a ½" iron rod found (mangled) at the southwest corner of the said Carroll and Lantz tract at the southeast corner of that 2011 square foot right-of-way easement tract described in Volume 4012, Page 79 of the Official Public Records of Brazos County, Texas.

Thence N 30° 57' 23" E – 29.51 feet, at 12.6 feet pass a ½" iron rod found (bent) at the southeast corner of that 0.96 acre tract conveyed to Roy R. Luepnitz by deed recorded in Volume 4792, Page 42 of the Official Public Records of Brazos County, Texas, and continuing along the line between the said Carroll and Lantz tract and the said Luepnitz tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the northwest corner of this tract;

Thence S 86° 27' 34" E - 51.82 feet through the said Carroll and Lantz tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the northwest line of that 45.23 acre tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas;

Thence S 32° 16' 40" W – 33.40 feet along the line between the said Carroll and Lantz tract and the said Britton Rice tract to where a ½" iron rod was found in 1999 at the common corner of the said Carroll and Lantz tract and the said Britton Rice trace in the prescriptive north right-of-way of Rock Prairie Road;

Thence N 82° 52' 58" W – 49.45 feet along the south line of the said Carroll and Lantz tract to the Point of Beginning and containing 1426 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

Woodcreek - Section Eight  
 Vol. 3711, Pg. 237

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Stonebrook Drive

Dr. Roy R. Luepnitz  
 0.96 acres (rem. of 1.01 ac.)  
 Vol. 4792, Pg. 42

**Proposed Parcel**  
 1,426 sq. ft.

Marguerite H. Carroll, trustee  
 and Linda Carroll Lantz  
 Vol. 4297, Pg. 194

Britton Rice  
 45.23 acres  
 Vol. 3387, Pg. 115

\*Note: This found IR was set for a R.O.W. survey in 2000.

2011 sq.ft. R.O.W. Easement - Vol. 4012, Pg. 79

R.O.W. Dedicated by Plat  
 Vol. 1308, Pg. 281

Existing  
 90' R.O.W.

Rock Prairie Road East

Proposed  
 120' R.O.W.

0.24 ac. R.O.W. Easement - Vol. 4026, Pg. 323

**DRAFT**

Proposed R.O.W. Parcel  
 Carroll and Lantz Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

College Station  
 Independent  
 School District  
 30.00 acres  
 Vol. 1033, Pg. 534

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Britton Rice 45.23 Acre Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 45.23 acre tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas being more particularly described as follows:

Beginning where a ½" iron rod was found (bent) at the common corner of the said Britton Rice tract and Marguerite H. Carroll, trustee and Linda Carroll Lantz tract described by deed recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas, in the prescriptive north line of Rock Prairie Road.

Thence N 32° 16' 40" E – 33.40 feet along the line between the said Rice tract and the said Carroll and Lantz tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the northwest corner of this tract;

Thence S 86° 27' 34" E – 697.06 feet through the said Britton Rice tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the southeast line of the said 45.23 acre tract;

Thence S 41° 36' 28" W – 36.34 feet along the line between the said Britton Rice 45.23 acre tract and that 45.00 acre tract conveyed to Britt Rice by deed recorded in Volume 3636, Page 85 of the Official Public Records of Brazos County, Texas, to the southeast corner of the said Britton Rice 45.23 acre tract in the prescriptive north right-of-way of Rock Prairie Road;

Thence N 86° 30' 55" W – 690.71 feet along the south line of the said Britton Rice 45.23 acre tract to the Point of Beginning and containing 0.461 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.



**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Britt Rice 45.00 Acre Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 45.00 acre tract conveyed to Britt Rice by deed recorded in Volume 3636, Page 85 of the Official Public Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Britt Rice 45.00 acre tract and that 45.23 acre tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas, from which the City of College Station GPS monument no. 130 bears N 81° 15' 36" W – 3584.4 feet.

Thence S 86° 27' 34" E – 1561.18 feet through the said Britton Rice tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 85° 02' 05" E – 43.55 feet continuing through the said Britt Rice 45.00 acre tract to a magnail set at the northeast corner of this tract in the southeast line of the said 45.00 acre tract;

Thence S 40° 26' 52" W – 66.10 feet along the southeast line of the said Britt Rice 45.00 acre tract to the southeast corner of same;

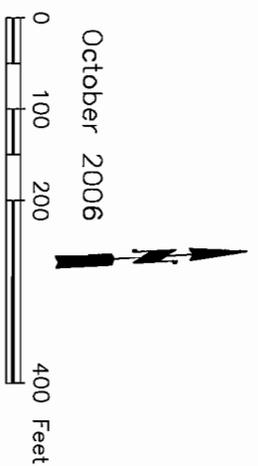
Thence N 86° 25' 15" W – 1606.42 feet along the south line of the said Britt Rice 45.00 acre tract to the southwest corner of same;

Thence N 41° 36' 28" E – 67.13 feet, at 30.79 feet pass the southeast corner of the said Britton Rice 45.23 acre tract, and continue along the line between the said Rice 45.00 acre tract and the said Rice 45.23 acre tract to the Point of Beginning and containing 1.969 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378



October 2006

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat. All existing easements and utilities are not shown on this plat.

Britton Rice  
 45.23 acres  
 Vol. 3387, Pg. 115

Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85

\*Note: This property extends into the adjoining roads, to the former edge of pavement, as located in 1973 and cited in the previous deed (Vol. 316, pg. 336). 1.0 acre of this proposed parcel lies in the prescriptive R.O.W.'s, as fenced.

**Proposed Parcel**  
 1.969 acres\*

N 81°13'36"W  
 3584.4' to GPS  
 mon. no. 130  
 1/2" IR/cap set

N 41°37'E - 560.5' (IR set to IR found)  
 N 41°36'28"E  
 67.13'

8.5/8" IR found  
 (dent)

S 86°27'34"E - 1561.18'  
 existing/wire fence (some location as when purchased)

N 86°25'15"W - 1606.42' (along former pavement edge\*)

S 85°02'05"E  
 43.55'  
 1/2" IR/cap set  
 S 40°26'52"W - 66.10'  
 Bird Pond Rd.  
 Magnolia set

Stewart Thompson, trustee for  
 the Brian Howard Perry Trust  
 25.79 acres  
 Vol. 1980, Pg. 272

Jo Ann Atkins  
 10.846 acres  
 Vol. 267, Pg. 483

W.G. Ritchey and  
 wife, Sybil D. Ritchey  
 341.60 acres  
 Vol. 237, Pg. 29

Willis S. Ritchey  
 11 acres  
 Vol. 260, Pg. 466

Proposed R.O.W. Parcel  
 Rice 45.00 acre Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

**DRAFT**

Rock Prairie Road East

120'  
 Proposed R.O.W.

30.79'

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
College Station I.S.D. Tract  
Thomas Caruthers League  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 30.00 acre tract conveyed to College Station Independent School District by deed recorded in Volume 1033, Page 534 of the Official Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with a plastic cap stamped "Strong RPLS 4961" found in the west line of the said College Station Independent School District tract at the northeast corner of that 17.21 acre tract conveyed to Weingarten Realty Investors by deed recorded in Volume 7095, Page 66 of the Official Public Records of Brazos County, Texas.

Thence S 86° 27' 34" E – 739.65 feet along the south line of that 0.24 acre right-of-way easement described in Volume 4026, Page 323 of the Official Public Records of Brazos County, Texas, to the northeast corner of this tract in the line between the said College Station Independent School District tract and that 25.79 acre tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas, from which a 5/8" iron rod was found N 2° 42' 27" W – 15.38 feet at the northwest corner of the said Brian Howard Perry Trust tract;

Thence S 2° 42' 27" E – 15.09 feet along the line between the said College Station Independent School District tract and the said Brian Howard Perry Trust tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract, from which a ¾" iron rod was found S 2° 42' 27" E – 1025 feet;

Thence N 86° 27' 34" W – 741.24 feet through the said College Station Independent School District tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southwest corner of this tract in the line between the said College Station Independent School District tract and the said Weingarten Realty Investors tract, from which a ½" iron rod was found S 3° 20' 28" W – 680.50 feet;

Thence N 3° 20' 28" E – 15.00 feet along the line between the said College Station Independent School District tract and the said Weingarten Realty Investors tract to the Point of Beginning and containing 0.255 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

Riviera Addition  
Vol. 6607, Pg. 97

### Stonebrook Drive

60' Right-of-Way  
Vol. 1308, Pg. 281

Weingarten Realty Investors  
17.21 acres  
Vol. 7095, Pg. 66

2011 sq.ft. R.O.W. Easement  
Vol. 4012, Pg. 79

0.12 ac. R.O.W. Parcel  
Vol. 4134, Pg. 304

0.96 acres (rem. of 1.01 ac.)  
Dr. Roy R. Luepntitz  
Vol. 4792, Pg. 42

Marguerite H. Carroll, trustee  
and Linda Carroll Lantz  
Vol. 4297, Pg. 194

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Britton Rice  
45.23 acres  
Vol. 3387, Pg. 115

Proposed  
120' R.O.W.

### Rock Prairie Road East

S 86°27'34"E - 739.65'  
existing barbed-wire fence  
N 86°27'34"W - 741.24'

Proposed Parcel  
0.255 acres

College Station  
Independent School District  
30.00 acres  
Vol. 1033, Pg. 534

0.24 ac. R.O.W. Easement  
Vol. 4026, Pg. 323

All existing easements and utilities  
are not shown on this plat.  
See separate metes and bounds  
description prepared with this plat.



October 2006



Bearings are Texas State Plane, Central  
Zone NAD83(1986) datum, based on  
1994 City of CS GPS control monument  
no. 148 and no. 130 (N 89°35'06"W).

S 3°20'28"W - 680.50'  
to 1/2" IR found

N 3°20'28"E  
15.00'

1/2" IR cap found  
"STRONG RPLS 4961"  
1/2" IR cap found

N 78°56'45"W - 3401.9'  
to GPS monument no. 130

15.38'  
existing pipe fence  
S 2°42'27"E - 1025'  
existing barbed-wire fence  
to 3/4" IR found

S 2°42'27"E  
15.09'

Stewart Thompson,  
trustee for the  
Brian Howard Perry Trust  
25.79 acres  
Vol. 1980, Pg. 272

Proposed R.O.W. Parcel  
College Station I.S.D. Tract  
Thomas Caruthers League A-9  
College Station, Texas

**DRAFT**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Brian Howard Perry Trust Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 25.79 acre tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron rod found at the northwest corner of the said Brian Howard Perry Trust tract at a fence corner in the south line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence S 86° 32' 11" E – 486.56 feet along the north line of the said Brian Howard Perry Trust tract to a 5/8" iron rod found at the common corner of the Brian Howard Perry Trust tract and that 10.846 acre tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas;

Thence S 75° 55' 42" E – 31.57 feet along the line between the said Jo Ann Atkins tract and the said Brian Howard Perry Trust tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract, from which a fence corner post bears S 7° 55' 42" E – 994.6 feet;

Thence N 86° 27' 34" W – 489.53 feet through the said Brian Howard Perry Trust tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo 5045" set at the southwest corner of this tract in the line between the said Perry Trust tract and that 30.00 acre tract conveyed to College Station Independent School District by deed recorded in Volume 1033, Page 534 of the Official Records of Brazos County, Texas, from which a 3/4" iron rod was found S 2° 42' 27" E – 1025 feet;

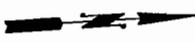
Thence N 2° 42' 27" W – 30.47 feet along the line between the said College Station Independent School District tract and the said Brian Howard Perry Trust tract, at 15.09 feet pass the southeast corner of that 0.24 acre right of way easement tract described in Volume 4026 Page 323 of the Official Public Records of Brazos County, Texas, to the Point of Beginning and containing 0.343 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Britton Rice  
 45.23 acres  
 Vol. 3387, Pg. 115

Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85

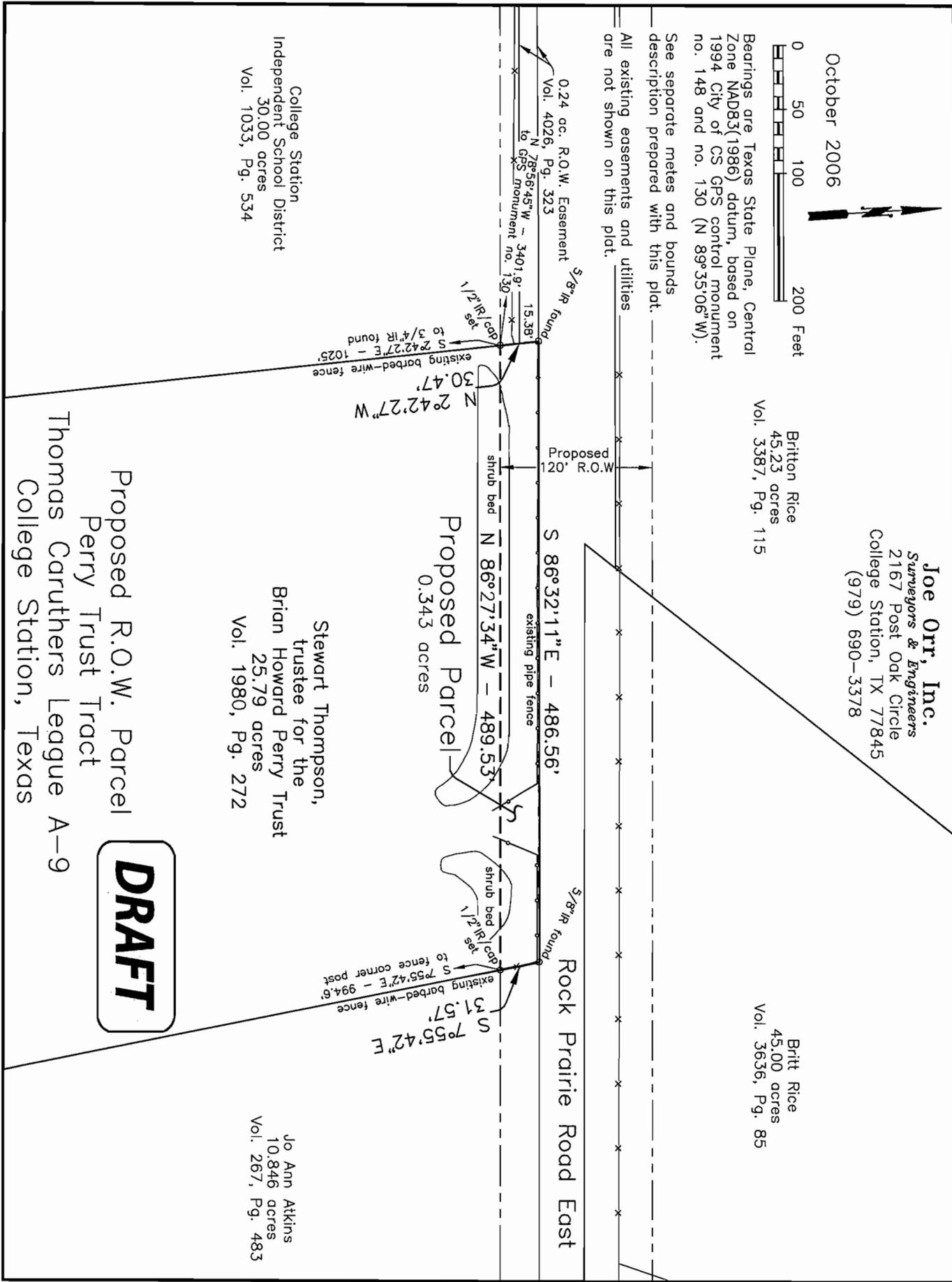
College Station  
 Independent School District  
 30.00 acres  
 Vol. 1033, Pg. 534

Stewart Thompson,  
 trustee for the  
 Brian Howard Perry Trust  
 25.79 acres  
 Vol. 1980, Pg. 272

Jo Ann Atkins  
 10,846 acres  
 Vol. 267, Pg. 483

Proposed R.O.W. Parcel  
 Perry Trust Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

**DRAFT**



**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Jo Ann Atkins Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 10.846 acre tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas; and being more particularly described as follows:

Beginning at a 5/8" iron rod found at the common corner of the said Jo Ann Atkins tract and that 25.79 acre tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas, in the south line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence S 86° 26' 40" E – 675.61 feet along the north line of the said Jo Ann Atkins tract to a 5/8" iron rod found at the northeast corner of same in the northwest line of that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas;

Thence S 13° 53' 07" W – 31.28 feet along the line between the said Jo Ann Atkins tract and the said Ritchey tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract, from which a fence angle point at an 18" post oak bears S 13° 53' W – 526 feet;

Thence N 86° 27' 34" W – 663.72 feet through the said Jo Ann Atkins tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southwest corner of this tract in the line between the said Jo Ann Atkins tract and the said Brian Howard Perry Trust tract, from which a fence corner post was found S 7° 55' 42" E – 994.6 feet at the southwest corner of the said Atkins tract;

Thence N 7° 55' 42" W – 31.57 feet along the line between the said Jo Ann Atkins tract and the said Brian Howard Perry Trust tract to the Point of Beginning and containing 0.474 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

October 2006

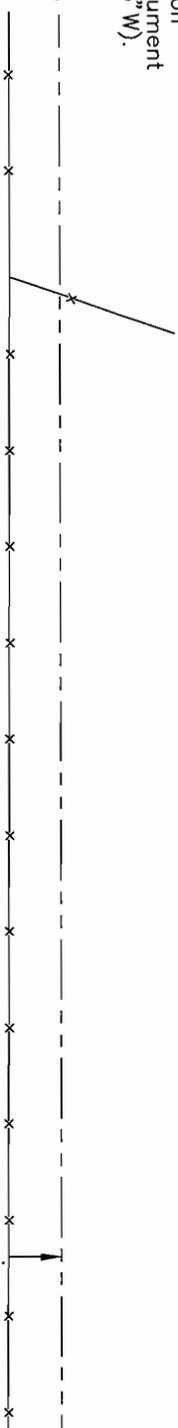


Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.



Rock Prairie Road East

S 86°26'40"E - 675.61'

N 86°27'34"W - 663.72'

Proposed Parcel  
 0.474 acres

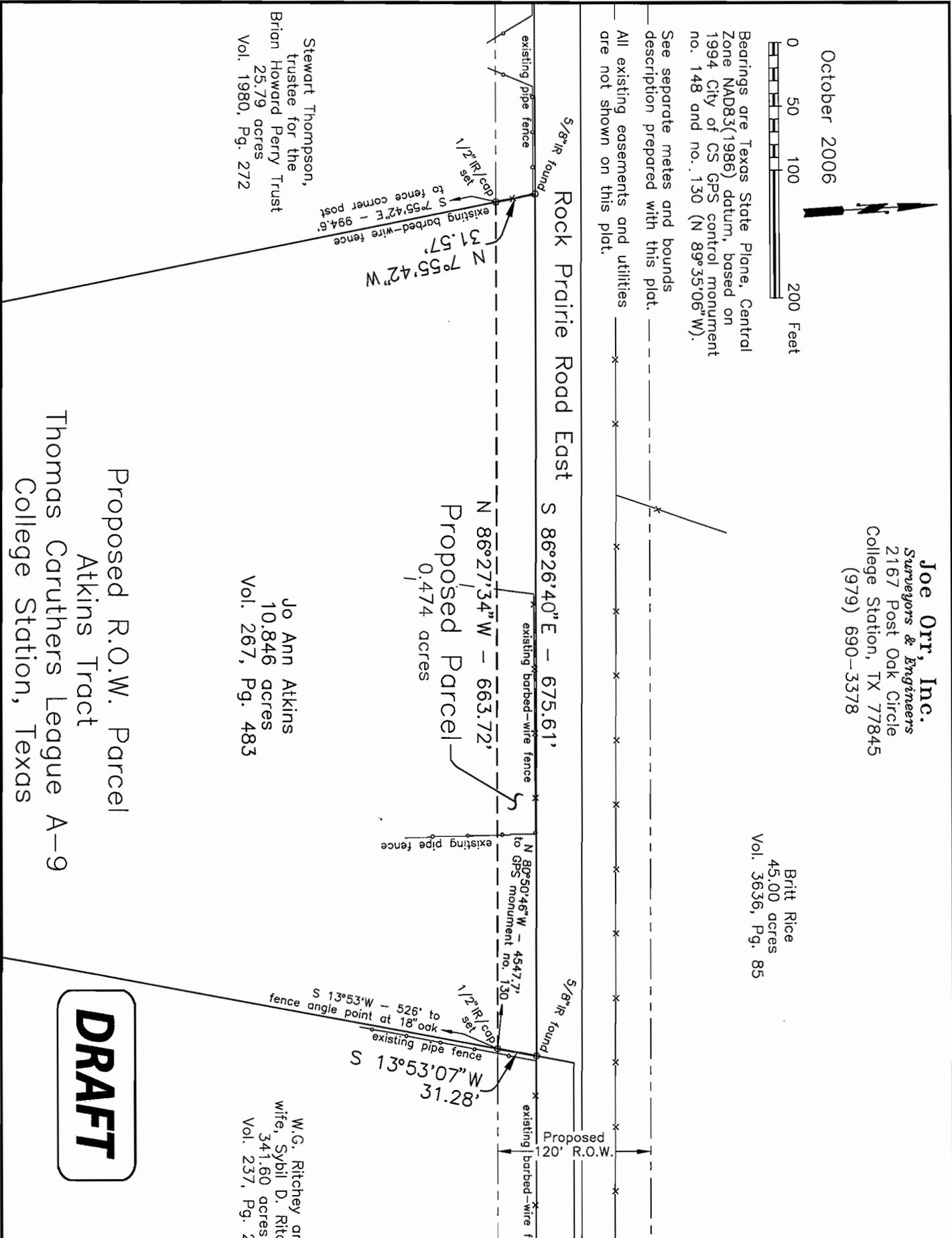
Stewart Thompson,  
 trustee for the  
 Brian Howard Perry Trust  
 25.79 acres  
 Vol. 1980, Pg. 272

Jo Ann Atkins  
 10.846 acres  
 Vol. 267, Pg. 483

Proposed R.O.W. Parcel  
 Atkins Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

W.G. Ritchey and  
 wife, Sybil D. Ritchey  
 341.60 acres  
 Vol. 237, Pg. 29

**DRAFT**



**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way (Part 1)  
W.G. Ritchey Tract  
Thomas Caruthers League  
College Station, Texas  
6 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said W.G. Ritchey 341.60 acre tract and that 10.846 acre tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas, from which a fence angle point at an 18" post oak tree bears S 13° 53' W – 526 feet.

Thence N 13° 53' 07" E – 60.99 feet along the west line of the said Ritchey tract, at 31.28 feet pass a 5/8" iron rod found at the northeast corner of the said Atkins tract, to the northwest corner of the said Ritchey tract on the approximately centerline of Rock Prairie Road;

Thence S 86° 27' 34" E – 285.51 feet along the north line of the said Ritchey tract in the pavement of Rock Prairie Road to the northeast corner of this tract;

Thence S 0° 42' 01" E – 60.16 through the said Ritchey 341.60 acre tract, at 29.73 feet pass where a 3/8" iron rod was found in 1984 at the northwest corner of that 11 acre tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas, to the southeast corner of this tract;

Thence N 86° 27' 34" W – 300.91 feet through the said Ritchey 341.60 acre tract to the Point of Beginning and containing 0.404 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

October 2006

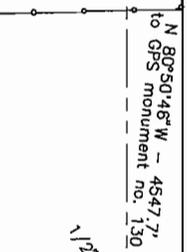


**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

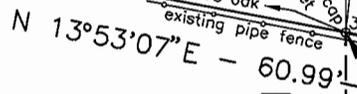
Britt Rice  
45.00 acres  
Vol. 3636, Pg. 85

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat. All existing easements and utilities are not shown on this plat.



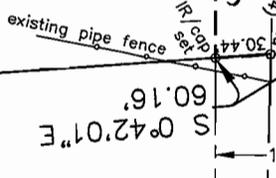
Jo Ann Atkins  
10.846 acres  
Vol. 267, Pg. 483



**Proposed Parcel**  
0.404 acres\*

\*Note: This property extends to the center of Rock Prairie Road. 0.20 acres of this proposed parcel lies in the prescriptive R.O.W., as fenced.

W.G. Ritchey and  
wife, Sybil D. Ritchey  
341.60 acres  
Vol. 237, Pg. 29



Willis S. Ritchey  
11 acres  
Vol. 260, Pg. 466

Proposed R.O.W. Parcel (part 1)  
W.G. Ritchey Tract  
Thomas Caruthers League A-9  
College Station, Texas

**DRAFT**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way  
Willis Ritchey Tract  
Thomas Caruthers League  
College Station, Texas  
25 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 11 acre tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

Beginning where a 3/8" iron rod was found in 1984 at the northwest corner of the said Willis S. Ritchey tract in the south fence line and the existing prescriptive right-of-way line of Rock Prairie Road.

Thence S 85° 21' 59" E – 1599.45 feet along the north line of the said Ritchey 11 acre tract to a 3/8" iron rod found (bent) at the northeast corner of the same in the south fence line of Rock Prairie Road;

Thence S 0° 42' 23" E – 33.00 feet along the east line of the said Ritchey 11 acre tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract;

Thence N 84° 23' 02" W – 70.86 feet through the said Ritchey 11 acre tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence N 85° 02' 05" W – 1226.39 feet continuing through the said Ritchey 11 acre tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence N 86° 27' 34" W – 302.53 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southwest corner of this tract in the west line of the said Ritchey 11 acre tract;

Thence N 0° 42' 01" W – 30.44 feet along the west line of the said Ritchey 11 acre tract to the Point of Beginning and containing 1.033 acres of land more or less.

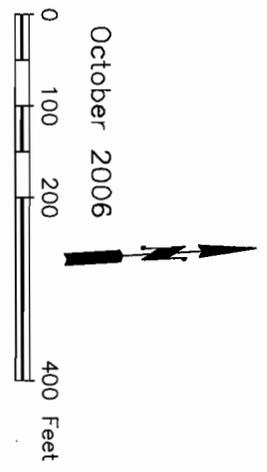
Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85

Dale W. Conrad and  
 wife, Reba J. Conrad  
 26.25 acres  
 Vol. 460, Pg. 505



October 2006

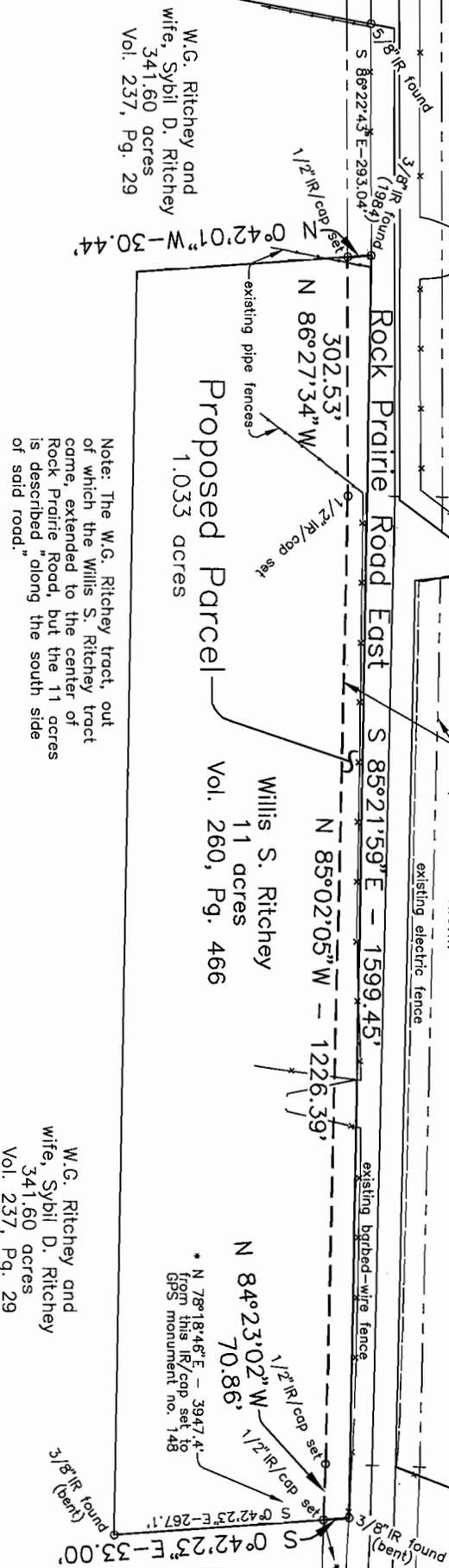
Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

W.G. Ritchey and  
 wife, Sybil D. Ritchey  
 341.60 acres  
 Vol. 237, Pg. 29

\* N 78°18'46"E - 3947.4'  
 from this IR/cap set to  
 GPS monument no. 148



Note: The W.G. Ritchey tract, out of which the Willis S. Ritchey tract came, extended to the center of Rock Prairie Road, but the 11 acres is described "along the south side of said road."

Proposed R.O.W. Parcel  
 Willis Ritchey Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

**DRAFT**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Existing Prescriptive Right-of-Way  
W.G. Ritchey Tract  
Thomas Caruthers League  
College Station, Texas  
11 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a 3/8" iron rod found (1984) at the northwest corner of the 11 acre tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas, in the south fence and existing prescriptive right-of-way line of Rock Prairie Road.

Thence N 0° 42' 01" W – 29.73 feet along an extension of the west line of the said Willis Ritchey 11 acre tract to the north line of the said W.G. Ritchey tract in the pavement of Rock Prairie Road, at the approximate center of said road;

Thence S 86° 27' 34" E – 307.73 feet along the north line of the said W.G. Ritchey tract and the approximate centerline of Rock Prairie Road to an angle point;

Thence S 85° 02' 05" E – 1227.47 feet continuing along the north line of the said W.G. Ritchey tract and on the pavement of Rock Prairie Road to an angle point;

Thence S 84° 23' 02" E – 64.55 feet continuing along the north line of the said W.G. Ritchey tract and on the pavement of Rock Prairie Road to the northeast corner of this tract;

Thence S 0° 42' 23" E – 27.37 feet along a projection of the east line of the said Ritchey 11 acre tract to a 3/8" iron rod found (bent) at the northeast corner of the said Ritchey 11 acre tract in the south fence and existing prescriptive right-of-way line of Rock Prairie Road;

Thence N 85° 21' 59" W – 1599.45 feet along the north line of the said Ritchey 11 acre tract to the Point of Beginning and containing 1.170 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.

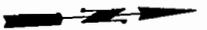
**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, TX 77845  
 (979) 690-3378

Dale W. Conrad and  
 wife, Reba J. Conrad  
 26.25 acres  
 Vol. 460, Pg. 505

Britt Rice  
 45.00 acres  
 Vol. 3636, Pg. 85

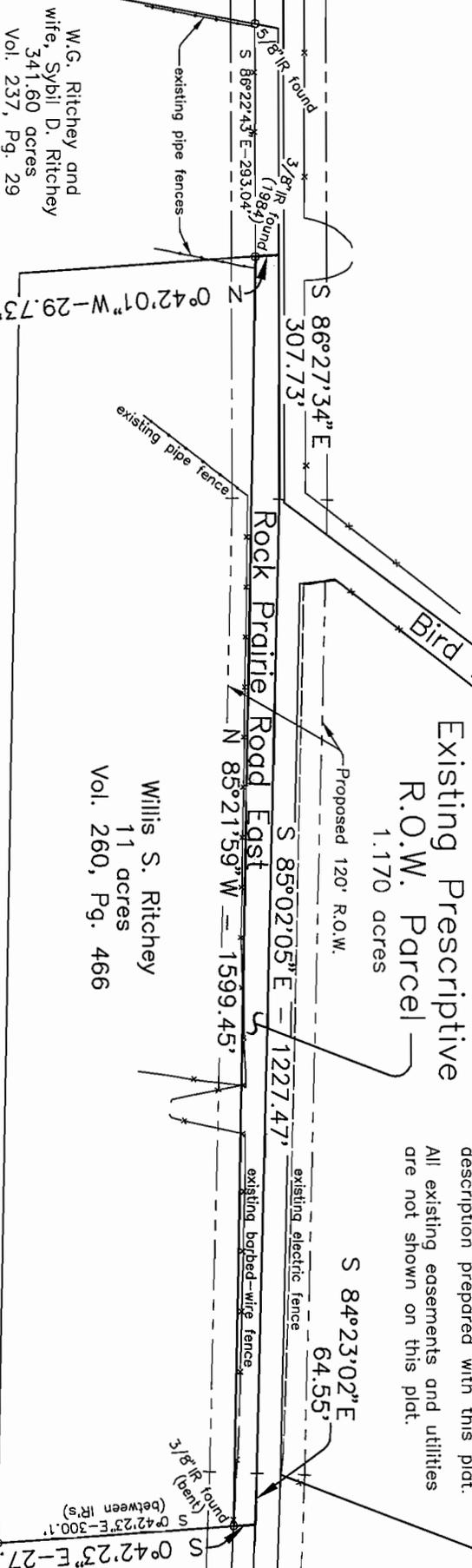


October 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.  
 All existing easements and utilities are not shown on this plat.



Note: The W.G. Ritchey tract, out of which the Willis S. Ritchey tract came, extended to the center of Rock Prairie Road, but the 11 acres is described "along the south side of said road."

**DRAFT**

Prescriptive R.O.W. Parcel  
 Adjoining the Willis Ritchey Tract  
 Thomas Caruthers League A-9  
 College Station, Texas

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Rock Prairie Road  
Proposed Addition to Right-of-Way (Part 2)  
W.G. Ritchey Tract  
Thomas Caruthers League  
College Station, Texas  
16 October 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the east line of that 11 acre tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas, from which a 3/8" iron rod found (bent) at the southeast corner of the said Willis Ritchey tract bears S 0° 42' 23" E – 267.1 feet.

Thence N 0° 42' 23" W – 60.37 feet along the east line of the said Willis Ritchey tract, at 33.00 feet pass a 3/8" iron rod was found (bent) at the northeast corner of the said Willis Ritchey tract in a fence line, to the northwest corner of the said W.G. Ritchey tract at the approximate center of Rock Prairie Road;

Thence S 84° 23' 02" E – 550.65 feet along the north line of the said W.G. Ritchey tract in the pavement of Rock Prairie Road to an angle point;

Thence S 82° 02' 02" E – 196.53 feet continuing along the north line of the said W.G. Ritchey tract in the pavement of Rock Prairie Road to the northeast corner of this tract;

Thence S 7° 57' 58" W – 60.00 through the said Ritchey 341.60 acre tract, at 50.00 feet pass a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of Lot 1 of the Rock Prairie Baptist Church addition as described by plat recorded in Volume 7312, Page 207 of the Official Public Records of Brazos County, Texas, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract;

Thence N 82° 02' 02" W – 195.30 feet through the said Ritchey 341.60 acre tract to an angle point;

Thence N 84° 23' 02" W – 542.77 feet continuing through the said 341.60 acre tract to the Point of Beginning and containing 1.023 acres of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

See attached survey plat dated October 2006.



December, 14 2006  
Consent Agenda

**Pipeline Crossing Agreement for the Wellborn Road Utilities Relocation Project**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion to approve one (1) Pipeline Crossing Agreement for the Wellborn Road Utilities Relocation Project. The permit is required to bore under the railroad bed to install a water distribution line.

**Recommendation(s):** Staff recommends approval of the Pipeline Crossing Agreement.

**Summary:** This item is for the approval of a Pipeline Crossing Agreement in order to install a water line from the relocated water transmission line along the west side of the railroad track to the existing water distribution system along Graham Road. This item is in conjunction with the TxDOT Wellborn Road Widening Project and the City's Wellborn Road Utility Relocation Project.

**Budget & Financial Summary:** The funding for this project is from the Water Fund and budgeted under "Wellborn Widening".

**Attachments:**

1. Pipeline Crossing Agreement
2. Location Map

May 31, 2006  
Folder: 2393-34

MR. SPENCER THOMPSON  
CITY OF COLLEGE STATION  
1601 SOUTH GRAHAM RD.  
COLLEGE STATION TX 77845

Re: Proposed 12" Water Pipeline Crossing of Railroad Property at Mile Post 68.95 on the Navasota Subdivision at or near College Station, Brazos County, Texas

Dear Spencer,

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute or arrange for execution of the attached document and have the signatures witnessed or attested, as indicated. Please RETURN ALL COPIES of the document for execution on behalf of the Railroad Company in the enclosed self-addressed envelope. Your copy of the fully-executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, and Insurance Certificates, as required by the agreement.

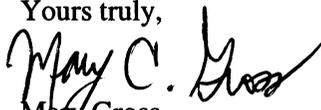
Also attached is Contractor's Right of Entry Agreement which must be executed and returned in accordance with the attached agreement, if work is to be performed by a contractor.

Payment in the amount of **One Thousand Five Hundred Dollars (\$1,500.00)** is due and payable upon your execution of the agreement. Please include your check, **with Folder No. 2393-34 written on the front**, made payable to Union Pacific Railroad Company, with the return of the documents. This agreement will not be accepted by the Railroad Company until the initial payment is received and all Insurance Certificates are in proper form. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8623.

Yours truly,



Mary C. Gross  
Mary Gross  
Manager - Contracts

## **PIPELINE CROSSING AGREEMENT**

Mile Post: 68.95, Navasota Subdivision  
Location: College Station, Brazos County, Texas

**THIS AGREEMENT** is made and entered into as of May 30, 2006, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (hereinafter the "Licensor") and **CITY OF COLLEGE STATION**, a Texas municipal corporation to be addressed at 1601 South Graham Rd., , College Station, Texas 77845 (hereinafter the "Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article I.     LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Dollars (\$1,500.00)**.

**Article II.    LICENSOR GRANTS RIGHT.**

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate only a

12"water pipeline crossing (hereinafter the "Pipeline")

in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated May 30, 2006, marked Exhibit A. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than the above-mentioned, and said Pipeline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

**Article III.   CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

**Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.**

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

**Article V. INSURANCE.**

- A. The Licensee is a public entity subject to the TEXAS TORT CLAIMS ACT TEX.CIV. PRAC. & REM. Code 101.001 (VERNON 1997 AND VERNON SUPP. 1999) and by entering into this Agreement expressly does not agree to and does not waive its governmental immunity. However, the Licensee agrees to self-insure any limits of its statutory liability of up to a maximum of \$300,000.00, if any, subject to the TEXAS TORT CLAIMS ACT. Licensor expressly consents to Licensee's self-insurance of said limits of liability.

**Article VI. TERM.**

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

**Article VII. SPECIAL PROVISIONS**

Sections 7(a), 7(b) and 13(b) of Exhibit B, hereto attached, are hereby amended to read as follows:

**Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS**

- a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless, to the extent allowed by Texas law, from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

- b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless, to the extent allowed by Texas law, from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 13      **TERMINATION**

- c) In addition to the provisions of subparagraph a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than one hundred eighty (180) days subsequent to the date upon which such notice shall be given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
          Manager Contracts

ATTEST:

**CITY OF COLLEGE STATION**

X \_\_\_\_\_  
          City Secretary

By \_\_\_\_\_  
          Title Mayor

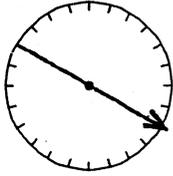
APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
City Manager

PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

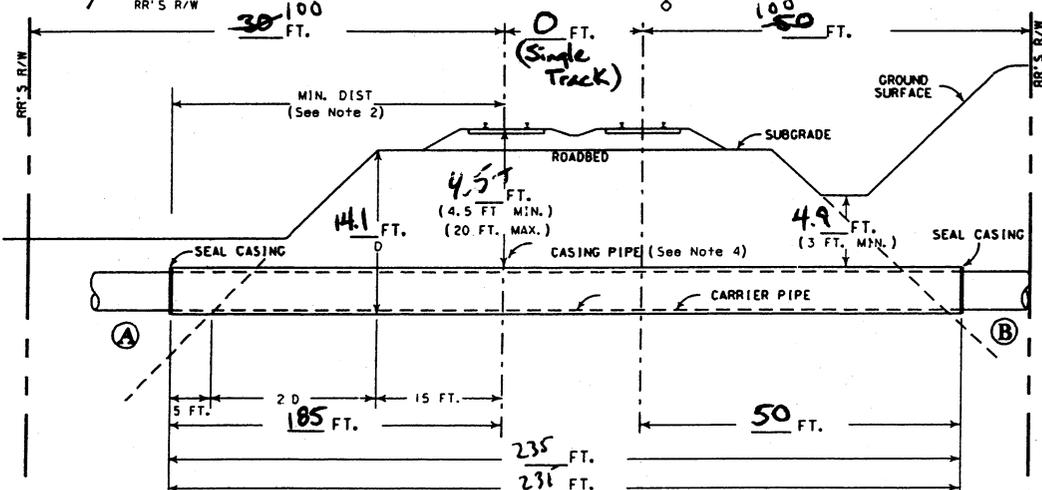
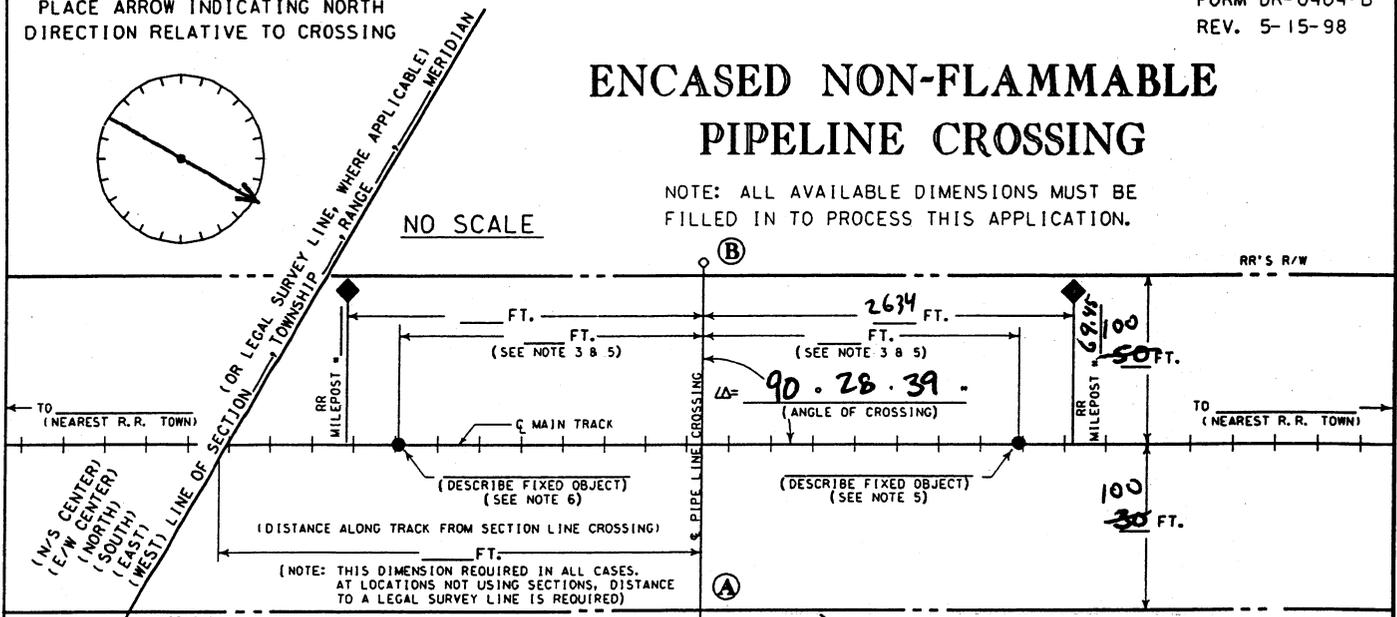


FORM DR-0404-B  
REV. 5-15-98

# ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.

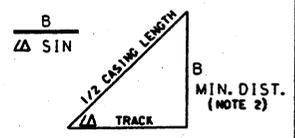
NO SCALE



| MINIMUM THICKNESS | DIAMETER OF CASING PIPE |
|-------------------|-------------------------|
| .2500"            | 1/4" 12" OR LESS        |
| .3125"            | 5/16" OVER 12"-18"      |
| .3750"            | 3/8" OVER 18"-22"       |
| .4375"            | 7/16" OVER 22"-28"      |
| .5000"            | 1/2" OVER 28"-34"       |
| .5625"            | 9/16" OVER 34"-42"      |
| .6250"            | 5/8" OVER 42"-48"       |

OVER 48" MUST BE APPROVED BY R. R. CO.  
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM  $\phi$  OF TRACK.
  - CASING TO EXTEND BEYOND THE  $\phi$  OF TRACK AT RIGHT ANGLES THE GREATER OF  $2D + 20$  FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
  - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE,  $\phi$  OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
  - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES;  $\phi$  OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
  - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES;  NO;

B) IF YES, NAME OF STREET \_\_\_\_\_

D) DISTRIBUTION LINE \_\_\_\_\_ OR TRANSMISSION LINE

C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED Water  
OPERATING PRESSURE \_\_\_\_\_ PSI  
WALL THICKNESS 0.26"; DIAMETER 12"; MATERIAL DIP;

E) CASING PIPE:  
WALL THICKNESS 0.5"; DIAMETER 24"; MATERIAL steel;  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
 DRY BORE AND JACK (WET BORE NOT PERMITTED);  
TUNNEL; OTHER \_\_\_\_\_

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR?  YES;  NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 55 FT. (30' MIN.)

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE \_\_\_\_\_ DOES; \_\_\_\_\_ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. \_\_\_\_\_

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.  
Navasota  
(SUBDIVISION)

M. P. 68.95 E. S. 4786+29+

ENCASED 12" water CROSSING AT  
College Station Brazos TR  
(NEAREST CITY) (COUNTY) (STATE)

City of College Station  
(APPLICANT)

RR FILE NO. 2393-34 DATE 5-20-06

**WARNING**  
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-800-336-9193

See Sheet 29, "12" Water Line Xing (Graham

## EXHIBIT B

### Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- (a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- (b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- (a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply.
- (b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- (c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.
- (d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

### Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

### Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeline, or move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

SEE ARTICLE VII

~~(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.~~

~~(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.~~

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL: TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared

with the entire value of such property.

**Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

**Section 10. INDEMNITY.**

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or any part thereof; or
2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

**Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

SEE ARTICLE VII

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

~~(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.~~

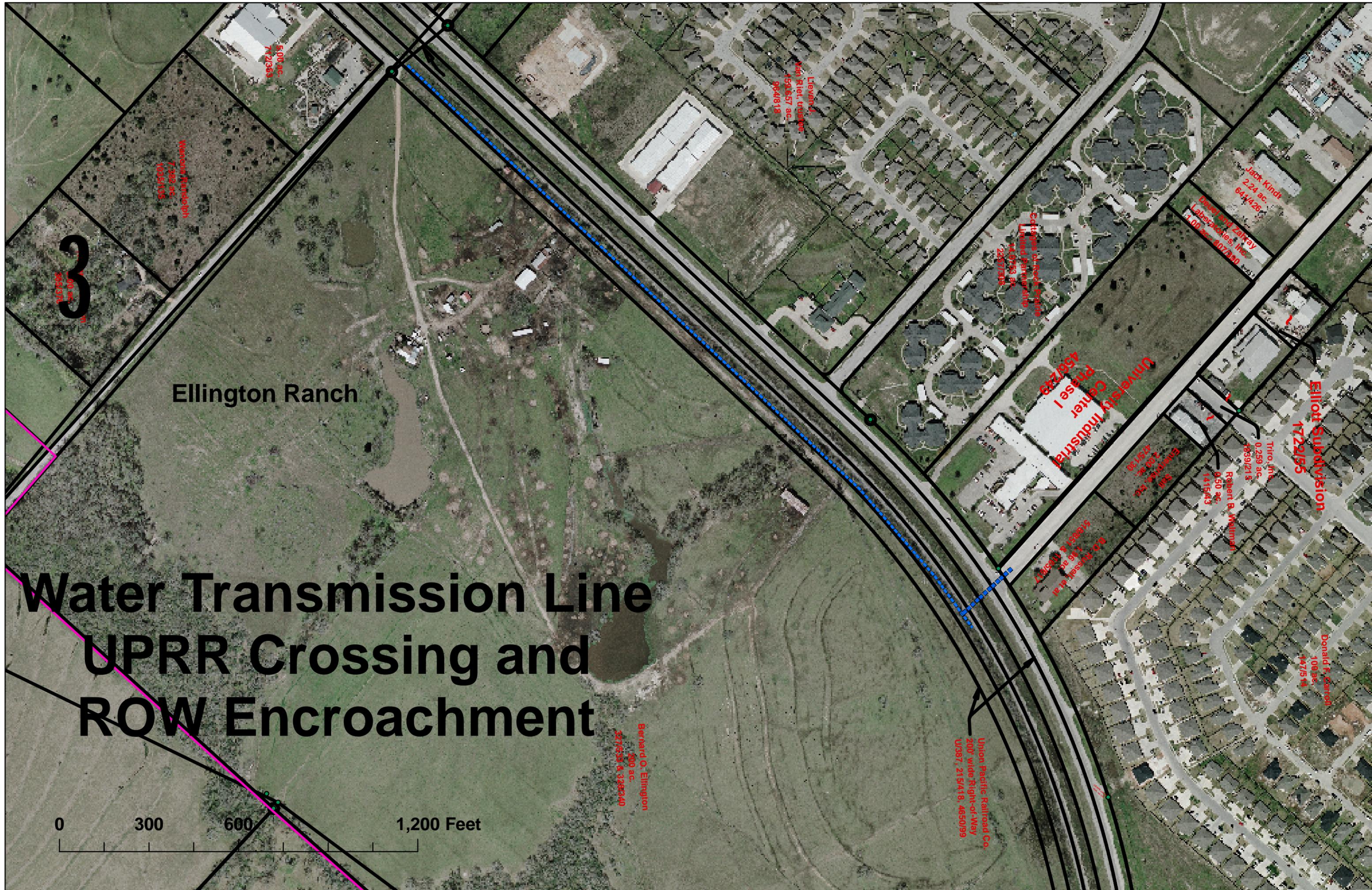
(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.



Ellington Ranch

# Water Transmission Line UPRR Crossing and ROW Encroachment

0 300 600 1,200 Feet

3  
1.00 ac.  
0651374

Worcester Partnership  
7,000 ac.  
00291059

500 ac.  
712363

Lieven, J.  
1200 Alet, trustees  
1591657 ac.  
9647818

Cottages of Good Practice  
Limited Partnership  
14,87183 ac.  
22171308

University Industrial  
Center Phase I  
4567289

David and Zaffay  
Laboratories, Inc.  
1.00 ac.  
307390

Jack Kindt  
2.24 ac.  
6447426

Elliott Subdivision  
1722155

0.259 ac.  
40891215

Enterprise, Inc.  
2.00 ac.  
4197130

Robert B. Melman  
0.50 ac.  
1415443

B.A. Russell et al  
1.46 ac.  
1415443

Donald F. Carrell  
100 ac.  
4471514

Bernard O. Ellington  
700 ac.  
3271635 & 3283240

Union Pacific Railroad Co.  
200' wide Right-of-Way  
V/387, 2151418, 4850199

**December 14, 2006**  
**Consent Agenda**  
**Annual Blanket Purchase Order for the Installation of Hot Mix Asphalt**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion regarding renewal of an annual contract with Young Contractors for the Installation of Hot Mix Asphalt, MC-30/AEP Emulsified Asphalt and RC-2 Winter Patch Asphalt. The amount for the renewed contract is \$532,350.

**Recommendation(s):** Staff recommends approval of the contract.

**Summary:** Young Contractors was the successful bidder for the FY2006 annual contract. This FY2007 renewal is the first of two optional annual renewals of the FY2006 contract (P.O. 060426). The contract provides for up to a 5% increase for renewal. This renewal is an increase of 5% over the previous contract amount. Staff feels that the increase would be higher than 5% if this item were re-bid.

**Budget & Financial Summary:** Funding for the Annual Blanket Purchase Order for the Installation of Hot Mix Asphalt Concrete is provided from the operating budget of the Street Maintenance Division.

**Attachments:**

1. Renewal Letter

.....  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew contract #06-031, for hot mix installed, in accordance with all terms and conditions previously agreed to and accepted with a 5% increase as stipulated as a mutual agreement of both parties as a condition of Bid No 06-30. This is the first renewal of the contract.

I understand this renewal term will be for the period beginning January 12, 2007 through January 11, 2008.

YOUNG CONTRACTORS, INC.

*William Kemp*  
AUTHORIZED REPRESENTATIVE

17 NOVEMBER 2004  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Ron Silvia, Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
Glenn D. Brown, City Manager

\_\_\_\_\_  
DATE

*Carla A Robinson*  
City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

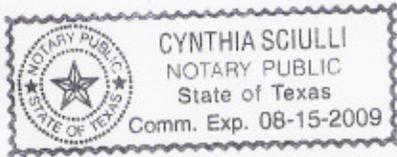
\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 7<sup>th</sup> day of November, 2006,  
by William Thomas in his/her capacity as Vice President of  
Journey Contractors, Inc., a TEXAS Corporation, on behalf of said corporation.



Cynthia Sciulli  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas  
home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*

**December 14, 2006**  
**Consent Agenda**  
**Construction of 6-in and 8-in Gravity Sewer Trunkline**  
**in the College Station ETJ**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on the award of a construction contract between Smiling Mallard Development, Ltd. and Brazos Valley Services for the construction of a 6-inch and 8-inch gravity sewer line in the City's ETJ in the amount of \$136,576.50.

**Recommendation(s):** Staff recommends award of Bid #07-20 to Brazos Valley Services, being the lowest responsible bidder, in the amount of \$136,576.50

**Summary:** This item is for the award of a construction contract to Brazos Valley Services for the construction of a gravity sewer line which will connect to the Nantucket Sewer Line currently under construction. The contract is between Smiling Mallard Development, Ltd. and the contractor, Brazos Valley Services, and is in keeping with the Public Bidding process. The 8 and 6 inch gravity line will serve existing homes in Nantucket as well as the area to the south. At present, Indian Lakes Phase IX is constructing a lift station that will pump into the gravity line. Water Services elected to utilize funds to participate in the construction cost of a gravity line in lieu of a forced-main so that additional customers can gravity flow into the sewer rather than pump. A Development Agreement regarding this expenditure of funds was approved by Council as item # 13.3 on May 25, 2006.

Sealed competitive bids for Bid # 06-87 were received from four (4) contracting firms and the summary of the results is as follows:

|                               |                      |
|-------------------------------|----------------------|
| <b>Brazos Valley Services</b> | <b>\$ 136,576.50</b> |
| <b>Elliott Construction</b>   | <b>\$ 138,356.90</b> |
| <b>Dudley Construction</b>    | <b>\$ 166,780.93</b> |
| <b>Doughtie Construction</b>  | <b>\$ 271,978.60</b> |

**Budget & Financial Summary:** Funds for the City's portion of the construction costs are budgeted and available in the Wastewater Service Capital Improvements Program under Collection and Oversize Participation and Planning.

**Attachments:**

1. Contract
2. Bid tabulation #07-20
3. Location Map

**CITY OF COLLEGE STATION  
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the **Smiling Mallard Development, Ltd.**, a Texas Corporation (the "Owner") and **Brazos Valley Services**, a corporation (the "Contractor"), for the construction and/or installation of a gravity sewer line located in the Nantuckett Subdivision in the extraterritorial jurisdiction of the City of College Station, Brazos County, Texas..

**1. DEFINITIONS**

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of College Station, Texas.

1.03. Owner's Representative. Whenever the words "Owner's Representative" or "Representative" are used, it shall mean and be understood as referring to the president of Smiling Mallard Development, Ltd. or his delegate, who shall act as Owner's agent. The Owner's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by Owner's Representative and approved by the Owner and the City in writing *prior* to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the Owner and the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of Owner's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to Owner's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by Owner's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the Owner and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the Owner. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. Neither the Owner nor the City shall have responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the Owner's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:  
Construction of an 8 and 6-in gravity sewer line and appurtenances as per plans and specifications for project.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

## 2. **CONTRACT DOCUMENTS**

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon. For proper

execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the Owner shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and "as built" drawings, are to be returned to the Owner on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the Owner. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

### 3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to Owner's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by Owner at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

### 4. OWNER'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City and the Owner through the Owner's Representative.

4.02. The Owner's Representative may periodically review and inspect the work of the Contractor.

4.03. The Owner's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as Owner's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of Owner's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to Owner's Representative for his decision.

**5. INDEPENDENT CONTRACTOR**

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the Owner or the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the Owner, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the Owner shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subcontracting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the Owner under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to Owner's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

**6. DISORDERLY EMPLOYEES**

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever Owner's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without Owner's Representative's written permission.

**7. HOURS OF WORK**

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the Owner's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the Owner's consent or lack of consent to work outside of the times specified in this Agreement.

## **8. NATURE OF THE WORK**

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the Owner as a request for information in such form as the Owner may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the Owner.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Owner.

## **9. POST-AGREEMENT AWARD MEETINGS**

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by Owner's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to Owner's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.

- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The Owner's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to Owner's Representative. Where there is disagreement, Owner's Representative will make the final determination.

## 10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) Owner's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to Owner's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with Owner's Representative. If required by the Owner, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by Owner's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by Owner's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.
- (f) When the Owner is having other work done, either by agreement or by its own force, Owner's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the Owner shall be coordinated.

(g) In the event that it is determined by the Owner or the City that the progress of the work is not in accordance with the approved progress and payment schedule, the Owner may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than the Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the Owner of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the Owner or Owner's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

## 11. **SITE CONDITIONS AND MANAGEMENT**

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor. Finished condition shall include, but is not limited to, backfilling ditches and trenches to a grade as similar as possible to the conditions that existed prior to the Work. All areas of soil disturbance shall be hydro-seeded in a manner consistent with the methods

noted on the Construction Plans. Any fencing damaged or removed during the course of construction shall be repaired or replaced in a manner consistent with the conditions that existed prior to the Work. Any other existing conditions located on the Premises that may impact the Work shall be noted by Contractor and brought to the attention of the City and Owner during the course of construction so any such impacts to the Work may be addressed.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to Owner's Representative in accordance with applicable City of College Station codes and ordinances. Owner's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the Owner's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the Owner may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as Owner's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the Owner. The Owner may charge the Contractor for any damage or injury to the Owner, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the Owner.

11.08. Owner may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. Owner will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies Owner of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or

adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, Owner or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City and Owner harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City or Owner to the extent based on a claim arising out of Contractor's negligence.**

## 12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the Owner prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the Owner upon delivery to the Project.

12.03. Where the Owner deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of Owner Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the Owner a written receipt. Moreover, the Contractor shall, on behalf of the Owner, accept delivery of the materials set forth in the attached "List of Materials Ordered by the Owner". Under such circumstances, the Contractor shall promptly forward to the Owner for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the Owner, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the Owner's Representative.

(c) Before transporting any of the materials furnished or ordered by the Owner, the Contractor shall establish to the Owner's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the Owner in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of Owner Furnished Materials and List of Materials Ordered by the Owner. If the Owner furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the Owner at its expense and shall be responsible for all shipping costs.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of Owner's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the Owner's Representative. The Owner's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The Owner's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

### **13. ENTRY, OBSERVATION, TESTING & POSSESSION**

13.01. The City and Owner reserve the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City and Owner further reserve the right to enter the Project site or sites for the purpose of performing such collateral work as the City or Owner may desire.

13.02. The Owner's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any

observation that may be contemplated by Owner's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The Owner's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the Owner shall pay the costs of repair and restoration of the work.

13.04. Owner shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

#### **14. REJECTED WORK**

14.01. All work deemed not in conformity with this Agreement as determined by the Owner in its sole discretion, may be rejected by the Owner. Owner's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether Owner's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by Owner's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the Owner, it shall be deemed by Owner's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the Owner's option, after notice from Owner's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the Owner deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the Owner at the Owner's sole discretion.

#### **15. SUBCONTRACTING & SUBCONTRACTORS**

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the Owner as provided by this Agreement.

15.02. Subcontractors must be approved by Owner's Representative prior to hiring or beginning any work on the Project. If Owner's Representative judges any subcontractor to

be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the Owner for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Owner.

## 16. PAYMENT

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by Owner's Representative. Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to Owner's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the Owner up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the 30th calendar day following the Owner's receipt of a progress payment application made in conformity with Paragraph 16.02, the Owner shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of Owner's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the Owner, but in each case less the aggregate of payments previously made, less retainage, and less amounts as Owner's Representative shall determine and the Owner may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the Owner shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the Owner shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The Owner may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such

reduction, the Owner will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City or the Owner to make any payments to another party nor make any promises or representation of any nature on behalf of the City or Owner, without the specific written approval of the City and Owner.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The Owner, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The Owner, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, Owner is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the Owner may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the Owner.
- (g) Owner's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the Owner to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between Owner and Contractor.

Provided, however, Owner is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

## 17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the Owner.

17.02. "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than **twenty-five percent (25%)**. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the Owner may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of Owner's Representative when presented with a written work order signed by Owner.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the Owner.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to Owner's Representative for a written order from Owner authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Owner insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the Owner, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the Owner or Owner's Representative. Owner's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to Owner's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by Owner's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned

expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

## 18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence of this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the Owner's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by Owner's Representative. The Contractor bid **ninety (90) calendar days** for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

## 19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify Owner's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given Owner's Representative written notice that the work has been Substantially Completed, Owner's Representative shall inspect the work for the preparation of a final punch list.

(a) If Owner's Representative and the Owner find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. Owner's Representative shall not be required to provide a list of unfinished work.

(b) If the Owner Representative and Owner find that the work is Substantially Completed, the Owner shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

## 20. FINAL COMPLETION

20.01. Contractor shall notify the Owner's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the Owner's Representative and the Owner accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the Owner's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or Owner, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the Owner. The Owner may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the Owner, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

## **21. DELAYS**

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The Owner may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the Owner may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the Owner or other delays caused by the Owner or for the Owner's convenience, the Contractor may apply to the Owner for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

## **22. EXTENSIONS OF TIME**

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the Owner, the Owner's Representative, employees of the Owner, or other contractors employed by the Owner;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or

- (4) by other causes that the Owner and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the Owner's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the Owner shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the Owner be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

### **23. LIQUIDATED DAMAGES**

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the Owner would in such an event sustain. The amounts to be charged are agreed to be damages the Owner would sustain and shall be retained by the Owner from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of Owner's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the Owner's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the Owner may permanently withhold from the Contractor's total compensation the sum of **Five Hundred and no/100 DOLLARS (\$500.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

### **24. CHARGES FOR INJURY OR REPAIR**

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the Owner will be made and charged to the Contractor by the Owner.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the Owner to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

## 25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

**The Contractor warrants that all materials provided to the Owner under this Agreement shall be new unless otherwise approved in advance by Owner's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.**

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City or Owner.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

## **26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS**

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the Owner **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with Owner's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City or Owner. In the event a statutory lien notice is sent to the City or Owner, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the Owner may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

**27. INSURANCE**

27.01. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth on Exhibit B.

**28. BOND PROVISIONS**

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$25,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the Owner may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the Owner makes changes or alterations that render useless any work already done or material already used in said work, then the Owner shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

**29. SURETY**

29.01. If the Contractor has abandoned the Project or the Owner has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent,

fails to commence the completion of the work in compliance with this Agreement, then the Owner at its option may provide for completion of the work in either of the following manners:

29.01.01. The Owner may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The Owner may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the Owner under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the Owner's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the Owner within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of Owner's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, Owner's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as Owner's Representative may elect. Owner's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to Owner had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

### **30. COMPLIANCE WITH LAW**

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its

employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

### 31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to Owner in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of Owner if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys'**

**fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. Owner and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

## **32. TRENCH SAFETY**

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City and Owner the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

### **33. INDEMNITY**

**33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY AND OWNER, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR OWNER OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.**

**33.02. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:**

**(a) In the event the City or Owner is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City and Owner for such damage.**

**(b) The Contractor shall indemnify and hold harmless and defend the City and Owner from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**

**(c) The Contractor shall indemnify and hold harmless and defend the City and Owner from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**

**(d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**

**(e) The Contractor shall also be responsible for the removal of all related debris.**

**(f) The Contractor shall also be responsible for subcontractors hired by it.**

**(g) The Contractor shall indemnify, hold harmless, and defend the City and Owner from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

**33.03. The indemnification obligations of the Contractor under this section shall not**

extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

#### 34. **RELEASE**

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City and Owner, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City or Owner.

#### 35. **PERMITS AND LICENSES**

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

#### 36. **ROYALTIES AND LICENSING FEES**

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City and Owner harmless and indemnify the City and Owner from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to Owner's Representative.

**37. BREACH OF CONTRACT & DAMAGES**

37.01. The Owner shall have the right to declare the Contractor in breach of this Agreement for cause when the Owner determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the Owner would otherwise possess hereunder or as a matter of law, the Owner upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from Owner's Representative, as Owner's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by Owner's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

**38. TERMINATION FOR CAUSE**

Without prejudice to any other legal or equitable right or remedy that the Owner would otherwise possess hereunder or as a matter of law, the Owner upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from Owner's Representative, as Owner's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by Owner's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

**39. TERMINATION FOR CONVENIENCE**

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the Owner for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the Owner may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

**40. RIGHT TO COMPLETE**

If this Agreement is terminated for cause, the Owner shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the Owner shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to Owner. If the Owner elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse Owner for all costs incurred by the Owner (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the Owner in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

**41. CLOSE OUT**

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by Owner's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of Owner's property). Among other things, the Contractor shall, except as otherwise directed or approved by Owner's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to Owner's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, Owner's Representative shall have the

right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of Owner's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to Owner's Representative, when directed by Owner's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to Owner's Representative, and transfer title to such property to Owner's Representative to the extent not already transferred; and/or

#### **42. TERMINATION CONVERSION**

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

#### **43. HIRING**

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the Owner that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the Owner damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

#### **44. ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the Owner.

#### **45. EFFECTIVE DATE**

The effective date of this contract shall be the date of award of the contract.

#### **46. OTHER TERMS**

46.01. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.04. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. **Mediation.** After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage, the Owner, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. **Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09 **Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.10. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the Owner thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.11. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement 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.

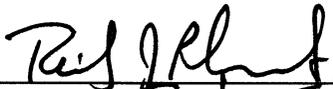
46.12. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.13. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.14. **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

**BRAZOS VALLEY SERVICES**

**SMILING MALLARD DEVELOPMENT**

By:   
Printed Name: Ricky J Palasola  
Title: owner  
Date: 11/14/06

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ron Silvia, Mayor

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

\_\_\_\_\_  
Connie Hooks, City Secretary

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

\_\_\_\_\_  
Glenn Brown, City Manager

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



City Attorney

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

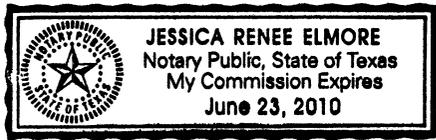
\_\_\_\_\_  
Jeff Kersten, Chief Financial Officer

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

STATE OF TEXAS )  
 )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 14<sup>th</sup> day of November, 2006,  
by Ricky Palasota in his/her capacity as owner  
of Brazos Valley Services, a corporation, on behalf of said corporation.



Jessie R. Elmore  
Notary Public in and for  
the State of Texas

STATE OF TEXAS )  
 )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
by \_\_\_\_\_, in the capacity as Mayor of the **City of College  
Station**, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**Exhibit A**  
**City of College Station Prevailing Wage Schedule**

**Part A: Building Construction Trades**  
**Fiscal Year: 2005 - 2006**

Building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 and 1/2 ) times the base hourly rate.

The rates are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the workers and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew. The lowest allowable rate shall be the rate for laborers, no exceptions.

Welders shall receive the rate prescribed for the craft performing the operation to which the welding is incidental.

| Description                    | Wage Rate (\$) |
|--------------------------------|----------------|
| Asbestos Workers, Insulators   | 14.25          |
| Bricklayers; Stone Masons      | 17.21          |
| Carpenters                     | 13.73          |
| Carpet Layers/Floor Installers | 12.10          |
| Concrete Finishers             | 12.86          |
| Drywall Installers/Ceiling     | 12.60          |
| Electricians                   | 17.75          |
| Elevator Mechanics             | 19.75          |
| Light Equipment Operators      | 10.50          |
| Heavy Equipment Operators      | 13.34          |
| Glaziers                       | 12.60          |
| Ironworkers                    | 14.60          |
| Laborers                       | 8.00           |
| Lathers                        | 15.25          |
| Millwork                       | 14.26          |
| Painters; Wall Covering        | 12.60          |
| Pipefitters                    | 18.80          |
| Plasterers                     | 15.25          |
| Plumbers                       | 19.85          |
| Reinforcing Steel Setter       | 12.07          |
| Roofers                        | 11.53          |
| Sheet Metal Workers            | 18.55          |
| Sprinkler Fitters              | 17.75          |
| Terrazzo Workers               | 15.50          |
| Tile Setters                   | 12.75          |
| Waterproofers/Caulkers         | 12.82          |

**Exhibit A**

**City of College Station Prevailing Wage Schedule**

**Part B: Civil/Heavy Construction Trades  
Fiscal Year: 2005 - 2006**

| Description                                       | Wage Rate (\$) |
|---|----------------|
| Air Tool Man                                      | 7.50           |
| Asphalt Raker                                     | 7.75           |
| Batching Plant Scaleman                           | 7.50           |
| Concrete Finisher (Paving)                        | 8.00           |
| Concrete Finisher (Structures)                    | 8.25           |
| Form Builder (Structures)                         | 9.50           |
| Form Setter (Paving and Curbs)                    | 9.00           |
| Mechanic  | 8.80           |
| Oiler   | 7.50           |
| Serviceman  | 8.25           |
| Pipelayer   | 7.75           |
| Welder  | 13.92          |
| Power Equipment Operators                         |                |
| Asphalt Paving Machine                            | 9.00           |
| Broom or Sweeper Operator                         | 7.50           |
| Bulldozer, 150 H.P. or less                       | 8.50           |
| Crane, Clamshell, Shovel Operator                 | 9.50           |
| Crusher and Screening Plant Operator              | 7.50           |
| Foundation Drill Operator (truck)                 | 8.50           |
| Front End Loader (2-1/2 c.y.)                     | 8.38           |
| Motor Grader Operator                             | 11.00          |
| Roller, Steel Wheel (Plant-mix Pavements)         | 8.00           |
| Roller, Steel Wheel (Other Flat Wheel or Tamping) | 8.00           |
| Roller, Pneumatic (Self Propelled)                | 8.00           |
| Scraper Operator                                  | 8.25           |
| Tractor (Crawler Type), over 150 h.p.             | 8.00           |
| Tractor (Pneumatic), 80 h.p. and less             | 8.00           |
| Traveling Mixer                                   | 8.00           |
| Wagon Drill, Boring Machine or Post Hole Driller  | 8.00           |
|   |                |
| Truck Driver                                      | 8.58           |
| Cable Splicer                                     | 9.00           |
| Lineman   | 10.75          |
| Groundman   | 7.50           |

**Exhibit B**  
**INSURANCE REQUIREMENTS**

**CITY OF COLLEGE STATION CONTRACTS**  
**INSURANCE COVERAGE & LIMIT REQUIREMENTS**

**EFFECTIVE 10-1-02**

**Commercial General Liability, (a.k.a.) Public Liability**

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

**Business Auto Liability**

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

**Workers Compensation**

Coverage Limit **Texas Statutory**

**Employers Liability**

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

**Professional Liability**

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence\*

Claims made policies are *acceptable on this line of coverage\**

Must have an *Extended Reporting Period Endorsement\**

**Pollution Liability**

Coverage Limit minimum \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

**Umbrella / Excess Liability**

Coverage Limit **minimum** should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

*(Coverage Limit Requirement as Determined by the City's Risk Manager)*

**Builders' Risk**

*(Coverage Limit Requirement as Determined by the City's Risk Manager)*

**Performance Bonds & Payment Bonds**

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

**Commercial Crime/Fidelity Bond**

*(Coverage Limit Requirement as Determined by the City's Risk Manager)*

**Liquor Legal Liability** (if alcohol is sold on premise)

*(Coverage Limit Requirement as Determined by the City's Risk Manager)*

**Tenant's Contents and Betterments**

Required for Tenant's renting/leasing City of College Station Building / Office Space

*(Coverage Limit Requirement as Determined by the City's Risk Manager)*

**Leasehold Interest Insurance**

Required when renting or leasing City of College Station buildings or offices.

*(Coverage Limit Requirement as Determined by the City's Risk Manager)*

## **Exhibit B**

### **INSURANCE REQUIREMENTS**

During the term of this Agreement all of Contractor's insurance shall meet the following requirements:

1. **Standard Insurance Policies Required:**
  - (a) Commercial General Liability Policy
  - (b) Business Automobile Liability Policy
  - (c) Workers' Compensation Policy
  - (d) Employers Liability
  
2. **General Requirements Applicable to All Policies:**
  - (a) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - (c) "Claims Made" policies will not be accepted.
  - (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
  - (e) Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
  - (f) The City of College Station, its officials, employees and volunteers, are to be added as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  
3. **Commercial General Liability**
  - (a) General Liability insurance shall be written by a carrier with a B+: VII or better rating in accordance with the current Best Key Rating Guide.
  - (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
  - (c) Coverage shall be at least as broad as ISO form GC 00 01.
  - (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
  - (e) The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed

operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and, "Explosion, Collapse, and Underground" coverage.

4. **Business Automobile Liability**

(a) Business Automobile Liability insurance shall be written by a carrier with a B+: VII or better rating in accordance with the current Best Key Rating Guide.

(b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(c) Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.

(d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

(e) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

(f) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

5. Those policies set forth in Paragraphs 3 and 4 shall contain an endorsement providing that the City is an additional insured and further providing that those policies shall be primary to any insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.**

6. **Workers' Compensation Insurance**

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. **The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.**

(b) The worker's compensation insurance shall include the following terms:

(i) Employer's Liability limits of \$1,000,000.00 for each accident are required.

- (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

*Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees.*

*This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

*B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

*D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*

*E. The Contractor shall obtain from each person providing services on a project, and*

*provide to the governmental entity:*

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
- (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

*F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

*G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*

*H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

*I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
  - (a) A certificate of coverage, prior to the other person beginning work on the project; and*
  - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

- 7. **Certificates of Insurance** shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
  - (a) The company is licensed and admitted to do business in the State of Texas.
  - (b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
  - (c) All endorsements and insurance coverage's according to requirements and instructions contained herein.
  - (d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
  - (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**Exhibit C**

**PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

**THAT WE**, \_\_\_\_\_, as Principal, hereinafter called "Contractor" and the other subscriber hereto \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of **One Hundred Thirty Six Thousand Five Hundred Seventy Six and 50/100 Dollars (\$136,576.50)** for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Contractor has on or about this day executed a Contract in writing with the City of College Station for the construction and/or installation of a gravity sewer line located in the Nantuckett Subdivision in the extraterritorial jurisdiction of the City of College Station, Brazos County, Texas, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE**, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered it's Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered with actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)  
WITNESS: (if not a corporation)

\_\_\_\_\_  
(Name of Contractor)

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

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

ATTEST/WITNESS (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

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

\_\_\_\_\_  
(Address of Surety for Notice)

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

REVIEWED:

THE FOREGOING BOND IS ACCEPTED  
ON BEHALF OF  
THE CITY OF COLLEGE STATION, TEXAS:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_

Project No. \_\_\_\_\_

**PAYMENT BOND**

**TEXAS STATUTORY PAYMENT BOND**

|                      |   |                                 |
|----------------------|---|---------------------------------|
| THE STATE OF TEXAS   | § |                                 |
|                      | § | KNOW ALL MEN BY THESE PRESENTS: |
| THE COUNTY OF BRAZOS | § |                                 |

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called "Principal" and the other subscriber hereto \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of **One Hundred Thirty Six Thousand Five Hundred Seventy Six and 50/100 Dollars (\$136,576.50)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain contract with the City of College Station, dated the \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_, for the construction and/or installation of a gravity sewer line located in the Nantuckett Subdivision in the extraterritorial jurisdiction of the City of College Station, Brazos County, Texas, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

**IN WITNESS THEREOF,** the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation)  
WITNESS: (if not a corporation)

\_\_\_\_\_  
(Name of Contractor)

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

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

ATTEST/WITNESS (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

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

\_\_\_\_\_  
(Address of Surety for Notice)

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

REVIEWED:

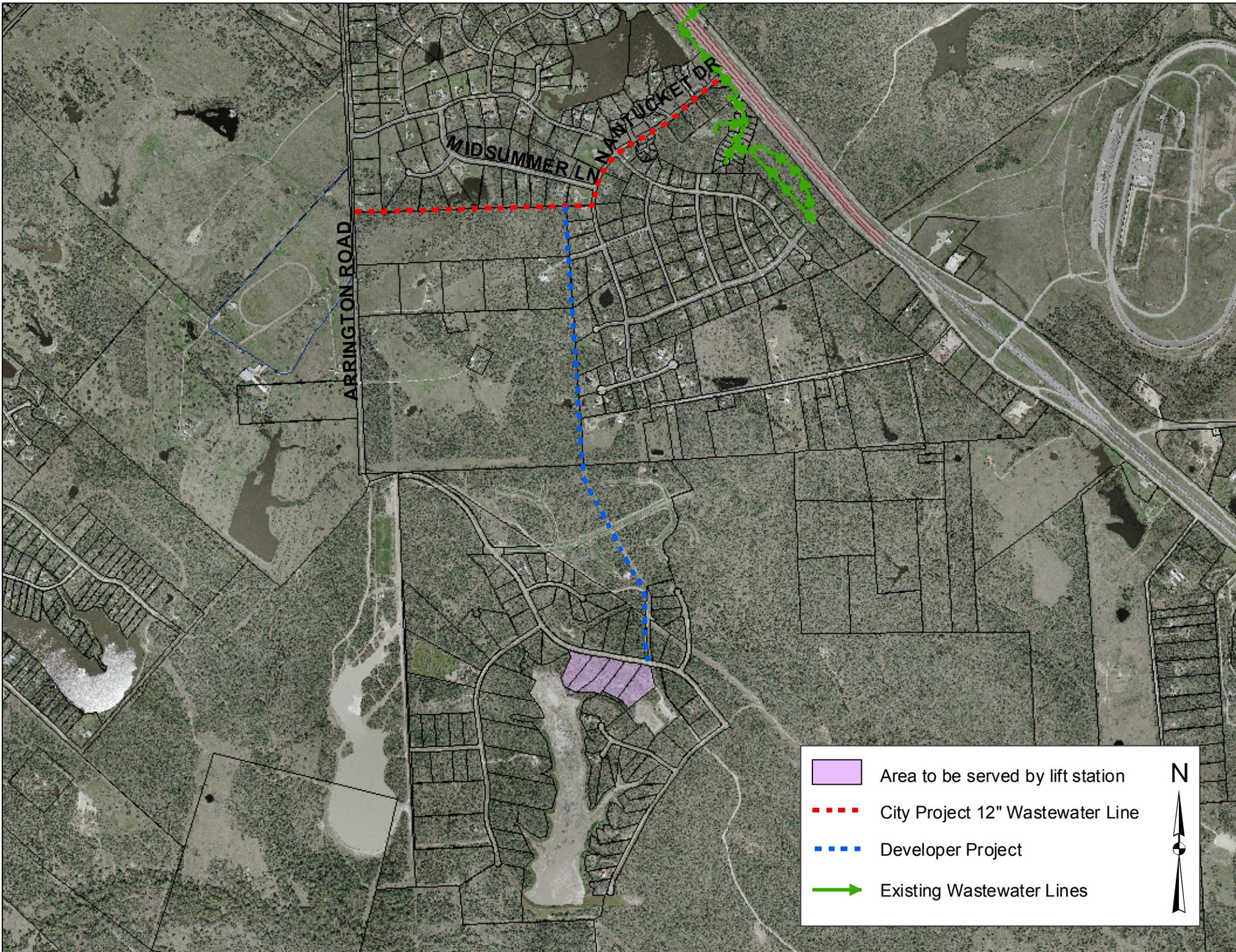
THE FOREGOING BOND IS ACCEPTED  
ON BEHALF OF  
THE CITY OF COLLEGE STATION, TEXAS:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_

**BID TABULATION**  
**Bid #07-20**

| November 3, 2006 |                  |      | Elliott Construction                           |            | Brazos Valley Services |            | Dudley Construction |            | Doughtie Construction |            |                     |
|------------------|------------------|------|--|------------|------------------------|------------|---------------------|------------|-----------------------|------------|---------------------|
| Item No.         | Approx. Quantity | Unit | Description                                    | Unit Price | Amount                 | Unit Price | Amount              | Unit Price | Amount                | Unit Price | Amount              |
| 1                |                  |      | <b>GRAVITY LINE IMPROVEMENTS</b>               |            |                        |            |                     |            |                       |            |                     |
| 1.01             | 919              | LF   | 8" ASTM D3034, SDR 26 PVC Sewer Line           | \$28.00    | \$25,732.00            | \$7.75     | \$7,122.25          | \$26.88    | \$24,702.72           | \$34.00    | \$31,246.00         |
| 1.02             | 158              | LF   | 8" ASTM D2241, SDR 26 PVC Sewer Line           | \$28.00    | \$4,424.00             | \$8.00     | \$1,264.00          | \$26.64    | \$4,209.12            | \$36.00    | \$5,688.00          |
| 1.03             | 1,929            | LF   | 6" ASTM D3034, SDR 26 PVC Sewer Line           | \$23.00    | \$44,367.00            | \$6.25     | \$12,056.25         | \$25.05    | \$48,321.45           | \$33.00    | \$63,657.00         |
| 1.04             | 140              | LF   | 5" - 8" Trenching & Backfill - Structural      | \$21.00    | \$2,940.00             | \$40.00    | \$5,600.00          | \$32.19    | \$4,506.60            | \$70.00    | \$9,800.00          |
| 1.05             | 805              | LF   | 5" - 8" Trenching & Backfill - Non Structural  | \$2.05     | \$1,650.25             | \$18.00    | \$14,490.00         | \$4.00     | \$3,220.00            | \$25.00    | \$20,125.00         |
| 1.06             | 125              | LF   | 8" - 10" Trenching & Backfill - Structural     | \$30.00    | \$3,750.00             | \$47.00    | \$5,875.00          | \$48.93    | \$6,116.25            | \$80.00    | \$10,000.00         |
| 1.07             | 1,835            | LF   | 8" - 10" Trenching & Backfill - Non Structural | \$2.10     | \$3,853.50             | \$20.00    | \$36,700.00         | \$4.00     | \$7,340.00            | \$25.00    | \$45,875.00         |
| 1.08             | 2,905            | LF   | Trench Safety                                  | \$1.50     | \$4,357.50             | \$2.00     | \$5,810.00          | \$2.10     | \$6,100.50            | \$6.00     | \$17,430.00         |
| 1.09             | 9                | EACH | 4' Standard Manhole                            | \$2,250.00 | \$20,250.00            | \$2,000.00 | \$18,000.00         | \$2,908.00 | \$26,172.00           | \$2,900.00 | \$26,100.00         |
| 1.10             | 22               | VF   | Additional Depth for manholes                  | \$175.00   | \$3,850.00             | \$200.00   | \$4,400.00          | \$210.74   | \$4,636.28            | \$275.00   | \$6,050.00          |
| 1.11             | 1                | EACH | Drop Structure                                 | \$1,000.00 | \$1,000.00             | \$1,000.00 | \$1,000.00          | \$3,238.00 | \$3,238.00            | \$3,410.00 | \$3,410.00          |
| 1.12             | 100              | LF   | 8" Dry Mechanical Bore                         | \$125.00   | \$12,500.00            | \$150.00   | \$15,000.00         | \$136.25   | \$13,625.00           | \$175.00   | \$17,500.00         |
| 1.13             | 150              | SY   | Gravel Driveway Repair                         | \$20.00    | \$3,000.00             | \$10.00    | \$1,500.00          | \$18.29    | \$2,743.50            | \$38.00    | \$5,700.00          |
|                  |                  |      | Sub-Total Item: 1.00                           |            | \$131,674.25           |            | \$128,817.50        |            | \$154,931.42          |            | \$262,581.00        |
| 2.00             |                  |      | <b>MISCELLANEOUS</b>                           |            |                        |            |                     |            |                       |            |                     |
| 2.01             | 180              | LF   | Silt Fence                                     | \$2.50     | \$450.00               | \$3.00     | \$540.00            | \$5.00     | \$900.00              | \$4.00     | \$720.00            |
| 2.02             | 3,233            | SY   | Hydro Seeding with Fiber Mulch                 | \$1.05     | \$3,394.65             | \$0.50     | \$1,616.50          | \$1.53     | \$4,946.49            | \$0.70     | \$2,263.10          |
| 2.03             | 1                | EACH | Construction Access/Exit Driveway              | \$500.00   | \$500.00               | \$1,800.00 | \$1,800.00          | \$3,069.00 | \$3,069.00            | \$3,500.00 | \$3,500.00          |
| 2.04             | 159              | LF   | Removal & Replacement of Barbed Wire Fence     | \$6.00     | \$951.00               | \$15.00    | \$2,377.50          | \$7.05     | \$1,117.43            | \$7.00     | \$1,109.50          |
| 2.05             | 19               | SY   | Removal & Replacement of Concrete Riprap       | \$73.00    | \$1,387.00             | \$75.00    | \$1,425.00          | \$95.61    | \$1,816.59            | \$95.00    | \$1,805.00          |
|                  |                  |      | Sub- Total Item: 2.00                          |            | \$6,682.65             |            | \$7,759.00          |            | \$11,849.51           |            | \$9,397.60          |
| <b>TOTAL BID</b> |                  |      |  |            | <b>\$138,356.90</b>    |            | <b>\$136,576.50</b> |            | <b>\$166,780.93</b>   |            | <b>\$271,978.60</b> |



|   |                                   |   |
|---|-----------------------------------|---|
|  | Area to be served by lift station |  |
|  | City Project 12" Wastewater Line  |   |
|  | Developer Project                 |   |
|  | Existing Wastewater Lines         |   |

**December 14, 2006**  
**Consent Agenda**  
**Exception to Policy for Sewer Service to Great Oaks Estates**

**To:** Mr. Glenn Brown, City Manager

**From:** Mr. John Woody, Water Services Department Director

**Agenda Caption:** Presentation, possible action, and discussion for an exception to Policy to allow Indivisa Corporation to construct sewer infrastructure necessary to connect the upcoming phases of Great Oaks Estates to the City sewer system.

**Recommendation:** Staff recommends Council approve this request.

**Summary:** Indivisa Corporation has requested the City provide sewer service to approximately 300 homes that will be constructed in phases 1A-8 of Great Oaks Estates, which is located off Rock Prairie Road West. Their letter, with map, is attached. This subdivision is outside the City's current certificated area for sewer, but it is within the City's extra-territorial jurisdiction (ETJ) and within the area that the City has applied for the sewer Certificate of Public Convenience and Necessity (CCN). The Developer has consented to be included in the City's CCN, and will bear all infrastructure cost for connecting to the City system. The City's sewer CCN application has not yet been approved by the TCEQ, however, the area is presently not certificated and the City has the legal right to provide this sewer service. Please note, the property is not a candidate for annexation, since it is not contiguous with the City limits.

In January 2006, City Council approved a request from Mr. Tony Jones for him to construct a sewer line along Cain Road, for the City to provide sewer service to his development, Las Palomas. This current request for Great Oaks, if approved, would allow Indivisa to participate with Mr. Jones in the cost of constructing the sewer line that would service Great Oaks, Las Palomas and another development, Oakland Ridge.

City Policy states that the City may provide sewer service outside the City limits or the City's sewer certificated area, only in certain situations. (See attachment.) Since the City does not yet hold the CCN for this area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the area residents is much better served by having this development connected to the City sewer system, rather than being served by a small sewage treatment package plant that would discharge into one of the local ponds. On this basis, staff recommends approval of this request, to grant an exception to City Policy.

**Budget & Financial Summary:** City funds are not required to execute this project.

**Attachments:**

- Letter from Indivisa Corporation including map
- Policy on extension of utilities to the ETJ
- Resolution

INDIVISA CORPORATION  
NINETEEN SOUTH EAST  
2121 KIRBY DRIVE  
HOUSTON, TEXAS 77019-6066  
Phone 713 874-1122  
Fax 713 522-9050

November 16, 2006

David Coleman, P.E.  
Utilities Division Manager  
City of College Station  
1601 Graham Road  
College Station, Texas 77842

Re: Sanitary Sewer Service to 102 Acres  
Great Oaks Estates Subdivision

Dear Mr. Coleman:

As you may recall Great Oaks Estates (owned by Indivisa Corporation) is located in the ETJ area, which area was designated by the City of College Station to be developed and receive city sanitary sewer service. Attached please find a sketch of Phases 1A through 8 of the development consisting of approximately 300 single family residential lots.

As I understand the TCEQ has issued a CCN to the city certifying the city as a provider of sanitary sewer within the city's limits. As I further understand the city has applied (but not received) to become the designated provider for the ETJ area.

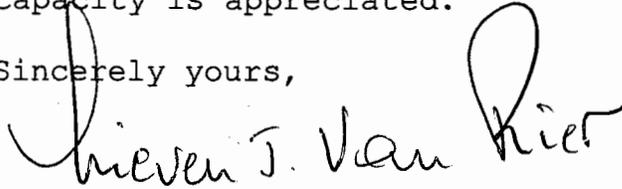
In order for Great Oaks Estates to be served an "exception for service" is needed. This letter represents a request from Indivisa Corporation to the City Council to grant such an exception which is also needed for approval of the preliminary plat.

In order to serve Great Oaks with sanitary sewer, a regional lift station will be installed along with a force main, both at the developer's expense. A City owned manhole exists immediately adjacent to the proposed subdivision which will provide the point of discharge from the force main. All installation work will be in

accordance with College Station and TCEQ ordinances and regulations.

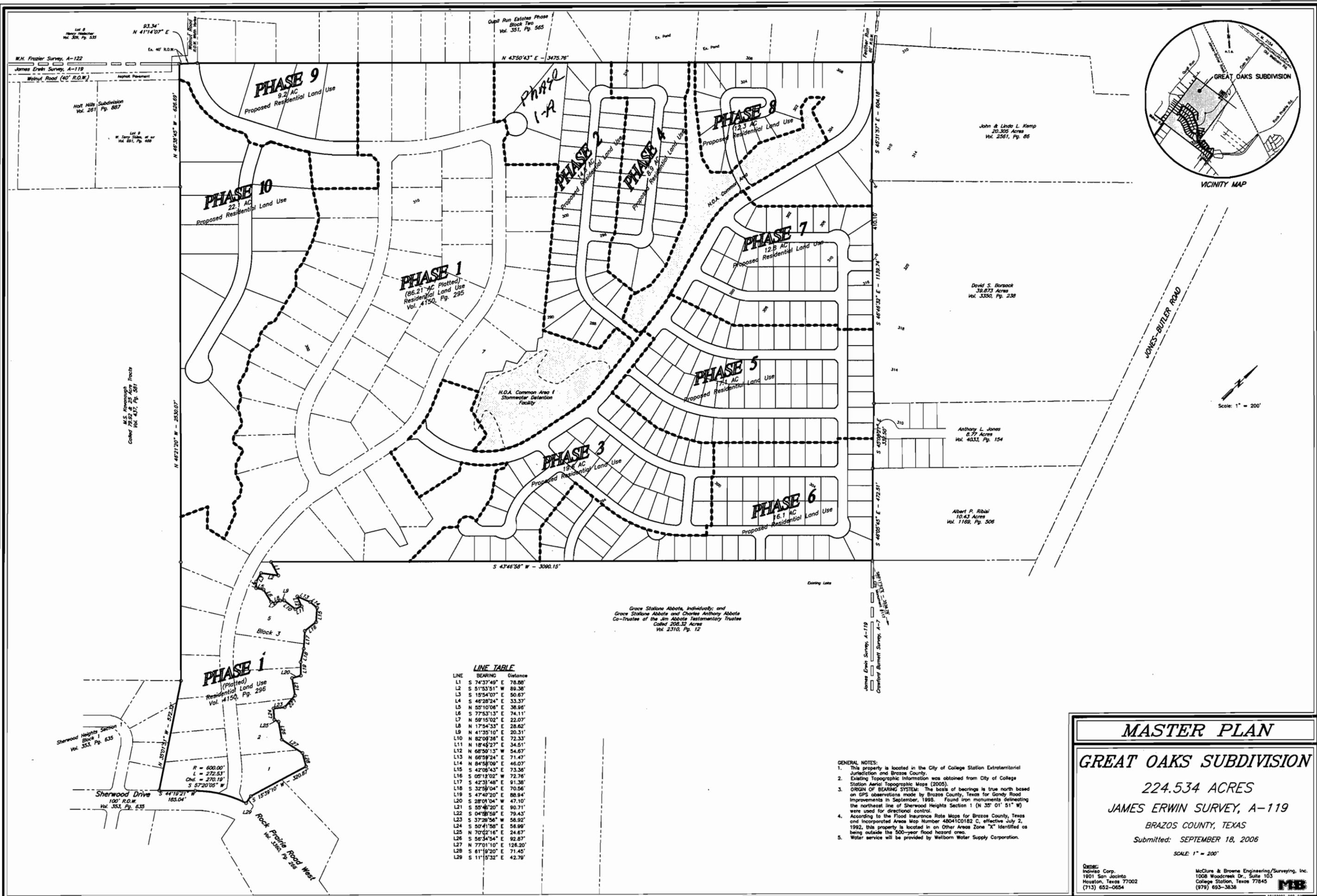
Indivisa Corporation was one of the early financial "over size" participants for extending the major sewer line west of the railroad tracks. Intentions are to develop an upscale residential neighborhood in the heavy woods of Great Oaks. Your foresight, both to extend service to new areas and the extra thought to size lines for maximum capacity is appreciated.

Sincerely yours,

A handwritten signature in cursive script that reads "Lieven J. Van Riet". The signature is written in dark ink and is positioned above the typed name and title.

Lieven J. Van Riet,  
President  
Indivisa Corporation

11-16-2006



Scale: 1" = 200'

**PHASE 1**  
 (86.21 AC Platted)  
 Residential Land Use  
 Vol. 4150, Pg. 295

**PHASE 10**  
 22.1 AC  
 Proposed Residential Land Use

**PHASE 9**  
 9.2 AC  
 Proposed Residential Land Use

**PHASE 1-A**

**PHASE 2**  
 Proposed Residential Land Use

**PHASE 4**  
 Proposed Residential Land Use

**PHASE 8**  
 12.3 AC  
 Proposed Residential Land Use

**PHASE 7**  
 12.8 AC  
 Proposed Residential Land Use

**PHASE 5**  
 7.1 AC  
 Proposed Residential Land Use

**PHASE 3**  
 19.4 AC  
 Proposed Residential Land Use

**PHASE 6**  
 16.1 AC  
 Proposed Residential Land Use

**LINE TABLE**

| LINE | BEARING       | Distance |
|------|---------------|----------|
| L1   | S 74°37'49" E | 76.86'   |
| L2   | S 51°53'11" W | 89.36'   |
| L3   | S 19°54'07" E | 50.67'   |
| L4   | S 46°28'24" E | 33.37'   |
| L5   | N 55°10'08" E | 38.96'   |
| L6   | S 77°53'13" E | 74.11'   |
| L7   | N 59°15'02" E | 22.07'   |
| L8   | N 17°54'33" E | 28.62'   |
| L9   | N 41°35'10" E | 20.31'   |
| L10  | N 82°04'36" E | 72.33'   |
| L11  | N 18°45'27" E | 34.51'   |
| L12  | N 68°50'13" W | 54.67'   |
| L13  | N 66°59'24" E | 71.47'   |
| L14  | N 84°58'09" E | 46.07'   |
| L15  | S 42°05'43" E | 73.36'   |
| L16  | S 05°12'02" W | 72.76'   |
| L17  | S 42°31'48" E | 91.38'   |
| L18  | S 32°59'04" E | 70.56'   |
| L19  | S 47°40'20" E | 88.94'   |
| L20  | S 28°01'04" W | 47.10'   |
| L21  | S 55°45'20" E | 90.71'   |
| L22  | S 04°58'58" E | 79.43'   |
| L23  | S 37°28'56" W | 58.92'   |
| L24  | S 50°41'58" E | 56.99'   |
| L25  | N 70°22'16" E | 24.67'   |
| L26  | S 56°34'54" E | 92.87'   |
| L27  | N 77°01'10" E | 128.20'  |
| L28  | S 61°19'50" E | 71.46'   |
| L29  | S 11°5'32" E  | 42.78'   |

**PHASE 1 (Platted)**  
 Residential Land Use  
 Vol. 4150, Pg. 295

R = 600.00'  
 L = 272.53'  
 Chd. = 270.19'  
 S 57°20'05" W

- GENERAL NOTES:**
- This property is located in the City of College Station Extraterritorial Jurisdiction and Brazos County.
  - Existing Topographic Information was obtained from City of College Station Aerial Topographic Maps (2005).
  - ORIGIN OF BEARING SYSTEM:** The basis of bearings is true north based on GPS observations made by Brazos County, Texas for Gandy Road Improvements in September, 1995. Found iron monuments delineating the northeast line of Sherwood Heights Section 1 (N 35° 01' 51" W) were used for directional control.
  - According to the Flood Insurance Rate Maps for Brazos County, Texas and incorporated Areas Map Number 4804100182 C, effective July 2, 1992, this property is located in an Other Areas Zone "X" identified as being outside the 500-year flood hazard area.
  - Water service will be provided by Wellborn Water Supply Corporation.

**MASTER PLAN**

**GREAT OAKS SUBDIVISION**

224.534 ACRES  
 JAMES ERWIN SURVEY, A-119  
 BRAZOS COUNTY, TEXAS

Submitted: SEPTEMBER 18, 2006

SCALE: 1" = 200'

Owner:  
 Indivio Corp.  
 1901 San Jacinto  
 Houston, Texas 77002  
 (713) 652-6654

McClure & Browne Engineering/Surveying, Inc.  
 1008 Woodcreek Dr., Suite 103  
 College Station, Texas 77845  
 (979) 693-3838

**MB**

RESOLUTION NO. 2-9-2006-13.04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, The City Council of the City of College Station adopted its current Comprehensive Plan in 1997, that includes *Section 2.09 Utility Goals and Objectives*; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 2.1* that states "Water service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 3.1* that states "Sewer service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity wastewater is pending in certain parts of the City's Extraterritorial Jurisdiction in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves this resolution adopting a policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested that is outside the City Limits of College Station, the Developer will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City Subdivision Ordinance, whichever is more restrictive. The cost of the extension

of utility service will be borne solely by the Developer. Any upgrades in infrastructure required to meet fire, pressure, and/or TCEQ rules will be completed by the Developer at their expense. In the event of future connections to the utility service by other Subdivisions or Developers the original Developer will be reimbursed a prorated share based on calculations and methodology established within Chapter 11, Section 3: Water and Sewer Main Extension Policies. The cost shall be determined based on the point of connection of the new development.

If a developer determines that circumstances require that a package sewage treatment plant facility is appropriate, the cost and construction of such shall be borne by the developer and dedicated to the City for operation and maintenance. At such time that sewer lines can be extended by the City (or other new developments in the vicinity) to serve an area being served by a package plant, the facility shall be abandoned and removed at the City's discretion.

PART 3: That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases:

- for other governmental agencies through an inter-local agreement,
- for the purpose of economic development; or
- for health and safety reasons

PART 4: That the City Council hereby establishes an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for these utility systems.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9th day of February, 2006.

ATTEST:

  
CONNIE HOOKS, City Secretary

APPROVED:

  
RON SILVIA, Mayor

APPROVED:

  
City Attorney

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY'S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO GREAT OAKS ESTATES PHASES 1A-8 ON ROCK PRAIRIE ROAD WEST, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 02-09-2006-13.04 on February 9, 2006, which states in Part 1 "that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that purpose" and further states in Part 3 "That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases: For other governmental agencies through an interlocal agreement, For the purposes of economic development, or For health and safety reasons" (such resolution referred to hereinafter as the "City's Utility Extension Policy"); and

WHEREAS, Indivisa Corporation, developer of Great Oaks Estates, has requested an exception to the City's Utility Extension Policy for Great Oaks Estates Phases 1A-8, located on Rock Prairie Road West, in the City's ETJ; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity for wastewater pending in certain parts of the City's Extraterritorial Jurisdiction, including the area in which Great Oaks Estates is located, in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, The City Council of the City of College Station previously approved exceptions to the City's Utility Extension Policy to provide sewer utility service to adjacent developments of Las Palomas and Oakland Ridge, based on improving the health and safety of the residents in the City's ETJ; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to Great Oaks Estates Phases 1A-8, on Rock Prairie Road West in College Station, Texas, based on improving the health and safety of the residents in the City's ETJ.

PART 2: That the City Council hereby requires that the developer of Great Oaks Estates extend sewer utility service to Phases 1A-8 as provided in the City's Utility Extension Policy.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
Ron Silvia, Mayor

APPROVED:



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

**December 14, 2006**  
**Consent Agenda**  
**Supervisory Control and Data Acquisition Upgrade**  
**RFP 06-129**

**To:** Glenn Brown, City Manager

**From:** David Massey, Director of Electric Utilities

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a software license agreement and award of RFP 06-129 to Survalent Technology Corporation for an upgrade to the Electric Utilities Supervisory Control and Data Acquisition System (SCADA) in an amount not to exceed \$99,800.

**Recommendation(s):** Staff recommends award of RFP 06-129 to the most responsive proposal from Survalent Technology Corporation.

**Summary:** On August 8, 2006 two proposals were received for RFP 06-129 for an upgrade to the electric SCADA system. A proposal was received from Survalent Technology Corporation and OEI Inc. The proposals were ranked by staff using the following criteria:

- Vender Qualification and Experience
- Rates and Expenses
- Methodology and Approach
- References
- Remote Terminal Unit Protocol Interface Ability

Survalent Technology Corporation's proposal was ranked by staff to be the most conforming to the RFP.

The present system was last upgraded in 1999. The system is in need of upgrade due to age and support. The SCADA system is used by Utilities Dispatch operation to operate and control our electric system as well as meeting the requirements of linking our SCADA system to the Electric Reliability Council of Texas (ERCOT).

**Budget & Financial Summary:** Funds in the amount of \$45,000 are budgeted for this project as part of the FY07 Electric Capital Improvements Budget. An additional \$45,000 was budgeted and estimated for this project in FY06, but the funds were not spent because of unanticipated delays. The additional \$9,800 needed for this project is also available from funds estimated but not spent in FY06. The funds for this project are budgeted in the Electric Utility Capital Improvement Projects Fund.

**Attachments:** 1. License Agreement

**SOFTWARE LICENSE AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BETWEEN:

Survalent Technology Corporation., a corporation incorporated under the laws of the Province of Ontario

(hereinafter the "Licensor")

OF THE FIRST PART

-and-

City of College Station, Texas

(hereinafter the "Licensee")

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS Survalent Technology Corporation is the owner of the supervisory control and data acquisition computer software known as Survalent and Survalent-LT Master Station Software;

AND WHEREAS the Licensor has the right and the ability to grant licenses to use such software;

AND WHEREAS the Licensee wishes to acquire a license to use the Licensed Software.

NOW THEREFORE IN CONSIDERATION of the premises and mutual covenants herein contained, the Fee paid by the Licensee to the Licensor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereto agree as follows:

**Article I**  
**INTERPRETATION**

1.01 Definitions: The following definitions shall apply to the following terms used in this Agreement, unless there is something in the subject matter or context inconsistent therewith;

"Designated Computer" shall mean the computer specified in Section 2.02 and Schedule "A" hereto, or any replacement therefor approved by the Licensor pursuant to Section 2.03;

"Designated Site" shall mean the location identified as such in Section 2.02 and Schedule "A" hereto, or any replacement therefore, approved by the Licensor pursuant to Section 2.03;

"Fee" means the license fee agreed upon to be paid by the Licensee to the Licensor in the amount set out on Schedule "A";

*SM*

“License” shall have the meaning ascribed thereto in Section 2.01

“License Fee” shall mean the fee paid by the Licensee for the right to use the Licensed Software that is granted under this Agreement;

“Licensed Software” shall mean the Survalent and Survalent-LT Master Station Software in an object code or source code form together with any procedures or rules related thereto and the Related Documentation and shall include any updates, improvements, enhancements, modifications or amendments to such software, procedures, rules and Related Documentation supplied during the term of this Agreement; and

“Related Documentation” shall mean all documentation, manuals and guides supplied by the Licensor to the Licensee related to the installation, use, support or maintenance of the Licensed Software.

1.02 **Software.** Any reference to software in this Agreement shall be deemed to include, unless there is something in the context inconsistent therewith, any and all representations of the software or any part thereof, whether in source code, object code, machine code or other tangible or intangible form and shall include any physical media containing any representation of the software.

1.03 **Headings.** The division of this Agreement into Articles, sections and subsections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.04 **Agreement.** The terms “this Agreement”, “hereof”, “hereunder”, and similar expressions refer to this Agreement and not to any particular Article, section, subsection or other portion hereof and include any agreement supplement hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, sections and subsections are to Articles, sections and subsections of this Agreement.

1.05 **Gender.** In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, association, trusts, unincorporated organizations and corporations and vice versa.

1.06 **Governing Law.** This Agreement shall be governed by a construed in accordance with the laws of the State of Texas.

1.07 **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect such provision or render it invalid or unenforceable in any other jurisdiction or affect any other provision of this Agreement in any other jurisdiction.

1.08 **Schedules.** The following are the schedules annexed hereto and incorporated by reference and deemed to be a part hereof:

- Schedule “A” - Designated Computer
- Designated Site
- Schedule “B” - Licensor’s proposal/quotation to the Licensee

1.09 **Language.** The parties acknowledge that they have required this Agreement and all other documents pertaining to this transaction to be drawn up in the English language.

**Article II**  
**LICENSE**

- 2.01 **License.** The Licensor grants to the Licensee the personal, non-exclusive, non-transferable license (the "License") to use the Licensed Software in accordance with the terms of this Agreement. The Licensor shall retain all title, copyright, trademark, trade secret and other proprietary rights in the Licensed Software and all modifications, enhancements and other works derivative of the Licensed Software. The License is not a sale of any or all of the rights of the Licensor. The Licensee does not acquire any ownership rights in the Licensed Software or other rights, express or implied, except as specified in this Agreement. The Licensee shall pay the Fee to the Licensor prior to delivery of the Licensed Software.
- 2.02 **Designated Computer.** The License granted hereunder authorizes the Licensee to use the Licensed Software, for its own purposes and not for the benefit of any other person, on the Designated Computer, or on the Designated Computer and such one other central processing unit as is configured with the Designated Computer in an active/hot standby architecture, at the Designated Site as specified in Schedule "A". Subject to this Section 2.02, a separate license is required for each computer system upon which the Licensee wishes to use the Licensed Software.
- 2.03 **Change of Designated Computer or Designated Site.** In the event that the Licensee wishes to change or changes the designation of the Designated Computer or Designated Site, the Licensee shall provide notice to the Licensor of such change. The notice shall provide the same information with respect to the computer system or location on or at which the Licensee proposes to use the Licensed Software as is set out in Schedule "A". After the Licensor receives the change, it will be effective on such date as is agreed by the parties. On such date:
- (i) the computer system designated in the Notice shall be deemed to be the "Designated Computer", the Licensee shall be entitled to use the Licensed Software on the computer system designated by it in the Notice in accordance with the terms of this Agreement at the Designated Site and the Licensee shall cease to use the Licensed Software on the computer system previously designated by it; or
  - (ii) the location designated in the Notice shall be deemed to be the Designated Site, the Licensee shall be entitled to use the Licensed Software at the location designated by it in the Notice in accordance with the terms of this Agreement and the Licensee shall cease to use the Licensed Software at the location previously designated by it;
  - (iii) if the change of the designated computer includes a change of the operating system, additional licensee fees will be required.
- 2.04 **Copies.** The Licensee shall not make any copies or duplicates of the Licensed Software or of any part thereof other than for security back-up purposes (which copies or duplicates shall be governed by this Agreement) and provided that the Licensee shall reproduce and incorporate the trade secret, copyright and other proprietary notices and legends of the Licensor in any such copy or partial copy. The Licensee shall maintain a record of the number and location of any such copies or duplicates of the Licensed Software and shall make such record available to the Licensor upon request.
- 2.05 **Use of Licensed Software.** The Licensee shall not use the Licensed Software other than in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, the Licensee shall not use the Licensed Software on any computer system not unauthorized hereunder or pursuant hereto, or in violation of any law, ordinance, order, regulation or government or contractual requirement applicable to it or its properties. The Licensee shall not use any part of the Licensed Software to develop or derive any other data product or data service for distribution or commercial sale.



- 2.06 **Modifications.** Licensed Software modified in any way by the Licensee and any parts thereof included in a Licensee's programs shall become and remain the property of the Licensor. The Licensee shall assign any patent, copyright, trade secret or other proprietary rights arising in any development or modification to the Licensed Software to Licensor forthwith upon receipt of and in accordance with a direction in writing from the Licensor.
- 2.07 **No Reverse Engineering.** The Licensee shall not cause or permit the reverse engineering, disassembly or decompilation of the Licensed Software except in jurisdictions where a right to reverse engineer is provided by law in circumstances where information is otherwise unavailable about software in order to achieve interoperability, functional compatibility or similar objectives. In such jurisdictions, the Licensee shall submit a detailed written proposal to Licensor concerning the information requirements of the Licensee and shall provide Licensor with a period of 30 days to otherwise provide such information before engaging in such reverse engineering. The Licensor may, in its sole discretion, provide such information to the Licensee during such 30-day period on such terms and conditions as Licensor determines are appropriate.
- 2.08 **Verification.** The Licensee shall, on the request of the Licensor made not more than once annually, furnish to the Licensor a signed certificate of a senior officer of Licensee confirming that the Licensed Software is being used in accordance with the provisions of this Agreement and confirming the identity of the Designated Computer and the Designated Site. The Licensor may, at its expense, have access to all of the premises of the Licensee from which its business and operations are conducted during normal business hours to audit such premises to confirm that the Licensee is in compliance of its obligations under this Agreement, provided that the Licensor shall not unreasonably interfere with the business activities of the Licensee.
- 2.09 **Source Code.** Nothing contained in this Agreement shall require the Licensor to supply the Licensee with the source code of the Licensed Software. The Licensee shall not be entitled to obtain the source code of the Licensed Software except pursuant to a written agreement entered into between the Licensor and the Licensee, provided that the Licensor shall be under no obligation to enter into such an agreement with the Licensee.

Article III  
**CONFIDENTIALITY AND UNAUTHORIZED USE**

- 3.01 **Obligations of Licensee.** The Licensed Software is the confidential and proprietary information of the Licensor. The Licensee shall take all steps necessary or desirable to ensure that the Licensed Software and all parts and copies thereof are held in confidence by the Licensee and that they are not disclosed or made available to any third party except: (i) to employees of the Licensee to whom such disclosure is necessary in order to permit the Licensee access for the purposes of programming as permitted hereunder; or (ii) as required by law, provided that the Licensee shall, prior to making any disclosure pursuant to this clause (ii), give the Licensor written notice of the disclosure requirements and shall assist the Licensor in the taking of such steps as the Licensor deem necessary or desirable to resist the disclosure. The Licensee agrees to take all steps necessary or desirable to protect the Licensed Software from unauthorized use, reservation, distribution or publication. The Licensee shall instruct all employees and any other persons having access to the Licensed Software of its obligations hereunder and shall not permit such employees or other persons to disclose any information related to the Licensed Software to, or permit access for the benefit of, any other party except as permitted hereunder.
- 3.02 **Infringements.** The Licensee shall forthwith give notice in writing to the Licensor of any infringement or threatened infringement of any patent, copyright, trade secret or other proprietary right or any unauthorized copying of the Licensed Software which shall at any time during the term of this Agreement come to the knowledge of the Licensee. The Licensor may, but shall not

be obliged to, enter suit to prevent infringement or further infringement and to prosecute the suit. The Licensee agrees to provide, at Licensor's cost, such reasonable assistance as may be required by the Licensor for the purpose of such suit and may, at its own expense, be represented by counsel of its own choosing. Subject to the terms of an order of a court of competent jurisdiction, the costs of the suit (other than the costs of Licensee's own counsel) shall be borne by the Licensor. Any money recovered by way of damages or otherwise with respect to such action shall be for the Licensor and the Licensee.

3.03 **Exception.** The Licensee shall not be obliged to keep confidential and shall not incur any liability for disclosure to a third party (the "Recipient") of information which:

- (a) has been public or is otherwise public at the time of its disclosure to the Recipient;
- (b) comes into the public domain without any breach of this Agreement; or
- (c) becomes known or available to the Recipient other than as a result of the activities of the Licensee but without any breach of this Agreement by the Licensee.

#### **Article IV** **MAINTENANCE & Support**

#### **4.01 Maintenance & Support Obligations.**

Maintenance shall be provided by the Licensor to the Licensee, for a period of one (1) year unless specified differently in the Licensor's proposal/quotation to the Licensee. This one (1) year service period shall start from the date that the Licensed Software is shipped to the Licensee unless specified differently in the Licensor's proposal/quotation to the Licensee.

Maintenance support during this period of time includes:

- Privileged access to the "Licensee only" area of the Licensor's website.
- Incremental upgrades of Licensed Software during the Term of this Agreement. The Licensee may freely download and install the latest version from the Licensor's website.
- Phone support for problems, questions or technical issues related to the Master Station Software
- Troubleshooting and bug fixes for Licensed Software.
- Business hour Hot-line support, telephone support from 8:00 AM to 6:00 PM EST. Support phone number is 905-826-5000 or 905-826-7327 extension 152

This maintenance obligation can be voided by the Licensor if the Licensee does any of the following without prior written approval of the Licensor:

- Licensee understands that Licensor's performance of its maintenance obligation is dependent in part on Licensee's actions. If the Licensee is deemed to be not responsive in assisting with the resolution of a given problem, the Licensor shall void its maintenance obligation.
- Any modification by the Licensee to the source code of the Licensed Software

- Adding software to the Designated Computer as specified in Schedule “A”
- Modifying the Scada network infrastructure
- Modifying the Scada communications infrastructure

If the Licensor voids the maintenance obligation, all fees paid to the Licensor shall be deemed to have been earned and may be retained by the Licensor as a genuine pre-estimate of the minimum damages that the Licensor shall have suffered as a result of the changes made by the Licensee, without prejudice to the Licensor’s right to recover from the Licensee all costs incurred by the Licensor in supporting such altered Licensed Software.

It is possible that the Licensor cannot provide a bug fix to the Licensed Software. If this occurs, the Licensor will work with the Licensee to provide the best possible work around to the problem.

**Article V**  
**LIABILITY OF LICENSOR**

**5.01 Patent and Copyright Indemnity**

(1) Subject to the limitation contained in Section 5.03, the Licensor will defend the Licensee and hold it harmless against a claim that the Licensed Software used within the scope of the License infringes a Canadian or United States patent, copyright or trade secret and the Licensor will pay resulting costs, damages and legal fees finally awarded against the Licensee, provided that:

- (a) The Licensee promptly notifies the Licensor in writing of the claim;
- (b) The Licensee shall have made no admissions without the Licensor’s prior written consent;
- (c) The Licensor has sole control of the defence and all related settlement negotiations upon approval By College Station City Council; and
- (d) The Licensee has provided the Licensor will all information and assistance reasonably requested by the Licensor to defend or settle such action (for which the Licensee shall be reimbursed by the Licensor for its reasonable out-of-pocket expenses).

If such a claim has occurred, or in the opinion of the Licensor is likely to occur, the Licensee agrees to permit the Licensor, at its option and expense, either to procure for the Licensee the right to continue using the Licensed Software or to replace or modify the same so that it becomes non-infringing.

(2) The Licensor shall have no liability or responsibility under this Section 5.01 for any claim of infringement based on (i) use of suspended or altered versions of the Licensed Software if the infringement could have been avoided by the use of a current unaltered release of the Licensed Software that the Licensor provides to the Licensee; or (ii) the combination, operation or use of the Licensed Software with software, hardware or other materials not furnished by the Licensor if such infringement would have been avoided by the use of the Licensed Software without such other software, hardware or materials.

(3) In the event the Licensed Software is held or otherwise determined by the Licensor to infringe any right of a third party, the Licensor shall have the option, at its expense, to (i) modify the Licensed Software to be non-infringing and provide the Licensee with a copy of such Licensed Software on substantially the same terms and conditions as those contained in this Agreement; (ii) obtain for the Licensee from the third party a license to continue to use the Licensed Software notwithstanding such infringement; or (iii) terminate the License under this Agreement and

refund the fees paid by the Licensee for such License. This Section 5.01 states the Licensor's entire liability and the Licensee's exclusive remedy for any such infringement.

- 5.02 **Limitation of Liability.** The liability of the Licensor under this Agreement or in connection herewith from any and all causes shall be limited to general damages in an amount not to exceed the Fee. Such limitation shall be the extent of the Licensor's liability regardless of the form in which any legal or equitable action may be brought against the Licensor.
- 5.03 **No Special Damages.** IN NO EVENT WILL THE LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY OR RESPONSIBLE FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OR FOR LOSS OF PROFITS, REVENUES, OR USE ARISING OUT OF THIS AGREEMENT OR THE SUPPLY OF THE LICENSED SOFTWARE, WHETHER IN AN ACTION IN CONTRACT OR TORT EVEN IF THE LICENSOR HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE.

#### Article VI

##### **TERM**

- 6.01 **Term.** This Agreement and the License provided hereunder shall become effective on the date on which this Agreement is executed by both the Licensor and the Licensee and shall remain in effect until terminated in accordance with the provisions hereof.

#### Article VII

##### **TERMINATION**

- 7.01 **Automatic Termination.** This Agreement shall terminate automatically in the event that (i) any secured creditor appoints a receiver, manager, agent, monitor, liquidator or other similar person to assume possession, control or direction over the property or assets of the Licensee or Licensor; or any application is filed with any court to have any such person appointed; or (ii) the Licensee or Licensor acknowledges its insolvency or an application is made by or on behalf of the Licensee or Licensor on the behalf of any of its creditors pursuant to which the Licensee or Licensor would become subject to any bankruptcy, insolvency or other similar laws of any jurisdiction. Licensee or Licensor shall notify in writing in event of possible bankruptcy, insolvency or other similar laws of any jurisdiction.
- 7.02 **Termination by Licensor.** The Licensor may immediately terminate this Agreement with prior written notice if the Licensee is in breach of any of its obligations hereunder.
- 7.03 **Obligations on Termination.** On termination of this Agreement for any cause the Licensee shall, in accordance with the instruction of the Licensor, return the Licensed Software and all copies thereof in its possession or control to the Licensor or destroy the Licensed Software and all such copies to the extent allowed by Texas law. The Licensee shall warrant in writing that the Licensed Software and all copies have been returned or destroyed in accordance with the instructions of the Licensor and the extent allowed by Texas law.. The Licensee shall also destroy or deliver up to the Licensor, at the request of the Licensor, all labels, signs, promotional, advertising and other printed materials, and all non-printed materials and objects, bearing the reference to the Licensed Software under the power or control or in the possession or custody of the Licensee.
- 7.04 **No License After Termination.** No license under any confidential information, trademark, patent or copyright of the Licensor shall survive or exist, whether express or implied, after termination of this Agreement to the extent allowed by Texas law. Termination of this Agreement for any reason shall terminate the License. The Licensee shall have no right hereunder following termination

and, in particular but without limitation, will not make use of the Licensed Software after termination of this Agreement.

- 7.05 **Survival.** All obligations of confidentiality hereunder shall survive any termination of this Agreement to the extent allowed by Texas law.

**Article VIII**  
**GENERAL PROVISIONS**

- 8.01 **Notices.** Any notice required or permitted to be given hereunder to a party shall be in writing and shall be effectively given if personally delivered or sent by fax or (except during a mail disruption) sent by prepaid registered mail addressed:

- (a) if the Licensor, to it at

Survalent Technology Corporation  
2600 Argentia Rd.  
Mississauga, Ontario, CANADA  
L4K 2G3  
Attention: President  
FAX: 905-826-7144

(b) if to the Licensee,  
College Station Utilities  
1601 Graham Rd.  
P.O.Box 9960  
College Station, Texas 77842  
Attention : Director.  
Fax 979 764 3452

or to such other address of a party as it shall specify to the other party by written notice given in the manner aforesaid. Any notice personally delivered shall be effective on delivery. Any notice sent by fax should be effective on the business day following transmission provided confirmation of transmission is obtained by the sender. Any such notice mailed as aforesaid shall be deemed to have been given and received three business days (excluding Saturdays, Sundays, and Bank holidays) following the day on which it is mailed; provided, however that in the event of an interruption of normal mail service receipt shall be deemed to occur on the third business day (excluding Saturdays, Sundays and Bank holidays) following the day on which normal mail service is restored.

- 8.02 **Waiver.** No consent or waiver, express or implied, by a party to or of any breach or default by the other party in the performance of such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any such other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such mentioned party of its rights hereunder.
- 8.03 **Entire Agreement.** This Agreement and the Licensor's proposal/quotation to the Licensee constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein or in the schedules attached hereto.
- 8.04 **No Merger.** Any provision of this Agreement, (i) under which an obligation of any party hereto has accrued but has not been discharged; or (ii) which contemplates or imports any future obligation or right extending beyond termination of this Agreement, shall not be affected by termination of this Agreement, nor shall the party liable to perform be discharged as a result of any such termination, nor shall termination prejudice any right of one party against the other in respect of anything done or omitted hereunder prior to such termination or in respect of any right to damages or other remedies.
- 8.05 **Amendments.** This Agreement may not be modified or amended except with the written consent of the parties hereto.
- 8.06 **Assignment.** The License and related right granted hereunder are personal to the Licensee and the Licensee shall not transfer, assign, lend, sell, lease or sublicense this Agreement or any of its rights hereunder or the Licensed Software, including any transfer or assignment resulting from an amalgamation, merger or other reorganization of the business of the Licensee, without the express written consent of the Licensor which permission shall not unreasonably be withheld and for such

purpose any direct or indirect transfer of shares of Licensee or other similar transaction resulting in a change of control of the Licensee shall constitute a transfer of this Agreement requiring the consent of the Licensor.

A handwritten signature in black ink, appearing to be 'SM', located in the bottom right corner of the page.

8.07 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this agreement effective as of the day and the year first written above.

**CITY OF COLLEGE STATION**

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

Ron Silvia, Mayor

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

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

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

APPROVED:

\_\_\_\_\_  
City Manager

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

*Carla A. Robinson*  
\_\_\_\_\_  
Carla A. Robinson

City Attorney

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

\_\_\_\_\_  
Chief Financial Officer

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

Survalent Technology Corporation

Per: *Stephen H. Mueller* c/s

Name: Stephen H. Mueller

Title: President

\_\_\_\_\_  
Licensee

Per: \_\_\_\_\_

Authorized Signing Officer

**SCHEDULE "A"**  
**TO**  
**SOFTWARE LICENSE AGREEMENT**

---

See attached Schedule B

S2788

**1. Designated Computer**

- (a) Name of Manufacturer: \_\_\_\_\_
- (b) System Model Type: \_\_\_\_\_
- (c) System Function: \_\_\_\_\_
- (d) CPU Serial Number: \_\_\_\_\_
- (e) Peripheral Serial Number: \_\_\_\_\_

| <u>Description</u> | <u>Serial Number</u> |
|--------------------|----------------------|
| _____              | _____                |
| _____              | _____                |

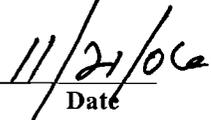
**2. Designated Site**

\_\_\_\_\_  
\_\_\_\_\_

**3. Fee** \$ \_\_\_\_\_

**4. Signatures**

Survallent Technology Corporation

|            |          |  |   |
|------------|----------|--|---|
| _____      | _____    |  |  |
| Signature  | Date     | Signature  | Date  |
| _____      | _____    | Stephen H. Mueller   | President   |
| Print Name | Position | Print Name   | Position  |

SCHEDULE "A"  
TO  
SOFTWARE LICENSE AGREEMENT

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CPU A

OPERATOR WORKSTATION 1

CPU B

OPERATOR WORKSTATION 2

PRINTERS

OPERATOR WORKSTATION 3

SOFTWARE

OPERATOR WORKSTATION 4



SCHEDULE "B"



August 8<sup>th</sup>, 2006

BY COURIER

**City of College Station, Texas  
1101 Texas Ave.  
College Station, TX 77842**

Attention: Cheryl Turney – Purchasing Manager

Subject: Supervisory Control and Data Acquisition (SCADA) System Upgrade –  
STC Bid Proposal No.

Dear Ms. Turney,

**Survalent Technology Corporation (STC)** is pleased to submit the present bid proposal for the delivery, installation and commissioning of a complete SCADA system to **the City of College Station, Texas (City)** in response to the Invitation for Bids dated July 14<sup>th</sup>, 2006.

STC proposes that our reseller, Hometown Connections Inc (HCI), be involved in the commercial transactions to enable the City to take advantage of the benefits of doing business with APPA. Hometown Connections Inc, a member of APPA, is an exclusive reseller of STC for the municipalities in the United States.

STC will perform the entire work including staging of the system in the factory, factory acceptance testing, shipment to the site, installation, commissioning, site acceptance testing, maintenance, warranty and training. STC will have no subcontractors for the work defined in this bid proposal.

STC has a **42-year** background in the manufacture and installation of SCADA systems. We have been supplying SCADA systems and RTUs to the electrical industry **since 1964**.

Our personnel include very experienced SCADA software development engineers totaling over 175 man-years of SCADA experience. This stability and long-term experience should provide to the City the assurance that they will enter in a long-term partnership with a supplier who will always be available for support.

With an installed base of over 170 operational systems worldwide we are placed in the first tier of SCADA suppliers in North America. We have a 100% customer



retention record. There is no STC customer that has ever converted to a SCADA platform of another vendor.

We are pleased to submit to you our bid proposal for a complete system. We assure you that our proposal fully complies with your technical specification and your overall requirements.

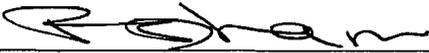
We would appreciate discussing our proposal in more detail with you. If you have any questions, please contact us at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "Weijun Run".

Weijun Run  
Sales Engineer  
Survalent Technology Corporation

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: Vice President

Typed Name: Rup Dhami Company Name: Survallent Technology Corporation

Phone No.: 905-826 5000 Fax No.: 905-826 7144

Email: rdhami@survallent.com

Bid Address: 2600 Argentia Road Mississauga ON L5N 5V4 Canada

P.O. Box or Street City State Zip

Order Address: 2600 Argentia Road Mississauga ON L5N 5V4 Canada

P.O. Box or Street City State Zip

Remit Address: 2600 Argentia Road Mississauga ON L5N 5V4 Canada

P.O. Box or Street City State Zip

Federal Tax ID No.: Survallent's Federal Employer Identification Tax No in USA is 98 - 0471177

Date: August 4, 2006



## SECTION 1 EXECUTIVE SUMMARY



## EXECUTIVE SUMMARY

**Survalent Technology Corporation (STC)** is pleased to submit the present bid proposal for the delivery, installation and commissioning of a complete SCADA system to **the City of College Station, Texas (City)** in response to the Invitation for Bids dated July 14th, 2006.

STC will perform the entire work including staging of the system in the factory, factory acceptance testing, shipment to the site, installation, commissioning, site acceptance testing, maintenance, warranty and training. STC will have no subcontractors for the work defined in this bid proposal.

### ABOUT STC

STC has a **42-year** background in the manufacture and installation of SCADA/AGC systems. We have been supplying SCADA systems and RTUs to the electrical industry **since 1964**.

With an installed base of over 170 operational systems worldwide we are placed in the first tier of SCADA suppliers in North America. We have a 100% customer retention record. There is no STC customer that has ever converted to a SCADA platform of another vendor. On the contrary, our installed base includes a large number of systems, basically the vast majority of our projects, that have been converted from other vendors' platforms. Two major factors have contributed to the decision made by our present customers to join the family of STC users.

The first reason is our system state-of-art architecture and our preparedness to embrace the newest IT Technologies and to incorporate them into our system architecture.

The second reason is our outstanding technical support which is unparalleled in the industry. Our 24/7 hotline technical support, the professionalism and dedication of our support team, have won praise throughout the industry.

STC is a major proponent and ardent supported of "open system" architecture – our systems are available on multiple operating system platforms, multiple hardware platforms and, more importantly, our system allows an easy and transparent integration with third party and in-house developed applications. STC has implemented open standards for real-time data access and import/export including: ODBC, DDE, SQL, ICCP (TASE.2), OPC and SNMP.

A powerful set of more than 40 modular software applications allows users to exert total and efficient control on their electrical network including: AGC, Switching Order Management, System Connectivity Status, Load Forecast, Web



Server, etc. Our Worldview GUI provides unparalleled ease-of-use, yet is feature rich and easy to maintain. The SCADA Explorer and Graphic Editors provide intuitive and user-friendly tools for on-line editing of database definitions and displays.

Testimonials from our installed base customers have invariably praised the ease of operation, low cost of ownership and, particularly, the high quality of our customer support service. Some of the most representative of our projects which are installed at electrical utilities include:

Within the State of Texas:

- Cap Rock Electric, TX
- Golden Spread Electric, TX (3 systems)
- Deaf Smith Electric Coop, TX
- Deep East Texas Electric Coop, TX
- Farmers Electric Coop, TX
- North Plains Electric Coop, TX
- San Bernard Electric Coop, TX
- Rusk County Electric Coop, TX
- Bowie-Cass County Electric Coop, TX
- Trinity Valley Electric Coop, TX

Within neighboring states:

- Sho-Me Power Electric, MO
- White River Electric, MO
- Laclede Electric Coop, MO
- M&A Electric Power, MO
- Citizens Electric, MO
- Hastings Municipal Utilities, NE
- Perennial Public Power, NE
- Hopkinsville Electric, KY
- Miami Dept. of Public Utilities, OK
- Platte River Power Authority, CO
- Tri-County Electric, OK
- City of Miami, OK
- Etc.

With a total of 100 systems in operation in the United States, 65 systems in Canada and a dozen of systems overseas, STC has the experience, competence and motivation to provide the City with the most cost-effective system and the most dedicated and efficient after-deployment technical support in the industry.



## **IMPLEMENTATION**

STC will be the prime contractor for the City project with full responsibilities for the overall execution and support of the project.

The hardware platform will be staged at the STC facilities. Our headquarters are located in Mississauga, a 750,000-inhabitants city near the Toronto International Airport, Canada. Our technical support is rendered via remote diagnose and downloading.

Factory acceptance testing and training will take place at the factory in Canada, with an option for additional training on site.

## **SYSTEM ARCHITECTURE**

STC has proposed the Windows-based SCADA system as the solution for meeting the City needs as specified in the RFP.

STC provides a system with a distributed architecture allowing the major subsystems to be distributed to dual-redundant nodes on the system network such as Host Servers, Communication Processors, Users Consoles, etc. The nodes are interconnected through dual-redundant Local Area Networks and are exchanging data using the TCP/IP protocol.

The proposed system is based on Windows 2003 Server Edition which is the latest operating system version for small enterprise applications. Unlike other vendors, we do not use Windows XP as a platform for the SCADA hosts due to security, reliability and performance reasons.

The Master Station architecture is distributed across a dual-redundant 100BaseT Local Area Network (LAN) and includes dedicated nodes for:

- SCADA Servers
- Workstation Consoles
- Communication Servers

The SCADA Servers are based on the DELL PowerEdge servers with substantial expansion capabilities for further CPUs, RAM memory and disk units. The operating system platform will be Windows 2003 Server Edition and the RDBMS platform will be MS SQL Server.

Our proposed system will provide not only the integration of the existing legacy protocols but will also provide the instant communication with IP-based RTUs and IEDs using DNP 3.0, and Modbus over TCP/IP. The proposed



Communication Servers will ensure the connection of both serial RS232 and TCP/IP communication channels with no hardware modification, now or in the future.

The proposed operator consoles will be high-performance graphical DELL Precision workstations. Each workstation is based on a high speed CPU and will be equipped with dual Dell Flat Panel LCDs. The operating system platform on the workstations will be Windows 2003 XP Professional.

The communication system with the existing RTUs consists of TCP/IP based dual Terminal Servers each with 16 ports. Each port on the Terminal Servers may be assigned to either a serial RS232 communication channel or an IP-based channel over the network. Three serial ports are provided with PCM (Port Combination Module) for bridging the paths from the two redundant Terminal Servers. One PCM will be used for the communication channel to the RTUs, the other two PCMs will be used for connecting the Alarm Printer and the GPS Clock.

The initial system architecture will retain the existing CIU (Communication Interface Unit) which converts the byte-oriented QUICS4 protocol to the bit oriented format which is then accepted by the existing 6TM2 modems at 1000 Bd. This will ensure compatibility with the same modems used at the existing RTUs.

In a second phase when the communication infrastructure will be changed to the Focus Channel Bank of fiber links, the communication will not require the CIU module, since the DNP3.0 over IP protocol will be used.

The proposed system is unique in that it allows the direct connection of IP-based IEDs, e.g. SEL relays, PML meters, etc, to the proposed Master Station over the Wide Area Network without the need to connect the IEDs to RTUs. The information from IEDs can be visualized on the IED Control Panels on the Master Station Operator Consoles in the same way as the operators would stand in front of the IED panels in the substations.

## **APPLICATION SOFTWARE**

STC has proposed a SCADA platform which is based on a truly open and distributed architecture. While our competitors are trying to simplify and to reduce the definition of "open systems" to the possible use of a couple of operating systems, e.g. UNIX, Windows, which are in fact proprietary software platforms, our philosophy of openness is to allow the users of our system to exchange any data from the real-time database and the HIS database with any third party commercial application.



Our philosophy is implemented by supporting the industry standards including ODBC, DDE, ICCP (TASE.2) and SNMP which allow the user to integrate the various enterprise applications within their electrical transmission and distribution networks. These standards as well as the new emerging technologies such as Multispeak 3.0, OPC (Ole for Process Control), XML, etc, ensure a seamless data exchange between various "islands of automation" and a level of integration which is unthinkable on older, legacy, monolithic systems of other vendors. STC is a Multispeak 3.0 Integrator having generated standard interfaces with other utility applications such as Milsoft OMS and Windmill Engineering Analysis, etc.

A powerful set of software applications allows users to exert total and efficient control on their electrical network. STC has a large library of API's (Application Programming Interfaces) which can be made available to the City for the addition of future third party or in-house applications. The results of such third party or in-house custom applications can be transferred back into our system.

## **TECHNICAL SUPPORT**

STC proposes a timeline for project completion of 12 – 16 weeks after receipt of a Purchase Order. STC will develop the necessary tools to automatically convert the existing SCADA databases to STC Worldview database management system. STC has converted a multitude of SCADA system databases of various suppliers, including over 40 legacy systems in the past and has accumulated experience with legacy SCADA data structures. The City will need to provide the current SCADA database in an electronic format.

STC will provide the automatic conversion of the existing system SLDs (Single-Line Diagrams) to STC Worldview system. STC will also provide training to the City for future modification or expansion of graphic displays including the single-line diagrams of the substations. It should be noted that all tabular and other standard displays will be provided by STC. The City personnel who have been trained will be able to make changes to the single-line diagrams in the future.

It is STC's policy to continuously enhance the product and to schedule a major software release every year. The annual software releases are sent to all existing Customers at no charge provided that they are covered by a maintenance agreement (95% of STC Customers are under a maintenance agreement). Customers who are under a maintenance agreement may also download new releases for individual software module from the STC website using a password to a User Only web page.

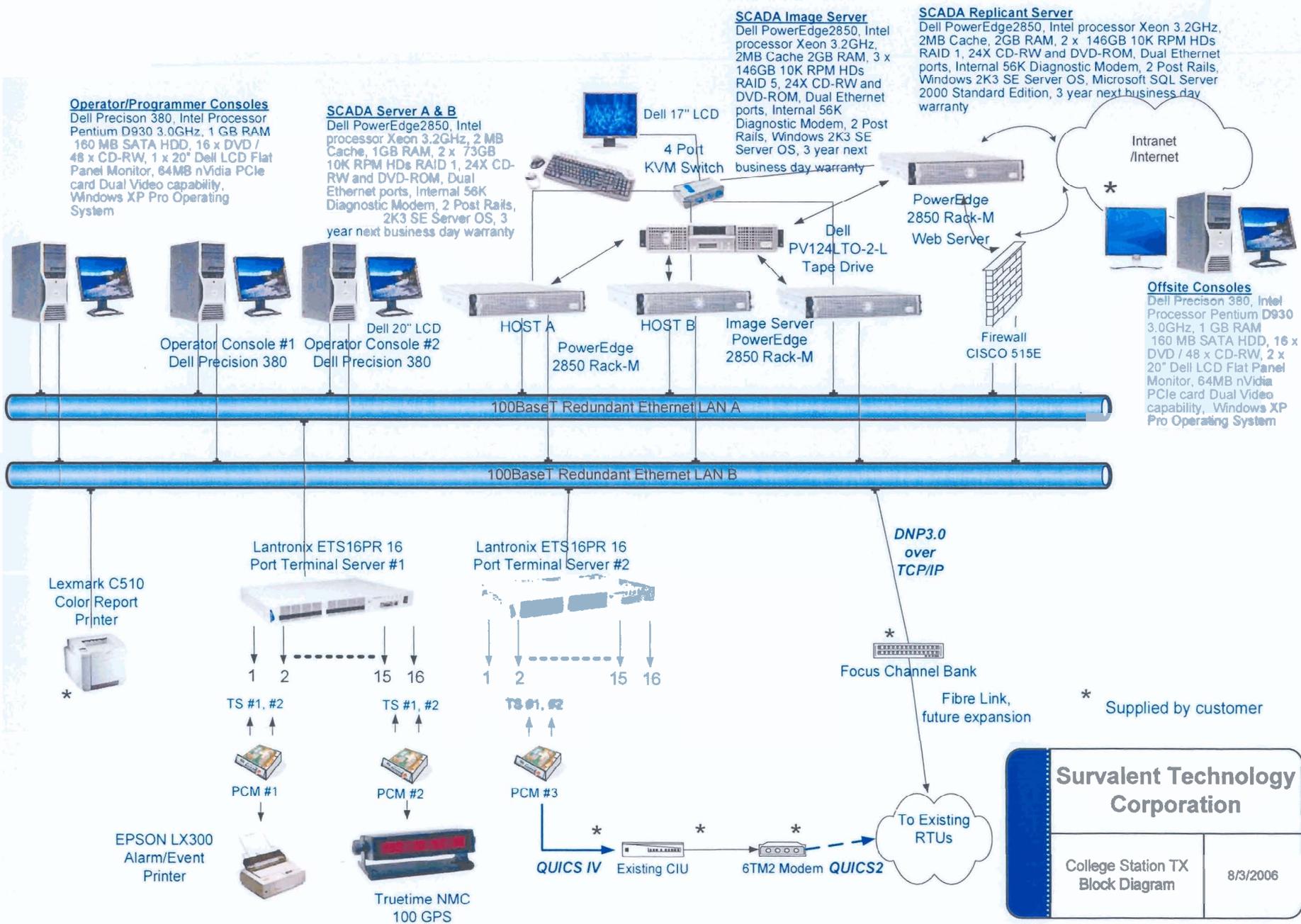


STC will consider the City project as one of the most important projects in the 2006/07 financial year if the contract will be awarded to us. The STC management will provide undivided attention and will work with a dedicated Project Team to make sure that the project will be implemented within costs and budget.



## SECTION 2

## PROPOSED SYSTEM BLOCK DIAGRAM



|   |          |
|---|----------|
| <b>Survalent Technology Corporation</b> |          |
| College Station TX<br>Block Diagram     | 8/3/2006 |



**SECTION 3**

**PRICE QUOTATION**



# Hometown Connections

DELIVERING VALUE TO PUBLIC POWER™

1153 Bergen Parkway #M, Evergreen, CO 80439-9501 USA  
 Phone: (303) 940-7331, fax: (303) 940-7555  
[www.hometownconnections.com](http://www.hometownconnections.com)



2600 Argentia Road, Mississauga, Ont., L5N 5V4,  
 Canada  
 Phone: (905) 826-5000 Fax: (905) 826-7144  
[www.survalent.com](http://www.survalent.com)

TO: College Station  
 ATTENTION: David Royce

DATE: August 8, 2006  
 QUOTATION: Q05-04-7337rev6  
 REFERENCE:

| ITEM | QTY | DESCRIPTION   | UNIT PRICE<br>US \$ | LIST<br>US \$    |
|------|-----|---|---------------------|------------------|
|      |     | SCADA SYSTEM - Hardware & Software Upgrade of current VMS system to Windows based Survalent SCADA system.   |                     | <u>\$ 99,800</u> |
|      |     | <u>BASE HARDWARE:</u>   |                     |                  |
| 1    |     | <u>Host Servers</u>   |                     | Included         |
|      | 2   | <b>Dell PowerEdge 2850 rack-mounted servers, each equipped with:</b><br>Intel processor Xeon 3.2GHz, 2 MB Cache<br>1GB RAM<br>2 x 73GB 10K RPM HDs RAID 1<br>24X CD-RW and DVD-ROM<br>Dual Ethernet ports<br>Internal 56K Diagnostic Modem<br>2 Post Rails<br>Windows 2K3 SE Server OS<br>3 year next business day warranty |                     |                  |
|      | 1   | <u>Replicant Server (WebServer)</u><br><b>Dell PowerEdge 2850 rack-mounted server, equipped with:</b><br>Intel processor Xeon 3.2GHz, 2MB Cache<br>2GB RAM<br>2 x 146GB 10K RPM HDs RAID 1<br>24X CD-RW and DVD-ROM<br>Dual Ethernet ports<br>Internal 56K Diagnostic Modem<br>2 Post Rails<br>Windows 2K3 SE Server OS     |                     |                  |



| ITEM | QTY | DESCRIPTION  | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|--|---------------------|---------------|
|      |     | <p>Microsoft SQL Server 2000 Standard Edition<br/>3 year next business day warranty</p> <p><b><u>Image Server</u></b></p> <p>1     <b>Dell PowerEdge 2850 rack-mounted server, equipped with:</b><br/>           Intel processor Xeon 3.2GHz, 2MB Cache<br/>           2GB RAM<br/>           3 x 146GB 10K RPM HDs RAID 5<br/>           24X CD-RW and DVD-ROM<br/>           Dual Ethernet ports<br/>           Internal 56K Diagnostic Modem<br/>           2 Post Rails<br/>           Windows 2K3 SE Server OS<br/>           3 year next business day warranty</p> <p>1     <b>Dell PowerVault 124 LTO -2-L with:</b><br/>           Backup Exec Server software<br/>           External VHDCI 68 pin SCSI cable<br/>           Chassis rack mount</p> <p>1     <b>KVM Switch 4 ports</b></p> <p>1     <b>Dell 17" Ultrasharp 1707FP LCD</b></p> <p><b><u>Network Equipment</u></b></p> <p>2     <b>Dell PowerConnect 2716 Port Ethernet Switch with:</b><br/>           100MB 10/100BaseT 16 Ports<br/>           Web-based managed</p> <p>2     <b>Lantronix ETS-16PR Port Terminal server</b></p> <p>3     <b>Port Combiner Module w/Redundant Power Supply</b></p> <p>1     <b>Cisco PIX 515E Firewall</b></p> <p><b><u>Workstations</u></b></p> <p>4     <b>Dell Precision 380 Performance Workstations, equipped with:</b></p> |                     |               |



| ITEM | QTY | DESCRIPTION   | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|---|---------------------|---------------|
|      |     | <p>Intel Processor Pentium D930 3.0GHz<br/>1 GB RAM<br/>160 MB SATA HDD<br/>16 x DVD / 48 x CD-RW<br/>1 x 20" Dell LCD Flat Panel Monitor<br/>64MB nVidia PCIe card Dual Video capability<br/>Windows XP Pro Operating System</p> <p><b>1 Additional Dell 2007 WFP Flat Panel Monitor</b><br/>for the Programmer's Console</p> <p><b><u>Printers</u></b></p> <p><b>1 Epson LX300 Printer for Alarms/Events</b></p> <p><b><u>Others</u></b></p> <p><b>1 Single Bay Cabinet, 78"H X 24"W X 36"D</b></p> <p><b>1 Truetime NMC-100 GPS Clock</b></p> <p>Engineering, Assembly, Internal Test included</p> |                     |               |
|      |     |   |                     |               |
|      |     | <b><u>BASE SOFTWARE:</u></b>  |                     |               |
| 2    |     | <p><b>Base SCADA Software for Dual Master:</b><br/>Base SCADA software includes: no limits for status points, control points, analog points, or communication lines. Base SCADA software includes WorldView graphical user interface and SCADA Explorer database editing software. Including 2 Worldview Control licenses.</p>  |                     | Included      |
| 3    |     | <p><b>WorldView:</b><br/>WorldView is a full featured graphical user interface (GUI) that includes:</p> <ul style="list-style-type: none"> <li>• continuous panning and zooming</li> <li>• user-extendable library of ready-to-use symbols, colors and text styles</li> <li>• coordinate space of up to 1 billion by 1 billion world units</li> <li>• layer control and declutter</li> <li>• import DXF and DWG maps</li> </ul>   |                     | Included      |



| ITEM | QTY | DESCRIPTION   | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|---|---------------------|---------------|
|      |     | <ul style="list-style-type: none"> <li>• full graphics drawing tools</li> <li>• display of dynamic data fields</li> <li>• “stick-on” notes</li> <li>• alarm summary displays</li> <li>• operator summary displays</li> <li>• tabular data displays</li> <li>• map editor</li> <li>• support of multiple dialog boxes</li> <li>• graphing toolset for <i>ad hoc</i>, historical, and trend comparison graphs.</li> </ul> |                     |               |
| 4    | 3   | <b>WorldView Dispatching Control Licenses</b>   |                     | Included      |
| 5    | 1   | <b>Remote Worldview Non Dispatching License</b>   |                     | Included      |
| 6    |     | <b>SCADA Explorer:</b><br>SCADA Explorer database editing software includes: editing tools for all database points, access control, control zones, system parameters, and setup of advanced applications. Also includes station clone and point modeling features.  |                     | Included      |
|      |     |   |                     |               |
|      |     | <b><u>APPLICATIONS:</u></b>   |                     |               |
| 7    |     | <b>Command Sequencing with Templates:</b><br>Command Sequencing is an easy-to-use high-level programming language which is specifically designed to be used with SURVALENT systems. It allows you to define and execute programs which use database points as variables. Command Sequence programs can be used for calculations, open-loop control or switching sequences and for closed-loop control.                  |                     | Included      |
| 8    |     | <b>Event Data Recording:</b><br>Event Data Recording records all status changes, operator controls and Sequence of Events (SOE) data. Non-SOE events are time-stamped to the nearest second. SOE events are stamped to the nearest 1 millisecond (subject to the capabilities of the RTU).  |                     | Included      |
| 9    |     | <b>SCADA Add-in:</b><br>A Microsoft Excel and Microsoft Access option allows the user to export current and historical data from the SCADA system into Excel. All point data fields (not just values) are available to export. The menu commands are available from the standard menu bar within MS Excel or MS Access. SCADA Add-in is compatible with: MS Windows 98, 2000,   |                     | Included      |



| ITEM | QTY | DESCRIPTION  | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|--|---------------------|---------------|
|      |     | and XP; MS Office 98, 2000, and XP. (The Access and Excel programs are not included with this package.)  |                     |               |
| 10   |     | <p><b>IED Wizard:</b><br/>IED Wizard is a tool that automates the creation of the database points for supported IEDs. The database points are created for the SCADA system, and the mapping can be automatically downloaded to the RTU for an IED that is slaved to a Scout. Users can create their own templates, or use one of the existing Survalent-developed templates. Currently, the existing templates (with the associated protocol) are:</p> <p><b>ABB</b></p> <ul style="list-style-type: none"> <li>• DPU2000R Relay (DNP)</li> <li>• TPU2000R Relay (DNP)</li> <li>• SPCD 2D55 Earth-Fault Relay Module (SPA-BUS)</li> <li>• SPCD 3D53 Stabilized Differential Relay Module (SPA-BUS)</li> <li>• SPCJ 4D28 Overcurrent and Earth-Fault Relay Module (SPA-BUS)</li> <li>• SPCJ 4D29 Overcurrent and Earth-Fault Relay Module (SPA-BUS)</li> <li>• SPCT 5D54 Auto-Reclose Relay Module (SPA-BUS)</li> </ul> <p><b>Areva T&amp;D</b></p> <ul style="list-style-type: none"> <li>• Bitronics MultiComm Meter (DNP) with scale factors for a PT ratio of 150 and a CT ratio of 120</li> </ul> <p><b>Beckwith Electric</b></p> <ul style="list-style-type: none"> <li>• M-2001B Tapchanger Control (DNP, Beco2179, Cooper2179)</li> </ul> <p><b>Comanel</b></p> <ul style="list-style-type: none"> <li>• C2 Relay (DNP)</li> <li>• C3 Relay (DNP)</li> </ul> <p><b>Cooper Power Systems</b></p> <ul style="list-style-type: none"> <li>• F4C Recloser (DNP and 2179)</li> <li>• Form 5 Recloser (DNP and 2179)</li> <li>• Form 6 Recloser (DNP and 2179)</li> <li>• iXP-420 Transformer Protection Relay (DNP)</li> </ul> |                     | Included      |



| ITEM | QTY | DESCRIPTION   | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|---|---------------------|---------------|
|      |     | <ul style="list-style-type: none"> <li>• iDP-210 Feeder Protection Relay (DNP)</li> <li>• CL-5A Regulator (2179)</li> </ul> <p><b>Electro Industries / GaugeTech</b></p> <ul style="list-style-type: none"> <li>• Nexus 1250 Meter (Modbus)</li> </ul> <p><b>NxtPhase T&amp;D Corporation</b></p> <ul style="list-style-type: none"> <li>• B-PRO 8700 Bus Protection Relay (DNP)</li> <li>• L-PRO 2100 Line Protection Relay (DNP)</li> <li>• T-PRO 8700 Transformer Protection Relay (DNP)</li> </ul> <p><b>Power Measurement Ltd</b></p> <ul style="list-style-type: none"> <li>• 3720 ACM Meter (Modbus)</li> <li>• ION 6200 Meter (Modbus)</li> <li>• ION 7300 Meter (Modbus)</li> <li>• ION 7330 and 7350 Meter (DNP and Modbus)</li> <li>• ION 7500,7600 and 8500 Meter (DNP and Modbus)</li> </ul> <p><b>S&amp;C Electric Company</b></p> <ul style="list-style-type: none"> <li>• 5801 Switch Control (DNP)</li> <li>• 5802/5803 Switch Control (DNP)</li> </ul> <p><b>Schweitzer Engineering Laboratories</b></p> <ul style="list-style-type: none"> <li>• SEL-351 Relay (DNP)</li> <li>• SEL-351R Relay (DNP)</li> <li>• SEL-351S Relay (DNP)</li> <li>• SEL-501 Relay (Modbus)</li> <li>• SEL-587 Relay (Modbus)</li> <li>• SEL-734 Meter (DNP and Modbus)</li> </ul> <p><b>Schweitzer Engineering Laboratories</b><br/>(OPC templates for use with SEL 3351)</p> <ul style="list-style-type: none"> <li>• SEL-300G Generator Protection Relay</li> <li>• SEL-351 Relay</li> <li>• SEL-351S Relay</li> <li>• SEL-451 Relay</li> <li>• ABB PCD2000 Relay</li> </ul> |                     |               |



| ITEM | QTY | DESCRIPTION  | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|--|---------------------|---------------|
|      |     | <ul style="list-style-type: none"> <li>• ABB DPU2000R Relay</li> </ul> <p><b>Siemens</b></p> <ul style="list-style-type: none"> <li>• MJX V2.04 and MJXL V3.0701 Regulator (DNP)</li> </ul>  |                     |               |
| 11   |     | <p><b>IED Control Panel:</b><br/> For HMI applications, it is particularly useful to represent an IED in the map using a representation of the IED's front panel. This feature simplifies the learning process, and helps to overcome some peoples' initial reaction to operating from a computer rather than directly from the actual device. Survalent's Control Panel allows you have an IED represented by an image of the IED's front panel, on which dynamic elements are superimposed. These dynamic elements not only display current values of the points in the IED, but also allow you to issue controls and setpoints.</p> <p>The required tools to generate the control panel template are included. Survalent also has some templates that have already been developed. Currently, these include:</p> <ul style="list-style-type: none"> <li>PML ION 6200</li> <li>PNL ION 7330</li> <li>PML ION 7600</li> <li>PML ION 8300</li> <li>PML ION 8500</li> <li>SEL-300G</li> <li>SEL 351S</li> <li>ABB DPU 2000R</li> <li>Cooper 4C</li> <li>Cooper Form 5</li> <li>Cooper Form 6</li> <li>Beckwith M2001-B</li> </ul> |                     | Included      |
| 12   |     | <p><b>Transcription</b><br/> For bi-directional transcribing of SCADA data into relational databases. Target databases that are supported are Microsoft Access, SQL Server, Sybase, and Oracle. The type of data that can be transcribed includes: current values, historical data, operation messages (including alarms), and event logs (including SOE).</p> <p><b>Includes: 1 day of setup support.</b></p>   |                     | Included      |
| 13   |     | <p><b>WebSurv:</b><br/> A powerful application to serve real-time SCADA</p>  |                     | Included      |



| ITEM | QTY | DESCRIPTION   | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|---|---------------------|---------------|
|      |     | <p>information to users via web browser and without the need for custom installation or maintenance. Allows the user to call up and view any graphical WorldView display, substation one-line, or tabular display. Refresh of dynamic data, alarms, and graphics can be user defined and achieved on a periodic basis every few seconds. Access to reports, graphs, and point setting information is provided in a SCADA Explorer type interface. WebSurv uses Special Vector Graphics (SVG) to generate the dynamic rendition WorldView graphics in the users' web browser, and supports panning, zooming, dynamic line coloring and other dynamic features of the WorldView interface.</p> <p><b>Includes: Web Administrator, WEB Applications, Scada Replicator.</b></p> |                     |               |
| 14   |     | <p><b>Master/Slave Alarm Suppression:</b><br/>Master/Slave Alarms Suppression allows a defined hierarchy of primary/secondary (master/slave) alarm point relationships. These relationships may be used for either alarm suppression or group acknowledgement, or both.</p>   |                     | Included      |
| 15   |     | <p><b>Operations and Outages Accounting:</b><br/>The Operations and Outage Accounting function is based on the Event Data Recording facility. The event data recording facility records all status changes and control operations in an event data file capable of storing events for up to 30 days. Every night at midnight, an accounting program scans the previous day's event data to generate that day's accounting information.<br/>Special-purpose report programs produce operations and outage reports. An equipment editor allows you to define the devices for which you want operation and/or outage accounting. Requires Event Data Recording.</p>  |                     | Included      |
| 16   |     | <p><b>Remote Alarm Annunciation:</b><br/>The ability to send an e-mail and/or a paging message for certain alarms. The user can define which points are annunciated in this fashion, and for each point, which alarms (e.g., which states for a status point and which limits for analog point).</p>  |                     | Included      |
| 17   |     | <p><b>Disturbance Analysis</b> This functionality monitors changes to all analog and status points periodically, defines events that trigger disturbance data captures, monitors disturbance triggers and generates disturbance data capture files.</p>   |                     | Included      |
| 18   |     | <p><b>ICCP Master to Master Protocol:</b><br/>ICCP (Inter-Control Center Communications Protocol) is an</p>   |                     | Included      |



| ITEM | QTY | DESCRIPTION  | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|--|---------------------|---------------|
|      |     | industry-standard protocol designed to share information with different vendors' computer systems. It is typically used for data transfer between two or more SCADA/EMS master stations.   |                     |               |
| 19   |     | <p><b>Switch Order Preparation</b><br/>           A switch order is a sequence of steps involving both switching operations and tags that produce conditions for which a guarantee may be issued. Each switch order can contain up to 200 steps.<br/>           Guarantees are database forms that allow you to define, issue and surrender condition guarantees complete with tags. (Guarantees are also commonly known as clearances.) Each guarantee can have up to 50 tags associated with it.</p>                           |                     | Included      |
| 20   |     | <p><b>Load Curtailment:</b><br/>           The Load Curtailment program makes use of command sequencing at the upper supervisory level and a special application program at the lower execution level. The goal of this architecture is to provide:</p> <ul style="list-style-type: none"> <li>• Flexibility at the supervisory level, where requirements vary greatly from user to user</li> <li>• Ready-to-use functionality at the execution level, where operation is standard and user programming is not needed</li> </ul> |                     | Included      |
| 21   |     | <p><b>External Clock Interface (GPS):</b><br/>           External Clock Interface synchronizes the computer time to that of the external (GPS) clock every minute. An alarm is raised if the SCADA system cannot read the clock.</p>   |                     | Included      |
| 22   |     | <p><b>Multispeak 3.0 Interoperability Interface to Milsoft Windmill Engineering Analysis Software</b></p>  |                     | Included      |
|      |     |  |                     |               |
|      |     | <b><u>SCAN TASKS:</u></b>  |                     |               |
| 23   |     | <p><b>QUICS IV Scan Task:</b><br/>           QUICS IV scan task is designed to communicate with one or more devices that use the QUICS IV protocol over serial asynchronous or TCP/IP communication lines.</p>   |                     | Included      |
| 24   |     | <p><b>DNP 3.0 Server Scan Task</b><br/>           This scan task allows the master station to be polled by an external system as though it were a DNP RTU.</p>   |                     | Included      |
| 25   |     | <p><b>Modbus Server Scan Task</b><br/>           This scan task allows the master station to be polled by an external system as though it were a Modbus RTU</p>  |                     | Included      |



| ITEM | QTY | DESCRIPTION  | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|--|---------------------|---------------|
|      |     |  |                     |               |
|      |     | <b><u>TRAINING AND SERVICES:</u></b>   |                     |               |
| 26   |     | Conversion of the customer's Database, SLD's. Customer must provide a current back-up tape of the system   |                     | Included      |
| 27   |     | 1 week of FAT  |                     | Included      |
| 28   |     | 1 week of engineering training at Survalent factory  |                     | Included      |
| 29   |     | 1 week of onsite commissioning assistance & operators training   |                     | Included      |
|      |     |  |                     |               |
|      |     | <b><u>WARRANTIES/SUPPORT:</u></b>  |                     |               |
| 30   |     | <p><b>Warranty Statement:</b></p> <p>The system carries a one year warranty on hardware, except for the Dell servers, which are covered by a 3-year next business day on-site service from Dell.</p> <p>Software is also covered for one year, and includes both telephone assistance and remote diagnostics by modem.</p> <p>Standard service includes:</p> <ul style="list-style-type: none"> <li>• Business hour Hot-Line telephone support from 8:00 AM to 6:00 PM Eastern time</li> <li>• Software patches</li> <li>• Annual software upgrade<sup>1</sup>; keep your system as new as the day it was installed</li> <li>• Latest revision of PC software (WorldView, QWindows or SCADA Explorer, ODBC, Transcription, etc...) available for download at any time from our Web page</li> <li>• Support phone number is 905-826-5000 or 905-826-7237 extension 152</li> </ul> <p><sup>1</sup> Applies only to SURVALENT application software already purchased. A once a year upgrade includes software patches and functional enhancements to the application modules already installed by the user. The upgrade will be scheduled within 90 days of support contract purchase. Any required hardware or operating system upgrades will be provided at an additional charge.</p> |                     | Included      |



| ITEM | QTY | DESCRIPTION   | UNIT PRICE<br>US \$ | LIST<br>US \$ |
|------|-----|---|---------------------|---------------|
| 31   |     | <b>Manuals:</b><br>One set of manuals for system operation, database setup, and for each selected software application. Manuals may also be accessed on the Survalent website for any customer with a current maintenance contract. |                     | Included      |

|                  |  |  |                  |          |
|------------------|--|--|------------------|----------|
| <b>TERMS:</b>    | Please see HCI Terms and Conditions (attached)   |  | <b>SUB-TOTAL</b> |          |
| <b>SHIPMENT:</b> | 16 weeks after receipt of order  |  |                  |          |
| <b>FOB:</b>      |  | EXW EX WORKS(Mississauga Ontario Canada) | <b>SALES TAX</b> |          |
|                  | x  | Site                                     | <b>FREIGHT</b>   | Included |
| <b>VALIDITY:</b> | This quotation remains valid for 90 days. After that time prices and/or shipment times may be subject to revision. |  | <b>NET TOTAL</b> |          |

Prepared by: Weijun Ren, Survalent Technology Corporation, 08/08/2006 weijun@survalent.com (905)-8265000 ext 244  
 Please make P.O. out to Hometown Connections International, LLC and Fax to (905)-826-7144 Attn: Weijun Ren



# Hometown Connections

DELIVERING VALUE TO PUBLIC POWER™

## Hometown Connections Terms and Conditions of Sale for SCADA hardware and software provided by Survalent Technology

**General.** Hometown Connections (HCI) is a distributor for Survalent Technology. Warranties and license agreements for hardware and software will be provided directly by Survalent.

**Orders.** All orders received are subject to acceptance by Survalent. All products will be shipped FOB Mississauga, Ontario, Canada by common carrier.

**Payment Terms.** Payment terms are net twenty (20) days from the date of invoice from HCI. Past due accounts will be assessed a late charge equal to one and one-half percent (1½ %) per month.

**Prices.** Prices quoted will be honored for at least 30 days from the date of the written quote and may be subject to change after that date.

HCI's liability arising out of this sales shall not exceed the actual purchase price paid by customer for the products. HCI shall not be liable for special, incidental or consequential damages, including loss of profits, loss of data or loss of use arising out of the sale of the products.



## **SECTION 4 - COMPLIANCE WITH SPECIFICATION**



#### **SECTION 4 – COMPLIANCE WITH THE SPECIFICATION**

After having carefully reviewed the SCADA Specification of the City of College Station, Texas, we have concluded that our proposal fully complies (100%) with your technical specification and your overall requirements. There is no exception whatsoever taken to any of the specified requirements in the City's SCADA specification.

The information required by the City in the section "Format Requirements" can be found in our Bid Proposal as follows:

**Tab A – Qualifications and experience.**  
Please refer to Section 6 of our Bid Proposal

**Tab B – Rates and expenses**  
Please refer to Section 3 – Price Quotation – of our Bid Proposal

**Tab C – Methodology**  
The narrative description of the scope of project is included in Section 1 – Executive Summary" – of our Bid Proposal. This section also includes description of the scope of work with clear distinction between STC and the City's responsibilities.

A proposed Project Plan is included in Section 8 – Project Plan – of our Bid Proposal.

**Tab D – References**  
A complete list of our reference projects in the US is included in Attachment 3 to our Bid Proposal. For each project the list identifies the customer name, contact name and phone, operating system platform, short description of the system functionality and applications.

This list includes the projects within the State of Texas. These projects are also listed in Section 1 – Executive Summary.

**Tab E –** A copy of the certificate of property rights on the QUICS4 protocol is included in Section 7 of our Bid proposal.

**Tab F –** STC is willing to sign the City's Standard Form of Agreement and any Addenda issued to the RFP.

A copy of the Maintenance Support description is included in Section 9 of our Bid Proposal.



## **SECTION 5 TRAINING PROGRAMS**



## TRAINING COURSE DESCRIPTIONS

### Training Course Descriptions

Course outlines for the following courses are found in this Section;

- Control Room Operations Training – at STC site
- Master Station Hardware Training – at STC site
- Master Station Software Training – at STC site
- System Administration Training – at STC site

Following is the general agenda for training:

### SCADA TRAINING

#### DAY 1

##### AM

- Setup of SCADA Client, SCADA Server, and WorldView on all attendees' machines
- Hardware, Software and RTU overview
- Client-server, host-workstation relationships
- SCADA startup and shutdown

##### PM

- Documentation, SCADA database concepts
- SCADA Users, and "user rights"
- Point database editing
- Stations, status bits for comm lines and RTUs

#### Day 2

##### AM

- Point database editing
- Comm lines & RTUs
- Status points
- Analog points
- Text points



**PM**

- Points (cont'd)
- Related database elements
- User type, zones & groups, format,
- Alarm format, command/state strings
- Alarm types and severities, limits
- Use of SCADA explorer and Analog and Status point viewers
- Remainder of SCADA Programs

**Day 3**

**AM**

- WorldView – maps
- WorldView introduction: maps, alarm views, operator summaries
- Standard “blank” database
- Map viewer, navigation, views (buttons)
- Layers & decluttering
- Editing the map
- WorldView – resources
- Dwg styles & tables, text styles, symbols
- Pmacros
- Example: map with station point, view of station 1-line, with pmacros
- Operation: status, analog, and controls
  - Tagging, notes,

**PM**

- WorldView – alarm viewer
- Selection criteria, stations
- Files, alarm views
- audible
- Operation: silence, ack, block, goto alarm view
- WorldView – operator summary
- Selection criteria
- Files, oprsum views
- Annotation

**Day 4**

**AM**

- Review of database and WorldView issues
- Additional database
- Calculations,
- Reports & schedules



- Loggers
- Tag types & tagging

#### **PM**

- Advanced database subjects
- Historical data, graphs
- Analog limit matrices
- Setpoint copy
- Master-slave alarm suppression
- Multiple-status-change validation
- Overview of system setup parameters

#### **Day 5**

#### **AM**

- Overview of optional components
- Command sequencing, templates, matrices
- External bells, paging annunciation & schedules
- Outage accounting
- External clock
- WorldView
- SCS & line sections
- Guarantees & switching orders

#### **PM**

- Automatic Generation Control (AGC)
- Operator Training Simulator (OTS)

### ***Master Station Training Outline***

#### ***System Configuration***

- Network Devices and Addresses
- Installation of Software
  - Server Software - host/master station
  - Client Software - database access to host
  - Worldview – operator's interface
- User Interface Familiarization
  - SCADA Explorer - use to edit database
  - Tabular Displays - useful on commissioning of points
  - Worldview - Maps, Alarms View and Operator Summary
- License Registration

#### ***SCADA Explorer***



- Database Concepts and Structure
- Organization
- Station
- Communication Lines
- Remote Terminal Units
- Database Points
  - Planning the Database - items prior the development
- Station - logical designation of points
- Zones and Access Control
- User Point Type - user defined groupings
- Command/State Strings
- Alarm Message Formats
  - Definition of Station
  - Definition of Communication Line
- Indication and Control of Communication Line
- Statistical Points
  - Definition of RTU
- Indication and Control of RTU
- Port Switching
- Statistical Points
  - Alarm Priorities or Severities
  - Definition of Status Point
- Tele-Indication Codes ABCD
- Format Codes
- Alarms



## SECTION 6 QUALIFICATIONS AND EXPERIENCE



STC has a **42-year** background in the manufacture and installation of SCADA systems. We have been supplying SCADA systems and RTUs to the electrical industry **since 1964**.

Our personnel include very experienced SCADA software development engineers totaling over 175 man-years of SCADA experience. This stability and long-term experience should provide to the City the assurance that they will enter in a long-term partnership with a supplier who will always be available for support.

With an installed base of over 170 operational systems worldwide we are placed in the first tier of SCADA suppliers in North America. We have a 100% customer retention record. There is no STC customer that has ever converted to a SCADA platform of another vendor.

STC will be the prime contractor for the City project with full responsibilities for the overall execution and support of the project.

The hardware platform will be staged at the STC facilities. Our headquarters are located in Mississauga, a 750,000-inhabitants city near the Toronto International Airport, Canada. Our technical support is rendered via remote diagnose and downloading.

Factory acceptance testing and training will take place at the factory in Canada, with an option for additional training on site.

STC has undertaken a large number of projects in the last thirty six (36) months at an average rate of one project per month. The projects are at least similar in size and scope with some projects being significantly larger.

STC has no anticipated changes in ownership or major corporate policy changes in the next 12 months.

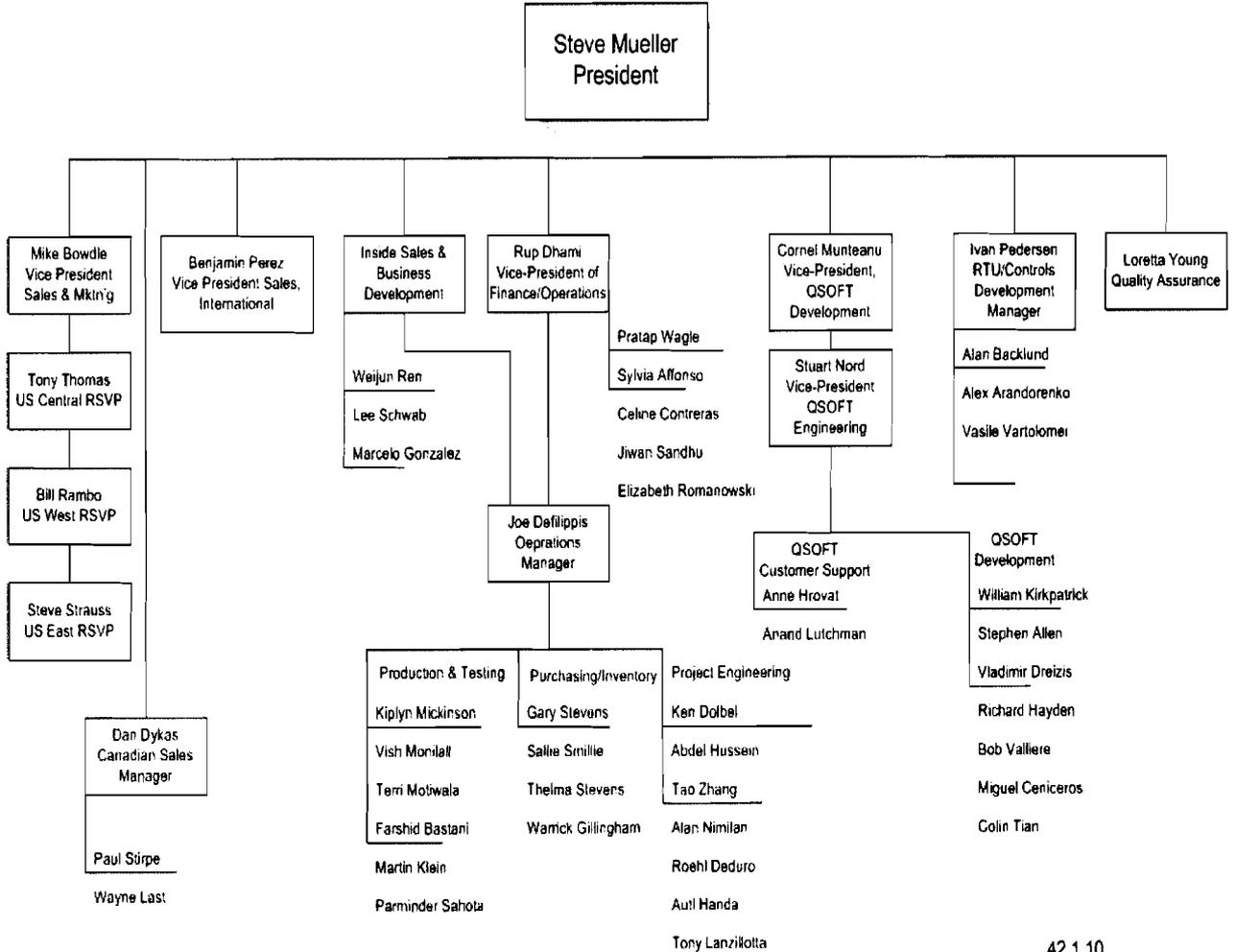
STC states that there are not and there have not been any legal claims or litigation actions against STC regarding the performance of the projects.

An organizational chart is included below.



# Survalent Technology

March 15, 2005



42,1,10  
F, C, S  
11/98: 43, 3,7



**SECTION 7**

**CERTIFICATE OF PROPERTY RIGHTS FOR QUICS4 PROTOCOL**

## INTELLECTUAL PROPERTY JOINT OWNERSHIP AGREEMENT

This Agreement made as of November 12, 1993 between QEI, Inc. (the "Vendor"), a New Jersey corporation, and Quindar Products Ltd. (the "Corporation"), an Ontario corporation.

### WHEREAS:

A. The Vendor is the owner of (i) a substantial body of valuable Technical Information relating to the design, development and production of the Products, and (ii) the Copyrights and Trade Marks relating to the Products.

B. Prior to the date hereof the Corporation has carried on business as the wholly-owned subsidiary of the Vendor and has manufactured and sold the Products in the Quindar Territory under the Copyright and Trade Marks in consideration of the payment to the Vendor of certain royalty payments.

C. Concurrently with the execution of this Agreement (i) certain investors (collectively, the "Investors") are acquiring from the Vendor all of the issued and outstanding securities of the Corporation; and (ii) the Corporation is acquiring certain property and assets of the Vendor (the "Purchased Assets"), including a joint ownership interest in and to all of the Intellectual Property, all pursuant to a share purchase agreement made as of November 12, 1993 between the Investors and the Vendor and an asset purchase agreement made as of November 12, 1993 between the Vendor and the Corporation (the "Purchase Agreements").

**NOW THEREFORE** in consideration of the completion of the transactions contemplated by the Purchase Agreements, and for other consideration that is mutually acceptable and accepted, the parties agree as follows:

### ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

"Copyright" means all copyright and rights in the nature of copyright to which the Vendor or Corporation may now be entitled, in any jurisdiction, in or in respect of all drawings and other documents, recordings in any form and all other articles bearing or embodying any part of the Technical Information, including without limitation the copyrights and rights with respect to the Products.

**"Improvements"** means all improvements, modifications or adaptations to any part of the Technical Information which are now or might hereafter be developed relating to the design, manufacture or supply of the Products, whether or not any Copyright or Trade Mark is sought or obtained by either Party pertaining thereto.

**"Initial Period"** means the period from the date hereof to November 12, 1998.

**"Intellectual Property"** means, collectively, the Technical Information and the Copyright and the Trade Marks, all as more particularly set forth in Section 2.1.

**"Parties"** means the Vendor, the Corporation and any other person who may become a party to this Agreement; and **"Party"** means any one of them;

**"Person"** means an individual, partnership, corporation, trust, unincorporated association, joint venture or other entity, and pronouns having a similar extended meaning;

**"Products"** means all of the products made available by the Vendor and the Corporation to their customers or under development as of the date hereof, including the products set out in Schedule 1 as modified and supplemented and any other products as they may hereafter mutually agree from time to time.

**"QEI Territory"** has the meaning specified in Schedule 2.

**"Quindar Territory"** has the meaning specified in Schedule 2.

**"Technical Information"** means all existing know-how, experience, drawings, designs, circuit diagrams, computer programs and all other technical information relating to the design, production or sale of the Products, including, without limitation, the Copyright.

**"Territories"** means, collectively, the QEI Territory and the Quindar Territory and **"Territory"** means either of the Territories as the context requires.

**"Trade Marks"** means all trade marks, trade mark applications, license agreements, goodwill and other similar intellectual property rights which the Vendor or the Corporation is now entitled to in respect of the Products in any jurisdiction, whether or not registered, and including, without limitation, the Canadian and United States registered Trade Marks and the applications for registrations set out in Schedule 3 hereto, and any reference to "Trade Marks" shall include a reference to any one of them.

1.2 **Interpretation.** In this Agreement (i) Articles, Sections, Subsections and headings are used for convenient reference only and shall not affect its interpretation; (ii) words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa; and (iii) references to persons shall include individuals, firms, partnerships, associations, unincorporated organizations, trusts, corporations, governments and any department, agency or instrumentality thereof.

## ARTICLE II GRANT OF RIGHTS AND RESTRICTIONS ON RIGHTS

**2.1 Grant by the Vendor.** The Vendor hereby unconditionally and irrevocably grants, assigns and transfers over to the Corporation, on and subject always to the terms, conditions and limitations set forth in this Agreement, as of and with effect from the date hereof, an individual joint ownership interest in and to all of the Intellectual Property as more particularly described herein, including without limitation all rights, rights of action, benefits, franchises, registrations and other proprietary and intellectual property rights of or pertaining thereto, with full right, power and authority on its own behalf to use and deal as the Corporation sees fit (all of the foregoing being the "Ownership Interest" of the Corporation in and to the Intellectual Property). Without in any way restricting or limiting the foregoing the Corporation shall be entitled to:

- (i) use the Intellectual Property to manufacture the Products;
- (ii) modify, develop, and incorporate Improvements into the Products as it sees fit;
- (iii) sell and otherwise deal with the Products manufactured by it and to use the Intellectual Property on or in relation to the Products; and
- (iv) to grant licenses (including the right of any such licensees to grant sub-licenses) to any other person with respect to the use of all or any portion of the Intellectual Property, subject to Section 2.4.

The grant of the Ownership Interest shall not make the Corporation liable for any action, cause of action, or other proceeding or claim against the Vendor in relation to the Intellectual Property or the sale or use of the Products by the Vendor arising from or relating to the period prior to the date hereof.

**2.2 Reservation of Rights.** Except as expressly provided in this Agreement, the grant of the Ownership Interest shall not reduce, restrict or otherwise affect the rights of the Vendor with respect to its ownership interest in and use of the Intellectual Property, and its right to manufacture and sell the Products, all of which rights shall continue in full force and effect.

**2.3 Restrictions on Use of Rights by Vendor and Corporation.** Notwithstanding the provisions of Sections 2.1 and 2.2, until the expiry of the Initial Period:

- (a) the Vendor shall retain the right to carry on in those states of the United States forming part of the Quindar Territory the business activities referred to in Schedule 2 and to use the Intellectual Property and sell the Products in such states in furtherance thereof with those customers referred to in Schedule 2 to the exclusion of the Corporation and any persons claiming by or under the Corporation the right to do so but shall not otherwise be permitted to carry on in the Quindar Territory any business activities pertaining to the use of the Intellectual Property and the sale of the Products, and shall use reasonable efforts to not cause, permit or suffer any other person to do so, whether under license, sub-license or otherwise (except for those customers of QEI and Quindar

doing so under sub-license agreements in effect as of the date hereof with respect to Products sold prior to the date hereof), without the express prior written consent of the Corporation; and

(b) the Corporation shall not be permitted to carry on in the QEI Territory any business activities pertaining to the use of the Intellectual Property and the sale of the Products, or cause, permit or suffer any other person to do so, whether under license, sub-license or otherwise, without the express written consent of the Vendor.

Following the expiry of the Initial Period, the Corporation and the Vendor (and all persons claiming by or under them) shall be entitled, under the grants made under Section 2.1 and reserved under Section 2.2 respectively, to use the Intellectual Property and sell the Products throughout the Territories or elsewhere upon and subject to the terms and conditions of this Agreement.

**2.4 Restrictions on Grants of Rights During Initial Period.** Except for sub-licenses entered into with customers for their own use of the Products in the ordinary course of business and in a manner consistent with past business practices, neither the Vendor nor the Corporation shall be entitled, during the Initial Period, to grant to any person for use in either or both the Territories any further interest in or to all or any portion of their ownership interest in the Intellectual Property, or enter into any license, sub-license, royalty or other similar arrangement with any person in either or both of the Territories providing for their use of the Intellectual Property without the prior written consent of the other party and on terms and conditions acceptable to it unless such person enters into an agreement in favour of the Vendor and the Corporation agreeing to be bound by the provisions of this Agreement. All sub-licenses entered into by each of the parties with customers after the date hereof shall expressly refer to the joint ownership of the Vendor and the Corporation in and to the Intellectual Property.

**2.5 Rights of Parties Outside of Territories.** Each of the Vendor and the Corporation shall be permitted to manufacture, distribute, market and sell the Products in all jurisdictions other than the Territories from and after the date hereof. All of such Product sales (whether made directly or indirectly through any permitted licensee, sub-licensee, distributor, agent, or other person permitted to do so under this Agreement) made during the Initial Period shall be reported by the party on whose behalf they have been made forthwith following their completion. Except for sub-licenses entered into with customers for their own use of the Products in the ordinary course of business and in a manner consistent with past business practices, neither the Vendor nor the Corporation shall be entitled during the Initial Period to grant to any person for use in the jurisdictions outside the Territories any further interest in or to all or any portion of their ownership interest in the Intellectual Property or enter into any license, sub-license, royalty or other similar arrangement with any person in any such jurisdiction providing for their use of the Intellectual Property to manufacture the Products for resale, to sell the Products or to manufacture or sell any products which compete with the Products without the prior written consent of the other party and on terms and conditions acceptable to it unless such person (the "proposed user") enters into an agreement in favour of the Vendor and the Corporation agreeing to be bound by the provisions of this Agreement. In the event any such agreement is proposed, it

shall provide that the payments made by the proposed user to acquire such rights, whether in the form of sales revenues, royalty revenues, licensing revenues, or any other fees and payments reasonably attributable to the acquisition of such rights by the proposed user, shall be allocated and earned as to 60% by the party initiating the relationship with the proposed user and as to 40% to the other party.

**2.6 Ansaldo Transaction.** Each of the Parties acknowledge that the Vendor is negotiating a licensing arrangement with Ansaldo SPA (the "Ansaldo Transaction"). The foregoing provisions of this Article II including, without limitation, the restrictions on licensing and the requirement to share proceeds shall not apply to the Ansaldo Transaction.

**2.7 Further Assurances.** The Parties hereto agree to execute and register, at the expense of the Party requesting it, any amendment to the registrations relating to the Trade Marks, license agreement, or other similar agreement reasonably necessary or required to give further effect to the grant of the Ownership Interest to the Corporation and the other provisions of this section 2.

### **ARTICLE III IMPROVEMENTS AND TECHNICAL INFORMATION**

**3.1 Ownership and Use of Improvements.** Improvements arising from work carried out by the Vendor alone shall remain the exclusive property of the Vendor and Improvements arising from work carried out by the Corporation alone shall remain the exclusive property of the Corporation. Improvements arising from work carried out jointly shall belong to the Parties equally unless they shall otherwise agree. Each Party shall have the irrevocable right to use such joint Improvements independently of the other in respect only of sales of Products in their respective Territories until the expiry of the Initial Period and thereafter they shall have the right to do so throughout the Territories. Both Parties shall also be entitled to use the Improvements jointly developed for sales in jurisdictions outside the Territories in the same manner as the grants and rights referred to in Section 2.5. To the extent necessary for such use, each Party shall have and hereby grants, transfers and assigns to the other, an undivided ownership interest under all jointly held intellectual property rights relating to jointly developed Improvements including, subject to Section 2.5, the right to grant licenses and sub-licenses thereunder. Each Party hereby undertakes that on request it will confirm to any prospective customer of the other Party the right of that Party pursuant to this paragraph to grant such a license.

**3.2 Disclosure of Technical Information.** Each of the Parties warrants that all Technical Information disclosed to the other Party hereunder at or prior to the date hereof with respect to the Products is, to the best of its knowledge and belief, accurate. During the first three years of the Initial Period each Party will promptly disclose to the other Party any significant errors in such Technical Information that are discovered by it and advise the other Party of any corrections or modifications it has developed to the Technical Information or the Products to remedy such errors. Neither party shall have any further liability to the other, or to any customer of the other, in respect of the other Party's use of the Technical Information or its production, use, sale or other disposition of the Products.

**3.3 Responsibility for Products.** Except as provided in Sections 3.1 and 3.2, each Party shall be exclusively responsible for the technical and commercial operation of its business, for incorporating any modifications or developments that might be necessary or desirable into the Products, and for all Products sold or supplied by it, including the marketing, sales, servicing and warranting of such Products.

**ARTICLE IV**  
**CONFIDENTIALITY AND NON-COMPETITION**

**4.1 Confidentiality Obligations.** Each Party agrees to maintain secret and confidential all Technical Information and all other information relating to the affairs of the other party and its subsidiaries, including all information relating to its financial position, operations, suppliers, customers, research and development matters, product lines, projects undertaken for clients, tenders and pricing information, and other similar information (all of which being "Confidential Information") obtained from the other Party both pursuant to this Agreement and prior to it and all other information that it may acquire from the other during the term of this Agreement. Each Party agrees (i) to maintain the same degree of confidentiality with respect to such Confidential Information as a reasonably prudent Person would maintain with respect to its own confidential and proprietary information, (ii) to not at any time disclose, divulge or communicate orally, in writing or otherwise any such Confidential Information to any Person or Persons other than the Parties hereto; (iii) to respect the other's proprietary rights therein, (iv) to use the same exclusively for the purposes of this Agreement, and (v) to disclose the same only to those of its employees to whom and to the extent that such disclosure is reasonably necessary for the purpose of this Agreement.

**4.2 Exception.** The foregoing obligations of Section 4.1 above shall not apply to Confidential Information which:

(A) prior to receipt thereof from one party was in the possession of the recipient party at its free disposal;

(B) is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party hereto;

(C) is or becomes generally available to the public through no act or default of the recipient party or its agents or employees; or

(D) is disclosed to actual or potential customers for Products insofar as such disclosure is reasonably necessary to promote the sale or use of Products.

**4.3 Employees and Sub-Licensees.** Each Party shall ensure all its employees, contractors and sub-licenses pursuant to this Agreement (if any) who have access to any Confidential

Information of the other to which the obligations of Section 4.1 apply shall be made aware of and subject to these obligations.

**4.4 Non-Competition.** In furtherance of the grants set forth in Sections 2.1 and 2.2, and the restrictions set forth in Section 2.3, each Party covenants and agrees with the other party that it shall not, during the Initial Period, unless expressly permitted to do so under Section 2.3:

(A) directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in partnership or jointly, or in conjunction with any other Person or Persons, as principal, agent, officer, employee, shareholder or in any other manner whatsoever, carry on, be engaged in or propose to commence any business carried on within the Territory of the other party which is competitive with the business carried on by the other Party (a "Competitive Business") or be concerned with or interested in or lend money to, guarantee the debts or obligations of or permit its name or any part to be used or employed by any Person or Persons, engaged or concerned with or interested in any Competitive Business; or

(B) divulge any Confidential Information to any Person who may reasonably be regarded, either individually or in partnership or jointly, or in conjunction with any other Person or Persons, as principal, agent, officer, employee, shareholder or in any other manner whatsoever, as carrying on, being engaged in or proposing to commence a Competitive Business; or

(C) directly or indirectly solicit, interfere with or endeavour to direct or entice away from the other party any supplier, customer, client or any other person dealing with the other party, provided that each of the Parties shall be permitted to deal with Persons who were suppliers to both of the Parties prior to the date hereof; or

(D) interfere with, entice away or otherwise attempt to obtain the withdrawal or discontinuance of employment of any officer, employee or agent of the Corporation.

The foregoing provisions of this Section 4.4 shall not prevent any Party from acquiring, as a passive investment, up to 5% of the securities of a corporation carrying on a Competitive Business which are listed for trading on a public stock exchange.

**4.5 Severability and Enforceability.** (1) The Parties each acknowledge and agree that all restrictions contained in Section 2.3 and this Article IV are reasonable, necessary and valid, including, without limitation, the time and geographic limitations specified in Section 2.3. All defences to the strict enforcement thereof by the other Party are hereby waived by each Party. Each Party hereby recognizes and agrees that any violation of any of the covenants contained in this Article IV will cause irreparable damage or injury to the other Party, the exact amount of which would be impossible to ascertain, and that, for such reason, among others, the other Party will be entitled to an injunction, without the necessity of any undertakings as to damages therefor, restraining any further violations of such covenant. Each Party hereby consents to the issuance of such injunction or restraining order. Such rights to any injunction will be in addition to, and not in limitation of, any other rights and remedies the other Parties may have against it.

(2) If any of the covenants contained in Section 4.4 shall be held unreasonable in any jurisdiction by reason of the area, duration or scope of such covenant, then such covenant shall be given effect in such reduced form as may be decided by the courts of such jurisdiction and shall remain in full force and effect in all other jurisdictions. If any Section or any portion of any such covenant should be unenforceable or be declared invalid in its entirety for any reason whatsoever in any jurisdiction, such enforceability or invalidity shall not affect the enforceability or validity of the covenant in any other jurisdictions or of the remaining portions of the covenants in that jurisdiction and such enforceable or invalid portions shall be severable and severed to that extent from the remainder of this Agreement.

**4.6 Contravention of Article IV.** If either Party becomes aware of a contravention by the other Party of the provisions of this Article IV it shall immediately thereafter notify the other party of such contravention, specifying the particulars thereof. Forthwith following the receipt of such notice the other Party shall take all necessary steps and proceedings to discontinue such contravention, failing which it shall be in default of its obligations hereunder and the other Party shall be entitled to take all steps and proceedings it deems necessary or appropriate under this Agreement or otherwise at law to ensure that such default is remedied.

## **ARTICLE V OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

**5.1 Ownership.** The Vendor warrants that there is no litigation in progress, pending or, to the best of its knowledge, or information or belief, threatened in relation to its ownership and use of the Intellectual Property.

**5.2 Renewals.** The Vendor shall pay all renewal fees necessary to maintain the registrations of the registered Trade Marks referred to in Schedule 3 in effect during the term of this Agreement provided it continues to use such registered Trade Marks in its own business.

**5.3 Protection of Trade Marks.** Each Party undertakes not to do or permit to be done any act which would or might (i) jeopardize or invalidate the Intellectual Property and any registration of the registered Trade Marks in whole or in part; (ii) assist or give rise to an action to invalidate the Intellectual Property or an application remove or invalidate the registrations for any of the registered Trade Marks; or (iii) prejudice the right or title of either Party to any of the Intellectual Property.

**5.4 Assistance.** Each Party shall on request give to the other Party or its authorized representative any information as to its use of the Copyright and Trade Marks which that Party may require and shall render any assistance reasonably required by the other party in maintaining the registrations of the registered Trade Marks. The Vendor shall assist the Corporation as may be necessary (including by executing any necessary documents or acknowledgments), at the expense of the Corporation, in recording, perfecting or otherwise establishing the Ownership Interest of the Corporation in and to the Intellectual Property in the Quindar Territory and,

following the expiry of the Initial Period, in the Territories. .

**5.5 Future Registrations.** In the event that the Vendor does not, after the date hereof, register or otherwise perfect or establish any Trade Mark or other Intellectual Property in any jurisdiction other than the Territories, the Corporation shall have the right, on not less than 30 days prior written notice to the Vendor, to take all necessary steps and proceedings to do so in such jurisdiction at the expense of the Corporation and in the name of the Corporation and the Vendor, if permitted, or in the name of the Corporation alone but subject always in either case to the rights of the Vendor under this Agreement. The Corporation shall not be entitled to do so, however, if within ten days after the receipt of such notice the Vendor notifies the Corporation that it intends to proceed to register or otherwise perfect or establish such Trade Mark or other Intellectual Property and proceeds expeditiously to do so. In such event, the Ownership Interest of the Corporation shall extend to and include such Trade Mark or other Intellectual Property as so registered, perfected or otherwise established.

## **ARTICLE VI USE OF TRADE MARKS**

**6.1 Use of Trade Marks.** The use of the Trade Marks by the Parties shall, at all times, be in keeping with and seek to maintain their distinctiveness and reputation. Whenever the Trade Marks are used by either party after the date hereof they shall be accompanied by wording to show that they are jointly owned registered Trade Marks (or, as the case may be, Trade Marks).

**6.2 Discontinuance of Use.** If the Vendor decides to discontinue the use of any of the Trade Marks, whether in conjunction with the discontinuance of the manufacture or sale of Products using such Trade Marks or otherwise, the Corporation shall, at its option, have the right to an assignment of same for nominal consideration and upon the same being assigned the Corporation shall become the exclusive owner of such Trade Mark and the rights of the Vendor whether as owner of such Trade Mark, by grant under this Agreement or otherwise shall cease.

## **ARTICLE VII INFRINGEMENTS**

**7.1 Notice of Infringements.** Each Party shall give the other Party in writing full particulars of any use or proposed use by any other Person, of a product, trade name, trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount to infringement of either of the Parties' rights in relation to the Copyright or the Trade Marks or to passing off as soon as it becomes aware thereof.

**7.2 Notice of Claims.** If either Party becomes aware that any other Person alleges that the Copyright or Trade Marks are invalid or that their use infringes any rights of another Person or that the Copyright or Trade Marks are otherwise attacked or attackable the Party shall immediately give the other Party full particulars in writing thereof and shall make no comment or

admission to any third party in respect thereof.

**7.3 Conduct of Proceedings.** The Parties shall jointly have the responsibility for conducting all proceedings relating to the Copyright or Trade Marks and shall consult with each other in good faith in deciding what action, if any, to take in respect of any infringement or alleged infringement of the Copyright or the Trade Marks or passing-off or any other claim or counter-claim brought or threatened by or against either of the Parties in respect of the use or registration of the Copyright or Trade Marks (each of the foregoing being a "Claim"). Neither Party shall be entitled or required to bring or defend any action in relation to any Claim acting alone unless the Parties do not reach a mutually acceptable understanding to bring or defend such Claim jointly or in such other manner as they agree within a reasonable period of time (not to exceed 90 days) after becoming aware of such Claim. In that event either Party shall be entitled to bring or defend such Claim at its own expense and in such manner as it sees fit for and on behalf of both Parties and shall have full authority to prosecute, defend or settle such Claim for and on behalf of both Parties. .

**7.4 Co-operation in Proceedings.** Subject to Section 7.3, each Party will at the request of the other Party give full cooperation to such Party in any proceedings brought or threatened by or against either or both of the Parties in respect of the Copyright or the Trade Marks.

## ARTICLE VIII TERM AND TERMINATION

**8.1 Term.** Subject to the provisions of this Article VIII, this Agreement shall be for an initial term of five years and thereafter shall be automatically renewed for consecutive terms of five years.

**8.2 Termination Events.** This Agreement may only be terminated by mutual consent of the Parties.

**8.3 Continuing Rights.** Termination of this Agreement shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages from the other. All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect after its termination and such termination for any reason shall not bring such obligations to an end.

## ARTICLE IX GENERAL

9.1 **Successors and Assigns.** Subject to the next following sentence, this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective legal successors but shall not otherwise be transferable or assignable by either party, absolutely, by way of security or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The Parties expressly acknowledge that Chemical Bank New Jersey, National Association has a security interest that extends to the interest of the Vendor in this Agreement, that the Corporation has granted security interests with respect to its interest in this Agreement to Bank of Nova Scotia , Ontario Development Corporation and the Vendor, and that the Corporation may, in certain circumstances, be required to grant a security interest with respect to its interest in this Agreement to Innovation Ontario Corporation, all of which grants are hereby consented to by the other Party. In the event either Party enters into an agreement, understanding or other arrangement which results in its merger, amalgamation or other combination with any other person; sells or otherwise transfers all or substantially all of its assets; or becomes insolvent, has a receiver appointed over the whole or any part of its assets, proposes any compromise with creditors, or has an order made or resolution passed for it to be wound up, the continuing person, including any successor corporation, acquiror of assets, receiver, trustee in bankruptcy, administrator or other successor in interest to such Party, whether succeeding in interest by consent, agreement or operation of law, shall continue to be bound by the provisions of this Agreement to the maximum extent permitted by law.

9.2 **Amendments and Waivers.** No variation or amendment of this Agreement shall bind either Party unless made and agreed to in writing by both Parties. A failure by either Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement of such rights at any subsequent time or times.

9.3 **Illegality.** If any provision of this Agreement is agreed by the Parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines this Agreement shall continue in force save that such provisions shall be deemed to be excised here from with earlier date as the parties may agree.

9.4 **Notices.** Any notice required to be given hereunder by either Party to the other shall be in writing and shall be served by sending the same by registered mail to the address of the other party as given herein or to such other address as that Party may have previously notified to the Party giving notice as its address for such service. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post; or by telex, facsimile or other electronic media to a Party at the address, telex or facsimile number set out below for such party or such other address as one party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand or if given by telex, facsimile or other electronic

means.

The Vendor's address for service is:

60 Fadem Road  
Springfield, New Jersey  
07081-3186

Fax: (201) 379-2138

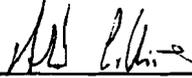
The Corporation's address for service is:

106 Rayette Road  
Concord, Ontario  
L4K 2G3

Fax: (905) 669-6384

9.5 **Governing Law.** This Agreement shall be governed in all respects by the laws of Ontario and of Canada applicable therein.

**QUINDAR PRODUCTS LTD.**

Per:   
Authorized Signing Officer

**QEI, INC.**

Per:   
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer

means.

The Vendor's address for service is:

60 Fadem Road  
Springfield, New Jersey  
07081-3186

Fax: (201) 379-2138

The Corporation's address for service is:

106 Rayette Road  
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9.5 , Governing Law. This Agreement shall be governed in all respects by the laws of Ontario and of Canada applicable therein.

**QUINDAR PRODUCTS LTD.**

Per: \_\_\_\_\_  
Authorized Signing Officer

**QEI, INC.**

Per: \_\_\_\_\_  
James D. Krugman  
Secretary

## SCHEDULE 1 PRODUCTS

### 1) **HARDWARE**

All hardware assets specified in Schedule 1 to the Asset Purchase Agreement between the Vendor and the Corporation dated as of November 12, 1993.

### 2) **SCADAP-11 SOFTWARE**

All related software executable on VAX or PDP-11 series of computers, including source and object codes and all related design, operating and maintenance documentation. The software includes the base line package, layered products and all programs developed by either Quindar Products Ltd. or QEI Inc. for their customers prior to the date hereof.

### 3) **QUICS IV SOFTWARE**

All related software executable on the VAX series of computers, including source and object codes and all related design, operating and maintenance documentation. The software includes the base line package, layered products and all programs developed by either Quindar Products Ltd. or QEI Inc. for their customers prior to the date hereof.

### 4) **PC SOFTWARE**

Software residing in a PC known as Display Generator (DG) and Datalink (DL).

### 5) **QUICS IV SOFTWARE (ALPHA)**

Software executable on the Alpha series of computers, including source and object codes and all related design, operating and maintenance documentation. The software includes the Baseline and layered products as listed below.

The baseline includes all of the basic SCADA functions:

|                    |                 |
|--------------------|-----------------|
| Telemetry          | Reports         |
| Alarms             | Historical Data |
| Calculations       | Failover        |
| Operator Interface |                 |

The layered products consist of the following:

- Command Sequencing
- DECtalk Autodialer
- Event Data Recording
- Load Management
- Mapboard

Message Display  
Operations/Outage Accounting  
Operator Training Simulator  
Qnet  
Qwindows  
Short-Term Load Forecasting  
SQL Server  
Worldview

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**6) QUICS RTU'S**

The hardware and software designs, including all manufacturing documentation for the following products developed by Quindar prior to the date hereof.

- Mini-QUICS
- QUICS RTU (Ontario Hydro designs)
- Sequence of Events RTU
- 386/486 RTU

**7) QUICS IV RTU**

The hardware and software designs, including source code and all manufacturing documentation for the Quics IV RTU product developed by QEI prior to the date hereof.

**8) RTU 6ACP AND 6ATP**

The hardware and software designs, including source code and all manufacturing documentation for these RTU products developed by QEI prior to the date hereof.

**9) TONE AND TELEMETRY**

30 series tones  
50 series tones  
1130 series  
QD20 series

**SCHEDULE 2  
TERRITORIES**

The "QEI Territory" shall mean and include (i) all states in the United States other than those states included in the Quindar Territory; (ii) Mexico; and (iii) Taiwan

The "Quindar Territory" shall mean and include (i) all provinces and territories of Canada; and (ii) the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming.

For purposes of determining whether a customer is in either of the Territories, reference shall be made to the geographic location where the master station of such customer is installed.

Notwithstanding the foregoing, during the Initial Period only:

1. QEI shall retain all U.S. Government Accounts in those states of the United States forming part of the Quindar Territory as at the Closing Date for GSA Purchases.
2. QEI shall be entitled, together with Quindar, to bid on U.S. federal government tenders in those states of the United States forming part of the Quindar Territory.
3. QEI shall be entitled to retain all "add on" business for the following installations:

|                               |                |
|-------------------------------|----------------|
| ALASKA ELECTRIC LIGHT & POWER | JUNEAU, AK     |
| BENTON COUNTY PUD #1          | KENNEWICK, WA  |
| CITIZENS UTILITIES            | KINMAN, AZ     |
| CITIZENS UTILITIES            | NOGALES, AZ    |
| CITY OF LOGAN                 | LOGAN, UT      |
| UNITED POWER                  | BRIGHTON, CO   |
| CITY OF GLENDALE              | GLENDALE, CO   |
| NEVADA POWER CO.              | LAS VEGAS, NV  |
| CITY OF ROSEVILLE             | ROSEVILLE, CA  |
| TRI-STATE G&T                 | THORNTON, CO   |
| CITY OF SACRAMENTO            | SACRAMENTO, CA |

4. QEI shall be entitled to retain the tone hardware business and customer base in those states of the United States forming part of the Quindar Territory.

## GENERAL ASSIGNMENT OF TRADEMARKS

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, QEI, INC., a corporation organized and existing under the laws of the State of New Jersey, with offices at 60 Fadem Road, Springfield, New Jersey, (hereinafter referred to as the "Assignor"), is the sole and exclusive owner of certain trademarks and trademark registrations, to wit:

| <u>TRADEMARK</u>           | <u>U.S. REGISTRATION NO.</u> |
|----------------------------|------------------------------|
| "QUICS"                    | 1,611,910                    |
| "QUINDAR"                  | 1,524,202                    |
| "QUICS" (Stylized Letters) |                              |
| "QUINDETTTER"              |                              |

; and

WHEREAS, QUINDAR PRODUCTS LTD., with offices at 106 Rayette Road, Concord, Ontario, is a corporation organized and existing under the laws of Ontario (hereinafter referred to as "QPL"; the Assignor and QPL are jointly and collectively hereinafter referred to as the "Assignees") and the Assignees are desirous of jointly acquiring all right, title and interest of the Assignor in such trademarks, trademark registrations and the goodwill symbolized thereby;

NOW, THEREFORE, the Assignor, for One Dollar (\$1.00), and other good and valuable consideration, has sold and assigned, and does hereby sell and assign to the Assignees, their successors, assigns and legal representatives, the entire right, title and interest of the Assignor in and to the aforesaid trademarks, trademark registrations and the goodwill symbolized thereby.

The Assignor hereby constitutes and appoints the Assignees, their successors and assigns, the true and lawful attorney or attorneys of the Assignor, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of the Assignees, their successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that the Assignees, their successors or assigns, may deem proper in order to assert or enforce any claim, right or title of any kind in and to the assets hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any said assets, and, generally to do any and all such acts and things in relation thereto as Assignees, their successors or assigns shall deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. The Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Assignor.

This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and Assignees and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered by its proper officers thereunto duly authorized.

Dated: as of November 12, 1993

ATTEST:

QEI, INC. (ASSIGNOR)

Jerome Potash  
James D. Krugman, Secretary  
Jerome Potash, President

Terence D. Brentnall  
Terence D. Brentnall  
Vice-President

PROVINCE OF ONTARIO )  
 )  
MUNICIPALITY OF )  
METROPOLITAN TORONTO )

On this 12th day of November, 1993 before me personally came Jerome Potash and Terence Brentnall to me known, who, after being by me duly sworn, did depose and say that they are the President and Vice-President, respectively, of QEI, Inc., the Assignor named in the within instrument; and that they signed their respective names thereto by order of the board of directors of said corporation.

WITNESS my hand and seal at office this 12th day of November, 1993.

Mary Kelley  
A Notary Public in and for the Province  
of Ontario

**SCHEDULE 3  
TRADEMARKS AND APPLICATIONS**

**I. TRADEMARKS**

Canada

| <u>Name/Product</u> | <u>Owner</u> | <u>Trade Mark Registration Number</u> | <u>Description of Wares</u>  |
|---------------------|--------------|---------------------------------------|--|
| SCADAP-11           | QEI          | TMA 299,922                           | telemetering systems and components namely supervisory control systems and components; computer software for mainframe and micro computers   |
| QUIND-ALARM         | QEI          | TMA 167,846                           | telemetering systems and components, namely supervisory control systems and components.  |
| QUINDAR             | QEI          | TMA 172,336                           | telemetering instrumentation, components and systems, namely telemetering equipment for controlling and monitoring   |
| QUINDAR             | QEI          | TMA 332,108                           | transmitters and receivers for telemetering systems; telephone lines and signaling equipment, namely, amplifiers, bridges, splitters and relays, remote monitoring, supervisory control and data acquisition systems |
| QUINETTE            | QEI          | TMA 172,337                           | telemetering systems and components, namely, supervisory control systems and components  |

United States

| <u>Name/Product</u> | <u>Owner</u> | <u>Trade Mark Registration Number</u> | <u>Description of Wares</u>   |
|---------------------|--------------|---------------------------------------|---|
| QUICS               | QEI          | 1,611,910                             | computers; computer peripherals; parts therefor; computer operating programs; computer utility programs; computer programs for use in monitoring, metering and control of the flow of fluids, gases, electrical power, and traffic in transportation systems; and instruction manuals distributed therewith   |
| QUINDAR             | QEI          | 1,524,202                             | line of telemetering products comprised of; various plug-in modules, which contain switches and/or indicator lights to transmit or receive signals relating to the status of events, and are thereby used to collect data or monitor or control certain processes, including frequency domain multiplexing, point status scanning, analog control and data transmission, audio tone signaling and digital signaling |
| QUINETTE            | QEI          | [expired]                             | telemetering systems and components, namely, supervisory control systems and components   |

## II APPLICATIONS

All current, pending and proposed applications for the registration of trade r in Canada and  
the United States in respect of the QUICS IV hardware and software designs



**SECTION 8 PROPOSED PROJECT PLAN**



The following proposed Project Plan shows the main milestones in weeks after award of contract. The time milestone indicates the end of the project activity. The total project completion time will not exceed .

#### PHASE I

| <u>Weeks<br/>after Contract</u> | <u>Project Activity or Milestone</u>                    |
|---------------------------------|---|
| Week 0                          | STC Bid Proposal accepted by City, P.O. issued          |
| Week 1                          | STC internal review of P.O.                             |
| Week 2                          | Project kick-off meeting                                |
| Week 2                          | Project schedule submitted to City                      |
| Week 4                          | BOM (Bill of Materials) submitted to City               |
| Week 6                          | City's Training on Database/Displays Generation         |
| Week 8                          | Hardware for SCADA System received at STC               |
| Week 10                         | Hardware staging at testing at STC                      |
| Week 10                         | Received copy of existing City's database/displays copy |
| Week 10                         | Standard software installed on system at STC            |
| Week 11                         | Application software installed on system at STC         |
| Week 12                         | Converted City's Database and Displays                  |
| Week 13                         | Internal FAT testing completed at STC                   |
| Week 14                         | FAT at STC  |
| Week 16                         | System shipment to City                                 |
| Week 18                         | System hardware installed at City                       |
| Week 18                         | STC software installation on site                       |
| Week 18                         | Operators' training on site                             |
| Week 18                         | System commissioning on site                            |
| Week 20                         | System Cutover by City                                  |



**SECTION 9 MAINTENANCE SUPPORT DESCRIPTION**



TO: All SURVALENT Stations Users

FAX #:

SUBJECT: Annual Maintenance & Support prices

DATE: December 19, 2003

PAGES: 4

**Standard Annual Software Support/Maintenance:**

| <u>System Size</u>   | <u>Windows Based</u> | <u>Alpha Based</u> | <u>VAX Based</u> |
|--|----------------------|--------------------|------------------|
| Single Remote workstation or HMI   | 1,500 \$/year        |                    |                  |
| Single Server<br>(Non-dual redundant system)<br>Plus number of control room workstations | 4,500 \$/year        | 7,350 \$/year      | 15,000 \$/year   |
| Dual redundant system<br>Plus number of control room workstations                        | 7,850 \$/year        | 9,800 \$/year      | 20,000 \$/year   |
| Quad redundant   | 14,850 \$/year       | 17,880 \$/year     | NA               |
| <sup>1</sup> Per control room workstation  | 750 \$/year          | 750 \$/year        | 750 \$/year      |

Standard service includes:

- Business hour Hot-line support, telephone support from 8:00 AM to 6:00 PM EST
- Support phone number is 905-826-5000 or 905-826-7237 ext 152 or ext 247
- Software enhancements.
- Annual software upgrade<sup>2</sup> Keep your system as new as the day it was installed
- Latest revision of PC software (Worldview, Qwindows or SCADA Explorer, ODBC, Transcription, etc...) available for download at any time from our Web page
- Effective January 1, 2004, emergency after hours support
  - Phone number is 416-893-7276
  - <sup>3</sup> A 500 \$ activation/utilization fee will be charged per call

<sup>1</sup> Control Room Workstation Definition: A workstation that is primary used to operate/control the SCADA system.

<sup>2</sup> For SURVALENT application software already purchased only. A once a year upgrade includes functional enhancements to the application modules already installed by the user. The upgrade will be scheduled within 90 days of support contract purchase. Any required hardware or operating system upgrades will be provided at an additional charge.

<sup>3</sup> The activation/utilization fee will be charged regardless of the nature of the problem.



Support/maintenance is for hardware/software that exists at the time of contract renewal. There will be an additional charge for any support required for installing or configuring new hardware or software applications.

**Discounts for Annual Maintenance Contracts:**

- 25% discount off of the annual maintenance fee if customer signs up for 3-year maintenance contract. Payment terms are net 30 days for the full 3-year amount.
- 3% discount if customer has a signed STC license agreement on file.
- 2% discount if the customer verifies and signs the attached system diagram and configuration specification. (or Users Group form if no system diagram)

**Non- Active Customers:**

- A customer will be considered not active if they are not on warranty or a support/maintenance agreement.
- A non-active customer will:
  - Not receive any hot line or technical support.
  - Not be able to access customer only area of the Survalent WEB site.
  - Not be able to download any PC based or Worldview application patches or enhancements.
  - Not be able to purchase any additional applications or upgrades to their system
  - Not receive after hours emergency support under any circumstances
- For a customer to re-instate maintenance/support, they must pay the maintenance/support contract fees retroactive to January 1, 2003.



## Frequently Asked Questions

Q. How do the discounts work?

A. If you have a dual redundant Alpha system with two non server control room workstations, purchase a 3 year agreement, a signed license agreement on file, and a current hardware and configuration data on file then your price would work out as follows:

|       |                 |  |
|-------|-----------------|--|
| Base  | 29,400 \$       | Dual redundant price for three years               |
| Plus  | <u>4,500 \$</u> | Two control room workstations for three years      |
|       | 33,900 \$       |  |
| Less  | 8,475 \$        | 3 year 25% agreement discount                      |
| Less  | 1,017 \$        | 3%, signed software license agreement discount     |
| Less  | <u>678 \$</u>   | 2%, signed configuration & system diagram document |
| Total | 23,730 \$       |  |

Q. What if I don't want annual hotline support/maintenance now, but want to use it in the future?

A. You have to pay for the maintenance at the current pricing retroactive to January 1, 2003

Q. Can I purchase/use hot line support on an hourly basis?

A. No

Q. What if I have already signed a three agreement in 2002, do I have access to the 24 hour hot line support number? If yes, at what price?

A. Yes, you have access to the 24 hour hot line support number. There is no additional charge other than the utilization charge of 500 \$ per call.

Q. What if I need to use the 24 hours hot line support number as a result of problem with the software, do I still need to pay the 500 \$ activation/utilization fee?

A. Yes, regardless of the reason why, if you use the after hours support, you must pay the 500 \$ activation/utilization fee

Q. What kind of support should I expect after hours?

A. The primary objective of the after-hours support program is to restore operation of mission-critical functionality. Some effort would be made for the loss of a workstation or the standby, but not as much as for a true emergency (e.g. loss of both servers, or the loss of alarms, a communication line, or the ability to perform controls, etc). If a problem can be corrected by means of an existing software patch, that patch will be sent via modem or e-mail. If a new software patch is required, an effort will be made to come up with a workaround until the developers are available the next day.



Q. What will the maintenance charge per HMI if I am already using Survalent in my Scada control room.

A. If you are already running Survalent as your Scada system, any additional substation HMI's will be charged at a rate of 750\$ per installed substation as opposed to the 1,500\$ per site.



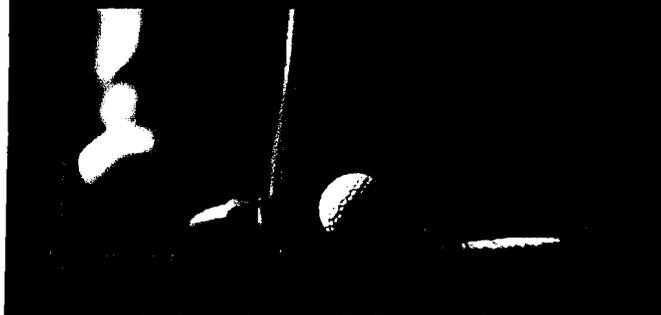


**ATTACHMENT 1 - SYSTEM FUNCTIONAL  
DESCRIPTION**

## Overview

**Survalent Technology** is a leading provider of SCADA software and hardware for automation solutions. Survalent delivers proven, reliable SCADA master software, station controllers, service and support to help companies worldwide gather data, display information, and control their systems.

Everything in life  
should be this easy



## Our Mission:

Our mission is to provide the most

**Reliable**

**Cost-Effective**

**User-Friendly**

SCADA software and support throughout the world.

## Experience:

Survalent Technology has been supplying leading-edge SCADA systems and accessories since 1964. With over 175 man-years of SCADA development experience and a 100% customer retention record, we are the premier supplier of SCADA systems to the automation industry.

## The Survalent Solution:

**Platforms:** Windows and OpenVMS SCADA. Survalent offered its first **Windows SCADA** solution in 1998, and has fielded more than 50 Windows systems worldwide. Survalent has been providing **OpenVMS SCADA** solutions for more than 30 years. OpenVMS is used extensively throughout banking, hospital, and military industries.

**Hardware:** Standardized on world-class, tested and proven components to provide a robust platform for service. **Windows SCADA** offers Dell® PowerEdge™ servers with Intel® processors, running Microsoft Windows Server 2003™. **VMS SCADA** offers leading edge HP® Integrity™ servers with Intel® Itanium2® processors. Components you can trust for reliability and best-in-class customer support.

**Software:** User-friendly, powerful, pre-installed, commissioned and tested, assuring total quality. Survalent SCADA software and Graphical User Interface (GUI) provides unparalleled ease-of-use, yet is feature rich, allowing simplicity up front, but capability as functionality is needed.

**Key Applications:** A powerful set of more than 40 modular software applications which allows users to take control of their data requirements: AGC, Remote Alarm Annunciation, Load Forecasting, Virtual RTU, and Web-Surv for a complete web browser GUI interface.

**Open Standards:** Survalent implements open standards for data access and control, including: ODBC, OPC, ICCP, SNMP, and DNP3.0. Survalent is a member of the MultiSpeak and Open Design Alliance.

**Station Controllers:** Survalent offers a complete line of Remote Terminal Units (RTUs) for easy integration. The **SCOUT Station Controller™** features multiple IED ports and a database capacity of 16,000 points. The **Hunter Station Controller™** features 12 direct AC inputs, with metering and waveform capture on all channels.

*Everything in life should be easy  
including your SCADA system.*



## Markets Served:

Electric  
Water  
Oil and Gas  
Transportation  
Industrial

Mission critical systems with industry leaders, such as: Sho-Me Power G&T, WAPA, Electricites NC, Tampa Bay Water, and Suncor Energy.

Our staff of industry experts understand customer requirements. Our applications provide solutions to customer needs. With consulting and representation partners throughout the world, Survalent provides unequalled service and support.

**Project Management:** Survalent provides experienced personnel for project oversight, assuring that requirements are identified, standards are met, and schedules are maintained.

**Commissioning:** All systems are Factory Acceptance Tested; a guarantee that the system is fully functional and ready for operation. Survalent technical personnel provide on-site commissioning of the system, ensuring the system operates to the customers' satisfaction.

**Training:** Survalent offer's factory training courses year-round for engineers and operators. Regional training sessions are held throughout the US each year, and all courses can be provided on-site.

**Support:** Survalent offers 24/7 hotline technical support. For customers on annual maintenance, on-line software updates, product enhancements, and updated manuals are available on a User Only website.

## Survalent is ISO 9001 Quality Certified

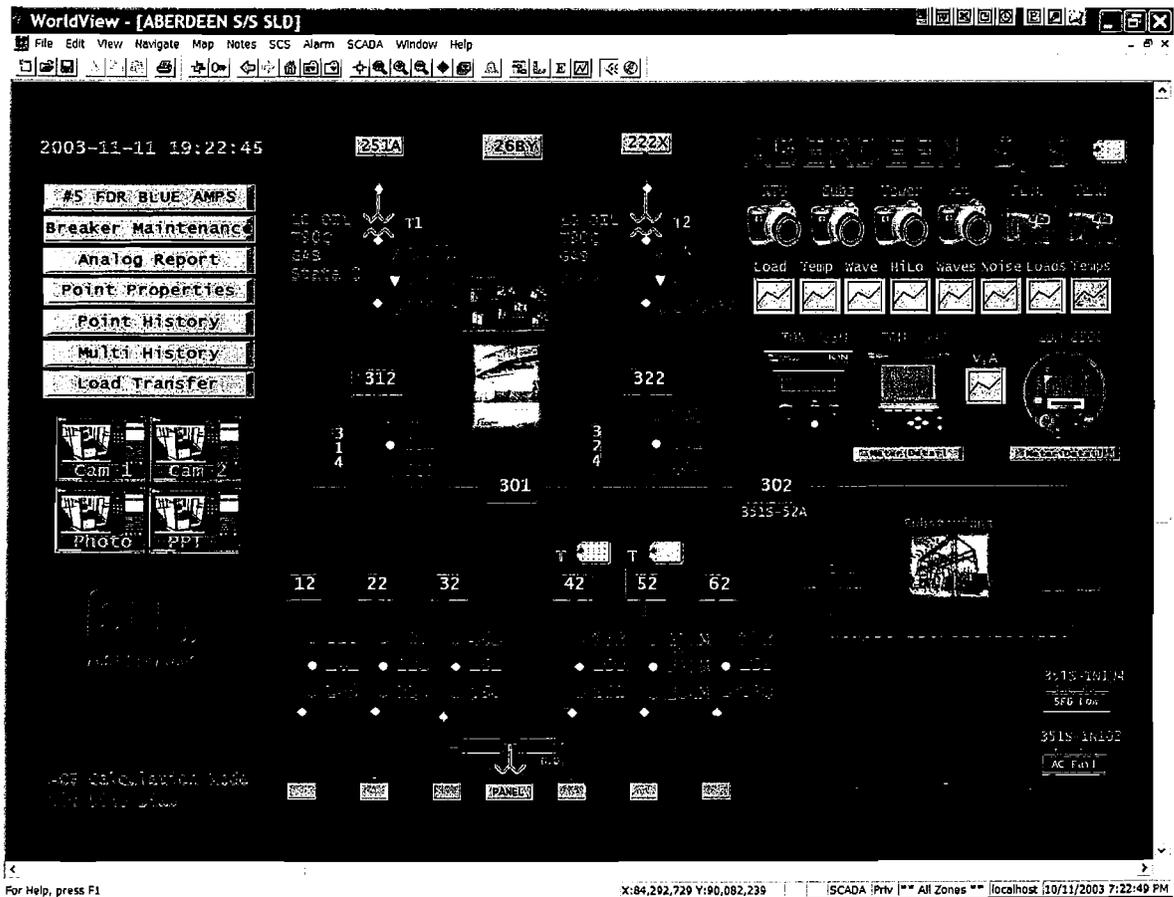


Survalent Technology  
2600 Argentia Road  
Mississauga, Ontario  
L5N 5V4 Canada



Visit Survalent Technology at  
[www.survalent.com](http://www.survalent.com) or call 905.826.5000

**WorldView** is a world map graphical user interface (GUI) for both the Windows and VMS SCADA systems. WorldView itself runs on Windows 95/98/NT/2000/XP, and operates as a client to the SCADA host computer. The WorldView application uses its own local copy of the map (stored on the PC's hard drive), on which it overlays dynamic analog and status data that is retrieved from the host computer. Operator actions, such as control and alarm acknowledgement, are forwarded to the host computer for execution.



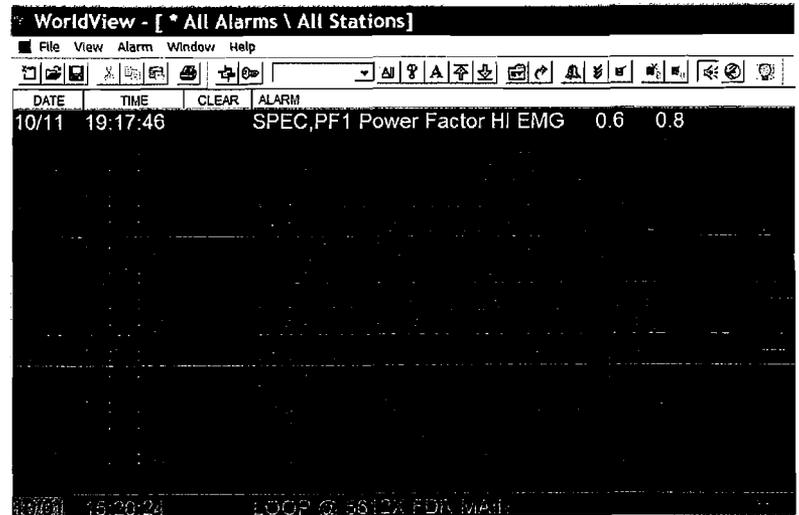
**World Map Display** consists of a high-resolution vector drawing of the owner's system, with the current analog values and status of devices superimposed on the drawing. It features sophisticated navigation tools such as pan, zoom (both continuous and incremental) and automatic declutter. Navigation within the map is a local function in the sense that the PC does not have to communicate with the host computer to modify the current view of the map except to obtain new point values.

Survalent Technology, 2600 Argentia Road, Mississauga, Ontario, Canada L5N 5V4  
Tel: (905) 826-7237, Fax: (905) 826-7144, sales@survalent.com, www.survalent.com

The map allows the operator to select displayed objects in order to issue or inhibit controls, acknowledge or block alarms, or modify operating parameters (such as limits). The world map display system accommodates a coordinate space of up to 1 billion by 1 billion world units.

**Alarm Display** shows a user-customizable list of alarms that are in the system. An operator can acknowledge and/or block alarms and to control the operation of the audible alarm from within the alarm display. The alarm selection criterion includes:

- Chronological or reverse chronological order of display
- Filtered by station, zone group and alarm priorities
- Typeface and size of text in the alarm displays
- View (and be able to unblock) blocked alarms
- View any combination of active, cleared, acknowledged or unacknowledged alarms



Users can create an alarm color-coding scheme that colors alarms by any combination of priority, and by active, cleared, acknowledged, unacknowledged status.

**Operator Summary Display.** This display shows operations messages that have been logged by the system. The display can be configurable by the operator via the following parameters:

- Filtered by alarm priority
- Filtered by station
- Filtered by zone group
- Filtered by specific database point
- Filtered by time range
- Typeface and size of text

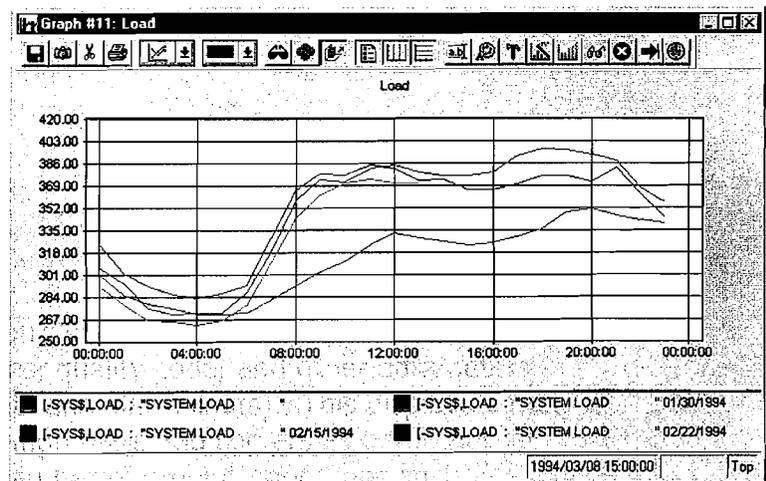
**Tabular Data Display** lists each station's status and analog points including the point names, descriptions, current values, quality code, and other parameters from the database (e.g. transition counts and alarm limits).. This display allows the operator to view points on a per station basis and servers as an operating display in the sense that the operator can perform point operations such as control, tag, alarm acknowledge or block, as well as modify operating limits and reset transition counts.

**Trend Graphs** display pixel-resolution graphs of historical and ad hoc data. The graphs are displayed in separate windows that can be moved, re-sized, and minimized to an icon. The graph displays are interactive, and allow the operator to quickly adjust the time frame, duration, and resolution of the graph.

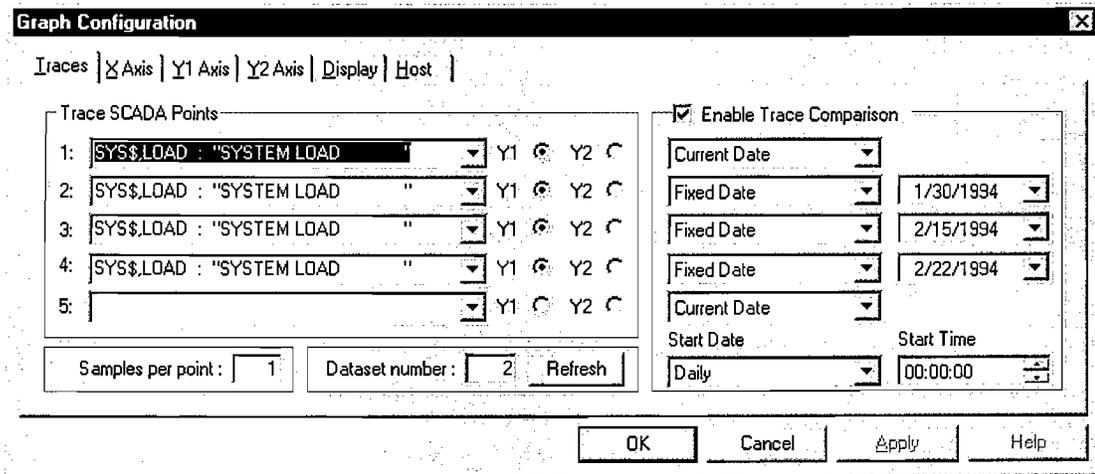
A trend graph window can plot up to five points from a common historical dataset, or use the "ad hoc" trending capability allows that trends of points whose values are not being collected in historical datasets. In such trend graphs, the samples can be collected in memory only, and are discarded when the trend graph is dismissed. Ad hoc trend graphs are definable with or without points, at the user's option. When invoking an ad hoc trend graph that is defined without points, the user can select up to five points to trend by browsing for them. Sample rates as low as 1 second is supported.

Adjustments possible through the pull-down menus and/or tool bar shall include the specification of:

- Dataset from which to draw the points
- Points in the dataset that are to be traced
- Two scale factors, each point being assigned to one scale factor or the other
- Type of graph (e.g. area, line, histogram, 3D)
- Color of each trace, type of point, width of line
- Color and spacing of grid, color of background
- Number of consecutive samples to average together (compresses the graph to show more time)

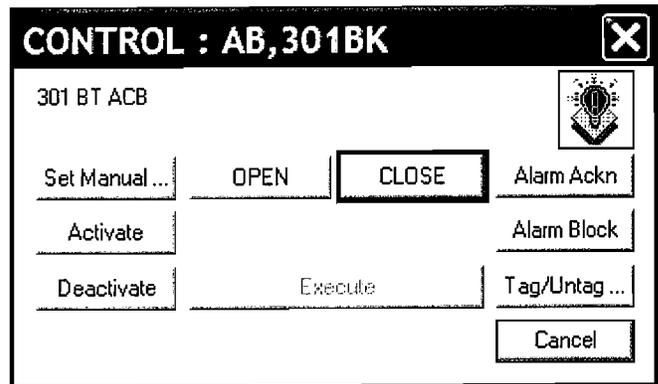


**Comparison Graphs** feature allows traces to be displayed in from multiple days in the same graph. Traces are plotted from left to right, with the time origin at the extreme left of the graph as a fixed time of day. The purpose of this is to allow you to observe the build-up of the current day's trace (e.g. load curve) against that of other days in the past (typically the days that contained last week's peak or the current month's peak, etc).

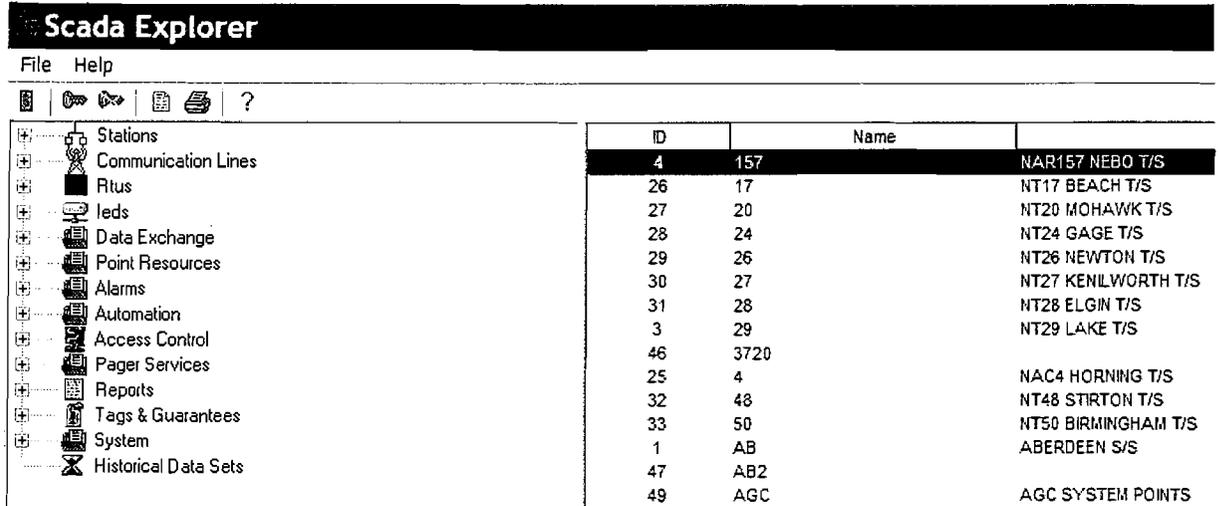


**Interactive Dialog Boxes** respond to operator selections for control. The dialog boxes are context sensitive, and present a customized control panel of pushbuttons that are appropriate to the item that is selected. If the item selected is a point, the title bar of the dialog box will display the point's name and description. Some functions (e.g. tagging) bring up additional dialog boxes. The operator functions that can be performed using the dialog boxes include:

- Open/Close/Execute
- Tag/Untag/Group Tag
- Alarm Acknowledge
- Alarm Block
- Set Manual (status points)
- Set Alarm Limits (analog points)
- Activate/Deactivate
- Note



**SCADA Explorer** is a friendly database editing environment for the Windows SCADA System. An intuitive graphical environment provides the user with ready access to ALL configuration settings.



**Scada Explorer**

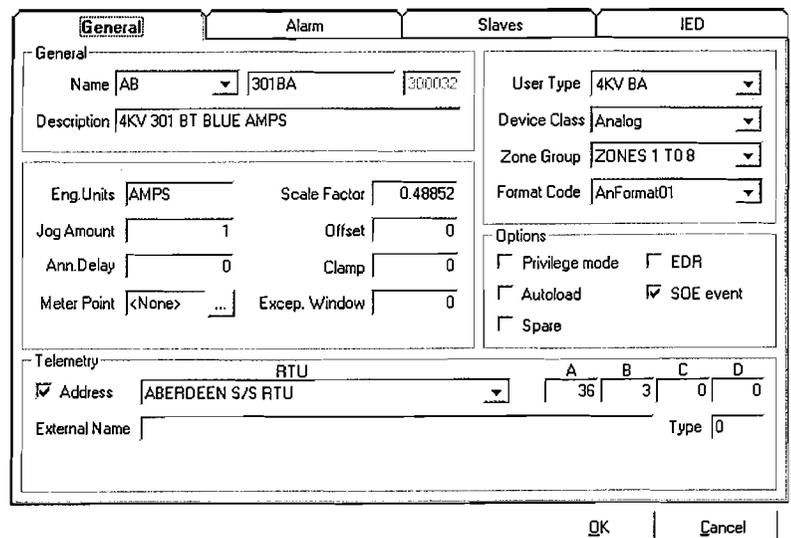
File Help

Stations  
Communication Lines  
RtUs  
Ieds  
Data Exchange  
Point Resources  
Alarms  
Automation  
Access Control  
Pager Services  
Reports  
Tags & Guarantees  
System  
Historical Data Sets

| ID | Name |                     |
|----|------|---------------------|
| 4  | 157  | NAR157 NEBO T/S     |
| 26 | 17   | NT17 BEACH T/S      |
| 27 | 20   | NT20 MOHAWK T/S     |
| 28 | 24   | NT24 GAGE T/S       |
| 29 | 26   | NT26 NEWTON T/S     |
| 30 | 27   | NT27 KENILWORTH T/S |
| 31 | 28   | NT28 ELGIN T/S      |
| 3  | 29   | NT29 LAKE T/S       |
| 46 | 3720 |                     |
| 25 | 4    | NAC4 HORNING T/S    |
| 32 | 48   | NT48 STIRTON T/S    |
| 33 | 50   | NT50 BIRMINGHAM T/S |
| 1  | AB   | ABERDEEN S/S        |
| 47 | AB2  |                     |
| 49 | AGC  | AGC SYSTEM POINTS   |

Since the development time is one of the most important contributors to total cost for any HMI/SCADA project, these tools are seriously considered by our users when evaluating the overall cost of the system, not only on the initial stage but also when considering future enhancements, expansions, and day to day maintenance.

Experienced automation and control users agree on the fact that the tools provided within SCADA Explorer have allowed them to save significant integration time. Complete systems have been integrated in a fraction of the time it would have taken to complete the project with other SCADA systems (in some cases, the total integration time is as little as 20-25% of the time required with other systems).



**General** Alarm Slaves IED

General

Name: AB 301 BA 300032

Description: 4KV 301 BT BLUE AMPS

Eng. Units: AMPS Scale Factor: 0.48852

Jog Amount: 1 Offset: 0

Ann. Delay: 0 Clamp: 0

Meter Point: <None> Excep. Window: 0

User Type: 4KV BA

Device Class: Analog

Zone Group: ZONES 1 TO 8

Format Code: AnFormat01

Options

Privilege mode  EDR

Autoload  SOE event

Spare

Telemetry

Address: ABERDEEN S/S RTU

External Name: Type: 0

OK Cancel

**Operations and Outage Accounting** records all status changes and control operations on an event data file.

An Equipment Editor allows you to specify the devices for which accounting is required. An Operations/Outage Accounting module, which runs every day, scans the event data file for the previous day and generates the required accounting data. Special-purpose report modules generate the Device Operations and Outage reports.

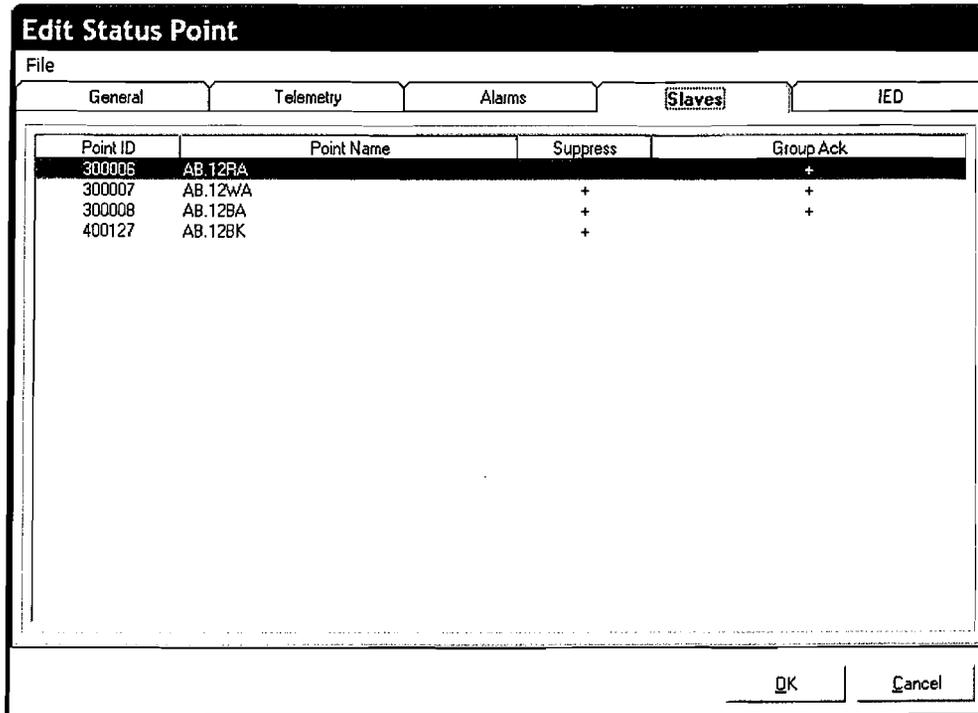
For operations accounting, the Accounting module counts operations found in the event data file. Separate counts are maintained for the number of operations caused by operator control and the number of operations caused by protective relaying. The program raises an alarm for any operation counts that have reached or exceeded user-defined warning limits.

For each breaker, the Device Operations report includes the time and date of the most recent operation, the number of days elapsed since the last operation, and the number of operations (caused by operator control, caused by protective relaying, and the total).

For outage accounting, the Accounting module produces a daily outage summary file. It also updates the total accumulated outage (duration) value for each breaker. Outages with durations of less than one minute and outages caused by operator control are excluded from the Outage report and from the total accumulated outage time.

For each outage, the Outage report includes the time and date of the start of the outage, the duration of the outage, and the last phase currents available immediately prior to the outage.

**Master/Slave Alarm** allows alarms to be filtered so only the real cause of the problem is presented on the alarm display. It allows the user to define a hierarchy of primary and secondary (master/slave) alarm point relationships. These relationships may be used for Alarm Suppression, and for Group Acknowledgement.



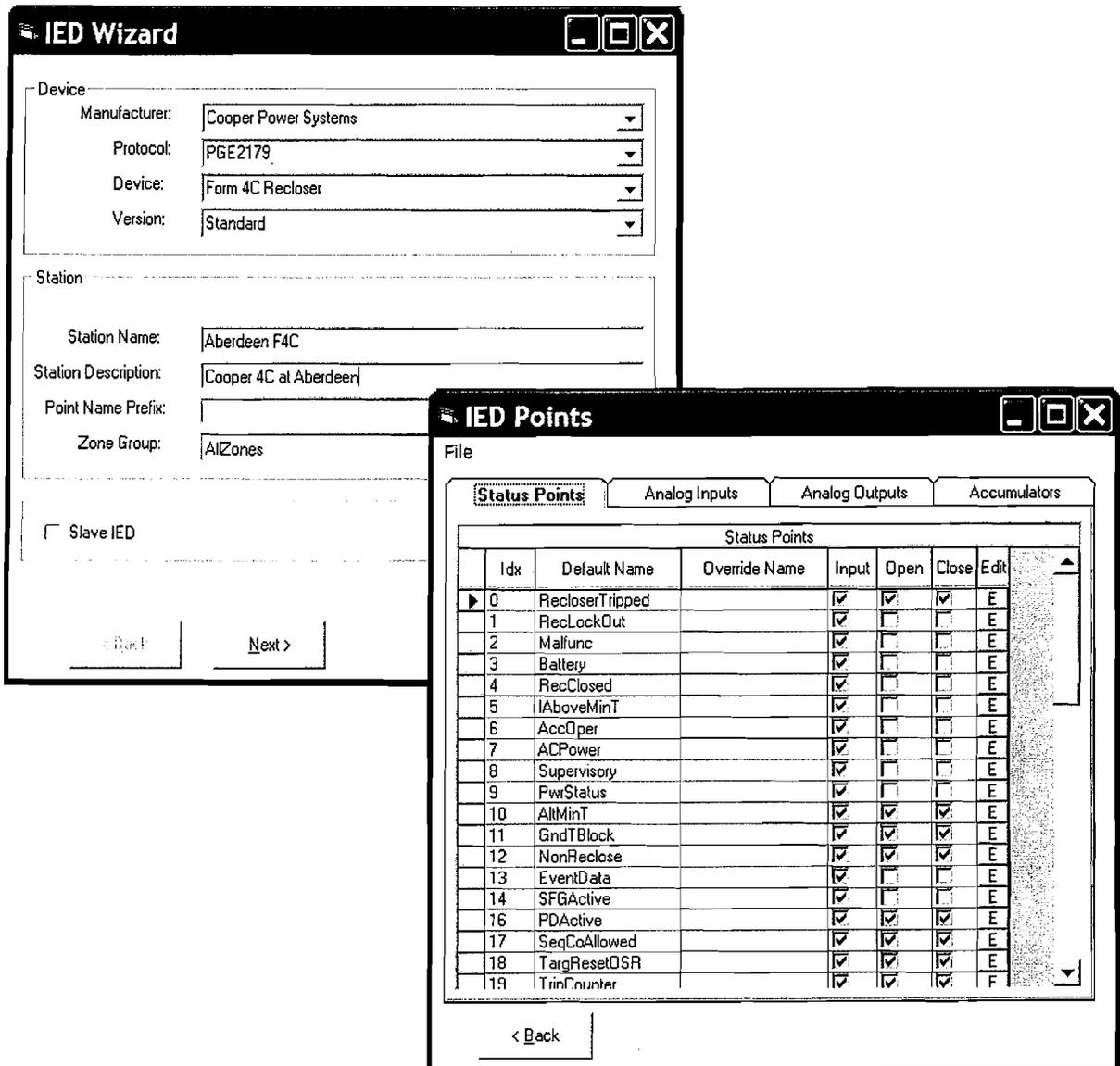
| Point ID | Point Name | Suppress | Group Ack |
|----------|------------|----------|-----------|
| 300006   | AB.12RA    |          | +         |
| 300007   | AB.12WA    | +        | +         |
| 300008   | AB.12BA    | +        | +         |
| 400127   | AB.12BK    | +        |           |

If the alarm suppression function is enabled for a particular master/slave relationship, then as long as the master point is in the alarm state, alarms on its slave points are suppressed (i.e. the alarm severity is reduced to zero). The suppression may be specified to be either time-limited or indefinite.

If the group acknowledgement function is enabled for a particular master/slave relationship, then whenever an alarm is acknowledged on the master point, its slaves are acknowledged as well.

Each master can have any number of slaves, each slave can have any number of masters, and a slave can also be a master and have slaves of its own.

**IED Wizard** is an application that automates the creation of the database points for supported IEDs. The database points are created for the SCADA system, and the mapping can be automatically downloaded to the SCOUT Station Controller for an IED that is slaved to the Station Controller.



The image shows two overlapping windows from the IED Wizard application. The 'IED Wizard' window is in the background, and the 'IED Points' window is in the foreground.

**IED Wizard Window:**

- Device:**
  - Manufacturer: Cooper Power Systems
  - Protocol: PGE2179
  - Device: Form 4C Recloser
  - Version: Standard
- Station:**
  - Station Name: Aberdeen F4C
  - Station Description: Cooper 4C at Aberdeen
  - Point Name Prefix: (empty)
  - Zone Group: AllZones
- Slave IED
- Buttons: < Back, Next >

**IED Points Window:**

- File menu
- Tabs: Status Points (selected), Analog Inputs, Analog Outputs, Accumulators
- Table: Status Points

| Idx | Default Name    | Override Name | Input                               | Open                                | Close                               | Edit |
|-----|-----------------|---------------|-------------------------------------|-------------------------------------|-------------------------------------|------|
| 0   | RecloserTripped |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | E    |
| 1   | RecLockOut      |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 2   | Malfunc         |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 3   | Battery         |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 4   | RecClosed       |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 5   | IAboveMinT      |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 6   | AccOper         |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 7   | ACPower         |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 8   | Supervisory     |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 9   | PwrStatus       |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 10  | AltMinT         |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | E    |
| 11  | GndTBlock       |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | E    |
| 12  | NonReclose      |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | E    |
| 13  | EventData       |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 14  | SFGActive       |               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | E    |
| 16  | PDAActive       |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | E    |
| 17  | SeqCoAllowed    |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | E    |
| 18  | TargResetDSR    |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | E    |
| 19  | TranfCounter    |               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | F    |

< Back

**External Clock Interface** allows the SCADA master to synchronize its computer time to that of the external (GPS) clock every minute. An alarm is raised if the SCADA system cannot read the clock.

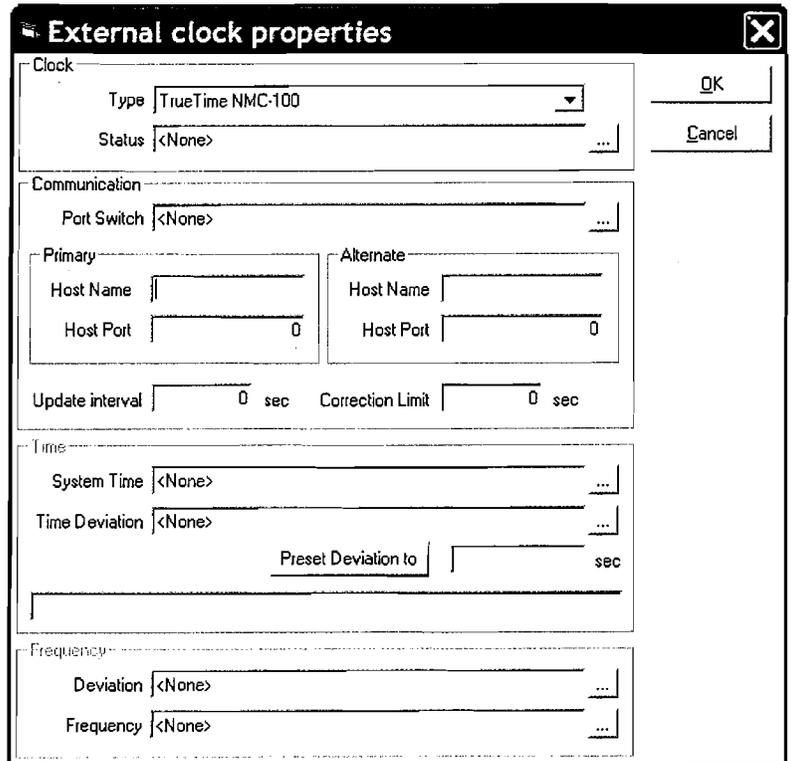
When outfitted with a Frequency and Time Deviation Monitor option, the clock provides, in addition to a GPS-based reference time, the following data:

- Line frequency (in mHz)
- Frequency deviation from 60 Hz (in mHz)
- System time based on line frequency
- Accumulated time deviation (in milliseconds) between the reference time and the system time

all of which are stored into the SCADA master database points. The system allows you to preset the time deviation to the clock. Both the frequency deviation and the time deviation points may be used as inputs to Automatic Generation Control.

External Clock Interface can also contain an RFC-868 compliant time server that allows other subsystems on the network to synchronize their time to that of the SCADA/HMI system. Any client can update its time as required by sending a UDP packet to port 37 on the SCADA master and picking up a UDP reply packet containing the SCADA/HMI system's time in GMT.

Dual redundant GPS clock configuration ready, in case of primary clock or communications failure.



**Event Data Recording** application provides a facility to record the following events:

- all status changes
- all changes for selected analog points (can be calculated points)
- all control actions
- all sequence of events (SOE) data
- all radio load shed commands

The event data is stored on disk in an online data file that can contain up to 30 days of event data. Sequence of events data is time stamped to milliseconds (subject to the capabilities of the RTU). All other events are time stamped to seconds.

For purposes of analysis, you can request reports of event data filtered by:

- event type
- point name (with wildcards)
- date and time range

On command, or on schedule, online event data may be dumped into offline files for backup to tape. These files may be recovered at a later date and reported on in the same way as for online event data.



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## New Application

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**New Application**  
**Disturbance Capture**

**Disturbance Capture**, available for both VMS and Windows SCADA, allows the user to analyze the entire state of the system leading up to, and after a disturbance. All changes in analog and status points system-wide are recorded when a user defined disturbance is detected.

### Features:

Users can define the pre- and post-disturbance duration and sampling rates.

- The pre-disturbance duration can be set from 1 to 15 minutes, with a sampling rate of 15 seconds to 15 minutes.
- The post-disturbance duration can be set from 1 to 15 minutes, with a sampling rate of 5 seconds to 15 minutes

In the example below, all status and analog points system-wide are sampled at 15 second intervals. When a disturbance is detected, the analog sample rate is increased to 5 seconds for 5 minutes. After 5 minutes, a capture file is created. The capture file contains the 15-second samples for 5 minutes before the disturbance ,plus the 5 minutes' worth of 5 second samples recorded immediately after the disturbance.

**Disturbance Capture Settings**

General

Capture every 15 sec before disturbance      Capture every 5 sec after disturbance

Start capturing 5 min before disturbance      Stop capturing 5 min after disturbance

| Status Points |            | Analog Points |                     |
|---------------|------------|---------------|---------------------|
| Point         | Level      | Point         | Level               |
| AB.12BK       | Abnormal   | AB.12BA       | HI Pre-Emergency    |
| AB.301BK      | Any change | AB.12BV       | LO Pre-Emergency    |
|               |            | AB.12RA       | HI Pre-Emergency    |
|               |            | AB.12RV       | LO Pre-Emergency    |
|               |            | AB.12WA       | HI Pre-Emergency    |
|               |            | AB.12WV       | LO Pre-Emergency    |
|               |            | AB.301BA      | Any Limit Violation |
|               |            | AB.301RA      | Any Limit Violation |
|               |            | AB.301WA      | Any Limit Violation |

Point Browser      OK      Cancel

The Disturbance Capture editor allows the user to specify which points can trigger disturbance captures, and for each point, what would signal a disturbance. Points can be drag-and-drop into the disturbance capture settings box, and right-clicked to set the state or limit.

Status can trigger a disturbance capture for a change of state:

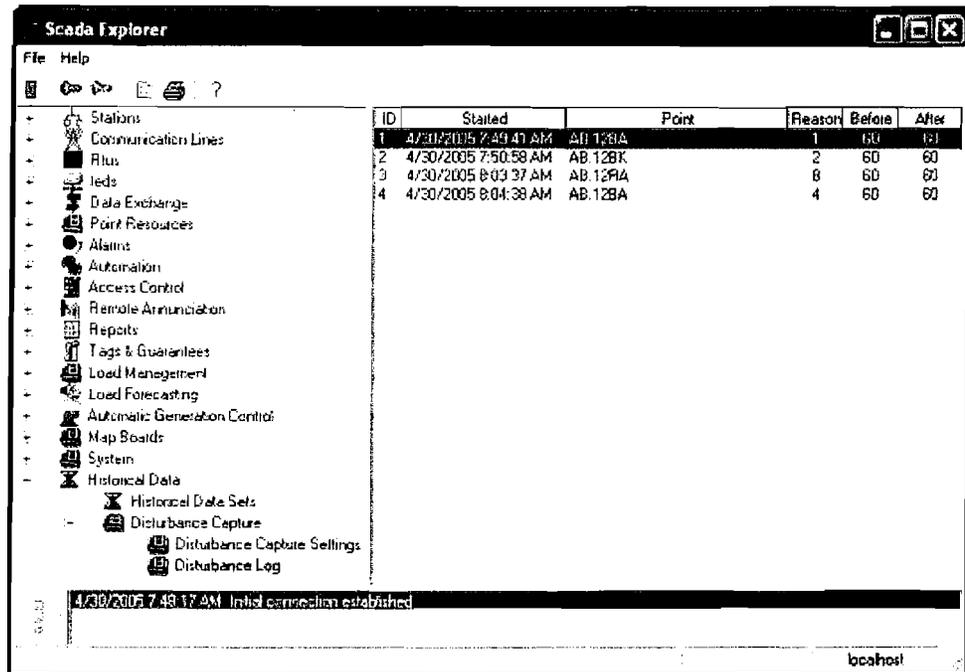
- Abnormal
- Open
- Closed
- Any change

Analog points can trigger a disturbance capture for any limit violation:

- Low Pre-Emergency
- High Pre-Emergency
- Low or High Pre-Emergency
- Low Emergency
- High Emergency
- Low or High Emergency
- Low Unreasonable
- High Unreasonable
- Low or High Unreasonable
- Any Limit Violation

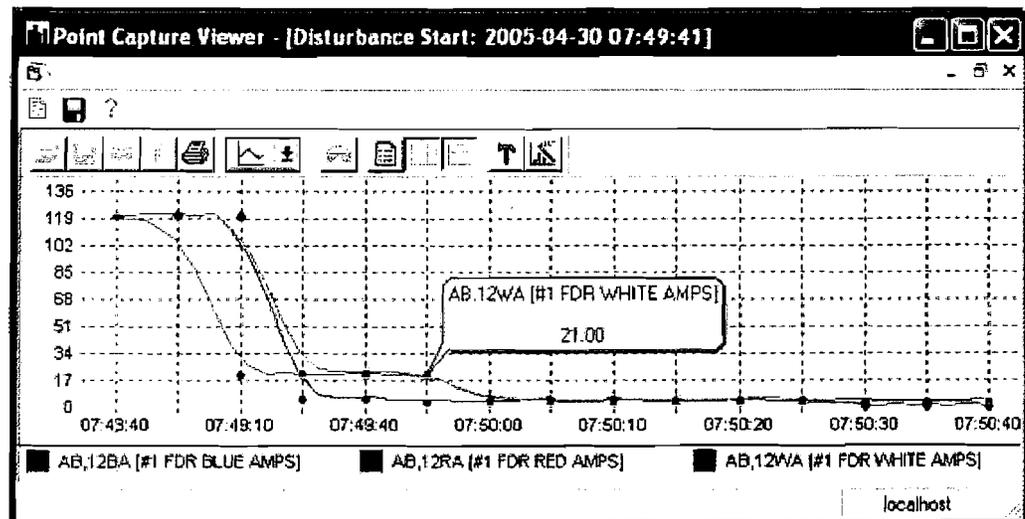
Disturbance Capture keeps a log of all disturbances, detailing the date and time of the disturbance, the

point that triggered the disturbance, the reason code, and the recorded length pre- and post-disturbance. For Windows SCADA, the Disturbance Capture settings and log are accessed through SCADA Explorer.



There is no limit (other than that imposed by disk space) on the number of disturbance capture files that can be accumulated.

Disturbance Capture includes the **Point Capture Viewer**, which allows users to analyze points from anywhere in the system, for a given disturbance.



The Point Capture Viewer also allows the user to select any disturbance file and export it to Microsoft Excel for further analysis.

### Benefits:

- Allows the user to analyze the entire state of the system leading up to, and after a disturbance
- Records all changes in analog and status points system-wide
- Define pre- and post-disturbance duration and sampling rates
- Specify which points can trigger disturbance captures, and for each point, what would signal a disturbance
- Includes Point Capture Viewer to analyze points from anywhere in the system
- Export any disturbance file to Microsoft Excel for further analysis

**[Click Here to Request a Quotation for Disturbance Capture!](#)**

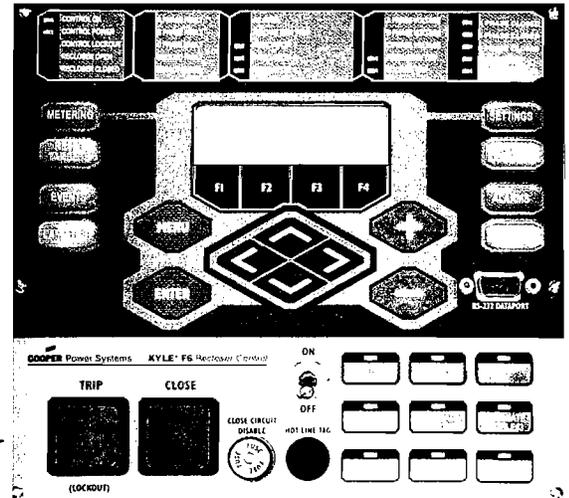
**| Contact Survalent**  
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## Overview

**Control Panel** is a rapid graphical user interface (GUI) development tool for WorldView. It allows operators to interact with a graphic representation of an intelligent electronic device (IED), just like they were standing in front of it. It is based on a library of control panel templates designed for the most common IEDs available on the market.

## Features:

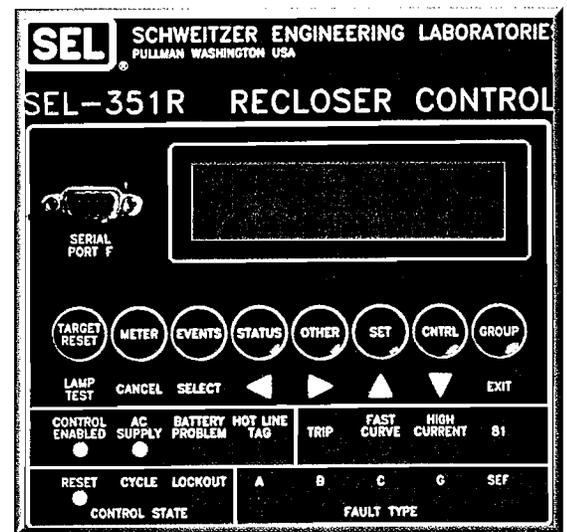
For each IED in the station, you simply select the template and specify the station name of the IED. The Control Panel editor takes care of instantiating all of the indications and controls. It can't be much simpler. If you don't quite like the templates that we provide, you can customize them or create new ones of your own. Control Panel allows you have an IED represented by an image on which dynamic elements are superimposed. These dynamic elements not only display current values of the points in the IED, but also allow you to issue controls and setpoints. For HMI applications, it is particularly useful to represent an IED in the SCADA map using a representation of the IED's front panel. This feature simplifies the learning process, and helps to overcome the initial reaction to operating from a computer rather than directly from the actual device.



The Control Panel need not be a graphic of an IED, but can be a graphic of anything the user wants to superimpose dynamic element on. For example, a picture of a pump can be used with indication and control points superimposed on the picture. Several graphic formats can be used, including .jpg, .gif, and .bmp. When used in conjunction with the IED Wizard, Control Panel greatly reduces the graphic development time of setting up IED's for the SCADA map.

## Benefits:

- Rapid SCADA GUI development tool
- Increases operator confidence in data from IEDs
- Reduces development time with pre-designed templates for common IEDs
- User configurable to create custom templates for any IED faceplate
- Supports multiple graphic formats, including .jpg, .gif, and .bmp.



**Command Sequencing** is an easy-to-use high-level programming language which is specifically designed to be used with SURVALENT® systems. It allows you to define and execute programs which use database points as variables. Command Sequence programs can be used for calculations, open-loop control or switching sequences and for closed-loop control.

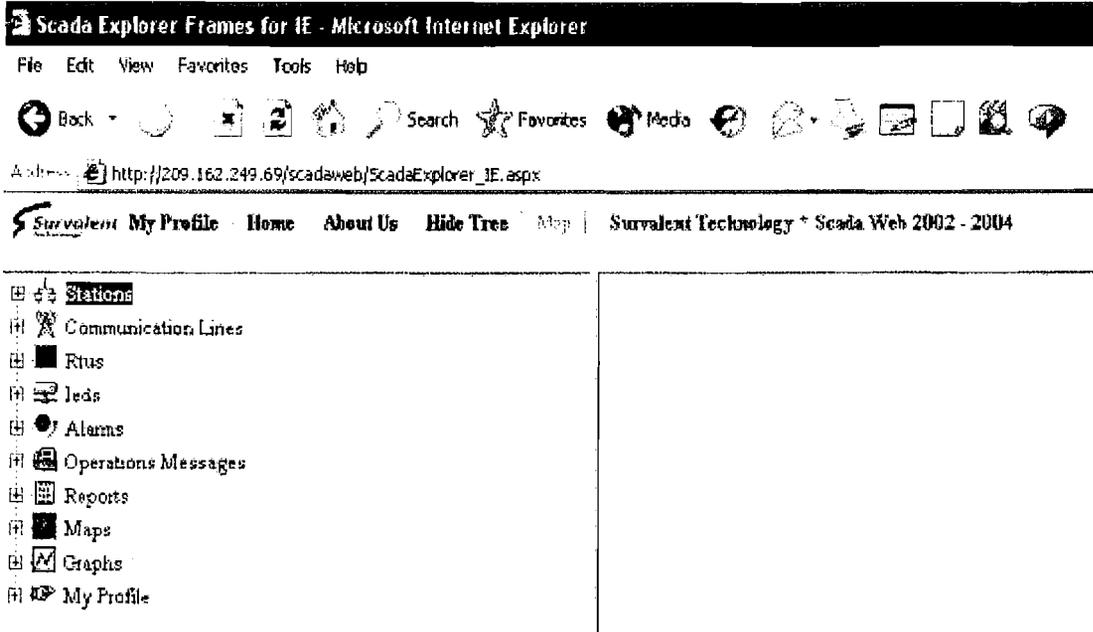
Features of the Command Sequencing language:

- Arithmetic and boolean operators and expressions.
- Circular, exponential and logarithmic functions.
- Minimum, maximum, absolute value and modulus functions.
- Delay, get time, get date functions.
- Comparison and test with branch forward or backward to labels.
- Issue controls and setpoints, raise alarms and trigger reports.
- 52 temporary variables per program.
- Arrays of constants or database points.
- Comments fields.
- Call other command sequences as subroutines.
- Execute user-written functions.
- Two-dimensional table lookup with planar interpolation.
- AGA-8 supercompressibility function.

A command sequence program may be started and stopped from the command sequencing editor, or via a pushbutton menu in WorldView®, or it may be triggered automatically by a status change.

Applications of command sequencing have included hydro-electric generator control based on hydraulic tables, load curtailment via load shedding and voltage reduction and under-frequency load shedding.

**Web Server** provides a web browser interface to your Windows SCADA system. The application includes SCADA Replicator, which provides real-time replication of the entire SCADA database to an SQL server. Access to SCADA system information can be shared enterprise wide, without user having to be trained to use WorldView operator interface.



The browser interface combines many of the common features that are available in both WorldView, and SCADA Explorer. You can drill-down for point, communication line, RTU, IED, alarm, operation messages, and report information, as well as bring up interactive maps and graphs just as they are displayed in WorldView.

Scada Explorer Frames for IE - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Home Search Favorites Mode

Address: http://209.162.249.69/scadaweb/ScadaExplorer\_JE.aspx

Survallent My Profile Home About Us Hide Tree Map Survallent Technology - Scada Web 2002 - 2004

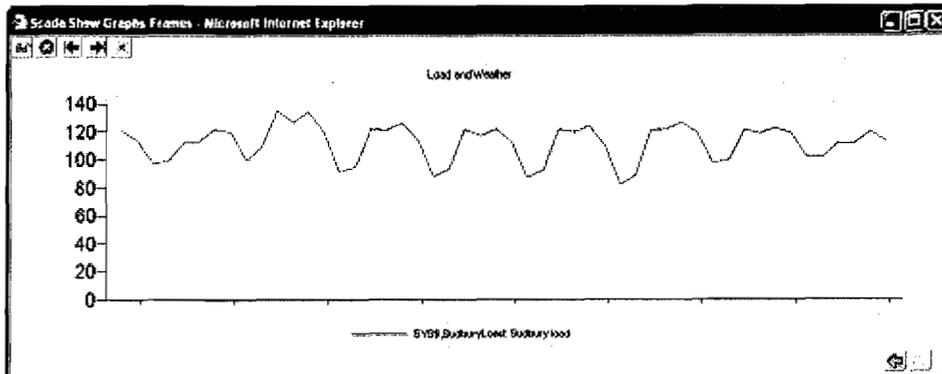
- Stations
- Communication Lines
- RtUs
- Teds
- Alarms
  - All Alarms
  - Unack'd Alarms**
  - Outstanding Alarms
  - Blocked Alarms
  - Priority 4 Alarms
  - Custom
- Operations Messages
- Reports
- Maps
- Graphs
- My Profile

Alarms Unack'd Alarms

1 2 3 4 5 6 7 8 9 10

| Time                | Text                                     |
|---------------------|--|
| 2004/09/10 08:59:25 | AB 12VA #1 FDR BLUE AMPS HURCAN 150 150  |
| 2004/09/10 08:59:25 | AB 12VA #1 FDR WHITE AMPS HI PRE 110 100 |
| 2004/09/10 08:59:25 | AB 12VA #1 FDR BLUE AMPS HI PRE 110 100  |
| 2004/09/10 08:59:25 | AB 12VA #1 FDR BLUE AMPS HI PRE 110 100  |
| 2004/09/10 08:59:25 | AB 12VA #1 FDR WHITE AMPS AD EMP 150 150 |
| 2004/09/10 08:59:25 | AB 12VA #1 FDR WHITE AMPS HURCAN 150 150 |
| 2004/09/10 08:59:25 | AB 12VA #1 FDR WHITE AMPS HI PRE 110 100 |
| 2004/09/10 08:59:25 | AB 12VA #1 FDR BLUE AMPS HI PRE 110 100  |

Web Server displays alarm summaries, operation messages, and reports just as it does in WorldView. Preset views are included; however, you can create as many custom views and reports as needed.



No client-side software is required to access the Web Server; all you need is a web browser (a free plug-in from Adobe is required to view SVG maps).

Since Web Server is an off-loaded application, client workstations making request for SCADA information have no impact on the SCADA system itself. All request are made to the Web Server, which is up-to-date in real-time from Survalent's Replicator application.

**Switch Order Preparation** application includes both switch orders and guarantees (guarantees are also commonly known as clearances). The Switch Order Preparation application is accessed through WorldView. For Windows SCADA systems, switch orders and guarantees are setup through SCADA Explorer.

### Edit Order To Operate #000003 ✕

Title:

Job #:  Agent

Reason:

Created  Changed  Checked By

| Seq # | Apparatus/Location | Switching Operation | Tag Type/No |
|-------|--------------------|---------------------|-------------|
| 1x    | AB,12BK<br>12 ACB  | Check Open and Tag  | FU          |
| 2x    | AB,22BK<br>22 ACB  | Check Open and Tag  | I           |
| 3x    | AB,32BK<br>32 ACB  | Check Open and Tag  | I           |

---

A switch order is a sequence of steps involving both switching operations and tags that produce conditions for which a guarantee may be issued. Each switch order can contain up to 200 steps. Both Order To Operate and Restoration Orders can be created, executed, and printed.

Guarantees are database forms that allow you to define, issue and surrender condition guarantees complete with tags. Each guarantee can have up to 50 tags associated with it.

**Remote Alarm Annunciation** adds the ability to send an e-mail and/or page for alarm messages. Users may define which points are annunciated in this fashion, and for each point, which alarms (e.g., which states for a status point and which limits for analog point).

Pagers can be identified in up to eight groups, with up to 30 pagers per group. For each group, the user can specify the telephone number of the paging computer, and the alarm priorities and areas of responsibilities of the alarms that are to be sent to those pagers. The same alarm may be directed to multiple pager groups.

The user can define a schedule for remote alarm annunciation so that it becomes active automatically after business hours and deactivates automatically in the morning. Users may also specify:

- *annunciation time delay*, so that if someone is in the building but not in the control room, he/she will have time to come back to the control room and respond to the alarm before someone is paged
- *re-annunciation time interval*, such that if the alarm is not acknowledged after this time interval, the page will be re-issued.

**Currently supported protocols by operating system:****OpenVMS**

- DNP 3.0 (Serial and TCP/IP)
- IEC-870-5-101
- UCA2.0
- Modbus (Serial and TCP/IP)
- QUIN
- QUICS IV
- QPLH2
- Tejas Series 3 and 5
- Landis & Gyr 8979
- Willowglen
- Systems Northwest SCOMM11
- Allen Bradley DF1
- Texas Instruments TIWAY
- Wesdac
- RTC 1032
- DACP

**Windows®**

- DNP 3.0 (Serial and TCP/IP)
- Modbus (Serial and TCP/IP)
- QUIN
- QUICS IV
- QPLH2
- Tejas Series 5
- Allen Bradley DF1

Survalent Technology is continuously developing protocol interfaces in order to keep our customers' systems open and up to date. If you are looking for a protocol that is not listed above, please check with our Technical Department as this is just a partial list of the protocols available with our systems.



## SCADA MASTER STATION

## TECHNICAL DESCRIPTION

### IMPORTANT NOTE

***THE FOLLOWING IS A STANDARD DESCRIPTION OF OUR SCADA MASTER STATION SOFTWARE. SOME OF THE APPLICATIONS AND PROGRAMS ARE OPTIONAL PACKAGES, AND ARE SUPPLIED UNDER A SEPARATE LICENSE.***

***PLEASE REFER TO THE "LIST OF DELIVERABLES" IN THE PROPOSAL FOR THE SOFTWARE PACKAGES THAT ARE INCLUDED IN OUR BID.***



The DNP 3.0 and Modbus protocols are standard features of our master station. We have communicated with many foreign devices using these protocols, including PML meters, ABB TPU and DPU relays, Schweitzer relays and other manufacturers' RTUs and PLCs.

The Telegyr 8979 scan task is designed to communicate with one or more devices conforming to the Landis & Gyr Telegyr 8979 protocol over serial asynchronous communication lines. Tejas Series V, QUICS IV, and Allen-Bradley protocols are also available. These scan tasks reside in the server computer; the user assigns each individual serial communication port to a specific protocol. Different devices can be mixed on the same communication line, as long as all of them are compliant with the published standards for that protocol.

The parameters for control time-out, accumulator freeze, and all-data (integrity) polls are user-adjustable, using the system editors. For devices such as tap changers, the ability to do direct control is available.

#### **Sequence of Events Recording**

This feature is a standard package. Along with basic SOE, we also have an application for Event Data Recording. This allows recording of the following events:

- All status changes
- All changes for selected analog points
- All control actions
- All SOE data

The events are stored on disk, with a capacity of 30 days storage. The file can then be filtered by event type, point name, and time and date range.



### Areas of Responsibility

The standard software has 128 Areas of Responsibility. Any combination of the 128 zones may be assigned to each data base point, to each printer, to each operator, and to individual passwords.

This provides the ability to restrict (or allow) certain functions, such as:

- Audible alarm annunciation
- Ability to acknowledge alarms
- Logging of alarms
- Defining which points are listed on alarm displays
- Control of field devices
- Tagging or un-tagging

### Alarms

Below are two typical dialog boxes for an analog and a status point. The different fields allow Customization of alarm limits, priorities, and areas of responsibility.

**Analog Point Properties**
✕

**Point**

Name:  PID:

Point Type:  Description:

Device Class:  Zone Group:

**Telemetry**

|              | CL                                | RTU                            | A                                | B                                   | C                                |   |
|--------------|-----------------------------------|--------------------------------|----------------------------------|-------------------------------------|----------------------------------|---|
| Address:     | <input type="text" value="1"/>    | <input type="text" value="1"/> | <input type="text" value="128"/> | <input type="text" value="0"/>      | <input type="text" value="128"/> | Engineering Units: <input type="text" value="VOLTS"/> |
| Window:      | <input type="text" value="0"/>    |                                | Scale Factor:                    | <input type="text" value="1.1236"/> |                                  | Zero Clamp: <input type="text" value="0"/>            |
| Format Code: | <input type="text" value="NORM"/> |                                | Offset:                          | <input type="text" value="0"/>      |                                  | Jog Amount: <input type="text" value="1"/>            |

Trend  
 Auto-Load

**Alarm**

|           | Lower                             |                                   |                                   | Normal                         | Upper                             |                                   |                                   | Rate Of Change                      |
|-----------|-----------------------------------|-----------------------------------|-----------------------------------|--------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|
|           | Unreas.                           | Emerg.                            | Pre-Emerg.                        |                                | Pre-Emerg.                        | Emerg.                            | Unreas.                           |                                     |
| Limit:    | <input type="text" value="2000"/> | <input type="text" value="2160"/> | <input type="text" value="2250"/> | <input type="text" value="1"/> | <input type="text" value="2520"/> | <input type="text" value="2640"/> | <input type="text" value="2700"/> | <input type="text" value="100000"/> |
| Severity: | <input type="text" value="3"/>    | <input type="text" value="3"/>    | <input type="text" value="3"/>    | <input type="text" value="1"/> | <input type="text" value="2"/>    | <input type="text" value="3"/>    | <input type="text" value="3"/>    | <input type="text" value="0"/>      |
| Voice:    | <input type="text" value="0"/>    | <input type="text" value="0"/>    | <input type="text" value="0"/>    | <input type="text" value="0"/> | <input type="text" value="0"/>    | <input type="text" value="0"/>    | <input type="text" value="0"/>    | <input type="text" value="0"/>      |

Deadband:    Annunc. Delay:  (Sec)

Task Name:  Meter Point:

Positive  
 Negative



**Status Point Properties**

**Point**

Name: AB\_302BK      PID: 30127

Point Type: BREAKER      Description: 302 BT ACB

Device Class: SUSTAINED ALARM      Zone Group: ZONE 2

---

**Telemetry**

|            | CL | RTU | A   | B | C | D |                           |
|------------|----|-----|-----|---|---|---|---------------------------|
| Address:   | 1  | 1   | 100 | 0 | 0 |   | Format Code: SNGL         |
| Control-0: | 1  | 1   | 7   | 0 | 0 | 1 | Normal State: 0 (0/1)     |
| Control-1: | 1  | 1   | 8   | 0 | 8 | 1 | Control Interval: ...     |
|            |    |     |     |   |   |   | Response Timeout: 5 (Sec) |

---

**Alarm**

|              | State 0 | State 1 | State 2 | State 3 |              |
|--------------|---------|---------|---------|---------|--------------|
| Severities:  | 4       | 4       | 4       | 4       | N2,"N1,"D,"C |
| Voice Codes: | 0       | 0       | 0       | 0       |              |
| Prefix:      | OPEN    | CLOSE   |         |         |              |
| Suffix:      | OPEN    | CLOSE   | STATE2  | STATE3  |              |

Alarm Format Code: 130 Refresh

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

Prefix-Suffix Code: 3 Refresh

Meter Point: \_\_\_\_\_

Annunciation Delay: 2 (Sec)

OK      Cancel

All alarm lists are also Customizable for color, font, chronology, and format. Any alarm can also be selected as an input to the paging system, which uses a modem to access a Paging Provider.

### Historical data and Hierarchical Data Collection

By allotting 1 GB of disk space, up to 160,000,000 historical points can be stored on line, using the system disk (not off-line, as with a tape or CD.)

The system provides a historical data collection facility that allows the user to define the points that are to be sampled, the sample frequency and how long to retain the sample data. In each dataset, the oldest samples should be overwritten by the newest.

The collected historical data can be graphed, reported, exported to Excel (using the optional Excel export function) and transcribed to relational databases (using the optional transcription program).

The historical data software is capable of sampling at intervals as low as 1 second. There is no upper bound on the duration of samples held within each dataset, other than the size



of the disk file used to store the historical data. This file is configurable to accommodate up to 160 million samples.

The historical data software allows the user to specify recording of statistics in the sample records. These statistics include time averages, summations, maximums and minimums, and times of maximums and minimums, and are based on user-settable observation intervals.

The system also allows the user to create "secondary" datasets that extract information from primary datasets. For example, a primary dataset could contain 15-second samples for several days. A secondary dataset could extract daily maximums and minimums, as well as the times of the maximums and minimums, and record these for several years.

### **Calculations**

The system includes a periodic calculations program that allows the user to define both arithmetic and boolean calculations.

The built-in functions that are available include the following:

- Arithmetic (+, -, \*, /) operations
- Boolean (AND, OR, XOR, NOT) operations
- Comparisons (GT, LT, EQ, etc)
- Trigonometric functions (sine and cosine)
- Exponential and natural logarithm
- General digital filter
- Minute/hourly/daily/weekly/monthly sample
- Minute/hourly/daily/weekly/monthly reset
- Average over time
- Current date and time
- Accumulated time open/closed
- Hourly/daily maximum, minimum and average
- Normalized rate accumulation
- Interlock (inhibit control)
- Setpoint Deviation
- AGA-3 and AGA-7 corrected flow calculations (using either NX-19 or AGA-8)
- Electrical power functions (apparent KVA, current imbalance, total demand)

In the list above, the sample functions copy values from one point to another. The reset functions reset point values to zero. The interlock function applies a control-inhibiting interlock (but not a tag) to a set of control points if an associated status point (typically telemetered by a key switch) is set. The setpoint deviation function calculates the difference between a setpoint and its corresponding feedback point, but delays the calculation for a user-settable time period after each new setpoint command.



It is also possible for the user to create Custom complex functions using expressions and a high-level language similar to or identical to that offered in the Command Sequencing option.

## **Reports**

The system supports a report generation capability that allows the user a high level of flexibility in the definition, formatting and scheduling of database reports. The system allows the user to schedule reports for automatic printing or saving to hard disk files (for subsequent transfer to CD or tape).

### **Report Definition**

A report editor allows the user to define the format of the report, selection criteria for the points to be included in the report, and information to be listed for the points selected for inclusion

Point selection criteria for inclusion in a report include the following:

- points in specific "point type" categories
- points in different station groups
- points in specific zone(s) of responsibility
- points associated with a specific communication line
- points that are manually set
- analog values which are in overrange condition
- points that are tagged
- points in alarm condition

The data that can be defined for inclusion in a report format include:

- point address, name, type, and description
- current value or status of the point
- daily minimum and maximum values plus the times of their occurrences
- analog point alarm limits (3 high, 3 low, rate of change, dead bands)
- analog point scaling factor and engineering unit label
- zones of responsibility assigned to a point
- status point transition count
- column or row subtotals and averages

### **Report Scheduling**

The system includes a scheduling facility that the operator can use to define the schedules and destinations for all reports. All reports defined by the user on the SCADA system are automatically listed on the report schedule display.



It is possible to direct a scheduled report to multiple printers, one or more of which can be directories on disk. The operator has the ability to designate a backup printer to which reports will be automatically re-directed in the case of a printer failure. Any scheduled reports that cannot reach a functioning printer are spooled to hard disk files, which can be retrieved and printed at later time.

### **Application-Generated Reports**

The report definition process allows for the easy integration of reports generated by external programs. The system includes report-generating applications for the following purposes:

- Operator Event Log. This application shall list the contents of the system event log, and allow filtering of the data by time range, alarm priority, zones, or restricted to any database point of interest.
- Tagged Devices Report. This application shall list all the points that are currently tagged in the system by name, description and tag(s). For each tag the date/time stamp, tag type, and operator comments shall be listed.
- WorldView Page Report. This application shall print any defined view from the WorldView map (on a printer with suitable color graphics capability).

### **Tagging**

The system allows operators to inhibit control of devices by means of a secure, multi-level tagging feature. This feature allows operators to apply up to eight tags to each point, each tag being stored with a date/time stamp and optional operator-entered description. Every tag and untag operation is logged.

The user has the capability to configure a Custom set of tag types that are mapped to four basic types listed below:

- Inhibit ON and OFF controls
- Inhibit ON control only
- Inhibit OFF control only
- Information only (no control inhibit)

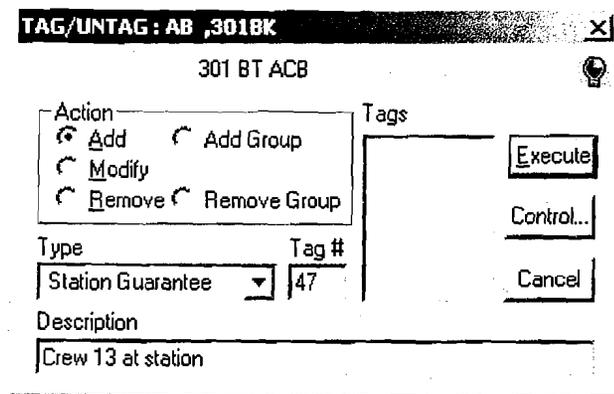
For example, a tag type named "Hold Off" could be mapped to the "Inhibit ON control only" basic tag type. In the SCADA map, it is possible to create tables of symbols that are to be displayed on tagged points. If a point is tagged, the map displays the symbol that corresponds to the highest-level tag on the point.

The system does not permit any means of bypassing the control inhibit caused by a tag. This applies to any and every application supplied by the vendor or written by the purchaser using the vendor's API.



A group tag function is also included that allows an operator to define a tag, select multiple points and apply the tag to all selected points.

A typical "Tag" dialog box is shown below.



### Editing

The SCADA system database is defined and maintained by a set of interactive editors, which are accessible from the host computer and designated operator workstations. The editors are of consistent style, fill-in-the-blank format, and are supported by a detailed database manual that explains the format and purpose of all database fields.

Database items to be edited in this way include the following:

### Communication Lines

The definition of a communication line includes:

- name and description
- protocol
- line parameters (baud rate etc) or link parameters (e.g., IP address and port number)
- response timeout and retry count
- time between exception polls
- accumulator and integrity poll intervals
- associated status point which the scan task is to use to represent the status of the communication line (and which the operator can use to temporarily shut down the entire communication line)

### RTUs

The definition of an RTU includes:

- name and description



- communication line that the RTU is on
- analog points to be used to maintain communication statistics
- port switch status point (if the RTU is accessible via two ports at the master station)
- associated point which the scan task is to use to represent the status of the RTU (and which the operator can use to temporarily shut down polling of that RTU)

### **Status Points (Indication and Control)**

It is possible to define a status point as indication or control or both.

The definition of a status point includes:

- station
- point name and description
- user-defined point type (for reports and queries)
- zones of responsibility
- communication line and RTU that the status point is on
- point number within the RTU
- normal state (0 or 1)
- 2-state or 4-state, with a variety of mappings of raw data into the database
- alarm severity (1 – 5) for each state
- alarm format string
- alarm annunciation delay (if point clears before delay expires, no alarm is raised)
- enable/disable remote alarm annunciation for each state
- state strings to represent the states of the point (e.g., running/stopped, open/travel/closed)
- open and close control numbers (if left blank, point is not controllable)
- control duration (for momentary controls)
- control response timeout (control failure alarm is to be raised if the point does not go to the expected state after a control)
- command strings for controls (e.g., run/stop, trip/close)

### **Analog Values**

The definition of an analog point includes:

- station
- point name and description
- user-defined point type (for reports and queries)
- zones of responsibility
- communication line and RTU that the analog point is on
- point number within the RTU
- scale and offset
- engineering units string



- clamp to zero deadband
- jog amount (for setpoint controls)
- 3 sets of nested upper and lower alarm limits, with separate deadbands and severity codes for each limit (in electrical systems, support for inverted nesting of limits for power factor points is required)
- rate of change alarm limit, with a severity code and positive and/or negative check options
- alarm annunciation delay (if point clears before delay expires, no alarm is raised)
- enable/disable remote alarm annunciation for each of the 6 alarm limits

### **Remote console support**

The system allows for a variety of workstations that are not directly connected to the SCADA Local Area Network. In all cases, the requirement is that all data and other system functionality be available on any workstation (subject to password control).

For off-site workstations, we provide a modem interface. The workstations themselves are PC's, loaded with our Worldview software. By dialing in to the system modem, through one of the Terminal Servers, the remote PC will be connected to the LAN. In order to provide good update times for data, all the graphics are resident on the PC. There is no need to upload these from the server, over a phone line. Only point data is transmitted when requested, so the overall system performance is not compromised.

A similar philosophy governs the use of the Customer's PC's that are connected to a corporate LAN. We provide a router as a firewall between the two LAN's. Again, the Customers PC's are loaded with WorldView and all the graphics.

The Internet can be used as a communication medium, in addition to the techniques explained above. Suitable firewalls have to be provided at each end.

Functionally, there is no difference between any of the approaches outlined here. All the remote equipment appears as just another workstation, no matter what physical connection is used.

### **User Interface**

The operator interface software provides a single all-encompassing graphical view of the system, arranged schematically or geographically as defined by the user's own graphics. It is possible to navigate freely in this map, scrolling in two dimensions, and zooming in or out to view any location at any desired degree of magnification. The map contains static graphical information, as well as dynamic elements that reflect the information contained in the host computer's database. Database point values displayed by such dynamic elements may be either telemetered from RTUs or calculated by the host computer.

Operator interaction with database points is by means of clicking the mouse on the dynamic map elements. This includes operations such as controlling field devices, setting



database values (e.g., alarm limits), acknowledging or blocking alarms, and tagging points to inhibit control.

It is also possible to use elements on the map as pushbuttons to initiate pre-defined actions. These include, as a minimum, the ability to:

- bring up pop-up notes
- bring up trend graphs
- bring up images
- bring up Excel-based reports
- activate command sequences
- access records in other databases
- access other views within the map

Views are specific rectangular areas within the map. It is possible to define any number of views in the map. The operator can go to a view by means of either a pushbutton or by selection from a list. To facilitate navigation through the list of views, it is possible to organize the list in a hierarchical set of named folders.

The map supports “layers” which can be decluttered either automatically (based on zoom level) or manually by the operator.

The operator interface utilizes the Windows graphical user interface (GUI) environment, making extensive use of mouse point-click-drag functions, pull-down menus and interactive dialog boxes. The operator interface supports the display of multiple windows that can be re-sized, moved, overlaid in a tiled fashion, or shrunk to an icon.

### **Operator Displays**

The system provides the following types of displays for use by the operators:

- **World Map Display.** This consists of a high-resolution vector drawing of the owner’s system, with the current analog values and status of devices superimposed on the drawing. The map allows the operator to select displayed objects in order to issue or inhibit controls, acknowledge or block alarms, or modify operating parameters (such as limits).
- **Alarm Display.** This display shows a user-Customizable list of alarms that are in the system. The operator has the ability to acknowledge and/or block alarms and to control the operation of the audible alarm.
- **Operator Summary Display.** This display shows operations messages that have been logged by the system.
- **Tabular Data Display.** This display lists each station’s status and analog points. This is an operating display in the sense that from this display, the operator can perform point operations such as control, tag, alarm acknowledge or block, as well as modify operating limits and reset transition counts.



## World Map Display

This display consists of a high-resolution environment in which the operator uses a movable window on a large-scale world map. The operator can navigate through the map using convenient mouse-oriented tools that include continuous panning and zooming, as well as poke points that cause the display to jump to pre-defined views. A user-extendable library of ready-to-use symbols, colors and text styles is provided. The world map display system accommodates a coordinate space of up to 1 billion by 1 billion world units.

### *Dialog Boxes*

The SCADA system will respond to operator selections by displaying interactive dialog boxes. The dialog boxes are context sensitive, and present a Customized control panel of pushbuttons that are appropriate to the item that is selected. If the item selected is a point, the title bar of the dialog box will display the point's name and description. Some functions (e.g., tagging) bring up additional dialog boxes. The operator functions that can be performed using the dialog boxes includes the following:

#### Status Points

- Open/Close/Execute
- Tag/Untag/Group Tag
- Alarm Acknowledge
- Alarm Block
- Set Manual
- Activate/Deactivate
- Note

#### Analog Points

- Set Manual (includes issuing setpoints)
- Tag/Untag/Group Tag
- Alarm Acknowledge
- Alarm Block
- Set Alarm Limits
- Activate/Deactivate
- Note

### *Continuous Pan And Zoom*

Methods of navigation within the world map display include the ability to:

- continuously pan and zoom
- jump to other views at pre-defined locations and magnification levels
- snap to a view that is defined by rubber-band mouse operation (i.e., a view selection rectangle)

### *Layer Control and Declutter*



The world map display is implemented in a multi-layered structure. When a map is imported from a DXF or DWG OR DWG file, the layers that are contained in the DXF or DWG OR DWG file are preserved in the resulting SCADA map. There is no upper limit on the number of layers that may be contained in the world map.

It is possible to assign to each layer zoom levels for automatic decluttering. Such assignments are easy to make by navigating to desired zoom levels and clicking on pushbuttons in a dialog. Declutter levels are not lost when the map is re-imported from an updated DXF or DWG file.

The operator has the ability to override the automatic decluttering and manually turn a layer either on or off regardless of the current zoom level. By organizing layers in a hierarchical system of folders, it is possible to easily turn entire folders of layers on or off. The system of folders is preserved when the map is re-imported from an updated DXF or DWG file.

### ***Views***

The user has the ability to create any number of views within the map. The views may be accessed via a scrollable list box or via pushbutton (poke points) in the map.

For ease of navigation in the views list box, the views can be organized in a hierarchical system of folders. Both the folders and the views themselves are preserved when the map is re-imported from an updated DXF or DWG file.

### ***Full Graphics Drawing Tools***

The map-based operator interface includes a full graphics editor to allow the user to add to and/or modify the map that was imported via DXF or DWG file. If the user is logged into an account with map editing privileges, it is possible to switch in and out of edit mode via the click of a button. The drawing tools that are provided in edit mode include the following:

- draw line
- draw rectangle (open and filled)
- draw polygon (open and filled)
- draw circle and ellipse (open and filled)
- draw arc (open and filled)
- insert text
- insert symbol
- insert dynamic element (e.g., database point or poke point)

The following editing functions are provided:

- cut and paste
- rotate
- snap to grid



- stretch

The user can create libraries of the following:

- drawing styles (colors and line styles)
- text styles
- symbols
- dynamic elements

The system includes an initial ready-to-use set of such libraries. On import of a DXF or DWG file, the colors, text styles and symbols that are contained in the DXF or DWG file are imported into the libraries, where they may be Customized or used as they are.

### ***Display Of Dynamic Data Fields***

The display editors allow the user to define display of dynamic data fields as follows:

- analog values
- status values
- station alarm status
- remote station status
- dynamic line segment coloring
- historical data trend graphs
- text strings

#### Analog Values

It is possible to display a telemetered or calculated analog value in the form of a numeric string or a horizontal or vertical bar graph (the length of a bar graph reflects the value of the analog point). Both numeric strings and bar graphs are color-coded to reflect any violation of alarm limits. The color-coding is user-defined, and it is possible to create multiple color-coding schemes.

It is possible to display data-quality indications adjacent to each analog value indication. These include the following:

- telemetry failed
- manually set
- calculated from manually set data
- alarm blocked
- overrange
- tagged
- interlocked (calculated control-inhibiting tag)

#### Status Values

It is possible to display the state of a telemetered or calculated status point by means of a user-definable dynamic element that specifies one of the following:



- a set of four symbols
- a set of four text strings
- one symbol and a set of four colors.

Two-state points use only two of the four symbols, strings or colors.

It is possible to display data-quality indications adjacent to each status point indication. These include the following:

- telemetry failed
- manually set
- calculated from manually set data
- alarm blocked
- selected for control
- tagged
- interlocked (calculated control-inhibiting tag)

#### Dynamic Display Segments

The user has the ability to color-code non-dynamic graphic elements in the map according to the current state of status points using user-definable color schemes.

#### *Notes*

The world map supports a system of “stick-on” notes that allows operators to add and remove note icons anywhere in the world map. Clicking on a note icon will cause a pop-up window to appear to display free-form notes on any topic. The notes can be entered and modified in this window.

The system also supports notes that are specific to database points. Such notes are accessible from a pushbutton in the point dialog box that appears when the point is selected. When a point has some notes, the pushbutton icon in the dialog box is highlighted.

Point-specific notes are also accessible from the Alarms display. When a point-related alarm is selected, a pushbutton in the tool bar highlights if there are notes for the selected point. Clicking on this pushbutton brings up the point’s notes.

It is possible to review all the notes that are in the system, both “stick on” and point-specific, no matter where they are in the map, by accessing a list dialog that shows all the notes in alphabetical order by topic or point name. It is possible to open and read any note in this list.

#### *DXF or DWG Import*



It is possible to import graphics from other drawing packages (e.g., AutoCAD and GIS systems) via direct DXF or DWG file import. The layers contained in the DXF or DWG file are preserved as layers in the SCADA world map. The symbols, colors and text styles contained in the DXF or DWG file are imported into the libraries used by the SCADA world map, where they may be edited or used as is in dynamic map elements.

It is possible to import multiple DXF or DWG files into the same SCADA map.

It is possible to subsequently re-import an updated DXF or DWG file and have its layers replace the corresponding layers in the existing SCADA map. This can be done without disturbing the graphics contained in the other layers of the SCADA map.

### **Alarm Summary Displays**

The Alarm displays are configurable by the operator via the following parameters:

- Chronological or reverse chronological order of display
- Filtered by station, zone group and alarm priorities
- Typeface and size of text in the alarm displays
- View (and be able to unblock) blocked alarms
- View any combination of active, cleared, acknowledged or unacknowledged alarms

It is possible for the user to create an alarm color-coding scheme that colors alarms by combination of priority and active/cleared/acknowledged/unacknowledged status.

### **Operator Summary Display**

The SCADA system provides an operator's summary display, which is a summary of the events contained in the operation log file. This display is configurable by the operator via the following parameters:

- Filtered by alarm priority
- Filtered by station
- Filtered by zone group
- Filtered by specific database point
- Filtered by time range
- Typeface and size of text

### **Tabular Data Displays**

It is possible to view lists of all status or all analog points in the database. This display allows the operator to view points on a per station basis. The information shown in this display includes the point names, descriptions, current values and quality code, and other parameters from the database (e.g., transition counts and alarm limits).



It is possible to operate from a tabular display (i.e., to acknowledge or block alarms, to perform controls, manually set data, and to add and remove tags).

## **Map Editor**

The map editor is an integral part of the map viewer. Access to the editing capabilities is available at all operator and engineering workstations, but must be password-protected.

A copy of the maps and supporting libraries resides on each workstation, such that when viewed in live mode, only dynamic data such as point values and alarms are retrieved from the server (to minimize network traffic and make feasible dial-up connections even with large maps). Publication of changes to the maps and libraries to other workstations is done via standard file transfer mechanisms (network neighborhood, FTP, e-mail etc.).

The editor allows the user to create any number of layers and views of the world map. For each layer, the editor allows the user to assign zoom levels for automatic declutter. For any view, the editor allows the user to specify an image file that is to be used as a background for the view. Image file formats that can be used for this include JPG, GIF and BMP. It is possible to associate views with multiple poke points in the map.

The editor contains easy-to-use tools for re-layering, re-coloring and re-styling (text) as well duplication (copy/cut and paste).

Some sample screen printouts are attached.

## **SCADA Login Accounts**

Accounts are controlled by the SCADA Password Editor.

The different data fields on the editor are described below.

### **Username**

This is the username of the SCADA account. It can be up to 14 characters long.

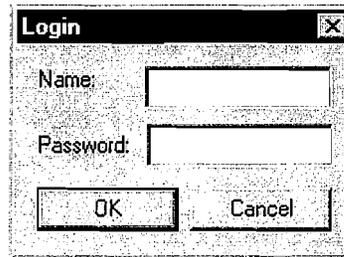
### **Password**

This is the password assigned to the account.

### **Windows**



This is a password of up to eight characters that you type into login dialog boxes of Windows-based user interfaces. An example of such a dialog box is shown below.



## Mode

This is the mode that your window assumes when you log into this account. The possible mode codes are listed below.



| Mode | Meaning    |
|------|------------|
| T    | Training   |
| N    | Normal     |
| P    | Privileged |

When you log into a privileged account, you are allowed access to privileged points and displays. Points can be made privileged via the Station Data displays. Displays can be made privileged via the Links display. You have to be in privileged mode in order to change the privilege status of either points or displays.

When you log into a training account, you are restricted in two ways:

- Although you can review any part of the database for which the editor has not been made privileged, you cannot save any edits you make in the editor. For example, if the Station Editor is not privileged, you can invoke it and look at any point's definition. You can even over-type any of the data fields. But the editor will not honor the STORE key while you are in training mode.
- You cannot perform any operations (control, alarm acknowledge, manual set, tag, etc) on any points other those that are on stations that are themselves in training mode. A station is placed in or out of training mode via the Station Editor.

## Zones

This is the set of zones that you acquire when you log into this account.

If the system is configured for 8 zones, this field is just a list of the 8 zone numbers assigned to this account.

If the system is configured for 128 zones, then this field is the name of a zone group, as defined on the Zone Group editor (ZONED).

## User Privileges

This is the name of a user privileges record associated with this account. This defines a set of capabilities that you have while you are logged into this account. The capabilities are defined via the User Privileges editor.

User privileges record names are 20 characters long. The special name

**\*\* ALL PRIVILEGES \*\***



may be used to indicate no user privileges record, in which case the system defaults to all privileges.

### **Application Programming Interface**

The SCADA system can include a network API (application programming interface) that allows applications running on other Windows PCs to have read/write access to the SCADA system database. The PCs that contain such user-written applications must be able to connect to the host computers via TCP/IP.

The following categories of functions are available in the API:

- Connect functions, which allow applications to connect and disconnect from the SCADA host computer
- Database Access functions, which allow applications to read and write selected fields in the real-time point database
- Control functions, which allow applications to issue controls and set-point commands
- Alarm functions, which allow applications to raise SCADA alarms and display messages to the operators

### **Master to Master Data Exchange**

The SCADA software includes, as an option, the ICCP master-to-master data exchange protocol. The implementation supports links to both clients and servers on multiple nodes using TCP/IP, and supports the following conformance blocks:

- 1 – Basic Services
- 2 – Extended Dataset Condition Monitoring
- 4 – Operator Stations
- 5 – Device Control

The ability to provide DNP communication between masters is available. If a foreign master wishes to access data, the DNP would be in a "slave" mode, essentially making the entire SCADA data base look like a very large RTU. If the host master wishes to access a foreign master, the other master would have to be loaded with the same "slave" version of DNP so that we could poll for data from the host master.

### **Data Access**

The master station has an "open" system architecture, with all hardware and operating system software manufactured by recognized suppliers who can support it and demonstrate open system interconnection to other hardware and software platforms.

The SCADA system can also provide specific connectivity to other computer systems by one or more of the following means:



## **Excel Import**

An Excel import option is available that allows the user to import current and historical data from the SCADA system into Excel. All point data fields (not just values) are available to import. In addition to specifying the desired data fields, the user can define compound selection criteria that will filter the data that is to be imported (e.g., Value > 100 OR Value < 100).

It is possible to save multiple queries in the same spreadsheet, and have the queries automatically executed when the spreadsheet is invoked.

## **Database Transcription**

An facility for transcribing SCADA data into relational databases is available. Target databases that are supported include Microsoft Access, SQL Server, Sybase, and Oracle. The type of data that can be transcribed includes:

- Current values
- Historical data
- Operation messages (including alarms)
- Event logs (including SOE)

Transcription of current values is bi-directional (i.e., it is possible to transcribe data from a table in a relational database into SCADA database points). Manual sets must be respected, however (i.e., if a SCADA point is manually set, the transcription program must not update it).

It is possible to transcribe data to multiple databases on multiple platforms. For each target database, the user can specify exactly what is to be transcribed (e.g., what points and what historical data tables). The user is able to specify the schedule of transcriptions.

The transcription facility maintains a connection to the currently active host computer across failovers (if the SCADA system is configured with dual redundant host computers). The transcription program can keep track of where it left off since the last connection, and after a period of downtime, is able to recover all historical data that was not transcribed during the downtime.

## **DDE Server**

A DDE server option is available that allows Excel spreadsheet cells to be linked to points in the SCADA database. The values of the cells are updated from the SCADA system at user-defined intervals.

## **Switch Order Preparation (Optional)**

A **switch order** is a series of steps involving both switching operations and tags that produce conditions for which a guarantee may be issued.



There are two types of switch orders:

### **Order to Operate (OTO)**

This is used to define switching actions and application of tags. An order to operate is executed prior to issuing the accompanying guarantee(s).

### **Restoration order**

This is used to define switching actions and removal of tags to undo the work performed by an order to operate. The restoration order is executed after all of the guarantees associated with the order to operate have been surrendered.

Switch order editing is interactive and performed in a form built into the WorldView map viewer. For each sequence (or step) in the switch order, you select the operation and then click on the point on the map. The menu of operations is user-defined. If a sequence involves adding a tag, you select the tag type. Tag types are also user-defined. If special conditions require an operation that is not in the operations menu, you can select "Special" and type in the desired operation. Similarly, if the apparatus involved is not represented by a database point in the SCADA system, you can simply type in its name and location.

You can add up to 200 sequences to each switch order. Sequences already in the switch order can be modified, deleted, or shuffled up and down within the list via arrow buttons. Each sequence can be annotated by a 20-character note string. The annotation can be done either during editing or execution.

You can create up to five associated guarantees for each switch order. You do this directly from the switch order dialog. When the system creates the guarantee, it transcribes general information such as job number and description to the guarantee. It also automatically adds the tags to the guarantee, so you don't really have to go to the guarantee dialog itself until you're ready to issue or surrender the guarantee. Before you can execute the switch order, it must be checked (by clicking on the Checked By pushbutton). This is usually done by a supervisor, but can be done by the operator in an emergency. The check function is logged and the login account name of the person who did it is included in the log message as well as displayed on the switch order form. When you print a switch order that has not yet been checked, the printout includes the word "UNCHECKED" in big letters in the background.

Below is a scanned printout of an example of a switch order that has not been checked.



JOB #: 1187 MY COMPANY HYDRO-ELECTRIC COMMISSION  
 Print Date: 1997/06/19 Print Time: 15:15:54 RESTORATION ORDER

Page: 1 of 1  
 Serial #: 71

Associated Guarantee #(s): MA008832  
 Agent #(s):

Orders to Operate must be listed and executed in the order in which the issuer intends them to be performed. The operator or Agent who is delegated to perform the operations shall verify (CHECK) the position and tagging of any device which must be in a particular position while the operations are being performed. Under the OPERATION TO BE PERFORMED, state the required condition or position of the apparatus. The order means that the apparatus must be left in the state or position indicated.

| SEQ # | APPARATUS TO BE OPERATED | STREET/LOCATION OF APPARATUS        | OPERATION TO BE PERFORMED | TAG # | AGENT PERFORMING OPERATION | TIME / DATE PERFORMED |
|-------|--------------------------|-------------------------------------|---------------------------|-------|----------------------------|-----------------------|
| 1     | ELBOW ELB TO V2555       | V2293 IN FRONT OF 679 ACADIA DR     | CLOSE                     |       |                            | -                     |
| 2     | ELBOW ELB TO V2556       | V2555 # SW CRN SUPREME & FANO DR    | CHECK OPEN                |       |                            | -                     |
| 3     | B ELB TO V2293           | IN V2292 ON ACADIA DR, N-SUPREME DR | R/T & CLOSE               |       |                            | -                     |
| 4     | R & W ELB TO V2292       | IN V1996 ON ACADIA DR & EMPHRO DR   | R/T & CLOSE               |       |                            | -                     |
| 5     |                          |                                     |                           |       |                            | -                     |
| 6     |                          |                                     |                           |       |                            | -                     |
| 7     |                          |                                     |                           |       |                            | -                     |
| 8     |                          |                                     |                           |       |                            | -                     |
| 9     |                          |                                     |                           |       |                            | -                     |
| 10    |                          |                                     |                           |       |                            | -                     |
| 11    |                          |                                     |                           |       |                            | -                     |
| 12    |                          |                                     |                           |       |                            | -                     |
| 13    |                          |                                     |                           |       |                            | -                     |

UNCHECKED

Purpose of this Order: INSTALL 1-LB ELBOW IN V2293 ON ACADIA AND SUPREME.

Prepared By: MIT OTO Checked By: \_\_\_\_\_ Restoration Checked By: \_\_\_\_\_  
 OTO Changed By: \_\_\_\_\_ Restoration Changed By: MIT

The sequences in the switch order can be executed in any order you wish. You select the sequence you wish to execute (by clicking on it), enter the name or initials of your field agent and click on Execute. If the operation involves a SCADA control, the system will execute the control for you. If the operation involves a tag, you enter the tag number, and the system will apply the tag to the point and add it to all associated guarantees.

If, after having executed some sequences, you need to make some changes, you can still edit the switch order and change some of the sequences not yet executed. Sequences that have already been executed cannot be edited. They can be undone, however, by adding more sequences. After editing, you must get the switch order rechecked before you are allowed to continue execution.

Preparation and execution of the restoration order is similar to that of the order to operate. On creation, the restoration order is initialized to the contents of the associated order to operate. A pushbutton allows you to reverse the order of the sequences, and of course, you can add, modify and delete any and all sequences.



Save Model and Use Model functions allow you to save frequently used switch orders as models for future switch orders. You can create and execute a switch order in OTS (see **Operator Training Simulator**). When you are satisfied with the switch order in OTS, you can then export it to the realtime system and execute it for real.

The following pages are print-outs of some of the editors on the Windows 2000-based SCADA servers. These have been completely developed by Quindar to take advantage of the tools in the Windows 2000 operating system. The look and feel is familiar to users of other Windows applications.

The end result is an enormously powerful and friendly editor. There is nothing that requires look-up tables, or other memory aids; everything is presented on pull-down menus. Typing, and its associated errors, has been eliminated as much as possible, in favor of "click and drag" techniques.

No knowledge of the operating system is required; the average user can quickly become proficient, and much more productive, with this type of interface. Data base changes, which occur frequently in any SCADA system, are made easily and quickly.

The advantages of a series of editors like this should not be overlooked. Data base entry has historically been a time consuming and error-prone activity. It now becomes less onerous, more intuitive, and does not require constant reference to a Users Guide, or frequent phone calls to the factory. The single example of Station Cloning can save hours of tedious labor.

We think that this type of editor will greatly enhance the user's interaction with the system, and provide a cleaner method of entering data into the system.



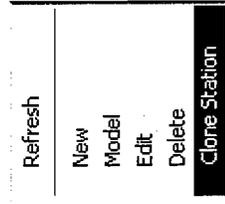
## Station Cloning

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The Station Cloning function allows you to duplicate an existing station and all of its points, with a new station name and with the telemetry and control addresses on a new RTU.

If the target station name is an existing station, you have the choice of either updating the existing points that are on it, or leaving them alone.



In the station list of the SCADA Explorer, right-click on the station to be duplicated. In the pop-up menu that appears, select the Clone Station function.



In the Clone Station dialog that appears, enter the name of the target station. If it's an existing station, its point ID will be displayed. If the target station is an existing station, choose whether you want to update existing points or not. (If it's a brand new station name, it doesn't matter which option you choose.)

The Clone Station dialog box has a title bar with a close button. It contains three sections: 'Source Station' with fields for Name (AB) and PID (1); 'Target Station' with fields for Name (AB2) and PID; and 'Replace existing point names' with radio buttons for 'Replace' and 'Leave'. At the bottom are 'OK' and 'Cancel' buttons.

The Convert RTU dialog box has a title bar and two dropdown menus. The 'From RTU' dropdown is set to 'ABERDEEN S/S RTU' and the 'To RTU' dropdown is set to 'QUINDAR TEST RTU'. An 'OK' button is at the bottom right.

When you click on OK, the editor proceeds to duplicate the station and all of its points.

For each new RTU encountered in either a telemetry address or a control address, the Convert RTU dialog will be displayed to allow you to select an alternate RTU for the points on the target station.

The Attention! dialog box has a title bar with a close button, a warning icon, and the text 'Cloning of station AB2 completed'. An 'OK' button is at the bottom.



Windows SCADA Explorer



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The SCADA Explorer



**Scada Explorer** [ - [ X ]

File Help

| Stn | Name      | Description       | A  | B  | C | ID     |
|-----|-----------|-------------------|----|----|---|--------|
| DNP | Analog-0  | Analog Point 0    | 0  | 30 | 0 | 300082 |
| DNP | Analog-95 | Analog Point 95   | 95 | 30 | 0 | 300089 |
| DNP | F1iA      | FEEDER 1 IA       | 13 | 30 | 0 | 302066 |
| DNP | F1iB      | FEEDER 1 IB       | 14 | 30 | 0 | 302067 |
| DNP | F1iC      | FEEDER 1 IC       | 15 | 30 | 0 | 302068 |
| DNP | F2iA      | FEEDER 2 IA       | 16 | 30 | 0 | 302069 |
| DNP | F2iB      | FEEDER 2 IB       | 17 | 30 | 0 | 302070 |
| DNP | F2iC      | FEEDER 2 IC       | 18 | 30 | 0 | 302071 |
| DNP | F3iA      | FEEDER 3 IA       | 19 | 30 | 0 | 302072 |
| DNP | F3iB      | FEEDER 3 IB       | 20 | 30 | 0 | 302073 |
| DNP | F3iC      | FEEDER 3 IC       | 21 | 30 | 0 | 302074 |
| DNP | F4iA      | FEEDER 4 IA       | 22 | 30 | 0 | 302075 |
| DNP | F4iB      | FEEDER 4 IB       | 23 | 30 | 0 | 302076 |
| DNP | F4iC      | FEEDER 4 IC       | 24 | 30 | 0 | 302077 |
| DNP | HSiA      | High Side IA      | 10 | 30 | 0 | 302060 |
| DNP | HSiB      | High Side IB      | 11 | 30 | 0 | 302061 |
| DNP | HSiC      | High Side IC      | 12 | 30 | 0 | 302062 |
| DNP | MBiA      | Main Breaker IA   | 1  | 30 | 0 | 302057 |
| DNP | MBiB      | Main Breaker IB   | 2  | 30 | 0 | 302058 |
| DNP | MBiC      | Main Breaker IC   | 3  | 30 | 0 | 302059 |
| DNP | MBvA      | Main Breaker VA   | 4  | 30 | 0 | 302063 |
| DNP | MBvB      | Main Breaker VB   | 5  | 30 | 0 | 302064 |
| DNP | MBvC      | Main Breaker VC   | 6  | 30 | 0 | 302065 |
| DU  | 12BA      | #1 FDR BLUE AMPS  | 38 | 1  | 0 | 300283 |
| DU  | 12RA      | #1 FDR RED AMPS   | 37 | 3  | 0 | 300281 |
| DU  | 12WA      | #1 FDR WHITE AMPS | 37 | 4  | 0 | 300282 |

10.0.0.62



Windows SCADA Explorer

---

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Select a communication line to edit



Scada Explorer

File Help

Stations

- Communication Lines
  - DNPComLine
  - QuicCom14
  - DNPRTU1
  - RTU001
  - RTU002
  - RTU003
  - RTU004
  - RTU005
- User Point Types Table
- Status Format Types Table
- Analog Format Types Table
- Command-State Strings Table
- Alarm Formats
- Alarm Voices
- Users
- User Rights Table
- Historical Data Sets
- Reports
- Report Scheduler
- Zone Groups
- Zones
- Tags
- Multiple Status Change Validation
- Calculation Editor

| ID | Name       | Description            |
|----|------------|------------------------|
| 1  | DNPComLine | DNP Communication Line |
| 14 | QuicCom14  | QUIC COMM LINE 14      |

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**Edit a  
Communication  
Line**

**Edit Communication Line**

| General   | Channel 1 | Channel 2   |
|---|-----------|---|
| <b>General</b><br>Line ID: 1 Name: DNPComLine<br>Description: Dnp Communication Line<br>Protocol: DNP<br><input checked="" type="checkbox"/> Auto Start Network: TCP/IP<br>Build Scan Table Delete Scan Table |           | <b>Associated Points</b><br>Status Point: DNP.CLSTAT<br>Timeout Point: DNP.CLTimeouts<br>Bad Messages: DNP.CLBadMsgs<br>Unexpect.Msgs: DNP.CLUnxMsgs<br>Port Switch: DNP.CLPSwitch<br>Chan. Switch: DNP.CLCSwitch |
| <b>Polling Parameters</b><br>All Data: 30 sec Accumulator: 30 sec Time Sync Interval: 60 sec<br>Hourly Offset: 0 sec Demand Average Interval: 0 sec   |           |   |
| <b>Configuration Switches</b><br>/looped=0 /confirmtype=2 /TimeSync=0 /DualSingle=0   |           |   |
| OK Cancel Help  |           |   |



**Edit Communication Line** Channel 2

Channel 1

Modem

Modem Init String

Modem Dial String

Modem Dial Timeout 0

Port 1

Host Name 10.0.0.203

Host Port 3001

Baud Rate 9600

Parity NONE

Keying <None>

Keyup Delay 500

Hub Number 0

Retry Count 2

Port 2

Host Name

Host Port 0

Baud Rate 9600

Parity NONE

Keying <None>

Keyup Delay 500

Hub Number 0

Retry Count 2

General

Description Channel 1

Time between scans 500 msec

Short response timeout 500 msec

Long response timeout 5000 msec

Dll Short response timeout 1000 msec

Dll Long response timeout 3000 msec

Error recovery time 3 sec

Idle Time 200 msec

Poll retry count 2

Interleave Factor 1

Mode Active Type ScanTask

OK Cancel Help

Define poll timing and port characteristics for a communication line



Windows SCADA Explorer

---

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Select an RTU to edit



**Scada Explorer** File Help

Stations  
Communication Lines  
DNPComLine  
DNPRTU1  
QuicCom14  
RTU001  
RTU002  
RTU003  
RTU004  
RTU005  
User Point Types Table  
Status Format Types Table  
Analog Format Types Table  
Command-State Strings Table  
Alarm Formats  
Alarm Voices  
Users  
User Rights Table  
Historical Data Sets  
Reports  
Report Scheduler  
Zone Groups  
Zones  
Tags  
Multiple Status Change Validation  
Calculation Editor

| ID | Name   | Description   |
|----|--------|---------------|
| 1  | RTU001 | LINE 14 RTU 1 |
| 2  | RTU002 | LINE 14 RTU 2 |
| 3  | RTU003 | LINE 14 RTU 3 |
| 4  | RTU004 | LINE 14 RTU 4 |
| 5  | RTU005 | LINE 14 RTU 5 |

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**Edit RTU Info**

General    Connections    Switches    Statistics

RTU ID: 6    Name: DNPRTU1

Description: Test RTU

Comm.Line: DNPComLine    Network: <None>

Status: DNP.RTU1\$STAT

Fast Scan: L14.STA00\$

Switches: /TimeMeasure=0

OK    Cancel    Help

Edit an RTU



Edit connection information specific to the RTU (i.e. IP address if WAN or telephone number if PSTN)

**Edit RTU Info** [X]

General **Connections** Switches Statistics

Primary Connection

|               |      |
|---------------|------|
| Host Name     |      |
| Host Port     | 3001 |
| RTU Addr.     | 1    |
| Interf. Addr. | 0    |
| Modem Init    |      |
| Modem Dial    |      |
| Dial Timeout  | 0    |

Alternate Connection

|               |   |
|---------------|---|
| Host Name     |   |
| Host Port     | 0 |
| RTU Addr.     | 1 |
| Interf. Addr. | 0 |
| Modem Init    |   |
| Modem Dial    |   |
| Dial Timeout  | 0 |

OK Cancel Help



**Edit RTU Info** [X]

General    Connections    **Switches**    Statistics

Port

Switch Point [DNP.RTUPSswitch] ...

Fail Level [ 2 ] Success Level [ 0 ]

Channel

Switch Point [DNP.RTUCSswitch] ...

Fail Level [ 0 ] Success Level [ 0 ]

OK    Cancel    Help

Edit port switching data for RTU



Specify statistics gathering points for RTU

Edit RTU Info

General    Connections    Switches    **Statistics**

|                  |                |     |
|------------------|----------------|-----|
| Percentage Point | DNP.RTUPercent | ... |
| Total Msg Count  | DNP.RTUTotal   | ... |
| Good Msg Count   | DNP.RTUGood    | ... |
| Bad Msg Count    | DNP.RTUBad     | ... |
| Timeout Count    | DNP.RTUTimeout | ... |

OK    Cancel    Help



Windows SCADA Explorer

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**Edit a Station**

**Edit Station Point**

|  |                 |
|--|-----------------|
| <b>General</b>                                   |                 |
| Name   | 157             |
| Description                                      | NAR157 NEB0 T/S |
| Zone Group                                       | ZONES 1 TO 8    |
| User Type  | <None>          |
| Condition  |                 |
| <b>Flags</b>                                     |                 |
| <input type="checkbox"/> Unacked alarm           |                 |
| <input type="checkbox"/> Control select          |                 |
| <input type="checkbox"/> Training mode           |                 |
| <input type="checkbox"/> Alarm priority          | 1               |
| <input checked="" type="checkbox"/> Bell enabled |                 |

OK    Cancel    Help



**Edit Analog Point**

**General**

Name: DU 511BV 300173

Description: 13KV T1 BLUE VOLTS

User Type: 13KV BV  Privilege mode

Device Class: Analog  Alarms blocked

Zone Group: ZONES 1 TO 8  Unacked alarm

Condition:  Trend

Format Code: NDRMA  Autoload

Value: 0  Spare

Eng.Units: VOLTS Scale Factor: 5.8622

Jog Amount: 1 Offset: 0

Ann.Delay: 0 Clamp: 0

Meter Point: <None> Excep. Window: 0

Telemetry:  Address RTU A B C D

34 2 0 0

**Alarm**

**PreEmerg**

Limit:  Low 13.3  High 14.3 Deadband: 0.1

Voice: <None> Severity: 3

**Emergency**

Limit:  Low 13  High 14.5 Deadband: 0.1

Voice: <None> Severity: 3

**Unreason**

Limit:  Low 12.8  High 14.7 Deadband: 0

Voice: <None> Severity: 3

Normal Severity: 1- Task activation:

OK Cancel Help

**Edit an Analog Point**

**Edit a Status Point**



**Edit Status Point**

File

**General**

Name: DU MAINLT 400324

Description: MAIN LIGHTS

User Type: Main Lights  Privilege mode

Device Class: Momentary  Alarms blocked

Zone Group: ZONE 1  Unacked alarm

Condition Code: Interlock

Command-State: OPEN, CLOSE RTU

Format Code: Single RTU

Normal state: 0 Response Timeout: 5 (Sec)

Meter Point: <None>

Value: 0 Transition count: 0

Special Id: <None>

**Telemetry**

Address A B C D  
1 1 1 1 0

Control-0 1 0 7 1

Control-1 1 0 8 1

**Alarm**

Severity: 1- State 0 State 1 State 2 State 3  
0- 0- 0- 0-

Voice: <None> <None> <None> <None>

Prefix: OPEN CLOSE

Suffix: OPEN CLOSE STATE2 STATE3

Annunciation Delay: 0 Task Activation

Alarm Format: Format 5

**Control Interval**

Value: 0 (Sec)

Point: <None>

OK Cancel Help



**Edit Text Point**

General

Name: 157 String 100016

Description: General String Point

Zone Group: All zones  Alarms blocked

User Type: Indication  Unacked alarm

Condition:  Privilege mode

Value: \_\_\_\_\_

Attribute: \_\_\_\_\_

OK Cancel Help

### Edit a Text Point

Existing analog and status points can be accessed either by station or by communication line and RTU.



**Scada Explorer** [Minimize] [Maximize] [Close]

File Help

[Home] [Back] [Forward] [Print] [Help]

Stations

- 157
  - Status
  - Analog
  - Text Points
- 17
- 20

Communication Lines

- DNPComLine
  - DNPRTU1
    - Status
    - Analog
- QuicCom14

| Name   | Description  | ID     |
|--------|--------------|--------|
| 5161SW | M51-61 BT DS | 401456 |
| 5262SW | M52-62 BT DS | 401457 |
| 5363SW | M53-63 BT DS | 401458 |
| 5464SW | M54-64 BT DS | 401459 |
| 6151SW | M61-51 BT DS | 401460 |
| 6252SW | M62-52 BT DS | 401461 |
| 6353SW | M63-53 BT DS | 401462 |
| 6454SW | M64-54 BT DS | 401463 |

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Windows SCADA Explorer

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**Edit Zone**

Code: 3      Name: High Voltage

Description: High voltage system

OK      Cancel      Help

Edit Zone and Zone Group

**Edit Zone Group**

Group ID: 255      Name: All zones

Description: All zones

Is a member of these zones:

- Dip
- Test
- High Voltage
- Water
- Gas
- Low Voltage
- Demo

OK      Cancel      Help



**Edit Command/State Record**

General

ID: 21 Name: Valve

Description: OPEN , CLOSE , TRAVEL, ERROR

| Command          | State               |
|------------------|---------------------|
| Command 0: Open  | State 0: Opened     |
| Command 1: Close | State 1: Closed     |
| Command 2:       | State 2: Travelling |
| Command 3:       | State 3: Error      |

OK Cancel Help

### Edit Command/State Strings and User Point Types

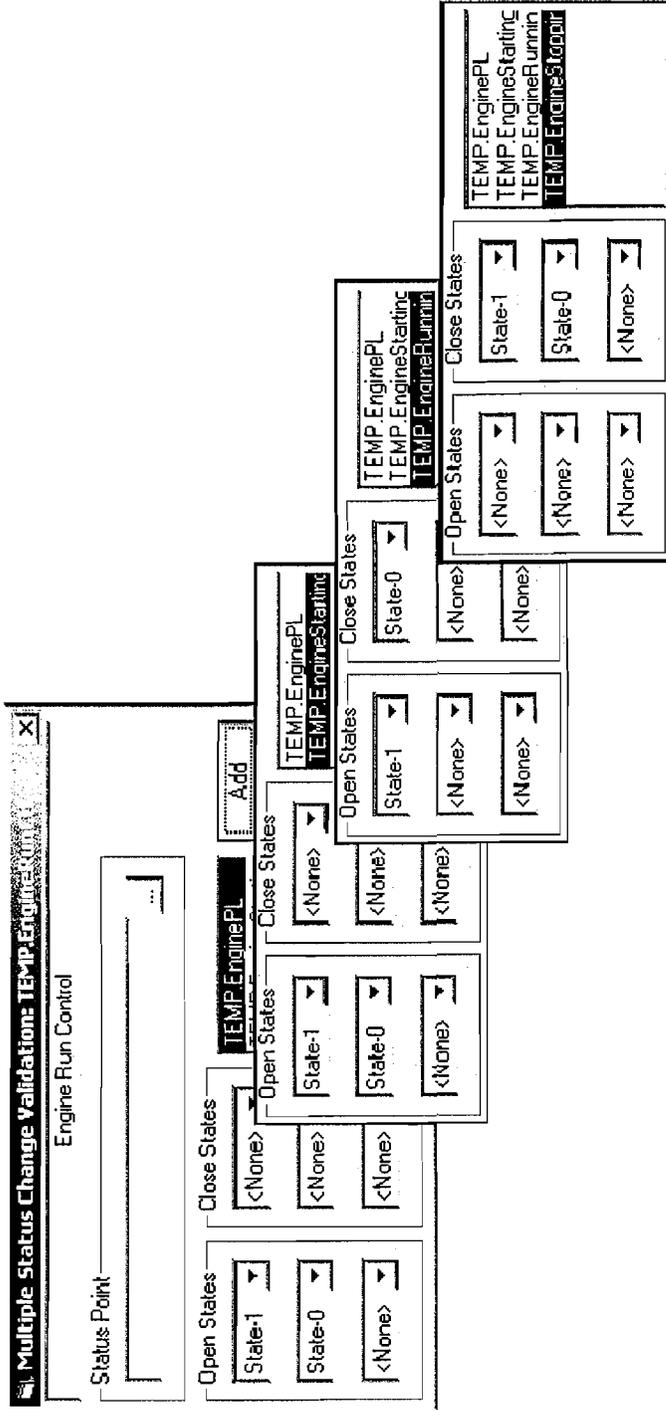
**Edit User Type**

ID: 1 Name: Indication

Description: Internal Indication

OK Cancel Help

### Edit Multiple Status Change Validation Data





**Edit Alarm Format**

ID: 1 Name: Format01

Description: Format 01

Format: N2,"N1","D","C

System: F

OK Cancel Help

### Edit Alarm Format

**Edit Alarm Color Info**

General

PKey: 1

Sustained. 1st Message. Active: Ack Yellow Nak Yellow

Momentary

Sustained. First Message. Clear: Ack Cyan (Light blue) Nak Yellow

Sustained. 2nd Message. Clear: Ack Cyan (Light blue) Nak Red

OK Cancel Help

### Edit Alarm Color Codes



**Edit Bell** [X]

General

ID: 1 Name: Control Rm Bell

Description: Soft buzzer in Operations

Zone Group: ZONES 1 T08

Points

Control Point: SYS\$.P3BELL

Silence Point: <None>

Disable Point: SYS\$.CALOUT

Priorities

- Priority 0
- Priority 1
- Priority 2
- Priority 3
- Priority 4

OK Cancel

Set Up External Alarm Bell (uses RTU controls)



Windows SCADA Explorer

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Calculation Editor

| Calculation Editor |     |                |              |              |              |        |        |        |        |
|--------------------|-----|----------------|--------------|--------------|--------------|--------|--------|--------|--------|
|                    | Fn# | Fn.Description | Par1         | Par2         | Par3         | Par4   | Par5   | Par6   | Par7   |
|                    | 1   | Sum            | L14.ACC3     | L14.ACC3     | #0.5         | <None> | <None> | <None> | <None> |
|                    | 25  | Sine/Cosine    | L14.ANA6     | L14.HBEAT    | <None>       | <None> | <None> | <None> | <None> |
|                    | 25  | Sine/Cosine    | AB.Angle     | AB.T1RA      | <None>       | <None> | <None> | <None> | <None> |
|                    | 1   | Sum            | AB.Angle     | AB.Angle     | #0.3         | <None> | <None> | <None> | <None> |
|                    | 3   | Multiply       | AB.SUPID     | AB.T1RA      | #400         | <None> | <None> | <None> | <None> |
|                    | 3   | Multiply       | AB.T2RA      | AB.T1RA      | #400         | <None> | <None> | <None> | <None> |
|                    | 3   | Multiply       | AB.T2WA      | AB.T1RA      | #400         | <None> | <None> | <None> | <None> |
|                    | 3   | Multiply       | AB.T1WA      | AB.T1RA      | #400         | <None> | <None> | <None> | <None> |
|                    | 1   | Sum            | SYS\$.ANGLE  | SYS\$.ANGLE  | #0.654111    | <None> | <None> | <None> | <None> |
|                    | 1   | Sum            | SYS\$.ANGLE1 | SYS\$.ANGLE1 | #0.02        | <None> | <None> | <None> | <None> |
|                    | 25  | Sine/Cosine    | SYS\$.ANGLE  | SYS\$.SIN    | SYS\$.COS    | <None> | <None> | <None> | <None> |
|                    | 25  | Sine/Cosine    | SYS\$.ANGLE1 | SYS\$.SIN1   | SYS\$.COS1   | <None> | <None> | <None> | <None> |
|                    | 1   | Sum            | SYS\$.NOISE  | SYS\$.ANGLE  | SYS\$.ANGLE1 | <None> | <None> | <None> | <None> |

**Edit Calculation Record**

Function:

---

Pid   =

Pid   \*

Pid

Pid

Pid   =

Pid   \*

Pid

Edit a calculation



Windows SCADA Explorer

---

Segment (Boolean Equations) Editor





**Edit Segment Record**

Output

=

Input1

XOR

Input2

Edit a segment equation

Output = Input1 operator Input2

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Windows SCADA Explorer

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Historical Data

Create a historical dataset

**Edit Historical Data Set**

**General**    Samples    Condition    Points    Data

Set ID:     Name:

Description:

Load Survey:     Collecting:

Derivation:  Derived    From:



**Edit Historical Data Set** [X]

General | **Samples** | Condition | Points | Data

Timing

Interval Type: <None>

Sample Interval: 0 days 1 hrs 0 min 0 sec

Sample Duration: 2 days 0 hrs 0 min 0 sec

Observ. Interval: 15 sec

Lead Timestamp:  Alignment: Nov 30, 1999 00:00:00

OK Cancel Help

Set up the sample interval



Define conditions for conditional sampling, if required

Edit Historical Data Set

General Samples **Condition** Points Data

Conditional Collection

Parameter 1  
Pid    Const

Parameter 2  
Pid    Const

OK Cancel Help



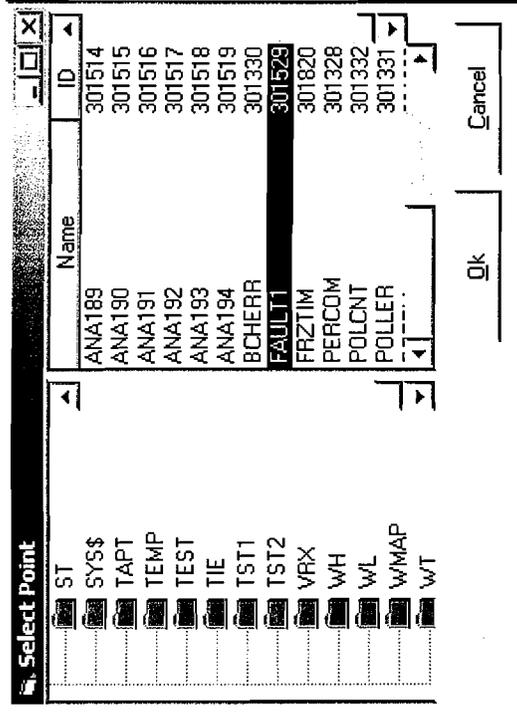
**Edit Historical Data Set**

| General  | Samples         | Condition | Points    | Data |
|----------|-----------------|-----------|-----------|------|
| L14.ACC3 | <None>          | <None>    | Add Point |      |
| AB.TTIRA | <None>          | <None>    | <None>    |      |
| AB.Angle | <None>          | <None>    |           |      |
| L14.ACC6 | <None>          | <None>    |           |      |
| AB.TTWA  | <None>          | <None>    |           |      |
| AB.TTIRA | Point Maximum   |           |           |      |
| AB.TTIRA | Time of Maximum |           |           |      |
| AB.TTWA  | Point Minimum   |           |           |      |
| AB.TTWA  | Time of minimum |           |           |      |
| AB.TTIRA | Point Minimum   |           |           |      |
| AB.TTIRA | Average         |           |           |      |

Buttons: Add Point, Remove Point

Buttons: OK, Cancel, Help

Choose points to sample



Use browser to choose points



**Edit Historical Data Set**

| General                                       | Samples             | Condition  | Points     | Data     |
|---|---------------------|------------|------------|----------|
| Jan 04, 01 07:15:30 (Jan 04, 01 12:15:30 UTC) |                     |            |            |          |
| L14.ACC3                                      | 1.5445E+04          | <None>     | Jan 04, 01 | 07:15:30 |
| AB.T1RA                                       | 1.2000E+01          | Manual     | Display    |          |
| AB.Angle                                      | 8.2523E+03          | <None>     | Prev Next  |          |
| L14.ACC6                                      | 0.0000E+00          | <None>     |            |          |
| AB.T1WA                                       | 8.0000E+00          | Manual     |            |          |
| AB.T1RA                                       | 1.2000E+01          | Calculated |            |          |
| AB.T1RA                                       | Jan 04, 01 06:15:45 | Calculated | C.         |          |
| AB.T1WA                                       | 8.0000E+00          | Calculated |            |          |
| AB.T1WA                                       | Jan 04, 01 06:15:45 | Calculated | C.         |          |
| AB.T1RA                                       | 1.2000E+01          | Calculated |            |          |
| AB.T1RA                                       | 1.2000E+01          | Calculated |            |          |

OK Cancel Help

Review samples, and modify if desired

**Edit Sample**

Time: Mar 30, 00 00:00:00

Point: AB.Angle

Value: 8.2739E+03

OK Cancel



ATTACHMENT 2 PROJECT TEAM RESUMES



## RESUME

**Cornel Munteanu**

*cmunteanu@survalent.com*

---

### **Responsibilities:**

**Responsible for development and maintenance of SCADA systems on Intel and Alpha platforms**

### **Experience:**

- 1993 - Present      **Survalex Technology Corporation**  
Mississauga, Ontario - Canada  
VP of Software Development
- 1991 - 1993      **Quindar Products Ltd.**  
Concord Ontario - Canada  
Manager of Software Development  
Responsible for development and maintenance of SCADA systems on Alpha platforms
- 1986 - 1991      **Quindar Products Ltd.**  
Concord, Ontario - Canada  
System Analyst
- 1979 - 1986      **Multiple Access Computer Group**  
(later Canada Systems Group)  
Don Mills, Ontario  
Programmer  
Participated in design and development of SCADA systems on PDP-11 and VAX
- 1975 - 1979      **Defence Research Establishment Valcartier**  
Valcartier, Quebec - Canada  
Scientist  
Research in image processing applications to target tracking

### **Education:**

- 1973      B. Eng., Electrical Engineering
- 1975      M. Eng., Electrical Engineering

### **Skill Base:**

Mr. Munteanu has 25 years of experience in SCADA systems. His experience includes design, development and testing. Mr. Munteanu's responsibilities include project management, supervision of the quality assurance (ISO 9000) program and the Customer service department, and sales support (quotations and product demonstrations). In addition to SCADA protocols and interfaces, Mr. Munteanu's knowledge extends to applications such as automatic generation control, load forecasting and load management, and load flow.

**Responsibilities:**

Design, implementation, testing and documentation of SCADA applications in Windows and VMS environments. System configuration, installation and training, technical support.

**Experience:**

1998 – Present

**Survallent Technology Corporation**

Mississauga, Ontario  
Systems Analyst

1987 – 1998

**Quindar Products Ltd.**

Concord, Ontario  
Project Manager

Specifying and managing the design, manufacture and integration of SCADA systems, and similar projects.

Custom RTU firmware development.

1983 – 1987

**Quindar Products Ltd**

Concord, Ontario  
Software Engineer

Developing real-time multi-tasking firmware for SCADA RTUs and other microprocessor-based industrial devices.

1981 – 1983

**Ferranti-Packard Electronics Ltd.**

Mississauga, Ontario  
Programmer

Developing Custom control software for large display signs for highway, retail and airport applications.

**Education:**

1981

Honours Cooperative Bachelor of Applied Science  
(Electrical Engineering)  
University of WaterlooWaterloo, ON

**Skill Base:**

A PEO-licensed Professional Engineer with extensive experience in Supervisory Control and Data Acquisition Systems.

Areas of expertise include application and firmware development, system design and integration, documentation, testing, installation, database generation and user training. Experienced with various forms of network and serial communications with devices from many different manufacturers.

**Responsibilities:**

**Responsible for software development and maintenance of SCADA systems on Intel platforms**

**Experience:**

1998 - Present

**Survalex Technology Corporation**

Mississauga, Ontario – Canada  
Software Engineer

1997 – 1998

**EPS Limited**

Nottingham, England  
Senior Design & Development Engineer  
Responsible for switchgear controls design

1996 - 1997

**University of West England**

Bristol, England  
Research Associate  
Power Electronic Drive Design

1991 - 1996

**National Grid Company Ltd**

(But worked from the University of Manchester, UK)  
London, England  
R&D Engineer

1985 - 1991

Power equipment design, computer simulation and control

**Thermal Power Research Institute**

Xian, Shaanxi - China  
Research Engineer  
SCADA systems development

**Education:**

1996

Ph.D., Electrical Engineering, University of Manchester, UK

1984

M. Eng., Electrical Engineering, Thermal Power Research Institute, China

1982

B.Eng., Instrumentations & Automation, Tsinghua University, China

**Skill Base:**

Mr. Tian has 16 years of design, development and application experience in SCADA systems, imbedded systems and power electronic circuits. Mr. Tian responsibilities include SCADA software design, development, test, trouble-shooting and documentations. In addition to SCADA protocols (such as DNP, IEC, RTC, MODBUS, 2179 etc) and interfaces, Mr. Tian's knowledge extends to applications such as automatic generation control, load management and process instrumentations and control systems.

**Responsibilities:**

**Field commissioning and training for SCADA equipment. System set-up and factory acceptance testing. Database and graphics generation.**

**Experience:**

2002 - Present

**Survallent Technology Corporation**

Mississauga, Ontario - Canada

System Specialist

Windows SCADA, Worldview, RTU's, and Switch Controllers set-up, test, field commissioning and training.

1999 – 2002

**Quindar Products Limited**

Mississauga, Ontario - Canada

Project Leader

Project management of Master Stations, RTU's, and Controllers. Responsible for drawings, bills of materials, configurations and test plans.

1996 – 1999

**Dacscan Limited**

Mississauga, Ontario - Canada

Production Supervisor

Production planning, stock handling, and shipping. Managed assembly of RTU cabinets and printed circuit board assemblies. Supervised production employees.

1980 – 1996

**Motorola Dacscan / G & W Dacscan**

Markham, Ontario - Canada

Project Leader / Testing Leader / Technician

Project management of RTU's and Switch Controllers. Supervise Test Department. Test and troubleshoot electronic equipment. Field Service.

**Education:**

1982

Ryerson Polytechnic Institute

Toronto, Canada

◆ Diploma in Electrical Technology – Electronics Option

**Skill Base:**

The year 2005 mark the 25<sup>th</sup> anniversary of Mr. Dolbel working in the field of SCADA. He started in the company working as a technician on microprocessor based RTU's. As time marched on Mr. Dolbel took on more responsibilities of managing projects and supervising departments. Eventually Survalent's products moved into Master Stations, for which Mr. Dolbel designed VMS and Windows SCADA systems, RTU's, as well as communication infrastructures. Responsibilities of Mr. Dolbel include the set-up of systems, ranging from single NT Masters to Quad Redundant host computers and with integration of dual LANs, multiple communication lines, various protocols, and off site Workstations. Also a responsibility of Mr. Dolbel is performing Factory Acceptance Testing (FAT), and to provide field commissioning and Customer training.



## RESUME

***Abdel-meguid Hussein***

*ahussein@survalent.com*

---

### **Responsibilities:**

**Configuration, Testing, Commissioning and Training for Windows and VMS SCADA Systems.**

### **Experience:**

2003 - Present

**Survalent Technology Corporation**  
Mississauga, Ontario - Canada

Systems Engineer

1999– 2002

**ABB Automation**  
Cairo ,Egypt

Controls Engineer

Design and maintenance of DCS and PLC based controls System.

1997 – 1999

**6<sup>th</sup> of October for Light sections**  
Giza, Egypt

Electrical Engineer

Design and maintenance of electrical and controls System

### **Education:**

1997

B.Sc. Electrical Engineering

### **Skill Base:**

More than 7 years of experience in Industrial Controls and SCADA systems. Experience included systems design/Integration, programming, configuring, Testing and Customer training. Very solid knowledge and experience of Industrial protocols and TCP/IP suite of protocols. Experience in several SCADA, DCS and PLC systems and their programming languages (FB, IEC1131). Very good communication and presentation skills. Very attentive to Customer's requirements and needs. Technical support for Customers and internal.





## RESUME

***Stuart Nord***

*snorl@survalent.com*

---

### **Responsibilities:**

**Responsible for development and maintenance of SCADA systems on Intel and Alpha platforms**

### **Experience:**

1993 - Present

#### **Survalex Technology Corporation**

Mississauga, Ontario - Canada

VP Software Engineering

1986 - 1993

#### **Quindar Products Ltd.**

##### **Senior Analyst**

Responsible for development and maintenance of SCADA systems on Alpha platforms

1977 - 1986

#### **Multiple Access Computer Group**

(later Canada Systems Group)

Don Mills, Ontario

Programmer/Analyst

Participated in design and development of SCADA systems on PDP-11 and VAX

(position)

(responsibilities)

### **Education:**

1973

BA Psychology University of Saskatchewan

### **Skill Base:**

Mr Nord has spent more than 25 years in the design, implementation and testing of SCADA master station systems. His experience covers user interface, communications and operating systems.



## RESUME

**Mike Roth**

*mroth@survalent.com*

|   |  |   |
|---|--|---|
| <b><u>Responsibilities:</u></b>   |  | <b>VP Sales, Western US Region</b><br>Sales and marketing of STC SCADA/AGC systems and Substation Controllers in the designated territory   |
| <b><u>Experience:</u></b>   |  |   |
| 2005 - Present  |  | <b>Survallent Technology Corporation</b><br>Mississauga, ON, Canada<br>VP of Sales, US Western Region   |
| 2003 - 2005   |  | <b>Open Systems International</b><br>Minneapolis, MN, USA<br>Director, Strategic Business Development<br>Responsible for developing new markets for SCADA/AGC/EMS   |
| 1998 - 2003   |  | <b>Siemens Power T&amp;D Inc. (former Telegyr Systems)</b><br>San Jose, CA, USA<br>Business Development Manager<br>Responsible for sales of SCADA/EMS systems in USA and selected international markets                 |
| 1993 - 1998   |  | <b>DEC Digital Equipment Corporation</b><br>(later Compaq Computer Inc., later acquired by HP)<br>Marlboro, MA, USA<br>Sales Director for Global Accounts<br>Responsible for business in Global Accounts market segment |
| 1986 - 1993   |  | <b>Landis &amp; Gyr Energy Management Corporation</b><br>Switzerland and Republic of Singapore<br>Regional General Manager, SCADA/EMS Division Asia Pacific<br>Developed SCADA/EMS business in Asian Pacific countries  |
| <b><u>Education:</u></b>  |  |   |
| 1979  |  | BS Eng., Solid State Physics, Switzerland   |
| <b><u>Skill Base:</u></b>   |  |   |
| <p>Mike Roth has 20 years of experience in SCADA/EMS systems. His experience includes marketing, sales and project management of control systems, PLC and SCADA/EMS systems. Mike has worked as a Project Manager for a large number of SCADA/EMS projects among others the national dispatching control centers of Ireland, Netherlands, Philippines and Israel. He has extensive experience in complex systems integration, enterprise applications, control strategy development, control systems implementation and maintenance. He has extensive experience with complex EMS functionality including generation control, network security and analysis, optimization software.</p> |  |   |





ATTACHMENT 3 LIST OF PROJECT REFERENCES



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                 | <u>LOCATION</u> | <u>CONTACT</u>                      | <u>SYSTEM</u>   |
|---------------------------------|-----------------|-------------------------------------|---|
| Alameda Power & Telecom         | Alameda, CA     | Kalpana Dulip Singh<br>510-748-3989 | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Load Management, Switch Order Preparation, Short Term Load Forecasting, System Configuration Status, Operator Training Simulator, Operations and Outage Accounting, ODBC, Worldview. L&G 8979 protocol.                   |
| Alaska Electric Light and Power | Juneau, AK      | Eric Erikson<br>907-708-4833        | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Load Management, Operations and Outage Accounting, Worldview, QUICS and RTCS protocols. QEI conversion. Upgraded from VMS.  |
| Benton County PUD               | Kennewick, WA   | Duane Sams<br>509-582-1281          | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Operator's Log Report, Load Management, Remote Alarm Annunciation, Operations and Outage Accounting, System Guarantees (Clearances), ODBC, Transcription, Worldview. QUICS protocol. QEI conversion. |
| Braintree Electric Light Dept.  | Braintree, MA   | Joe Morley<br>781-348-1070          | Dual redundant Windows masters. Command Sequencing, SCS, Master/Slave Alarms, Remote Alarm Annunciation, SCADA Add-in, Virtual RTU, GPS Clock, IED Wizard, Control Panel, Video Surveillance, Database Transcription. DNP 3.0 and L&G 8979 protocols. ILEX replacement.                           |
| Butler REC                      | Oxford, OH      | Tom Wolfenbarger<br>513-867-4436    | Single Windows master. Command Sequencing, Event Data Recording, Load Management, Short Term Load Forecasting, Worldview, QUICS, DNP 3.0 serial, and DNP 3.0 TCP/IP protocols. Satellite comm. Scout Station Controllers. QEI replacement.  |
| Cannoochee EMC                  | Reidsville, GA  | Johnny Welch<br>912-557-4391        | Single Alpha master. Command Sequencing, Event Data Recording, Load Management, Qnet, ODBC, ICCP, DDE Server, Worldview, Tejas V protocol. QEI conversion.  |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>              | <u>LOCATION</u>       | <u>CONTACT</u>                  | <u>SYSTEM</u>   |
|------------------------------|-----------------------|---------------------------------|---|
| Cap Rock Electric            | Stanton, TX           | Gary Reid<br>915-756-3381       | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Operator's Log Report, Load Management, Operator Training Simulator, Network Database Access Programming, ODBC, Transcription, Worldview. 2179, DNP, QUICS and TransData protocols. 900MHz radio, communicating direct to SEL 2030. Scout Station Controllers. QEI conversion. |
| Central Georgia EMC          | Jackson, GA           | Kevin H. Reeves<br>770-504-7869 | Dual redundant Windows masters. Worldview, Command Sequencing, SCADA Add-in, Load Management, IED Wizard, IED Control Panel. DNP 3.0, RTCS, and Tejas Series 5 protocols. QEI replacement.  |
| Central Valley Electric Coop | Artesia, NM           | Philip McKee<br>505-746-3571    | Single Windows master. SCADA Add-in, Remote Alarm Annunciation, Event Data Recording. DNP 3.0 protocol.   |
| Citizens Electric            | Ste. Genevieve,<br>MO | Tony Campbell<br>573-883-5339   | Dual redundant Windows masters. Worldview, Command Sequencing, Event Data Recording, SCADA Add-in, SCS, Transcription, IED Wizard, IED Control Panel, Virtual RTU. DNP 3.0 protocol. Scout RTUs.  |
| Clallam County, PUD #1 of    | Port Angeles, WA      | Quimby Moon<br>360-452-9771     | Dual redundant Windows masters. Worldview, Command Sequencing, NDA API, Master/Slave Alarm Suppression, SCS, Transcription, SCADA Add-in, SQL Server, DNP 3.0 protocol.   |
| Clark Public Utilities       | Vancouver, WA         | Curt McNeal<br>360-992-8547     | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Operator's Log Report, External Clock, Projection Display Control, System Configuration Status, Operator Training Simulator, ODBC, Worldview. L&G 8979 and SCOM 11.1 protocols. Scout Station Controller.   |
| Clinton Utilities Board      | Clinton, TN           | Ron Swanner<br>865-220-6270     | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, System Configuration Status, Remove Alarm Annunciation, Operations and Outage Accounting, System Guarantees, SCADA Add-in for Excel and Access, Transcription, DDE Server, Worldview. DNP 3.0 TCP/IP protocol. Scout Station Controllers.                                    |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                 | <u>LOCATION</u>   | <u>CONTACT</u>                | <u>SYSTEM</u>   |
|---------------------------------|-------------------|-------------------------------|---|
| Coastal EMC                     | Midway, GA        | Robert Moore<br>912-880-2239  | Single Alpha master. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, Worldview. DNP 3.0, Tejas V, and QUICS protocols.  |
| Columbia Power & Water          | Columbia, TN      | Doug Burgess<br>931-388-4833  | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Remote Alarm Annunciation, SCADA Add-in for Excel and Access, Operations and Outage Accounting, Worldview. DNP 3.0 serial, DNP 3.0 TCP/IP, Tejas V serial, Tejas V TCP/IP protocols. TELVENT replacement. |
| Deep East Texas Electric Coop.  | San Augustine, TX | Ken Dickerson<br>936-275-2314 | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, ODBC, Worldview Site License, Transcription. DNP 3.0 and QUICS protocols. QEI conversion.   |
| ElectriCities of North Carolina | Raleigh, NC       | Jim Poole<br>919-760-6207     | Dual redundant Alpha masters. Command Sequencing, ICCP, Transcription, Worldview. DNP 3.0 protocol. Scout Station Controller. QEI conversion.   |
| Elizabethtown Water Company     | Elizabethtown, NJ | Bhupesh Patel<br>908-301-3479 | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Operators Log Report, Qnet, Transcription. QUICS, Modbus, and Modbus TCP/IP protocols. Over 100 RTU's connected over several wire line communication circuits. QEI conversion.         |
| Eugene Water & Electric Board   | Eugene, OR        | March Rocha<br>541-341-8540   | Dual redundant Alpha master. Command Sequencing, Event Data Recording, Master/Slave Alarms, Operator's Log Reports, Qnet, Remove Alarm Annunciation, Transcription, Worldview. Tejas V and Modbus protocols.  |
| Excelsior EMC                   | Metter, GA        | Bill Walden<br>912-685-2115   | Single Windows master. SCADA Add-in, Worldview. Tejas III and V protocols.  |
| FEC Electric                    | Greenville, TX    | Sam Warren<br>903-455-1715    | Single Alpha master. Command Sequencing, Event Data Recording, Operations and Outage Accounting, ODBC, Transcription, Worldview. QUICS, Modbus, and DNP protocols. QEI conversion.  |



# SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                  | <u>LOCATION</u>  | <u>CONTACT</u>  | <u>SYSTEM</u>  |
|----------------------------------|------------------|---|--|
| Gaffney Board of Public Works    | Gaffney, SC      | Chuck Bolin<br>864-488-8800                               | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Remote Alarm Annunciation, Operator Training Simulator, ODBC, Worldview. DNP 3.0 TCP/IP, Modbus and QUICS protocols.  |
| Golden Spread Electric           | Amarillo, TX     | Archie Holtan<br>(Consultant)<br>405-416-8148             | Quad redundant Windows masters. ICCP, ODBC, Transcription, Worldview, WebServ. Upgraded from VMS. DNP 3.0 TCP/IP protocol.   |
| Greenville Utilities Commission  | Greenville, NC   | Matt Mabry<br>252-551-3381<br>Todd Rousse<br>252-551-1750 | Dual redundant Alpha masters. Command Sequencing, Master/Slave Alarms, Load Management, Transcription, Worldview. Windows HMI for substation automation. DNP 3.0 and QUICS protocols. QEI conversion.  |
| Hart EMC                         | Hartwell, GA     | Keith Brown,Daryl Molliere<br>706-376-4714                | Single Windows master. Command Sequencing, Master/Slave Alarms, Transcription, Worldview. Tejas V, RCCA, and DNP 3.0 protocols.  |
| Hastings Utilities               | Hastings, NE     | Jim Aksamit<br>402-463-1371                               | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Switch Order Preparation, System Configuration Status, System Guarantees, Transcription, AGC, Worldview. DNP 3.0 TCP/IP and QUICS protocols. QEI replacement.   |
| Hingham Municipal Lighting Plant | Boston, MA       | Chris Cox<br>617-749-0134                                 | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, Network Database Access Programming, ODBC. QUICS protocol.   |
| Homer Electric                   | Homer, AK        | Randy Parret<br>907-235-8551                              | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, External Clock Interface, System Configuration Status, Operator Training Simulator, Network Database Access Programming, ODBC, Worldview. 90-mile separation between master stations. DNP 3.0 and L&G 8979 protocols. |
| Hopkinsville Electric            | Hopkinsville, KY | Marshall Kellow<br>270-887-4210                           | Single Windows master. Command Sequencing, Event Data Recording, External Clock Interface, Operations Outage Accounting, SCADA Add-in, Transcription, Worldview. DNP 3.0 protocol.   |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                   | <u>LOCATION</u>  | <u>CONTACT</u>                                      | <u>SYSTEM</u>  |
|-----------------------------------|------------------|---|--|
| Joe Wheeler EMC                   | Trinity, AL      | Dewanna Jones<br>256-351-6517                       | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, SCADA Add-in, Transcription, Operations Outage Accounting, IED Wizard, Control Panel, Load Management, Worldview. DNP and QUICS protocols. Scout Station Controller. QEI conversion. Upgraded from VMS. |
| Laclede Electric Coop.            | Lebanon, MO      | Terry Rosenthal<br>417-588-1334                     | Dual redundant Windows masters. Worldview, Command Sequencing, Event Data Recording, SCADA Add-in, Transcription, DNP Server, DNP 3.0 protocol. QEI replacement.   |
| Lake Pontchartrain Causeway       | Metairie, LA     | Ed Champagne<br>Gulf Engineers<br>225-612-3000      | Dual redundant Alphas. Fault detection, isolation, and restoration scheme for Lake Pontchartrain bridge.   |
| Lebanon Utilities                 | Lebanon, IN      | David VanWye<br>765-482-5100                        | Single Windows master. Worldview, Remote Alarm Annunciation, Command Sequencing, and SCS. Scout Station Controllers. DNP 3.0 protocol. ILEX conversion/replacement.  |
| Logan City Light & Power          | Logan, UT        | Garth Turley<br>Engineering Manager<br>435-750-9944 | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, Short Term Load Forecasting, Operations and Outage Accounting, ODBC, Transcription, Worldview. QUICS protocol. QEI conversion.   |
| Longmont Power and Communications | Longmont, CO     | Chuck Saylor<br>303-651-8362                        | Single Windows master. Event Data Recording, Worldview. DNP 3.0 protocol. L&G replacement.   |
| Loveland, City of                 | Loveland, CO     | Rocky Ray<br>970-962-3558                           | Single Windows master. Worldview, SCADA Add-in, Event Data Recording, DNP 3.0 protocol.  |
| M & A Electric Power Coop.        | Poplar Bluff, MO | John Settle<br>573-785-9651                         | Dual redundant Windows masters. Operations and Outage Accounting, External Clock Interface (GPS), Worldview, Master Slave Alarm Suppression, Database Transcription, SCADA Add-in, IED Wizard, and IED Control Panel. Telegyr 8979 and DNP 3.0 protocols. QEI replacement.                             |
| Marshall, City of                 | Marshall, MI     | Keith Zienert<br>269-781-8631                       | Single Windows master. IED Wizard, Worldview. DNP 3.0 and MDO-11 protocols. REPAS replacement.   |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                  | <u>LOCATION</u> | <u>CONTACT</u>  | <u>SYSTEM</u>   |
|----------------------------------|-----------------|---|---|
| Miami Dept. of Public Utilities  | Miami, OK       | Rex Garrett<br>918-542-6685                           | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Operations and Outage Accounting, ODBC, Transcription, Worldview. QUICS protocol.  |
| Minnesota Valley Co-op L&P       | Montevideo, MN  | Kory Johnson<br>320-269-2163                          | Single Windows master. Command Sequencing, Master/Slave Alarms, Remote Alarm Annunciation, SCADA Add-in, IED Wizard, Worldview. DNP 3.0 protocol.   |
| Mishawaka Utilities              | Mishawaka, IN   | Gordon Allen<br>574-258-1647                          | Single Windows master. Command Sequencing, System Configuration Status, Remote Alarm Annunciation, Transcription, Worldview. DNP 3.0 protocol. Scout Station Controllers. ILEX replacement.   |
| Moon Lake Electric Cooperative   | Roosevelt, UT   | Kenneth Winder<br>435-722-5406                        | Single Windows master. DNP protocol. Trapper Station Controllers.   |
| Newton, City of                  | Newton, NC      | Doug Wesson<br>704-523-6045<br>(SE Consulting Engrs.) | Single Alpha master. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, Short Term Load Forecasting, Operations and Outage Accounting, ICCP, Worldview. DNP 3.0 serial, DNP 3.0 TCP/IP. Trapper Station Controllers. QEI conversion. |
| North Plains Electric Coop       | Perryton, TX    | Lewis Crain<br>806-435-5482                           | Single Windows master. Virtual RTU, IED Wizard, Worldview. DNP 3.0 protocol.  |
| Northern California Power Agency | Roseville, CA   | Tom Breckon<br>916-781-3636                           | Dual redundant Alpha masters. Command Sequencing, ICCP, Network Database Access Programming, ODBC, Transcription, DDE Server, Modbus Server, AGC, Worldview. Modbus serial, Modbus TCP/IP, L&G 8979 and Tano protocols.   |
| Oberlin Municipal Light & Power  | Oberlin, OH     | Victor Oeftering<br>440-775-1531                      | Dual redundant Alpha masters. Command Sequencing, ODBC, Worldview. DNP 3.0 and QUICS protocols.   |
| Ocmulgee EMC                     | Eastman, GA     | James Rogers<br>912-347-7001                          | Single Windows master. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, SCADA Add-in, Worldview. DNP 3.0, Tejas V, and RTC 1032 protocols. QEI conversion. STC VMS to Windows upgrade.   |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>               | <u>LOCATION</u>  | <u>CONTACT</u>                  | <u>SYSTEM</u>   |
|-------------------------------|------------------|---------------------------------|---|
| Oconee EMC                    | Dudley, GA       | Edwin Edwards<br>478-676-3191   | Single Alpha master. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, ICCP, Qnet, ODBC, Worldview. QUICS and Tejas V protocols. QEI conversion.  |
| Ouachita Electric Coop        | Camden, AR       |                                 | Single Windows master. WorldView, SCADA Explorer, Event Data Recording, SCADA Add-in, DNP 3.0 protocol.   |
| Platte River Power Authority  | Fort Collins, CO | Terry Baker<br>970-229-5341     | Quad redundant Windows masters. PI Interface, ICCP, Mapboard driver with CIS protocol, GPS Clock Support, Event Data Recording, Command Sequencing, System Configuration Status, Master/Slave Alarm, SCADA Add-in for Excel and Access, Operator Training Simulator, Worldview Site License. DNP 3.0 serial, DNP 3.0 TCP/IP, L&G 8979 serial, L&G 8979 TCP/IP protocols. Siemens replacement. |
| Perennial Public Power Dist.  | York, NE         | Mike Jones<br>402-362-3355      | Single Windows master. Worldview, Event Data Recording, Remote Alarm Annunciation, Transcription, DNP 3.0 protocol.   |
| Plumas-Sierra REC             | Portola, CA      | Bob Marshall<br>530-832-4261    | Dual redundant Windows masters. Command Sequencing, Event Data Recording, External Clock Interface (GPS), Worldview, SCADA Add-in, IED Wizard, and IED Control Panel. DNP 3.0 protocols. SEL project.   |
| Rayle EMC                     | Washington, GA   | Phil Brown<br>706-678-2116      | Single Alpha master. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, Worldview. Tejas V protocol. QEI conversion.   |
| Reading Municipal Light Dept. | Reading, MA      | Paul Carson<br>781-944-1340     | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Forecasting, Switch Order Preparation, Remote Alarm Annunciation, System Guarantees, SCADA Add-in, Control Panel, Transcription, Worldview. DNP 3.0 and L&G 8979 protocols. Siemens replacement.  |
| Roosevelt Electric Coop.      | Portales, NM     | Antonio Sanchez<br>505-356-4491 | Single Windows master. Event Data Recording, Remote Alarm Annunciation, SCADA Add-in, IED Wizard, Worldview. DNP 3.0 protocol. Scout Station Controllers.   |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                 | <u>LOCATION</u>     | <u>CONTACT</u>                   | <u>SYSTEM</u>   |
|---------------------------------|---------------------|----------------------------------|---|
| Roseville, City of              | Roseville, CA       | Man Fok<br>916-774-5613          | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Operator's Log Report, Load Management, Short Term Load Forecasting, Operations and Outage Accounting, System Guarantees (Clearances), ODBC, NDA API, Operator Training Simulator, Worldview. DNP 3.0, Tejas V, and L&G 8979 protocols.  |
| Rusk County Electric Coop       | Henderson, TX       | Keith Holmes<br>(903) 657-4571   | Dual Redundant Windows masters. WorldView, SCADA Explorer, SCADA Add-in, Remote Alarm Annunciation, DNP 3.0 protocol.   |
| San Bernard Electric Coop.      | Bellville, TX       | Don Roberts<br>(979) 865-3171    | Dual redundant Windows masters. DNP 3.0 serial, DNP 3.0 TCP/IP and Tejas V protocols. ILEX replacement.   |
| Satilla Rural EMC               | Alma, GA            | Lonny Whitley<br>912-632-7222    | Single Alpha master. Command Sequencing, Event Data Recording, Load Management, Qnet, DDE Server, Worldview. QUICS protocol. QEI conversion.  |
| Scottsboro EPB                  | Scottsboro, AL      | Brad Rhodes<br>256-259-5052      | Dual redundant Windows. Command Sequencing, Event Data Recording, SCADA Add-in, Remote Alarm Annunciation, SCS, and Load Management. QUICS and DNP 3.0 protocols. QEI replacement.  |
| Sequachee Valley Electric Coop. | South Pittsburg, TN | Danny Kirkendoll<br>423-837-8605 | Single Windows master. Worldview, Event Data Recording, and SCADA Add-in. Scout Station Controllers. DNP 3.0 protocol.  |
| Shelby Electric Cooperative     | Shelbyville, IL     | James Coleman<br>217-774-3986    | Single Windows master. Command Sequencing, Event Data Recording, Worldview Site License, Remote Alarm Annunciation, SCADA Add-in for Excel and Access, Transcription, DNP Server. DNP 3.0 serial, DNP 3.0 TCP/IP protocols. Scout Station Controllers. ILEX replacement.  |
| Sho-Me Power                    | Marshfield, MO      | Jim Bagley<br>417-468 2615       | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Switch Order Preparation, System Configuration Status, Remote Alarm Annunciation, System Guarantees, ICCP, Transcription, Worldview. Simple Network Management Protocol (SNMP), DNP Server. Worldview with control at 8 member cooperatives. DNP 3.0 over TCP/IP and Tejas Series V protocols. Scout Station Controllers. QEI replacement. |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>             | <u>LOCATION</u> | <u>CONTACT</u>                     | <u>SYSTEM</u>  |
|-----------------------------|-----------------|------------------------------------|--|
| Springfield Utilities Board | Springfield, OR | Tom Weller<br>541-744-3711         | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, ICCP, ODBC, Short Term Load Forecasting, Operations and Outage Accounting. DNP 3.0 serial, DNP 3.0 TCP/IP, L&G 8979, and QUICS protocols.                                  |
| Tampa Bay Water             | Clearwater, FL  | Dave Detwiler<br>727-791-2331      | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, System Configuration Status, Qnet, ODBC, Transcription, Video SCADA, Worldview. QUICS and Modbus protocols. QEI replacement.                          |
| Tri-County Electric Coop    | Gray, GA        | Cliff Holms<br>478-986-8154        | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Load Management, ODBC, Worldview. QUICS, DNP 3.0, and Tejas V protocols. QEI conversion.  |
| Tri-County Electric Coop    | Hooker, OK      | David Tivis<br>580-652-2418        | Dual redundant Windows masters. WorldView, SCADA Explorer, Command Sequencing, Event Data Recording, SCS, Load Forecasting, SCADA Add-in. QUICS IV and L&G 8979 protocols. QEI replacement.  |
| Trinity Valley              | Kaufman, TX     | Tim Craig<br>972-932-2214          | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Operations and Outage Accounting, ODBC, Transcription, Worldview. QUICS, Modbus, and DNP 3.0 TCP/IP protocols. QEI conversion.   |
| Truckee-Donner PUD          | Truckee, CA     | Stephen Hollabaugh<br>916-582-3934 | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, External clock Interface, System Configuration Status, Qnet, Remote Alarm Annunciation, Operator Training Simulator, ODBC, Worldview. QUICS protocol. |
| Tullahoma Utilities Board   | Tullahoma, TN   | Wayne Daniel<br>931-455-4515       | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Remote Alarm Annunciation, Worldview. DNP 3.0 TCP/IP protocol.  |
| United Power                | Brighton, CO    | Don McDaniel<br>303-659-0551       | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Load Management, Switch Order Preparation, System Configuration Status, Worldview. DNP 3.0 and QUICS protocols. QEI replacement.   |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                             | <u>LOCATION</u>      | <u>CONTACT</u>                        | <u>SYSTEM</u>  |
|---|----------------------|---------------------------------------|--|
| University of North Carolina<br>Chapel Hill | Chapel Hill, NC      | Curtis Helfrich<br>919-966-4100       | Dual redundant Windows masters. Command Sequencing, Event Data Recording, Master Slave Alarm Suppression, Database Transcription, Remote Alarm Annunciation, SCADA Add-in, SCS, IED Wizard, IED Control Panel, NDA API, Video Surveillance, and SNMP protocol.   |
| University of North Carolina<br>Greensboro  | Greensboro, NC       | Lee Erickson<br>336-334-3337          | Modbus and DNP 3.0 protocols. ABB replacement.<br>Single Windows master. Event Data Recording, NDA API, Master/Slave Alarm, SCADA Add-in, Remote Alarm Annunciation, GPS Clock, Transcription, Worldview. DNP 3.0  |
| Vernon, City of                             | Vernon, CA           | Ali Nour<br>213-583-8811 x316         | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarm, Switch Order Preparation, System Configuration Status, Operator Training Simulator, Operations and Outage Accounting, ODBC, Worldview. DNP 3.0 protocol.   |
| Warren RECC                                 | Bowling Green,<br>KY | Gary Dunagan<br>270-842-6541          | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Remote Alarm Annunciation, Transcription, Worldview. DNP 3.0, QUICS, Tejas V, and Modbus protocols. Scout Station Controllers. QEI conversion.   |
| Washington, City of                         | Washington, NC       | Edmund J. Pruden, III<br>252-975-9372 | dual redundant Windows masters. Command Sequence, SCADA Add-in, Event Data Reporting, Load Management, Power Factor Correction, WorldView, SCADA Explorer. QUICS IV, DNP 3.0, and Modbus protocols.  |
| Washington EMC                              | Sandersville, GA     | Mark Riner<br>478-552-2577            | Single Alpha master. Command Sequencing, Event Data Recording, Load Management, Qnet, Operations and Outage Accounting, DDE Server, ODBC, Worldview. Tejas V protocols. QEI conversion.  |
| Western Area Power<br>Administration        | Sacramento, CA       | Sonja Anderson<br>916-353-4514        | Dual redundant Alpha masters. Command Sequencing, Event Data Recording, Master/Slave Alarms, Operator's Log Reports, Switch Order Preparation, External Clock Interface, Short Term Load Forecasting, System Configuration Status, Qnet, Network Database Access Programming, System Guarantees, AGC, ICCP, ODBC, PI Interface. DNP 3.0 and QUICS protocols. |



## SURVALENT TECHNOLOGY US CUSTOMER LIST

| <u>CUSTOMER</u>                  | <u>LOCATION</u> | <u>CONTACT</u>                  | <u>SYSTEM</u>  |
|----------------------------------|-----------------|---------------------------------|--|
| White River Electric Cooperative | Branson, MO     | Robert Johnston<br>417-335-9261 | Dual redundant Windows masters. Worldview, Remote Alarm Annunciation, Event Data Recording, System Configuration Status, SCADA Add-in for Excel and Access, DNP Server, Transcription. DNP 3.0 serial, DNP 3.0 TCP/IP protocol. Trapper Station Controllers. ILEX replacement. |
| Zeeland, City of                 | Zeeland, MI     | Don Muller<br>616-772-6212      | Dual redundant Windows masters. WorldView, SCADA Explorer, Command Sequencing, Event Data Recording, Master/Slave Alarm, SCADA Add-in, GPS Clock, IED Wizard, External Alarm Bell. DNP 3.0 and L&G 8979 protocols.   |



October 2005

## ATTACHMENT 4 SPECIFIC HARDWARE DOCUMENTATION

## **PCM - Port Combiner Module**

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## 2.0 General Description

The purpose of the PCM is to combine two RS232 signals from two computers and connect to one communication device. It will also generate control signals to the communication device. The PCM contains RS232 ports, micro controller and voltage regulator.

Two RS232 ports are connected externally to a dual redundant master station with 2 communication channels. Each of these ports handles RxD, TxD, DTR and DCD. The 3<sup>rd</sup> RS232 port is connected externally to a modem or other communication device. The port handles RxD, TxD, RTS, CTS and DCD.

It is expected that only one computer will be transmitting at a time. The transmit data from the active computer will be passed to the micro controller. The micro controller will retransmit this data on the 3<sup>rd</sup> port after the appropriate RTS/CTS sequence as described below.

Data received on the 3<sup>rd</sup> port will be passed on to both computer ports in parallel without any processing. The same applies for DCD.

The PCM accepts +/- 12V dc from dual redundant power supplies.

## 3.0 Signal Description

### 3.1 TxD from computer

The microcontroller will detect data from the computer. When the first character has been received it will assert RTS and then wait for either CTS or a selected delay time before starting its own transmission. The controller will buffer data from the computer until it is ready to transmit. It is expected that the buffer will hold up to 192 characters. If the buffer overflows the data will be erased and the controller will wait for a new message.

The controller will accept characters for the same message until it detects a gap of two or more characters in the stream. It will then finish transmitting the remaining characters in the buffer. After the last character and a selected time delay, RTS is deactivated. A new message from the computer can be started after a gap of 3 or more characters from previous message.

The baud rate is selectable, but will be the same for data from the computer and data going to the communication device. The character format is fixed at 8 data bits, and 1 stop bit. The parity can be set to none, odd or even.

### 3.2 DTR from computer

DTR is not acted on at this time.

### 3.3 RxD from the communications device

The RxD signal from the communication device is passed on to both computer ports without processing other than regenerating the RS232 signals. Micro controller monitors the signal when PCM runs in Programmed Mode and the Collision Avoidance Algorithm is enabled.

### 3.4 DCD from the communications device

The DCD signal from the communication device is passed on to both computer ports without processing other than regenerating the RS232 signals. Micro controller monitors the signal when PCM runs in Programmed Mode and the Collision Avoidance Algorithm is enabled.

## 4.0 Operational Mode

The PCM offers specific functionality in each of the five operational modes available: 1) Direct Path Mode, 2) Jumper Settings Mode, 3) Programmed Mode, 4) Configuration Mode – hard setting and 5) Configuration Mode – soft setting. Table 4a shows the operational mode, the functionality and the source for parameters.

In Direct Path Mode the PCM will pass all the data to the Modem Port without any processing. No data or control signal is monitor or generated. The Master Station RS232 port and the equipment connected to the Modem Port must have the same communication parameters (e.g. data format, speed). The PCM has no parameters to set in this mode.

Jumpers Settings Mode offers the functionality of a port combiner with controlled transmission. Using the jumper header the following parameters can be set: baud rate, RTS Preamble, RTS OFF Delay. The PCM can buffer up to 192 bytes in maximum 16 messages/frames.

The Configuration Mode is a console interface to setup parameters used in Programmed Mode. The new set of parameters are stored in the by the microcontroller in the internal EEPROM.

Programmed Mode offers the functionality of the Jumpers Settings Mode plus parity selection and DNP 3.0 Collision Avoidance Algorithm emulation. The parameters are set using the Configuration Mode. The PCM can buffer up to 192 bytes in maximum 16 messages/frames.

Table 4a

| <i>Operational mode</i>           | <i>Functionality</i> | <i>Parameters source</i>                     |
|-----------------------------------|----------------------|--|
| Programmed Mode                   | Port Combiner        | Parameters retrieved from the EEPROM.        |
| Configuration Mode, hard settings | Setup                | Default: 9600bps, parity none.               |
| Direct Path                       | Port Combiner        | No parameters required.                      |
| Jumpers Settings                  | Port Combiner        | Parameters retrieved from the jumper header. |
| Configuration Mode, soft settings | Setup                | Parameters retrieved from the EEPROM.        |

The operational mode is set by jumper selection on an 8-position header. Valid selections are shown in Tables 4c, 4d, 4e and 4f. The PCM will operate in the highest priority operational mode. The highest priority is 1 and the lowest is 5. Table 4b shows available parameters, definition, and valid range.

| <i>Parameter</i> | <i>Mode</i>                               | <i>Definition</i>   | <i>Range/ Selection</i>                                  |
|------------------|---|---|--|
| Data format      | All operational modes                     | 8 bits data, 1 bit stop   | Default  |
| Baud rate        | Programmed Mode and Jumpers Settings Mode | RS232 serial communication speed.   | 1200, 2400, 4800, 9600, 19200, 38400bps                  |
| Parity           | Programmed Mode                           | 9-th bit, calculated parity for each byte transmitted.                                  | None, Odd, Even  |
| RTS Preamble     | Programmed Mode and Jumpers Settings Mode | The PCM asserts RTS and starts the transmission at the end of timed delay.              | 0, 10ms, 20ms, 50ms, 100ms, 200ms, 500ms, CTS controlled |
| RTS Off Delay    | Programmed Mode and Jumpers Settings Mode | At the end of the transmission the PCM de-activates RTS after timing the selected delay | 0, 20ms, 50ms, 100ms                                     |
| CDC Source       | Programmed Mode                           | Selects the CDC source for monitoring.  | CDC, Rx  |

|                    |                 |  |              |
|--------------------|-----------------|--|--------------|
| Max Random Time    | Programmed Mode | See 4.1.1 Collision Avoidance Algorithm. | 0 to 65000ms |
| Min Link Idle Time | Programmed Mode | See 4.1.1 Collision Avoidance Algorithm. | 0 to 65000ms |

Table 4b

Table 4c

| Parameter       | Baud rate |   |   | RTS Preamble |   |   | RTS Off Delay |   |
|-----------------|-----------|---|---|--------------|---|---|---------------|---|
| Jumper position | 1         | 2 | 3 | 4            | 5 | 6 | 7             | 8 |
| Bit position    | 1         | 2 | 2 | 1            | 2 | 3 | 1             | 2 |

Table 4d

| Baud rate<br>(3 positions) | Jumper position |   |   | Baud rate / Operational Mode |
|----------------------------|-----------------|---|---|------------------------------|
|                            | 1               | 2 | 3 |                              |
| 0                          | 0               | 0 | 0 | <i>Programmed Mode</i>       |
| 1                          | 0               | 0 | 0 | 1200bps                      |
| 0                          | 1               | 0 | 0 | 2400bps                      |
| 1                          | 1               | 0 | 0 | 4800bps                      |
| 0                          | 0               | 1 | 1 | 9600bps                      |
| 1                          | 0               | 1 | 1 | 19200bps                     |
| 0                          | 1               | 1 | 1 | 38400bps                     |
| 1                          | 1               | 1 | 1 | <i>Configuration Mode</i>    |

Table 4e

| RTS Preamble<br>(3 positions) | Jumper position |   |   | Time Delay/ Operational Mode     |
|-------------------------------|-----------------|---|---|----------------------------------|
|                               | 4               | 5 | 6 |                                  |
| 0                             | 0               | 0 | 0 | CTS control                      |
| 1                             | 0               | 0 | 0 | 10 ms.                           |
| 0                             | 1               | 0 | 0 | 20 ms                            |
| 1                             | 1               | 0 | 0 | 50 ms                            |
| 0                             | 0               | 1 | 1 | 100 ms                           |
| 1                             | 0               | 1 | 1 | 200 ms                           |
| 0                             | 1               | 1 | 1 | 500 ms                           |
| 1                             | 1               | 1 | 1 | <i>Direct Path (by-pass PCM)</i> |

Table 4f

| RTS Off Delay<br>(2 positions) | Jumper position |   | Delay             |
|--------------------------------|-----------------|---|-------------------|
|                                | 7               | 8 |                   |
| 0                              | 0               | 0 | (1 char) + 0 ms   |
| 1                              | 0               | 0 | (1 char) + 20 ms  |
| 0                              | 1               | 1 | (1 char) + 50 ms  |
| 1                              | 1               | 1 | (1 char) + 100 ms |

Legend: '0' – jumper out (open)  
'1' – jumper in (close)

## 4.1 Programmed Mode

If jumper positions 1, 2, and 3 are open the PCM operates in Programmed Mode. In this mode the parameters are retrieved from the EEPROM. To operate properly in this mode the PCM must be set using the Configuration Mode described in 4.2.

If the EEPROM is empty, the default parameters are stored in EEPROM and the micro controller restarts.

When the PCM is running in Programmed Mode it is possible to activate the Configuration Mode by sending the following message (without quotes): "QUINDAR PRODUCTS LTD.". The characters must be typed or a delay of 50 milliseconds must be inserted after each character. After the successful detection of the password the normal PCM operation stops. A loop back path is set and all the messages are sent back to the Master. This feature permits a quick remote setup without changing the jumpers (see 4.5 Configuration Mode, soft settings).

### 4.1.1 Collision Avoidance Algorithm

Another special feature available only in Programmed Mode is the *Collision Avoidance Algorithm for DNP v3.00*. This function is disabled if *Min Link Idle Time* and *Max Random Time* are set to zero. When enabled the PCM performs a collision avoidance algorithm before transmitting each frame.

Because the collision avoidance algorithm is based on seeing Data Carrier Detect (DCD) asserted when any other device is transmitting a frame, it limits communication to half-duplex. Also, it cannot be enabled in a dial-up environment because when using a dial-up modem the Data Link uses DCD to know whether or not it has a connection. Both RTS and DCD must be enable in order to use collision avoidance.

### 4.1.2 Inputs

When collision avoidance is enabled, the PCM monitors the DCD signal to determine when it is safe to transmit. In a multi-point configuration, the DCD input signal is typically connected to the Request To Send (RTS) output signals of the other devices sharing the serial link.

The PCM uses the configuration parameters RTS Preamble, Min Link Idle Time and Max Random Delay to implement this algorithm. Refer to the DNP v3.00 Data Link Configuration Guide for more details.

### 4.1.3 Processing Algorithm

The PCM performs the following algorithm each time it attempts to transmit a frame when collision avoidance is enabled:

1. Wait until DCD is not asserted.
2. Wait the length of time specified by the Min Link Idle Time configuration parameter.
3. If DCD is asserted or DCD was asserted at any time during the wait, return to step 1.
4. Wait a random length of time no longer than that specified by the Max Random Delay configuration parameter.
5. If DCD is asserted or DCD was asserted at any time during the wait, return to step 1.
6. Assert Request To Send (RTS) and wait for the length of time required by the RTS Preamble configuration parameter.
7. Transmit the frame.

The pause for the Min Link Idle Time creates a "window" of time allowing a designated master device to claim the line before any other device. On a master device, the length of this pause is typically configured to zero, while on each slave, it is typically configured to a time long enough for the master to detect that the link is idle and assert

RTS. The random delay limits the probability that two or more devices will attempt to claim the serial link at the same time.

#### 4.1.4 Output

The PCM uses the Request To Send (RTS) signal to indicate it has claimed the serial link. In a multi-point configuration, this signal is typically connected to the Data Carrier Detect (DCD) line of all other devices on the serial link.

## 4.2 Configuration Mode, hard settings

If jumper positions 1, 2, and 3 are closed the PCM operates in Configuration Mode. In this mode the PCM accepts parameters from the Master port and stores these parameters in EEPROM. The PCM will reject and report any out of range selection. Maximum five characters and ENTER are accepted at the prompt. All characters are rejected except digits and ENTER. Typing ENTER without a selection validates the current selection. Table 4.2 shows the configuration interface:

Table 4.2

```

The EEPROM is empty. New settings must be stored!

Quindar Products LTD.
PCM - Port Combiner Module
70917-05 v. 2.00 / April 15, 2002

Default Data bits: 8
Default Stop bits: 1

Baud rate: 4
  9600 1200 2400 4800 9600 19200 38400
  [0]  [1]  [2]  [3]  [4]  [5]  [6]
New selection:

Parity: 0
  None  Odd  Even
  [0]  [1]  [2]
New selection:

CD source: 1
  CD  Rx-line
  [0]  [1]
New selection:

(RTS ON Preamble: The PCM asserts RTS and starts the transmission at the
end of timed delay. If 'CTS controlled' is selected, there is no delay.)

RTS ON Preamble: 7
  CTS controlled 10ms 20ms 50ms 100ms 200ms 500ms 0ms
  [0]           [1]  [2]  [3]  [4]  [5]  [6] [7]
New selection:

(RTS OFF Delay: At the end of the transmission the PCM deactivates
RTS after timing the selected delay. Select '0' for no delay.)

RTS OFF Delay: 0
  0ms 20ms 50ms 100ms
  [0]  [1]  [2]  [3]
New selection:

Max Random Delay: 0050
[Enter time in msec. Range 0 - 65000]
New selection:

```

```

Min Link Idle Time: 0100
[Enter time in msec. Range 0 - 65000]
New selection:

Save settings: NO
               NO  YES
               [0] [1]
New selection:
Parameters successfully stored.           / No parameters stored.
The PCM is ready to start. Remove jumpers now!

```

At the end of the configuration process jumpers 1, 2, and 3 must be removed and the PCM will restart and run using the settings stored in the EEPROM. The PCM communicates using the following parameters: 9600bps, no parity, RTS Preamble/ OFF Delay are zero, Max Random Delay / Min Link Idle Time are zero. *"The EEPROM is empty."* message is displayed if there are no parameters previously stored.

### 4.3 Direct Path Mode

In this operational mode the microcontroller enables a direct path from the Master ports to the Modem port. There is no processing involved and no parameters are necessary. To operate in this mode jumpers 4, 5, and 6 must be in.

### 4.4 Jumper Settings Mode

The Jumper Settings Mode is activated if the PCM does not detect Programmed Mode, Console Mode or Direct Path. In this operational mode only jumpers set the parameters. Tables 4d, 4e, and 4f show the valid selections for each available parameter.

### 4.5 Configuration Mode, soft settings

The configuration interface is used to set the PCM parameters, see 4.2 Configuration Mode. The new parameters are stored in the EEPROM and are used as current after the micro controller restarts. This mode is activated if the message (without quotes): "QUINDAR PRODUCTS LTD." is received by the PCM while running in Programmed Mode. The characters must be typed or a delay of 50 milliseconds must be inserted between characters. After the successful detection of the password the normal PCM operation stops. A loop back path is set and all the messages are sent back to the Master port. This feature permits a quick remote setup without changing the jumpers (see 4.5 Configuration Mode, soft settings).

```

Parameters successfully stored.           /           No parameters stored.
The PCM restarts now!

```

The communication parameters are the same as for the Programmed Mode. At the end of the setup procedure the PCM restarts without any external intervention. The PCM will restart if no data input is received in a three-minute period.

### 4.6 LED indication

Monitoring LEDs are available for TxD, RTS, CDC and RxD. A Status LED will indicate proper operation of the controller by flashing on for 250milliseconds every 3 seconds.

Error detection an handling

- The PCM buffer can store up to 192 bytes in maximum 16 messages/frames. If the number of received messages minus number of sent messages is equal to 16 an Buffer Overflow error will be signaled and the PCM will restart.
- Baud rate mismatch or parity can cause a Frame Error.

Status LED codes:

| State / Error    | Description   | Signal code   | Comments/ notes                       |
|------------------|---|---|---------------------------------------|
| Normal Operation | Normal operation  | 1 short flash - 0.25sec. every 2 sec.                       | This is normal operation.             |
| Frame Error      | The receiver detected a frame error.                          | Repeat 2 times, 3 short consecutive flashes / 2 sec. Pause  | The characters received are sent out. |
| Rx FIFO Overrun  | The internal FIFO of the receiver overrun                     | Repeat 2 times, 4 short consecutive flashes / 2 sec. Pause  | The processor will be reset.          |
| Buffer Overflow  | Received more than 192 bytes or more than 16 messages/frames. | Repeat 2 times, 5 short consecutive flashes / 2 sec. Pause  | The processor will be reset.          |
| Program error    | Internal software error.                                      | Repeat 2 times, 8 short consecutive flashes / 2 sec. pause' | The processor will be reset.          |

## Dell PowerEdge 2850 Server

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December 28, 2004  
Dell PowerEdge 2850



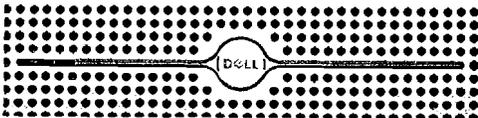
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# Dell PowerEdge 2850 Server

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|                                 |   |
|---------------------------------|---|
| <b>FEATURES</b>                 | Dell™ PowerEdge™ 2850 Server  |
| <b>Form factor</b>              | 2U rack height  |
| <b>Processors</b>               | Up to two single-core 64-bit Intel® Xeon™ processors at up to 3.8GHz or up to two dual-core 64-bit Intel Xeon processors at 2.8GHz  |
| <b>Front side bus</b>           | 800MHz  |
| <b>Cache</b>                    | Up to 2MB L2 per processor core   |
| <b>Chipset</b>                  | Intel E7520   |
| <b>Memory</b>                   | 256MB/12GB DDR-2 400 SDRAM; 16GB with availability of dual rank 4GB DIMMs <sup>2</sup>  |
| <b>I/O channels</b>             | Three total: three PCI-X® slots (64-bit/133MHz) or two PCI Express™ slots (1 x 4 lane and 1 x 8 lane) and one PCI-X slot (64-bit/100MHz)  |
| <b>Drive controller</b>         | Embedded dual channel Ultra320 SCSI; internal and external routing  |
| <b>RAID controller</b>          | Optional dual channel ROMB (PERC 4e/Di), PERC 4/DC and PERC 4e/DC adapters  |
| <b>Drive bays</b>               | Six 1" Ultra320 hot-plug SCSI drives or five drive bays and one tape drive bay  |
| <b>Maximum internal storage</b> | Up to 1.8TB with 300GB HDD  |
| <b>Hard drives<sup>3</sup></b>  | 36GB, 73GB, 146GB and 300GB (10,000 rpm) Ultra320 SCSI<br>18GB, 36GB, 73GB and 146GB (15,000 rpm) Ultra320 SCSI   |
| <b>Internal storage</b>         | 10K/15K RPM SCSI drives   |
| <b>External storage</b>         | Dell PowerVault™ SCSI and Dell/EMC fibre channel storage  |
| <b>Tape backup options</b>      | Internal: PowerVault 110T<br>External: PowerVault 114T, 124T, 132T and 136T   |
| <b>Network interface card</b>   | Dual embedded Intel Gigabit <sup>4</sup> NICs; single and dual port Intel PRO/1000 MT Gigabit adapters, Intel PRO/1000 MF (optical)   |
| <b>Power supply</b>             | 700W, optional hot-plug redundant power   |
| <b>Availability</b>             | ECC memory; Single Device Data Correction (SDDC); Spare Bank; Memory Mirroring; hot-plug SCSI hard drives; optional hot-plug redundant power; hot-plug redundant cooling; tool-less chassis; high availability fibre channel and SCSI cluster support; optional ROMB with battery-backed cache; optional Split Backplane; optional PERC RAID controller         |
| <b>Video</b>                    | Embedded ATI Radeon 7000-M with 16MB SDRAM  |
| <b>Remote management</b>        | Baseboard Management Controller with IPMI 1.5 compliance, accessible via network or serial port; optional slot-free DRAC 4/   |
| <b>Systems management</b>       | Dell OpenManage™  |
| <b>Rack support</b>             | 4-post (Dell rack), 2-post and 3rd party; Cable Management Arm  |
| <b>Operating systems</b>        | Microsoft® Windows Server™ 2003, Standard x64 Edition; Microsoft Windows Server 2003, Enterprise x64 Edition; Microsoft Windows Server 2003, Standard Edition; Microsoft Windows Server 2003, Enterprise Edition; Red Hat® Linux® Enterprise v2.1; Red Hat Linux Enterprise v3; Red Hat Linux Enterprise v3 Advanced Server EM64T; Novell® NetWare® 5.1 and 6.5 |

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<sup>2</sup> With availability of the dual ranked 4GB DIMMs scheduled for 2nd half of 2005  
<sup>3</sup> For hard drives, GB means 1 billion bytes; actual capacity varies with preloaded material and operating environment and will be less  
<sup>4</sup> This term does not connote an actual operating speed of 1GB/sec. For high speed transmission, connection to a Gigabit Ethernet server and network infrastructure is required  
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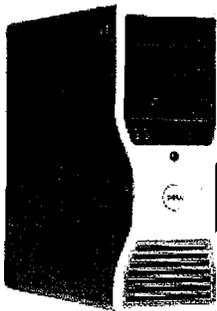
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Dell Precision 380 comes in a scalable chassis that can allow you the flexibility to configure a system matched to your unique requirements. The innovative chassis helps provide investment protection by supporting both mini-tower and desktop orientations with rotating optical storage to match. The chassis has been designed to enable easy access to its interior without the requirement for additional desk space to open the system. With a full range of performance options such as high-performance PCI Express, PCI expansion slots, an optional U320 SCSI RAID (0,1) controller and a choice of ISV-certified graphics cards, the Dell Precision 380 is designed with your future needs in mind.

### Rich and Reliable Manageability Features

The Dell™ OpenManage™ suite of products delivers software and hardware management features designed to lower your TCO and keep your workforce productive and current by enabling mass system updates, providing system alerts and allowing for after hours software updates/imaging. In addition, you receive the benefits of Dell service and support with three year Next Business Day On-Site service<sup>10</sup>. Providing uncompromised performance, exceptional scalability and flexibility and the latest processor technology, the Dell Precision 380 is well suited for your challenging entry workstation applications.



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# Dell Precision 380 Workstation

## FEATURES Dell Precision™ 380

### SYSTEM

|                              |  |
|------------------------------|--|
| <b>Processors</b>            | 64-bit Intel® Pentium® dual-core or single-core processors with 800MHz front side bus and 2MB L2 cache per processor; Hyper-Threading Technology and 1066MHz FSB available with select processors. All Intel Pentium processors support 64-bit computing with Intel Extended Memory 64 Technology  |
| <b>Operating systems</b>     | Dell recommends Microsoft® Windows® XP Professional for Business<br>Genuine Windows XP Professional; Genuine Windows XP Professional x64 Edition;<br>Red Hat® Enterprise Linux WS v.4 (IA32); Red Hat Enterprise Linux WS v.4 (Intel EM64T)  |
| <b>Chipset</b>               | Intel 955X chipset   |
| <b>Memory</b>                | Up to 8GB <sup>1</sup> dual-channel <sup>2</sup> DDR2 533MHz ECC registered memory; Four DIMM slots; 667MHz and non-ECC memory also available  |
| <b>Graphics</b>              | Support for ISV-certified PCI Express graphics cards up to 150 watts and with up to 512MB graphics memory including: nVIDIA® Quadro® FX 4500; nVIDIA Quadro FX 3450; Quadro FX 1400; ATI™ FireGL™ V3100; nVIDIA Quadro NVS 285; All graphics cards support dual monitor configurations   |
| <b>Hard drives</b>           | Serial ATA/150 7,200 RPM drives up to 500GB <sup>3</sup> and Serial ATA/150 10,000 RPM drives at 80GB <sup>3</sup> ; Chassis supports up to three SATA drives in desktop orientation or four SATA in tower orientation (up to 2 terabytes <sup>3</sup> storage maximum); Also available, Ultra 320 SCSI 10,000RPM drives up to 300GB <sup>3</sup> and 15,000RPM drives up to 146GB <sup>3</sup> ; Chassis supports up to three SCSI drives in either desktop or tower orientation (U320 SCSI controller card required) |
| <b>Hard drive controller</b> | Integrated Serial ATA with RAID 0, 1, 5, 10; Optional Ultra 320 SCSI controller with RAID 0, 1   |
| <b>Network controller</b>    | Integrated PCI Express Broadcom® BCM5751 10/100/1000 Gigabit <sup>4</sup> Ethernet   |
| <b>Audio controller</b>      | Integrated AC'97 audio; Optional Sound Blaster® Audigy® 2 (D) <sup>5</sup>   |
| <b>Standard I/O ports</b>    | Eight USB 2.0: two on front panel, five on back panel, one internal; One serial (second serial optional); One parallel; Two PS/2; One RJ-45; Line-in, line-out, and microphone connectors on back panel; Speaker and headphone connectors on front panel   |
| <b>Optional I/O</b>          | IEEE 1394a connector available with add-in card; PCMCIA reader   |

### CHASSIS

|                                     |   |
|-------------------------------------|---|
| <b>Multiple orientation desktop</b> | Desktop orientation with feet: (WxHxD) 17.61" x 6.7" x 18.44"; 44.73 cm x 17.2 cm x 46.84 cm<br>Mini-Tower orientation with feet: (WxHxD) 6.7" x 17.61" x 18.44"; 17.2 cm x 44.73 cm x 46.84 cm<br>Two internal 3.5" x 1" disk drive bays; Two external 5.25" drive bays; One external 3.5" flex bay for optional floppy drive or optional internal USB media card reader (desktop orientation); Mini-Tower orientation includes two external flex bays for optional floppy drive or optional internal USB media card reader and 4th SATA drive; One PCI Express x16 graphics slot; One PCIe x8 slot (wired as x4); Three PCI slots (32-bit 5V); 375 watts Power Factor Correcting (PFC) power supply |
|-------------------------------------|---|

### PERIPHERALS

|                          |  |
|--------------------------|--|
| <b>Monitors</b>          | Performance Flat Panel Displays: Dell UltraSharp™ widescreen and standard flat panel displays from 17" viewable to 24" viewable<br>Value Flat Panel Displays and CRT Monitors also available |
| <b>Keyboard</b>          | Dell Smart Card and Enhanced Multimedia keyboards; Dell Quietkey™ keyboard standard  |
| <b>Mouse</b>             | Dell optical mouse with scroll; Dell mechanical mouse with scroll standard   |
| <b>Optional Speakers</b> | Internal chassis speaker; Dell two piece stereo system; Dell sound bar available for all flat panel displays   |

### STORAGE DEVICES

|                                   |  |
|-----------------------------------|--|
| <b>Optional Removable Storage</b> | Including OVD+RW <sup>6</sup> , CD-RW/DVD-ROM combo drive and Dell USB Memory Key up to 512MB <sup>7</sup> |
| <b>Optional Modem</b>             | Dell 56K <sup>8</sup> v.92 Data/Fax PCI modem  |

### ENVIRONMENTAL & REGULATORY

|                  |  |
|------------------|--|
| <b>Standards</b> | TC099; Blue Angel; Green PC; Energy Star; BSMI; C-TICK; CE; FCC; IRAM; EMKO; NFPA 99; SABBS; SASO; TCO; TUV; UL; VCCI; USB 2.0; Lead Free <sup>11</sup> and RoHS Compliant <sup>12</sup> chassis and motherboard |
|------------------|--|

### SERVICE & SUPPORT

|                    |  |
|--------------------|--|
| <b>Base</b>        | 3-Year Limited Warranty <sup>9</sup> with 3 years standard Next Business Day On-site Service <sup>10</sup> (US Only)   |
| <b>Recommended</b> | 3-Year Same Business Day 4 hour On-site Service <sup>10</sup> – 5 days a week, M-F 10 hours a day<br>3-Year Same Business Day 4 hour On-site Service <sup>10</sup> – 7 days a week, 24 hours a day<br>3 & 4-year Gold Technical Support under local hours of operation |

NOTE: Some applications and peripherals are not compatible with a 64-bit operating system environment. Be sure to verify with all of your current application vendors that your full application suite is compatible before purchasing a Dell Precision workstation with a 64-bit operating system.

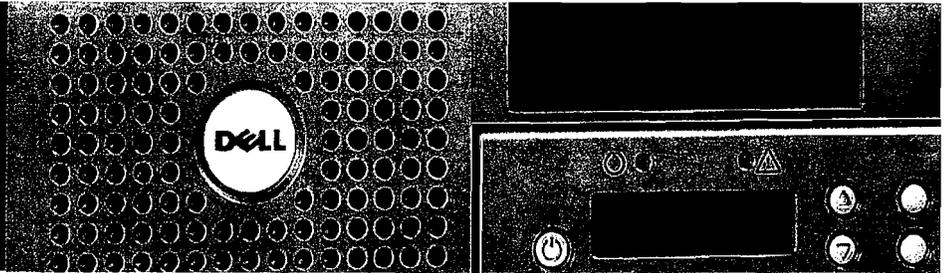
Dell PCs use genuine Microsoft Windows. [www.microsoft.com/piracy/howtotell](http://www.microsoft.com/piracy/howtotell). Dell's Terms and Conditions of Sales and Service apply and are available upon request. Dell cannot be held responsible for errors in typography or photography. 1 The total amount of usable memory available will be less, depending on the actual system configuration. To utilize more than 4GB of memory requires a 64-bit operating system. 2 Dual-channel memory requires 2 each of the same capacity memory DIMMs. 3 For hard drives, one GB means 1 billion bytes and one TB equals one trillion bytes; actual capacity varies with preloaded material and operating environment and will be less. 4 This term does not connote an actual operating speed of 1 GB/sec. For high speed transmission, connection to a Gigabit Ethernet server and network infrastructure is required. 5 Certain system components may differ from the retail version. 6 Discs burned with this drive may not be compatible with some existing drives and players; using DVD+R media provides maximum compatibility. 7 For writeable storage devices, MB means 1 million bytes; total accessible capacity varies depending on operating environment. 8 Download speeds are limited to 53Kbps. Upload speeds are less (about 30Kbps). Speeds can vary by line condition and modem manufacturer. Analog phone line and service required. 9 For a complete copy of our guarantees and limited warranties, please write Dell U.S.A. L.P., Attention: Warranties, One Dell Way, Round Rock, TX 78682. For more information, visit [http://www.dell.com/us/en/gen/misc/policy\\_010\\_policy.htm](http://www.dell.com/us/en/gen/misc/policy_010_policy.htm). 10 Service may be provided by third-party. Technician will be dispatched if necessary following phone-based troubleshooting. Subject to parts availability, geographical restrictions and terms of service contract. Service timing dependent upon time of day call placed to Dell. U.S. only. 11 Per the EU Restriction on certain Hazardous Substances directive, this product or configuration contains less than 0.1% lead by weight. 12 Meets the requirements of the EU Restriction on certain Hazardous Substances directive dated January 27, 2003. Dell, the Dell logo, Dell Precision, OpenManage, and UltraSharp are trademarks of Dell Inc. Intel, Intel Inside, the Intel Inside logo, Intel PRO and Xeon are trademarks or registered trademarks of Intel Corporation. Microsoft, Windows and the Windows logo are registered trademarks or trademarks of Microsoft Corporation in the U.S. and other countries. Dell Inc. disclaims any proprietary interest in trademarks and trade names other than its own. © Copyright 2005 Dell Inc. All rights reserved. Ad# 59961968

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## PowerVault 124T Tape Autoloader



The Dell™ PowerVault™ 124T secure tape autoloader brings high density, expandable and remote management backup capabilities to small and medium businesses in a compact, affordable 2U form factor.

### Expandable Automated Backup Delivers True Value

The Dell PowerVault 124T tape autoloader is designed to provide organizations with maximum secure storage capacity in a space and resource-saving 2U rack mount chassis. The affordable PowerVault 124T offers expandability and delivers features found previously only in high-end libraries.

Its magazine style architecture enables you to double your storage capacity by upgrading from eight to 16 cartridges. Plus, you have a choice of equipping the autoloader with LTO-3, LTO-2-L or VS160 tape drives. This forward compatibility can mean further cost savings by helping to ensure investment protection.

### Administrative Ease Can Save Time and Money

The PowerVault 124T is designed to automate administrative backup tasks so that administrators can focus on other efforts. Remote management through any web-based browser provides the ability to oversee backup operations from any PC. Plus, automatic cartridge swapping helps reduce the risk for human error sometimes caused by manually switching cartridges. The PowerVault 124T's automated capabilities also simplify large or frequent backup scenarios.

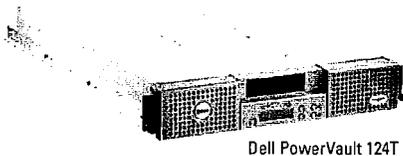
Crafted for easy installation and use, the PowerVault 124T can quickly be implemented into existing networks. The removable eight-slot magazines enable fast bulk tape loading while the standard bar-code reader helps save time, allowing administrators to randomly or sequentially access their cartridges.

### A validated backup solution designed to ensure peace of mind

The PowerVault 124T offers seamless integration with customer networks. It works with different network operating systems such as Windows®, Linux® and NetWare®. Additionally, it supports leading backup applications including VERITAS® Backup Exec™, Yosemite™ Backup®, CommVault® Galaxy™ and LEGATO Networker®.

To help ensure compatibility and easy implementation, the PowerVault 124T is Dell certified, tested and validated for use on Dell hardware including PowerEdge™ servers and select storage devices. It is also backed by Dell technical support for the length of your limited warranty.<sup>1</sup>

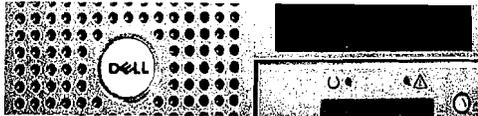
The PowerVault 124T is a premier tape autoloader for busy administrators, delivering dense storage capacity in a 2U form factor at an affordable price.



Dell PowerVault 124T

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# PowerVault 124T Tape Autoloader

## DELL ENTERPRISE SERVICES

Dell Services can deliver the services you need to realize the full value of your IT investment. Complementing our award-winning products, these IT infrastructure services incorporate operational excellence, accountability and value.

By utilizing our best practices, proven processes and expertise in implementing standards-based technologies, we can help strengthen your IT infrastructure and enable you to adopt evolving technologies. Whether you need support, deployment, asset management, training, certification, planning or professional services – individually or bundled as a total solution – you can count on Dell.

### Strengthening Your IT Infrastructure

Our planning services help integrate your new enterprise hardware into your existing or evolving IT infrastructure. We can provide guidance whether you're adding a single or multiple servers, storage area network or high-performance computing cluster.

We can also help you enhance the overall performance of your IT infrastructure and data center by consolidating software and hardware, developing a business continuity plan and migrating to standards-based technologies.

### Simplifying Deployment

Dell simplifies implementation with comprehensive services that accelerate deployment of new hardware and IT solutions. During the initial system-build of your server, we can customize software and hardware to match your specific requirements. By helping you rapidly deploy new capabilities while minimizing disruptions, we can contribute to improved efficiencies and lower costs.

Our training services provide education and certification courses to help you better manage and use your new hardware so you can reap the full benefits of standards-based technologies.

### Providing Award-Winning Service & Support

Your server and storage infrastructure is central to your business, which is why you need a partner who can help minimize downtime and keep your business-critical systems running efficiently. Our enterprise support services are designed to protect your entire enterprise or to focus on specific systems. These customizable services include hardware and software support with varied response levels, account management and remote resolution.

We can also help you enhance the performance of your data center and provide managed IT solutions and asset management services for your enterprise, desktop and notebook environments.

The Dell Enterprise Command Centers (ECC) – which utilize industry-leading technologies and tools that speed up problem resolution – efficiently route spare parts and direct expert technicians to your site.

Get the most from your new systems. Turn to Dell for the services you need to better plan, implement and maintain your IT infrastructure.

Services vary by region. For more information, please visit [www.dell.com](http://www.dell.com).

## FEATURES

## DESCRIPTION

### RELIABILITY

|   |                                   |
|---|-----------------------------------|
| <b>Mean cycles between failure (MCBF)</b> | >400,000 cycles (excluding drive) |
| <b>Mean time to repair (MTTR)</b>         | Less than 30 minutes              |
| <b>Typical cycle time</b>                 | <20 seconds                       |
| <b>Initialize element status</b>          | 90 seconds (typical)              |
| <b>Mean cartridge load time</b>           | 30 seconds                        |

### PHYSICAL

|                               |   |
|-------------------------------|---|
| <b>Dimensions (H x W x D)</b> | 3.4" x 16.77" x 27.52" (8.64cm x 42.59cm x 69.90cm) |
| <b>Number of slots</b>        | 8 or 16   |
| <b>Drive types</b>            | LTO-3, LTO-2-L, VS160                               |
| <b>Interconnect type</b>      | SCSI  |
| <b>Rack height</b>            | 2U  |
| <b>Weight</b>                 | 31.1lbs. (14.10kg)                                  |
| <b>Interface</b>              | Ultra 160 LVD SCSI                                  |
| <b>Barcode reader</b>         | Standard on PV124T                                  |

### ENVIRONMENTAL

|                      |                              |
|----------------------|------------------------------|
| <b>Temperature</b>   |                              |
| <b>Operating</b>     | 10° to 35°C                  |
| <b>Non-operating</b> | -40° to 65°C                 |
| <b>Humidity</b>      |                              |
| <b>Operating</b>     | 20% to 80% RH; noncondensing |
| <b>Non-operating</b> | 10% to 90% RH; noncondensing |

### POWER

|                          |  |
|--------------------------|--|
| <b>Requirements</b>      | 90-256 VAC auto-ranging; 47-63 Hz                  |
| <b>Inrush current</b>    | 4.0 A (RMS) for 115 VAC<br>4.0 A (RMS) for 230 VAC |
| <b>Power consumption</b> | 60Hz = 75W; 50Hz = 80W                             |

### DRIVES AND PERFORMANCE

|                                       |  |
|---------------------------------------|--|
| <b>Media</b>                          | DLT VS1 (VS160), LTO-2 (LTO-2-L), LTO-3 (LTO-3) and LTO-3 WORM |
| <b>Media backward read compatible</b> | DLT IV, DLT1 (VS160), LTO-1 (LTO-2-L) and LTO-2, LTO-1 (LTO-3) |
| <b>Maximum capacity (native)</b>      | 1.2TB (VS160), 3.2TB (LTO-2-L) and 6.4TB (LTO-3)               |
| <b>Maximum native backup rate</b>     | 8MB/second (VS160) 24MB/second (LTO-2-L) and 80MB/sec (LTO-3)  |

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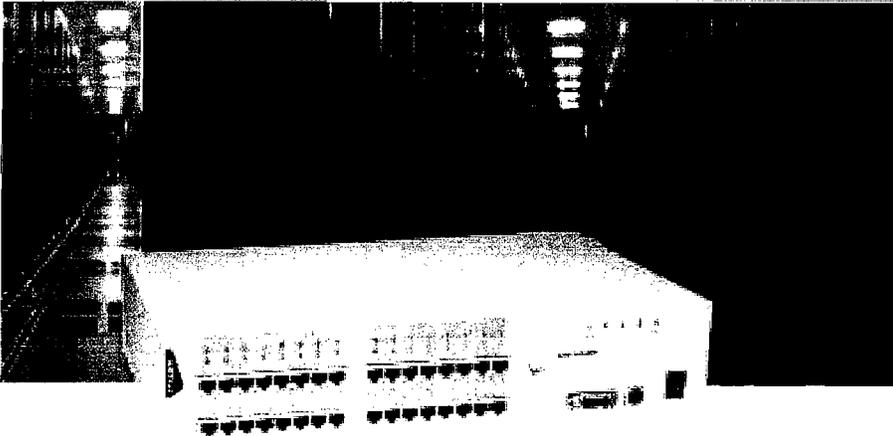
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# LANTRONIX®



## Terminal Servers

- ❑ Management via Telnet, SNMP, DHCP, and EZWebCon™
- ❑ Compact 1U and 2U rackmount design
- ❑ TCP/IP and optional LAT support
- ❑ NDS (Netware Directory Services) Compliant
- ❑ Downloadable Software Upgrades

## Network Enable and Remotely Manage Serial Devices

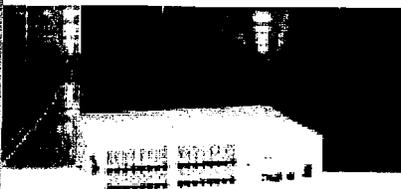
The ETS16PR and ETS32PR Terminal Servers provide remote management of networking equipment and servers. Used as multiport device servers, these versatile products can also be used to network enable up to 32 serial devices in a convenient rackmount form factor.

The ETS16PR and ETS32PR terminal servers offer up to 32 serial ports which can be connected to the console or emergency management ports of most servers and networking equipment. With familiar tools like Telnet, system administrators can use the Ethernet port for In-band management of these devices over the network. A modem can be connected for Out-of-band remote dial-up access even when the network is down. IT professionals can reduce costly downtime and save money by remotely accessing and troubleshooting equipment from anywhere.

The ETS16PR and 32PR can also be used to add network connectivity to serial devices. These terminal servers offer 16 or 32 RS-232 serial ports to connect a variety of serial devices including medical devices, retail and point-of-sale terminals, and industrial or business automation equipment. The serial ports use standard RJ45 connectors for convenient cabling and optional adapters are available as well.

ActiveLinX terminal servers provide easy setup through a command line interface or using the included EZWebCon management software GUI, or via a web interface.





## Features

### Accessibility

- In-Band (Ethernet)
- Out-of-Band (local device port or modem)
- Modem Controls – DSR/DTR and RTS/CTS

### Console (Port) Access

- Telnet to console server command line
- Direct to port using IP address and TCP port
- Multiple logical connections (TCP/IP and LAT) – up to 8 sessions per port
- Modem dial-back

### Management

- Command Line Interface (Telnet or direct serial connection)
- EZWebCon™ Management Software
- Web-based configuration interface
- SNMP Compatible
- Firmware upgradeable via TFTP, DECnet host (MOP download), NetWare fileservers or EZWebCon™
- Event and error logging

### Additional Protocols supported

- LAT (LAT license required)
- Print Server: TCP/IP, IPX, AppleTalk, NetBIOS/NetBEUI, LAT (optional LAT license required)
- DHCP
- Telnet/Reverse Telnet (RTEL)
- Novell compatibility: binary emulation and NDS (Netware Directory Services)

## Hardware

### Interfaces

Network: 10Base-T/100Base-TX (RJ45) or AUI Ethernet interface  
Serial: RJ45 RS-423, RS-232 (RJ45), 300 to 230 Kbps

### Power Requirements

AC input: 95-250 VAC, 12 W  
ETS16PR: 30W  
ETS32PR: 40W

### Environmental

Operating: 5 to 50°C (41 to 122°F)  
Storage: -40 to 66°C (-40 to 151°F)

### Physical

#### Dimensions (HxWxD)

ETS16PR: 1.75 in x 17.0 in x 12.0 in (4.45 cm x 43.18 cm x 30.48 cm)  
ETS32PR: 3.5 in x 17.0 in x 12.0 in (8.9 cm x 43.18 cm x 30.38 cm)

#### Weight

ETS16PR: 5.2 lbs (2.60 kg)  
ETS32PR: 8.0 lbs (3.54 kg)

#### Shipping Dimensions (HxWxD) and Weight

ETS16PR: 5.25 in x 20.25 in x 17.25 in (13.34 cm x 51.43 cm x 43.81 cm), 8.20 lbs (3.72 kg)  
ETS32PR: 8.0 in x 21.0 in x 17.25 in (20.32 cm x 53.35 cm x 43.81 cm), 12 lbs (5.45 kg)

### Agency Approvals

FCC, UL, CSA, TUV, CE

### Warranty

1-year limited warranty

### Ordering Information

| Part #:   | Description                                      |
|-----------|--|
| ETS16PR   | 16 Port Terminal Server/Multi-port Device Server |
| ETS32PR   | 32 Port Terminal Server/Multi-port Device Server |
| LAT-ETS16 | LAT License for ETS16PR (per unit)               |
| LAT-ETS32 | LAT License for ETS32PR (per unit)               |

### Optional Cables/Adapters:

|         |  |
|---------|--|
| 500-101 | 6' RJ45 to DB9 Male cable to DCE Device    |
| 500-102 | 6' RJ45 to DB25 Male cable to DCE Device   |
| 500-103 | 6' RJ45 to DB9 Female cable to DTE Device  |
| 500-104 | 6' RJ45 to DB25 Female cable to DTE Device |

# LANTRONIX™

15353 Barranca Parkway | Irvine | CA 92618 | USA | Tel: 949-453-3990 | Fax: 949-453-3995 | [www.lantronix.com](http://www.lantronix.com)

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910-422 9/03 MG5000

## Dell PowerConnect 2700 Series Switches



Dell™ PowerConnect™ 2708/2716/2724 are web-managed, Gigabit Ethernet switches designed by Dell to provide a powerful switch at an unmanaged switch price.

### Easy, Powerful Management

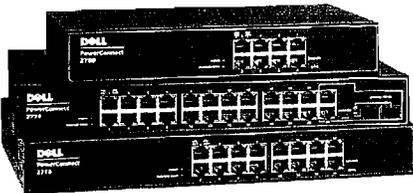
The PowerConnect 2700 series offers amazing value by delivering web-management capabilities for the price of an unmanaged switch from other vendors. Dell's web-managed switches allow users to manage the switch through an intuitive web interface. The web-interface allows the user to easily manage the switch without learning CLI commands or integrating the switch into an SNMP-based application. While some vendors refer to their web-managed switches as "smart switches", we like to think of our switches as "powerful"...powerful performance coupled with powerful management capabilities. Each switch is delivered in standard, unmanaged mode. Convert the switch to web-managed mode with the push-of-a-button on the front panel, and then easily configure Quality of Service (QoS), port-based virtual LANs (VLANs) and remote switch monitoring. The firmware allows you to upgrade the switch software as needed. On top of all these capabilities, these new Gigabit Ethernet PowerConnect switches include features not typically found on other web-managed switches, such as integrated front panel LEDs and cable diagnostics.

### Secure, Wire-Speed Performance

The PowerConnect 2700 series is a switch family of secure, fixed-port Gigabit Ethernet switches delivering full wire-speed switching performance. These switches offer three port densities, including 8, 16 and 24 Gigabit Ethernet ports. In addition the 2724 has two SFP slots in a combo port arrangement with ports 23 and 24 that deliver fiber capabilities (SFP transceivers optional). Auto MDI/MDIX and auto-negotiation of speed, duplex mode and flow help deliver improved control over your network traffic. The PowerConnect 2716 and 2724 also support jumbo frames for networks that need to move large files across the network.

### Industry-Standard Manageability

Because these switches adhere to industry standards, you should expect that these switches will interoperate with other industry-standard networking equipment devices. Easy web access to the managed features provides a secure environment by offering password restricted access. These switches also allow the user to specify which IP addresses have access to the switch thereby furthering their security. Up to 64 industry-standard VLANs are supported and four priority queues help optimize network traffic using IEEE 802.1p quality-of-service. Port mirroring allows users to monitor network traffic for intrusion detection and troubleshooting. To provide additional bandwidth when connecting to other switches, the 2700 series switches support up to six link aggregation groups consisting of up to four ports per group. Advanced cable diagnostics help improve network troubleshooting while the DHCP client feature allows the switch to have an IP address assigned to it dynamically by a DHCP server. The PowerConnect 2700 series offers you more power so you can get more out of your network!



Dell PowerConnect 2708, 2716, 2724

GET MORE PERFORMANCE AND VALUE. GET MORE OUT OF NOW.



# Dell PowerConnect 2700 Series Switches

## DELL ENTERPRISE SERVICES

By utilizing the proven advantages of our direct model, including tailored service and support, low cost and a single point of contact, Dell Services can provide you with fast, effective, affordable service offerings at any point in your IT process. By doing so, we offer a combination of bundled best practices and tailored solutions that work together to provide maximum value to you. Whether you need support, deployment, training and certification programs, or professional consulting services, individually or bundled as a total package, Dell promises to be your single point of contact at all times.

### Professional Services

Dell Professional Services enables Dell customers to optimize ROI by utilizing complex technology through the design, development and deployment of innovative, robust and scalable business-critical solutions. With each engagement, we utilize our proven methodology and project management expertise to understand your business objectives, design plans that are flexible to adapt to your current environment and then deliver.

### Deployment Services

We bring you deployment assistance that delivers true value from beginning to end. Dell can tailor systems to our customers' specifications by customizing the hardware and software configuration during the initial system-build to help reduce redundancy and time. We can manage the delivery, installation and disposal of your assets with the same eye for efficiency.

### Training and Certification

Our approach to Training and Certification allows you to outsmart your competitors — not outspend them — with industry-standard learning across Dell hardware and industry-standard software. Dell can assist you wherever you need us, whether on-site, on-line or in a classroom setting, to help your organization take full advantage of information technology.

### Enterprise Support Services

Technology is a significant investment and Dell can help you minimize costly downtime. Through our Premier Enterprise Support Services (PESS) offerings, Dell provides tiered support service packages with the flexibility to customize the offering to meet your specific needs. Registered File Watch users receive email notification for software updates. Users can define the "criticality" rating to help you determine which updates are most important for you. Signing up for File Watch is quick and easy. Simply visit your Premier Support site at <http://premiersupport.dell.com> and click on the "File Watch" link in the "Communication" section of the main menu. Once registered, you will receive email notification of product announcements or newly posted system downloads.

### Standard Warranty and Service Plan

- One-year limited warranty<sup>1</sup> supplemented with one year of Next Business Day Advance Exchange Service<sup>2</sup>
- 7-day/24-hour Lifetime Telephone Technical Support for troubleshooting and diagnosis of Dell hardware
- 7-day/24-hour Online Support Services
- Lifetime firmware upgrades (available for download via [support.dell.com](http://support.dell.com))

### Optional Support

You can upgrade to three or five years of Advance Exchange Service<sup>2</sup>, with either Same Day or Next Business Day response. You may also choose three or five years of On-Site<sup>3</sup> Service, with either Same Day or Next Business Day response.

| FEATURES                   | Dell™ PowerConnect™ 2708                                 | Dell PowerConnect 2716  | Dell PowerConnect 2724                                   |
|----------------------------|--|---|--|
| <b>Port configuration</b>  | 8 10/100/1000BASE-T ports                                | 16 10/100/1000BASE-T ports  | 24 10/100/1000BASE-T ports                               |
|                            | Auto-negotiation for speed, duplex mode and flow control | Auto-negotiation for speed, duplex mode and flow control                                    | Auto-negotiation for speed, duplex mode and flow control |
|                            | Auto MDI/MDIX mode and flow control                      | Auto MDI/MDIX mode and flow control   | Auto MDI/MDIX mode and flow control                      |
|                            | Integrated Port LEDs                                     | Integrated Port LEDs  | Integrated Port LEDs                                     |
|                            |  |   | 2 SFP slots (combo) for fiber support                    |
| <b>Performance</b>         | Switching capacity 16.0 Gbps                             | Switching capacity 32.0 Gbps  | Switching capacity 48.0 Gbps                             |
|                            | Forwarding rate 11.9 Mpps                                | Forwarding rate 23.7 Mpps   | Forwarding rate 35.6 Mpps                                |
| <b>Management</b>          |  | Web-based management interface  |  |
|                            |  | BootP/DHCP IP address management or Static IP address assignment                            |  |
|                            |  | RMON statistics   |  |
| <b>Class of service</b>    |  | Four priority queues per port   |  |
|                            |  | Adjustable WRR and strict priority  |  |
|                            |  | Layer 2 IEEE 802.1p tagging and port-based priority   |  |
|                            |  | Layer 3 – aware prioritization using DSCP values  |  |
| <b>Security</b>            |  | Switch access password protection (read-only and read-write access)                         |  |
|                            |  | Restricted IP address   |  |
| <b>VLAN</b>                |  | IEEE 802.1Q port-based tagging up to 64 VLANs   |  |
|                            |  | Honors all 4096 VLAN tags   |  |
| <b>Switching features</b>  |  | Link Aggregation, up to six groups and up to four aggregated links per group (IEEE 802.3ad) |  |
|                            |  | Port mirroring  |  |
|                            |  | Jumbo frame support up to 9000 Bytes (2716 & 2724 only)                                     |  |
| <b>Availability</b>        |  | Firmware uploads to the switch  |  |
|                            |  | Broadcast storm control   |  |
|                            |  | Virtual cable tester by Marvell™  |  |
|                            |  | Optical transceiver analysis  |  |
| <b>Chassis</b>             | H x W x L (1.70 x 10.4 x 6.37 in.)                       | H x W x L (1.70 x 12.99 x 9.07 in.)   | H x W x L (1.70 x 12.99 x 9.07 in.)                      |
|                            | 1U, rack-mounting kit included                           | 1U, rack-mounting kit included  | 1U, rack-mounting kit included                           |
|                            | Unit weight: 5 Lbs.                                      | Unit weight: 6.16 Lbs.  | Unit weight: 6.698 Lbs.                                  |
| <b>Peripheral products</b> |  | Dell SFP Transceivers (1000-SX and 1000-LX for PowerConnect 2724 only)                      |  |

<sup>1</sup>For a copy of our guarantees or limited warranties, please write Dell USA L.P., Attn: Warranties, One Dell Way, Round Rock, TX 78682. For more information, visit [www.dell.com/us/en/gov/services/service\\_plans.htm](http://www.dell.com/us/en/gov/services/service_plans.htm).

<sup>2</sup>Technician, replacement part or unit (depending on service contract) will be dispatched if necessary following phone-based troubleshooting in advance of receipt of returned defective unit. Service may be provided by third-party provider. Subject to parts availability, geographical restrictions and terms of service contract. Service timing dependent upon time of day call placed to Dell. Defective unit must be returned. Replacements may be refurbished. U.S. only.

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**FAST, COMPACT, RELIABLE, AND ALWAYS  
USER FRIENDLY.**

In demanding work environments, speed, reliability and ease of use are critical to your high-volume, multipart printing. That's why we designed the EPSON LX-300+, the perfect value for your business, delivering exceptional print speed and legendary Epson reliability.

The EPSON LX-300+ prints up to 337 characters per second (12 characters per inch) in high-speed draft mode and handles up to 5-part forms with ease. With its narrow format and powerful 9-pin technology, this printer handles your inventory reports, spreadsheets, receipts, invoices, packing slips, check runs and customer shipping labels. Plus, its compact size makes it optimal for that busy workroom with limited counter space. At 49 dB(A), this compact, user-friendly unit is also quieter than most impact printers.

Because it's from Epson, you know the EPSON LX-300+ is reliable. Boasting a mean-time-between-failure (MTBF) rating of 6,000 power-on-hours, it offers consistent durability. And, its print head produces up to 400-million strokes/wire, offering the long life you require from a high-performance impact printer. It includes built-in Parallel and Serial ports and is backed by a two-year limited warranty.

The EPSON LX-300+ features multiple paper paths for application versatility. Use its eight built-in bar codes and optional color upgrade kit to customize your documents as needed. For speed, reliability and service you can depend on, choose the compact, easy-to-use EPSON LX-300+, from the world leader in impact printing.



## EPSON LX-300+ Impact Printer

### FEATURES

### BENEFITS

- |  |   |
|--|---|
| • <b>High-speed performance</b>                                | Prints 337 cps in 12 cpi high-speed draft mode.   |
| • <b>MTBF rating of 6,000 power-on-hours</b>                   | Delivers Epson's legendary reliability with a printhead that prints up to 400 million strokes/wire. |
| • <b>5-part forms printing capabilities</b>                    | Handles multipart forms like packing slips, check runs, and invoices with ease.                     |
| • <b>Compact size</b>  | Works effectively in space-constrained environments using very little counter space.                |
| • <b>Powerful 9-pin technology, optional color upgrade kit</b> | Prints clear, sharp text and up to seven colors with optional color kit.                            |
| • <b>Unbeatable service &amp; support</b>                      | Includes two-year limited warranty, backed by Epson's superior technical support.                   |

**PRINTER SPECIFICATIONS****Printing Method**

9-pin, impact dot matrix

**Print Direction**Bidirectional with logic seeking in draft mode  
Unidirectional for graphics, NLQ text, bit image and color printing**Print Speed****Bitmapped fonts**

|                     |                  |
|---------------------|------------------|
| High speed draft    | 300 cps (10 cpi) |
| Draft               | 225 cps (10 cpi) |
| Near Letter Quality | 56 cps (10 cpi)  |

**Character Sets**13 standard versions  
38 NLSP versions  
13 international character sets**Resident Bitmapped Fonts (cpi)**EPSON Draft 10 cpi, 12 cpi, 15 cpi  
EPSON Roman 10 cpi, 12 cpi, 15 cpi, proportional  
EPSON Sans Serif 10 cpi, 12 cpi, 15 cpi, proportional  
EPSON OCR-B 10 cpi**Bar Code Fonts**EAN-13, EAN-8, Interleaved 2 of 5, UPC-A, UPC-E, Code 39,  
Code 128, Postnet**Physical Dimensions**6.26"H x 14.42"W x 10.84"D  
Weight 9.7 lb**Interface**Bidirectional 8-bit parallel interface  
(supports IEEE-1284 Nibble Mode)  
Serial interface**Software Drivers**Windows® 2000, Windows 98, Windows 95, Windows NT,  
Windows 3.1x**Paper Feed Methods**Friction feed (rear)  
Push tractor feed (rear)  
Push & pull tractor feed (rear)  
Pull tractor feed (rear, bottom)**Paper Paths**Manual insertion (rear in, top out)  
Cut sheet feeder (rear in, top out)  
Push tractor (rear in, top out)  
Pull tractor (rear or bottom in, top out)**Formatting**

Line spacing 1/6" or programmable in increments of 1/216"

**Paper Feed Speed**88 milliseconds per 1/6"  
3"/sec continuous feed**Paper Handling****Cut Sheets**

|                   |                       |
|-------------------|-----------------------|
| Width             | 3.9" to 10.1"         |
| Length            | 3.9" to 14.3"         |
| Maximum thickness | single sheets .0055"  |
| Maximum thickness | multipart forms .015" |

**Continuous Paper**

|                   |                      |
|-------------------|----------------------|
| Width             | 4" to 10"            |
| Length            | 22" maximum one page |
| Maximum thickness | .015"                |

**Envelopes**

|                   |        |
|-------------------|--------|
| No. 6, No. 10     |        |
| Maximum thickness | .0205" |

**Labels**

|                         |           |
|-------------------------|-----------|
| Width                   | 4" to 10" |
| Length                  | 4" to 22" |
| Maximum sheet thickness | .0075"    |

**Roll Paper**

|                   |                       |
|-------------------|-----------------------|
| Width             | 8.5"                  |
| Maximum thickness | .0035"                |
| Copies            | 1 original + 4 copies |

**Sound Level**

49 dB(A)

**Input Buffer**

8 KB

**Printer Language**EPSON ESC/P2\*  
IBM® 2380 Plus emulation**Power Requirements**120V AC ±10%; 49.5 to 60.5 Hz  
120 VA maximum**Hardware Features**Control panel selection of font, pause, tear off, paper feeding,  
micro adjustment, self test, buffer clear**Reliability/Life Expectancy**

|                    |   |
|--------------------|---|
| Total print volume | 12 million lines (except print head)  |
| MTBF               | 6000 POH @25% duty  |
| Print head life    | 400 million strokes/wire (black);<br>100 million strokes/wire (color);<br>3 million characters (draft 10 cpi,<br>14 dots/character) |
| Ribbon life        |   |

**Product/Accessory Part Numbers**

|                              |         |
|------------------------------|---------|
| EPSON LX-300+ impact printer | C294001 |
| Black ribbon cartridge       | 8750    |
| Black ribbon pack            | 8758    |
| Color ribbon cartridge       | S015073 |
| Cut sheet feeder             | C806371 |
| Pull tractor unit            | C800301 |
| Roll paper holder            | 8310    |
| Color kit                    | C832081 |

**Warranty**

Two year limited warranty in the U.S. and Canada

**Support—The Epson Connection™**Pre-sales Support U.S. and Canada 800-463-7766  
Automated Technical Support 800-922-8911  
Internet Website <http://www.epson.com>**Epson America, Inc.**

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**December 14, 2006**  
**Consent Agenda**  
**Tejas Medical Waste Hauling Franchise First Reading**

**To:** Glenn Brown, City Manager

**From:** Olivia Burnside, Chief Information Officer

**Agenda Caption:** Presentation, possible action, and discussion on the second reading of an ordinance granting a non-exclusive medical waste hauling franchise agreement to Tejas Medical Waste.

**Recommendation(s):** Staff recommends approval of the ordinance granting a non-exclusive medical waste hauling franchise to Tejas Medical Waste.

**Summary:** The proposed franchise agreement allows Tejas Medical Waste to engage in the business of collecting, hauling and disposing of treated and untreated medical waste from various health care facilities within the city limits. The disposal of medical waste, a State mandated service, was privatized because untreated medical waste cannot be deposited in the BSWMA landfill and staff has determined that privatizing this service is the most cost-effective way to offer this service to our community.

Tejas Medical Waste had a franchise with the City for a term of two years beginning August 2004 and has paid all franchise fees and provided all reports to the City as required.

Other companies having similar non-exclusive medical waste hauling franchise agreements with the City are Enviromed, Stericycle, Inc. and American Medical Waste Management, Inc.

**Budget & Financial Summary:** The franchise agreement requires Tejas Medical Waste to pay five percent (5%) of the company's gross delivery and hauling revenues generated from the company's business of collecting and disposing of treated and untreated medical waste within the City.

**Attachments:**  
Franchise Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING **TEJAS MEDICAL WASTE**, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTION AND DISPOSAL OF TREATED AND UNTREATED MEDICAL WASTE FROM VARIOUS HEALTH CARE-RELATED FACILITIES WITHIN THE CITY LIMITS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of College Station regulates, the collection and disposal of all solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station may, pursuant to Article XI of its Charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of **CITY** and for the collection and disposal of treated and untreated medical wastes generated from within the corporate limits of the City of College Station; and

WHEREAS, **Tejas Medical Waste**, is engaged in the business of collection and disposal of treated and untreated medical waste from health care-related facilities and is requesting a franchise to operate its business within the City limits of the City of College Station; and

WHEREAS, the City of College Station (hereinafter referred to as "**CITY**"), believes it is in the best interest of College Station to offer **Tejas Medical Waste**, a franchise on such terms and conditions as will provide College Station with control and options necessary to provide for the public good; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, THAT:

**I.  
DEFINITIONS**

**1.1** For the purposes of this Ordinance, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Ordinance shall be given their common and ordinary meaning.

Ordinance No. \_\_\_\_\_

1.2 For the purposes of this Ordinance, the following words, terms, phrases and their derivations shall have the meaning given in Section. 1.1

**Franchise** means this ordinance and all rights and obligations established herein or as it may be amended.

**CITY** means the City of College Station, a home rule municipal corporation in the State of Texas.

**City Council** or “Council” means the governing body of the City of College Station.

**City Manager** means the City official appointed by the City Council who is responsible for the daily operation of the City of College Station.

**Brazos Valley Solid Waste Management Agency** or **BVSWMA** means a permitted municipal solid waste facility jointly owned by the Cities of Bryan and College Station and operated by the City of College Station on behalf of the cities as authorized by an interlocal agreement.

**Customers.** Those health care-related facilities located within the **CITY** that generate treated and untreated medical waste.

**Medical Wastes** means medical wastes as that term is defined in 30 T.A.C. 330.2(74), (93), (141), and (141)(C) as it now exists or as is hereafter amended.

**Treated or Processed Medical Waste** is medical waste that has been treated as provided in 25 T.A.C. 1.133 and 1.136 as it now exists or as it is hereafter amended.

**COMPANY** means **Tejas Medical Waste**, a privately held corporation incorporated in the State of Texas which provides medical waste management services for the healthcare industry as well as providing destruction services to major pharmaceutical manufacturers and which operates in the State of Texas as well as other states.

**T.A.C.** means the Texas Administrative Code as it now exists or as it is hereinafter amended.

**Force Majeure** means, without limitation, by the following enumeration, acts of God and the public enemy, the elements, fire, or accidents.

**TCEQ** means Texas Commission on Environmental Quality.

Ordinance No. \_\_\_\_\_

**II.  
GRANT OF NONEXCLUSIVE FRANCHISE**

**2.1** CITY hereby grants to COMPANY a nonexclusive franchise to operate and establish in College Station, as constituted as of the effective date of this Franchise, or as may hereafter be constituted to collect and dispose of treated and untreated medical waste from various health care-related facilities within the jurisdictional limits of CITY, and COMPANY is hereby granted passage and right-of-way on, along and across the streets, avenues, rights-of-way, alleys, and highways within the corporate limits of College Station, for any such service and lawful purpose as herein mentioned; provided that all such work, activity and undertakings by COMPANY shall be subject to the terms and provisions of this Franchise and the continuing exercise by College Station of its governmental and police powers, and provided further that nothing herein shall be construed to require or authorize COMPANY to exceed any rights granted herein or by the TCEQ.

**2.2** Nothing in this Franchise shall be construed as granting any exclusive franchise or right.

**III.  
FRANCHISE AND RENTAL FEES**

**3.1.** For and in consideration of the use of the CITY's rights-of-way, streets, alleys, highways, avenues and thoroughfares as well as in consideration of the covenants and agreements contained herein, COMPANY agrees to and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of COMPANY's monthly gross delivery and hauling revenues generated from COMPANY's provision of collection and disposal of treated and untreated medical waste services within the CITY. Said payment shall be paid quarterly to the CITY's Finance Department and shall be due by the twentieth of the month following the end of the previous quarter.

**3.2** The franchise fee shall be in lieu of any and all other College Station imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exaction's or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within College Station) or permits upon or relating to the business, revenue, franchise, equipment, and other facilities of COMPANY and all other property of COMPANY and its activities, or any part thereof, in College Station which relate to the operation of COMPANY's medical waste collection business.

**3.3** Payment after that date shall incur a ten percent (10%) penalty on the outstanding amount owed under this article, and after written notice by CITY, may constitute a basis for forfeiture or termination under this Franchise pursuant to Article VIII herein.

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**IV.  
TERM OF FRANCHISE**

**4.1** The term of this franchise shall be for a period of five (5) years beginning on the 15th day of February, 2007.

**V.  
SERVICE TO BE PROVIDED BY COMPANY**

**5.1** **COMPANY** shall furnish service consistent with the requirements and intent of this Franchise, and specified in this ordinance as now or hereafter approved by the Council or other regulatory authority having jurisdiction, without unreasonable discrimination, to all areas of College Station.

**5.2** **COMPANY** shall maintain its property and equipment in good order and working condition, consistent with the needs of the services rendered therefrom and in accordance with 30 T.A.C. 330.1005(g) through (i).

**5.3** **COMPANY** agrees that a standby vehicle shall always be available.

**5.4** **COMPANY's** vehicles shall at all times be clearly marked with **COMPANY's** name and TCEQ registration number in letters not less than three (3) inches in height.

**5.5** **COMPANY's** operations shall be conducted in a manner that minimizes noise, disturbance, and commotion.

**5.6** **COMPANY** shall use all proper skill and care, and exercise all due and proper precautions that meet or exceed industry standards and TCEQ regulatory requirements to prevent injury to any person or person(s) and damage to any property.

**5.7** **COMPANY** shall register their operations with the TCEQ prior to commencing operations under this Franchise and shall provide proof of such registration and renewal thereof annually to **CITY**.

**5.8 AD VALOREM TAXES**

**COMPANY** agrees to render a list annually of all personal property utilized in its treated and untreated medical waste operation services to Brazos County Appraisal District so that said personal property will be subject to ad valorem taxation by the applicable taxing entities.

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## 5.9 DISPOSAL SITE FOR TREATED MEDICAL WASTE

Unless approved otherwise in writing by **CITY**, **COMPANY** shall utilize the BVSWMA landfill located on Rock Prairie Road, College Station or any other municipal landfill site designated by **CITY** for its municipal solid waste disposal for disposal of all treated medical waste collected by **COMPANY** from within the corporate limits of the City of College Station. Untreated medical waste collected by **COMPANY** within the corporate limits of the City of College Station will be treated and disposed of at any site of **COMPANY**'s selection, provided however, that any site used shall be permitted to accept this classification of waste by the appropriate regulatory authority.

5.10 **CITY** shall have access to all books of accounts and records of its business operations from which Gross Receipts may be determined.

5.11 **COMPANY** further agrees **CITY** may review its books and records, during normal business hours and on a non-disruptive basis, as reasonably necessary to monitor compliance with the terms hereof, or as otherwise required by law

- (a) **COMPANY** shall keep complete and accurate books of accounts and records of its business and operations from which Gross Receipts may be determined.
- (b) The following records and reports shall be filed monthly with the City Manager or his delegate:
  - i. Reports of all complaints and investigations received from any customer or regulatory authority and remedial action taken by **COMPANY** in response to said complaints.
  - ii. A listing of all **COMPANY**'s customer accounts and monthly revenue derived from collections made in the **CITY** under the terms of this Agreement. The reports shall include customer's name, address, frequency of pick-up, number of containers, pounds of waste collected by customer separated by treated and untreated, and monthly charges.

## 5.12 COMPLAINTS

**COMPANY** shall respond to any customer complaints. Any customer complaints received by **CITY** shall be forwarded to **COMPANY** within twenty-four (24) hours of their receipt. **COMPANY** shall notify **CITY** of action taken within twenty-four (24) hours following receipt of complaint. Failure to timely respond to Customer complaints by **COMPANY** may result in the imposition of a Twenty-five Dollar (\$25.00) per incident charge from **CITY** payable with the next payment due to **CITY** under Article III of this Agreement.

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**5.13** COMPANY agrees to provide free service to CITY during periodic CITY clean-up campaigns and following natural disasters or Acts of God.

**5.14 TERMINATION OF SERVICE**

COMPANY must notify CITY in writing of termination of any customer's service for cause via registered mail within forty-eight (48) hours of said termination and the basis therefor.

**VI.  
TITLE TO WASTE**

**6.1** Sole and exclusive title to all treated and untreated medical waste collected by COMPANY under this Agreement shall pass to COMPANY when said waste is placed on COMPANY's truck.

**VII.  
RATES, RULES AND REGULATIONS**

**7.1** The COMPANY shall charge for the aforementioned services according to the rates set out in the Schedule of Rates attached hereto as Exhibit "A" and incorporated herein by reference. The Schedule of Rates may be revised periodically and must be submitted to the City Manager or his delegate upon each revision and will be attached to the original franchise agreement.

**VIII.  
FORFEITURE AND TERMINATION OF FRANCHISE**

**8.1** In addition to all other rights and powers retained by CITY under this Franchise or otherwise, CITY reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of COMPANY hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by COMPANY shall include, but not be limited to, the following:

1. Failure to pay the fee prescribed by Article III;
2. Failure to materially provide the services provided for in this Franchise;
3. Material misrepresentation of fact in the application for or negotiation of this Franchise;

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4. Conviction of any director, officer, employee, or agent of **COMPANY** of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise;
5. Material misrepresentations of fact knowingly made to **CITY** with respect to or regarding **COMPANY**'s operations, management, revenues, services or reports required pursuant to this Franchise;
6. Revocation or denial of registration or renewal of registration by TCEQ;
7. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure.

**8.2** **COMPANY** shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

**8.3** **CITY** may after a hearing as described herein, revoke and cancel the Franchise by and between the parties and said Franchise shall be null and void. **CITY** shall mail notice to **COMPANY**, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and **COMPANY** shall be allowed to present evidence and be given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice, it may by majority vote cancel this Agreement between the parties at no penalty to the **CITY**.

## **IX. RECEIVERSHIP AND BANKRUPTCY**

**9.1** The Council shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of **COMPANY**, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

**9.2** Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this franchise and remedied all defaults thereunder; or

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9.3 Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

**X.  
INDEMNIFICATION**

10.1 COMPANY shall not dispose of any untreated medical waste, special waste or other hazardous waste or any waste that the landfill is not permitted to accept by TCEQ in the BVSMA landfill. COMPANY hereby agrees to indemnify, defend and hold CITY harmless for disposal of any such waste in the BVSMA landfill whether intentional or inadvertent.

10.2 COMPANY shall indemnify and hold CITY harmless from any and all injuries to persons or claims of damage to property caused by COMPANY, its agents, employees, and representatives.

10.3 COMPANY agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the services provided or medical waste collected, treated, or disposed of by COMPANY under this contract, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

10.4 COMPANY assumes responsibility and liability and hereby agrees to indemnify the City of College Station from any liability caused by COMPANY's failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

**XI.  
INSURANCE**

11.1 COMPANY shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by COMPANY, its agents, representatives, volunteers, employees or subcontractors.

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**11.2 COMPANY's insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the COMPANY's insurance and shall not contribute to it.**

**11.3 COMPANY shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.**

**11.4 All Certificates of Insurance and endorsements shall be furnished to the CITY's Representative at the time of execution of this Agreement, attached hereto as Exhibit B, and approved by the CITY before work commences.**

*A. Standard Insurance Policies Required:*

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Workers' Compensation Policy
4. Pollution Liability Policy
5. Excess Liability Policy

*B. General Requirements Applicable to all Policies:*

1. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
3. "Claims Made" policies will not be accepted.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
5. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
6. The City of College Station, its officials, employees and volunteers, are to be added as "Additional Insured" to all applicable Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.

*C. Commercial General Liability*

1. General Liability insurance shall be written by a carrier with a B+:VII or better rating in accordance with the current Best Key Rating Guide.

Ordinance No. \_\_\_\_\_

2. Minimum Limit of \$1,000,000.00 per and \$2,000,000.00 annual aggregate.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

D. *Automobile Liability*

1. Business Automobile Liability insurance shall be written by a carrier with a B+:VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$2,000,000.00 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned or leased autos, non-owned autos, and hired cars. Where applicable endorsement MCS-90, (Motor Carrier Policies for Insurance for Public Liability) is required.
5. COMPANY is responsible for any liability and/or costs that exceed the dollar limits set forth in this section.

E. *Workers' Compensation*

1. Employer's Liability limits of \$500,000/\$500,000/\$500,000 are required.
2. City of College Station shall be named as Alternate Employer on endorsement WC 99 03 OI unless written through TWCARP.
3. Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04 shall be included in this policy.
4. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, WY.

F. *Pollution Liability*

1. Minimum acceptable limit \$2,000,000 aggregate and \$1,000,000 per occurrence.

Ordinance No. \_\_\_\_\_

2. Pollution coverage endorsement CG 04 22 required.

G. *Excess Liability*

1. Minimum acceptable limit \$5,000,000 aggregate and \$1,000,000 per occurrence.

H. *Certificates of Insurance*

**Certificates of Insurance** shall be prepared and executed by the insurance company or it's authorized agent, and shall contain the following provisions and warranties:

1. The company is licensed and admitted to do business in the State of Texas.
2. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
3. All endorsements and insurance coverages according to requirements and instructions contained herein.
4. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**11.5** The coverage requirements set forth in this Article are in addition to those required under 30 T.A.C. 330.1005(j). **COMPANY** shall provide proof that it has met the requirements of 30 T.A.C. 330.1005(j) to **CITY** upon the execution of this Franchise by **COMPANY**.

**11.6** **COMPANY** shall notify **CITY** by certified mail of the commencement of voluntary proceedings under Title 11 (Bankruptcy), United States Code, naming the **COMPANY** as debtor, within ten (10) business days after the commencement of the proceeding.

**11.7** If **COMPANY** is deemed to be without financial assurance pursuant to 30 T.A.C. 330.1005(j), **COMPANY**'s operations shall be suspended until **COMPANY** establishes other acceptable financial assurance with the TCEQ and provides proof of same to **CITY**.

## **XII. GOVERNING LAW; LIMITATIONS; COMPLIANCE**

**12.1** This ordinance shall be construed in accordance with the **CITY**'s Charter and Code in effect on the Effective Date of this ordinance to the extent that such Charter and Code are not in conflict with or in violation of the constitution and laws of the United States or the State of Texas.

**12.2** This ordinance shall be governed in accordance with the laws of the State of Texas.

Ordinance No. \_\_\_\_\_

**12.3** Notwithstanding any other provision in this franchise to the contrary, **CITY** and **COMPANY** shall at all times comply with all laws, rules and regulations of the state and federal government and any administrative agencies thereof, with respect to the subject matter of this ordinance.

**XVIII.  
ASSIGNMENT**

**13.1** This Agreement and the rights and obligations contained herein may not be assigned by **COMPANY** without the specific prior written approval of the City Council.

**XIV.  
NOTICES**

**14.1** All notices required under the terms of this Contract to be given by either party to the other shall be in writing, and unless otherwise specified in writing shall be sent to the parties at the addresses following:

**CITY:**  
Glenn Brown, City Manager  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

**COMPANY:**  
Janet K. McClain  
Tejas Medical Waste  
P.O. Box 1547  
Copperas Cove, Texas 76522

**14.2** All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**XV.  
AMENDMENTS**

**15.1** It is understood and agreed by the parties to this Franchise that no alteration or variation to the terms of this Franchise shall be effective unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

Ordinance No. \_\_\_\_\_

**XVI.  
SEVERABILITY**

**16.1** If any section, sentence, clause or paragraph of this Ordinance is for any reason held to be invalid or illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining portions of the Ordinance other than the part or parts held invalid or unconstitutional.

**XVII.  
AUTHORIZATION TO EXECUTE**

**17.1** The parties signing the Franchise shall provide adequate proof of their authority to execute this Agreement. The Franchise shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**XVIII.  
ACCEPTANCE OF FRANCHISE BY COMPANY**

**18.1** In accordance with CITY OF COLLEGE STATION CITY CHARTER, SECTION 103, this Ordinance shall be effective sixty (60) days after its adoption. **COMPANY** shall file its written acceptance of the terms and conditions of the Ordinance with the City Secretary within thirty (30) days from the final adoption of this Ordinance. Such acceptance shall be typed or printed on the letterhead of **COMPANY** and, with the blank spaces appropriately completed, shall be as follows:

Attn: City Manager

**Tejas Medical Waste** acting by and through the undersigned \_\_\_\_\_ who is acting within his/her official capacity and authority, hereby accepts the franchise to operate a medical waste collection service within the City of College Station, Texas ("College Station") as said franchise is set forth and provided in Ordinance No. \_\_\_\_\_ (the "Ordinance"). **Tejas Medical Waste** agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided for in the Ordinance in a business like and reasonable manner and in compliance with the Ordinance.

**Tejas Medical Waste**

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

Ordinance No. \_\_\_\_\_

Title:

**XIX.  
PUBLIC HEARING**

19.1 It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by TEXAS GOVERNMENT CODE § 551 (Vernon 1994, Vernon Supp. 2003), as amended, and that advance public notice of time, place, and purpose of said meetings was given.

PASSED, ADOPTED and APPROVED by a majority vote of the City Council of the City of College Station on this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

TEJAS MEDICAL WASTE

CITY OF COLLEGE STATION

BY: *Janet K. Hill-Clair*  
Title *President*

BY: \_\_\_\_\_  
RON SILVIA, Mayor

Date: *10-20-06*

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

ATTEST:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

APPROVAL:

\_\_\_\_\_  
Glenn Brown, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Kersten, Director of Fiscal Services  
Date: \_\_\_\_\_

*Carla A. Robinson*  
City Attorney

Ordinance No. \_\_\_\_\_

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

First Consideration and Approval: \_\_\_\_\_

Second Consideration and Approval: \_\_\_\_\_

Third Consideration and Approval: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

**Exhibit "A"**

**SCHEDULE OF RATES**

Rates are from \$19.00 to \$21.00 depending on the size of contract boxes and number of accounts included in contract. These prices are for from 1 to 6 boxes per month.

Ordinance No. \_\_\_\_\_

**Exhibit "B"**

**CERTIFICATES OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/09/05

PRODUCER Tom Stewart Insurance  
1001 S. Dairy Ashford, Suite 225  
Houston, TX 77077  
(281)589-0004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED [REDACTED]  
PO BOX 1547  
Copperas Cove, TX 76522

INSURER A: Arch Insurance Co.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|--|
| A        | ✓           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC  | FBCAT0044202  | 05/21/06                         | 05/21/07                          | EACH OCCURRENCE 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000<br>MED EXP (Any one person) 5,000<br>PERSONAL & ADV INJURY 1,000,000<br>GENERAL AGGREGATE 2,000,000<br>PRODUCTS - COMP/OP AGG Included  |
| A        | ✓           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON OWNED AUTOS<br><input checked="" type="checkbox"/> Broad Pollution<br><br><b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><br><b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input checked="" type="checkbox"/> DEDUCTIBLE RETENTION | FBCAT0044201  | 05/21/06                         | 05/21/07                          | COMBINED SINGLE LIMIT (Ea accident) 1,000,000<br><br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br><br>PROPERTY DAMAGE (Per accident)<br>AUTO ONLY - EA ACCIDENT<br>OTHER THAN EA ACC<br>AUTO ONLY: AGG<br><br>EACH OCCURRENCE<br>AGGREGATE<br><br>WC STATU- OTH-<br>TORY LIMITS ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER  |               |                                  |                                   |  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Truckers Operations/Scheduled Vehicles; excluding certified acts of terrorism

Certificate holder is named as additional insured as respects to general liability and auto liability.

**CERTIFICATE HOLDER**

City of College Station  
Attn: Risk Management PO box 9960  
College Station, TX 77842

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Tom Stewart*

TEXAS WORKERS' COMPENSATION COMMISSION  
Southfield Building, 4000 South IH-35  
Austin, Texas 78704

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provides a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor of or method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR  
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_

TO: \_\_\_\_\_

City of College Station  
Name of General Contractor

\_\_\_\_\_  
Name of Subcontractor

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT): Blanket

Estimated number of employees affected: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

74-16000534  
Federal Tax I.D. Number

City of College Station  
Signature of General Contractor

Date

Address (Street)

1101 Texas Avenue

Printed Name of General Contractor

Address (City, State, Zip)

College Station, Tx 77842

Subcontractor's Affirmation

74-2959182

Federal Tax I. D. Number

\* Alexandria Medical Waste  
Janel K. McClain  
Signature of Subcontractor

3/24/04  
Date

Box 534 C.R. 3384  
Address (Street)

Printed Name of Subcontractor

Address (City, State, Zip)

TEXAS MEDICAL WASTE  
Janel K. McClain Kenner, Inc. 76539

Three copies of this form must be completed: This agreement must be filed by the General Contractor with the workers' compensation insurance carrier of the General Contractor within 10 days of the date of execution. The original must be filed with the insurance carrier by PERSONAL DELIVERY OR REGISTERED OR CERTIFIED MAIL. Both the General Contractor and the Subcontractor must also retain a copy of the agreement.

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved  
OMB No. 2125-0074

Issued to Tejas Medical Waste, Inc. of PO Box 1547, Copperas Cove, TX 76522

Dated at Denver, CO this 21<sup>st</sup> day of May, 2003

Amending Policy No. AT7119538 Effective Date 05/21/03

Name of Insurance Company Atlantic Insurance Company

Telephone Number (404) 497-7200 Countersigned by *Michael J. Hill*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by  for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident.  
In excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

# ACORD™ COMMERCIAL POLICY CHANGE REQUEST

DATE (MM/DD/YY)  
11/14/05

AGENCY PHONE (A/C, No, Ext): (281)589-0004  
FAX (A/C, No): (281)589-8889

POLICY TYPE:  PROPERTY  GENERAL LIABILITY  MOTOR CARRIERS   
 INLAND MARINE  AUTO  BUSINESS OWNERS   
 UMBRELLA  TRUCKERS  WORKERS COMP

Tom Stewart Insurance  
1001 S. Dairy Ashford, Suite 225  
Houston, TX 77077  
CODE: SUBCODE:

COMPANY: Arch Insurance Co.  
NAIC CODE:

AGENCY CUSTOMER ID  
INSURED'S NAME: Tejas Medical Waste  
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4):  
Tejas Medical Waste  
PO BOX 1547  
Copperas Cove, TX 76522

ATTENTION:  
POLICY NUMBER: FBCAT0044201  
EFFECTIVE DATE OF CHANGE: 11/09/05  
POLICY INCEPTION DATE: 05/21/05  
POLICY EXPIRATION DATE: 05/21/06

THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.

**PREMISES INFORMATION**  ADD  CHANGE  DELETE

| LOC # | BLD # | STREET, CITY, COUNTY, STATE, ZIP+4 | CITY LIMITS   | INTEREST  | YR BUILT | PART OCCUPIED |
|-------|-------|------------------------------------|---|---|----------|---------------|
|       |       |                                    | <input type="checkbox"/> INSIDE<br><input type="checkbox"/> OUTSIDE | <input type="checkbox"/> OWNER<br><input type="checkbox"/> TENANT |          |               |

**NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)**  ADD  CHANGE  DELETE

| LOC # | BLD # |  |
|-------|-------|--|
|       |       |  |

**AUTO-VEHICLE DESCRIPTION/LIMITS**  POLICY LIMIT(S) CHANGED  ADD  CHANGE  DELETE

| VEH #                               | YEAR                              | MAKE:                            | MODEL:                            | BODY TYPE:                              | V.I.N.:                                 | VEHICLE TYPE   | SYM/AGE                       | COST NEW                            |                             |                                 |                               |                                      |
|-------------------------------------|-----------------------------------|----------------------------------|-----------------------------------|---|---|--|-------------------------------|-------------------------------------|-----------------------------|---------------------------------|-------------------------------|--------------------------------------|
|                                     |                                   |                                  |                                   |   |   | <input type="checkbox"/> P <input type="checkbox"/> SPEC <input type="checkbox"/> COML |                               | \$                                  |                             |                                 |                               |                                      |
| CITY, STATE, ZIP WHERE GARAGED      |                                   | LIC STATE                        | TERR                              | GVW/GCW                                 | CLASS                                   | SIC  | FACTOR                        | SEAT CP                             | RADIUS                      | FARTHEST TERM                   |                               |                                      |
| DRIVE TO WORK/SCHOOL                | USE                               | <input type="checkbox"/> COMM'L  | CHECK COVERAGES                   | <input type="checkbox"/> ADD'L NO-FAULT | <input type="checkbox"/> UNDRINS MOTOR  | <input type="checkbox"/> F   | <input type="checkbox"/> LSP  | <input type="checkbox"/> RENT REIMB | DEDUCTIBLES                 | <input type="checkbox"/> ACV    | <input type="checkbox"/> COMP | <input type="checkbox"/> SPEC C OF L |
| <input type="checkbox"/> < 15 MILES | <input type="checkbox"/> PLEASURE | <input type="checkbox"/> RETAIL  | <input type="checkbox"/> LIAB     | <input type="checkbox"/> MED PAY        | <input type="checkbox"/> TOWING & LABOR | <input type="checkbox"/> FT  | <input type="checkbox"/> COMP | <input type="checkbox"/> FG         | <input type="checkbox"/> AA | <input type="checkbox"/> ST AMT | \$                            | \$                                   |
| <input type="checkbox"/> 15 MILES + | <input type="checkbox"/> FARM     | <input type="checkbox"/> SERVICE | <input type="checkbox"/> NO-FAULT | <input type="checkbox"/> UNINS MOTOR    | <input type="checkbox"/> SPEC C OF L    | <input type="checkbox"/> FTW   | <input type="checkbox"/> COLL |                                     | \$                          |                                 | \$                            | COLL                                 |
| NET VEH DR/CR                       |                                   |                                  |                                   |   |   |  |                               |                                     |                             | TOTAL PREM                      | \$                            |                                      |
| LIABILITY                           |                                   | NO FAULT                         |                                   | ADD'L NO FAULT                          |   | MEDICAL PAYMENTS   |                               | UNINSURED MOTORISTS                 |                             | UNDERINSURED MOTORISTS          |                               |                                      |
| \$                                  |                                   | \$                               |                                   | \$                                      |   | \$   |                               | \$                                  |                             | \$                              |                               |                                      |

**AUTO-VEHICLE DESCRIPTION/LIMITS**  POLICY LIMIT(S) CHANGED  ADD  CHANGE  DELETE

| VEH #                               | YEAR                              | MAKE:                            | MODEL:                            | BODY TYPE:                              | V.I.N.:                                 | VEHICLE TYPE   | SYM/AGE                       | COST NEW                            |                             |                                 |                               |                                      |
|-------------------------------------|-----------------------------------|----------------------------------|-----------------------------------|---|---|--|-------------------------------|-------------------------------------|-----------------------------|---------------------------------|-------------------------------|--------------------------------------|
|                                     |                                   |                                  |                                   |   |   | <input type="checkbox"/> P <input type="checkbox"/> SPEC <input type="checkbox"/> COML |                               | \$                                  |                             |                                 |                               |                                      |
| CITY, STATE, ZIP WHERE GARAGED      |                                   | LIC STATE                        | TERR                              | GVW/GCW                                 | CLASS                                   | SIC  | FACTOR                        | SEAT CP                             | RADIUS                      | FARTHEST TERM                   |                               |                                      |
| DRIVE TO WORK/SCHOOL                | USE                               | <input type="checkbox"/> COMM'L  | CHECK COVERAGES                   | <input type="checkbox"/> ADD'L NO-FAULT | <input type="checkbox"/> UNDRINS MOTOR  | <input type="checkbox"/> F   | <input type="checkbox"/> LSP  | <input type="checkbox"/> RENT REIMB | DEDUCTIBLES                 | <input type="checkbox"/> ACV    | <input type="checkbox"/> COMP | <input type="checkbox"/> SPEC C OF L |
| <input type="checkbox"/> < 15 MILES | <input type="checkbox"/> PLEASURE | <input type="checkbox"/> RETAIL  | <input type="checkbox"/> LIAB     | <input type="checkbox"/> MED PAY        | <input type="checkbox"/> TOWING & LABOR | <input type="checkbox"/> FT  | <input type="checkbox"/> COMP | <input type="checkbox"/> FG         | <input type="checkbox"/> AA | <input type="checkbox"/> ST AMT | \$                            | \$                                   |
| <input type="checkbox"/> 15 MILES + | <input type="checkbox"/> FARM     | <input type="checkbox"/> SERVICE | <input type="checkbox"/> NO-FAULT | <input type="checkbox"/> UNINS MOTOR    | <input type="checkbox"/> SPEC C OF L    | <input type="checkbox"/> FTW   | <input type="checkbox"/> COLL |                                     | \$                          |                                 | \$                            | COLL                                 |
| NET VEH DR/CR                       |                                   |                                  |                                   |   |   |  |                               |                                     |                             | TOTAL PREM                      | \$                            |                                      |
| LIABILITY                           |                                   | NO FAULT                         |                                   | ADD'L NO FAULT                          |   | MEDICAL PAYMENTS   |                               | UNINSURED MOTORISTS                 |                             | UNDERINSURED MOTORISTS          |                               |                                      |
| \$                                  |                                   | \$                               |                                   | \$                                      |   | \$   |                               | \$                                  |                             | \$                              |                               |                                      |

**DRIVER INFORMATION (List drivers who frequently use own vehicles)**  ADD  CHANGE  DELETE

| DRIVER # | NAME (Include address, if required) | SEX | MAR STAT | DATE OF BIRTH | YRS EXP | YEAR LIC | DRIVERS LICENSE NUMBER/SOCIAL SECURITY NUMBER | STATE LIC | DATE HIRE | BROADEN NO-FAULT | DOC | USE VEH # | % USE |
|----------|-------------------------------------|-----|----------|---------------|---------|----------|---|-----------|-----------|------------------|-----|-----------|-------|
|          |                                     |     |          |               |         |          |   |           |           |                  |     |           |       |

**DRIVER INFORMATION (List drivers who frequently use own vehicles)**  ADD  CHANGE  DELETE

| DRIVER # | NAME (Include address, if required) | SEX | MAR STAT | DATE OF BIRTH | YRS EXP | YEAR LIC | DRIVERS LICENSE NUMBER/SOCIAL SECURITY NUMBER | STATE LIC | DATE HIRE | BROADEN NO-FAULT | DOC | USE VEH # | % USE |
|----------|-------------------------------------|-----|----------|---------------|---------|----------|---|-----------|-----------|------------------|-----|-----------|-------|
|          |                                     |     |          |               |         |          |   |           |           |                  |     |           |       |

**WORKERS COMPENSATION RATING INFORMATION**

| TYPE OF CHANGE | STATE | LOC | CLASS CODE | DESCR CODE | CATEGORIES, DUTIES, CLASSIFICATIONS | # OF EMPLOYEES FULL TIME | # OF EMPLOYEES PART TIME | ESTIMATED ANNUAL REMUNERATION |
|----------------|-------|-----|------------|------------|-------------------------------------|--------------------------|--------------------------|-------------------------------|
|                |       |     |            |            |                                     |                          |                          |                               |

**PROPERTY/INLAND MARINE - PREMISES INFORMATION**

PREMISES #:

BUILDING #:

ADD  CHANGE  DELETE

| SUBJECT OF INSURANCE | AMOUNT | COINS % | VALUATION | CAUSES OF LOSS | INFLATION GUARD % | DEDUCTIBLE | FORMS AND CONDITIONS TO APPLY |
|----------------------|--------|---------|-----------|----------------|-------------------|------------|-------------------------------|
|                      |        |         |           |                |                   |            |                               |

**ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION**

| CONSTRUCTION TYPE | DISTANCE TO HYDRANT FT | DISTANCE TO FIRE STAT MI | FIRE DISTRICT/CODE NUMBER | PROT CL | # STORIES | # BASM'TS | YR BUILT | TOTAL AREA |
|-------------------|------------------------|--------------------------|---------------------------|---------|-----------|-----------|----------|------------|
|                   |                        |                          |                           |         |           |           |          |            |

|                                      |  |                                       |                                 |                 |   |           |                   |
|--------------------------------------|--|---------------------------------------|---------------------------------|-----------------|---|-----------|-------------------|
| BUILDING IMPROVEMENTS                | <input type="checkbox"/> PLUMBING, YR: | <input type="checkbox"/> HEATING, YR: | <input type="checkbox"/> OTHER: | BLDG CODE GRADE | INSPECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO | ROOF TYPE | OTHER OCCUPANCIES |
| <input type="checkbox"/> WIRING, YR: |  |                                       |                                 | TAX CODE        |   |           |                   |

|                           |                          |                          |
|---------------------------|--------------------------|--------------------------|
| RIGHT EXPOSURE & DISTANCE | LEFT EXPOSURE & DISTANCE | REAR EXPOSURE & DISTANCE |
|---------------------------|--------------------------|--------------------------|

|                    |               |                 |        |       |  |                                    |
|--------------------|---------------|-----------------|--------|-------|--|------------------------------------|
| BURGLAR ALARM TYPE | CERTIFICATE # | EXPIRATION DATE | EXTENT | GRADE | <input type="checkbox"/> CENTRAL STATION | <input type="checkbox"/> WITH KEYS |
|--------------------|---------------|-----------------|--------|-------|--|------------------------------------|

|   |                   |                                       |                          |
|---|-------------------|---------------------------------------|--------------------------|
| BURGLAR ALARM INSTALLED AND SERVICED BY | # GUARDS/WATCHMEN | <input type="checkbox"/> CLOCK HOURLY | <input type="checkbox"/> |
|---|-------------------|---------------------------------------|--------------------------|

|   |                         |  |                                     |
|---|-------------------------|--|-------------------------------------|
| PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2/Chemical Systems) | FIRE ALARM MANUFACTURER | <input type="checkbox"/> CENTRAL STATION | <input type="checkbox"/> LOCAL GONG |
|---|-------------------------|--|-------------------------------------|

**INLAND MARINE - SCHEDULED EQUIPMEN**  ADD  CHANGE  DELETE

| # | MODEL YEAR | DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC) | ID #/SERIAL # | DATE PURCHASED | NEW/USED | AMOUNT OF INSURANCE |
|---|------------|--|---------------|----------------|----------|---------------------|
|   |            |  |               |                |          | \$                  |
|   |            |  |               |                |          | \$                  |

**GENERAL LIABILITY - LIMITS**  CHANGE

|   |    |                                  |    |
|---|----|----------------------------------|----|
| GENERAL AGGREGATE                         | \$ | DAMAGE TO RENTED PREMISES        | \$ |
| PRODUCTS & COMPLETED OPERATIONS AGGREGATE | \$ | MEDICAL EXPENSE (Any one person) | \$ |
| PERSONAL & ADVERTISING INJURY             | \$ | EMPLOYEE BENEFITS                | \$ |
| EACH OCCURRENCE                           | \$ |                                  | \$ |

**GENERAL LIABILITY - SCHEDULE OF HAZARDS**

| TYPE OF CHANGE | LOCATION # | CLASSIFICATION | CLASS CODE | PREMIUM BASIS | TERR | PREMIUM BASIS CODES   |
|----------------|------------|----------------|------------|---------------|------|---|
|                |            |                |            |               |      | (S) GROSS SALES - PER \$1,000/SALES<br>(P) PAYROLL - PER \$1,000/PAY<br>(A) AREA - PER 1,000/SQ FT<br>(C) TOTAL COST - PER \$1,000/COST<br>(M) ADMISSIONS - PER 1,000/ADM<br>(U) UNIT - PER UNIT<br>(T) OTHER |

**UMBRELLA**  CHANGE

|                    |    |                  |
|--------------------|----|------------------|
| LIMIT OF LIABILITY | \$ | OTHER (DESCRIBE) |
| RETAINED LIMIT     | \$ |                  |

**ADDITIONAL INTEREST**  ADD  CHANGE  DELETE

| INTEREST   | RANK: | NAME AND ADDRESS                  | REFERENCE #: | <input checked="" type="checkbox"/> CERTIFICATE REQUIRED | INTEREST IN ITEM NUMBER |
|--|-------|-----------------------------------|--------------|--|-------------------------|
| <input checked="" type="checkbox"/> ADDITIONAL INSURED |       | City of College Station           |              |  | PREMISES: BUILDING:     |
| <input type="checkbox"/> LOSS PAYEE                    |       | Attn: Risk Management PO Box 9960 |              |  | VEHICLE: BOAT:          |
| <input type="checkbox"/> MORTGAGEE (# _____)           |       | College Station, TX 77842         |              |  | SCHEDULED ITEM NUMBER:  |
| <input type="checkbox"/> MORTGAGEE (# _____)           |       |                                   |              |  | OTHER                   |
| <input type="checkbox"/> LIENHOLDER                    |       |                                   |              |  |                         |
| <input type="checkbox"/> EMPLOYEE AS LESSOR            |       | ITEM DESCRIPTION:                 |              |  |                         |

**ADDITIONAL CHANGES/REMARKS**

Please add additional insured as shown above.

Thanks

**SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)**

|                     |      |                      |                          |
|---------------------|------|----------------------|--------------------------|
| INSURED'S SIGNATURE | DATE | PRODUCER'S SIGNATURE | NATIONAL PRODUCER NUMBER |
|                     |      | <i>Tom Stewart</i>   |                          |

**December 14, 2006**  
**Consent Agenda**  
**Northgate Tax Increment Reinvestment Zone #16 Participation Agreement**

**To:** Glenn Brown, City Manager

**From:** Terry L. Childers, Deputy City Manager

**Agenda Caption:** Presentation, possible action, and discussion regarding Northgate Tax Increment Reinvestment Zone #16 Participation Agreement with Brazos County.

**Recommendation(s):** Council approval of Northgate Tax Increment Reinvestment Zone #16 Participation Agreement with Brazos County.

**Summary:** The City Council created the Northgate Tax Increment Reinvestment Zone #16 on June 22, 2006. The Council subsequently approved the Northgate TIF Financing Plan on September 14, 2006. The final Council approval required is the Participation Agreement with Brazos County. The proposed Agreement has been submitted to Brazos County pending approval by the City Council.

**Budget & Financial Summary:** None.

**Attachments:** Northgate TIF Participation Agreement.

## AGREEMENT

This Agreement is between the City of College Station, Texas, a home-rule city created under the laws of the State of Texas (hereinafter “the City”) and Brazos County, Texas, a county existing under the laws of the State of Texas (hereinafter “the County”).

### ARTICLE I

The City has created the College Station Reinvestment Zone No. 16 to spur economic growth in the Northgate area of College Station, Brazos County, Texas, and to construct a convention center and related improvements to be owned by the City. The College Station Reinvestment Zone No. 16 was established by Ordinance No. 2907, a copy of which is attached hereto as Exhibit “A”, excluding exhibits. Ordinance No. 2907 in its entirety is maintained in the City of College Station’s City Secretary’s Office and is incorporated herein by reference for all purposes.

### ARTICLE II

As used in this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this agreement between the City and the County.

“Brazos County” is defined in the preamble of this Agreement and includes its successors and assigns.

“Brazos County Ad Valorem Tax Rate” means the then current ad valorem tax rate of Brazos County, Texas.

“Brazos County Tax Increment Participation” means the amount of the County ad valorem tax levy on the Captured Appraised Value, which the County agrees to contribute to the College Station Reinvestment Zone No. 16 pursuant to Article III of this Agreement.

“Captured Appraised Value” means the captured appraised value of the College Station Reinvestment Zone No. 16, as defined by Chapter 311, Texas Tax Code.

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“City’s Tax Increment Participation” means an amount equal to one hundred percent (100%) of the ad valorem taxes collected by the City each year during the duration of College Station Reinvestment Zone No. 16 on the Captured Appraised Value of real property within the College Station Reinvestment Zone No. 16.

“College Station Reinvestment Zone No. 16” means the College Station Tax Increment Finance Reinvestment Zone No. 16, City of College Station, Texas, created by the City over the College Station Tax Increment Finance Reinvestment Zone No. 16 area.

“College Station Tax Increment Finance Reinvestment Zone No. 16 Area” means the area of the City to be included in College Station Reinvestment Zone No. 16, being described in Exhibit “B” attached hereto and incorporated herein by reference for all purposes.

“Plan” means the final project plan and final reinvestment zone finance plan for the College Station Reinvestment Zone No. 16, adopted by the board of directors of the College Station Reinvestment Zone No. 16 and approved by the City Council of the City.

“Tax Increment Fund” means the tax increment fund created by the City in the City Treasury for the College Station Reinvestment Zone No. 16.

Terms used herein and not otherwise defined shall have the meanings ascribed to them in Chapter 311, Texas Tax Code.

### ARTICLE III

The County, pursuant to Texas Tax Code §311.01 et seq., may participate in and contribute a portion of its tax rate to College Station Reinvestment Zone No. 16. The County hereby agrees to participate in College Station Reinvestment Zone No. 16, by contributing one hundred percent (100%) of the ad valorem taxes collected by the County each year during the term of this Agreement on the Captured Appraised Value of real property within the College Station Reinvestment Zone No. 16, less that portion of the ad valorem taxes pledged directly to debt service. Currently the tax rate upon which the County’s participation would be determined is **forty-five and 50/100 cents (\$0.4550)** per one hundred and no/100 dollars (\$100.00) valuation, less its debt service of **six and 20/100 cents (\$0.0620)** per one hundred and no/100 dollars (\$100.00) valuation, for a current participation rate of **thirty-nine and 30/100 cents (\$0.3930)** per one hundred and no/100 dollars (\$100.00) valuation. However, both the County and the City agree that the tax rate and the portion of the tax rate pledged directly to debt service are subject to change and the contribution herein pledged by the County to the Tax Increment Fund shall change as both its tax rate and tax rate pledged to debt service changes.

Brazos County’s Tax Increment Participation and obligation to participate in the College Station Reinvestment Zone No. 16 shall be restricted to its tax increment collected on the Captured Appraised Value in the College Station Reinvestment Zone No. 16. The County shall not be obligated to pay its Brazos County Tax Increment Participation from other Brazos County taxes or revenues or until the Brazos County Tax Increment Participation in the College Station Reinvestment Zone No. 16 is actually collected. The obligation to pay the Brazos County Tax Increment Participation shall commence as taxes representing the Brazos County tax increment are collected by the County and payment shall be due thirty (30) days after collection.

The first payment of the Brazos County Tax Increment Participation shall be for those taxes as levied by the County in the year 2008 and, subject to Article IV (e), the last payment by the County under this Agreement shall be the earlier of those taxes levied by the County in the year 2023 or when all bonds and interest accruing thereon have been paid in full.

### ARTICLE IV

The contribution of the County referenced in Article III is subject to the following conditions:

- (a) The City shall pledge **one hundred percent (100%)** of its hotel/motel tax generated by the hotel property connected to the convention center located in the College Station Reinvestment Zone No. 16 to the Tax Increment Fund. The City further agrees to pledge 100% of the ad valorem taxes collected by the City each year during the duration of the College Station Reinvestment Zone No. 16 on the Captured Appraised

Value of real property in the College Station Reinvestment Zone No. 16. The City agrees to pledge resources adequate to pay annual debt service for any bonds (Certificates of Obligation) issued with respect to this Agreement.

- (b) The Tax Increment Fund may be used by the City to fund public improvements in the College Station Reinvestment Zone No. 16, including a convention center. The Plan is attached hereto as Exhibit "C" and incorporated herein by reference for all purposes.
- (c) The City shall not request that the County participate in any additional tax increment finance reinvestment zones in either the Northgate area or its surrounding area during the term of the College Station Reinvestment Zone No. 16; provided, however, that the City may change the boundaries of College Station Reinvestment Zone No. 16 as permitted by Chapter 311, Texas Tax Code.
- (d) The City shall not request the County in the future to consider the granting of tax abatement to any property owner within the College Station Reinvestment Zone No. 16 for the duration of the Agreement.
- (e) The County's obligation to participate in the College Station Reinvestment Zone No. 16 shall terminate on the earlier to occur of: (i) December 31, 2023, or (ii) on the date all bonds and interest accruing thereon have been paid in full. Notwithstanding the foregoing, the County shall contribute the taxes levied and collected for the College Station Reinvestment Zone No. 16 for the tax years 2008 through 2023.

#### **ARTICLE V**

No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

#### **ARTICLE VI**

This Agreement may only be amended by written instrument approved and executed by the parties.

#### **ARTICLE VII**

This Agreement and the rights and obligations contained herein may not be assigned by the assigning party without the prior written approval of the non-assigning party.

#### **ARTICLE VIII**

Any terms or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other term or provision herein and such remaining terms and provisions shall remain in full force and effect.

**ARTICLE IX**

The parties hereby state that they have read the terms of this Agreement and hereby agree to the conditions contained herein.

**ARTICLE X**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

**ARTICLE XI**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3<sup>rd</sup>) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed below, or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial address of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City

Glenn Brown  
City Manager  
City of College Station  
1101 Texas Avenue  
College Station, TX 77840

Brazos County

Judge Randy Sims  
Brazos County Judge  
Brazos County Courthouse  
300 E. 26<sup>th</sup> Street  
Bryan, TX 77803

**ARTICLE XII**

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

**ARTICLE XIII**

The County hereby acknowledges and represents that it waived the notice requirements with respect to the June 22, 2006 public hearing held by the City in accordance with the provision of Section 311.003(e) of the Texas Tax Code.

**BRAZOS COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Randy Sims, County Judge

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Karen McQueen, County Clerk

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ron Silvia, Mayor

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

\_\_\_\_\_  
Glenn Brown, City Manager Date \_\_\_\_\_

\_\_\_\_\_  
Harvey Cargill, Jr. City Attorney Date \_\_\_\_\_

\_\_\_\_\_  
Jeff Kersten, Chief Financial Officer Date \_\_\_\_\_

**EXHIBIT A**

**Ordinance No. 2907**

**EXHIBIT B**

**College Station Tax Increment Finance  
Reinvestment Zone No. 16 Area**

**EXHIBIT C**

**Project Plan and Financing Plan**

ORDINANCE NO. 2907

AN ORDINANCE DESIGNATING THE NORTHGATE DISTRICT IN COLLEGE STATION, TEXAS, AS REINVESTMENT ZONE NO. 16, CITY OF COLLEGE STATION, TEXAS, ENUMERATING THE QUALIFYING CRITERIA, ADOPTING A PRELIMINARY DEVELOPMENT AND FINANCING PLAN, ESTABLISHING A BOARD OF DIRECTORS FOR SUCH ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FOR A SEVERABILITY CLAUSE AND AN OPEN MEETINGS CLAUSE.

WHEREAS, on November 4, 1997, the voters of the City of College Station passed a referendum authorizing the City of College Station to proceed with the construction of a conference center;

WHEREAS, on January 12, 2006, the College Station City Council directed staff to meet with designated representatives from Brazos County and the College Station Independent School District and this meeting took place to discuss the implementation of Reinvestment Zone No. 16;

WHEREAS, on January 13, 2006 the City of College Station sent notice to the governing bodies of the Brazos County taxing unit and of the College Station Independent School District of its intent to consider the implementation of a tax increment financing district and a reinvestment zone in the area of the Northgate District; and requested that the sixty (60) days notice requirement be waived;

WHEREAS, on January 24, 2006 the County Commissioners approved the request to waive the sixty (60) days notice requirement;

WHEREAS, on January 17, 2006 the College Station Independent School District Board of Trustees approved the request to waive the sixty (60) days notice requirement;

WHEREAS, on May 25, 2006, the City of College Station City Council requested the public hearing be held on June 22, 2006 to establish Reinvestment Zone No. 16;

WHEREAS, on June 6, 2006, City staff made a formal presentation to the Brazos County Commissioners Court and on January 17, 2006 City staff made a formal presentation to the College Station Independent School District concerning the reinvestment zone. The presentation included a description of the proposed boundaries of the zone, the tentative plans for the development or redevelopment of the zone, and an estimate of the general impact of the proposed zone on property values and tax revenues;

WHEREAS, on June 12th, 2006, notice of a public hearing to be held on June 22, 2006 was published in the Bryan-College Station Eagle, a copy of the notice is attached hereto as **Exhibit "A"**;

WHEREAS, a public hearing was held before the College Station City Council on the 22nd day of June, 2006, at 7:00 p.m. at the regular meeting of the Council;

WHEREAS, upon such public hearing being convened, there was presented proof and evidence that notice of such hearing had been published and had been mailed as described above;

WHEREAS, the City Council at such hearing invited any interested person to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory, which is described by boundary survey attached hereto as **Exhibit**

"**B**" and depicted in the diagram attached hereto as **Exhibit "C"**, should be included in such proposed reinvestment zone, the concept of tax increment financing;

WHEREAS, all owners of property located within the proposed reinvestment zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed reinvestment zone or the inclusion of their property in such reinvestment zone;

WHEREAS, the City staff presented the preliminary financing and development plans for the proposed reinvestment zone attached hereto as **Exhibit "D"**; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of the foregoing matters related to the creation of the reinvestment zone;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of College Station, Texas, that:

The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

II.

The City, after conducting such hearing and having heard such evidence and testimony and considering the preliminary project and financing plan, has made the following findings and determination based upon the evidence and testimony presented to it:

- A. That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted, and that notice of such hearing has been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone.
- B. That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed reinvestment zone pursuant to the TAX INCREMENT FINANCING ACT.
- C. That creation of the proposed zone with boundaries as described in **Exhibits "B"** and "**C**" will result in benefits to the City, its residents and property owners, and to the property, residents and property owners in the reinvestment zone.
- D. That the reinvestment zone as described in **Exhibit "B"** and "**C**" meets the criteria for the creation of a reinvestment zone as set forth in the TAX INCREMENT FINANCING ACT (V.T.C.A. TAX CODE §311.005 [VERNON 2002 AND VERNON SUPP. 2005]) in that:
  - (1) It is a contiguous geographic area located wholly within the corporate limits of the City.
  - (2) That the area is predominantly underproductive and underdeveloped and substantially impairs or arrests the sound growth of the municipality.
  - (3) That development of the area would not occur in the foreseeable future solely through private investment.
  - (4) The total appraised value of all taxable real property in the zone according to the most recent appraisal rolls of the City, together with the total appraised value of the taxable real property and all other taxing existing reinvestment zones within the City, according

to the most recent appraisal rolls of the City, does not exceed fifteen percent (15%) of the current total appraised value of the taxable real property in the City.

- (5) Improvements in the reinvestment zone will enhance significantly the value of all taxable real property in the reinvestment zone.
- (6) That a preliminary project plan and a financing plan have been developed and are attached hereto as **Exhibit "D"**. Such preliminary project and financing plans will be the basis for the master plan for the final financing and development plans for the reinvestment zone and shall assist the staff and board of directors in implementing a successful reinvestment zone.
- (7) In October through December, 2005 various property owners petitioned the City Council of College Station that the area described in **Exhibits "B"** and **"C"** be designated as a reinvestment zone. A copy of the petitions are attached hereto as **Exhibit "E"** and incorporated herein for all purposes. Such property owners represent more than fifty percent (50%) of the appraised value of the property in the proposed reinvestment zone. Therefore, Reinvestment Zone No. 16 is hereby established by owner petition pursuant to SECTION 311.005 (A) (5) OF THE TAX INCREMENT FINANCING ACT.
- (8) That the following Council Members were present and considered the ordinance on June 22, 2006.

Ron Silvia  
John Happ  
Ben White  
Ron Gay  
Lynn McIlhane  
Chris Scotti  
David Ruesink

That the City hereby creates a reinvestment zone over the area described by the boundary survey in **Exhibit "B"** attached hereto and such reinvestment zone shall be based on the preliminary project and financing plans. This zone shall hereafter be identified as Reinvestment Zone No. 16, City of College Station, Texas (the "Zone").

#### IV.

The Board of Directors for the Zone shall consist of nine (9) member directors. The City Council of the City of College Station shall appoint six (6) members who shall meet the eligibility requirements as set forth in the Act to serve on the Board of Directors. The Brazos County Commissioners Court shall each appoint one (1) member who shall meet the eligibility requirements as set forth in the Act to serve as a member of the Board of Directors. The member of the state Senate in whose district the zone is located or his designee is also a member of the board. The member of the state House of representatives in whose district the zone is located or his designee is also a member of the board. The Brazos County Commissioners Court member, the member of the state senate or his designee, the member of the state house of representatives or his designee, and three (3) members appointed by the City of College Station, shall serve an initial two (2) year term while the other three (3) appointed by the City of College Station shall serve initial one (1) year terms. All subsequent appointments will be made for two (2) staggered terms or until a successor director may be appointed thereafter. The City Council shall

designate one (1) member to serve as Chairman of the Board of Directors for the year ending December 31, 2007, and each year thereafter, and authorizes the Board to elect from its members a Vice-Chairman and other officers as it sees fit. The Board shall retain all powers provided it in the Act.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone and shall prepare and cause to be prepared and adopt a Project Plan based upon the preliminary Financing and Project Plans for the Zone and must submit such plans to the City Council for its review and approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement such Project Plan, subject to approval by the City Council, including the power to direct the staff and employ consultants to assist in the preparation of the Project Plan and in the issuance of certificates of obligations.

V.

That operation of the Zone shall commence immediately following the passage of this ordinance, and that termination of the operation of the Zone shall occur upon the collection of the levies of September, 2037 (due in FY 2037-2038), or at a time designated by subsequent ordinance or at such time subsequent to the issuance of certificates of obligation as all project costs and certificates of obligation, and the interest thereon, have been paid in full.

VI.

That the tax increment base for the Zone is the total appraised value of all taxable real property in the reinvestment zone as of January 1, 2006.

VII.

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into such sub-accounts as may be authorized by subsequent ordinances into which all tax increments are to be deposited. The Tax Increment Fund and any sub-accounts are to be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. The tax increments shall equal the amount of property taxes levied for a year on the captured and appraised value, that is, the amount by which the current appraised value of all taxable real property located in the Zone exceeds its tax increment base less any other funds which are to be allocated from the tax increments pursuant to the Act. All revenues from the sale of any tax increment finance bonds and notes hereafter issued by the City may be deposited into such fund or sub-account from which money will be disbursed to pay project costs for the Zone or to satisfy the claims of holders of tax increment bonds or notes issued for the Zone.

VIII.

That if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

IX.

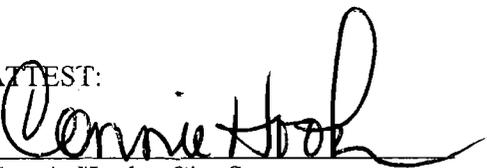
That it is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council of the City of College Station at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City of College Station for the time required by law preceding this meeting, as required by the Open Meetings Act, and that this meeting has been open to the public as required by law, at all times during which this ordinance and the subject matter hereon has been presented, discussed, considered and finally acted upon. The City Council of the City of College Station further ratifies, approves and confirms such written notice and the contents and posting thereof.

X.

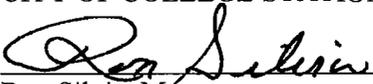
That the contents of the notice of public hearing, which hearing was held before the City Council of the City of College Station on June 22, 2006, and the publication of said notice, is hereby ratified, approved and confirmed.

PASSED, ADOPTED and APPROVED on this the 22<sup>nd</sup> day of June, 2006.

ATTEST:

  
\_\_\_\_\_  
Connie Hooks, City Secretary

CITY OF COLLEGE STATION

  
\_\_\_\_\_  
Ron Silvia, Mayor

APPROVED:



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

EXHIBIT "A"  
NOTICE OF PUBLIC HEARING

**LEGAL NOTICE**

**DATE TO BE PUBLISHED: June 12, 2006 ONLY**

**BILL TO:     ATTN: MR. JEFF KERSTEN  
               P.O. BOX 9960  
               COLLEGE STATION, TX 77842**

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**NOTICE OF PUBLIC HEARING**

The College Station City Council will hold a public hearing to consider an ordinance designating approximately 141 acres respectively in the J.E. Scott League, College Station, Brazos County, Texas; and generally known as the Northgate District bounded by Wellborn Road, University Drive, South College Avenue, and the northern city limits of College Station, as Reinvestment Zone Number Sixteen (16), City of College Station, Texas, for a Tax Increment Financing District as provided in the Tax Increment Financing Act. The purpose of this Zone is to promote redevelopment and to fund a publicly owned convention center and associated improvements. This public hearing will discuss the creation and purpose of the zone, its benefits to the municipality and other taxing entities, the boundaries of the zone, and other matters related thereto. At the hearing any interested person may speak for or against the creation of the zone, the inclusion of their property in the zone, its boundaries, purpose, or the concept of tax increment financing.

The hearing will be held in the City Council Chamber at College Station City Hall, located at 1101 Texas Avenue, College Station, Texas at 7:00 p.m. on Thursday, June 22, 2006.

Any request for sign interpretative services must be made 48 hours before the meeting. To make arrangements call (979) 764-3547 or (TDD) 1-800-735-2989.

For additional information, please call Jeff Kersten, Director of Budget and Finance, City of College Station Department of Economic Development, at (979) 764-3745.

EXHIBIT "B"  
METES AND BOUNDS

EXHIBIT "B"

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, Texas 77845  
(409) 690-3378

North Gate Tax Increment Finance District  
J.B. Scott League  
College Station, Texas  
August 26, 2005

All that certain tract or parcel of land lying and being situated in the J.B. Scott League in College Station, Brazos County, Texas, being all of the W.C. Boyett Subdivision according to plat of record in Volume 100, Page 440 of the Deed Records of Brazos County, Texas, all of the Tauber Addition according to plat of record in Volume 133, Page 182 of the Deed Records of Brazos County, Texas, all of the Second Revision of Oak Terrace Addition according to plat of record in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, all of The Ramparts addition according to plat of record in Volume 477, Page 145 of the Deed Records of Brazos County, Texas, all of that tract described in "Exhibit B", "Exhibit C" and "Exhibit D" in deed to John Cecil Culpepper III recorded in Volume 1190, Page 466 of the Official Records of Brazos County, Texas, that tract conveyed to Franchise Realty Interstate Corp. by deed recorded in Volume 318, Page 531 of the Deed Records of Brazos County, Texas, that tract conveyed to Don D. Dabbs by deed recorded in Volume 464, Page 395 of the Deed Records of Brazos County, Texas, that tract conveyed to MB Development Company by deed recorded in Volume 1302, Page 4 of the Official Records of Brazos County, Texas, that tract conveyed to Community Savings and Loan Association by deed recorded in Volume 198, Page 541 of the Deed Records of Brazos County, Texas, that tract conveyed to College Station State Bank by deed recorded in Volume 189, Page 403 of the Deed Records of Brazos County, Texas, and that tract conveyed to M.L. Cashion by deed recorded in Volume 202, Page 323 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the most westerly corner of the said W.C. Boyett Subdivision in the northeast line of Wellborn Road (FM 2154), which point is on the northwest city limits line of the City of College Station, Texas.

Thence N 43° 13' 29" E - 1373.36 feet along the northwest line of the W.C. Boyett Subdivision and the northwest city limits line of the City of College Station, at 248.70 feet pass a 1" iron bar in concrete found at the north end of First Street, to the most northerly corner of the said W.C. Boyett Subdivision;

Thence N 40° 47' 35" E - 546.89 feet continuing along the northwest city limits line of the City of College Station to a ½" iron rod found at the most northerly corner of the said Tauber Addition in the southwest line of Nagle Street;

Thence S 46° 05' 21" E - 59.79 feet along the southwest line of Nagle Street which is the line between the City of College Station and the City of Bryan, to an extension of the centerline of Inlow Boulevard;

Thence along the centerline of Inlow Boulevard, which is the line between the City of College Station and the City of Bryan, as follows:

N 36° 59' 20" E - 185.51 feet;

N 28° 06' 20" E - 672.34' feet;

N 20° 30' 05" E - 374.89 feet to the northeast line of the said Oak Terrace Addition which is the southwest right-of-way line of College Avenue (Highway 308);

Thence S 48° 01' 45" E - 2053.18 feet along the southwest line of College Avenue, at 1154.94' pass a 5/8" iron rod found at the most easterly corner of Oak Terrace Addition which is the most northerly corner of the said Culpepper 4.96 acre tract, to the northwest right-of-way line of University Drive (FM 60);

Thence along the northwest right-of-way line of University Drive as follows:

S 5° 05' 42" W - 100.00 feet;

S 17° 19' 29" E - 47.38 feet;

S 42° 13' 35" W - 1051.99 feet to the most southerly corner of Block 7 of the said Tauber Addition in the northeast line of Nagle Street;

S 24° 22' 05" W - 52.53 feet across Nagle Street;

S 41° 25' 18" W - 544.59 feet to the most easterly corner of the said W.C. Boyett Subdivision;

S 41° 45' 21" W - 801.80 feet;

N 43° 54' 14" W - 11.00 feet;

S 41° 45' 21" W - 381.06 feet;

S 51° 23' 21" W - 71.32 feet;

S 67° 29' 04" W - 37.68 feet to a concrete right-of-way monument found;

N 88° 59' 15" W - 189.54 feet to a concrete right-of-way monument found;

N 40° 33' 25" W - 18.92 feet to a concrete right-of-way monument found;

S 77° 01' 00" W - 50.36 feet to a concrete right-of-way monument found;

N 88° 34' 24" W - 178.31 feet to a 1/2" iron rod found beside a concrete right-of-way marker at the intersection of the University Drive north right-of-way and the northeast right-of-way line of Wellborn Road;

Thence N 40° 21' 34" W - 1587.92 feet along the northeast right-of-way line of Wellborn Road to the Point of Beginning and containing 141.94 acres of land more or less

Bearings are Texas State Plane, Central Zone, NAD-83 datum, as determined by GPS observations using City of College Station GPS monument no. 110 and USC&GS monument Texas A&M 1935 from a ground survey made in 1996.





Revised by  
City of Bryan  
from survey made in 1918.

### North Gate Tax Increment Financing District

J.E. Scott League  
College Station, Texas

Scale  
1" = 100'

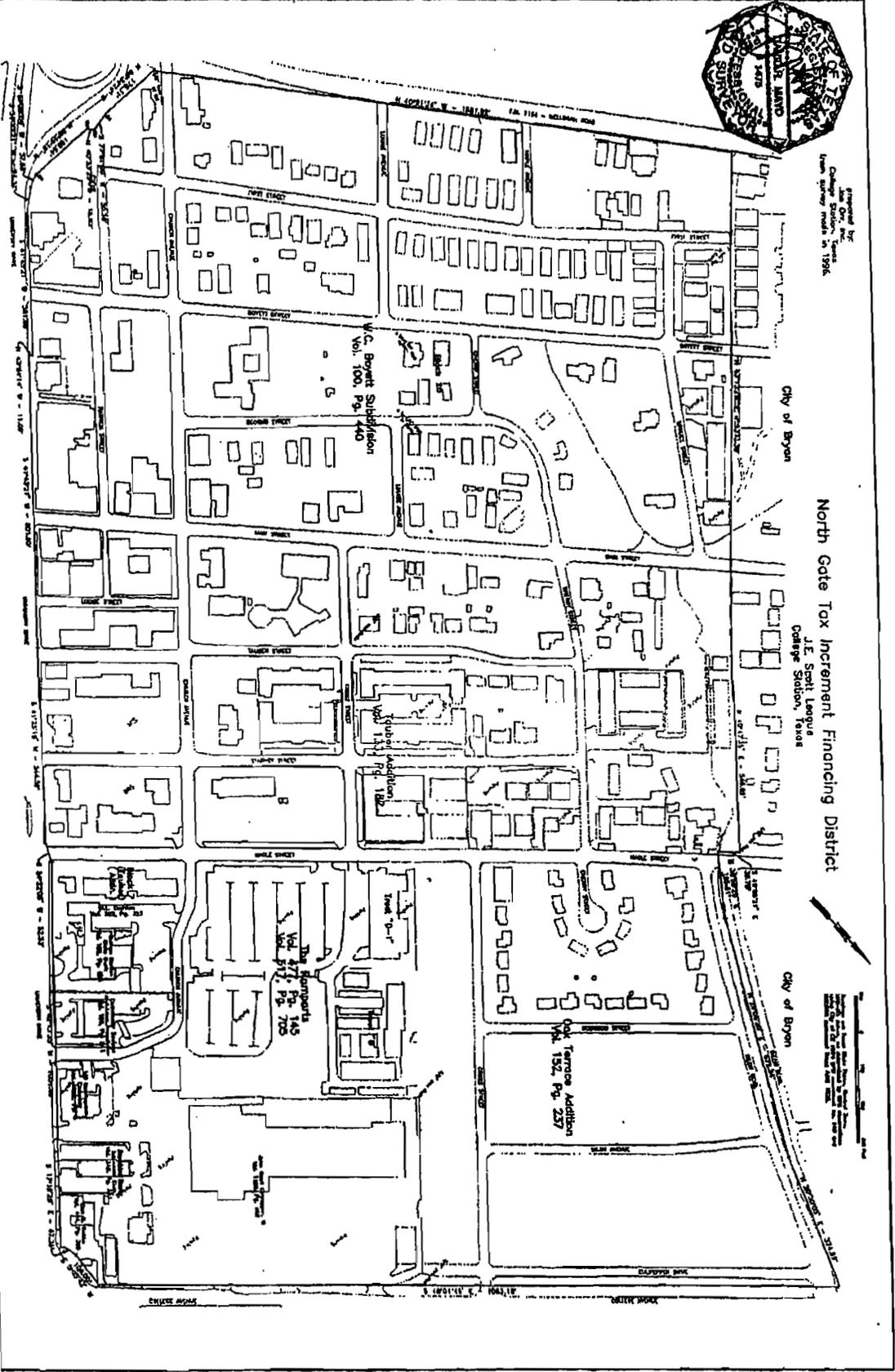


EXHIBIT "C"  
TIF BOUNDARY MAP

# Legend

-  City Limit
-  TIF Border

# TIF District Boundaries

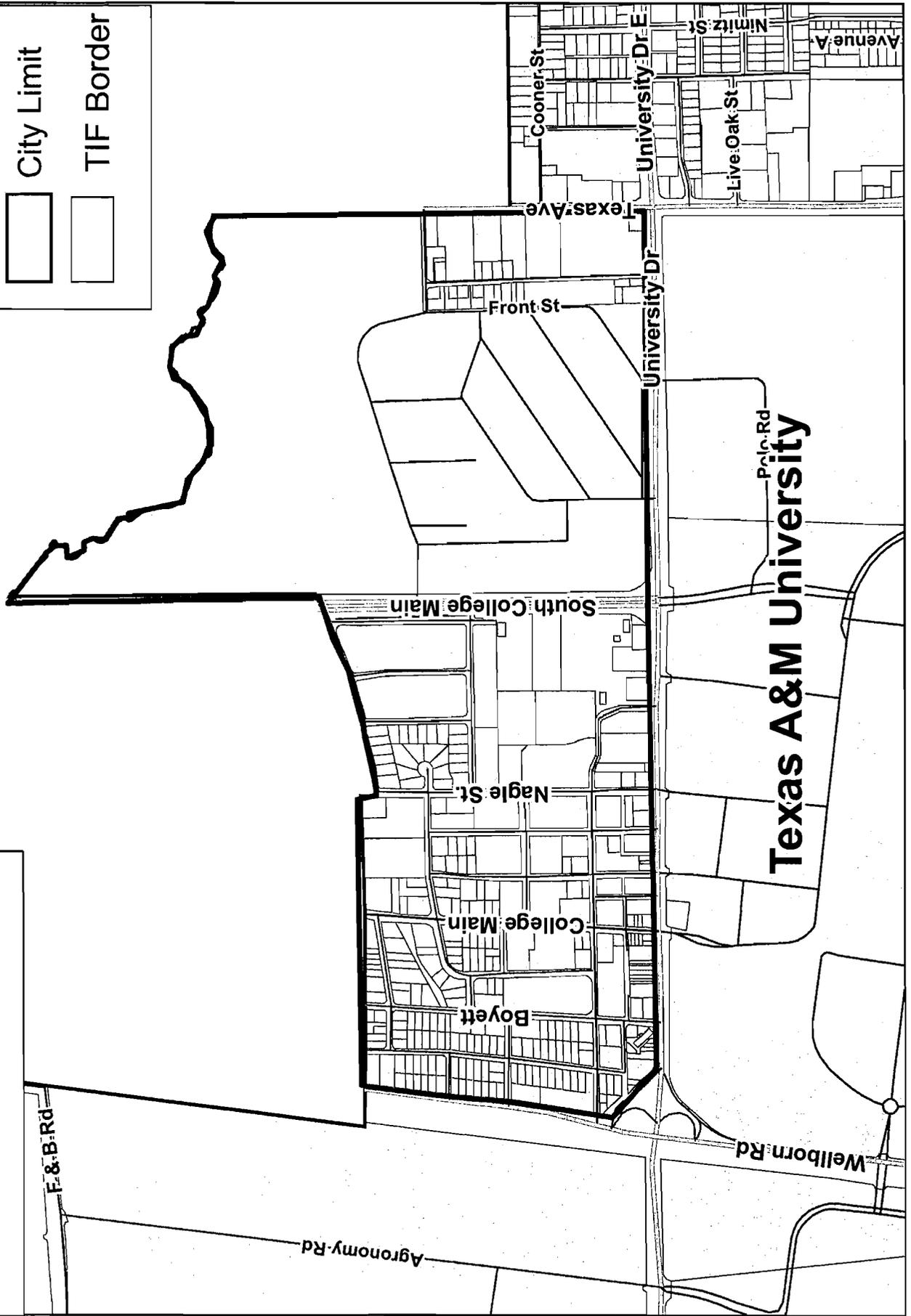


EXHIBIT "D"  
PROJECT AND FINANCIAL PLAN

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Attachment 2

**TAX INCREMENT  
REINVESTMENT  
ZONE #16**

**Northgate District**

**PRELIMINARY PROJECT PLAN**

**PRELIMINARY FINANCE PLAN**

**January 13, 2006**

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## Contents

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| <b>Section 1:</b> Project Description  | 5    |
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## Exhibits

|                   |   |
|-------------------|---|
| <b>Exhibit A:</b> | Real Property Tax Flow with Tax Increment Financing         |
| <b>Exhibit B:</b> | Northgate TIF Zone  |
| <b>Exhibit C:</b> | Existing Uses and Conditions                                |
| <b>Exhibit D:</b> | Proposed Improvements/ Anticipated Key Development Site Map |
| <b>Exhibit E:</b> | Convention Center Development Concept                       |
| <b>Exhibit F:</b> | Aerial of TIF Zone and Existing Conditions                  |

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## Schedules

- Schedule 1:** Certified 2005 Brazos Appraisal District Real Property Appraisals in the Proposed Northgate TIF Zone
- Schedule 2:** Estimated Annual Expenditures of TIF Project Cost Principal
- Schedule 3:** Anticipated Development in Northgate TIF Zone, 20 Years
- Schedule 4-City:** Estimated Annual Appraisals and City Real Property Tax from the TIF Zone
- Schedule 4-County:** Estimated Annual Appraisals and Brazos County Real Property Tax from the TIF Zone
- Schedule 4-ISD:** Estimated Annual Appraisals and College Station ISD Real Property Tax from the TIF Zone
- Schedule 5:** TIF Fund Sources and Uses of Cash (Debt Service Schedule)
- Schedule 6:** Estimated City Hotel Occupancy Tax
- Schedule 7:** Estimated Business Personal Property Tax from New Development in the TIF Zone
- Schedule 8:** Estimated Sales Tax from New Development in the TIF Zone
- Schedule 9-City:** Summary of Estimated City Taxes from Northgate TIF Zone, 30 Years
- Schedule 9-County:** Summary of Estimated County Taxes from Northgate TIF Zone, 30 Years
- Schedule 9-ISD:** Summary of Estimated School Taxes from Northgate TIF Zone, 30 Years

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**Disclaimer**

Neither this report nor its conclusion may be referred to or included in any product or part of any offering made in connection with private syndication of equity, sales of bonds, sales of securities or sale of participation interests to the public without express written consent of Stein Planning and Management.

This Preliminary Finance and Project Plan is subject to revision until final adoption by Ordinance by the City Council of the City of College Station.

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## **Section 1: Objectives: A Convention Center and Redevelopment of Northgate**

The proposed Northgate tax increment financing reinvestment zone is a tool to facilitate development of a convention center in the Northgate area of College Station. The convention center is a stimulus to development of hotels, retail stores and services, offices, condominiums and apartments in its vicinity. These new developments will add value and tax revenue to College Station, Brazos County and the College Station ISD. Northgate will become a more desirable neighborhood.

To accomplish these objectives, the City of College Station proposes designation of a tax increment reinvestment zone, subject to the Tax Increment Financing Act, Chapter 311 of the Texas Property Tax Code. The zone will be formed pursuant to a voluntary petition by property owners in accord with Tax Code Section 311.005(a)(5). The legal name of the zone is to be "Reinvestment Zone Number Sixteen (#16), City of College Station." In this plan document, the zone is referred to as the "Northgate TIF zone" or simply the "TIF zone."

### **Project Description**

The public improvements will include a convention center with the following:

- Approximately 43,000 s.f. of gross leasable area including a 12,750 s.f. grand ballroom, a 20,000 s.f. exhibit hall, a 5,500 s.f. junior ballroom, and 5,000 s.f. of divisible meeting space.
- Shared space and back of the house space including kitchen, employee areas, administrative offices, laundry room, housekeeping, mechanical room, lobby, outdoor reception area, employee area, restrooms, parking garage, site hardscape, site landscape, signage, and utilities.

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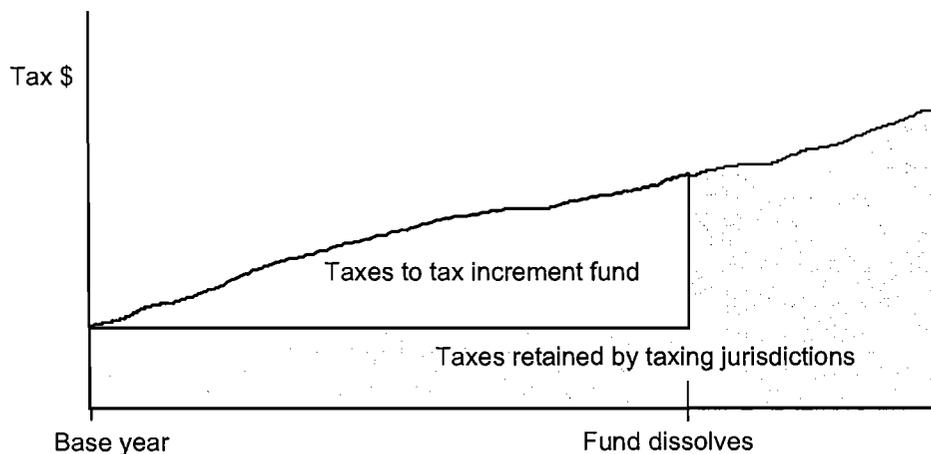
## Section 2: What is Tax Increment Financing?

College Station and Brazos County are not strangers to tax increment financing. Tax increment financing (“TIF”) is a tool local governments of Texas have used since 1986 to finance public improvements within defined areas that have unique challenges and opportunities for economic development. Municipal authority to designate a TIF zone comes from Chapter 311 of the Texas Property Tax Code.

A municipality makes public improvements in an area eligible for TIF by designating a reinvestment zone. Tax dollars generated by increased real property appraisals, new development and/or sales tax within the zone flow to a tax increment fund (“TIF fund”) for all or part of a term specified by the municipal governing body. Cash flow to the TIF fund is then disbursed according to a TIF project and financing plan approved by a TIF Board and the City Council, as prescribed by statute and the ordinance designating the TIF zone. With few exceptions, the TIF fund may be used only for public improvements within the TIF zone.

**Exhibit A** shows how tax from designated sources in a TIF zone flows to a taxing jurisdiction and to a TIF fund. **Exhibit A** assumes that tax generation in the zone increases soon after the TIF zone has been designated.

**Exhibit A:  
Real Property Tax Flow with Tax Increment Financing**



Inclusion of property in a TIF zone does not change any tax rate for the property. Tax rates in the zone are the same as tax rates outside the zone, given a common set of taxing jurisdictions.

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## Section 3: Reinvestment Zone Description

**Exhibit B** is a map of the Northgate TIF zone. The zone is immediately north of Texas A & M University's main campus in College Station. Boundaries are University Drive, Wellborn Road, the Bryan city limit and South College Avenue. Zone boundaries that follow public streets or highways shall be construed to include all such public rights-of-way.

There are 83.12 taxable acres in the proposed zone, excluding right-of-way. Including fully-exempt accounts, but not rights-of way, the zone contains 115.55 acres. The total acreage in the Zone 141.94 acres.

**Schedule 1** is an attempt to identify real property accounts within the proposed zone boundaries, according to current Brazos Appraisal District records isolated by Stein Planning and Management. Inclusion of property within the zone boundaries, not inclusion in **Schedule 1**, shall determine properties in the zone. The 2005 appraised value of taxable accounts in **Schedule 1** is \$70,815,864. After allowances for various exemptions or abatements, values of the real property accounts in the zone liable for taxation in 2005 are, according to the Brazos Appraisal District:

|                          |              |
|--------------------------|--------------|
| City of College Station: | \$70,701,743 |
| Brazos County:           | \$70,672,233 |
| College Station ISD:     | \$70,551,743 |

These values differ slightly because different taxing units may have different exemption policies and different tax abatements. These amounts liable for taxation are the bases for estimating 2006 "base values" of real property in the zone. Actual base values will be the values of real property on the certified tax roll for 2006 and liable for taxation by respective taxing units.

**Exhibit C** maps existing uses and conditions in the zone. The zone contains a mix of apartment, condominium, institutional, retail and residential uses and vacant land. **Exhibit F** provides an aerial map of the zone.

Much of the area is substantially deteriorated. The site of the planned hotel and convention center is currently a vacant lot and a deteriorated shopping center that contains significant vacant space. Most properties in the zone are also in deteriorated condition. Terrain in this area is generally flat. One regulatory floodplain exists in the area. Conditions in the zone substantially impair the sound growth of the city and retard the provision of housing and other development. The proposed zone thus meets this statutory test for designation of a reinvestment zone.

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## Section 4: Development with Tax Increment Financing

**Exhibit D** is a map locating key development sites anticipated in the zone within immediate years, given the stimulus of a tax increment financing program. Identity of these sites is not intended to preclude or discourage redevelopment at additional sites in the zone.

The public improvement to be accomplished with tax increment financing is the convention center on part of site 3, **Exhibit D**. This will be a facility with approximately 43,000 gross leasable square feet of floor area, conveniently accessible to a full-service hotel also to be built on site 3 and a second hotel to be built on site 4. A conceptual Site is shown in **Exhibit E**. The convention center is not expected to be a taxable property, but the adjacent hotels and other anticipated developments will be fully taxable.

**Schedule 2** is a cost estimate for the convention center. It allocates expenditures to years in which dollars are likely to be spent. The TIF fund is created to pay these project costs for convention center construction. Cost components will be detailed and adjusted after designation of the TIF zone, but total project costs before finance charges are expected to remain at approximately \$25,000,000.

The key development sites are quantified as to site size, estimated floor area, estimated appraised value and estimated completion year by **Schedule 3**. **Schedule 3** includes redevelopment in the Northgate zone at other sites not specifically identified on **Exhibit D**. Over a twenty-year period, **Schedule 3** anticipates 1,513,000 gross square feet of new floor area construction, an average of 75,650 square feet annually. If constructed and absorbed today, the new development would have an estimated appraisal value for tax purposes of \$141 million, including land. Net new appraisal value would be roughly \$130 million. Actual construction costs and sale prices will probably exceed appraisals.

The **Schedule 4** series (**4-City**, **4-County** and **4-ISD**) adds a time dimension to the appraisal assumptions of **Schedule 3**. These schedules estimate annual taxable real property values for the Northgate TIF zone through 2035. Each schedule also estimates annual "captured appraised values" (taxable appraised value growth since base year 2006) in the Northgate zone. Annual taxable appraisals and captured appraised values will be slightly different for each taxing unit because each taxing unit may have different policies for exemptions and tax abatements.

Each **Schedule 4** also estimates annual real property tax increments from the Northgate zone and annual reinvestments in the TIF fund. Note that the City of College Station reinvests tax increments generated by the Northgate zone for

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twenty-one years (fiscal year 2008 through fiscal year 2028). Brazos County is asked to reinvest the O&M (Operations and Maintenance) portion of its tax increments generated by the Northgate zone for twenty years (fiscal year 2009 through fiscal year 2028). The College Station ISD is not asked to participate in the TIF fund because the Texas formula for funding education treats reinvestments in TIF funds as local funds available for education, thereby reducing State aid for education, even though the investments in the TIF fund would not remain available to the ISD.

The improvements recommended in this plan are compatible with the uses reflected in the Comprehensive Plan for the City of College Station. The Comprehensive Plan was originally adopted in 1997. A subsequent area study, the "Northgate Redevelopment Implementation Plan," called for an "east-end anchor" for Northgate near the site identified for the full-service hotel and convention center. The plan also called for dense mixed-use development. The plan was reviewed and approved by the College Station City Council in 2003.

No zoning changes are necessary for implementation of **Schedule 3** development. Existing zoning calls for dense mixed-use development. The planning and zoning concept for Northgate includes office, commercial, retail, restaurant and multi-family uses, both condominium and rental.

No residents will be displaced by the convention center or related hotels in Northgate. If and when any residents are required to relocate due to private development in Northgate, the landowner or developer will be responsible for due respect of the rights of tenants.

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## Section 5: Paying for Public Improvements in the Zone

College Station proposes four streams of revenue to ultimately pay for the convention center at Northgate:

- (1) Real property tax increments from the City;
- (2) Real property tax increments from the County;
- (3) Cash contributions from the City;
- (4) Hotel occupancy tax from hotels in the Northgate zone and parts of the hotel occupancy tax from outside the zone.

Each of these cash sources is represented by a separate line on **Schedule 5**, "TIF Fund Sources and Uses of Cash (Debt Service Schedule)."

No City or County property taxes on the value of the Northgate zone for 2006 are ever directed to the TIF fund. Real property taxes *related to added value* pay for the convention center.

The **Schedule 5** City tax increments are imported from **Schedule 4-City**, which assumes City participation with 100% of real property tax increments from Northgate for twenty-one specified years. Brazos County tax increments are imported from **Schedule 4-County**. County participation is assumed with 100% of only the O&M (operations and maintenance) part of the County tax rate for a term of twenty specified years. Tax rates for the City and County are subject to change and the contributions pledged by the City and County to the Fund shall change as the tax rates change; however, the City shall always commit 100% of its tax rate and the County shall always commit 100% of its O&M tax rate.

Cash contributions from the City are identified in **Schedule 5**. These contributions are separate from the real property tax increments. The principal amount of these contributions may be recovered by the City after all other financial obligations of the TIF fund have been satisfied. Recovery shall be subordinate to all other debt service payments.

Hotel occupancy tax for convention center construction is primarily the incremental hotel tax generated by new hotels in the Northgate TIF zone. These amounts are estimated in **Schedule 6**. Hotel occupancy tax for convention center construction shall also include hotel occupancy tax from outside the zone that is due to increased room sales stimulated by the convention center. These figures shall be the fixed annual dollar amounts from **Schedule 6**, estimated for College Station by a previous and independent study. A third stream of hotel occupancy tax for convention center construction shall be the payments from **Schedule 5** in FY 2008-2009 and FY 2009-2010 from the balance of hotel occupancy tax revenue.

---

If cash contributions from the City or hotel occupancy tax revenue may not be blended with cash in the TIF fund for any reason, cash from these sources may be held in separate funds until applied to payments for the convention center. For simplicity, this plan treats all cash to pay for the convention center as flowing to and from the Northgate TIF fund.

The convention center may experience annual operating cost deficits. In 1997, Coopers and Lybrand conducted a feasibility analysis for the marketability of a convention center in this area. The conclusion indicated a market for a multi-purpose meeting facility. This original analysis estimated that the facility would carry an operating deficit of approximately \$57,000 in year one decreasing to \$37,000 by year five. In March 2000, PriceWaterhouseCoopers updated the feasibility analysis. The PWC review and findings indicated, "We have no reason to believe that the estimates of financial operations would vary materially from the estimates presented in the 1997 report." The City retained C. H. Johnson and Associates to perform an additional feasibility and operational evaluation. Johnson concluded that the initial year's operating deficit would be \$413,000, year 2 deficit would be \$352,000, and subsequent annual deficits would level out at around \$220,000. Any potential annual operating deficits of the convention center should be covered by existing revenue from hotel occupancy tax in College Station, currently expected to be \$1,000,000 to \$1,300,000 annually. Total hotel occupancy tax revenue is likely to be sufficient to cover potential operating deficits and the **Schedule 5** anticipated payments for convention center construction in FY 2008-2009 and FY 2009-2010.

Cash flow to the TIF fund depends on early construction of the convention center itself to stimulate development and tax generation. Consequently, the City will issue certificates of obligation, borrowing money at a municipal interest rate in exchange for a debt to be repaid by the TIF fund, including all identified sources from **Schedule 5**.

In the event cash flow to the TIF fund is insufficient to make timely debt service payments, hotel occupancy tax and the City general fund will serve as back-up cash sources for certificate debt service, in that order. Unscheduled payments by the City general fund and hotel occupancy tax fund shall be reimbursed by the TIF fund as early as possible and shall be senior to all other obligations of the TIF fund except scheduled payments for debt service on certificates of obligation.

**Schedule 5** shows proceeds of \$25,000,000 from the issue of municipal certificates in FY 2006-2007. Proceeds will be invested until drawn for hard and soft costs of convention center site acquisition and construction or to pay debt service on related certificates of obligation.

This plan anticipates that the reinvestment zone will be designated by the City Council in calendar year 2006, thus making appraised values as of January 1, 2006 the base values for the zone. (Base values may differ slightly for each taxing unit.) The term of the TIF zone and TIF fund will end with collection of the levies of September, 2036 (due in FY 2036-2037). That term may be ended at

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an earlier date, at the discretion of the City Council, if all TIF fund obligations have been satisfied by such earlier date. Note that although the term of the zone is thirty years, commitments of City tax increments are for only twenty-one specified years; County tax increments for twenty specified years.

The tax increment fund may have a residual balance of cash after all its financial obligations have been met. A residual cash balance is indicated in FY 2027-2028 in **Schedule 5**. Any residual balance after all TIF fund financial obligations have been fully satisfied will be refunded to participating taxing jurisdictions on a pro rata basis.

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## Section 6: Revenue Benefits for Taxing Units

All real property tax revenue on the 2006 base value of the Northgate zone, all business personal property tax (including growth increments) and all local sales tax (including growth increments) will be earned and retained for normal uses by the City and Brazos County. Real property taxes on value added since 2006 will flow to general funds after FY 2026-2027. **Schedule 7** estimates annual business personal property taxes from Northgate. **Schedule 8** estimates City and County sales taxes from Northgate. Although 2005 legislation permits sales tax increments to flow to a TIF zone, this plan does not propose any sales tax for the TIF zone. Municipal hotel tax generated by hotels in the zone and other hotel occupancy tax will become available for purposes other than convention center construction after FY 2026-2027.

The final schedules in this plan (**Schedules 9-City, 9-County** and **9-ISD**) summarize and compare estimated annual taxes from the Northgate TIF zone that respective taxing units will reinvest in the TIF fund and retain for other uses over the analysis period of thirty years. Tax revenues from Northgate and taxes retained from Northgate for general purposes will never drop below 2006 levels unless appraised values and sales drop below 2006 levels. The estimated taxes retained for general uses exceed the reinvestments of estimated new taxes in the convention center in every year.

Redevelopment of Northgate will bring qualitative benefits of a new, revitalized mixed-use neighborhood according to the City's comprehensive plan. It will also bring jobs during and after the construction phases.

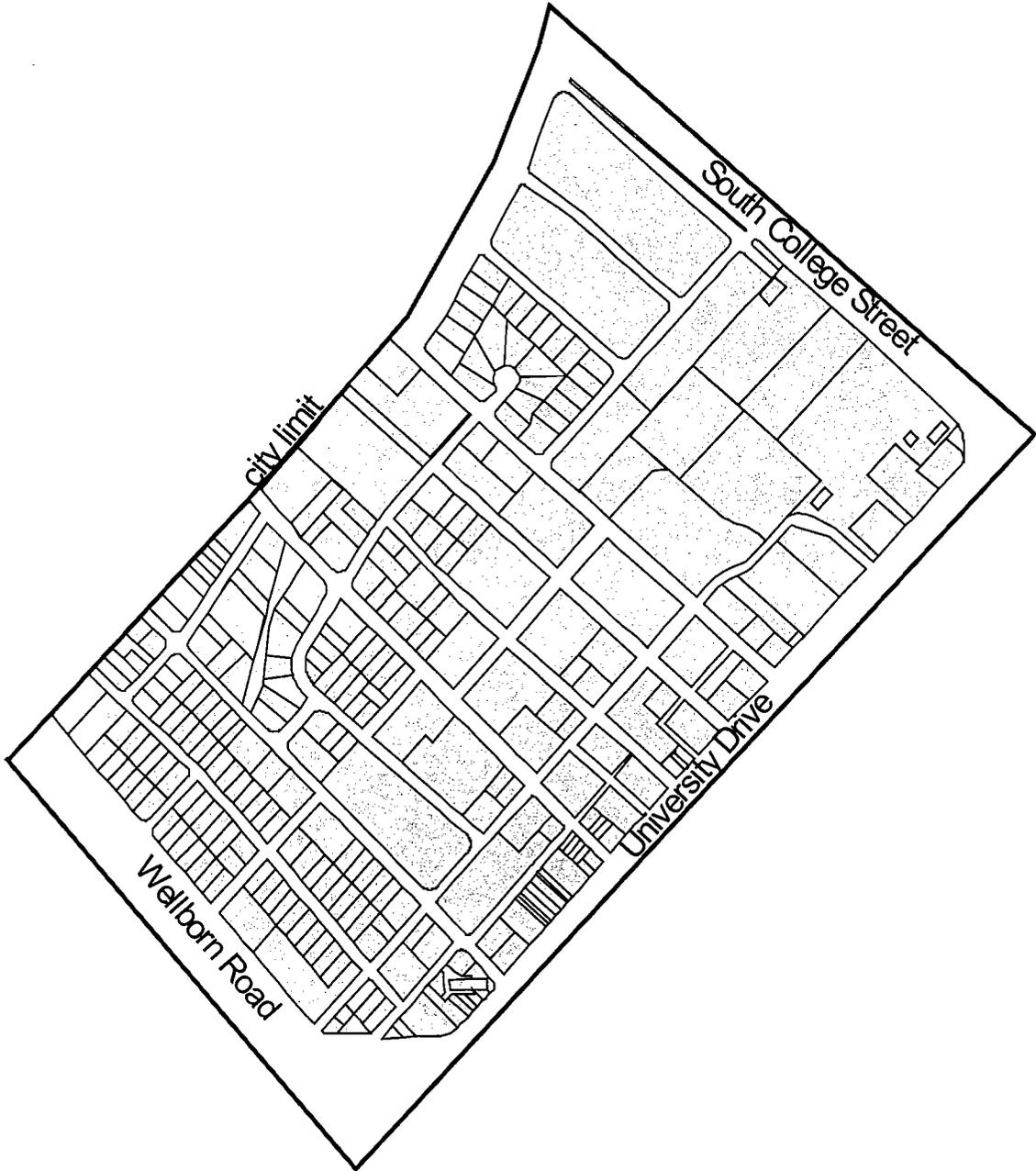
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**Exhibit A**

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**Exhibit B**

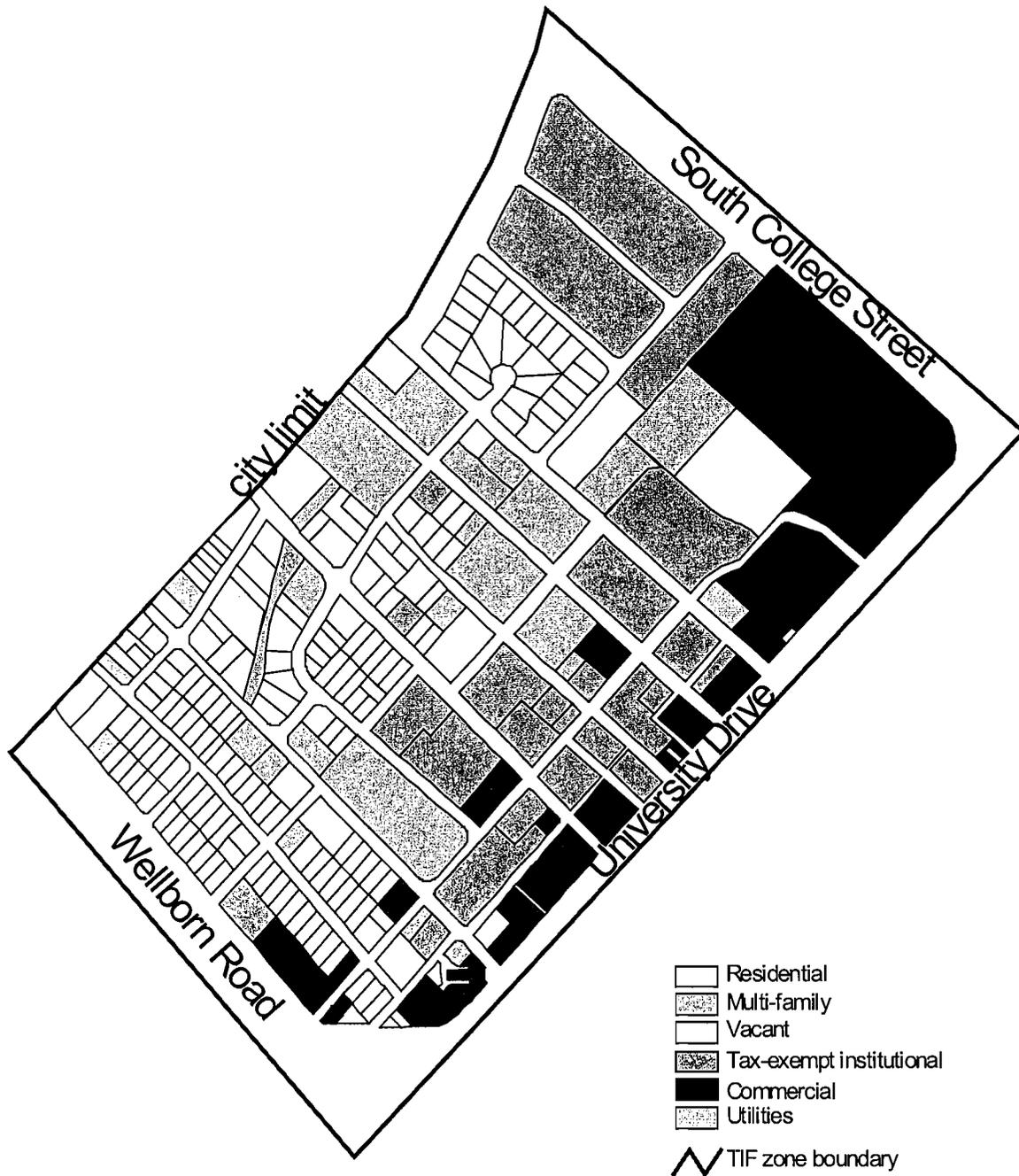
**Exhibit B:  
Northgate TIF Zone**



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**Exhibit C**

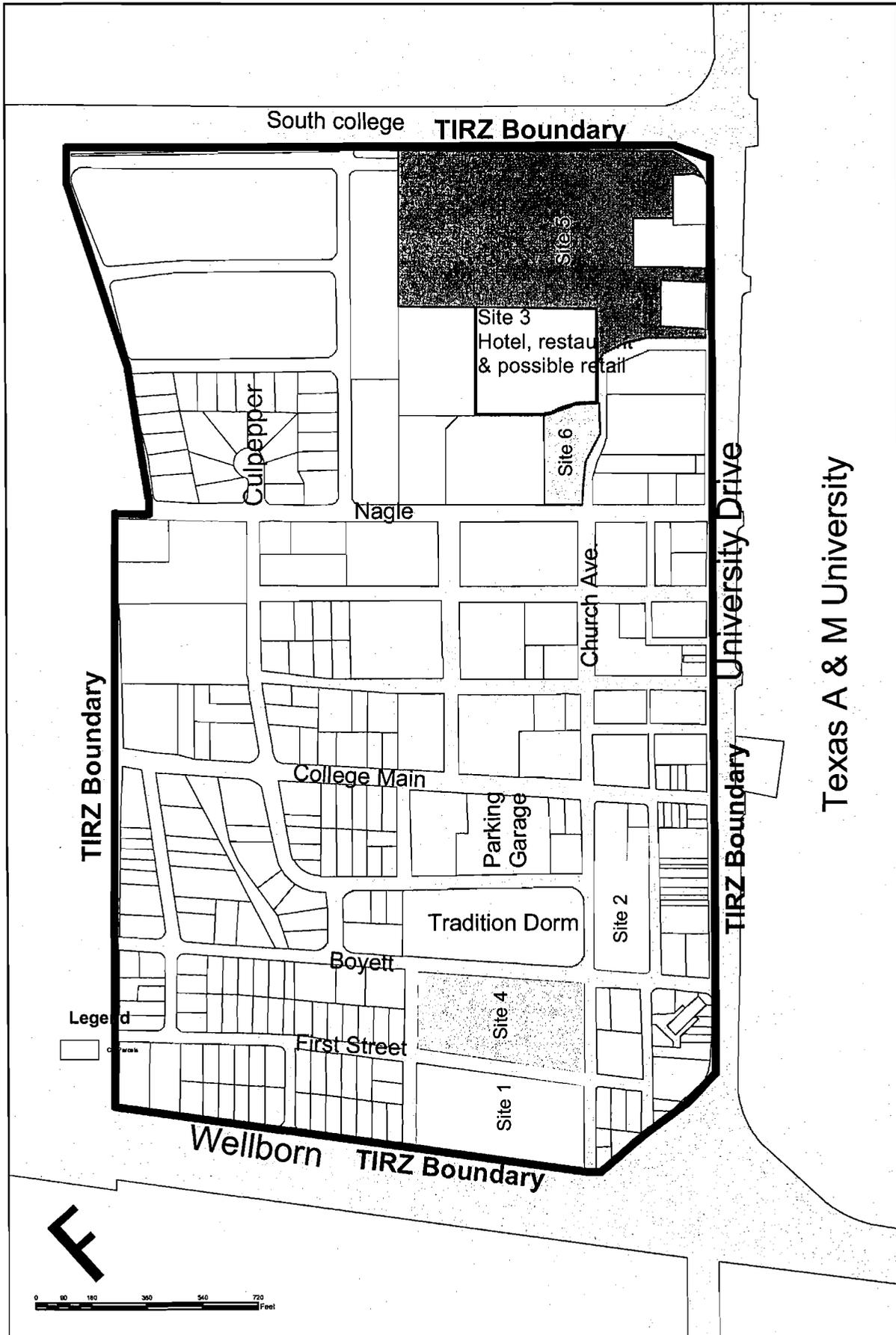
Exhibit C:  
Existing Uses and Conditions



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**Exhibit D**

# Exhibit D: Anticipated Development Map

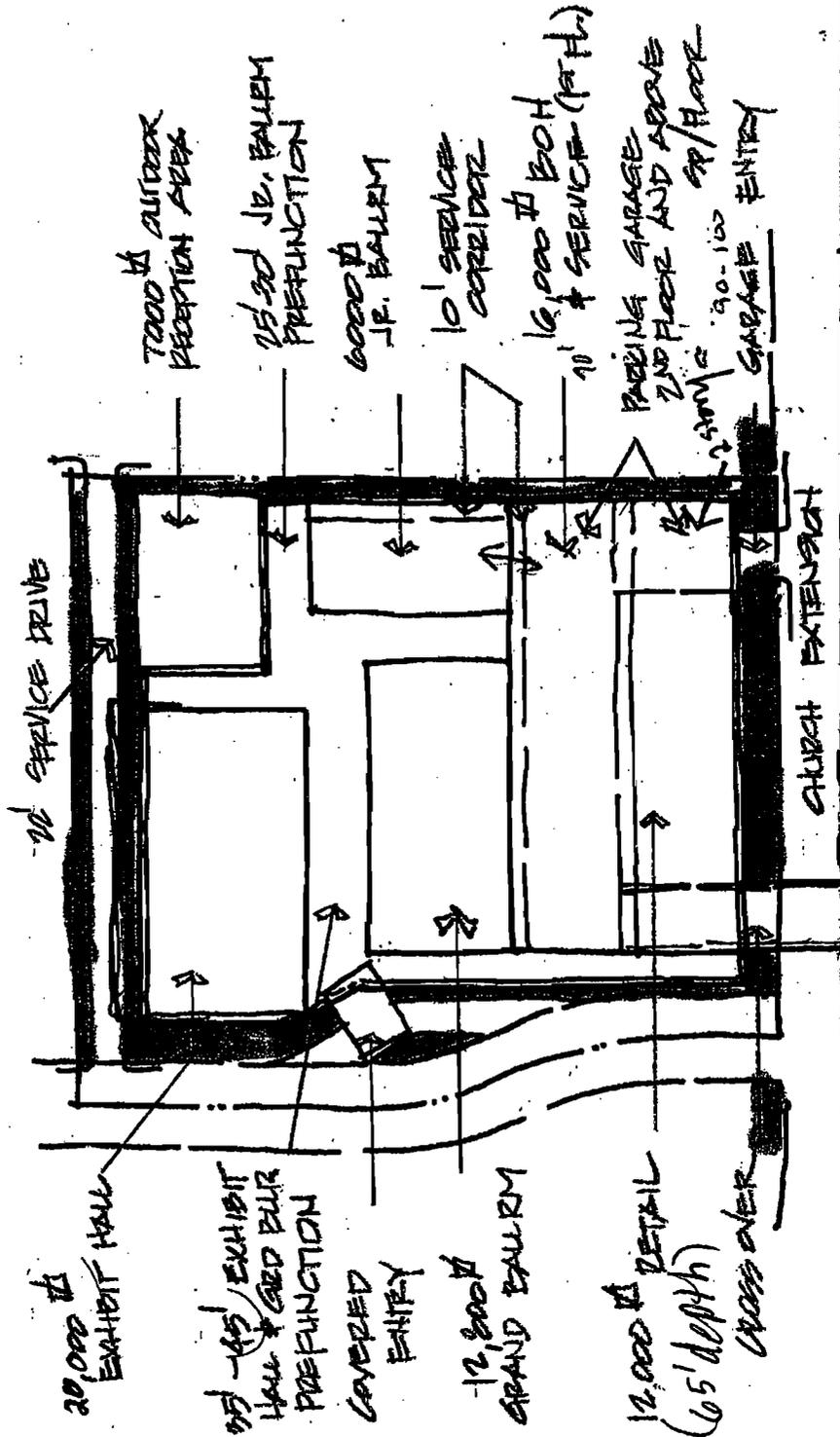


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**Exhibit E:**  
**Convention Center Development Concept**

# CALVEGE STATION HOTEL & CONVENTION COMPLEX

JANUARY 16, 2000







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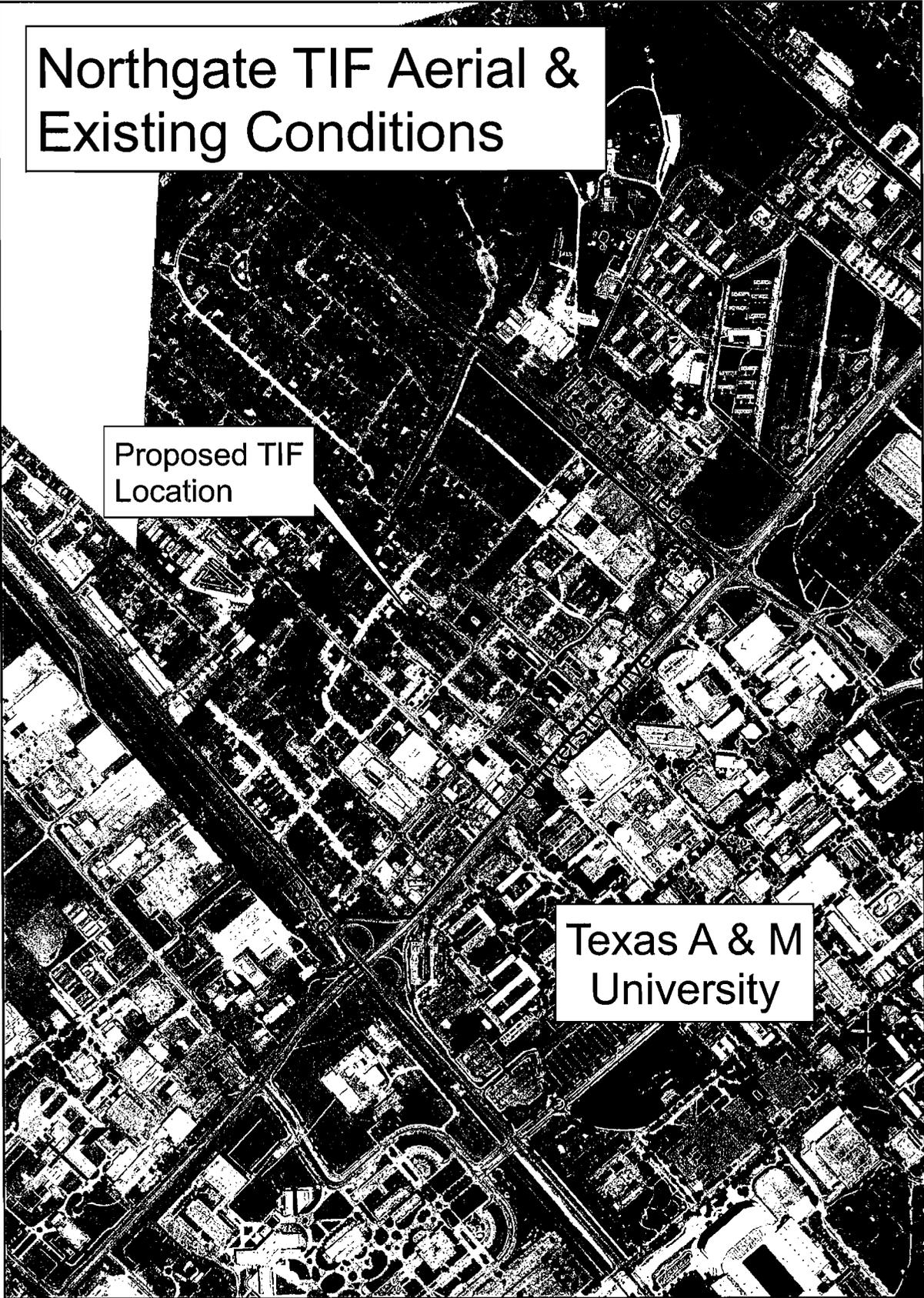
**Exhibit F:**  
**Site Plan for Early Development Project in Northgate**

# Exhibit F

## Northgate TIF Aerial & Existing Conditions

Proposed TIF Location

Texas A & M University





**Schedule 1:**  
**Certified 2005 Brazos Appraisal District Real Property Appraisals**  
**in the Proposed Northgate TIF Zone**

Accounts are arranged by ID number, taxable sites first.. Some sites are grouped according to possible redevelopment sites.

| Property ID | Record Owner                      | Land        | Improvements    | Total       | Land SF | Land/LSF | Impr. SF | Impr./LSF |
|-------------|-----------------------------------|-------------|-----------------|-------------|---------|----------|----------|-----------|
| R18594      | COLLEGE STATION, CITY OF          | \$464,400   | \$110,080       | \$574,480   | 54,000  | \$8.60   | 5,062    | \$22      |
| R18595      | SZABUNIEWICZ, CHARLES H           | \$52,500    |                 | \$52,500    | 6,750   | \$7.78   |          |           |
| R18596      | SZABUNIEWICZ, MICHAEL             | \$54,000    | \$150           | \$54,150    | 6,750   | \$8.00   |          |           |
| R18597      | SZABUNIEWICZ, IZABELLA M          | \$54,000    | \$190           | \$54,190    | 6,750   | \$8.00   |          |           |
| R18598      | DP UNLIMITED INC                  | \$54,000    |                 | \$54,000    | 6,750   | \$8.00   |          |           |
| R18599      | GOSS, JAY B & CATHY E             | \$54,000    | \$630           | \$54,630    | 6,750   | \$8.00   |          |           |
| R18600      | SOBHANI, DAVID & MITRA            | \$54,000    | \$4,480         | \$58,480    | 6,750   | \$8.00   |          |           |
| R18601      | SOBHANI, DAVID & MITRA            | \$54,000    | \$4,480         | \$58,480    | 6,750   | \$8.00   |          |           |
| R18602      | SOBHANI, DAVID & MITRA            | \$54,000    |                 | \$54,000    | 6,750   | \$8.00   |          |           |
| R18603      | BIG DOG TRUST                     | \$54,000    |                 | \$54,000    | 6,750   | \$8.00   |          |           |
| R18604      | GALLEGOS, ADALBERTO M             | \$54,000    | \$3,450         | \$57,450    | 6,750   | \$8.00   |          |           |
| R85400      | City of College Station           |             | exempt for 2005 |             | 27,000  |          |          |           |
| Site 1      |                                   | \$1,002,900 | \$123,460       | \$1,126,360 | 148,500 |          |          |           |
| R38611      | CULPEPPER FAMILY L.P.             | \$1,328,140 |                 | \$1,328,140 | 132,814 | \$10.00  |          |           |
| Site 3      |                                   | \$1,328,140 | \$0             | \$1,328,140 | 132,814 |          |          |           |
| R18606      | BENNING, RICHARD B                | \$65,070    | \$1,400         | \$66,470    | 8,134   | \$8.00   |          |           |
| R18607      | THOMAS, GLENN D                   | \$40,850    | \$2,040         | \$42,890    | 5,106   | \$8.00   |          |           |
| R18608      | BENNING, RICHARD B                | \$57,360    | \$3,290         | \$60,650    | 7,170   | \$8.00   |          |           |
| R18609      | BENNING, RICHARD B                | \$56,560    | \$3,190         | \$59,750    | 6,970   | \$8.11   |          |           |
| R18610      | SZABUNIEWICZ, IZABELLA M          | \$55,760    | \$360           | \$56,120    | 6,950   | \$8.02   |          |           |
| R18611      | SZABUNIEWICZ, CHARLES H           | \$54,960    | \$330           | \$55,290    | 6,870   | \$8.00   |          |           |
| R18612      | SZABUNIEWICZ, CHARLES H           | \$54,160    | \$410           | \$54,570    | 6,770   | \$8.00   |          |           |
| R18613      | VESSALI, PARVIZ & CHANTAL         | \$53,360    | \$31,150        | \$84,510    | 6,670   | \$8.00   | 3,420    | \$9       |
| R18614      | VESSALI, PARVIZ & CHANTAL         | \$78,540    | \$3,000         | \$81,540    | 9,818   | \$8.00   |          |           |
| R18615      | VESSALI, PARVIZ & CHANTAL         | \$77,340    | \$75,600        | \$152,940   | 9,668   | \$8.00   | 5,000    | \$15      |
| R18616      | VIGILANT ENTERPRISES LLC          | \$210,240   | \$9,020         | \$219,260   | 26,280  | \$8.00   |          |           |
| R18617      | SAHARA REALTY GROUP LTD           | \$54,160    |                 | \$54,160    | 6,770   | \$8.00   |          |           |
| R18618      | SAHARA REALTY GROUP LTD           | \$54,960    |                 | \$54,960    | 6,870   | \$8.00   |          |           |
| R18619      | NELSON RENTALS INC                | \$55,760    | \$2,410         | \$58,170    | 6,970   | \$8.00   |          |           |
| R18620      | BIG DOG TRUST                     | \$56,560    |                 | \$56,560    | 7,070   | \$8.00   |          |           |
| R18621      | MITCHELL, NORMA SUE BOYETT        | \$56,960    | \$37,620        | \$94,580    | 7,170   | \$7.94   | 3,640    | \$10      |
| R18622      | DIXIE CHICKEN INC                 | \$160,490   | \$287,560       | \$448,050   | 14,590  | \$11.00  | 2,915    | \$99      |
| Site 5      |                                   | \$1,243,090 | \$457,380       | \$1,700,470 | 149,846 |          |          |           |
| R13576      | CULPEPPER, JOHN C, III            | \$132,420   | \$59,200        | \$191,620   | 13,939  | \$9.50   | 6,390    | \$9       |
| R13578      | CULPEPPER FAMILY L.P.             | \$53,870    | \$21,530        | \$75,400    | 5,670   | \$9.50   | 425      | \$51      |
| R13579      | CULPEPPER FAMILY L.P.             | \$873,150   | \$102,260       | \$975,410   | 91,911  | \$9.50   | 22,500   | \$5       |
| R13580      | CULPEPPER FAMILY L.P.             | \$1,121,450 | \$113,030       | \$1,234,480 | 119,047 | \$9.42   | 26,548   | \$4       |
| R13581      | CULPEPPER, JOHN C, III            | \$1,972,390 | \$134,560       | \$2,106,950 | 207,620 | \$9.50   | 49,032   | \$3       |
| R13588      | CULPEPPER, JOHN C, III            | \$138,160   | \$69,970        | \$208,130   | 14,543  | \$9.50   | 2,785    | \$25      |
| R13589      | CULPEPPER, JOHN C, III            | \$138,160   | \$21,530        | \$159,690   | 14,543  | \$9.50   | 2,900    | \$7       |
| R13591      | CULPEPPER FAMILY L.P.             | \$32,120    | \$43,750        | \$75,870    | 3,386   | \$9.49   | 284      | \$166     |
| Site 6      |                                   | \$4,461,720 | \$565,830       | \$5,027,550 | 470,659 |          |          |           |
| R13582      | CITICORP NORTH AMERICA INC        | \$209,520   | \$144,440       | \$353,960   | 16,117  | \$13.00  | 4,479    | \$32      |
| R13583      | FIRST AMERICAN BANK SSB           | \$16,990    |                 | \$16,990    | 1,307   | \$13.00  |          |           |
| R13584      | FIRST AMERICAN BANK SSB           | \$822,810   | \$899,730       | \$1,722,540 | 63,293  | \$13.00  | 12,864   | \$70      |
| R13585      | GUARANTY FEDERAL BANK FSB         | \$644,430   | \$330,570       | \$975,000   | 42,962  | \$15.00  | 3,001    | \$110     |
| R13586      | AUSTACO II REAL ESTATE            | \$404,550   | \$300,580       | \$705,130   | 22,475  | \$18.00  | 3,200    | \$94      |
| R13587      | MCDONALD'S CORP (420109)          | \$694,440   | \$570,130       | \$1,264,570 | 38,580  | \$18.00  | 4,708    | \$121     |
| R13590      | KALLISON RANCH OF VIRGINIA LIMITI | \$337,640   | \$276,575       | \$614,215   | 18,480  | \$18.27  | 1,850    | \$150     |
| R18481      | LOUPOT'S TOO L.P.                 | \$60,750    | \$246,650       | \$307,400   | 4,050   | \$15.00  | 7,344    | \$34      |
| R18482      | CJB PROPERTIES INC                | \$33,750    | \$155,830       | \$189,580   | 2,250   | \$15.00  | 3,536    | \$44      |
| R18483      | MITCHELL, WILLIAM TURNER & RALPI  | \$25,040    | \$55,700        | \$80,740    | 2,087   | \$12.00  | 1,775    | \$31      |
| R18484      | MITCHELL, WILLIAM T & R HOWARD    | \$25,040    | \$63,780        | \$88,820    | 2,087   | \$12.00  | 2,100    | \$30      |
| R18485      | MITCHELL, WILLIAM TURNER & RALPI  | \$25,040    | \$59,550        | \$84,590    | 2,087   | \$12.00  | 1,775    | \$34      |
| R18486      | RANEY, JOHN N & ELIZABETH H       | \$25,040    | \$96,590        | \$121,630   | 2,087   | \$12.00  | 3,550    | \$27      |
| R18487      | VANCE, LOUISE B                   | \$219,880   | \$324,080       | \$543,960   | 16,914  | \$13.00  | 7,788    | \$42      |
| R18488      | VANCE, LOUISE B                   | \$22,090    | \$57,560        | \$79,650    | 1,841   | \$12.00  | 1,430    | \$40      |
| R18489      | MITCHELL, NORMA SUE BOYETT        | \$32,200    | \$75,760        | \$107,960   | 4,025   | \$8.00   | 2,046    | \$37      |
| R18490      | BOYETT, DEBRA L                   | \$71,760    | \$110,790       | \$182,550   | 5,520   | \$13.00  | 3,675    | \$30      |

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| Property ID | Record Owner                    | Land        | Improvements | Total        | Land SF | Land/LSF | Impr. SF | Impr./ISF |
|-------------|---------------------------------|-------------|--------------|--------------|---------|----------|----------|-----------|
| R18491      | BOYETT, WILLIAM C, Sr.          | \$54,600    | \$97,460     | \$152,060    | 4,200   | \$13.00  | 3,264    | \$30      |
| R18492      | BOYETT, WILLIAM C, Sr.          | \$59,150    | \$101,570    | \$160,720    | 4,550   | \$13.00  | 3,380    | \$30      |
| R18493      | DP UNLIMITED INC                | \$17,440    |              | \$17,440     | 2,180   | \$8.00   |          |           |
| R18494      | LINDLEY, DORIS JEAN             | \$17,490    | \$36,100     | \$53,590     | 2,186   | \$8.00   | 1,300    | \$28      |
| R18495      | BOYETT, BANKSTON PARTNERSHIP    | \$227,500   | \$357,930    | \$585,430    | 17,500  | \$13.00  | 6,626    | \$54      |
| R18496      | RIG RUNNER'S INC                | \$156,610   | \$226,260    | \$382,870    | 10,454  | \$14.98  | 2,632    | \$86      |
| R18497      | RIG RUNNER'S INC                | \$176,180   |              | \$176,180    | 11,745  | \$15.00  |          |           |
| R18505      | BWB2 LP                         | \$67,080    | \$303,580    | \$370,660    | 5,590   | \$12.00  | 3,150    | \$96      |
| R18515      | SHELTON FAMILY PARTNERSHIP LTD  | \$101,810   | \$383,490    | \$485,300    | 6,787   | \$15.00  | 7,700    | \$50      |
| R18516      | HORNAK, BRUCE DOUGLAS           | \$30,600    | \$120,170    | \$150,770    | 2,550   | \$12.00  | 1,590    | \$76      |
| R18517      | HOLICK, JOHNNIE                 | \$19,200    | \$95,860     | \$115,060    | 1,600   | \$12.00  | 2,920    | \$33      |
| R18518      | NICHOLS, JOE W MARITAL TRUST    | \$52,200    | \$131,590    | \$183,790    | 4,350   | \$12.00  | 3,834    | \$34      |
| R18519      | 400 UNIVERSITY DRIVE, LLC       | \$268,500   | \$410,050    | \$678,550    | 17,900  | \$15.00  | 7,238    | \$57      |
| R18526      | CROSS STREET I L.P.             | \$447,000   | \$2,811,130  | \$3,258,130  | 37,250  | \$12.00  | 66,804   | \$42      |
| R18528      | WESTERHEIM, DANIEL              | \$49,000    | \$5,510      | \$54,510     | 6,125   | \$8.00   |          |           |
| R18529      | BIG DOG TRUST                   | \$47,000    |              | \$47,000     | 5,875   | \$8.00   |          |           |
| R18532      | PARULIAN, OSCAR & SWANY W       | \$49,200    | \$2,540      | \$51,740     | 6,150   | \$8.00   |          |           |
| R18533      | NELSON, HOWARD C                | \$101,200   | \$3,040      | \$104,240    | 12,650  | \$8.00   |          |           |
| R18534      | MIZE, DALE E & KAREN H          | \$46,000    | \$1,670      | \$47,670     | 5,750   | \$8.00   |          |           |
| R18535      | COOLEY, BILL J & FRANCES        | \$92,000    | \$76,890     | \$168,890    | 11,500  | \$8.00   | 3,360    | \$23      |
| R18539      | PITNER, H M                     | \$39,600    | \$2,720      | \$42,320     | 4,950   | \$8.00   |          |           |
| R18540      | PITNER, H M                     | \$39,600    | \$2,720      | \$42,320     | 4,950   | \$8.00   |          |           |
| R18541      | PITNER, H M                     | \$37,600    | \$2,720      | \$40,320     | 4,700   | \$8.00   |          |           |
| R18542      | ROMAIN, PIERRE-YVES & KATE      | \$60,000    | \$2,270      | \$62,270     | 7,500   | \$8.00   |          |           |
| R18543      | ROMAIN, PIERRE-YVES & KATE      | \$60,400    | \$3,880      | \$64,280     | 7,550   | \$8.00   |          |           |
| R18544      | ROMAIN, PIERRE-YVES & KATE      | \$61,280    | \$3,880      | \$65,160     | 7,660   | \$8.00   |          |           |
| R18545      | NELSON RENTALS INC              | \$61,280    | \$5,480      | \$66,760     | 7,660   | \$8.00   |          |           |
| R18546      | NELSON RENTALS INC              | \$60,400    | \$6,660      | \$67,060     | 7,550   | \$8.00   |          |           |
| R18547      | RADAKOR LLC                     | \$60,000    | \$5,450      | \$65,450     | 7,500   | \$8.00   |          |           |
| R18549      | OPERSTENY, MICHAEL J            | \$59,200    |              | \$59,200     | 7,400   | \$8.00   |          |           |
| R18550      | PITNER, MARJORIE N              | \$59,000    | \$1,900      | \$60,900     | 7,375   | \$8.00   |          |           |
| R18555      | 301 CHURCH AVENUE L.P.          | \$1,681,070 | \$14,248,090 | \$15,929,160 | 140,089 | \$12.00  | 301,163  | \$47      |
| R18556      | BENNING, RICHARD B & ENERGY ALC | \$173,030   | \$268,640    | \$441,670    | 14,419  | \$12.00  | 4,480    | \$60      |
| R18567      | FORREST, ROBERT J               | \$75,540    | \$117,640    | \$193,180    | 6,295   | \$12.00  | 2,985    | \$39      |
| R18568      | FORREST, ROBERT                 | \$97,500    | \$514,290    | \$611,790    | 8,125   | \$12.00  | 5,450    | \$94      |
| R18569      | DBV LTD                         | \$114,560   | \$202,800    | \$317,360    | 8,812   | \$13.00  | 4,500    | \$45      |
| R18571      | SCHWAB, JOHN                    | \$26,220    | \$69,210     | \$95,430     | 2,017   | \$13.00  | 1,500    | \$46      |
| R18572      | HARPER, MOREY MITCHELL          | \$23,080    | \$7,500      | \$30,580     | 1,775   | \$13.00  |          |           |
| R18573      | HARPER, MOREY MITCHELL          | \$13,780    | \$18,030     | \$31,810     | 1,060   | \$13.00  | 400      | \$45      |
| R18574      | DIXIE CHICKEN INC               | \$84,000    | \$279,020    | \$363,020    | 5,600   | \$15.00  | 5,600    | \$50      |
| R18575      | BOYETT, WILLIAM C, Sr.          | \$45,920    | \$110,700    | \$156,620    | 3,532   | \$13.00  | 1,705    | \$65      |
| R18577      | BOYETT, GEORGE H                | \$73,210    | \$326,260    | \$399,470    | 6,101   | \$12.00  | 5,880    | \$55      |
| R18578      | BOYETT, GEORGE H                | \$24,540    |              | \$24,540     | 3,068   | \$8.00   |          |           |
| R18581      | M MOORE PROPERTIES LTD          | \$275,240   | \$178,800    | \$454,040    | 21,172  | \$13.00  | 2,700    | \$66      |
| R18582      | BIG DOG TRUST                   | \$3,180     |              | \$3,180      | 2,787   | \$1.14   |          |           |
| R18583      | BOYETT, GEORGE H                | \$1,430     |              | \$1,430      | 1,785   | \$0.80   |          |           |
| R18585      | DIXIE CHICKEN INC               | \$263,520   |              | \$263,520    | 21,960  | \$12.00  |          |           |
| R18586      | MITCHELL, NORMA SUE BOYETT      | \$58,400    | \$100,820    | \$159,220    | 7,300   | \$8.00   | 4,700    | \$21      |
| R18588      | DP UNLIMITED INC                | \$31,500    |              | \$31,500     | 4,922   | \$6.40   |          |           |
| R18589      | WORTHAM, C E                    | \$23,580    | \$101,410    | \$124,990    | 2,948   | \$8.00   | 1,480    | \$66      |
| R18590      | JUAN-HIJO INVESTMENTS LTD       | \$37,630    | \$29,490     | \$67,120     | 3,136   | \$12.00  | 792      | \$37      |
| R18591      | WORTHAM, C E                    | \$54,000    | \$36,810     | \$90,810     | 6,750   | \$8.00   | 3,420    | \$11      |
| R18592      | DP UNLIMITED INC                | \$54,000    |              | \$54,000     | 6,750   | \$8.00   |          |           |
| R18593      | DP UNLIMITED INC                | \$54,000    | \$1,400      | \$55,400     | 6,750   | \$8.00   | 696      | \$2       |
| R18624      | DULANEY, CHRISTINE J            | \$54,000    |              | \$54,000     | 6,750   | \$8.00   |          |           |
| R18825      | DULANEY, CHRISTINE J            | \$54,000    | \$4,650      | \$58,650     | 6,750   | \$8.00   | 2,500    | \$2       |
| R18626      | DULANEY, CHRISTINE J            | \$54,000    | \$5,860      | \$59,860     | 6,750   | \$8.00   |          |           |
| R18627      | DULANEY, CHRISTINE J            | \$54,000    | \$4,930      | \$58,930     | 6,750   | \$8.00   |          |           |
| R18628      | DULANEY, CHRISTINE J            | \$54,000    | \$4,930      | \$58,930     | 6,750   | \$8.00   |          |           |
| R18629      | MOORE, WILLIAM TYLER JR TTEE    | \$54,000    |              | \$54,000     | 6,750   | \$8.00   |          |           |
| R18630      | M MOORE PROPERTIES LTD          | \$54,000    | \$12,150     | \$66,150     | 6,750   | \$8.00   | 2,856    | \$4       |
| R18631      | M MOORE PROPERTIES LTD          | \$54,000    | \$4,340      | \$58,340     | 6,750   | \$8.00   |          |           |
| R18632      | M MOORE PROPERTIES LTD          | \$54,000    | \$3,990      | \$57,990     | 6,750   | \$8.00   |          |           |

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|-------------|----------------------------------|-----------|--------------|-----------|---------|----------|----------|-----------|
| R18633      | M MOORE PROPERTIES LTD           | \$54,000  | \$3,990      | \$57,990  | 6,750   | \$8.00   |          |           |
| R18634      | M MOORE PROPERTIES LTD           | \$54,000  | \$4,340      | \$58,340  | 6,750   | \$8.00   |          |           |
| R18635      | M MOORE PROPERTIES LTD           | \$54,000  | \$4,340      | \$58,340  | 6,750   | \$8.00   |          |           |
| R18636      | BOYETT, GEORGE H                 | \$54,000  | \$3,160      | \$57,160  | 6,750   | \$8.00   |          |           |
| R18637      | BOYETT, GEORGE H                 | \$54,000  | \$3,160      | \$57,160  | 6,750   | \$8.00   |          |           |
| R18638      | BRADFORD, JAMES C & JUDITH       | \$51,200  | \$15,140     | \$66,340  | 6,400   | \$8.00   | 2,530    | \$6       |
| R18639      | BRADFORD, JAMES C & JUDITH       | \$50,820  | \$14,930     | \$65,750  | 6,353   | \$8.00   | 2,530    | \$6       |
| R18640      | BOYETT, GEORGE H                 | \$50,060  | \$36,810     | \$86,870  | 6,558   | \$7.63   | 3,420    | \$11      |
| R18641      | BOYETT, GEORGE H                 | \$49,300  | \$38,080     | \$87,380  | 6,162   | \$8.00   | 3,700    | \$10      |
| R18642      | BOYETT, GEORGE H                 | \$47,760  | \$37,620     | \$85,380  | 5,970   | \$8.00   | 3,640    | \$10      |
| R18643      | BOYETT, GEORGE H                 | \$47,760  | \$37,620     | \$85,380  | 5,970   | \$8.00   | 3,640    | \$10      |
| R18644      | OLSHEWSKY, STEVEN J              | \$46,990  | \$43,030     | \$90,020  | 5,874   | \$8.00   | 2,475    | \$17      |
| R18645      | BOYETT, WILLIAM C, Sr.           | \$46,220  | \$37,620     | \$83,840  | 5,778   | \$8.00   | 3,640    | \$10      |
| R18646      | BOYETT, WILLIAM C, Sr.           | \$46,180  | \$37,620     | \$83,800  | 5,773   | \$8.00   | 3,640    | \$10      |
| R18647      | MASUD, SHARIF M & SHAHNAZ        | \$46,870  | \$36,910     | \$83,780  | 5,859   | \$8.00   | 3,450    | \$11      |
| R18648      | KAKWAN, IMRAN J                  | \$47,560  | \$37,620     | \$85,180  | 5,945   | \$8.00   | 3,640    | \$10      |
| R18649      | MASUD, SHARIF M & SHAHNAZ        | \$48,250  | \$3,720      | \$51,970  | 6,031   | \$8.00   | 1,560    | \$2       |
| R18650      | MITCHELL, NORMA SUE BOYETT       | \$48,940  | \$37,620     | \$86,560  | 6,117   | \$8.00   | 3,640    | \$10      |
| R18651      | DP UNLIMITED INC                 | \$37,920  | \$32,950     | \$70,870  | 6,320   | \$6.00   | 2,860    | \$12      |
| R18652      | SPRUCE STREET PROPERTIES LTD     | \$36,000  | \$36,410     | \$72,410  | 6,000   | \$6.00   | 3,300    | \$11      |
| R18653      | MITCHELL, NORMA SUE BOYETT       | \$36,000  | \$31,670     | \$67,670  | 6,000   | \$6.00   | 2,672    | \$12      |
| R18654      | SPRUCE STREET PROPERTIES LTD     | \$37,920  | \$36,410     | \$74,330  | 6,320   | \$6.00   | 3,300    | \$11      |
| R18655      | ISLAM-FARIDI, M NURUL & AFSANA   | \$48,940  | \$40,510     | \$89,450  | 6,147   | \$7.96   | 3,640    | \$11      |
| R18656      | POSTON, GLADYS BOYETT            | \$48,250  | \$37,620     | \$85,870  | 6,031   | \$8.00   | 3,640    | \$10      |
| R18657      | BOYETT, ORAN                     | \$47,500  | \$37,620     | \$85,120  | 5,945   | \$7.99   | 3,640    | \$10      |
| R18658      | MOTT, KAREN RENE                 | \$46,870  | \$3,670      | \$50,540  | 5,859   | \$8.00   |          |           |
| R18659      | BOYETT, WILLIAM C, Sr.           | \$46,180  | \$37,620     | \$83,800  | 5,773   | \$8.00   | 3,640    | \$10      |
| R18660      | BOYETT, WILLIAM C, Sr.           | \$46,270  | \$37,620     | \$83,890  | 5,778   | \$8.01   | 3,640    | \$10      |
| R18661      | BOYETT, ORAN PARKER              | \$118,920 | \$83,410     | \$202,330 | 14,865  | \$8.00   | 6,432    | \$13      |
| R18662      | BOYETT, ORAN PARKER              | \$123,720 | \$78,610     | \$202,330 | 15,465  | \$8.00   | 6,432    | \$12      |
| R18663      | NELSON, HOWARD C                 | \$102,400 | \$59,520     | \$161,920 | 12,800  | \$8.00   | 2,576    | \$23      |
| R18664      | HENDERSON LUCY                   | \$67,500  | \$176,500    | \$244,000 | 8,437   | \$8.00   | 4,532    | \$39      |
| R18665      | HENDERSON LUCY                   | \$53,230  | \$176,500    | \$229,730 | 6,654   | \$8.00   | 4,532    | \$39      |
| R18666      | HENDERSON LUCY                   | \$51,830  | \$176,500    | \$228,330 | 6,479   | \$8.00   | 4,532    | \$39      |
| R18667      | MOORE, SANDRA L                  | \$50,500  | \$4,930      | \$55,430  | 6,312   | \$8.00   |          |           |
| R18668      | O'NEILL, PAUL & JENNIFER         | \$49,100  | \$30,810     | \$79,910  | 6,138   | \$8.00   | 3,300    | \$9       |
| R18669      | VALENTA, SUE ANN HODGSON         | \$76,990  | \$48,303     | \$125,293 | 9,624   | \$8.00   | 4,880    | \$10      |
| R18670      | DP UNLIMITED INC                 | \$134,340 | \$65,000     | \$199,340 | 22,390  | \$6.00   | 2,812    | \$23      |
| R18671      | S I R DESIGN & CONSTRUCTION INC  | \$133,360 |              | \$133,360 | 22,226  | \$6.00   |          |           |
| R18672      | NELSON, HOWARD C ETAL            | \$75,270  | \$6,210      | \$81,480  | 9,409   | \$8.00   |          |           |
| R18673      | SZABUNIEWICZ, C H INDV & AS TRUS | \$49,100  | \$130        | \$49,230  | 6,137   | \$8.00   |          |           |
| R18674      | SZABUNIEWICZ, C H INDV & AS TRUS | \$50,500  | \$130        | \$50,630  | 6,313   | \$8.00   |          |           |
| R18675      | HENDERSON LUCY                   | \$51,830  | \$176,500    | \$228,330 | 6,479   | \$8.00   | 4,532    | \$39      |
| R18676      | HENDERSON LUCY                   | \$53,230  | \$176,500    | \$229,730 | 6,654   | \$8.00   |          |           |
| R18677      | HENDERSON LUCY                   | \$67,500  | \$176,500    | \$244,000 | 8,436   | \$8.00   |          |           |
| R18678      | MITCHELL, NORMA SUE BOYETT       | \$45,000  | \$93,060     | \$138,060 | 7,500   | \$6.00   | 4,700    | \$20      |
| R18679      | ABDULLAH, JAHANGIR & HIROMI NAG  | \$90,000  | \$39,950     | \$129,950 | 15,000  | \$6.00   | 825      | \$48      |
| R18680      | SPRUCE STREET PROPERTIES LTD     | \$27,000  | \$36,410     | \$63,410  | 4,500   | \$6.00   | 3,300    | \$11      |
| R18681      | SPRUCE STREET PROPERTIES LTD     | \$41,400  | \$36,410     | \$77,810  | 6,900   | \$6.00   | 3,300    | \$11      |
| R18682      | SPRUCE STREET PROPERTIES LTD     | \$39,880  | \$36,410     | \$76,290  | 6,647   | \$6.00   | 3,300    | \$11      |
| R18683      | SPRUCE STREET PROPERTIES LTD     | \$30,240  | \$36,410     | \$66,650  | 5,040   | \$6.00   | 3,300    | \$11      |
| R18684      | HARPER, WILLIAM P & PEGGY        | \$53,820  | \$5,040      | \$58,860  | 8,970   | \$6.00   |          |           |
| R18685      | POSTON, GLADYS BOYETT            | \$78,240  | \$116,120    | \$194,360 | 13,040  | \$6.00   | 4,100    | \$28      |
| R18686      | TAMPLEN, BRIAN & ADDIE SPICER    | \$32,270  | \$10,320     | \$42,590  | 5,378   | \$6.00   | 2,036    | \$5       |
| R18687      | MCCASLIN, PATRICK D & JEANETTE   | \$23,730  | \$10,270     | \$34,000  | 3,955   | \$6.00   | 2,036    | \$5       |
| R18688      | FOSS 1984 TRUST                  | \$22,470  | \$10,320     | \$32,790  | 3,745   | \$6.00   | 2,036    | \$5       |
| R18689      | FERRELL, STUART DOUGLAS          | \$21,210  | \$10,320     | \$31,530  | 3,535   | \$6.00   | 2,036    | \$5       |
| R18690      | CHONG, MONG-HWA C                | \$20,390  | \$10,320     | \$30,710  | 3,398   | \$6.00   | 2,036    | \$5       |
| R18691      | FU, HONG & ZHEN TAO FENG         | \$93,480  | \$5,320      | \$98,800  | 15,580  | \$6.00   |          |           |
| R18692      | BOYETT, DEBRA L                  | \$53,760  | \$58,760     | \$112,520 | 11,200  | \$4.80   | 2,270    | \$26      |
| R18693      | MASUD, SHARIF M & SHAHNAZ        | \$58,800  | \$3,420      | \$62,220  | 9,800   | \$6.00   |          |           |
| R18695      | HE, LINGYU & QIANG "JOHN" FU     | \$55,350  |              | \$55,350  | 9,225   | \$6.00   |          |           |
| R18696      | FU, JOHN QIANG & LINGYU HE       | \$36,000  |              | \$36,000  | 6,000   | \$6.00   |          |           |

**Schedule 1:**  
**Certified 2005 Brazos Appraisal District Real Property Appraisals**  
**in the Proposed Northgate TIF Zone**

Accounts are arranged by ID number, taxable sites first.. Some sites are grouped according to possible redevelopment sites.

| Property ID | Record Owner                    | Land      | Improvements | Total     | Land SF | Land/LSF | Impr. SF | Impr./ISF |
|-------------|---------------------------------|-----------|--------------|-----------|---------|----------|----------|-----------|
| R18697      | JOHNSON, CLARENCE B, III        | \$158,200 | \$6,360      | \$164,560 | 32,500  | \$4.87   |          |           |
| R18699      | CARGILL, JANIE                  | \$39,150  |              | \$39,150  | 8,700   | \$4.50   |          |           |
| R18700      | CARGILL, JANIE A & THOMAS H     | \$64,130  | \$5,640      | \$69,770  | 14,250  | \$4.50   |          |           |
| R18701      | CARGILL, JANIE A & THOMAS H     | \$33,870  |              | \$33,870  | 11,290  | \$3.00   |          |           |
| R18702      | NEELLEY, A G ESTATE             | \$70,240  | \$3,670      | \$73,910  | 8,803   | \$7.98   |          |           |
| R18703      | BOND, MRS R J ESTATE            | \$71,690  |              | \$71,690  | 8,961   | \$8.00   |          |           |
| R18704      | PITNER, MARJORIE N              | \$100,270 |              | \$100,270 | 12,534  | \$8.00   |          |           |
| R18705      | LEE, HELEN                      | \$67,070  | \$4,110      | \$71,180  | 8,384   | \$8.00   |          |           |
| R18706      | LEE, HELEN                      | \$117,020 | \$3,140      | \$120,160 | 14,627  | \$8.00   |          |           |
| R18707      | NELSON RENTALS INC              | \$55,980  | \$2,030      | \$58,010  | 6,998   | \$8.00   |          |           |
| R18708      | FU, JOHN QIANG & LINGYU HE      | \$170,310 | \$400,290    | \$570,600 | 21,289  | \$8.00   | 8,998    | \$44      |
| R18711      | HARRIS, CHARLES E, Jr.          | \$164,760 | \$9,650      | \$174,410 | 20,595  | \$8.00   |          |           |
| R18714      | RICHARDSON, ROBERT M            | \$78,780  | \$2,000      | \$80,780  | 9,847   | \$8.00   |          |           |
| R18716      | SZABUNIEWICZ, CHARLES H         | \$42,000  | \$320        | \$42,320  | 5,250   | \$8.00   |          |           |
| R18717      | SZABUNIEWICZ, CHARLES H         | \$42,000  | \$210        | \$42,210  | 5,250   | \$8.00   |          |           |
| R18718      | RASMUSSEN, GLEN L               | \$21,020  | \$2,740      | \$23,760  | 2,627   | \$8.00   |          |           |
| R18719      | FRATILA, NICOLAE                | \$38,000  | \$89,940     | \$127,940 | 4,750   | \$8.00   | 2,880    | \$31      |
| R18720      | WILCOX, ROBERT H                | \$42,000  | \$4,500      | \$46,500  | 5,250   | \$8.00   |          |           |
| R18722      | NELSON RENTALS INC              | \$46,000  | \$26,640     | \$72,640  | 5,750   | \$8.00   | 2,420    | \$11      |
| R18723      | NELSON RENTALS INC              | \$104,000 | \$11,140     | \$115,140 | 13,000  | \$8.00   | 2,516    | \$4       |
| R18724      | PARULIAN, OSCAR & SWANY W       | \$95,360  | \$16,370     | \$111,730 | 11,920  | \$8.00   | 3,186    | \$5       |
| R18725      | PARULIAN, OSCAR & SWANY W       | \$63,550  |              | \$63,550  | 7,944   | \$8.00   |          |           |
| R18726      | PARULIAN, OSCAR & SWANY W       | \$78,980  |              | \$78,980  | 10,969  | \$7.20   |          |           |
| R18727      | MASUD, SHARIF M & SHAHNAZ       | \$47,300  | \$3,840      | \$51,140  | 5,913   | \$8.00   |          |           |
| R18728      | MICHIE, DOUGLAS CHARLES         | \$22,650  |              | \$22,650  | 5,663   | \$4.00   |          |           |
| R18729      | VESSALI, PARVIZ & CHANTAL       | \$153,380 | \$2,370      | \$155,750 | 19,178  | \$8.00   |          |           |
| R18730      | MARTIN, ALFRED A                | \$115,340 | \$11,180     | \$126,520 | 14,417  | \$8.00   | 2,316    | \$5       |
| R18731      | OKONSKI, CHARLENE               | \$63,160  | \$2,740      | \$65,900  | 7,895   | \$8.00   |          |           |
| R18732      | MIZE, DALE E & KAREN H          | \$49,400  | \$3,300      | \$52,700  | 6,175   | \$8.00   |          |           |
| R18733      | HE, LINGYU & QIANG "JOHN" FU    | \$91,370  |              | \$91,370  | 38,071  | \$2.40   |          |           |
| R23936      | PIERING, DAVID A, Jr.           | \$6,000   | \$29,540     | \$35,540  | 2,850   | \$2.11   | 884      | \$33      |
| R23937      | OSBORNE, JENNY L                | \$6,000   | \$29,540     | \$35,540  | 2,850   | \$2.11   | 884      | \$33      |
| R23938      | OSBORNE, JENNY L                | \$6,000   | \$29,540     | \$35,540  | 2,850   | \$2.11   | 884      | \$33      |
| R23939      | PIERING, DAVID A, Jr.           | \$6,000   | \$29,540     | \$35,540  | 2,850   | \$2.11   | 884      | \$33      |
| R33923      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33924      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33925      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33926      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33927      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33928      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33929      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33930      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33931      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33932      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33933      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33934      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33935      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33936      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33937      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33938      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33939      | PUBLIC ENTERPRISE               | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33940      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33941      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33942      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33943      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33944      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33945      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33946      | AGGIE INNS LTD                  | \$30,250  | \$4,130      | \$34,380  | 3,025   | \$10.00  |          |           |
| R33947      | AGGIE INNS LTD                  | \$42,820  | \$5,490      | \$48,310  | 4,282   | \$10.00  |          |           |
| R33948      | AGGIE INNS LTD                  | \$42,820  | \$5,490      | \$48,310  | 4,282   | \$10.00  |          |           |
| R33949      | AGGIE INNS LTD                  | \$42,820  | \$5,490      | \$48,310  | 4,282   | \$10.00  |          |           |
| R33950      | MOORE, CANDICE DOLLISON         | \$42,820  | \$5,490      | \$48,310  | 4,282   | \$10.00  |          |           |
| R34106      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720  | \$12,720     | \$25,440  | 1,060   | \$12.00  | 952      | \$13      |

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**in the Proposed Northgate TIF Zone**

Accounts are arranged by ID number, taxable sites first.. Some sites are grouped according to possible redevelopment sites.

| Property ID | Record Owner                    | Land     | Improvements | Total    | Land SF | Land/LSF | Impr. SF | Impr./ISF |
|-------------|---------------------------------|----------|--------------|----------|---------|----------|----------|-----------|
| R34107      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34108      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34109      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34110      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34111      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34112      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34113      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34114      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34115      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34116      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34117      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34118      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34119      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34120      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34121      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34122      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34123      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34124      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34125      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34126      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34127      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34128      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34129      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34130      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34131      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34132      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34133      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34134      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34135      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34136      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34137      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34138      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34139      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34140      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34141      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34142      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34143      | URSO, STEVEN P & OLGA E         | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34144      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34145      | KALKAN, FERCAN ENGIN & FATMA AL | \$8,480  | \$9,800      | \$18,280 | 707     | \$11.99  |          |           |
| R34146      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34147      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34148      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34149      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34150      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34151      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34152      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34153      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34154      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34155      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34156      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34157      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34158      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R34159      | KALKAN, FERCAN ENGIN & FATMA AL | \$12,720 | \$12,720     | \$25,440 | 1,060   | \$12.00  | 952      | \$13      |
| R35655      | HARRIS, JUNE B                  | \$67,080 | \$2,770      | \$69,850 | 11,180  | \$6.00   |          |           |
| R35656      | BRAVO CINCO L.L.C.              | \$54,750 | \$3,810      | \$58,560 | 9,125   | \$6.00   |          |           |
| R35657      | WYSS, SUE BURSEY                | \$53,040 | \$3,720      | \$56,760 | 8,840   | \$6.00   |          |           |
| R35658      | GREGG, LEILA MOEHLMAN           | \$54,650 | \$4,860      | \$59,510 | 9,108   | \$6.00   |          |           |
| R35659      | CULPEPPER FAMILY L.P.           | \$57,120 | \$2,560      | \$59,680 | 9,520   | \$6.00   |          |           |
| R35660      | LELAND, WILLIAM P & TWYLA R     | \$61,890 | \$5,650      | \$67,540 | 10,315  | \$6.00   |          |           |
| R35661      | CULPEPPER FAMILY L.P.           | \$51,080 | \$3,020      | \$54,100 | 8,514   | \$6.00   |          |           |
| R35662      | CULPEPPER FAMILY L.P.           | \$49,140 | \$2,740      | \$51,880 | 8,190   | \$6.00   |          |           |
| R35663      | DUYKA, ANN A                    | \$49,140 | \$4,420      | \$53,560 | 8,190   | \$6.00   |          |           |
| R35664      | VITULLI, JAMES SR & BARBARA     | \$49,140 | \$4,760      | \$53,900 | 8,190   | \$6.00   |          |           |

**Schedule 1:**  
**Certified 2005 Brazos Appraisal District Real Property Appraisals**  
**in the Proposed Northgate TIF Zone**

Accounts are arranged by ID number, taxable sites first.. Some sites are grouped according to possible redevelopment sites.

| Property ID | Record Owner                    | Land     | Improvements | Total    | Land SF | Land/LSF | Impr. SF | Impr./ISF |
|-------------|---------------------------------|----------|--------------|----------|---------|----------|----------|-----------|
| R35665      | STERLE, MARK EDWARD             | \$50,940 | \$4,080      | \$55,020 | 8,490   | \$6.00   |          |           |
| R35666      | ERTAS, ATILA                    | \$49,180 | \$4,120      | \$53,300 | 8,190   | \$6.00   |          |           |
| R35667      | PRAYTOR, LINDA                  | \$52,260 | \$4,700      | \$56,960 | 8,710   | \$6.00   |          |           |
| R35668      | CULPEPPER FAMILY L.P.           | \$49,140 | \$2,550      | \$51,690 | 8,190   | \$6.00   |          |           |
| R35669      | CULPEPPER FAMILY L.P.           | \$49,140 | \$2,810      | \$51,950 | 8,190   | \$6.00   |          |           |
| R35670      | CULPEPPER FAMILY L.P.           | \$49,140 | \$2,770      | \$51,910 | 8,190   | \$6.00   |          |           |
| R35671      | ALTENHOF, JEANETTE              | \$49,140 | \$4,190      | \$53,330 | 8,190   | \$6.00   |          |           |
| R35672      | SIMPSON, RUSSELL B              | \$82,240 | \$9,300      | \$91,540 | 14,040  | \$5.86   |          |           |
| R35673      | CULPEPPER FAMILY L.P.           | \$57,120 | \$2,450      | \$59,570 | 9,520   | \$6.00   |          |           |
| R35674      | CULPEPPER FAMILY L.P.           | \$48,960 | \$2,110      | \$51,070 | 8,160   | \$6.00   |          |           |
| R35675      | CULPEPPER FAMILY L.P.           | \$60,000 | \$2,750      | \$62,750 | 10,000  | \$6.00   |          |           |
| R35676      | CULPEPPER FAMILY L.P.           | \$52,500 | \$2,710      | \$55,210 | 8,750   | \$6.00   |          |           |
| R35677      | CULPEPPER FAMILY L.P.           | \$49,200 | \$2,110      | \$51,310 | 8,200   | \$6.00   |          |           |
| R35678      | CULPEPPER FAMILY L.P.           | \$61,240 | \$2,380      | \$63,620 | 12,008  | \$5.10   |          |           |
| R35679      | CULPEPPER FAMILY L.P.           | \$58,320 | \$2,450      | \$60,770 | 9,720   | \$6.00   |          |           |
| R35680      | CULPEPPER FAMILY L.P.           | \$71,840 | \$1,300      | \$73,140 | 14,087  | \$5.10   |          |           |
| R38614      | HEIMAN, MARK                    | \$25,710 | \$55,026     | \$80,736 | 3,214   | \$8.00   | 1,788    | \$31      |
| R38615      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38616      | MCHARGUE, MELISSA K & JEFF R    | \$6,620  | \$22,683     | \$29,303 | 827     | \$8.00   | 456      | \$50      |
| R38617      | ANDERSON, THOMAS L              | \$14,420 | \$44,556     | \$58,976 | 1,803   | \$8.00   | 1,023    | \$44      |
| R38618      | SCHLOSSER, ERIK KAVANAUGH       | \$14,420 | \$44,556     | \$58,976 | 1,803   | \$8.00   | 1,023    | \$44      |
| R38619      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38620      | STEVENS, GEORGE ROBERT          | \$6,620  | \$27,683     | \$34,303 | 827     | \$8.00   | 456      | \$61      |
| R38621      | ENAX, MICHAEL W & MARSHA C      | \$14,420 | \$44,556     | \$58,976 | 1,803   | \$8.00   | 1,023    | \$44      |
| R38622      | FOGLE, JOHNNIE & DEBORAH        | \$14,420 | \$44,556     | \$58,976 | 1,803   | \$8.00   | 1,023    | \$44      |
| R38623      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38624      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38625      | DENSON, AL H & BARBARA B        | \$14,420 | \$44,556     | \$58,976 | 1,803   | \$8.00   | 1,023    | \$44      |
| R38626      | PEDROTTI FAMILY PROPERTIES LTD  | \$14,420 | \$44,556     | \$58,976 | 1,803   | \$8.00   | 1,023    | \$44      |
| R38627      | BOYETT, GEORGE H & THE GEORGE   | \$25,710 | \$55,026     | \$80,736 | 3,214   | \$8.00   | 1,788    | \$31      |
| R38628      | HEIMAN, MARK S & JANET          | \$25,500 | \$55,026     | \$80,526 | 3,188   | \$8.00   | 1,788    | \$31      |
| R38629      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38630      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38631      | HEIMAN, MARK S & JANET          | \$14,420 | \$31,346     | \$45,766 | 1,803   | \$8.00   | 1,023    | \$31      |
| R38632      | HEIMAN, MARK S & JANET          | \$14,420 | \$31,346     | \$45,766 | 1,803   | \$8.00   | 1,023    | \$31      |
| R38633      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38634      | HEIMAN, MARK S & JANET          | \$6,620  | \$16,313     | \$22,933 | 827     | \$8.00   | 456      | \$36      |
| R38635      | HEIMAN, MARK S & JANET          | \$14,420 | \$31,346     | \$45,766 | 1,803   | \$8.00   | 1,023    | \$31      |
| R38636      | HEIMAN, MARK S & JANET          | \$14,420 | \$31,346     | \$45,766 | 1,803   | \$8.00   | 1,023    | \$31      |
| R38637      | HEIMAN, MARK S & JANET          | \$25,500 | \$55,026     | \$80,526 | 3,188   | \$8.00   | 1,788    | \$31      |
| R38638      | HEIMAN, MARK S & JANET          | \$15,740 | \$29,576     | \$45,316 | 1,968   | \$8.00   | 1,081    | \$27      |
| R38639      | HEIMAN, MARK S & JANET          | \$15,740 | \$29,576     | \$45,316 | 1,968   | \$8.00   | 1,081    | \$27      |
| R38640      | HEIMAN, MARK S & JANET          | \$16,020 | \$30,208     | \$46,228 | 2,003   | \$8.00   | 1,102    | \$27      |
| R38641      | HEIMAN, MARK S & JANET          | \$16,020 | \$30,208     | \$46,228 | 2,003   | \$8.00   | 1,102    | \$27      |
| R38642      | HEIMAN, MARK S & JANET          | \$16,020 | \$30,208     | \$46,228 | 2,003   | \$8.00   | 1,102    | \$27      |
| R38643      | HEIMAN, MARK S & JANET          | \$16,020 | \$30,208     | \$46,228 | 2,003   | \$8.00   | 1,102    | \$27      |
| R38644      | MCHARGUE, MELISSA K & JEFF R    | \$10,030 | \$30,640     | \$40,670 | 1,254   | \$8.00   | 728      | \$42      |
| R38645      | HEIMAN, MARK S & JANET          | \$10,030 | \$22,080     | \$32,110 | 1,254   | \$8.00   | 728      | \$30      |
| R38646      | BOYETT, WILLIAM C, Jr.          | \$10,030 | \$30,640     | \$40,670 | 1,254   | \$8.00   | 728      | \$42      |
| R38647      | POSTON, GLADYS BOYETT           | \$10,030 | \$30,640     | \$40,670 | 1,254   | \$8.00   | 728      | \$42      |
| R38648      | DALE, LUCIA K                   | \$10,030 | \$30,640     | \$40,670 | 1,254   | \$8.00   | 728      | \$42      |
| R38649      | HEIMAN, MARK S & JANET          | \$10,030 | \$22,080     | \$32,110 | 1,254   | \$8.00   | 728      | \$30      |
| R38650      | HEIMAN, MARK S & JANET          | \$10,030 | \$22,080     | \$32,110 | 1,254   | \$8.00   | 728      | \$30      |
| R38651      | HEIMAN, MARK S & JANET          | \$10,030 | \$22,080     | \$32,110 | 1,254   | \$8.00   | 728      | \$30      |
| R38652      | HEIMAN, MARK S & JANET          | \$10,030 | \$22,080     | \$32,110 | 1,254   | \$8.00   | 728      | \$30      |
| R38653      | MCHARGUE, MELISSA K & JEFF R    | \$10,030 | \$30,640     | \$40,670 | 1,254   | \$8.00   | 728      | \$42      |
| R38654      | TONNER, BARRY & BECKY           | \$10,030 | \$30,640     | \$40,670 | 1,254   | \$8.00   | 728      | \$42      |
| R38655      | MCHARGUE, MELISSA K & JEFF R    | \$10,030 | \$30,640     | \$40,670 | 1,254   | \$8.00   | 728      | \$42      |
| R38656      | JUMP, WILLIAM JAMES & MARGARET  | \$17,630 | \$45,320     | \$62,950 | 2,204   | \$8.00   | 1,167    | \$39      |
| R38657      | FOGLE, JOHNNIE & DEBORAH        | \$17,630 | \$45,320     | \$62,950 | 2,204   | \$8.00   | 1,167    | \$39      |
| R38658      | ROSE, ROBERT ANDREW             | \$18,120 | \$45,675     | \$63,795 | 2,265   | \$8.00   | 1,202    | \$38      |
| R38659      | MUNSON, RICHARD EARL & DIANE S† | \$18,120 | \$45,675     | \$63,795 | 2,265   | \$8.00   | 1,202    | \$38      |
| R38660      | STEWART, ROBERT & STEPHANIE     | \$18,120 | \$45,675     | \$63,795 | 2,265   | \$8.00   | 1,202    | \$38      |

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**Certified 2005 Brazos Appraisal District Real Property Appraisals**  
**in the Proposed Northgate TIF Zone**

Accounts are arranged by ID number, taxable sites first.. Some sites are grouped according to possible redevelopment sites.

| Property ID            | Record Owner                          | Land         | Improvements | Total        | Land SF   | Land/LSF | Impr. SF  | Impr./ISF |
|------------------------|---------------------------------------|--------------|--------------|--------------|-----------|----------|-----------|-----------|
| R38661                 | HEIMAN, MARK S & JANET                | \$18,120     | \$32,985     | \$51,105     | 2,265     | \$8.00   | 1,202     | \$27      |
| R38662                 | HEIMAN, MARK S & JANET                | \$10,030     | \$22,080     | \$32,110     | 1,254     | \$8.00   | 728       | \$30      |
| R38663                 | HEIMAN, MARK S & JANET                | \$10,030     | \$22,080     | \$32,110     | 1,254     | \$8.00   | 728       | \$30      |
| R38664                 | HEIMAN, MARK S & JANET                | \$10,030     | \$22,080     | \$32,110     | 1,254     | \$8.00   | 728       | \$30      |
| R38665                 | HEIMAN, MARK S & JANET                | \$10,030     | \$22,080     | \$32,110     | 1,254     | \$8.00   | 728       | \$30      |
| R38666                 | HEIMAN, MARK S & JANET                | \$10,030     | \$22,080     | \$32,110     | 1,254     | \$8.00   | 728       | \$30      |
| R38667                 | HEIMAN, MARK S & JANET                | \$10,030     | \$22,080     | \$32,110     | 1,254     | \$8.00   | 728       | \$30      |
| R44943                 | K O B LLC                             | \$82,200     | \$8,120      | \$90,320     | 20,550    | \$4.00   |           |           |
| R44944                 | COOLEY, BILL J & FRANCES              | \$52,800     | \$75,030     | \$127,830    | 6,600     | \$8.00   | 3,132     | \$24      |
| R44945                 | AGGIE INNS II LTD                     | \$705,000    | \$500,410    | \$1,205,410  | 58,750    | \$12.00  | 34,276    | \$15      |
| R44946                 | AYMOND, GREGORY M REV                 | \$248,930    | \$184,080    | \$433,010    | 24,893    | \$10.00  | 3,942     | \$47      |
| R44947                 | AGGIE INNS II LTD                     | \$907,200    | \$690,670    | \$1,597,870  | 75,600    | \$12.00  | 46,552    | \$15      |
| R44948                 | SZABUNIEWICZ, MICHAEL & IZABELL/      | \$60,000     | \$110        | \$60,110     | 7,500     | \$8.00   |           |           |
| R44949                 | SZABUNIEWICZ, CHARLES H               | \$58,800     | \$230        | \$59,030     | 7,350     | \$8.00   |           |           |
| R44950                 | SZABUNIEWICZ, CHARLES H               | \$72,100     | \$350        | \$72,450     | 9,013     | \$8.00   |           |           |
| R44951                 | SZABUNIEWICZ, CHARLES H               | \$72,420     | \$300        | \$72,720     | 9,053     | \$8.00   |           |           |
| R44954                 | NORTH AMERICAN ISLAMIC TRUST          | \$60,960     | \$4,420      | \$65,380     | 7,620     | \$8.00   |           |           |
| R44955                 | RIVERA, HECTOR                        | \$30,480     | \$2,300      | \$32,780     | 7,620     | \$4.00   |           |           |
| R44956                 | WHITT, DAVID & PAUL                   | \$60,960     | \$47,700     | \$108,660    | 7,620     | \$8.00   | 2,464     | \$19      |
| R44957                 | AGGIE INNS LTD                        | \$1,085,950  | \$557,260    | \$1,643,210  | 108,595   | \$10.00  | 55,988    | \$10      |
| R44959                 | FRENCH QUARTER APARTMENTS LL          | \$913,720    | \$221,080    | \$1,134,800  | 76,143    | \$12.00  | 24,440    | \$9       |
| R44961                 | WHITT, DAVID & PAUL                   | \$396,000    | \$188,340    | \$584,340    | 33,000    | \$12.00  | 13,464    | \$14      |
| R44962                 | NELSON, HOWARD C ETAL                 | \$146,280    | \$4,380      | \$150,660    | 12,190    | \$12.00  |           |           |
| R44963                 | NELSON FAMILY TRUST BARDIN H & I      | \$228,960    | \$23,340     | \$252,300    | 19,080    | \$12.00  | 9,680     | \$2       |
| R44964                 | WYATT, TED N                          | \$31,680     | \$26,140     | \$57,820     | 2,640     | \$12.00  | 1,904     | \$14      |
| R44965                 | WYATT, TED N                          | \$6,250      |              | \$6,250      | 1,628     | \$3.84   |           |           |
| R44966                 | GREATER TEXAS FEDERAL                 | \$55,980     | \$295,270    | \$351,250    | 3,732     | \$15.00  | 3,732     | \$79      |
| R44967                 | COOLEY, BILL J & FRANCES              | \$324,000    | \$238,340    | \$562,340    | 21,600    | \$15.00  | 4,023     | \$59      |
| R44970                 | SKIBELL PROPERTIES, L.C.              | \$210,600    | \$256,840    | \$467,440    | 14,040    | \$15.00  | 3,160     | \$81      |
| R44972                 | B/CS PROPERTIES INC                   | \$180,000    | \$143,980    | \$323,980    | 12,000    | \$15.00  | 2,701     | \$53      |
| R44973                 | POSTON, GLADYS ETAL                   | \$145,200    | \$53,770     | \$198,970    | 9,680     | \$15.00  | 1,050     | \$51      |
| R44974                 | VERIZON COMMUNICATIONS, INC           | \$192,500    | \$305,010    | \$497,510    | 19,250    | \$10.00  | 9,132     | \$33      |
| R87069                 | WALSTON, JIMMIE                       | \$30,290     | \$108,030    | \$138,320    | 2,330     | \$13.00  | 2,250     | \$48      |
| R93959                 | BOYETT SR, W C                        | \$148,500    | \$148,500    | \$297,000    | 9,900     | \$15.00  | 3,240     | \$46      |
| All taxable accounts   |                                       | \$34,026,300 | \$36,789,564 | \$70,815,864 | 3,620,851 | \$9.40   | 1,000,274 | \$37      |
|                        |                                       |              |              |              | or        | 83.12    | acres     |           |
| Fully-exempt accounts: |                                       |              |              |              |           |          |           |           |
| R18498                 | COLLEGE STATION, CITY OF              |              |              | \$0          | 70,235    |          |           |           |
| R18504                 | BAPTIST GENERAL CONVENTION/TEXAS      |              |              | \$0          | 21,838    |          |           |           |
| R18520                 | A&M UNITED METHODIST CHURCH           |              |              | \$0          | 43,568    |          |           |           |
| R18521                 | A&M UNITED METHODIST CHURCH           |              |              | \$0          | 31,325    |          |           |           |
| R18522                 | A&M UNITED METHODIST CHURCH           |              |              | \$0          | 30,877    |          |           |           |
| R18523                 | A&M UNITED METHODIST CHURCH           |              |              | \$0          | 57,400    |          |           |           |
| R18524                 | A&M UNITED METHODIST CHURCH           |              |              | \$0          | 11,500    |          |           |           |
| R18525                 | A&M UNITED METHODIST CHURCH           |              |              | \$0          | 5,750     |          |           |           |
| R18530                 | TEXAS A&M ASSOCIATION OF              |              |              | \$0          | 11,000    |          |           |           |
| R18551                 | UNIVERSITY LUTHERAN CHURCH            |              |              | \$0          | 46,494    |          |           |           |
| R18558                 | COLLEGE STATION, CITY OF              |              |              | \$0          | 73,886    |          |           |           |
| R18587                 | CHRISTIAN SCIENCE SOCIETY             |              |              | \$0          | 14,640    |          |           |           |
| R35614                 | TEXAS A&M UNIV SYSTEM, THE            |              |              | \$0          | 529,544   |          |           |           |
| R35691                 | ST MARY'S CATHOLIC CHURCH             |              |              | \$0          | 59,450    |          |           |           |
| R38612                 | ST MARY'S CATHOLIC CHURCH             |              |              | \$0          | 138,737   |          |           |           |
| R44942                 | A&M UNITED METHODIST CHURCH           |              |              | \$0          | 13,200    |          |           |           |
| R44952                 | NORTH AMERICAN ISLAMIC TRUST          |              |              | \$0          | 14,995    |          |           |           |
| R44958                 | ST MARY'S CATHOLIC CHURCH             |              |              | \$0          | 87,330    |          |           |           |
| R44968                 | TEXAS ANNUAL CONFERENCE OF THE UNITED |              |              | \$0          | 43,557    |          |           |           |
| R44969                 | TEXAS ANNUAL CONFERENCE OF THE UNITED |              |              | \$0          | 9,520     |          |           |           |
| R44971                 | ST MARY'S CATHOLIC CHURCH             |              |              | \$0          | 54,825    |          |           |           |
| R85400                 | COLLEGE STATION, CITY OF              |              |              | \$0          | 2,700     |          |           |           |
| R107885                | COLLEGE STATION, CITY OF              |              |              | \$0          | 40,293    |          |           |           |
|                        |                                       |              |              |              | 1,412,664 |          |           |           |
|                        |                                       |              |              |              | or        | 32.43    | acres     |           |



**Schedule 3:**  
**Anticipated Development in Northgate TIF Zone, 20 Years**

Construction costs, values and appraised values are not necessarily the same.

| (a)<br>Site  | (b)<br>Concept and Components  | (c)<br>Assumed Complete Before Jan. 1, | (d)<br>Estimated Floor Area (SF) | (e)<br>Land SF | (f)<br>Floor Area Ratio | (g)<br>per SF | (h) Estimated Appraisals at Completion (2005 Dollars) |                      | (i)<br>per SF                             | (j)<br>Total   | (k)<br>Total Real | (l)<br>Less Taxable 2005 Appraisal of Site | (m)<br>Net Appraisal Increase (2005 Dollars) | (n)<br>Net Addition to Roll, Pre-completion Inflation @ 3.00% |
|--------------|--|--|----------------------------------|----------------|-------------------------|---------------|---|----------------------|---|----------------|-------------------|--|--|---|
|              |  |  |                                  |                |                         |               | Land  | Improvements         |   |                |                   |  |  |   |
|              |  |  |                                  |                |                         |               | Total   | per SF               |   |                |                   |  |  |   |
| 1            | Gameday Centers<br>condos<br>ground floor retail                               |  | 240,000<br>20,000                |                |                         |               |   |                      |   | \$0<br>\$0     |                   |  |  |   |
|              |  | 2008                                   | 260,000                          | 148,500        | 1.75                    | \$12          | \$1,782,000   | \$107                | \$27,918,000                              | \$29,700,000 * | \$1,126,360       | \$28,573,640                               | \$31,223,188                                 |   |
| 2            | Mixed use project<br>residential<br>retail                                     |  | 160,000<br>40,000                |                |                         |               |   | \$72<br>\$70         | \$11,520,000<br>\$2,800,000               |                |                   |  |  |   |
|              |  | 2008                                   | 200,000                          | 70,235         | 2.85                    | \$12          | \$842,820   | \$72                 | \$14,320,000                              | \$15,162,820 * | \$0               | \$15,162,820                               | \$16,568,823                                 |   |
| 3            | Hotel (floor area and taxable value exclude tax-exempt convention center)      | 2009                                   | 225,000                          | 132,814        | 1.69                    | \$12          | \$1,593,768   | \$110                | \$24,750,000                              | \$26,343,768   | \$1,328,140       | \$25,015,628                               | \$28,155,310                                 |   |
| 4            | First and Boyett joint venture<br>residential<br>office<br>ground floor retail |  | 140,000<br>30,000<br>20,000      |                |                         |               |   | \$70<br>\$70<br>\$70 | \$9,800,000<br>\$2,100,000<br>\$1,400,000 |                |                   |  |  |   |
|              |  | 2009                                   | 190,000                          | 149,846        | 1.27                    | \$12          | \$1,798,152   | \$70                 | \$13,300,000                              | \$15,098,152   | \$1,700,470       | \$13,397,682                               | \$15,079,209                                 |   |
| 5            | General retail, College @ University   | 2010                                   | 120,000                          | 470,659        | 0.25                    | \$12          | \$5,647,908   | \$70                 | \$8,400,000                               | \$14,047,908   | \$5,027,550       | \$9,020,358                                | \$10,457,067                                 |   |
| 6            | Church/Nagle site<br>Residential<br>Retail                                     |  | 140,000<br>20,000                |                |                         |               |   | \$60<br>\$70         | \$8,400,000<br>\$1,400,000                |                |                   |  |  |   |
|              |  | 2010                                   | 160,000                          | 55,495         | 2.88                    | \$12          | \$665,938   | \$61                 | \$9,800,000                               | \$10,465,938   | \$0               | \$10,465,938                               | \$12,132,890                                 |   |
| A            | Hotel  | 2010                                   | 38,000                           | 87,120         | 0.44                    | \$12          | \$1,045,440   | \$80                 | \$3,040,000                               | \$4,085,440    | \$522,720         | \$3,562,720                                | \$4,130,169                                  |   |
| B            | General development  | 2014                                   | 80,000                           | 60,000         | 1.33                    | \$12          | \$720,000   | \$70                 | \$5,600,000                               | \$6,320,000    | \$360,000         | \$5,960,000                                | \$7,776,448                                  |   |
| C            | General development  | 2017                                   | 80,000                           | 60,000         | 1.33                    | \$12          | \$720,000   | \$70                 | \$5,600,000                               | \$6,320,000    | \$360,000         | \$5,960,000                                | \$8,497,535                                  |   |
| D            | General development  | 2020                                   | 80,000                           | 60,000         | 1.33                    | \$12          | \$720,000   | \$70                 | \$5,600,000                               | \$6,320,000    | \$360,000         | \$5,960,000                                | \$9,285,486                                  |   |
| E            | General development  | 2023                                   | 80,000                           | 60,000         | 1.33                    | \$12          | \$720,000   | \$70                 | \$5,600,000                               | \$6,320,000    | \$360,000         | \$5,960,000                                | \$10,146,501                                 |   |
| All projects |  |  | 1,513,000                        | 1,354,669      | 1.12                    | \$12          | \$16,256,026  | \$82                 | \$123,928,000                             | \$140,184,026  | \$11,145,240      | \$129,038,786                              | \$153,452,626                                |   |

\*Appraisal estimate is from City of College Station

**Schedule 4-City:  
Estimated Annual Appraisals and  
City Real Property Tax from the TIF Zone**

Assumptions:

Value taxable by City for 2005 is from Brazos Appraisal District. This figure makes allowance for partial exemptions and abatements.  
 Tax rate is for 2005. Actual rate will vary annually.  
 Estimated tax adjustment rate is an annual average. Appraisals may remain static one or two years, then rise in a third year.  
 Taxes are shown with the year levied. Receipts will lag appraisal dates by approximately 13 months.

| (a)          | (b)                            | (c)  | (d)   | (e)   | (f)                      | (g)                                    | (h)   | (i)                                | (j)                        |
|--------------|--------------------------------|--|---|---|--------------------------|--|---|------------------------------------|----------------------------|
| Program Year | Appraised Value for January 1, | Estimated BAD Appraisal of Taxable Real Property in Zone Carried Forward From Past Year; Annual Adjustment @ 2.00% | Anticipated Net Addition for New Development Added to Roll This Year (from separate schedule) | Total Estimated Taxable BAD Appraisal This Year | Captured Appraised Value | Real Property Tax on CAV @ \$0.0043940 | Percentage of Real Property Tax on CAV to TIF | Real Property Tax Increment to TIF | Real Property Tax Retained |
| Base         | 2005                           |  |   | \$70,701,743                                    |                          |  |   |                                    | \$310,663                  |
|              | 2006                           | \$72,115,778   | \$0   | \$72,115,778                                    | \$0                      | \$0                                    | 0%  | \$0                                | \$316,877                  |
| 1            | 2007                           | \$73,558,093   | \$0   | \$73,558,093                                    | \$1,442,316              | \$6,338                                | 100%  | \$6,338                            | \$316,877                  |
| 2            | 2008                           | \$75,029,255   | \$47,792,011  | \$122,821,266                                   | \$50,705,488             | \$222,800                              | 100%  | \$222,800                          | \$316,877                  |
| 3            | 2009                           | \$125,277,691  | \$43,234,519  | \$168,512,210                                   | \$96,396,432             | \$423,566                              | 100%  | \$423,566                          | \$316,877                  |
| 4            | 2010                           | \$171,882,454  | \$26,720,126  | \$198,602,581                                   | \$126,486,803            | \$555,783                              | 100%  | \$555,783                          | \$316,877                  |
| 5            | 2011                           | \$202,574,632  | \$0   | \$202,574,632                                   | \$130,458,854            | \$573,236                              | 100%  | \$573,236                          | \$316,877                  |
| 6            | 2012                           | \$206,626,125  | \$0   | \$206,626,125                                   | \$134,510,347            | \$591,038                              | 100%  | \$591,038                          | \$316,877                  |
| 7            | 2013                           | \$210,758,647  | \$0   | \$210,758,647                                   | \$138,642,869            | \$609,197                              | 100%  | \$609,197                          | \$316,877                  |
| 8            | 2014                           | \$214,973,820  | \$7,776,448   | \$222,750,268                                   | \$150,634,491            | \$661,888                              | 100%  | \$661,888                          | \$316,877                  |
| 9            | 2015                           | \$227,205,274  | \$0   | \$227,205,274                                   | \$155,089,496            | \$681,463                              | 100%  | \$681,463                          | \$316,877                  |
| 10           | 2016                           | \$231,749,379  | \$0   | \$231,749,379                                   | \$159,633,601            | \$701,430                              | 100%  | \$701,430                          | \$316,877                  |
| 11           | 2017                           | \$236,384,367  | \$8,497,535   | \$244,881,902                                   | \$172,766,124            | \$759,134                              | 100%  | \$759,134                          | \$316,877                  |
| 12           | 2018                           | \$249,779,540  | \$0   | \$249,779,540                                   | \$177,663,762            | \$780,655                              | 100%  | \$780,655                          | \$316,877                  |
| 13           | 2019                           | \$254,775,131  | \$0   | \$254,775,131                                   | \$182,659,353            | \$802,605                              | 100%  | \$802,605                          | \$316,877                  |
| 14           | 2020                           | \$259,870,633  | \$9,285,486   | \$269,156,119                                   | \$197,040,341            | \$865,795                              | 100%  | \$865,795                          | \$316,877                  |
| 15           | 2021                           | \$274,539,241  | \$0   | \$274,539,241                                   | \$202,423,464            | \$889,449                              | 100%  | \$889,449                          | \$316,877                  |
| 16           | 2022                           | \$280,030,026  | \$0   | \$280,030,026                                   | \$207,914,248            | \$913,575                              | 100%  | \$913,575                          | \$316,877                  |
| 17           | 2023                           | \$285,630,627  | \$10,146,501  | \$295,777,128                                   | \$223,661,350            | \$982,768                              | 100%  | \$982,768                          | \$316,877                  |
| 18           | 2024                           | \$301,692,670  | \$0   | \$301,692,670                                   | \$229,576,892            | \$1,008,761                            | 100%  | \$1,008,761                        | \$316,877                  |
| 19           | 2025                           | \$307,726,524  | \$0   | \$307,726,524                                   | \$235,610,746            | \$1,035,274                            | 100%  | \$1,035,274                        | \$316,877                  |
| 20           | 2026                           | \$313,881,054  | \$0   | \$313,881,054                                   | \$241,765,276            | \$1,062,317                            | 100%  | \$1,062,317                        | \$316,877                  |
| 21           | 2027                           | \$320,158,675  | \$0   | \$320,158,675                                   | \$248,042,897            | \$1,089,900                            | 100%  | \$1,089,900                        | \$316,877                  |
| 22           | 2028                           | \$326,561,849  | \$0   | \$326,561,849                                   | \$254,446,071            | \$1,118,036                            | 0%  | \$0                                | \$1,434,913                |
| 23           | 2029                           | \$333,093,086  | \$0   | \$333,093,086                                   | \$260,977,308            | \$1,146,734                            | 0%  | \$0                                | \$1,463,611                |
| 24           | 2030                           | \$339,754,948  | \$0   | \$339,754,948                                   | \$267,639,170            | \$1,176,007                            | 0%  | \$0                                | \$1,492,883                |
| 25           | 2031                           | \$346,550,046  | \$0   | \$346,550,046                                   | \$274,434,269            | \$1,205,864                            | 0%  | \$0                                | \$1,522,741                |
| 26           | 2032                           | \$353,481,047  | \$0   | \$353,481,047                                   | \$281,365,270            | \$1,236,319                            | 0%  | \$0                                | \$1,553,196                |
| 27           | 2033                           | \$360,550,668  | \$0   | \$360,550,668                                   | \$288,434,890            | \$1,267,383                            | 0%  | \$0                                | \$1,584,260                |
| 28           | 2034                           | \$367,761,682  | \$0   | \$367,761,682                                   | \$295,645,904            | \$1,299,068                            | 0%  | \$0                                | \$1,615,945                |
| 29           | 2035                           | \$375,116,915  | \$0   | \$375,116,915                                   | \$303,001,137            | \$1,331,387                            | 0%  | \$0                                | \$1,648,264                |
| Total        |                                |  | \$153,452,626   |   |                          | \$24,997,770                           |   | \$15,216,972                       | \$19,287,100               |

**Schedule 4-County:  
Estimated Annual Appraisals and  
Brazos County Real Property Tax from the TIF Zone**

Assumptions:

Value taxable by County for 2005 is from Brazos Appraisals District. This figure makes allowance for partial exemptions and abatements. County participates with "Maintenance and Operations" part of tax rate. 82.24% of total County tax rate in 2005. Tax rate is for 2005. Actual total rate and "C&M" rate (therefore percentage of tax to TIF fund) will vary annually. Estimated tax adjustment rate is an annual average. Appraisals may remain static one or two years, then rise in a third year. Taxes are shown with the year levied. Receipts will lag appraisal dates by approximately 13 months.

| (a)          | (b)                                 | (c)   | (d)  | (e)                 | (f)             | (g)                                  | (h)                             | (i)                                    | (j)                        |
|--------------|-------------------------------------|---|--|---------------------|-----------------|--------------------------------------|---------------------------------|--|----------------------------|
| Program Year | Appraised Value for January 1, 2005 | Estimated BAD Appraisal of Taxable Anticipated Real Property Net Addition in Zone for Carried Forward Development Added to Roll This Year | Estimated Taxable BAD Appraisal (from separate schedule) | This Year Appraisal | Appraised Value | Real Property Tax on CAV @ \$0.00465 | Real Property Tax on CAV to TIF | Percentage of Real Property Tax to TIF | Real Property Tax Retained |
| Base         | 2006                                | \$72,085,678  | \$0  | \$72,085,678        | \$0             | \$0                                  | \$0                             | 0.00%                                  | \$335,198                  |
| 1            | 2007                                | \$73,527,391  | \$0  | \$73,527,391        | \$1,441,714     | \$6,704                              | \$193,893                       | 82.24%                                 | \$377,080                  |
| 2            | 2008                                | \$74,997,939  | \$47,792,011   | \$122,789,950       | \$50,704,272    | \$235,775                            | \$439,674                       | 82.24%                                 | \$14,820                   |
| 3            | 2009                                | \$125,245,749   | \$43,234,519   | \$168,480,268       | \$66,394,590    | \$448,235                            | \$498,863                       | 82.24%                                 | \$439,674                  |
| 4            | 2010                                | \$171,849,873   | \$26,720,126   | \$198,569,999       | \$126,484,322   | \$588,152                            | \$483,676                       | 82.24%                                 | \$442,955                  |
| 5            | 2011                                | \$202,541,399   | \$0  | \$202,541,399       | \$130,455,721   | \$606,619                            | \$498,863                       | 82.24%                                 | \$446,301                  |
| 6            | 2012                                | \$206,592,227   | \$0  | \$206,592,227       | \$134,506,549   | \$625,455                            | \$498,863                       | 82.24%                                 | \$449,714                  |
| 7            | 2013                                | \$210,724,072   | \$0  | \$210,724,072       | \$138,638,394   | \$644,669                            | \$459,618                       | 82.24%                                 | \$459,618                  |
| 8            | 2014                                | \$214,938,553   | \$7,776,448  | \$222,715,001       | \$150,629,324   | \$700,426                            | \$463,297                       | 82.24%                                 | \$463,297                  |
| 9            | 2015                                | \$227,169,301   | \$0  | \$227,169,301       | \$155,083,624   | \$721,139                            | \$477,946                       | 82.24%                                 | \$502,392                  |
| 14           | 2020                                | \$259,830,917   | \$9,285,486  | \$269,116,402       | \$197,030,725   | \$916,193                            | \$519,933                       | 82.24%                                 | \$519,933                  |
| 15           | 2021                                | \$274,498,730   | \$0  | \$274,498,730       | \$202,413,053   | \$941,221                            | \$524,818                       | 82.24%                                 | \$524,818                  |
| 16           | 2022                                | \$279,988,705   | \$0  | \$279,988,705       | \$207,903,027   | \$966,749                            | \$529,802                       | 82.24%                                 | \$529,802                  |
| 17           | 2023                                | \$285,588,479   | \$10,146,501   | \$295,734,980       | \$223,649,303   | \$1,039,969                          | \$534,884                       | 82.24%                                 | \$534,884                  |
| 18           | 2024                                | \$301,649,680   | \$0  | \$301,649,680       | \$229,564,002   | \$1,067,473                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 19           | 2025                                | \$307,682,673   | \$0  | \$307,682,673       | \$235,596,996   | \$1,095,526                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 20           | 2026                                | \$313,836,327   | \$0  | \$313,836,327       | \$241,750,649   | \$1,124,141                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 21           | 2027                                | \$320,113,053   | \$0  | \$320,113,053       | \$248,027,376   | \$1,153,327                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 22           | 2028                                | \$326,515,315   | \$0  | \$326,515,315       | \$254,429,637   | \$1,183,098                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 23           | 2029                                | \$333,045,621   | \$0  | \$333,045,621       | \$260,959,943   | \$1,213,464                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 24           | 2030                                | \$339,706,533   | \$0  | \$339,706,533       | \$267,620,856   | \$1,244,437                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 25           | 2031                                | \$346,500,664   | \$0  | \$346,500,664       | \$274,414,986   | \$1,276,030                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 26           | 2032                                | \$353,430,677   | \$0  | \$353,430,677       | \$281,345,000   | \$1,308,254                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 27           | 2033                                | \$360,499,291   | \$0  | \$360,499,291       | \$288,413,613   | \$1,341,23                           | \$548,457                       | 82.24%                                 | \$548,457                  |
| 28           | 2034                                | \$367,709,277   | \$0  | \$367,709,277       | \$295,623,599   | \$1,374,650                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| 29           | 2035                                | \$375,063,462   | \$0  | \$375,063,462       | \$302,977,784   | \$1,408,847                          | \$548,457                       | 82.24%                                 | \$548,457                  |
| <b>Total</b> |                                     | \$153,452,626   | \$0  | \$153,452,626       | \$26,452,692    | \$13,236,868                         | \$23,271,777                    |  | \$1,744,045                |

**Schedule 4-ISD:  
Estimated Annual Appraisals and  
College Station ISD Real Property Tax from the TIF Zone**

Assumptions:

Value taxable by ISD for 2005 is from Brazos Appraisal District. This figure makes allowance for partial exemptions and abatements.  
 Tax rate is for 2005. Actual rate will vary annually.  
 Estimated tax adjustment rate is an annual average. Appraisals may remain static one or two years, then rise in a third year.  
 Taxes are shown with the year levied. Receipts will lag appraisal dates by approximately 13 months.

| (a)          | (b)                            | (c)  | (d)   | (e)   | (f)                      | (g)                                  | (h)   | (i)                                | (j)                        |
|--------------|--------------------------------|--|---|---|--------------------------|--------------------------------------|---|------------------------------------|----------------------------|
| Program Year | Appraised Value for January 1, | Estimated BAD Appraisal of Taxable Real Property in Zone Carried Forward From Past Year, Annual Adjustment @ 2.00% | Anticipated Net Addition for Development Added to Roll This Year (from separate schedule) | Total Estimated Taxable BAD Appraisal This Year | Captured Appraised Value | Real Property Tax on CAV @ \$0.01675 | Percentage of Real Property Tax on CAV to TIF | Real Property Tax Increment to TIF | Real Property Tax Retained |
|              | 2005                           |  | \$0   | \$70,551,743                                    |                          |                                      |   |                                    | \$1,181,742                |
| Base         | 2006                           | \$71,962,778   | \$0   | \$71,962,778                                    | \$0                      | \$0                                  | 0%  | \$0                                | \$1,205,377                |
| 1            | 2007                           | \$73,402,033   | \$0   | \$73,402,033                                    | \$1,439,256              | \$24,108                             | 0%  | \$0                                | \$1,229,484                |
| 2            | 2008                           | \$74,870,074   | \$47,792,011  | \$122,662,085                                   | \$50,699,307             | \$849,213                            | 0%  | \$0                                | \$2,054,590                |
| 3            | 2009                           | \$125,115,327  | \$43,234,519  | \$168,349,845                                   | \$96,387,067             | \$1,614,483                          | 0%  | \$0                                | \$2,819,860                |
| 4            | 2010                           | \$171,716,842  | \$26,720,126  | \$198,436,968                                   | \$126,474,191            | \$2,118,443                          | 0%  | \$0                                | \$3,323,819                |
| 5            | 2011                           | \$202,405,708  | \$0   | \$202,405,708                                   | \$130,442,930            | \$2,184,919                          | 0%  | \$0                                | \$3,390,296                |
| 6            | 2012                           | \$206,453,822  | \$0   | \$206,453,822                                   | \$134,491,044            | \$2,252,725                          | 0%  | \$0                                | \$3,458,102                |
| 7            | 2013                           | \$210,582,898  | \$0   | \$210,582,898                                   | \$138,620,121            | \$2,321,887                          | 0%  | \$0                                | \$3,527,264                |
| 8            | 2014                           | \$214,794,556  | \$7,776,448   | \$222,571,005                                   | \$150,608,227            | \$2,522,688                          | 0%  | \$0                                | \$3,728,064                |
| 9            | 2015                           | \$227,022,425  | \$0   | \$227,022,425                                   | \$155,059,647            | \$2,597,249                          | 0%  | \$0                                | \$3,802,626                |
| 10           | 2016                           | \$231,562,873  | \$0   | \$231,562,873                                   | \$159,600,095            | \$2,673,302                          | 0%  | \$0                                | \$3,878,678                |
| 11           | 2017                           | \$236,194,131  | \$8,497,535   | \$244,691,666                                   | \$172,728,888            | \$2,893,209                          | 0%  | \$0                                | \$4,098,585                |
| 12           | 2018                           | \$249,585,499  | \$0   | \$249,585,499                                   | \$177,622,721            | \$2,975,181                          | 0%  | \$0                                | \$4,180,557                |
| 13           | 2019                           | \$254,577,209  | \$0   | \$254,577,209                                   | \$182,614,431            | \$3,058,792                          | 0%  | \$0                                | \$4,264,168                |
| 14           | 2020                           | \$259,668,753  | \$9,285,486   | \$268,954,239                                   | \$196,991,461            | \$3,299,607                          | 0%  | \$0                                | \$4,504,983                |
| 15           | 2021                           | \$274,333,324  | \$0   | \$274,333,324                                   | \$202,370,546            | \$3,389,707                          | 0%  | \$0                                | \$4,595,083                |
| 16           | 2022                           | \$279,819,990  | \$0   | \$279,819,990                                   | \$207,857,212            | \$3,481,608                          | 0%  | \$0                                | \$4,686,985                |
| 17           | 2023                           | \$285,416,390  | \$10,146,501  | \$295,562,891                                   | \$223,600,113            | \$3,745,302                          | 0%  | \$0                                | \$4,950,678                |
| 18           | 2024                           | \$301,474,149  | \$0   | \$301,474,149                                   | \$229,511,371            | \$3,844,315                          | 0%  | \$0                                | \$5,049,692                |
| 19           | 2025                           | \$307,503,632  | \$0   | \$307,503,632                                   | \$235,540,854            | \$3,945,309                          | 0%  | \$0                                | \$5,150,686                |
| 20           | 2026                           | \$313,653,704  | \$0   | \$313,653,704                                   | \$241,690,926            | \$4,048,323                          | 0%  | \$0                                | \$5,253,700                |
| 21           | 2027                           | \$319,926,778  | \$0   | \$319,926,778                                   | \$247,964,001            | \$4,153,397                          | 0%  | \$0                                | \$5,358,774                |
| 22           | 2028                           | \$326,325,314  | \$0   | \$326,325,314                                   | \$254,362,536            | \$4,260,572                          | 0%  | \$0                                | \$5,465,949                |
| 23           | 2029                           | \$332,851,820  | \$0   | \$332,851,820                                   | \$260,889,042            | \$4,369,891                          | 0%  | \$0                                | \$5,575,268                |
| 24           | 2030                           | \$339,508,857  | \$0   | \$339,508,857                                   | \$267,546,079            | \$4,481,397                          | 0%  | \$0                                | \$5,686,773                |
| 25           | 2031                           | \$346,299,034  | \$0   | \$346,299,034                                   | \$274,336,256            | \$4,595,132                          | 0%  | \$0                                | \$5,800,509                |
| 26           | 2032                           | \$353,225,014  | \$0   | \$353,225,014                                   | \$281,262,237            | \$4,711,142                          | 0%  | \$0                                | \$5,916,519                |
| 27           | 2033                           | \$360,289,515  | \$0   | \$360,289,515                                   | \$288,326,737            | \$4,829,473                          | 0%  | \$0                                | \$6,034,849                |
| 28           | 2034                           | \$367,495,305  | \$0   | \$367,495,305                                   | \$295,532,527            | \$4,950,170                          | 0%  | \$0                                | \$6,155,546                |
| 29           | 2035                           | \$374,845,211  | \$0   | \$374,845,211                                   | \$302,882,433            | \$5,073,281                          | 0%  | \$0                                | \$6,278,657                |
| Total        |                                |  | \$153,452,626   |   |                          | \$95,264,825                         |   | \$0                                | \$131,426,121              |

## Schedule 5: TIF Fund Sources and Uses of Cash (Debt Service Schedule)

**Assumptions:**

Annual TIF fund receipts from taxes and expenditures for TIF project cost principal are from separate schedules.

Tax receipts are entered for the year *received*, not the year of appraisal.

Receipts and expenditures, except debt service on certificates, occur at mid-year.

City authorizes certificates of obligation, receives proceeds in early 2007.

Issue amount:  Term (years):

Annual interest: , compounded semi-annually; level payments each September and March.

Annual interest earned on TIF fund cash balances:

Recovery of City cash contributions for the convention center (except tax increments) is subordinate to all other project costs.

| Fiscal year beginning October 1,<br>and ended September 30, | 2005        | 2006         | 2007         | 2008        | 2009        | 2010        | 2011        | 2012        | 2013        | 2014 |
|---|-------------|--------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|------|
|   | 2006        | 2007         | 2008         | 2009        | 2010        | 2011        | 2012        | 2013        | 2013        | 2014 |
| <b>SOURCES</b>  |             |              |              |             |             |             |             |             |             |      |
| From City tax increments                                    |             | \$0          | \$6,338      | \$222,800   | \$423,566   | \$555,783   | \$573,236   | \$591,038   | \$609,197   |      |
| From County tax increments                                  |             | \$0          | \$0          | \$193,893   | \$368,613   | \$483,676   | \$498,863   | \$514,353   | \$530,153   |      |
| Annual real property tax increment receipts                 | \$0         | \$0          | \$6,338      | \$416,693   | \$792,179   | \$1,039,459 | \$1,072,099 | \$1,105,392 | \$1,139,350 |      |
| Cash contributions from City                                | \$1,100,000 | \$0          | \$2,500,000  | \$0         | \$800,000   | \$0         | \$0         | \$0         | \$0         |      |
| Hotel occupancy tax from TIF zone impact                    | \$0         | \$0          | \$0          | \$416,408   | \$557,701   | \$620,586   | \$690,549   | \$746,982   | \$766,070   |      |
| Other hotel occupancy tax                                   | \$0         | \$0          | \$0          | \$650,000   | \$650,000   | \$0         | \$0         | \$0         | \$0         |      |
| Annual receipts before borrowing                            | \$1,100,000 | \$0          | \$2,506,338  | \$1,483,101 | \$2,799,880 | \$1,660,045 | \$1,762,648 | \$1,852,374 | \$1,905,420 |      |
| Plus City certificates proceeds                             | \$0         | \$25,000,000 | \$0          | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |      |
| Total receipts for year                                     | \$1,100,000 | \$25,000,000 | \$2,506,338  | \$1,483,101 | \$2,799,880 | \$1,660,045 | \$1,762,648 | \$1,852,374 | \$1,905,420 |      |
| Plus cash carried from end of previous year                 |             | \$100,000    | \$7,885,016  | \$715,045   | \$175,325   | \$944,520   | \$589,421   | \$329,513   | \$154,280   |      |
| Total cash available from all sources                       | \$1,100,000 | \$25,100,000 | \$10,391,353 | \$2,198,146 | \$2,975,205 | \$2,604,565 | \$2,352,069 | \$2,181,886 | \$2,059,699 |      |
| <b>USES</b>   |             |              |              |             |             |             |             |             |             |      |
| <b>Project costs, except debt service</b>                   |             |              |              |             |             |             |             |             |             |      |
| City TIF management fee                                     | \$0         | \$0          | \$0          | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |      |
| Public improvement expenditures                             | \$1,000,000 | \$16,200,000 | \$7,800,000  | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |      |
| Total fees and improvements                                 | \$1,000,000 | \$16,200,000 | \$7,800,000  | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |      |
| Net cash available before debt service                      | \$100,000   | \$8,900,000  | \$2,591,353  | \$2,198,146 | \$2,975,205 | \$2,604,565 | \$2,352,069 | \$2,181,886 | \$2,059,699 |      |
| <b>Debt service on certificates of obligation</b>           |             |              |              |             |             |             |             |             |             |      |
| Interest  |             | \$656,250    | \$1,283,844  | \$1,243,945 | \$1,201,925 | \$1,157,669 | \$1,111,059 | \$1,061,971 | \$1,010,271 |      |
| Principal   |             | \$360,734    | \$750,125    | \$790,023   | \$832,044   | \$876,300   | \$922,909   | \$971,998   | \$1,023,698 |      |
| Total   |             | \$1,016,984  | \$2,033,969  | \$2,033,969 | \$2,033,969 | \$2,033,969 | \$2,033,969 | \$2,033,969 | \$2,033,969 |      |
| <b>CASH BALANCE AFTER DEBT SERVICE</b>                      |             |              |              |             |             |             |             |             |             |      |
| Cash before earned interest this year                       | \$100,000   | \$7,883,016  | \$557,385    | \$164,177   | \$941,237   | \$570,597   | \$318,101   | \$147,918   | \$25,731    |      |
| Earned interest on cash balance this year                   | \$0         | \$2,000      | \$157,660    | \$11,148    | \$3,284     | \$18,825    | \$11,412    | \$6,362     | \$2,958     |      |
| Balance after earned interest                               | \$100,000   | \$7,885,016  | \$715,045    | \$175,325   | \$944,520   | \$589,421   | \$329,513   | \$154,280   | \$28,689    |      |
| Debt coverage ratio from listed sources                     |             | 8.75         | 1.27         | 1.08        | 1.46        | 1.28        | 1.16        | 1.07        | 1.01        |      |
| Reimbursement of cash contributions from City               | \$0         | \$0          | \$0          | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |      |

**Schedule 5:  
TIF Fund Sources and Uses of Cash (Debt Service Schedule)**

| Fiscal year beginning October 1,<br>and ended September 30, | 2014<br>2015 | 2015<br>2016 | 2016<br>2017 | 2017<br>2018 | 2018<br>2019 | 2019<br>2020 | 2020<br>2021 | 2021<br>2022 | 2022<br>2023 |  |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|
| <b>SOURCES</b>  |              |              |              |              |              |              |              |              |              |  |
| From City tax increments                                    | \$661,888    | \$681,463    | \$701,430    | \$759,134    | \$780,655    | \$802,605    | \$865,795    | \$889,449    | \$913,575    |  |
| From County tax increments                                  | \$576,007    | \$593,040    | \$610,414    | \$660,630    | \$679,355    | \$698,456    | \$753,445    | \$774,028    | \$795,021    |  |
| Annual real property tax increment receipts                 | \$1,237,894  | \$1,274,503  | \$1,311,844  | \$1,419,764  | \$1,460,010  | \$1,501,061  | \$1,619,241  | \$1,663,476  | \$1,708,596  |  |
| Cash contributions from City                                | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |  |
| Hotel occupancy tax from TIF zone impact                    | \$780,291    | \$796,777    | \$811,532    | \$825,563    | \$839,874    | \$854,472    | \$869,361    | \$884,549    | \$900,040    |  |
| Other hotel occupancy tax                                   | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |  |
| Annual receipts before borrowing                            | \$2,018,186  | \$2,071,280  | \$2,123,376  | \$2,245,327  | \$2,299,884  | \$2,355,533  | \$2,488,602  | \$2,548,025  | \$2,608,636  |  |
| Plus City certificates proceeds                             | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |  |
| Total receipts for year                                     | \$2,018,186  | \$2,071,280  | \$2,123,376  | \$2,245,327  | \$2,299,884  | \$2,355,533  | \$2,488,602  | \$2,548,025  | \$2,608,636  |  |
| Plus cash carried from end of previous year                 | \$28,689     | \$13,421     | \$50,990     | \$141,412    | \$355,579    | \$628,550    | \$962,544    | \$1,436,180  | \$1,978,579  |  |
| Total cash available from all sources                       | \$2,046,875  | \$2,084,701  | \$2,174,366  | \$2,386,740  | \$2,655,463  | \$2,984,083  | \$3,451,146  | \$3,984,204  | \$4,587,215  |  |
| <b>USES</b>   |              |              |              |              |              |              |              |              |              |  |
| <b>Project costs, except debt service</b>                   |              |              |              |              |              |              |              |              |              |  |
| City TIF management fee                                     | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |  |
| Public improvement expenditures                             | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |  |
| Total fees and improvements                                 | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |  |
| Net cash available before debt service                      | \$2,046,875  | \$2,084,701  | \$2,174,366  | \$2,386,740  | \$2,655,463  | \$2,984,083  | \$3,451,146  | \$3,984,204  | \$4,587,215  |  |
| <b>Debt service on certificates of obligation</b>           |              |              |              |              |              |              |              |              |              |  |
| Interest  | \$955,821    | \$898,476    | \$838,080    | \$774,472    | \$707,480    | \$636,926    | \$562,618    | \$484,359    | \$401,936    |  |
| Principal   | \$1,078,147  | \$1,135,493  | \$1,195,889  | \$1,259,497  | \$1,326,488  | \$1,397,043  | \$1,471,350  | \$1,549,610  | \$1,632,032  |  |
| Total   | \$2,033,969  | \$2,033,969  | \$2,033,969  | \$2,033,969  | \$2,033,969  | \$2,033,969  | \$2,033,969  | \$2,033,969  | \$2,033,969  |  |
| <b>CASH BALANCE AFTER DEBT SERVICE</b>                      |              |              |              |              |              |              |              |              |              |  |
| Cash before earned interest this year                       | \$12,906     | \$50,732     | \$140,398    | \$352,771    | \$621,495    | \$950,114    | \$1,417,177  | \$1,950,236  | \$2,553,247  |  |
| Earned interest on cash balance this year                   | \$515        | \$258        | \$1,015      | \$2,808      | \$7,055      | \$12,430     | \$19,002     | \$28,344     | \$39,005     |  |
| Balance after earned interest                               | \$13,421     | \$50,990     | \$141,412    | \$355,579    | \$628,550    | \$962,544    | \$1,436,180  | \$1,978,579  | \$2,592,251  |  |
| Debt coverage ratio from listed sources                     | 1.01         | 1.02         | 1.07         | 1.17         | 1.31         | 1.47         | 1.70         | 1.96         | 2.26         |  |
| Reimbursement of cash contributions from City               | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |  |

**Schedule 5:  
TIF Fund Sources and Uses of Cash (Debt Service Schedule)**

| Fiscal year beginning October 1,<br>and ended September 30, | 2023<br>2024 | 2024<br>2025 | 2025<br>2026 | 2026<br>2027 | 2027<br>2028 | 2028<br>2029 | 2029<br>2030 | 2030<br>2031 | Cumulative                                   |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|
| <b>SOURCES</b>  |              |              |              |              |              |              |              |              |  |
| From City tax increments                                    | \$982,768    | \$1,008,761  | \$1,035,274  | \$1,062,317  | \$1,089,900  | \$0          | \$0          | \$0          | \$15,216,972                                 |
| From County tax increments                                  | \$855,235    | \$877,853    | \$900,923    | \$924,454    | \$948,457    | \$0          | \$0          | \$0          | \$13,236,868                                 |
| Annual real property tax increment receipts                 | \$1,838,003  | \$1,886,614  | \$1,936,197  | \$1,986,771  | \$2,038,357  | \$0          | \$0          | \$0          | \$28,453,839                                 |
| Cash contributions from City                                | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$4,400,000                                  |
| Hotel occupancy tax from TIF zone impact                    | \$915,840    | \$931,957    | \$948,396    | \$965,164    | \$0          | \$0          | \$0          | \$0          | \$15,122,113                                 |
| Other hotel occupancy tax                                   | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$1,300,000                                  |
| Annual receipts before borrowing                            | \$2,753,843  | \$2,818,571  | \$2,884,593  | \$2,951,935  | \$2,038,357  | \$0          | \$0          | \$0          | \$49,275,953                                 |
| Plus City certificates proceeds                             | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0  |
| Total receipts for year                                     | \$2,753,843  | \$2,818,571  | \$2,884,593  | \$2,951,935  | \$2,038,357  | \$0          | \$0          | \$0          | \$0  |
| Plus cash carried from end of previous year                 | \$2,592,251  | \$3,363,191  | \$4,214,036  | \$5,147,616  | \$2,783,860  | \$0          | \$0          | \$0          | \$0  |
| Total cash available from all sources                       | \$5,346,095  | \$6,181,762  | \$7,098,628  | \$8,099,551  | \$4,822,217  | \$0          | \$0          | \$0          | \$0  |
| <b>USES</b>   |              |              |              |              |              |              |              |              |  |
| <b>Project costs, except debt service</b>                   |              |              |              |              |              |              |              |              |  |
| City TIF management fee                                     | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0  |
| Public improvement expenditures                             | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$25,000,000                                 |
| Total fees and improvements                                 | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$25,000,000                                 |
| Net cash available before debt service                      | \$5,346,095  | \$6,181,762  | \$7,098,628  | \$8,099,551  | \$4,822,217  | \$0          | \$0          | \$0          | \$0  |
| <b>Debt service on certificates of obligation</b>           |              |              |              |              |              |              |              |              |  |
| Interest  | \$315,130    | \$223,707    | \$127,421    | \$26,013     | \$0          | \$0          | \$0          | \$0          | \$15,679,372                                 |
| Principal   | \$1,718,839  | \$1,810,262  | \$1,906,548  | \$990,971    | \$0          | \$0          | \$0          | \$0          | \$25,000,000                                 |
| Total   | \$2,033,969  | \$2,033,969  | \$2,033,969  | \$1,016,984  | \$0          | \$0          | \$0          | \$0          | \$40,679,372                                 |
| <b>CASH BALANCE AFTER DEBT SERVICE</b>                      |              |              |              |              |              |              |              |              |  |
| Cash before earned interest this year                       | \$3,312,126  | \$4,147,793  | \$5,064,660  | \$7,082,567  | \$4,822,217  | \$0          | \$0          | \$0          | \$0  |
| Earned interest on cash balance this year                   | \$51,065     | \$66,243     | \$82,956     | \$101,293    | \$0          | \$0          | \$0          | \$0          | \$0  |
| Balance after earned interest                               | \$3,363,191  | \$4,214,036  | \$5,147,616  | \$7,183,860  | \$4,822,217  | \$0          | \$0          | \$0          | \$0  |
|   |              |              |              |              |              |              |              |              | Residual balance prorated to City and County |
| Debt coverage ratio from listed sources                     | 2.63         | 3.04         | 3.49         | 7.96         |              |              |              |              |  |
| Reimbursement of cash contributions from City               | \$0          | \$0          | \$0          | \$4,400,000  | \$0          | \$0          | \$0          | \$0          | \$4,400,000                                  |

**Schedule 6:  
Estimated City Hotel Occupancy Tax**

Assumptions:

Average daily rate increases  annual for 4 years, then,  annually.  
Occupancy increases  annually until reaching

| (a)<br>Program Year | (b)<br>Fiscal Year Ended Sept. 30, | (c) Full-Service Hotel in TIF Zone |                           |                         |  |                                       | (d) Second Hotel in TIF Zone     |                           |                         |  |                                       | (m)<br>Plus Occupancy Tax from Outside Zone Attributed to Convention Center | (n)<br>Total Impact-Related Hotel Occupancy Tax to Convention Center | (o)<br>City Hotel Occupancy Tax From Zone for Other Purposes |     |
|---------------------|------------------------------------|------------------------------------|---------------------------|-------------------------|--|---------------------------------------|----------------------------------|---------------------------|-------------------------|--|---------------------------------------|---|--|--|-----|
|                     |                                    | (c)<br>Cumulative New Hotel Keys   | (e)<br>Average Daily Rate | (f)<br>Annual Occupancy | (g)<br>Annual Room Sales, Less 15% Exempt from Occupancy Tax | (h)<br>City Hotel Occupancy Tax 7.00% | (i)<br>Cumulative New Hotel Keys | (j)<br>Average Daily Rate | (k)<br>Annual Occupancy | (l)<br>Annual Room Sales, Less 15% Exempt from Occupancy Tax | (m)<br>City Hotel Occupancy Tax 7.00% |   |  |  |     |
| Base                | 2006                               | 0                                  | \$0                       | 0%                      | \$0  | \$0                                   | 0                                | \$0                       | 0%                      | \$0  | \$0                                   | \$0   | \$0  | \$0  | \$0 |
| 1                   | 2007                               | 0                                  | \$0                       | 0%                      | \$0  | \$0                                   | 0                                | \$0                       | 0%                      | \$0  | \$0                                   | \$0   | \$0  | \$0  | \$0 |
| 2                   | 2008                               | 0                                  | \$0                       | 0%                      | \$0  | \$0                                   | 0                                | \$0                       | 0%                      | \$0  | \$0                                   | \$0   | \$0  | \$0  | \$0 |
| 3                   | 2009                               | 250                                | \$115                     | 55%                     | \$4,905,828  | \$343,408                             | 0                                | \$0                       | 0%                      | \$0  | \$0                                   | \$73,000  | \$416,408  | \$0  |     |
| 4                   | 2010                               | 250                                | \$120                     | 59%                     | \$5,459,206  | \$382,144                             | 100                              | \$80                      | 55%                     | \$1,365,100  | \$95,557                              | \$80,000  | \$557,701  | \$0  |     |
| 5                   | 2011                               | 250                                | \$124                     | 63%                     | \$6,075,004  | \$425,250                             | 100                              | \$83                      | 59%                     | \$1,519,083  | \$106,336                             | \$89,000  | \$620,586  | \$0  |     |
| 6                   | 2012                               | 250                                | \$129                     | 67%                     | \$6,760,264  | \$473,219                             | 100                              | \$87                      | 63%                     | \$1,690,436  | \$118,331                             | \$99,000  | \$690,549  | \$0  |     |
| 7                   | 2013                               | 250                                | \$135                     | 70%                     | \$7,304,341  | \$511,304                             | 100                              | \$90                      | 67%                     | \$1,881,117  | \$131,678                             | \$104,000   | \$746,982  | \$0  |     |
| 8                   | 2014                               | 250                                | \$137                     | 70%                     | \$7,450,428  | \$521,530                             | 100                              | \$92                      | 70%                     | \$1,993,425  | \$139,540                             | \$105,000   | \$766,070  | \$0  |     |
| 9                   | 2015                               | 250                                | \$140                     | 70%                     | \$7,599,436  | \$531,961                             | 100                              | \$94                      | 70%                     | \$2,033,294  | \$142,331                             | \$106,000   | \$780,291  | \$0  |     |
| 10                  | 2016                               | 250                                | \$143                     | 70%                     | \$7,751,425  | \$542,600                             | 100                              | \$95                      | 70%                     | \$2,073,960  | \$145,177                             | \$109,000   | \$796,777  | \$0  |     |
| 11                  | 2017                               | 250                                | \$146                     | 70%                     | \$7,906,454  | \$553,452                             | 100                              | \$97                      | 70%                     | \$2,115,439  | \$148,081                             | \$110,000   | \$811,532  | \$0  |     |
| 12                  | 2018                               | 250                                | \$149                     | 70%                     | \$8,064,583  | \$564,521                             | 100                              | \$99                      | 70%                     | \$2,157,748  | \$151,042                             | \$110,000   | \$825,563  | \$0  |     |
| 13                  | 2019                               | 250                                | \$152                     | 70%                     | \$8,225,874  | \$575,811                             | 100                              | \$101                     | 70%                     | \$2,200,903  | \$154,063                             | \$110,000   | \$839,874  | \$0  |     |
| 14                  | 2020                               | 250                                | \$155                     | 70%                     | \$8,390,392  | \$587,327                             | 100                              | \$103                     | 70%                     | \$2,244,921  | \$157,144                             | \$110,000   | \$854,472  | \$0  |     |
| 15                  | 2021                               | 250                                | \$158                     | 70%                     | \$8,558,200  | \$599,074                             | 100                              | \$105                     | 70%                     | \$2,289,819  | \$160,287                             | \$110,000   | \$869,361  | \$0  |     |
| 16                  | 2022                               | 250                                | \$161                     | 70%                     | \$8,729,364  | \$611,055                             | 100                              | \$108                     | 70%                     | \$2,335,616  | \$163,493                             | \$110,000   | \$884,549  | \$0  |     |
| 17                  | 2023                               | 250                                | \$164                     | 70%                     | \$8,903,951  | \$623,277                             | 100                              | \$110                     | 70%                     | \$2,382,328  | \$166,763                             | \$110,000   | \$900,040  | \$0  |     |
| 18                  | 2024                               | 250                                | \$167                     | 70%                     | \$9,082,030  | \$635,742                             | 100                              | \$112                     | 70%                     | \$2,429,975  | \$170,098                             | \$110,000   | \$915,840  | \$0  |     |
| 19                  | 2025                               | 250                                | \$171                     | 70%                     | \$9,263,670  | \$648,457                             | 100                              | \$114                     | 70%                     | \$2,478,574  | \$173,500                             | \$110,000   | \$931,957  | \$0  |     |
| 20                  | 2026                               | 250                                | \$174                     | 70%                     | \$9,448,944  | \$661,426                             | 100                              | \$116                     | 70%                     | \$2,528,146  | \$176,970                             | \$110,000   | \$948,396  | \$0  |     |
| 21                  | 2027                               | 250                                | \$178                     | 70%                     | \$9,637,923  | \$674,655                             | 100                              | \$119                     | 70%                     | \$2,578,708  | \$180,510                             | \$110,000   | \$965,164  | \$0  |     |
| 22                  | 2028                               | 250                                | \$181                     | 70%                     | \$9,830,681  | \$688,148                             | 100                              | \$121                     | 70%                     | \$2,630,283  | \$184,120                             | \$110,000   | \$0  | \$872,267  |     |
| 23                  | 2029                               | 250                                | \$185                     | 70%                     | \$10,027,295   | \$701,911                             | 100                              | \$124                     | 70%                     | \$2,682,888  | \$187,802                             | \$110,000   | \$0  | \$889,713  |     |
| 24                  | 2030                               | 250                                | \$188                     | 70%                     | \$10,227,841   | \$715,949                             | 100                              | \$126                     | 70%                     | \$2,736,546  | \$191,558                             | \$110,000   | \$0  | \$907,507  |     |
| 25                  | 2031                               | 250                                | \$192                     | 70%                     | \$10,432,398   | \$730,268                             | 100                              | \$129                     | 70%                     | \$2,791,277  | \$195,389                             | \$110,000   | \$0  | \$925,657  |     |
| 26                  | 2032                               | 250                                | \$196                     | 70%                     | \$10,641,045   | \$744,873                             | 100                              | \$131                     | 70%                     | \$2,847,102  | \$199,297                             | \$110,000   | \$0  | \$944,170  |     |
| 27                  | 2033                               | 250                                | \$200                     | 70%                     | \$10,853,866   | \$759,771                             | 100                              | \$134                     | 70%                     | \$2,904,045  | \$203,283                             | \$110,000   | \$0  | \$963,054  |     |
| 28                  | 2034                               | 250                                | \$204                     | 70%                     | \$11,070,944   | \$774,966                             | 100                              | \$136                     | 70%                     | \$2,962,125  | \$207,349                             | \$110,000   | \$0  | \$982,315  |     |
| 29                  | 2035                               | 250                                | \$208                     | 70%                     | \$11,292,363   | \$790,465                             | 100                              | \$139                     | 70%                     | \$3,021,368  | \$211,496                             | \$110,000   | \$0  | \$1,001,961  |     |
| <b>Total</b>        |                                    |                                    |                           |                         | <b>\$233,893,748</b>   | <b>\$16,372,562</b>                   |                                  |                           |                         | <b>\$60,874,226</b>  | <b>\$4,261,196</b>                    |   | <b>\$15,122,113</b>  | <b>\$7,486,645</b>   |     |

**Schedule 7:  
Estimated Business Personal Property Tax  
From New Development in the TIF Zone**

Taxes in this schedule are shown with the year levied. Receipts will lag appraisal dates by approximately 13 months.  
No floor area from "general development" identified in separate schedule of anticipated development is credited in this schedule.

| (a)<br>Program | (b)<br>Appraised Value for Year | (c)<br>Cumulative Retail/Rest. | (d)<br>Non-residential Office | (e)<br>Floor Area Hotel | (f)<br>Projects Since 2005 Other | (g)<br>Total | (f)<br>Business Personal Property Appraisal<br>in New Development Since 2005, Plus Annual 1.00% |           |             |             | (k)<br>Total | (l)   | (m)   | (n)  |
|----------------|---------------------------------|--------------------------------|-------------------------------|-------------------------|----------------------------------|--------------|---|-----------|-------------|-------------|--------------|---|---|--|
|                |                                 |                                |                               |                         |                                  |              | Retail/Rest.  | Office    | Hotel       | Other       |              | City Business Personal Property Tax From New Projects @ | County Business Personal Property Tax From New Projects @ | ISD Business Personal Property Tax From New Projects @ |
|                |                                 |                                |                               |                         |                                  |              | \$30  | \$10      | \$10        | \$0         |              | \$0.004394  | \$0.004650  | \$0.016750   |
|                |                                 |                                |                               |                         |                                  |              | per SF  |           |             |             |              |   |   |  |
| Base           | 2005                            |                                |                               |                         |                                  |              |   |           |             |             |              |   |   |  |
|                | 2006                            | 0                              | 0                             | 0                       | 0                                | 0            | \$0   | \$0       | \$0         | \$0         | \$0          | \$0   | \$0   |  |
| 1              | 2007                            | 0                              | 0                             | 0                       | 0                                | 0            | \$0   | \$0       | \$0         | \$0         | \$0          | \$0   | \$0   |  |
| 2              | 2008                            | 60,000                         | 0                             | 0                       | 0                                | 60,000       | \$1,854,542   | \$0       | \$0         | \$1,854,542 | \$8,149      | \$8,624   | \$31,064  |  |
| 3              | 2009                            | 80,000                         | 30,000                        | 225,000                 | 0                                | 335,000      | \$2,497,450   | \$312,181 | \$2,341,359 | \$0         | \$5,150,990  | \$22,633  | \$23,952  | \$86,279   |
| 4              | 2010                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,306,060   | \$315,303 | \$2,764,156 | \$0         | \$9,385,520  | \$41,240  | \$43,643  | \$157,207  |
| 5              | 2011                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,369,121   | \$318,456 | \$2,791,798 | \$0         | \$9,479,375  | \$41,652  | \$44,079  | \$158,780  |
| 6              | 2012                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,432,812   | \$321,641 | \$2,819,716 | \$0         | \$9,574,169  | \$42,069  | \$44,520  | \$160,367  |
| 7              | 2013                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,497,140   | \$324,857 | \$2,847,913 | \$0         | \$9,669,910  | \$42,490  | \$44,965  | \$161,971  |
| 8              | 2014                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,562,112   | \$328,106 | \$2,876,392 | \$0         | \$9,766,609  | \$42,914  | \$45,415  | \$163,591  |
| 9              | 2015                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,627,733   | \$331,387 | \$2,905,156 | \$0         | \$9,864,276  | \$43,344  | \$45,869  | \$165,227  |
| 10             | 2016                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,694,010   | \$334,701 | \$2,934,208 | \$0         | \$9,962,918  | \$43,777  | \$46,328  | \$166,879  |
| 11             | 2017                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,760,950   | \$338,048 | \$2,963,550 | \$0         | \$10,062,548 | \$44,215  | \$46,791  | \$168,548  |
| 12             | 2018                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,828,560   | \$341,428 | \$2,993,185 | \$0         | \$10,163,173 | \$44,657  | \$47,259  | \$170,233  |
| 13             | 2019                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,896,845   | \$344,842 | \$3,023,117 | \$0         | \$10,264,805 | \$45,104  | \$47,731  | \$171,935  |
| 14             | 2020                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$6,965,814   | \$348,291 | \$3,053,348 | \$0         | \$10,367,453 | \$45,555  | \$48,209  | \$173,655  |
| 15             | 2021                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,035,472   | \$351,774 | \$3,083,882 | \$0         | \$10,471,127 | \$46,010  | \$48,691  | \$175,391  |
| 16             | 2022                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,105,827   | \$355,291 | \$3,114,721 | \$0         | \$10,575,839 | \$46,470  | \$49,178  | \$177,145  |
| 17             | 2023                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,176,885   | \$358,844 | \$3,145,868 | \$0         | \$10,681,597 | \$46,935  | \$49,669  | \$178,917  |
| 18             | 2024                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,248,654   | \$362,433 | \$3,177,327 | \$0         | \$10,788,413 | \$47,404  | \$50,166  | \$180,706  |
| 19             | 2025                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,321,140   | \$366,057 | \$3,209,100 | \$0         | \$10,896,297 | \$47,878  | \$50,668  | \$182,513  |
| 20             | 2026                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,394,352   | \$369,718 | \$3,241,191 | \$0         | \$11,005,260 | \$48,357  | \$51,174  | \$184,338  |
| 21             | 2027                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,468,295   | \$373,415 | \$3,273,603 | \$0         | \$11,115,313 | \$48,841  | \$51,686  | \$186,181  |
| 22             | 2028                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,542,978   | \$377,149 | \$3,306,339 | \$0         | \$11,226,466 | \$49,329  | \$52,203  | \$188,043  |
| 23             | 2029                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,618,408   | \$380,920 | \$3,339,402 | \$0         | \$11,338,730 | \$49,822  | \$52,725  | \$189,924  |
| 24             | 2030                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,694,592   | \$384,730 | \$3,372,796 | \$0         | \$11,452,118 | \$50,321  | \$53,252  | \$191,823  |
| 25             | 2031                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,771,538   | \$388,577 | \$3,406,524 | \$0         | \$11,566,639 | \$50,824  | \$53,785  | \$193,741  |
| 26             | 2032                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,849,253   | \$392,463 | \$3,440,589 | \$0         | \$11,682,305 | \$51,332  | \$54,323  | \$195,679  |
| 27             | 2033                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$7,927,746   | \$396,387 | \$3,474,995 | \$0         | \$11,799,128 | \$51,845  | \$54,866  | \$197,635  |
| 28             | 2034                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$8,007,023   | \$400,351 | \$3,509,745 | \$0         | \$11,917,120 | \$52,364  | \$55,415  | \$199,612  |
| 29             | 2035                            | 200,000                        | 30,000                        | 263,000                 | 0                                | 493,000      | \$8,087,093   | \$404,355 | \$3,544,843 | \$0         | \$12,036,291 | \$52,887  | \$55,969  | \$201,608  |
| Total          |                                 |                                |                               |                         |                                  |              |   |           |             |             | \$1,248,419  | \$1,321,153   | \$4,758,992   |  |

**Schedule 8:**  
**Estimated Sales Tax**  
**From New Development in the TIF Zone**

Assumptions:

Sales include beverages. City receives 1.5% tax on beverages (10.7143% of 14% State tax.)  
 Sales tax rates are constant.

| (a)<br>Program<br>Year | (b)<br>Fiscal Year<br>Ended<br>September 30, | (c)<br>Retail and Restaurants, Except Hotel<br>Cumulative SF<br>in New<br>Development<br>Since 2005 | (d)  | (e)  | (f)<br>Total<br>Taxable<br>Sales | (g)<br>Sales Tax<br>from New Development @<br>per \$1.00 |                    | (h) |
|------------------------|--|---|--|--|----------------------------------|--|--------------------|-----|
|                        |  |   | Average Annual<br>Taxable Sales @<br>\$175<br>per SF, Plus<br>Annual Adjustment @<br>3.00% | Plus Taxable Hotel<br>Food and Beverage<br>Revenue @<br>40%<br>of Full-Service<br>Hotel Room Revenue |                                  | City   | County             |     |
| Base                   | 2005   | 0   | \$0  | \$0  | \$0                              | \$0  | \$0                | \$0 |
| 1                      | 2007   | 0   | \$0  | \$0  | \$0                              | \$0  | \$0                | \$0 |
| 2                      | 2008   | 60,000  | \$11,473,634   | \$0  | \$11,473,634                     | \$172,105  | \$57,368           |     |
| 3                      | 2009   | 80,000  | \$15,757,123   | \$1,962,331  | \$17,719,455                     | \$265,792  | \$88,597           |     |
| 4                      | 2010   | 200,000   | \$40,574,593   | \$2,183,682  | \$42,758,275                     | \$641,374  | \$213,791          |     |
| 5                      | 2011   | 200,000   | \$41,791,830   | \$2,430,002  | \$44,221,832                     | \$663,327  | \$221,109          |     |
| 6                      | 2012   | 200,000   | \$43,045,585   | \$2,704,106  | \$45,749,691                     | \$686,245  | \$228,748          |     |
| 7                      | 2013   | 200,000   | \$44,336,953   | \$2,921,736  | \$47,258,689                     | \$708,880  | \$236,293          |     |
| 8                      | 2014   | 200,000   | \$45,667,061   | \$2,980,171  | \$48,647,233                     | \$729,708  | \$243,236          |     |
| 9                      | 2015   | 200,000   | \$47,037,073   | \$3,039,775  | \$50,076,848                     | \$751,153  | \$250,384          |     |
| 10                     | 2016   | 200,000   | \$48,448,185   | \$3,100,570  | \$51,548,755                     | \$773,231  | \$257,744          |     |
| 11                     | 2017   | 200,000   | \$49,901,631   | \$3,162,581  | \$53,064,212                     | \$795,963  | \$265,321          |     |
| 12                     | 2018   | 200,000   | \$51,398,680   | \$3,225,833  | \$54,624,513                     | \$819,368  | \$273,123          |     |
| 13                     | 2019   | 200,000   | \$52,940,640   | \$3,290,350  | \$56,230,990                     | \$843,465  | \$281,155          |     |
| 14                     | 2020   | 200,000   | \$54,528,860   | \$3,356,157  | \$57,885,016                     | \$868,275  | \$289,425          |     |
| 15                     | 2021   | 200,000   | \$56,164,725   | \$3,423,280  | \$59,588,005                     | \$893,820  | \$297,940          |     |
| 16                     | 2022   | 200,000   | \$57,849,667   | \$3,491,745  | \$61,341,413                     | \$920,121  | \$306,707          |     |
| 17                     | 2023   | 200,000   | \$59,585,157   | \$3,561,580  | \$63,146,737                     | \$947,201  | \$315,734          |     |
| 18                     | 2024   | 200,000   | \$61,372,712   | \$3,632,812  | \$65,005,524                     | \$975,083  | \$325,028          |     |
| 19                     | 2025   | 200,000   | \$63,213,893   | \$3,705,468  | \$66,919,361                     | \$1,003,790  | \$334,597          |     |
| 20                     | 2026   | 200,000   | \$65,110,310   | \$3,779,578  | \$68,889,888                     | \$1,033,348  | \$344,449          |     |
| 21                     | 2027   | 200,000   | \$67,063,619   | \$3,855,169  | \$70,918,788                     | \$1,063,782  | \$354,594          |     |
| 22                     | 2028   | 200,000   | \$69,075,528   | \$3,932,272  | \$73,007,800                     | \$1,095,117  | \$365,039          |     |
| 23                     | 2029   | 200,000   | \$71,147,794   | \$4,010,918  | \$75,158,712                     | \$1,127,381  | \$375,794          |     |
| 24                     | 2030   | 200,000   | \$73,282,228   | \$4,091,136  | \$77,373,364                     | \$1,160,600  | \$386,867          |     |
| 25                     | 2031   | 200,000   | \$75,480,694   | \$4,172,959  | \$79,653,653                     | \$1,194,805  | \$398,268          |     |
| 26                     | 2032   | 200,000   | \$77,745,115   | \$4,256,418  | \$82,001,533                     | \$1,230,023  | \$410,008          |     |
| 27                     | 2033   | 200,000   | \$80,077,469   | \$4,341,547  | \$84,419,015                     | \$1,266,285  | \$422,095          |     |
| 28                     | 2034   | 200,000   | \$82,479,793   | \$4,428,377  | \$86,908,170                     | \$1,303,623  | \$434,541          |     |
| 29                     | 2035   | 200,000   | \$84,954,186   | \$4,516,945  | \$89,471,132                     | \$1,342,067  | \$447,356          |     |
| <b>Total</b>           |  | <b>5,340,000</b>  | <b>\$1,591,504,740</b>   | <b>\$93,557,499</b>  | <b>\$1,685,062,239</b>           | <b>\$25,275,934</b>                                      | <b>\$8,425,311</b> |     |

**Schedule 9-City:  
Summary of Estimated City Taxes  
From Northgate TIF Zone  
for 30 Years**

Property tax receipts are shown with calendar year of appraisal and levy. Most property tax receipts lag appraisal by a year.  
Actual cash flow may be more or less than this pro forma.

Pro forma is not adjusted for potential refunds to City and County of any balance in the TIF fund at dissolution.

Revenue to TIF fund or convention center excludes \$4,400,000 from City (to be repaid) and approximately \$3,275,000 from municipal hotel occupancy tax from outside the zone.

| (a)   | (b)                                     | (c)               | (d)                                | (e)           | (f)                 | (g)          | (h)                                   | (i)         | (j)           | (k)                 | (l)          | (m)                      | (n)                                | (o)           | (p)                 | (q)          |
|-------|---|-------------------|------------------------------------|---------------|---------------------|--------------|---------------------------------------|-------------|---------------|---------------------|--------------|--------------------------|------------------------------------|---------------|---------------------|--------------|
| Year  | Appraisal or Sales Year Ended Sept. 30. | Totals            |                                    |               |                     |              | To TIF Fund or Convention Center Fund |             |               |                     |              | Retained for General Use |                                    |               |                     |              |
|       |   | Real Property Tax | New Business Personal Property Tax | New Sales Tax | Hotel Occupancy Tax | All          | Real Property Tax                     | New BPP Tax | New Sales Tax | Hotel Occupancy Tax | All          | Real Property Tax        | New Business Personal Property Tax | New Sales Tax | Hotel Occupancy Tax | All          |
|       |   |                   |                                    |               |                     |              |                                       |             |               |                     |              |                          |                                    |               |                     |              |
| Base  | 2006                                    | \$316,877         | \$0                                | \$0           | \$0                 | \$316,877    | \$0                                   | \$0         | \$0           | \$0                 | \$0          | \$316,877                | \$0                                | \$0           | \$0                 | \$316,877    |
| 1     | 2007                                    | \$323,214         | \$0                                | \$0           | \$0                 | \$323,214    | \$6,338                               | \$0         | \$0           | \$0                 | \$6,338      | \$316,877                | \$0                                | \$0           | \$0                 | \$316,877    |
| 2     | 2008                                    | \$539,677         | \$8,149                            | \$172,105     | \$0                 | \$719,930    | \$222,800                             | \$0         | \$0           | \$0                 | \$222,800    | \$316,877                | \$8,149                            | \$172,105     | \$0                 | \$497,130    |
| 3     | 2009                                    | \$740,443         | \$22,633                           | \$265,792     | \$343,408           | \$1,372,276  | \$423,566                             | \$0         | \$0           | \$343,408           | \$766,974    | \$316,877                | \$22,633                           | \$265,792     | \$0                 | \$805,302    |
| 4     | 2010                                    | \$872,660         | \$41,240                           | \$841,374     | \$477,701           | \$2,032,975  | \$555,783                             | \$0         | \$0           | \$477,701           | \$1,033,484  | \$316,877                | \$41,240                           | \$641,374     | \$0                 | \$999,491    |
| 5     | 2011                                    | \$890,113         | \$41,652                           | \$663,327     | \$531,586           | \$2,126,679  | \$573,236                             | \$0         | \$0           | \$531,586           | \$1,104,822  | \$316,877                | \$41,652                           | \$663,327     | \$0                 | \$1,021,857  |
| 6     | 2012                                    | \$907,915         | \$42,069                           | \$686,245     | \$591,549           | \$2,227,778  | \$591,038                             | \$0         | \$0           | \$591,549           | \$1,182,587  | \$316,877                | \$42,069                           | \$686,245     | \$0                 | \$1,045,191  |
| 7     | 2013                                    | \$926,073         | \$42,490                           | \$708,880     | \$642,982           | \$2,320,425  | \$609,197                             | \$0         | \$0           | \$642,982           | \$1,252,179  | \$316,877                | \$42,490                           | \$708,880     | \$0                 | \$1,068,247  |
| 8     | 2014                                    | \$978,765         | \$42,914                           | \$729,708     | \$681,070           | \$2,412,457  | \$661,888                             | \$0         | \$0           | \$661,070           | \$1,322,958  | \$316,877                | \$42,914                           | \$729,708     | \$0                 | \$1,089,500  |
| 9     | 2015                                    | \$998,340         | \$43,344                           | \$751,153     | \$674,291           | \$2,467,127  | \$681,463                             | \$0         | \$0           | \$674,291           | \$1,355,754  | \$316,877                | \$43,344                           | \$751,153     | \$0                 | \$1,111,373  |
| 10    | 2016                                    | \$1,018,307       | \$43,777                           | \$773,231     | \$687,777           | \$2,523,092  | \$701,430                             | \$0         | \$0           | \$687,777           | \$1,389,207  | \$316,877                | \$43,777                           | \$773,231     | \$0                 | \$1,133,885  |
| 11    | 2017                                    | \$1,076,011       | \$44,215                           | \$795,963     | \$701,532           | \$2,617,722  | \$759,134                             | \$0         | \$0           | \$701,532           | \$1,460,667  | \$316,877                | \$44,215                           | \$795,963     | \$0                 | \$1,157,055  |
| 12    | 2018                                    | \$1,097,531       | \$44,657                           | \$819,368     | \$715,563           | \$2,677,119  | \$780,655                             | \$0         | \$0           | \$715,563           | \$1,496,218  | \$316,877                | \$44,657                           | \$819,368     | \$0                 | \$1,180,801  |
| 13    | 2019                                    | \$1,119,482       | \$45,104                           | \$843,465     | \$729,874           | \$2,737,925  | \$802,605                             | \$0         | \$0           | \$729,874           | \$1,532,480  | \$316,877                | \$45,104                           | \$843,465     | \$0                 | \$1,205,445  |
| 14    | 2020                                    | \$1,182,672       | \$45,555                           | \$868,275     | \$744,472           | \$2,840,974  | \$865,795                             | \$0         | \$0           | \$744,472           | \$1,610,267  | \$316,877                | \$45,555                           | \$868,275     | \$0                 | \$1,230,707  |
| 15    | 2021                                    | \$1,206,325       | \$46,010                           | \$893,820     | \$759,361           | \$2,905,517  | \$889,449                             | \$0         | \$0           | \$759,361           | \$1,648,810  | \$316,877                | \$46,010                           | \$893,820     | \$0                 | \$1,256,707  |
| 16    | 2022                                    | \$1,230,452       | \$46,470                           | \$920,121     | \$774,549           | \$2,971,592  | \$913,575                             | \$0         | \$0           | \$774,549           | \$1,688,124  | \$316,877                | \$46,470                           | \$920,121     | \$0                 | \$1,283,468  |
| 17    | 2023                                    | \$1,299,645       | \$46,935                           | \$947,201     | \$790,040           | \$3,083,820  | \$982,768                             | \$0         | \$0           | \$790,040           | \$1,772,807  | \$316,877                | \$46,935                           | \$947,201     | \$0                 | \$1,311,013  |
| 18    | 2024                                    | \$1,325,638       | \$47,404                           | \$975,083     | \$805,840           | \$3,153,965  | \$1,008,761                           | \$0         | \$0           | \$805,840           | \$1,814,601  | \$316,877                | \$47,404                           | \$975,083     | \$0                 | \$1,339,364  |
| 19    | 2025                                    | \$1,352,150       | \$47,878                           | \$1,003,790   | \$821,957           | \$3,225,776  | \$1,035,274                           | \$0         | \$0           | \$821,957           | \$1,857,231  | \$316,877                | \$47,878                           | \$1,003,790   | \$0                 | \$1,368,545  |
| 20    | 2026                                    | \$1,379,193       | \$48,357                           | \$1,033,348   | \$838,396           | \$3,299,295  | \$1,062,317                           | \$0         | \$0           | \$838,396           | \$1,900,713  | \$316,877                | \$48,357                           | \$1,033,348   | \$0                 | \$1,398,582  |
| 21    | 2027                                    | \$1,406,777       | \$48,841                           | \$1,063,782   | \$855,164           | \$3,374,584  | \$1,089,900                           | \$0         | \$0           | \$855,164           | \$1,945,065  | \$316,877                | \$48,841                           | \$1,063,782   | \$0                 | \$1,429,499  |
| 22    | 2028                                    | \$1,434,913       | \$49,329                           | \$1,095,117   | \$872,267           | \$3,451,626  | \$0                                   | \$0         | \$0           | \$0                 | \$1,434,913  | \$49,329                 | \$1,095,117                        | \$872,267     | \$3,451,626         |              |
| 23    | 2029                                    | \$1,463,611       | \$49,822                           | \$1,127,381   | \$889,713           | \$3,530,527  | \$0                                   | \$0         | \$0           | \$0                 | \$1,463,611  | \$49,822                 | \$1,127,381                        | \$889,713     | \$3,530,527         |              |
| 24    | 2030                                    | \$1,492,883       | \$50,321                           | \$1,160,600   | \$907,507           | \$3,611,311  | \$0                                   | \$0         | \$0           | \$0                 | \$1,492,883  | \$50,321                 | \$1,160,600                        | \$907,507     | \$3,611,311         |              |
| 25    | 2031                                    | \$1,522,741       | \$50,824                           | \$1,194,805   | \$925,657           | \$3,694,027  | \$0                                   | \$0         | \$0           | \$0                 | \$1,522,741  | \$50,824                 | \$1,194,805                        | \$925,657     | \$3,694,027         |              |
| 26    | 2032                                    | \$1,553,196       | \$51,332                           | \$1,230,023   | \$944,170           | \$3,778,721  | \$0                                   | \$0         | \$0           | \$0                 | \$1,553,196  | \$51,332                 | \$1,230,023                        | \$944,170     | \$3,778,721         |              |
| 27    | 2033                                    | \$1,584,260       | \$51,845                           | \$1,266,285   | \$963,054           | \$3,865,444  | \$0                                   | \$0         | \$0           | \$0                 | \$1,584,260  | \$51,845                 | \$1,266,285                        | \$963,054     | \$3,865,444         |              |
| 28    | 2034                                    | \$1,615,945       | \$52,364                           | \$1,303,623   | \$982,315           | \$3,954,246  | \$0                                   | \$0         | \$0           | \$0                 | \$1,615,945  | \$52,364                 | \$1,303,623                        | \$982,315     | \$3,954,246         |              |
| 29    | 2035                                    | \$1,648,264       | \$52,887                           | \$1,342,067   | \$1,001,961         | \$4,045,179  | \$0                                   | \$0         | \$0           | \$0                 | \$1,648,264  | \$52,887                 | \$1,342,067                        | \$1,001,961   | \$4,045,179         |              |
| Total |   | \$34,504,072      | \$1,248,419                        | \$25,275,934  | \$20,633,758        | \$81,662,182 | \$15,216,972                          | \$0         | \$0           | \$13,147,113        | \$28,364,085 | \$19,287,100             | \$1,248,419                        | \$25,275,934  | \$7,486,645         | \$53,298,097 |

**Schedule 9-County:  
Summary of Estimated Brazos County Taxes  
From Northgate TIF Zone  
for 30 Years**

Property tax receipts are shown with calendar year of appraisal and levy. Most property tax receipts lag appraisal by a year.  
Actual cash flow may be more or less than this pro forma.  
Pro forma is not adjusted for potential refunds to City and County of any balance in the TIF fund at dissolution.

| (a)   | (b)                     | (c)               | (d)                                | (e)           | (f)                                   | (g)               | (h)          | (i)                      | (j)          | (k)               | (l)                                | (m)           | (n)          |
|-------|-------------------------|-------------------|------------------------------------|---------------|---------------------------------------|-------------------|--------------|--------------------------|--------------|-------------------|------------------------------------|---------------|--------------|
|       |                         | Totals            |                                    |               | To TIF Fund or Convention Center Fund |                   |              | Retained for General Use |              |                   |                                    |               |              |
| Year  | Appraisal or Sales Year | Real Property Tax | New Business Personal Property Tax | New Sales Tax | All                                   | Real Property Tax | Real BPP Tax | New Sales Tax            | All          | Real Property Tax | New Business Personal Property Tax | New Sales Tax | All          |
| Base  | 2006                    | \$335,198         | \$0                                | \$0           | \$335,198                             | \$0               | \$0          | \$0                      | \$0          | \$335,198         | \$0                                | \$0           | \$335,198    |
| 1     | 2007                    | \$341,902         | \$0                                | \$0           | \$341,902                             | \$0               | \$0          | \$0                      | \$0          | \$341,902         | \$0                                | \$0           | \$341,902    |
| 2     | 2008                    | \$570,973         | \$8,624                            | \$57,368      | \$636,965                             | \$193,893         | \$0          | \$0                      | \$193,893    | \$377,080         | \$8,624                            | \$57,368      | \$443,072    |
| 3     | 2009                    | \$783,433         | \$23,952                           | \$88,597      | \$895,983                             | \$368,613         | \$0          | \$0                      | \$368,613    | \$414,820         | \$23,952                           | \$88,597      | \$527,370    |
| 4     | 2010                    | \$923,350         | \$43,643                           | \$213,791     | \$1,180,785                           | \$483,676         | \$0          | \$0                      | \$483,676    | \$439,674         | \$43,643                           | \$213,791     | \$697,108    |
| 5     | 2011                    | \$941,818         | \$44,079                           | \$221,109     | \$1,207,006                           | \$498,863         | \$0          | \$0                      | \$498,863    | \$442,955         | \$44,079                           | \$221,109     | \$708,143    |
| 6     | 2012                    | \$960,654         | \$44,520                           | \$228,748     | \$1,233,922                           | \$514,353         | \$0          | \$0                      | \$514,353    | \$446,301         | \$44,520                           | \$228,748     | \$719,569    |
| 7     | 2013                    | \$979,867         | \$44,965                           | \$236,293     | \$1,261,125                           | \$530,153         | \$0          | \$0                      | \$530,153    | \$449,714         | \$44,965                           | \$236,293     | \$730,972    |
| 8     | 2014                    | \$1,035,625       | \$45,415                           | \$243,236     | \$1,324,276                           | \$576,007         | \$0          | \$0                      | \$576,007    | \$459,618         | \$45,415                           | \$243,236     | \$748,269    |
| 9     | 2015                    | \$1,056,337       | \$45,869                           | \$250,384     | \$1,352,590                           | \$593,040         | \$0          | \$0                      | \$593,040    | \$463,297         | \$45,869                           | \$250,384     | \$759,551    |
| 10    | 2016                    | \$1,077,464       | \$46,328                           | \$257,744     | \$1,381,535                           | \$610,414         | \$0          | \$0                      | \$610,414    | \$467,050         | \$46,328                           | \$257,744     | \$771,122    |
| 11    | 2017                    | \$1,138,527       | \$46,791                           | \$265,321     | \$1,450,639                           | \$660,630         | \$0          | \$0                      | \$660,630    | \$477,897         | \$46,791                           | \$265,321     | \$790,009    |
| 12    | 2018                    | \$1,161,297       | \$47,259                           | \$273,123     | \$1,481,679                           | \$679,355         | \$0          | \$0                      | \$679,355    | \$481,942         | \$47,259                           | \$273,123     | \$802,323    |
| 13    | 2019                    | \$1,184,523       | \$47,731                           | \$281,155     | \$1,513,410                           | \$698,456         | \$0          | \$0                      | \$698,456    | \$486,068         | \$47,731                           | \$281,155     | \$814,954    |
| 14    | 2020                    | \$1,251,391       | \$48,209                           | \$289,425     | \$1,589,025                           | \$753,445         | \$0          | \$0                      | \$753,445    | \$497,946         | \$48,209                           | \$289,425     | \$835,580    |
| 15    | 2021                    | \$1,276,419       | \$48,691                           | \$297,940     | \$1,623,050                           | \$774,028         | \$0          | \$0                      | \$774,028    | \$502,392         | \$48,691                           | \$297,940     | \$849,022    |
| 16    | 2022                    | \$1,301,947       | \$49,178                           | \$306,707     | \$1,657,832                           | \$795,021         | \$0          | \$0                      | \$795,021    | \$506,926         | \$49,178                           | \$306,707     | \$862,811    |
| 17    | 2023                    | \$1,375,168       | \$49,669                           | \$315,734     | \$1,740,571                           | \$855,235         | \$0          | \$0                      | \$855,235    | \$519,933         | \$49,669                           | \$315,734     | \$885,336    |
| 18    | 2024                    | \$1,402,671       | \$50,166                           | \$325,028     | \$1,777,865                           | \$877,853         | \$0          | \$0                      | \$877,853    | \$524,818         | \$50,166                           | \$325,028     | \$900,012    |
| 19    | 2025                    | \$1,430,724       | \$50,668                           | \$334,597     | \$1,815,989                           | \$900,923         | \$0          | \$0                      | \$900,923    | \$529,802         | \$50,668                           | \$334,597     | \$915,066    |
| 20    | 2026                    | \$1,459,339       | \$51,174                           | \$344,449     | \$1,854,963                           | \$924,454         | \$0          | \$0                      | \$924,454    | \$534,884         | \$51,174                           | \$344,449     | \$930,508    |
| 21    | 2027                    | \$1,488,526       | \$51,686                           | \$354,594     | \$1,894,806                           | \$948,457         | \$0          | \$0                      | \$948,457    | \$540,069         | \$51,686                           | \$354,594     | \$946,349    |
| 22    | 2028                    | \$1,518,296       | \$52,203                           | \$365,039     | \$1,935,538                           | \$0               | \$0          | \$0                      | \$0          | \$1,518,296       | \$52,203                           | \$365,039     | \$1,935,538  |
| 23    | 2029                    | \$1,548,662       | \$52,725                           | \$375,794     | \$1,977,181                           | \$0               | \$0          | \$0                      | \$0          | \$1,548,662       | \$52,725                           | \$375,794     | \$1,977,181  |
| 24    | 2030                    | \$1,579,635       | \$53,252                           | \$386,867     | \$2,019,755                           | \$0               | \$0          | \$0                      | \$0          | \$1,579,635       | \$53,252                           | \$386,867     | \$2,019,755  |
| 25    | 2031                    | \$1,611,228       | \$53,785                           | \$398,268     | \$2,063,281                           | \$0               | \$0          | \$0                      | \$0          | \$1,611,228       | \$53,785                           | \$398,268     | \$2,063,281  |
| 26    | 2032                    | \$1,643,453       | \$54,323                           | \$410,008     | \$2,107,783                           | \$0               | \$0          | \$0                      | \$0          | \$1,643,453       | \$54,323                           | \$410,008     | \$2,107,783  |
| 27    | 2033                    | \$1,676,322       | \$54,866                           | \$422,095     | \$2,153,283                           | \$0               | \$0          | \$0                      | \$0          | \$1,676,322       | \$54,866                           | \$422,095     | \$2,153,283  |
| 28    | 2034                    | \$1,709,848       | \$55,415                           | \$434,541     | \$2,199,804                           | \$0               | \$0          | \$0                      | \$0          | \$1,709,848       | \$55,415                           | \$434,541     | \$2,199,804  |
| 29    | 2035                    | \$1,744,045       | \$55,969                           | \$447,356     | \$2,247,370                           | \$0               | \$0          | \$0                      | \$0          | \$1,744,045       | \$55,969                           | \$447,356     | \$2,247,370  |
| Total |                         | \$36,508,645      | \$1,321,153                        | \$8,425,311   | \$46,255,109                          | \$13,236,868      | \$0          | \$0                      | \$13,236,868 | \$23,271,777      | \$1,321,153                        | \$8,425,311   | \$33,018,241 |

**Schedule 9-ISD:  
Summary of Estimated College Station ISD Taxes  
From Northgate TIF Zone  
for 30 Years**

Property tax receipts are shown with calendar year of appraisal and levy. Most property tax receipts lag appraisal by a year.  
Actual cash flow may be more or less than this pro forma.

| (a)          | (b)                     | (c)                  | (d)                   | (e)                  | (f)                                   | (g)                   | (h)        | (i)                      | (j)                   | (k)                  |
|--------------|-------------------------|----------------------|-----------------------|----------------------|---------------------------------------|-----------------------|------------|--------------------------|-----------------------|----------------------|
|              |                         | Totals               |                       |                      | To TIF Fund or Convention Center Fund |                       |            | Retained for General Use |                       |                      |
| Year         | Appraisal or Sales Year | New Business         |                       |                      | New Business                          |                       |            | New Business             |                       |                      |
|              |                         | Real Property Tax    | Personal Property Tax | All                  | Real Property Tax                     | Personal Property Tax | All        | Real Property Tax        | Personal Property Tax | All                  |
| Base         | 2006                    | \$1,205,377          | \$0                   | \$1,205,377          | \$0                                   | \$0                   | \$0        | \$1,205,377              | \$0                   | \$1,205,377          |
| 1            | 2007                    | \$1,229,484          | \$0                   | \$1,229,484          | \$0                                   | \$0                   | \$0        | \$1,229,484              | \$0                   | \$1,229,484          |
| 2            | 2008                    | \$2,054,590          | \$31,064              | \$2,085,653          | \$0                                   | \$0                   | \$0        | \$2,054,590              | \$31,064              | \$2,085,653          |
| 3            | 2009                    | \$2,819,860          | \$86,279              | \$2,906,139          | \$0                                   | \$0                   | \$0        | \$2,819,860              | \$86,279              | \$2,906,139          |
| 4            | 2010                    | \$3,323,819          | \$157,207             | \$3,481,027          | \$0                                   | \$0                   | \$0        | \$3,323,819              | \$157,207             | \$3,481,027          |
| 5            | 2011                    | \$3,390,296          | \$158,780             | \$3,549,075          | \$0                                   | \$0                   | \$0        | \$3,390,296              | \$158,780             | \$3,549,075          |
| 6            | 2012                    | \$3,458,102          | \$160,367             | \$3,618,469          | \$0                                   | \$0                   | \$0        | \$3,458,102              | \$160,367             | \$3,618,469          |
| 7            | 2013                    | \$3,527,264          | \$161,971             | \$3,689,235          | \$0                                   | \$0                   | \$0        | \$3,527,264              | \$161,971             | \$3,689,235          |
| 8            | 2014                    | \$3,728,064          | \$163,591             | \$3,891,655          | \$0                                   | \$0                   | \$0        | \$3,728,064              | \$163,591             | \$3,891,655          |
| 9            | 2015                    | \$3,802,626          | \$165,227             | \$3,967,852          | \$0                                   | \$0                   | \$0        | \$3,802,626              | \$165,227             | \$3,967,852          |
| 10           | 2016                    | \$3,878,678          | \$166,879             | \$4,045,557          | \$0                                   | \$0                   | \$0        | \$3,878,678              | \$166,879             | \$4,045,557          |
| 11           | 2017                    | \$4,098,585          | \$168,548             | \$4,267,133          | \$0                                   | \$0                   | \$0        | \$4,098,585              | \$168,548             | \$4,267,133          |
| 12           | 2018                    | \$4,180,557          | \$170,233             | \$4,350,790          | \$0                                   | \$0                   | \$0        | \$4,180,557              | \$170,233             | \$4,350,790          |
| 13           | 2019                    | \$4,264,168          | \$171,935             | \$4,436,104          | \$0                                   | \$0                   | \$0        | \$4,264,168              | \$171,935             | \$4,436,104          |
| 14           | 2020                    | \$4,504,983          | \$173,655             | \$4,678,638          | \$0                                   | \$0                   | \$0        | \$4,504,983              | \$173,655             | \$4,678,638          |
| 15           | 2021                    | \$4,595,083          | \$175,391             | \$4,770,475          | \$0                                   | \$0                   | \$0        | \$4,595,083              | \$175,391             | \$4,770,475          |
| 16           | 2022                    | \$4,686,985          | \$177,145             | \$4,864,130          | \$0                                   | \$0                   | \$0        | \$4,686,985              | \$177,145             | \$4,864,130          |
| 17           | 2023                    | \$4,950,678          | \$178,917             | \$5,129,595          | \$0                                   | \$0                   | \$0        | \$4,950,678              | \$178,917             | \$5,129,595          |
| 18           | 2024                    | \$5,049,692          | \$180,706             | \$5,230,398          | \$0                                   | \$0                   | \$0        | \$5,049,692              | \$180,706             | \$5,230,398          |
| 19           | 2025                    | \$5,150,686          | \$182,513             | \$5,333,199          | \$0                                   | \$0                   | \$0        | \$5,150,686              | \$182,513             | \$5,333,199          |
| 20           | 2026                    | \$5,253,700          | \$184,338             | \$5,438,038          | \$0                                   | \$0                   | \$0        | \$5,253,700              | \$184,338             | \$5,438,038          |
| 21           | 2027                    | \$5,358,774          | \$186,181             | \$5,544,955          | \$0                                   | \$0                   | \$0        | \$5,358,774              | \$186,181             | \$5,544,955          |
| 22           | 2028                    | \$5,465,949          | \$188,043             | \$5,653,992          | \$0                                   | \$0                   | \$0        | \$5,465,949              | \$188,043             | \$5,653,992          |
| 23           | 2029                    | \$5,575,268          | \$189,924             | \$5,765,192          | \$0                                   | \$0                   | \$0        | \$5,575,268              | \$189,924             | \$5,765,192          |
| 24           | 2030                    | \$5,686,773          | \$191,823             | \$5,878,596          | \$0                                   | \$0                   | \$0        | \$5,686,773              | \$191,823             | \$5,878,596          |
| 25           | 2031                    | \$5,800,509          | \$193,741             | \$5,994,250          | \$0                                   | \$0                   | \$0        | \$5,800,509              | \$193,741             | \$5,994,250          |
| 26           | 2032                    | \$5,916,519          | \$195,679             | \$6,112,198          | \$0                                   | \$0                   | \$0        | \$5,916,519              | \$195,679             | \$6,112,198          |
| 27           | 2033                    | \$6,034,849          | \$197,635             | \$6,232,485          | \$0                                   | \$0                   | \$0        | \$6,034,849              | \$197,635             | \$6,232,485          |
| 28           | 2034                    | \$6,155,546          | \$199,612             | \$6,355,158          | \$0                                   | \$0                   | \$0        | \$6,155,546              | \$199,612             | \$6,355,158          |
| 29           | 2035                    | \$6,278,657          | \$201,608             | \$6,480,265          | \$0                                   | \$0                   | \$0        | \$6,278,657              | \$201,608             | \$6,480,265          |
| <b>Total</b> |                         | <b>\$131,426,121</b> | <b>\$4,758,992</b>    | <b>\$136,185,113</b> | <b>\$0</b>                            | <b>\$0</b>            | <b>\$0</b> | <b>\$131,426,121</b>     | <b>\$4,758,992</b>    | <b>\$136,185,113</b> |

**Schedule for Client Only:**  
**Comparable Real Property Appraisals by Brazos Appraisal District, 2005**

| Development Name       | St No | Street Name       | Improvements | Land        | Total Value  | Bldg. SF | IV per BSF | Land SF | Land per LSF | Total per BSF | FAR  |
|------------------------|-------|-------------------|--------------|-------------|--------------|----------|------------|---------|--------------|---------------|------|
| Hotels                 |       |                   |              |             |              |          |            |         |              |               |      |
| Hilton College Station | 801   | University Dr. E. | \$13,956,990 | \$2,888,900 | \$16,845,890 | 222,829  | \$63       | 305,704 | \$9          | \$76          | 0.73 |
| Super 8 Motel          | 301   | Texas Ave. S.     | \$1,341,740  | \$627,660   | \$1,969,400  | 32,682   | \$41       | 69,696  | \$9          | \$60          | 0.47 |
|                        |       |                   | \$3,455,330  | \$635,010   | \$4,090,340  | 43,083   |            | 84,668  |              |               |      |
|                        |       |                   | \$1,663,680  | \$318,530   | \$1,982,210  | 20,790   |            | 42,470  |              |               |      |
| La Quinta              | 607   | Texas Ave. S.     | \$5,119,010  | \$953,540   | \$6,072,550  | 63,873   | \$80       | 127,138 | \$8          | \$95          | 0.50 |

Building floor area measurements exclude parking garages. Improvement appraisals include garages.

EXHIBIT "E"  
VOLUNTARY PETITION

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
UNDER CHAPTER 311, TAX CODE**

**TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

Pursuant to the provisions of Chapter 311, of the Texas Tax Code as amended (the "Code"), the undersigned Petitioners hereby request the City Council of the City of College Station, Texas (the "City"), to establish within the City a reinvestment zone (the "Zone") over an area of land described by metes and bounds in Exhibit "A" and shown as Exhibit "B" (the "College Station Reinvestment Zone Number 16 Area"). Petitioners are the owners of property constituting at least 50 percent of the appraised value of the property in the College Station Reinvestment Zone Number 16 Area according to most recent certified appraisal roll for the County of Brazos, Texas.

Petitioners represent to the City Council that:

1. The area proposed to be included in the Zone is entirely within the corporate limits of the City. The area proposed to be included in the Zone in its present condition substantially impairs the city's growth.
2. The Area substantially impairs the city's growth because of a substantial number of substandard or deteriorating structures.
3. Unless the zone is created as requested by Petitioners, the development of the College Station Reinvestment Zone Number 16 Area will be impeded because the area is predominantly underdeveloped, unproductive, open, and other factors.

The Petitioners would respectfully request the City Council as follows:

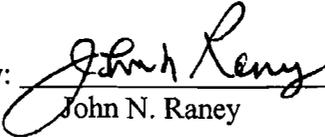
1. To create the proposed Zone pursuant to the provisions of Chapter 311 of the Code and name it the "Reinvestment Zone Number 16, City of College Station, Texas."
2. To provide that the Zone contain the area described by metes and bounds in "Exhibit A" and as shown hereto as "Exhibit B", both of which are incorporated herein for all purposes.
3. To provide that the Zone have all the powers of a reinvestment zone created pursuant to the provisions of Chapter 311 of the Code.

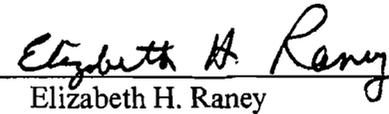
4. To appoint a Board of Directors for the Zone to exercise the authority granted by Chapter 311 for administration, management, and operation of the Zone and implementation of the Zone project plan and Zone financing plan.
5. To provide such other action and assistance as the City Council may deem necessary and appropriate to assist in the development of the College Station Reinvestment Zone Number 16 Area.

Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 29 day of 05, 2005, by the undersigned Petitioners.

PETITIONERS:

John N. & Elizabeth H. Raney

By:   
John N. Raney

By:   
Elizabeth H. Raney

|                          |  |
|--------------------------|--|
| (1) Address of property: | 113-115 College Main<br>Boyett, Block 1, Lot 6 |
| App Dist Prop ID#        | R18486   |
| Total Assessed Value     | \$121,630                                      |

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
UNDER CHAPTER 311, TAX CODE**

**TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

Pursuant to the provisions of Chapter 311, of the Texas Tax Code as amended (the "Code"), the undersigned Petitioners hereby request the City Council of the City of College Station, Texas (the "City"), to establish within the City a reinvestment zone (the "Zone") over an area of land described by metes and bounds in Exhibit "A" and shown as Exhibit "B" (the "College Station Reinvestment Zone Number 16 Area"). Petitioners are the owners of property constituting at least 50 percent of the appraised value of the property in the College Station Reinvestment Zone Number 16 Area according to most recent certified appraisal roll for the County of Brazos, Texas.

Petitioners represent to the City Council that:

1. The area proposed to be included in the Zone is entirely within the corporate limits of the City. The area proposed to be included in the Zone in its present condition substantially impairs the city's growth.
2. The Area substantially impairs the city's growth because of a substantial number of substandard or deteriorating structures.
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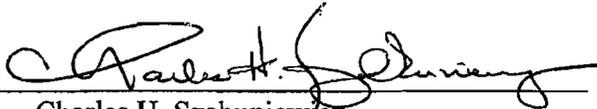
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5. To provide such other action and assistance as the City Council may deem necessary and appropriate to assist in the development of the College Station Reinvestment Zone Number 16 Area.

Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 27<sup>th</sup> day of Nov, 2005, by the undersigned Petitioners.

PETITIONERS:

Charles H. Szabuniewicz

By:   
 Charles H. Szabuniewicz

(1) Address of property: 321 First St..  
 Boyett, Block 11, Lot 12  
 App Dist Prop ID# R18595  
 Total Assessed Value \$52,000

(2) Address of property: 310 First St.  
 Boyett, Block 12, Lot 6  
 App Dist Prop ID# R18611  
 Total Assessed Value \$55,290

(3) Address of property: 312 First St.  
 Boyett, Block 12, Lot 7  
 App Dist Prop ID# R18612  
 Total Assessed Value \$54,570

(4) Address of property: 403 Second  
 Boyett, Block 20, Lot 7  
 App Dist Prop ID# R18716  
 Total Assessed Value \$42,320

(5) Address of property: 401 Second  
 Boyett, Block 20, Lot 8  
 App Dist Prop ID# R18717  
 Total Assessed Value \$42,190

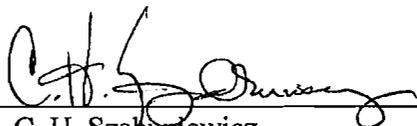
(6) Address of property: 416-418 Tauber  
Tauber, Block 2, Lot 7  
App Dist Prop ID# R44949  
Total Assessed Value \$59,030

(7) Address of property: 420-424 Tauber  
Tauber, Block 2, Lot 8 & Pt. of 9  
App Dist Prop ID# R44950  
Total Assessed Value \$72,450

(8) Address of property: 500 Cherry St.  
Tauber, Block 2, Lot 10 & Pt. of 9  
App Dist Prop ID# R44951  
Total Assessed Value \$72,720

PETITIONERS:

C. H. Szabuniewicz Individual & as  
Trustee of M. A Szabuniewicz

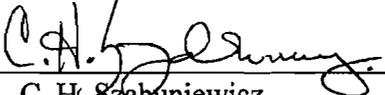
By:   
C. H. Szabuniewicz

(1) Address of property: 509 First St.  
Boyett, Block 15, Lot 16  
App Dist Prop ID# R18673  
Total Assessed Value \$49,230

(2) Address of property: 507 First St.  
Boyett, Block 15, Lot 17  
App Dist Prop ID# R18674  
Total Assessed Value \$50,630

PETITIONERS:

Izabella M. Szabuniewicz

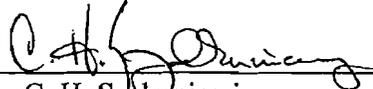
By:   
C. H. Szabuniewicz

(1) Address of property: 308 First St.  
Boyett, Block 12, Lot 05  
App Dist Prop ID# R18610  
Total Assessed Value \$56,120

(2) Address of property: 317 First St.  
Boyett, Block 11, Lot 14  
App Dist Prop ID# R18597  
Total Assessed Value \$54,190

PETITIONERS:

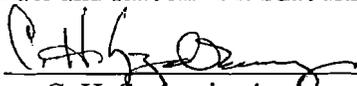
Michael Szabuniewicz

By:   
C. H. Szabuniewicz

(1) Address of property: 319 First St.  
Boyett, Block 11, Lot 13  
App Dist Prop ID# R18596  
Total Assessed Value \$54,150

PETITIONERS:

Michael and Izabella M. Szabuniewicz

By:   
C. H. Szabuniewicz

(1) Address of property: 414 Tauber  
Tauber, Block 2, Lot 6  
App Dist Prop ID# R44948  
Total Assessed Value \$60,110

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

Exhibit A

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, Texas 77845  
(409) 690-3378

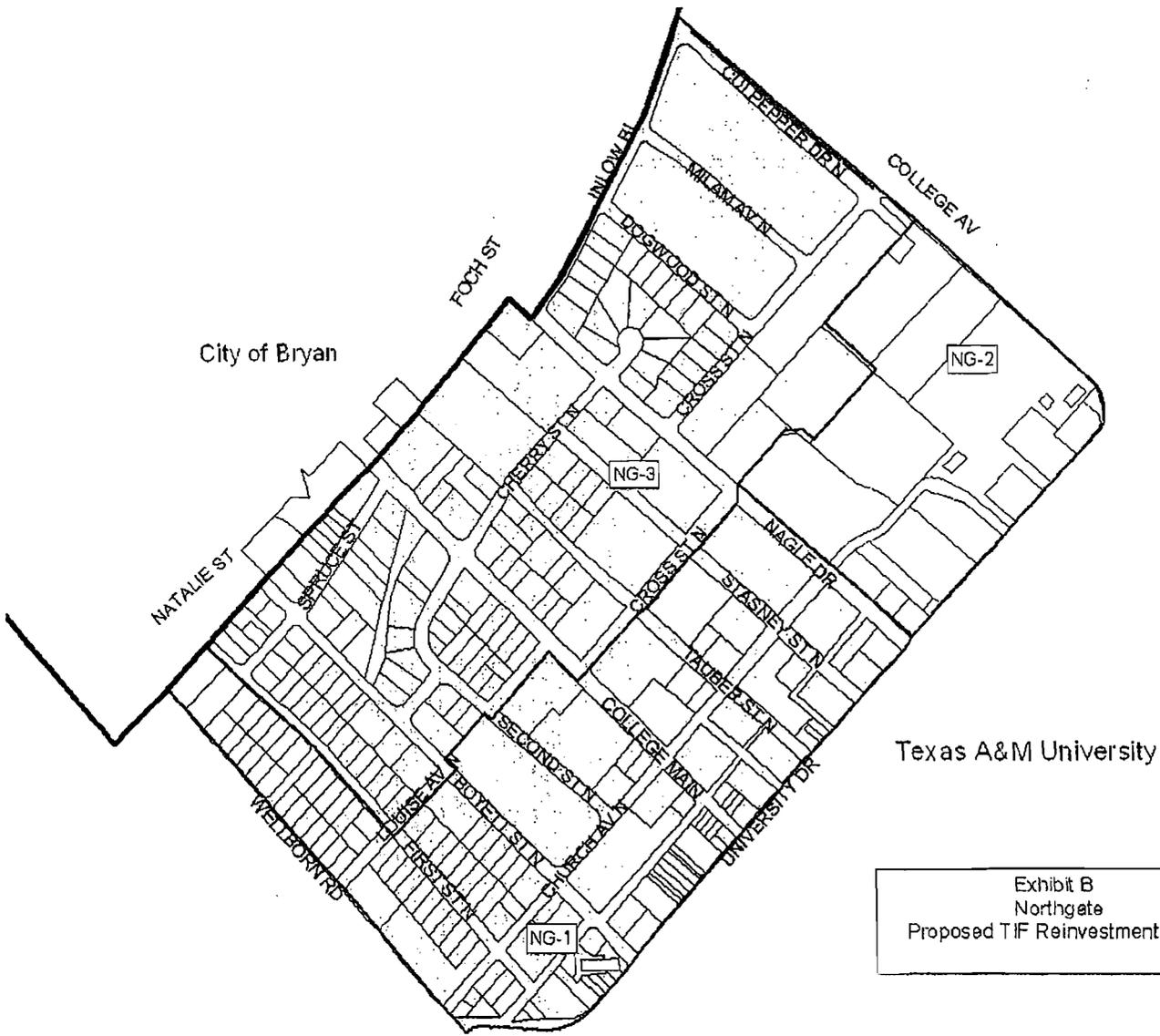
North Gate Tax Increment Finance District  
J.E. Scott League  
College Station, Texas  
August 26, 2005

All that certain tract or parcel of land lying and being situated in the J.E. Scott League in College Station, Brazos County, Texas, being all of the W.C. Boyett Subdivision according to plat of record in Volume 100, Page 440 of the Deed Records of Brazos County, Texas, all of the Tauber Addition according to plat of record in Volume 133, Page 182 of the Deed Records of Brazos County, Texas, all of the Second Revision of Oak Terrace Addition according to plat of record in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, all of The Ramparts addition according to plat of record in Volume 477, Page 145 of the Deed Records of Brazos County, Texas, all of that tract described in "Exhibit B", "Exhibit C" and "Exhibit D" in deed to John Cecil Culpepper III recorded in Volume 1190, Page 466 of the Official Records of Brazos County, Texas, that tract conveyed to Franchise Realty Interstate Corp. by deed recorded in Volume 318, Page 531 of the Deed Records of Brazos County, Texas, that tract conveyed to Don D. Dabbs by deed recorded in Volume 464, Page 395 of the Deed Records of Brazos County, Texas, that tract conveyed to MB Development Company by deed recorded in Volume 1302, Page 4 of the Official Records of Brazos County, Texas, that tract conveyed to Community Savings and Loan Association by deed recorded in Volume 198, Page 541 of the Deed Records of Brazos County, Texas, that tract conveyed to College Station State Bank by deed recorded in Volume 189, Page 403 of the Deed Records of Brazos County, Texas, and that tract conveyed to M.L. Cashion by deed recorded in Volume 202, Page 323 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the most westerly corner of the said W.C. Boyett Subdivision in the northeast line of Wellborn Road (FM 2154), which point is on the northwest city limits line of the City of College Station, Texas.

Thence N 43° 13' 29" E - 1373.36 feet along the northwest line of the W.C. Boyett Subdivision and the northwest city limits line of the City of College Station, at 248.70 feet pass a 1" iron bar in concrete found at the north end of First Street, to the most northerly corner of the said W.C. Boyett Subdivision;

Thence N 40° 47' 35" E - 546.89 feet continuing along the northwest city limits line of the City of College Station to a ½" iron rod found at the most northerly corner of the said Tauber Addition in the southwest line of Nagle Street;



City of Bryan

Texas A&M University

Exhibit B  
Northgate  
Proposed TIF Reinvestment Zone



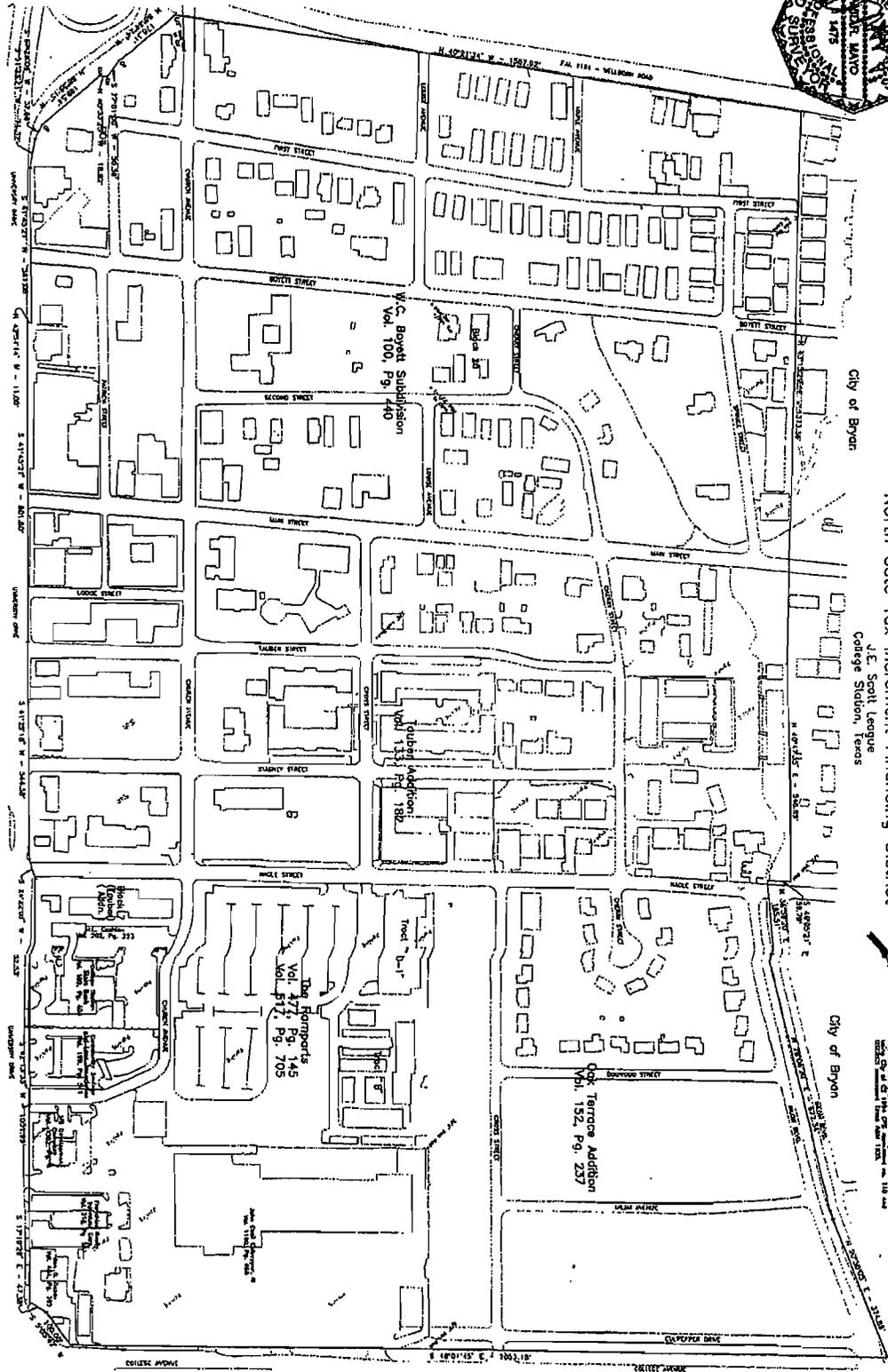
Prepared by  
City of Bryan  
from survey made in 1935.

### North Gate Tax Increment Financing District

J.E. Spott League  
College Station, Texas



Scale  
0 10 20 30 Feet  
0 10 20 30 Meters



**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
UNDER CHAPTER 311, TAX CODE**

**TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

Pursuant to the provisions of Chapter 311, of the Texas Tax Code as amended (the "Code"), the undersigned Petitioners hereby request the City Council of the City of College Station, Texas (the "City"), to establish within the City a reinvestment zone (the "Zone") over an area of land described by metes and bounds in Exhibit "A" and shown as Exhibit "B" (the "College Station Reinvestment Zone Number 16 Area"). Petitioners are the owners of property constituting at least 50 percent of the appraised value of the property in the College Station Reinvestment Zone Number 16 Area according to most recent certified appraisal roll for the County of Brazos, Texas.

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The Petitioners would respectfully request the City Council as follows:

1. To create the proposed Zone pursuant to the provisions of Chapter 311 of the Code and name it the "Reinvestment Zone Number 16, City of College Station, Texas."
2. To provide that the Zone contain the area described by metes and bounds in "Exhibit A" and as shown hereto as "Exhibit B", both of which are incorporated herein for all purposes.
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**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
UNDER CHAPTER 311, TAX CODE**

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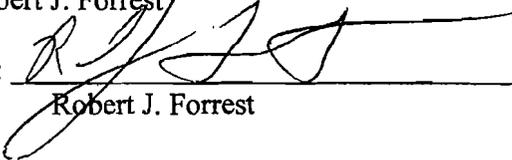
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5. To provide such other action and assistance as the City Council may deem necessary and appropriate to assist in the development of the College Station Reinvestment Zone Number 16 Area.

Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 26 day of Oct, 2005, by the undersigned Petitioners.

PETITIONERS:

Robert J. Forrest

By:   
 Robert J. Forrest

|                          |  |
|--------------------------|--|
| (1) Address of property: | 301 College Main<br>Boyett, Block 6,7 Lot 27 |
| App Dist Prop ID#        | R18568                                       |
| Total Assessed Value     | \$611,790                                    |

|                          |  |
|--------------------------|--|
| (2) Address of property: | 303 College Main<br>Boyett, Block 6,7 Lot 26 |
| App Dist Prop ID#        | R18567                                       |
| Total Assessed Value     | \$193,180                                    |

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
UNDER CHAPTER 311, TAX CODE**

**TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

Pursuant to the provisions of Chapter 311, of the Texas Tax Code as amended (the "Code"), the undersigned Petitioners hereby request the City Council of the City of College Station, Texas (the "City"), to establish within the City a reinvestment zone (the "Zone") over an area of land described by metes and bounds in Exhibit "A" and shown as Exhibit "B" (the "College Station Reinvestment Zone Number 16 Area"). Petitioners are the owners of property constituting at least 50 percent of the appraised value of the property in the College Station Reinvestment Zone Number 16 Area according to most recent certified appraisal roll for the County of Brazos, Texas.

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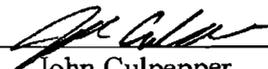
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5. To provide such other action and assistance as the City Council may deem necessary and appropriate to assist in the development of the College Station Reinvestment Zone Number 16 Area.

Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 21<sup>st</sup> day of Oct, 2005, by the undersigned Petitioners.

PETITIONERS:

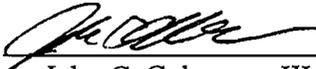
Culpepper Family LP.

By:   
John Culpepper

|        |                        |  |             |
|--------|------------------------|--|-------------|
| R38611 | 711 Church             | RAMPARTS, LOT 1R, ACRES 3.049  | \$1,328,140 |
| R13580 | 311-315 S. Colleg Ave  | A005001 J E SCOTT (ICL), TRACT 100.4, ACRES 2.71, "PT OF UNIVERSITY SQUARE (AGGIELAND TO LAZER AREA)"      | \$1,234,480 |
| R13579 | 303-309 S. College Ave | A005001 J E SCOTT (ICL), TRACT 100.3, ACRES 2.11, "PT OF UNIVERSITY SQUARE (ROTHER'S & HANCOCK'S SECTION)" | \$975,410   |
| R13591 | 817 University Dr.     | A005001 J E SCOTT (ICL), TRACT 900, "PT OF UNIVERSITY SQUARE (ATM BLDG)"                                   | \$75,920    |
| R13578 | 317 S. College Ave     | A005001 J E SCOTT (ICL), TRACT 100.2, "PT OF UNIVERSITY SQUARE(ALICIA'S BLDG)"                             | \$75,400    |
| R35680 | 701 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 26   | \$73,140    |
| R35680 | 701 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 26   | \$73,140    |
| R35678 | 705 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 24   | \$63,620    |
| R35675 | 704 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 21   | \$62,750    |
| R35679 | 703 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 25   | \$60,770    |
| R35659 | 708 Inlow Blvd         | OAK TERRACE (CS), BLOCK 11, LOT 5  | \$59,680    |
| R35673 | 700 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 19   | \$59,570    |
| R35676 | 706 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 22   | \$55,210    |
| R35661 | 507 Dogwood            | OAK TERRACE (CS), BLOCK 11, LOT 7  | \$54,100    |
| R35669 | 707 Cross              | OAK TERRACE (CS), BLOCK 11, LOT 15   | \$51,950    |
| R35670 | 705 Cross              | OAK TERRACE (CS), BLOCK 11, LOT 16   | \$51,910    |
| R35662 | 505 Dogwood            | OAK TERRACE (CS), BLOCK 11, LOT 8  | \$51,880    |
| R35668 | 709 Cross              | OAK TERRACE (CS), BLOCK 11, LOT 14   | \$51,690    |
| R35677 | 707 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 23   | \$51,310    |
| R35674 | 702 Cherry             | OAK TERRACE (CS), BLOCK 11, LOT 20   | \$51,070    |

PETITIONERS:

John C. Culpepper III

By:   
John C. Culpepper III

|        |                    |   |             |
|--------|--------------------|---|-------------|
| R13581 | 301 S. College Ave | A005001 J E SCOTT (ICL), TRACT 100.5, ACRES 4.7663, "PT OF UNIVERSITY SQUARE (GROCERY STORE SECTION)" | \$2,106,950 |
| R13588 | 107 S. College Ave | A005001 J E SCOTT (ICL), TRACT 700, "PT OF UNIVERSITY SQUARE (SCHLOTZSKY BLDG)"                       | \$208,130   |
| R13576 | 725 University Dr. | A005001 J E SCOTT (ICL), TRACT 100, "PT OF UNIVERSITY SQUARE (SMALL STRIP BLDG)"                      | \$191,620   |
| R13589 | 103 S. College Ave | A005001 J E SCOTT (ICL), TRACT 700.1, "PT OF UNIVERSITY SQUARE (IHOP BLDG)"                           | \$159,690   |

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
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PETITIONERS:

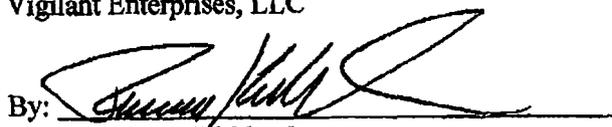
301 Church Avenue, LP

By:   
Thomas Kirkland

(1) Address of property: 301 Church Ave.  
Boyett, Block 6,7 Lot 1 Replat  
App Dist Prop ID# R18555  
Total Assessed Value \$15,929,160

PETITIONERS:

Vigilant Enterprises, LLC

By:   
Thomas Kirkland

(2) Address of property: 315 Boyett  
Boyett, Block 12, Lot 12 thru 15  
App Dist Prop ID# R18616  
Total Assessed Value \$220,760

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

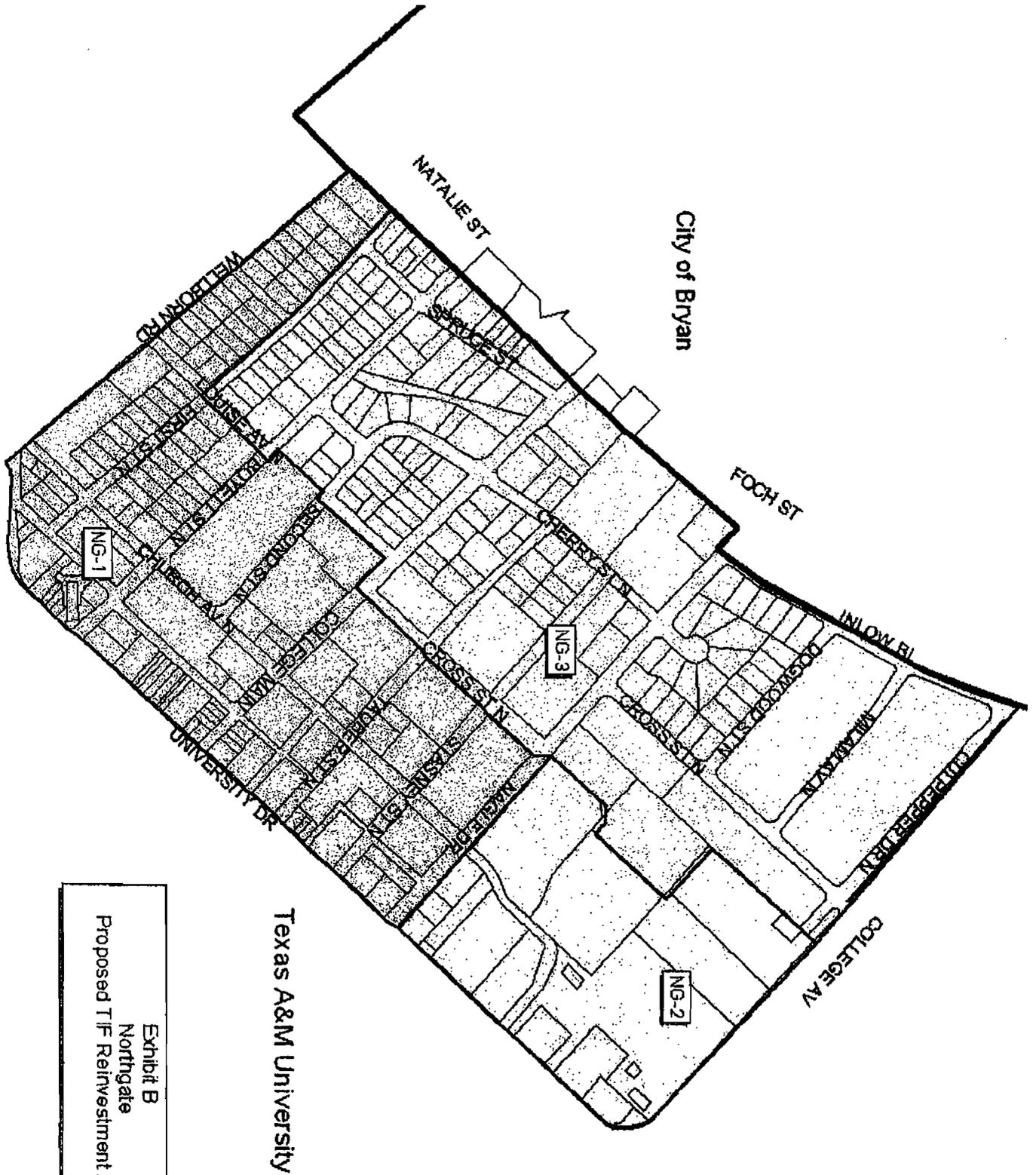


Exhibit B  
 Northgate  
 Proposed TIF Reinvestment Zone

Texas A&M University

City of Bryan

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
UNDER CHAPTER 311, TAX CODE**

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4. To appoint a Board of Directors for the Zone to exercise the authority granted by Chapter 311 for administration, management, and operation of the Zone and implementation of the Zone project plan and Zone financing plan.
5. To provide such other action and assistance as the City Council may deem necessary and appropriate to assist in the development of the College Station Reinvestment Zone Number 16 Area.

Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 28 day of Oct 2005, by the undersigned Petitioners.

PETITIONERS:

AGGIE INNS LTD

By:   
 Aggie Inns LTD  
 Jim McCullough

(1) Address of property: 501 Nagle Street, Ste. #1  
 Normandy Square Condos,  
 Bldg A, Unit 1  
 App Dist Prop ID# R33923

(2) Address of property: 501 Nagle Street, Ste. #2  
 Normandy Square Condos,  
 Bldg A, Unit 2  
 App Dist Prop ID# R33924

(3) Address of property: n/a  
 Normandy Square Condos,  
 Bldg A, Unit 3  
 App Dist Prop ID# R33925

(4) Address of property: n/a  
 Normandy Square Condos,  
 Bldg A, Unit 4  
 App Dist Prop ID# R33926

(5) Address of property: n/a  
Normandy Square Condos,  
Bldg B, Unit 5  
App Dist Prop ID# R33927

(6) Address of property: n/a  
Normandy Square Condos,  
Bldg B, Unit 6  
App Dist Prop ID# R33928

(7) Address of property: n/a  
Normandy Square Condos,  
Bldg B, Unit 7  
App Dist Prop ID# R33929

(8) Address of property: 503 Nagle Street, Ste. #3  
Normandy Square Condos,  
Bldg B, Unit 8  
App Dist Prop ID# R33930

(9) Address of property: n/a  
Normandy Square Condos,  
Bldg C, Unit 9  
App Dist Prop ID# R33931

(10) Address of property: n/a  
Normandy Square Condos,  
Bldg C, Unit 10  
App Dist Prop ID# R33932

(11) Address of property: n/a  
Normandy Square Condos,  
Bldg C, Unit 11  
App Dist Prop ID# R33933

(12) Address of property: n/a  
Normandy Square Condos,  
Bldg C, Unit 12  
App Dist Prop ID# R33934

(13) Address of property: n/a  
Normandy Square Condos,  
Bldg D, Unit 13  
App Dist Prop ID# R33935

(14) Address of property: n/a  
Normandy Square Condos,  
Bldg D, Unit 14  
App Dist Prop ID# R33936

(15) Address of property: n/a  
Normandy Square Condos,  
Bldg D, Unit 15  
App Dist Prop ID# R33937

(16) Address of property: n/a  
Normandy Square Condos,  
Bldg D, Unit 16  
App Dist Prop ID# R33938

(17) Address of property: n/a  
Normandy Square Condos,  
Bldg E, Unit 18.  
App Dist Prop ID# R33940

(18) Address of property: n/a  
Normandy Square Condos,  
Bldg E, Unit 19  
App Dist Prop ID# R33941

(19) Address of property: n/a  
Normandy Square Condos,  
Bldg E, Unit 20  
App Dist Prop ID# R33942

(20) Address of property: n/a  
Normandy Square Condos,  
Bldg F, Unit 21  
App Dist Prop ID# R33943

(21) Address of property: n/a  
Normandy Square Condos,  
Bldg F, Unit 22  
App Dist Prop ID# R33944

(22) Address of property: n/a  
Normandy Square Condos,  
Bldg F, Unit 23  
App Dist Prop ID# R33945

(23) Address of property: n/a  
Normandy Square Condos,  
Bldg F, Unit 24  
App Dist Prop ID# R33946

(24) Address of property: n/a  
Normandy Square Condos,  
Bldg G, Unit 25  
App Dist Prop ID# R33947

(25) Address of property: n/a  
Normandy Square Condos,  
Bldg G, Unit 26  
App Dist Prop ID# R33948

(26) Address of property: n/a  
Normandy Square Condos,  
Bldg G, Unit 27  
App Dist Prop ID# R33949

(27) Address of property: 503 Cherry Street  
Tauber, Block C & D, Acres  
2.493  
App Dist Prop ID# R44957

AGGIE INNS II LTD

By:   
Aggie Inns II LTD  
Jim McCullough

(1) Address of property: 311 Stasney Street  
Tauber, Block 1, Lot 4 Thru  
9, Pt. of Casa Del Sol Apts.  
(Ph#2)  
App Dist Prop ID# R44945

(2) Address of property: 401 Stasney Street  
Tauber, Block 2, Lot 1 Thru  
5 & 16 Thru 20, Pt. of Casa  
Del Sol Apts. (Ph#1)  
App Dist Prop ID# R44947

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

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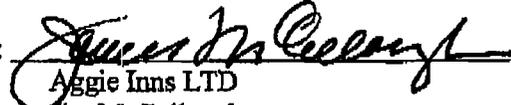
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Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 28 day of Oct 2005, by the undersigned Petitioners.

PETITIONERS:

AGGIE INNS LTD

By:   
 Aggie Inns LTD  
 Jim McCullough

(1) Address of property: 501 Nagle Street, Ste. #1  
 Normandy Square Condos,  
 Bldg A, Unit 1  
 App Dist Prop ID# R33923

(2) Address of property: 501 Nagle Street, Ste. #2  
 Normandy Square Condos,  
 Bldg A, Unit 2  
 App Dist Prop ID# R33924

(3) Address of property: n/a  
 Normandy Square Condos,  
 Bldg A, Unit 3  
 App Dist Prop ID# R33925

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 Normandy Square Condos,  
 Bldg A, Unit 4  
 App Dist Prop ID# R33926

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Normandy Square Condos,  
Bldg B, Unit 5  
App Dist Prop ID# R33927

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Normandy Square Condos,  
Bldg B, Unit 6  
App Dist Prop ID# R33928

(7) Address of property: n/a  
Normandy Square Condos,  
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App Dist Prop ID# R33930

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Bldg C, Unit 9  
App Dist Prop ID# R33931

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Normandy Square Condos,  
Bldg D, Unit 13  
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By:   
Aggie Inns II LTD  
Jim McCullough

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(Ph#2)  
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Del Sol Apts. (Ph#1)  
App Dist Prop ID# R44947

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
FOR THE DESIGNATION OF REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF COLLEGE STATION, TEXAS  
UNDER CHAPTER 311, TAX CODE**

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Petitioners represent to the City Council that:

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2. The Area substantially impairs the city's growth because of a substantial number of substandard or deteriorating structures.
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The Petitioners would respectfully request the City Council as follows:

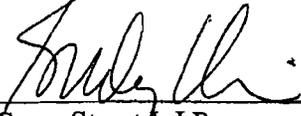
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4. To appoint a Board of Directors for the Zone to exercise the authority granted by Chapter 311 for administration, management, and operation of the Zone and implementation of the Zone project plan and Zone financing plan.
5. To provide such other action and assistance as the City Council may deem necessary and appropriate to assist in the development of the College Station Reinvestment Zone Number 16 Area.

Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 20<sup>th</sup> day of OCT, 2005, by the undersigned Petitioners.

PETITIONERS:

CROSS STREET I, LP

By:   
 Cross Street I, LP  
 Randy Klein

Address of property: 405 Cross Street.  
 Boyett, Block 4, Lot 1-3 &  
 14-16  
 App Dist Prop ID# R18526

RADAKOR, LLC

By:   
 Radakor, LLC  
 Randy Klein

Address of property: 405 College Main  
 Boyett, Block 5, Lot 8  
 App Dist Prop ID# R18547

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
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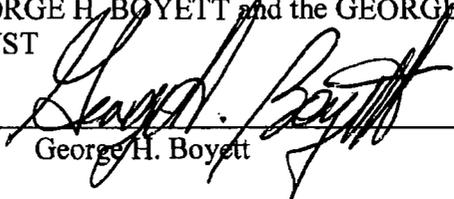
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5. To provide such other action and assistance as the City Council may deem necessary and appropriate to assist in the development of the College Station Reinvestment Zone Number 16 Area.

Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 12<sup>th</sup> day of Oct, 2005, by the undersigned Petitioners.

PETITIONER:

GEORGE H. BOYETT and the GEORGE H. BOYETT TRUST

By:   
 George H. Boyett

(1) Address of property: 107-113 Boyett St.  
 Boyett, Block 8, Lot 9,10,11  
 App Dist Prop ID# R18577

(2) Address of property: Behind Campus Theater  
 Boyett, Block 8, Lot 12,13,14  
 App Dist Prop ID# R18578

(3) Address of property: 401 First St.  
 Boyett, Block 13, Lot 13, 14  
 (East Half of Both)  
 App Dist Prop ID# R18636

(4) Address of property: 105 Louise Ave.  
 Boyett, Block 13, Lot 13, 14  
 (West Half of Both)  
 App Dist Prop ID# R18637

(5) Address of property: 404 First St.  
 Boyett, Block 14, Lot 3

App Dist Prop ID# R18640  
(6) Address of property: 406 First St.  
Boyett, Block 14, Lot 4  
App Dist Prop ID# R18641

(7) Address of property: 408 First St.  
Boyett, Block 14, Lot 5  
App Dist Prop ID# R18642

(8) Address of property: 410 First St.  
Boyett, Block 14, Lot 6  
App Dist Prop ID# R18643

(9) Address of property: 400 Nagle St. Unit #113  
North Ramparts Condos,  
Bldg. A, Unit 113  
App Dist Prop ID# R38627

By executing this Petition, the foregoing persons represent and warrant that they are duly authorized to execute this Petition on behalf of the respective entity named above.

**A PETITION TO THE CITY COUNCIL OF THE CITY OF COLLEGE STATION  
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Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 13<sup>th</sup> day of Oct; 2005, by the undersigned Petitioners.

PETITIONERS:

BILL J. AND FRANCES COOLEY

By: Bill Cooley  
Bill J. Cooley

By: Frances Cooley  
Frances Cooley

(1) Address of property: 409 Tauber St.  
Boyett, Block 4, Lot 12 & 13  
App Dist Prop ID# R18535

(2) Address of property: 304 Tauber St.  
Tauber, Block 1, Lot 3  
App Dist Prop ID# R44944

(3) Address of property: 509 University Dr.  
Tauber, Block 5, Lot 2  
App Dist Prop ID# R44967

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Respectfully submitted to the City Council of the City of College Station by and through its City Secretary this 26<sup>th</sup> day of Oct., 2005, by the undersigned Petitioners.

PETITIONERS:

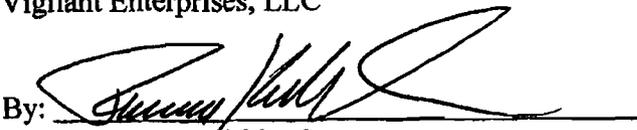
301 Church Avenue, LP

By:   
Thomas Kirkland

|                          |   |
|--------------------------|---|
| (1) Address of property: | 301 Church Ave.<br>Boyett, Block 6,7 Lot 1 Replat |
| App Dist Prop ID#        | R18555  |
| Total Assessed Value     | \$15,929,160                                      |

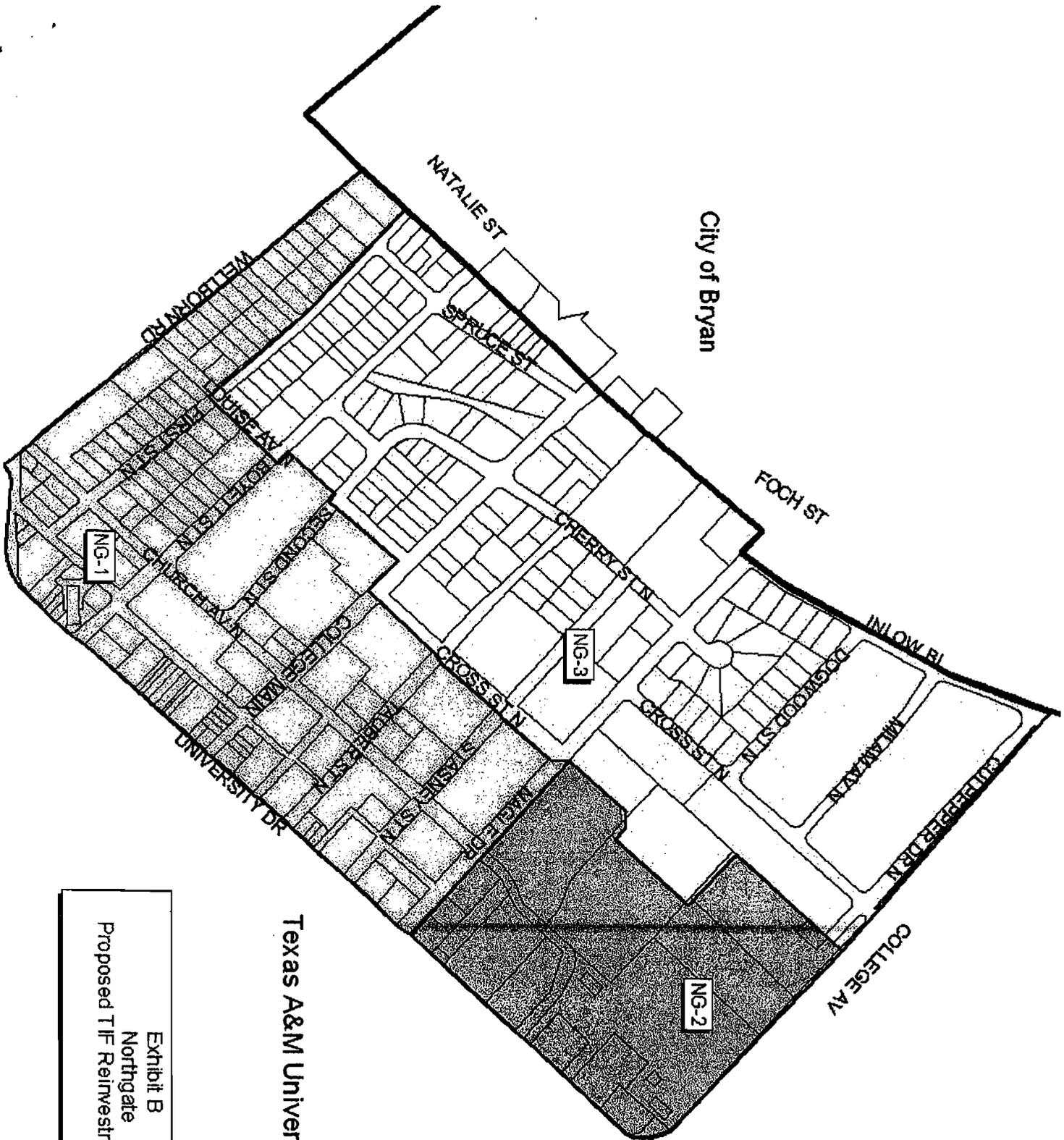
PETITIONERS:

Vigilant Enterprises, LLC

By:   
Thomas Kirkland

|                          |  |
|--------------------------|--|
| (2) Address of property: | 315 Boyett<br>Boyett, Block 12, Lot 12 thru 15 |
| App Dist Prop ID#        | R18616   |
| Total Assessed Value     | \$220,760                                      |

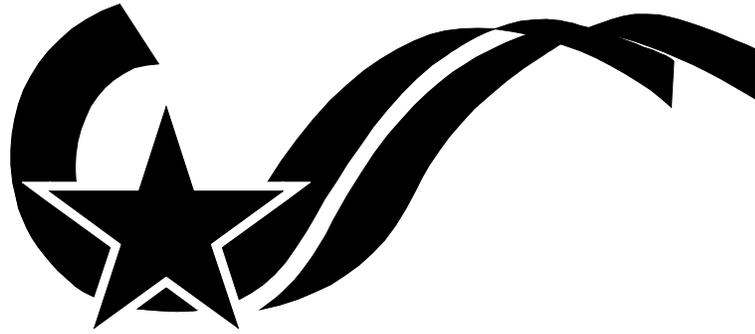
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City of Bryan

Texas A&M University

Exhibit B  
 Northgate  
 Proposed TIF Reinvestment Zone



CITY OF COLLEGE STATION

**Tax Increment  
Reinvestment Zone #16**

**Northgate District**

**Approved Project and Finance Plan**

Approved by Board of Directors  
August 28, 2006

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## **Disclaimer**

Neither this report nor its conclusion may be referred to or included in any product or part of any offering made in connection with private syndication of equity, sales of bonds, sales of securities or sale of participation interests to the public without express written consent of Stein Planning and Management.

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## **Section 1 – Project Objectives**

### **A Convention Center and Redevelopment of Northgate**

The Northgate tax increment financing reinvestment zone is a tool to facilitate development of a convention center in the Northgate area of College Station. The convention center is a stimulus to development of hotels, retail stores and services, offices, condominiums and apartments in its vicinity. These new developments will add value and tax revenue to College Station, Brazos County and the College Station ISD. Northgate will become a more desirable neighborhood.

To accomplish these objectives, the City Council of College Station has established the Tax Increment Reinvestment Zone #16, subject to the Tax Increment Financing Act, Chapter 311 of the Texas Property Tax Code. The zone was formed pursuant to a voluntary petition by property owners in accordance with Tax Code Section 311.005(a)(5). In this plan document, the zone is referred to as the "Northgate TIF zone" or simply the "TIF zone."

#### **Project Description**

The public improvements will include a convention center with the following:

- n Approximately 43,000 s.f. of gross leasable area including a 12,750 s.f. grand ballroom, a 20,000 s.f. exhibit hall, a 5,500 s.f. junior ballroom, and 5,000 s.f. of divisible meeting space.
- n Back of the house space including kitchen, employee areas, administrative offices, laundry room, housekeeping, mechanical room, lobby, outdoor reception area, employee area, restrooms, parking garage, site hardscape, site landscape, signage, and utilities.

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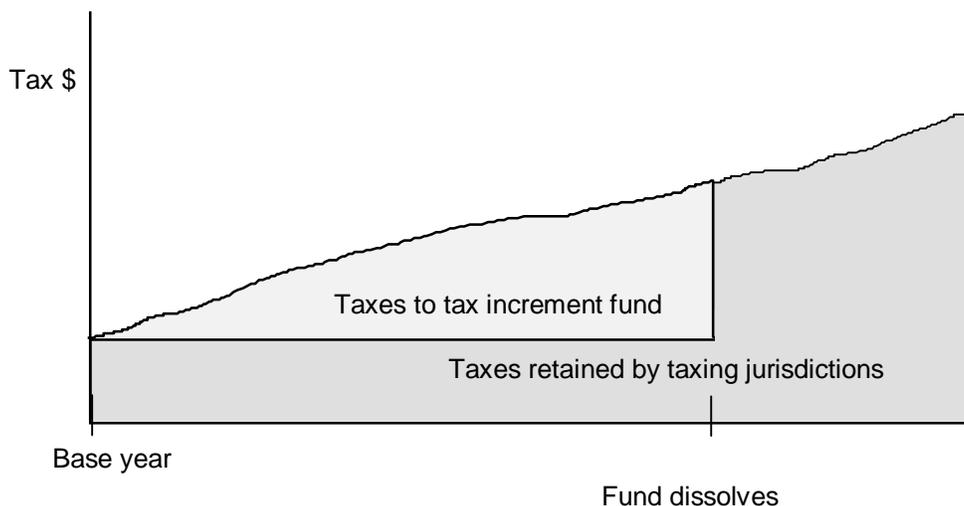
## Section 2 – What is Tax Increment Financing?

College Station and Brazos County are not strangers to tax increment financing. Tax increment financing (“TIF”) is a tool local governments of Texas have used since 1986 to finance public improvements within defined areas that have unique challenges and opportunities for economic development. Municipal authority to designate a TIF zone comes from Chapter 311 of the Texas Property Tax Code.

A municipality makes public improvements in an area eligible for TIF by designating a reinvestment zone. Tax dollars generated by increased real property appraisals, new development and/or sales tax within the zone flow to a tax increment fund (“TIF fund”) for all or part of a term specified by the municipal governing body. Cash flow to the TIF fund is then disbursed according to a TIF project and financing plan approved by a TIF Board and the City Council, as prescribed by statute and the ordinance designating the TIF zone. With few exceptions, the TIF fund may be used only for public improvements within the TIF zone.

**Exhibit A** shows how tax from designated sources in a TIF zone flows to a taxing jurisdiction and to a TIF fund. **Exhibit A** assumes that tax generation in the zone increases soon after the TIF zone has been designated.

### Exhibit A Real Property Tax Flow with Tax Increment Financing



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Inclusion of property in a TIF zone does not change any tax rate for the property. Tax rates in the zone are the same as tax rates outside the zone, given a common set of taxing jurisdictions.

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## Section 3 – Reinvestment Zone Description

**Exhibit B** is a map of the Northgate TIF zone. The zone is immediately north of Texas A & M University's main campus in College Station. Boundaries are University Drive, Wellborn Road, the Bryan city limit and South College Avenue. Zone boundaries that follow public streets or highways shall be construed to include all such public rights-of-way.

There are 83.12 taxable acres in the proposed zone, excluding right-of-way. Including fully-exempt accounts, but not rights-of way, the zone contains 115.55 acres. The total acreage in the Zone 141.94 acres.

**Schedule 1** (Finance Plan Schedules) identifies the Captured Values for the TIF as determined by the Brazos County Appraisal District. The 2006 appraised value of taxable accounts is \$71,519,668. After allowances for various exemptions or abatements, values of the real property accounts in the zone liable for taxation in 2006 are, according to the Brazos Appraisal District:

|                         |              |
|-------------------------|--------------|
| City of College Station | \$71,519,668 |
| Brazos County           | \$71,489,438 |
| College Station ISD     | \$71,369,668 |

These values differ slightly because different taxing units may have different exemption policies and different tax abatements. These amounts liable for taxation are the bases for 2006 "base values" of real property in the zone.

**Exhibit C** maps existing uses and conditions in the zone. The zone contains a mix of apartment, condominium, institutional, retail and residential uses and vacant land. **Exhibit E** provides an aerial map of the zone.

Much of the area is substantially deteriorated. Terrain in this area is generally flat. One regulatory floodplain exists in the area. Conditions in the zone substantially impair the sound growth of the city and retard the provision of housing and other development. The proposed zone thus meets this statutory test for designation of a reinvestment zone.

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## Section 4 – Development with Tax Increment Financing

**Exhibit D** is a map locating key development sites anticipated in the zone within immediate years, given the stimulus of a tax increment financing program. Identity of these sites is not intended to preclude or discourage redevelopment at additional sites in the zone.

The public improvement to be accomplished with tax increment financing is the convention center. This will be a facility with approximately 43,000 gross leasable square feet of floor area, conveniently accessible to a full-service hotel. The convention center is not expected to be a taxable property, but the adjacent hotel and other anticipated developments will be fully taxable.

**Schedule 2** is a cost estimate for the convention center. It allocates expenditures to years in which dollars are likely to be spent. The TIF fund is created to pay these project costs for convention center construction. Total project costs before finance charges are expected to be approximately \$25,000,000.

The key development sites are quantified as to site size, estimated floor area, estimated appraised value and estimated completion year by **Schedule 3**. **Schedule 3** includes redevelopment in the Northgate zone. Over a twenty-year period, **Schedule 3** anticipates 1,513,000 gross square feet of new floor area construction, an average of 75,650 square feet annually. If constructed and absorbed today, the new development would have an estimated appraisal value for tax purposes of \$141 million, including land. Net new appraisal value would be roughly \$130 million. Actual construction costs and sale prices will probably exceed appraisals.

The **Schedule 4** series (**4-City**, **4-County** and **4-ISD**) adds a time dimension to the appraisal assumptions of **Schedule 3**. These schedules estimate annual taxable real property values for the Northgate TIF zone through 2035. Each schedule also estimates annual “captured appraised values” (taxable appraised value growth since base year 2006) in the Northgate zone. Annual taxable appraisals and captured appraised values will be slightly different for each taxing unit because each taxing unit may have different policies for exemptions and tax abatements.

Each **Schedule 4** also estimates annual real property tax increments from the Northgate zone and annual reinvestments in the TIF fund. Note that the City of College Station reinvests tax increments generated by the Northgate zone for twenty-one years (fiscal year 2008 through fiscal year 2028). Brazos County is asked to reinvest the O&M (Operations and Maintenance) portion of its tax increments generated by the Northgate zone for twenty years (fiscal year 2009 through fiscal year 2028). The College Station ISD is not asked to participate in

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the TIF fund because the Texas formula for funding education treats reinvestments in TIF funds as local funds available for education, thereby reducing State aid for education, even though the investments in the TIF fund would not remain available to the ISD.

The improvements recommended in this plan are compatible with the uses reflected in the Comprehensive Plan for the City of College Station. The Comprehensive Plan was originally adopted in 1997. A subsequent area study, the "Northgate Redevelopment Implementation Plan," called for an "east-end anchor" for Northgate near the site identified for the full-service hotel and convention center. The plan also called for dense mixed-use development. The plan was reviewed and approved by the College Station City Council in 2003.

No zoning changes are necessary for implementation of **Schedule 3** development. Existing zoning calls for dense mixed-use development. The planning and zoning concept for Northgate includes office, commercial, retail, restaurant and multi-family uses, both condominium and rental.

No residents will be displaced by the convention center or related hotels in Northgate. If and when any residents are required to relocate due to private development in Northgate, the landowner or developer will be responsible for due respect of the rights of tenants.

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## Section 5 – Paying for Public Improvements in the Zone

College Station proposes four streams of revenue to ultimately pay for the convention center at Northgate:

- (1) Real property tax increments from the City;
- (2) Real property tax increments from the County;
- (3) Cash contributions from the City;
- (4) Hotel occupancy tax from hotels in the Northgate zone and parts of the hotel occupancy tax from outside the zone.

Each of these cash sources is represented by a separate line on **Schedule 5, "TIF Fund Sources and Uses of Cash (Debt Service Schedule)."**

No City or County property taxes on the value of the Northgate zone for 2006 are ever directed to the TIF fund. Real property taxes *related to added value* pay for the convention center.

The **Schedule 5** City tax increments are imported from **Schedule 4-City**, which assumes City participation with 100% of real property tax increments from Northgate for twenty-one specified years. Brazos County tax increments are imported from **Schedule 4-County**. County participation is assumed with 100% of only the O&M (operations and maintenance) part of the County tax rate for a term of twenty specified years. Tax rates for the City and County are subject to change and the contributions pledged by the City and County to the Fund shall change as the tax rates change; however, the City shall always commit 100% of its tax rate and the County shall always commit 100% of its O&M tax rate.

Cash contributions from the City are identified in **Schedule 5**. These contributions are separate from the real property tax increments. The principal amount of these contributions may be recovered by the City after all other financial obligations of the TIF fund have been satisfied. Recovery shall be subordinate to all other debt service payments.

Hotel occupancy tax for convention center construction is primarily the incremental hotel tax generated by new hotels in the Northgate TIF zone. These amounts are estimated in **Schedule 6**. Hotel occupancy tax for convention center construction shall also include hotel occupancy tax from outside the zone that is due to increased room

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sales stimulated by the convention center. These figures shall be the fixed annual dollar amounts from **Schedule 6**, estimated for College Station by a previous and independent study. A third stream of hotel occupancy tax for convention center construction shall be the payments from **Schedule 5** in FY 2008-2009 and FY 2009-2010 from the balance of hotel occupancy tax revenue.

If cash contributions from the City or hotel occupancy tax revenue may not be blended with cash in the TIF fund for any reason, cash from these sources may be held in separate funds until applied to payments for the convention center. For simplicity, this plan treats all cash to pay for the convention center as flowing to and from the Northgate TIF fund.

The convention center may experience annual operating cost deficits. In 1997, Coopers and Lybrand conducted a feasibility analysis for the marketability of a convention center in this area. The conclusion indicated a market for a multi-purpose meeting facility. This original analysis estimated that the facility would carry an operating deficit of approximately \$57,000 in year one decreasing to \$37,000 by year five. In March 2000, Price Waterhouse Coopers updated the feasibility analysis. The PWC review and findings indicated, "We have no reason to believe that the estimates of financial operations would vary materially from the estimates presented in the 1997 report." The City retained C. H. Johnson and Associates to perform an additional feasibility and operational evaluation. Johnson concluded that the initial year's operating deficit would be \$413,000, year 2 deficit would be \$352,000, and subsequent annual deficits would level out at around \$220,000. Any potential annual operating deficits of the convention center should be covered by existing revenue from hotel occupancy tax in College Station, currently expected to be \$1,000,000 to \$1,300,000 annually. Total hotel occupancy tax revenue is likely to be sufficient to cover potential operating deficits and the **Schedule 5** anticipated payments for convention center construction in FY 2008-2009 and FY 2009-2010.

Cash flow to the TIF fund depends on early construction of the convention center itself to stimulate development and tax generation. Consequently, the City will issue certificates of obligation, borrowing money at a municipal interest rate in exchange for a debt to be repaid by the TIF fund, including all identified sources from **Schedule 5**.

In the event cash flow to the TIF fund is insufficient to make timely debt service payments, hotel occupancy tax and the City general fund

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will serve as back-up cash sources for certificate debt service, in that order. Unscheduled payments by the City general fund and hotel occupancy tax fund shall be reimbursed by the TIF fund as early as possible and shall be senior to all other obligations of the TIF fund except scheduled payments for debt service on certificates of obligation.

**Schedule 5** shows proceeds of \$25,000,000 from the issue of municipal certificates in FY 2006-2007. Proceeds will be invested until drawn for hard and soft costs of convention center site acquisition and construction or to pay debt service on related certificates of obligation.

This plan anticipates that the reinvestment zone will be designated by the City Council in calendar year 2006, thus making appraised values as of January 1, 2006 the base values for the zone. (Base values may differ slightly for each taxing unit.) The term of the TIF zone and TIF fund will end with collection of the levies of September, 2036 (due in FY 2036-2037). That term may be ended at an earlier date, at the discretion of the City Council, if all TIF fund obligations have been satisfied by such earlier date. Note that although the term of the zone is thirty years, commitments of City tax increments are for only twenty-one specified years; County tax increments for twenty specified years.

The tax increment fund may have a residual balance of cash after all its financial obligations have been met. A residual cash balance is indicated in FY 2027-2028 in **Schedule 5**. Any residual balance after all TIF fund financial obligations have been fully satisfied will be refunded to participating taxing jurisdictions on a pro rata basis.

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## Section 6 – Revenue Benefits for Taxing Units

All real property tax revenue on the 2006 base value of the Northgate zone, all business personal property tax (including growth increments) and all local sales tax (including growth increments) will be earned and retained for normal uses by the City and Brazos County. Real property taxes on value added since 2006 will flow to general funds after FY 2026-2027. **Schedule 7** estimates annual business personal property taxes from Northgate. **Schedule 8** estimates City and County sales taxes from Northgate. Although 2005 legislation permits sales tax increments to flow to a TIF zone, this plan does not propose any sales tax for the TIF zone. Municipal hotel tax generated by hotels in the zone and other hotel occupancy tax will become available for purposes other than convention center construction after FY 2026-2027.

The final schedules in this plan (**Schedules 9-City, 9-County and 9-ISD**) summarize and compare estimated annual taxes from the Northgate TIF zone that respective taxing units will reinvest in the TIF fund and retain for other uses over the analysis period of thirty years. Tax revenues from Northgate and taxes retained from Northgate for general purposes will never drop below 2006 levels unless appraised values and sales drop below 2006 levels. The estimated taxes retained for general uses exceed the reinvestments of estimated new taxes in the convention center in every year.

Redevelopment of Northgate will bring qualitative benefits of a new, revitalized mixed-use neighborhood according to the City's comprehensive plan. It will also bring jobs during and after the construction phases.

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## Exhibits Section

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**Exhibit B Map of Northgate TIF Zone**

**Northgate TIF Zone**



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Exhibit C Existing Uses in Northgate TIF

Existing Uses and Conditions

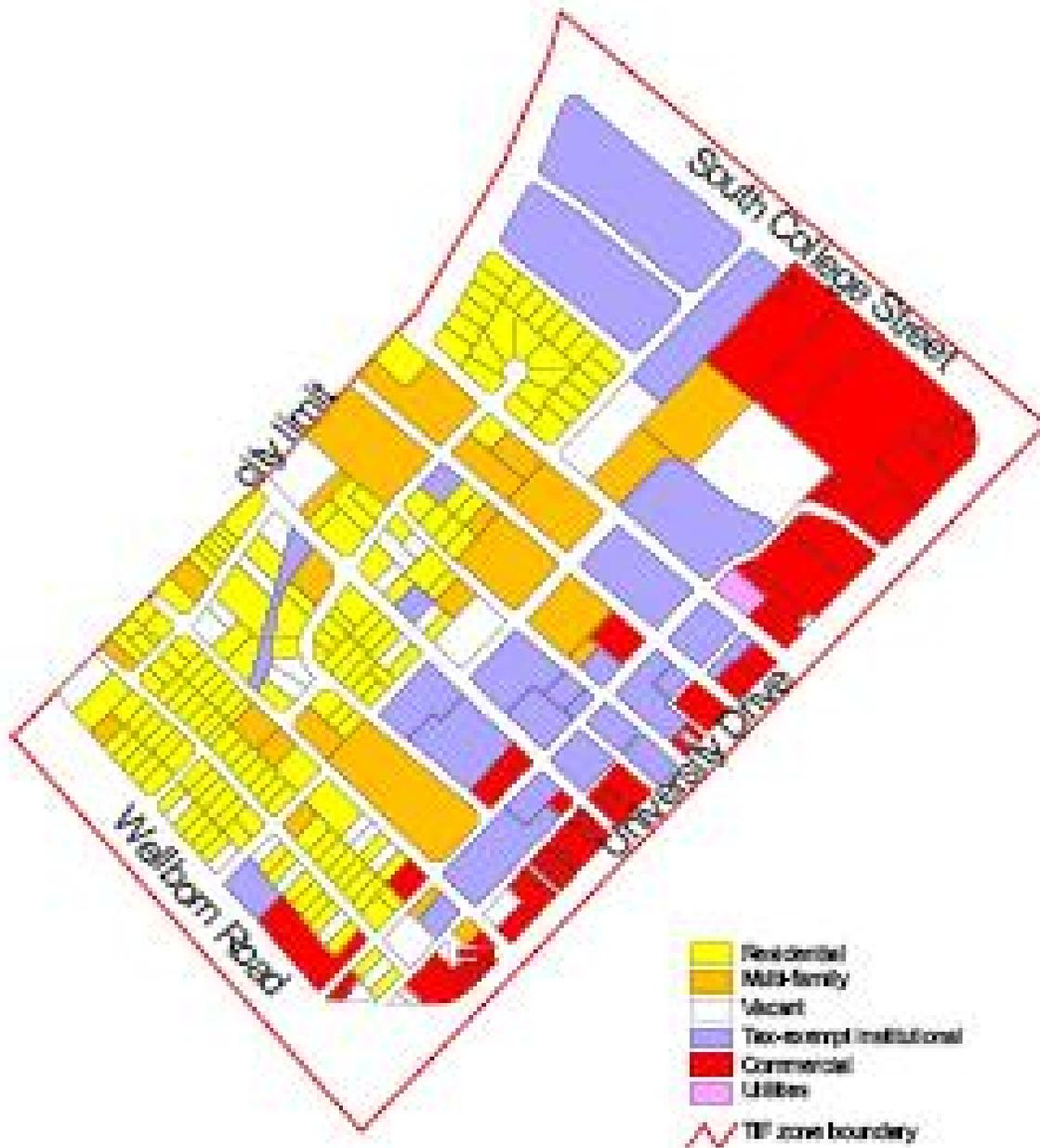


Exhibit D Proposed Redevelopment Project Sites  
Anticipated Development Map



Exhibit E Aerial Map Northgate TIF Zone



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# Finance Schedules

**Schedule 1    2006 Captured Values**

**Brazos County Appraisal District**  
**1673 Briarcrest Dr., Suite A-101**  
**Bryan, Texas 77802**  
**Telephone: (979) 774-4100**  
**Facsimile: (979) 774-4196**



Chief Appraiser

**COLLEGE STATION TAX INCREMENT FINANCING ZONE 16**  
**2006 ANALYSIS - CAPTURED VALUE**  
**(426 PROPERTIES)**

| Tax Year             | Net Taxable 2006<br>Captured Values | Net Taxable 2006<br>Captured Values | Net Taxable 2006<br>Captured Values |
|----------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|                      | Brazos County                       | CSISD                               | COCS                                |
| 2006                 | \$71,489,438                        | \$71,369,668                        | \$71,519,668                        |
| Less 2006 Base       | \$71,489,438                        | Non Participating                   | \$71,519,668                        |
| 2006 Captured Values | \$            0                     | N/A                                 | \$            0                     |

**December 14, 2006**  
**Consent Agenda**  
**Engineering Design Contract for Parallel Collection Line**

**To:** Glenn Brown, City Manager

**From:** John Woody, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-086 with Malcolm-Pirnie in the amount of \$224,335 to provide the design package and construction management services for the Parallel Collection Line.

**Recommendation:** Staff recommends Council approve this resolution.

**Summary:** As the City of College Station grows, additional water wells are required to meet the increasing water consumption demand. The existing water production infrastructure is adequate to meet present demand, but would not be sufficient during a dry summer next year, and will not be sufficient to meet average demands in several years. This engineering design contract will provide the bid documents and construction management services for a parallel water collection line that we expect will add enough collection line capacity to meet growing water demand for approximately the next 25 years.

College Station water wells are located west of Lake Bryan, and the well field collection lines carry the water to the pump station on Sandy Point Road, where it is transmitted to the City. Presently, we have a bottle-neck in the collection system where two branches join and flow to the pump station. A new collection line, parallel to the existing collection line, is required along Sandy Point Road, starting at the intersection of Rye School Road, going all the way to the pump station. This will significantly reduce pressure in the collection pipe line, doubling the water capacity in that section, and will also make water production more efficient. This project is essential to meet the future water demands of our City.

**Budget & Financial Summary:** Funds are budgeted and available in the Water Capital Improvements Fund.

**Attachments:**  
Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR THE PARALLEL WELLFIELD COLLECTION LINE PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the design, bidding, and construction services for the Parallel Wellfield Collection Line; and

WHEREAS, the selection of Malcolm Pirnie, Inc., is being recommended as the most highly qualified provider of the design, bidding, and construction services for the Parallel Wellfield Collection Line; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that Malcolm Pirnie, Inc., is the most highly qualified provider of the services for design, bidding, and construction services for the Parallel Wellfield Collection Line Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie, Inc., for an amount not to exceed \$224,335.00 for the design, bidding, and construction services related to the Parallel Wellfield Collection Line Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvements Fund in the amount of \$224,335.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**December 14, 2006  
Consent Agenda  
Engineering Design Contract for Well 7**

**To:** Glenn Brown, City Manager

**From:** John Woody, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-068 with Malcolm-Pirnie in the amount of \$168,000 to provide the design package and construction management services for Well 7.

**Recommendation:** Staff recommends Council approve this resolution.

**Summary:** As the City of College Station grows, additional water wells are required to meet the increasing water consumption demand. The existing water production infrastructure is adequate to meet present demand, but would not be sufficient during a dry summer next year, and will not be sufficient to meet average demands in several years. This engineering design contract will provide the bid documents and construction management services for Simsboro Well number 7, which is a deep well that we expect will add enough capacity to meet growing water demand for approximately the next 5 years.

This proposed well would be placed on property already owned by the City, located on Old San Antonio Road. Plans call for this well to be drilled into the Simsboro Sand, which is the highest quality and most prolific aquifer in this area. Under a newly established precedent, the Brazos Valley Groundwater District has allowed public water suppliers to be exempt from the regulation that requires control of 650 acres for a 3,000 gallon per minute well, when the property was owned and a well planned to be drilled before the enactment of the regulations. College Station currently has a permit application pending with the Groundwater District for this exemption, which will allow College Station to drill Simsboro Well 7 on this property, which was purchased over ten years ago, and be exempt from the rule requiring ownership of 650 acres around the well site. If approved, we plan for Well 7 to be constructed and in service by early summer 2007.

**Budget & Financial Summary:** Funds are budgeted and available in the Water Capital Improvements Fund. CIP funds designated for Shallow Water Wells in the FY 06-07 budget will be re-allocated to this Deep Well, since it is a better value for the Citizens.

**Attachments:**  
Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR THE WATER WELL SIMSBORO 7 PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the design, bidding, and construction services for the Water Well Simsboro 7; and

WHEREAS, the selection of Malcolm Pirnie Inc. is being recommended as the most highly qualified provider of the design, bidding, and construction services for Water Well Simsboro 7; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that Malcolm Pirnie Inc is the most highly qualified provider of the services for design, bidding, and construction services for the Water Well Simsboro 7 Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie Inc for an amount not to exceed \$168,000.00 for the design, bidding, and construction services related to the Water Well Simsboro 7 Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvements Fund in the amount of \$168,000.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**December 14, 2006**  
**Consent Agenda**  
**Engineering Design Contract for Well 7 Collection Line**

**To:** Glenn Brown, City Manager

**From:** John Woody, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-085 with Malcolm-Pirnie in the amount of \$177,598 to provide the design package and construction management services for the Well 7 Collection Line.

**Recommendation:** Staff recommends Council approve this resolution.

**Summary:** As the City of College Station grows, additional water wells are required to meet the increasing water consumption demand. The existing water production infrastructure is adequate to meet present demand, but would not be sufficient during a dry summer next year, and will not be sufficient to meet average demands in several years. This engineering design contract will provide the bid documents and construction management services for the water collection line to service the proposed Simsboro Well number 7, which is a deep well that we expect will add enough capacity to meet growing water demand for approximately the next 5 years.

Staff has requested City Council approve a resolution for the design contact for Well 7. If approved, this design contract will also be required, to provide the design package and construction management services for the collection line that will get the water from the new well and into the existing well field collection system. This collection system moves the water from the wells to the pump station on Sandy Point Road, where it then flows through a transmission line to the pump station on Dowling Road.

**Budget & Financial Summary:** Funds are budgeted and available in the Water Capital Improvements Fund. Funds designated for Shallow Water Wells in the FY 06-07 budget will be re-allocated to this Deep Well number 7, since it is a better value for the Citizens.

**Attachments:**  
Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR THE WATER WELL SIMSBORO 7 COLLECTION LINE PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the design, bidding, and construction services for the Water Well Simsboro 7 Collection Line; and

WHEREAS, the selection of Malcolm Pirnie Inc. is being recommended as the most highly qualified provider of the design, bidding, and construction services for the Water Well Simsboro 7 Collection Line; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that Malcolm Pirnie Inc. is the most highly qualified provider of the services for design, bidding, and construction services for the Water Well Simsboro 7 Collection Line Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie Inc. for an amount not to exceed \$177,598.00 for the design, bidding, and construction services related to the Water Well Simsboro 7 Collection Line Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvements Fund in the amount of \$177,598.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**December 14, 2006**  
**Consent Agenda**  
**Renewal of Annual Price Agreement for Gasoline and Diesel Fuel**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion on approving a renewal of an annual agreement for gasoline and diesel fuel, contract #05-056, with Brenco Marketing Corp. totaling **\$1,267,340.00**.

**Recommendation(s):** Recommend renewal of the original contract to the lowest, responsible bidder meeting specifications, (Brenco Marketing Corp.) with annual estimated expenditures totaling \$1,267,340.00. The original contract amount was for \$569,830.00. The renewal amount we are now requesting for our 2007 purchase order is \$1,267,340.00 (same as last year). The additional \$697,510.00 expenditures needed are based on last years usage and the current estimates of gallons used per year and the current cost per gallon. The current contract has firm fixed prices for profit and delivery, allowing us to pay cost (which fluctuates) plus markup. These additional expenditures are not a result of any change in the contract or increase in quantities.

**Summary:** In December of 2004, the City of Bryan solicited bids for gasoline and diesel fuel on behalf of several local agencies including City of College Station, City of Hearne, Brazos County, Bryan ISD, College Station ISD and Texas A&M University. The renewal agreement is for a term of one year, December 20, 2006 through December 19, 2007 renewable annually upon mutual consent. This is renewal number two (the last renewal). Fuel is placed in inventory and charged to multiple departments/divisions as used. Fuel is available at three locations: Public Works Fleet Operations, BVSWMA and Public Utilities Warehouse.

**Budget & Financial Summary:** Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

**Attachments:**  
Renewal Letter

\*\*\*\*\*

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew contract #05-056, for annual diesel and gasoline purchases for the total amount of \$1,267,340.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a one year period beginning December 20, 2006 through December 19, 2007.

**BRENCO MARKETING CORP.**

*Donald A. Broach*  
AUTHORIZED REPRESENTATIVE

11-18-06  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Ron Silvia, Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
Glenn D. Brown, City Manager

\_\_\_\_\_  
DATE

*Carla A. Robinson*  
City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 18TH day of NOVEMBER, 2006,  
by DONALD H. BROACH in his/her capacity as PRESIDENT of  
BRENCO Marketing Corp., a TEXAS Corporation, on behalf of said corporation.



*Cynthia A. Massey*  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas  
home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*

**December 14, 2006**  
**Consent Agenda**  
**Various Automotive and Truck Replacement Parts**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion on an annual purchase agreement for various Automotive and Truck Parts, Bid #07-23. Recommend award to the lowest, responsible bidder meeting specifications with estimated annual expenditures to NAPA Auto Parts for \$53,500, and to Truckmotive, Inc. for \$48,500, total award request \$102,000.00.

**Recommendation(s):** Recommend award to the lowest, responsible bidder meeting specifications for select sampling of common parts: NAPA Auto Parts-Category (A) Automotive Parts for \$12,787.09, and Truckmotive, Inc. -Category (B) Truck Parts for \$12,587.96. Request purchase approval for total estimated annual expenditures to NAPA Auto Parts for \$53,500, and to Truckmotive, Inc. for \$48,500, total \$102,000.00.

**Summary:** Bids are solicited for the purchase of various automotive and truck parts and accessories necessary to maintain its vehicle and equipment fleet. The City owns and maintains approximately 450 pieces of rolling vehicles and equipment. The purchase of various automotive and truck parts for City Departments will be made from each of these annual blanket orders on an as needed basis throughout the year. The select sampling of common parts for bid evaluation purposes were used to determine lowest bidder. Upon mutual consent of all parties, agreement may be renewed for up to two (2) successive one (1) year periods.

**Budget & Financial Summary:** Purchases of parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment. Nine (9) sealed competitive bids were solicited and three (3) bids were received on November 10, 2006.

**Attachments:** 1) Bid #7-23 Tabulation

**City of College Station  
Bid Tabulation**

**ANNUAL BID FOR AUTO & TRUCK PARTS  
BID: #07-23**

Nov. 10, 2006

| Item No.                            | Est. Quan. | Unit Meas. | Description                              | Truckmotive<br>Waco, TX<br>Nathan Holecek |               | O'Reilly Auto Parts<br>College Station, TX<br>Jeff Daniels |                   | Napa Auto Parts<br>College Station, TX<br>Tom Parlow |                   |
|-------------------------------------|------------|------------|--|---|---------------|--|-------------------|--|-------------------|
|                                     |            |            |  | Unit Price                                | Item Total    | Unit Price   | Item Total        | Unit Price   | Item Total        |
| <b>Category A--Automotive Parts</b> |            |            |  |   |               |  |                   |  |                   |
| I-1                                 | 10         | sets       | Spark plug wire sets--'05 Ford Crown Vic | No Bid                                    | \$0.00        | \$22.80  | \$228.00          | \$19.76  | \$197.60          |
| 2                                   | 40         | sets       | Spark plug sets--'05 Ford Crown Vic      | No Bid                                    | \$0.00        | \$18.32  | \$732.80          | \$9.44   | \$377.60          |
| 3                                   | 10         | ea         | Starter for '05 Ford F-150, V-6 Pickup   | No Bid                                    | \$0.00        | \$158.72   | \$1,587.20        | \$119.42   | \$1,194.20        |
| 4                                   | 3          | ea         | Starter for '05 Ford Crown Vic           | No Bid                                    | \$0.00        | \$144.40   | \$433.20          | \$104.10   | \$312.30          |
| <b>Sub - Total</b>                  |            |            |  |   | <b>\$0.00</b> |  | <b>\$2,981.20</b> |  | <b>\$2,081.70</b> |
| II-1                                | 10         | ea         | Fan belt for '05 Ford Super Duty         | No Bid                                    | \$0.00        | \$35.63  | \$356.30          | \$42.87  | \$428.70          |
| 2                                   | 10         | ea         | New water pump '05 Ford Vic              | No Bid                                    | \$0.00        | \$0.00   | \$0.00            | \$56.59  | \$565.90          |
| 3                                   | 10         | ea         | Fan belt for '05 Ford Vic                | No Bid                                    | \$0.00        | \$0.00   | \$0.00            | \$15.55  | \$155.50          |
| 4                                   | 5          | ea         | New water pump for '05 Ford Super Duty   | No Bid                                    | \$0.00        | \$0.00   | \$0.00            | \$158.00   | \$790.00          |
| <b>Sub - Total</b>                  |            |            |  |   | <b>\$0.00</b> |  | <b>\$356.30</b>   |  | <b>\$1,940.10</b> |
| III-1                               | 250        | ea         | Oil filter--Napa 1372                    | No Bid                                    | \$0.00        | \$3.31   | \$827.50          | \$2.13   | \$532.50          |
| 2                                   | 50         | ea         | Oil filter--Napa 1762                    | No Bid                                    | \$0.00        | \$4.31   | \$215.50          | \$3.75   | \$187.50          |
| 3                                   | 175        | ea         | Air filter--Napa 6134                    | No Bid                                    | \$0.00        | \$4.63   | \$810.25          | \$4.25   | \$743.75          |
| 4                                   | 50         | ea         | Fuel filter--Napa 3595                   | No Bid                                    | \$0.00        | \$5.86   | \$293.00          | \$5.37   | \$268.50          |
| 5                                   | 100        | ea         | Air filter--Napa 6648                    | No Bid                                    | \$0.00        | \$9.12   | \$912.00          | \$7.36   | \$736.00          |
| <b>Sub - Total</b>                  |            |            |  |   | <b>\$0.00</b> |  | <b>\$3,058.25</b> |  | <b>\$2,468.25</b> |
| IV-1                                | 100        | ea         | Light bulb--G.E. 1157                    | No Bid                                    | \$0.00        | \$0.19   | \$19.00           | \$0.17   | \$17.00           |
| 2                                   | 100        | ea         | Light bulb--G.E. 1156                    | No Bid                                    | \$0.00        | \$0.38   | \$38.00           | \$0.41   | \$41.00           |
| 3                                   | 16         | ea         | Sealed halogen beam--#H6054              | No Bid                                    | \$0.00        | \$6.83   | \$109.28          | \$6.24   | \$99.84           |
| 4                                   | 10         | ea         | Sealed beam, low--#4652                  | No Bid                                    | \$0.00        | \$3.12   | \$31.20           | \$3.17   | \$31.70           |
| 5                                   | 10         | ea         | Headlight, high/low--#9007               | No Bid                                    | \$0.00        | \$4.28   | \$42.80           | \$5.49   | \$54.90           |
| 6                                   | 20         | ea         | Flasher, 2 prong #552                    | No Bid                                    | \$0.00        | \$1.59   | \$31.80           | \$2.64   | \$52.80           |
| 7                                   | 100        | ea         | Mini bulb--#194                          | No Bid                                    | \$0.00        | \$0.19   | \$19.00           | \$0.20   | \$20.00           |
| <b>Sub - Total</b>                  |            |            |  |   | <b>\$0.00</b> |  | <b>\$291.08</b>   |  | <b>\$317.24</b>   |

**City of College Station  
Bid Tabulation**

**ANNUAL BID FOR AUTO & TRUCK PARTS  
BID: #07-23**

Nov. 10, 2006

| Item No.           | Est. Quan. | Unit Meas. | Description                         | Truckmotive<br>Waco, TX<br>Nathan Holecek |               | O'Reilly Auto Parts<br>College Station, TX<br>Jeff Daniels |                   | Napa Auto Parts<br>College Station, TX<br>Tom Parlow |                   |
|--------------------|------------|------------|-------------------------------------|---|---------------|--|-------------------|--|-------------------|
|                    |            |            |                                     | Unit Price                                | Item Total    | Unit Price   | Item Total        | Unit Price   | Item Total        |
| VI-1               | 50         | sets       | Rear brake pads--'05 Ford Crown Vic | No Bid                                    | \$0.00        | \$40.09  | \$2,004.50        | \$21.99  | \$1,099.50        |
| 2                  | 20         | sets       | Front pads--058 Crown Vic           | No Bid                                    | \$0.00        | \$39.22  | \$784.40          | \$22.49  | \$449.80          |
| 3                  | 10         | ea         | Front rotor--'05 Ford Crown Vic     | No Bid                                    | \$0.00        | \$42.54  | \$425.40          | \$39.17  | \$391.70          |
| 4                  | 10         | ea         | Rear rotor--'05 Ford Crown Vic      | No Bid                                    | \$0.00        | \$28.88  | \$288.80          | \$33.53  | \$335.30          |
| <b>Sub - Total</b> |            |            |                                     |   | <b>\$0.00</b> |  | <b>\$3,503.10</b> |  | <b>\$2,276.30</b> |
| VII-1              | 5          | ea         | AC compressor--'05 Ford Crown Vic   | No Bid                                    | \$0.00        | \$0.00   | \$0.00            | \$363.06   | \$1,815.30        |
| 2                  | 5          | ea         | AC compressor--'05 Ford Super Duty  | No Bid                                    | \$0.00        | \$0.00   | \$0.00            | \$188.82   | \$944.10          |
| 3                  | 5          | ea         | AC compressor--'05 Ford F-150, V-6  | No Bid                                    | \$0.00        | \$0.00   | \$0.00            | \$188.82   | \$944.10          |
| <b>Sub - Total</b> |            |            |                                     |   | <b>\$0.00</b> |  | <b>\$0.00</b>     |  | <b>\$3,703.50</b> |

**Category A (Automotive)--Grand Total \$**

**0.00**

**10,189.93**

**12,787.09**

**Incomplete**

**Lowest Responsive Bidder**

| <b>Category B--Truck Parts</b> |    |    |                                       |         |                 |         |                   |         |                 |
|--------------------------------|----|----|---------------------------------------|---------|-----------------|---------|-------------------|---------|-----------------|
| I-1                            | 20 | ea | Work Light, Grote 64931               | \$5.95  | \$119.00        | \$10.38 | \$207.60          | \$8.36  | \$167.20        |
| 2                              | 15 | ea | License Plate Light Signal, Stat 430W | \$1.99  | \$29.85         | \$2.12  | \$31.80           | \$2.24  | \$33.60         |
| 3                              | 10 | ea | License Plate Light Signal, Stat 431W | \$2.28  | \$22.80         | \$3.01  | \$30.10           | \$3.19  | \$31.90         |
| 4                              | 50 | ea | Tail light, Trucklite 40282R          | \$2.39  | \$119.50        | \$4.46  | \$223.00          | \$3.14  | \$157.00        |
| 5                              | 30 | ea | Clearance Light ,Signal Stat 1010A    | \$1.15  | \$34.50         | \$1.73  | \$51.90           | \$2.48  | \$74.40         |
| 6                              | 20 | ea | Back-up Light, Signal Stat 4043W      | \$8.99  | \$179.80        | \$6.56  | \$131.20          | \$8.71  | \$174.20        |
| 7                              | 10 | ea | Back-up Alarm, Star 60-107-12         | \$26.32 | \$263.20        | \$38.00 | \$380.00          | \$22.83 | \$228.30        |
| <b>Sub - Total</b>             |    |    |                                       |         | <b>\$768.65</b> |         | <b>\$1,055.60</b> |         | <b>\$866.60</b> |

**City of College Station  
Bid Tabulation**

**ANNUAL BID FOR AUTO & TRUCK PARTS  
BID: #07-23**

Nov. 10, 2006

| Item No.    | Est. Quan. | Unit Meas. | Description                        | Truckmotive<br>Waco, TX<br>Nathan Holecek |                   | O'Reilly Auto Parts<br>College Station, TX<br>Jeff Daniels |                   | Napa Auto Parts<br>College Station, TX<br>Tom Parlow |                   |
|-------------|------------|------------|------------------------------------|---|-------------------|--|-------------------|--|-------------------|
|             |            |            |                                    | Unit Price                                | Item Total        | Unit Price   | Item Total        | Unit Price   | Item Total        |
| II-1        | 35         | ea         | Air filter, Baldwin PA 2326        | \$58.76                                   | \$2,056.60        | \$67.42  | \$2,359.70        | \$61.80  | \$2,163.00        |
| 2           | 30         | ea         | Oil filter, Baldwin BD 7309        | \$22.51                                   | \$675.30          | \$27.64  | \$829.20          | \$20.39  | \$611.70          |
| 3           | 28         | ea         | Oil filter, Baldwin B 7577         | \$10.43                                   | \$292.04          | \$12.78  | \$357.84          | \$11.72  | \$328.16          |
| 4           | 22         | ea         | Air filter, Baldwin PA 2358        | \$23.39                                   | \$514.58          | \$27.59  | \$606.98          | \$25.29  | \$556.38          |
| 5           | 35         | ea         | Oil filter, Baldwin BD 7153        | \$32.22                                   | \$1,127.70        | \$37.51  | \$1,312.85        | \$34.38  | \$1,203.30        |
| 6           | 50         | ea         | Oil filter, Baldwin 7600           | \$4.80                                    | \$240.00          | \$5.84   | \$292.00          | \$5.36   | \$268.00          |
| 7           | 24         | ea         | Fuel filter, Baldwin BF 1272SP     | \$12.71                                   | \$305.04          | \$14.73  | \$353.52          | \$13.50  | \$324.00          |
| 8           | 36         | ea         | Oil filter, Baldwin BT 259         | \$3.11                                    | \$111.96          | \$3.44   | \$123.84          | \$3.16   | \$113.76          |
| 9           | 45         | ea         | Oil filter, Baldwin BF 1259        | \$8.57                                    | \$385.65          | \$10.68  | \$480.60          | \$9.79   | \$440.55          |
| Sub - Total |            |            |                                    |   | <b>\$5,708.87</b> |  | <b>\$6,716.53</b> |  | <b>\$6,008.85</b> |
| III-1       | 48         | ea         | Rear brake shoes, Kit #4704QP      | \$32.95                                   | \$1,581.60        | \$0.00   | \$0.00            | \$45.67  | \$2,192.16        |
| 2           | 12         | ea         | Front drum, Webb #65162            | \$134.09                                  | \$1,609.08        | \$0.00   | \$0.00            | \$103.59   | \$1,243.08        |
| 3           | 12         | ea         | Brake chamber, Type #3030          | \$39.95                                   | \$479.40          | \$41.34  | \$496.08          | \$38.99  | \$467.88          |
| 4           | 4          | ea         | Governor air brake, Bendix #275491 | \$10.49                                   | \$41.96           | \$26.33  | \$105.32          | \$13.21  | \$52.84           |
| 5           | 32         | ea         | Rear drum, Webb #66884             | \$74.95                                   | \$2,398.40        | \$87.82  | \$2,810.24        | \$83.95  | \$2,686.40        |
| Sub - Total |            |            |                                    |   | <b>\$6,110.44</b> |  | <b>\$3,411.64</b> |  | <b>\$6,642.36</b> |

**Category B (Truck)--Grand Total \$**

**12,587.96**

**11,183.77**

**13,517.81**

**Incomplete**

**Lowest Responsive Bidder**

Bid Certification

Yes

Yes

Yes

Delivery Date

N/A

Same Day

Per Bid

Net Payment

30 Days

30 Days

30 Days

Procurement Card Program

Yes

Yes

Yes

Procurement Card Discount

0%

1%

0%

Prompt Payment Discount

2%

0%

2%

**December 14, 2006**  
**Consent Agenda**  
**Amended Funding Agreement with Research Valley Partnership**

**To:** Glenn Brown, City Manager

**From:** Terry L. Childers, Deputy City Manager

**Agenda Caption:** Presentation, possible action, and discussion regarding amendment of funding agreement with Research Valley Partnership

**Recommendation(s):** Staff recommends approval of the amendment to the Research Valley Partnership Funding Agreement.

**Summary:** The City Council was previously briefed on a request from Research Valley Partnership to establish an Economic Development Fund to support their Strategic Plan. The Fund is being created with \$500,000 contributions from each of RVP's Funding Partners (Brazos County, City of Bryan, and City of College Station). Both Brazos County and City of Bryan have contributed to the creation of the fund. The City of College Station is being asked to contribute \$500,000 to create an Economic Development Fund in the amount of \$1.5 million.

The amended Agreement being presented for Council consideration has the following provisions:

- 1) Establishes key performance measures for RVP based on their adopted Strategic Plan;
- 2) Authorizes the contribution of \$500,000 to the Research Valley Partnership Economic Development Fund to be paid in four (4) equal payments beginning January 1, 2007;
- 3) Requires the approval of College Station City Council for any disbursements from the RVP Economic Development Fund; and
- 4) Authorizes the first disbursement from the RVP Economic Development Fund in the amount of \$500,000 to be used by RVP to support their Strategic Plan implementation.

**Budget & Financial Summary:** The \$500,000 contribution is available in the Economic Development Fund.

**Attachments:** Amended Funding Agreement

## **AMENDED FUNDING AGREEMENT**

This Amended Funding Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City") and the Research Valley Partnership, a Texas Non – Profit Corporation (hereinafter referred to as “Agency”).

WHEREAS, the City has the objective of promoting and facilitating activities that enhance the economic base of College Station through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing, and

WHEREAS, Agency through it’s purpose shares this common goal with the City;  
and

WHEREAS, the City desires to assist Agency in promoting economic development; and

WHEREAS, the City desires to assist Agency by providing funding for economic development incentives;

WHEREAS, the College Station City Council approved a Funding Agreement with Research Valley Partners on September 28, 2006;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree to amend the contract as follows:

### **ARTICLE I STATEMENT OF WORK**

1.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing. Funding shall be used to substantially implement The Research Valley Partnership’s Strategic Plan and to establish a dedicated Research Valley Partnership Economic Development Fund in which all three public funding partners shall be equally vested. The Research Valley intends to substantially implement its Strategic Plan as a requirement for additional funding. The Research Valley intends to accomplish the following priorities:

- § Implement a Research Valley Innovation Center
- § Develop and implement the Health Sciences / Life Sciences Masterplan
- § Facilitate development of “vertical” space including laboratories
- § Facilitate development of Research & Development space in Research Valley
- § Plan and develop “next generation” industrial parks in Research Valley

**ARTICLE II  
PAYMENT**

- 2.1 For and in consideration of the activities to be satisfactorily performed by the Agency under this Agreement, the City shall provide funding in the amount of **FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00)**. Payment will be made in four (4) equal quarterly installments of \$125,000.00 beginning January 1, 2007.

**ARTICLE III  
ECONOMIC DEVELOPMENT FUND**

- 3.1 The funding provided in Article II shall be used to fund the Research Valley Economic Development Fund. This fund will be used to facilitate economic development opportunities in the Research Valley. The Research Valley Economic Development Fund shall be jointly funded in equal amounts by the public funding partners who shall be equally vested in the Research Valley Partnership Economic Development Fund.
- 3.2 Any expenditures proposed to be disbursed from the Research Valley Partnership Economic Development Fund shall first be approved by the College Station City Council.
- 3.3 With the approval of this Amended Funding Agreement, the College Station City Council authorizes the dispersal of \$500,000 from the Research Valley Economic Development Fund to the Research Valley Operations Account to fund the implementation of the Strategic Plan in accordance with the Strategic Plan – Financial Plan pro-forma.

**ARTICLE IV  
MISCELLANEOUS**

- 4.1 All other conditions and requirements in the Funding Agreement approved by the City Council on September 28, 2006 shall remain in full force and effect.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2006.

**RESEARCH VALLEY PARTNERSHIP**

**CITY OF COLLEGE STATION**

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

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

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

Ron Silvia, Mayor

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

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

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

\_\_\_\_\_  
Glenn Brown, City Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Kersten, Chief Financial Officer

\_\_\_\_\_  
Date

STATE OF TEXAS       )  
                                  )  
COUNTY OF BRAZOS    )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2006, by \_\_\_\_\_ in his/her  
capacity as \_\_\_\_\_ of the Research Valley Partnership.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

STATE OF TEXAS       )  
                                  )  
COUNTY OF BRAZOS    )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2006, by Ron Silvia, in his capacity as Mayor of the City of  
College Station, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**December 14, 2006**  
**Consent Agenda**  
**Support of Incentive for Texas Institute for Preclinical Studies (TIPS)**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action and discussion on a resolution supporting a community investment incentive for the Texas Institute for Preclinical Studies (TIPS).

**Recommendation(s):** Staff recommends approval. Similar resolutions of support are to be considered and acted upon by the City of Bryan and Brazos County.

It is important to note that this is not the actual community incentive agreement. Instead this is a resolution of support for the establishment of TIPS within the TAMU system and for it to be located in The Research Valley.

**Summary:** The Texas Institute for Preclinical Studies (TIPS) represents a proposed new addition to the TAMU system. As such, it is part of an ever expanding life sciences and biotechnology industry focus that is being targeted for further development in the community and region.

A major expectation for the creation of this institute is the long-term support and development of emerging life sciences and biotechnology firms to serve as an industry and economic catalyst in The Research Valley and to provide potential new employers for young professionals of the area.

Initially, the TIPS facility would comprise over 100,000 square feet, of which 12,000 square foot of that space will be dedicated for a life sciences business accelerator. TIPS operations are expected to begin by no later than July 1, 2007.

Current funding estimates call for \$54.2 million in community investment for the development of this project. It is also anticipated that the majority of this funding will come from TAMU (\$40 million) and the State of Texas (\$10 million).

**Budget & Financial Summary:** The cost of the city's share of the proposed incentive is \$1.25 million over the life (5 years) of the anticipated agreement. However, the total value of the incentive, which includes shares for the City of Bryan (\$84,000/year) and Brazos County (\$166,000/year), is \$2.5 million.

**Attachments:**

Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AFFIRMING THE CITY'S COMMITMENT TO SUPPORT A COMMUNITY INVESTMENT INCENTIVE FOR THE TEXAS INSTITUTE FOR PRECLINICAL STUDIES (TIPS) AT TEXAS A&M UNIVERSITY IN PARTNERSHIP WITH THE CITY OF BRYAN AND BRAZOS COUNTY, TEXAS.

WHEREAS, the College Station City Council recognizes the unique and significant economic development opportunity that the formation and operation of TIPS will have on The Research Valley; and

WHEREAS, the College Station City Council recognizes the substantial financial commitment that Texas A&M University and the State of Texas have made to establish this important life science biotechnology infrastructure in The Research Valley; and

WHEREAS, the College Station City Council recognizes that TIPS will require financial support to assist with initial start-up costs such as capital investment loans, equipment, and other operational expenditures; and

WHEREAS, the College Station City Council supports the use of a Community Investment Incentive to fund The Texas Institute For Preclinical Studies in an amount of Five-Hundred Thousand Dollars (\$500,000) annually for five years and supports a funding formula that requires the City of College Station to pay an amount of Two-Hundred and Fifty Thousand Dollars (\$250,000) annually, the City of Bryan to pay an amount of Eighty-Four Thousand Dollars (\$84,000) annually, and Brazos County to pay an amount of One-Hundred Sixty-Six Thousand Dollars (\$166,000) annually; and

WHEREAS, the College Station City Council supports this Community Investment Incentive contingent upon the following consideration:

- the formation of The Texas Institute For Preclinical Studies (TIPS) by the Texas A&M University System;
- the start of operations of TIPS in The Research Valley by no later than July 1, 2007;
- new job creation in The Research Valley;
- an investment of at least \$40,000,000 in real and personal property;
- The Research Valley Partnership membership on TIPS's Board of Directors during, at a minimum, the five year funding term;
- a commitment to construct and maintain 12,000 gross square feet of life science business accelerator offices to include wet laboratory space within the main building of TIPS; and
- a commitment by TIPS to work with The Research Valley Partnership, on behalf of the community, to secure health science/life science relating emerging technology company tenants in said space.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby affirms its commitment to partner with the City of Bryan, and Brazos County to fund the Community Investment Incentive as detailed herein.

PART 2: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

December 14, 2006  
Consent Agenda Item

**Resolution of Support for the Texas Recreation and Park Account Local Grant Program and Texas State Park System**

**To:** Glenn Brown, City Manager

**From:** Steve Beachy, Director of Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution requesting that the Governor and members of the 80<sup>th</sup> Texas Legislative session support increased funding for the Texas Recreation and Park Account Local Park Grant Program and Texas State Park Funding.

**Recommendation(s):** Staff recommends approval of this resolution. In addition, the Parks and Recreation Advisory Board recommend that the City Council support this resolution.

**Summary:** State appropriations for the Texas Recreation & Parks Account (TRPA) Local Park Grant Program have been drastically reduced during the last two legislative sessions. TRPA is a grant program administered by the Texas Parks & Wildlife Department that provides matching grants to local governments for parkland acquisition and development. The annual appropriation of funds for the TRPA prior to the 78<sup>th</sup> Legislature was \$15.5 million. TRPA was reduced to \$13 million annually during the 78<sup>th</sup> Legislative Session and to \$5.6 million for the current biennium.

These funds have a direct impact on the local community by providing financial assistance in developing essential park facilities for our citizens and for visitors to this area. In addition, this program may provide funds for the acquisition and development of the proposed 10,000 acre regional park in Grimes County

**Budget & Financial Summary:** The funds for this grant program are generated from a portion of the existing sales tax on sporting goods products. If increased funding is approved, the City of College Station will have the opportunity to compete for future grants to develop new parks and facilities that will be required to meet the needs of the expected population increase.

**Attachments:**

1. Resolution
2. Background Information

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, CITY COUNCIL REQUESTING THAT THE GOVERNOR AND MEMBERS OF THE 80<sup>TH</sup> LEGISLATIVE SESSION OF THE STATE OF TEXAS SUPPORT INCREASED FUNDING FOR THE TEXAS RECREATION & PARKS ACCOUNT LOCAL PARK GRANT PROGRAM AND TEXAS STATE PARK SYSTEM.**

**WHEREAS**, the Texas Parks & Wildlife Department (“TPWD”) administers the Texas Recreation & Parks Account Local Park Grant Program (“TRPA”) and manages 114 State parks and historical sites in Texas; and

**WHEREAS**, TPWD has a separate account in their general revenue fund referred to as the TRPA for the purpose of providing matching grants to political subdivisions for parks and recreation projects; and

**WHEREAS**, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

**WHEREAS**, funds granted to political subdivisions under the TRPA guidelines have funded 1,029 projects of the 2,851 submitted over 25 years delivering over \$623 million dollars to the local Texas economy; and

**WHEREAS**, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

**WHEREAS**, the TRPA and State parks are funded from sales tax on sporting goods and the development of new parks stimulates the purchase of sporting goods; and

**WHEREAS**, continued cutbacks in appropriations for State park and historic sites have resulted in a backlog of deferred maintenance issues, park closures, reduced hours and days of operation, staff layoffs, the conversion of some parks to day use only and elimination of important visitor services, regardless of the growing need for new parks due to the State’s expanding population and extensive tourism industry; and

**WHEREAS**, the potential use of these grant funds are essential to the success of the acquisition and development of the proposed 10,000 acre regional park in Grimes County; and

**WHEREAS**, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and

**WHEREAS**, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 80<sup>th</sup> Texas Legislature; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

PART 1: That the Council supports the Governor and members of the 80<sup>th</sup> Legislature of Texas in seeking passage of legislation maximizing the use of revenue from the sporting goods sales tax to increase funding for parks and recreation programs fairly for both Local and State parks and that all TRPA funded park projects be subject to the established TPWD competitive scoring system.

**PASSED AND APPROVED** by this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED:

\_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

APPROVED:



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

# **TEXAS PARKS & WILDLIFE DEPARTMENT TEXAS RECREATION & PARKS ACCOUNT**

## **BACKGROUND**

State appropriations for the Texas Recreation & Parks Account (TRPA) Local Park Grant Program have been drastically reduced during the last two legislative sessions. TRPA is a grant program administered by the Texas Parks & Wildlife Department that provides matching grants to local governments for parkland acquisition and development. The annual appropriation of funds for the TRPA prior to the 78<sup>th</sup> Legislature was \$15.5 million. TRPA was reduced to \$13 million annually during the 78<sup>th</sup> Legislative Session and to \$5.6 million for the current biennium.

Appropriations for the maintenance and operation of the State Parks and historical sites in Texas has also been reduced over the past two Legislative Sessions resulting in park closures, reduced hours and days of operation, and staff layoffs. State Park System reductions have come at a time when the population of the state is growing and the need for open space is greater than it has ever been.

The attached resolution asks members of the upcoming 80<sup>th</sup> Legislature to increase funding for the TRPA to the level the grant program was at prior to the 78<sup>th</sup> Legislative Session, and State Parks. It also asks that the Legislature respect the publicly endorsed competitive scoring system award process and discontinue the attaching “legislative riders” to the budget for special interest projects that drain the fund.

**December 14, 2006**  
**Consent Agenda Item #**  
**Parks and Recreation Department Fees for CY 2007**

**To:** Glenn Brown, City Manager

**From:** Steve Beachy, Director of Parks and Recreation

**Agenda Caption:** Presentation, possible action and discussion regarding a resolution of the City Council of the City of College Station, Texas, approving and setting fees for Parks and Recreation activities and facilities.

**Recommendation(s):** Staff recommends approval of the resolution, and fees schedule as submitted. The Parks and Recreation Advisory Board also recommends approval of the fees as proposed.

**Summary:** The Parks and Recreation Department conducts annual reviews of all user fees to determine direct costs, as well as local "market" rates for individual programs and facilities. Further the Parks and Recreation Advisory Board established a departmental fee policy statement to provide guidance in the establishment of fees. This policy is consistent with the City's fiscal and budgetary policy. The Board reviewed the proposed fees on November 14, 2006 and voted unanimously to recommend approval of the fees as submitted for CY 2007.

**Budget & Financial Summary:** The proposed user fees for CY 2007 include changes that are detailed in Attachment 1. If approved, the new fees would become effective after January 1, 2007. All other fees are recommended to remain at the Current 2006 rates. Overall the Department forecasts the new fees to raise approximately \$31,360 in additional revenue. This figure includes \$12,140 in Athletic League fees, \$11,250 in facility rental fees, \$6,000 in membership fees and \$1,970 in Aquatic fees.

**Attachments:**

1. Proposed Changes to Parks and Recreation Department Fees for CY 2007.
2. Resolution.
3. Exhibit A, Proposed Fee Schedule

City Of College Station  
Parks and Recreation Department  
Proposed Fee Changes and Additions  
CY 2007

1. Adult Flag Football – Increase by \$20 due to increase in Officiating Costs.
2. Adult Volleyball/ Softball – Increase by \$10 due to increase in Officiating Costs.
3. Youth Basketball/ Flag Football/ Youth Volleyball – Increase by \$5 due to increase in Officiating Costs.
4. USTA Tennis – Increased by \$15 due to USTA reconfiguring program to include longer sessions
5. Pavilion Rental – Increased Deposit to cover increased cost of maintenance.
6. Pavilion Rentals – Added fees for new American Pavilion at Veterans Park and Athletic Complex.
7. EXIT Teen Center – Membership fees will mirror Lincoln Center fee due to the combined access pass that we use for both locations.
8. Lincoln Center Fees – Youth school year membership fees will double in price from \$10/year to \$20/school year. Youth summer fees will increase for residents from \$30 to \$50, and a new non-resident youth summer fees of \$100. The annual adult fees are increasing from \$15 to \$25. Some room and equipment rental fees, as well as, deposits were increased to come in line with similar items in the rest of the Parks system.
9. Athletic Fields – Changed fee name to Athletic Field Rental and deleted Soccer Field rental. All fields being charged the same amount. Name change only no fee change.
10. Bee Creek Batting Cage Rental – New fee, \$10 per hour for exclusive use of Batting Cage at Bee Creek.
11. Swimming Pools – Private party fees were increased by \$0.25 per person. Life Guard for a Day program now has a fee of \$2 per participant. And, two new entries (but existing fees) added to the form are: Summer day camp per child fee of \$2, and Natatorium Team user Fee of \$10. The team user fee with pass through to the CSISD for maintenance of the natatorium.
12. Wolf Pen Creek Amphitheater – Deleted Weekday rental rate for all categories. Increased Non-Commercial Rental rate by \$75 per day and Commercial rate by 100 per day.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AND SETTING FEES FOR PARKS AND RECREATION FACILITIES AND ACTIVITIES.

WHEREAS, the City of College Station conducted a cost of service study to identify the full cost of service for all Parks and Recreation related facilities and services; and

WHEREAS, the City Council has adopted a Fiscal and Budgetary Policy; and

WHEREAS, the schedule of fees in the attached Exhibit A provides for Parks and Recreation related fees that are consistent with the adopted Fiscal and Budgetary Policy; now, therefore,

BE IT RESOLVED BY THE CITY COUNSEL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves and adopts the Parks and Recreation fee schedule attached as Exhibit A.

PART 2: That the fees provided for in the attached Exhibit A shall take effect for programs beginning after January 1, 2007.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

# PARKS & RECREATION DEPARTMENT USER FEES

## Proposed FY 2007

| ACTIVITY/FACILITY   | 2004             | 2005               | 2006         | 2007          |
|---|------------------|--------------------|--------------|---------------|
| <b>ADULT SPORTS PER TEAM</b>  |                  |                    |              |               |
| 1. Flag Football  | \$355            | \$355              | \$355        | \$375 *       |
| 2. Volleyball   | \$175            | \$175              | \$175        | \$185 *       |
| 3. Softball   |                  |                    |              |               |
| Play-Off League: Spring and Summer / Fall   | \$390 / \$345    | \$340              | \$340        | \$350 *       |
| Fast Pitch: Spring and Summer / Fall  | \$400 / \$340    | \$380              | \$380        | \$390 *       |
| 4. Outside League Field Redevelopment Fee Per Team  | \$75             | \$75               | \$75         | \$75          |
| 5. Adult Sports Transfer/Cancellation Fee   | N/A              | N/A                | \$10         | \$10          |
| <b>* Per SLA Request for Athletic League Improvements and Labor Increases</b>                   |                  |                    |              |               |
| <b>YOUTH SPORTS PER CHILD</b>   |                  |                    |              |               |
| 1. Basketball / Flag Football / Youth Volleyball  | \$45 / 40        | \$45 / 40          | \$50 / \$45  | \$55 / \$50 * |
| 2. Girl's Softball  | \$50 / 45        | \$50 / 45          | \$55 / \$50  | \$55 / \$50   |
| 3. Challenger Sports  | \$15             | \$15               | \$15         | \$15          |
| 4. Outside League Field Redevelopment Fee Per Child   | \$5              | \$5                | \$10         | \$10          |
| 5. Youth Sports Transfer/Cancellation Fee   | N/A              | N/A                | \$10         | \$10          |
| <b>* Per SLA Request for Athletic League Improvements</b>                                       |                  |                    |              |               |
| <b>INSTRUCTION FEES PER PERSON</b>  |                  |                    |              |               |
| 1. Swim Lessons   | \$35             | \$35               | \$40         | \$40          |
| 2. Stroke Clinic <del>Advanced Swim Lessons</del>   | \$40             | \$40               | \$45         | \$45          |
| 3. <del>TAAP</del> Swim Team  | \$85 / 75        | \$85 / 75          | \$100 / \$90 | \$100 / \$90  |
| 4. USTA Tennis League <del>National Junior</del>  | \$85             | \$85               | \$90         | \$90          |
| 5. Tennis Lessons   | \$45             | \$45               | \$50         | \$65 *        |
| 6. Water Fitness Pass ~ Fall, Spring, Summer Passes   |                  | \$80 / \$60        | \$80 / \$60  | \$80 / \$60   |
| Winter Pass (Morning & Evening / Evening Only)  |                  |                    |              | \$60 / \$45   |
| 7. Instruction Transfer/Cancellation Fee  | \$10             | \$10               | \$10         | \$10          |
| <b>* USTA has reconfigured lessons to longer sessions</b>                                       |                  |                    |              |               |
| <b>PAVILION RENTALS PER DAY</b>   |                  |                    |              |               |
| ~ Deposits are refundable if the facility is left clean and damage-free, and keys are returned. |                  |                    |              |               |
| ~ Deposits are refundable if reservation is cancelled seven (7) days prior to rental date.      |                  |                    |              |               |
| 1. Bee Creek / Oaks / W.A. Tarrow Park Pavilions  |                  |                    |              |               |
| Monday – Thursday   | \$75 / \$75 / NA | \$75 / \$75 / \$75 | \$75         | \$75          |
| Friday – Sunday & Holidays  | \$100 / NA / NA  | \$100 / NA / NA    | \$100        | \$100         |
| Deposit   | \$0 / \$50 / NA  | \$0 / \$50 / \$0   | \$100        | \$150         |
| 2. Central / Southwood Pavilions  |                  |                    |              |               |
| Monday - Thursday   | \$100            | \$100              | \$125        | \$125         |
| Friday – Sunday, and Holidays   | \$175            | \$175              | \$200        | \$200         |
| Deposit   | \$100            | \$100              | \$100        | \$150         |
| 3. John Crompton Park Pavilion  |                  |                    |              |               |
| Monday - Thursday   | N/A              | N/A                | \$100        | \$100         |
| Friday – Sunday, and Holidays   | N/A              | N/A                | \$150        | \$150         |
| Deposit   | N/A              | N/A                | \$100        | \$150         |
| 4. American Pavilion in Veterans Park   |                  |                    |              |               |
| Monday - Thursday   | N/A              | N/A                | N/A          | \$200         |
| Friday – Sunday, and Holidays   | N/A              | N/A                | N/A          | \$300         |
| Deposit   | N/A              | N/A                | N/A          | \$300         |
| 5. Pavilion Transfer/Cancellation Fee   | N/A              | N/A                | \$10         | \$10          |

**CONFERENCE CENTER**

~ **The room deposit is \$100 on Room 127 and \$50 each on all other rooms including the kitchen.**

~ **Deposits are refundable upon compliance with all rules, regulations, and clean-up requirements by client and caterer.**

~ **Deposits are refunded less the cancellation fee of \$10, if the reservation is cancelled sixty (60) days prior to the event.**

~ **An additional fee of \$25 is charged if additional time is needed between the hour of 5 p.m. and 6 p.m., and is based upon availability.**

|  |                 |              |              |       |       |
|--|-----------------|--------------|--------------|-------|-------|
| <b>1. Commercial Rental Rates (Companies or Businesses)</b>                                      |                 |              |              |       |       |
| Room 101:  |                 |              |              |       |       |
| Monday - Thursday:   | 4 Hours or Less | \$45         | \$45         | \$55  | \$55  |
|  | 8 am - 5 pm     | \$52         | \$52         | \$65  | \$65  |
|  | 6 pm - Close    | \$65         | \$65         | \$70  | \$70  |
| Friday Rate:   | 8 am - Close    | \$150        | \$150        | \$75  | \$75  |
| Saturday Rate:   | 8 am - Close    | \$150        | \$150        | \$150 | \$150 |
| Room 102*, 103, 104, 106*, 107*:   |                 |              |              |       |       |
| Monday - Sunday:   | 4 Hours or Less | \$29 / *\$34 | \$29 / *\$34 | \$45  | \$45  |
|  | 8 am - 5 pm     | \$39 / *\$46 | \$39 / *\$46 | \$55  | \$55  |
|  | 6 pm - Close    | \$42 / *\$48 | \$42 / *\$48 | \$60  | \$60  |
| Room 105:  |                 |              |              |       |       |
| Monday - Sunday:   | 4 Hours or Less | \$45         | \$45         | \$55  | \$55  |
|  | 8 am - 5 pm     | \$52         | \$52         | \$65  | \$65  |
|  | 6 pm - Close    | \$65         | \$65         | \$70  | \$70  |
| Room 127:  |                 |              |              |       |       |
| Monday - Thursday:   | 4 Hours or Less | \$105        | \$105        | \$125 | \$125 |
|  | 8 am - 5 pm     | \$145        | \$145        | \$165 | \$165 |
|  | 6 pm - Close    | \$155        | \$155        | \$175 | \$175 |
| Friday Rate:   | 8 am - Close    | \$450        | \$450        | \$225 | \$225 |
| Saturday Rate:   | 8 am - Close    | \$450        | \$450        | \$450 | \$450 |
| <b>2. Non-Commercial Rental Rates<br/>(Individuals or groups / not companies or businesses.)</b> |                 |              |              |       |       |
| Room 101:  |                 |              |              |       |       |
| Monday - Thursday:   | 4 Hours or Less | \$22         | \$22         | \$25  | \$25  |
|  | 8 am - 5 pm     | \$38         | \$38         | \$40  | \$40  |
|  | 6 pm - Close    | \$25         | \$25         | \$35  | \$35  |
| Friday Rate:   | 8 am - Close    | \$150        | \$150        | \$75  | \$75  |
| Saturday Rate:   | 8 am - Close    | \$150        | \$150        | \$150 | \$150 |
| Room 102*, 103, 104, 106*, 107*:   |                 |              |              |       |       |
| Monday - Sunday:   | 4 Hours or Less | \$16 / *\$18 | \$16 / *\$18 | \$20  | \$20  |
|  | 8 am - 5 pm     | \$27 / *\$32 | \$27 / *\$32 | \$35  | \$35  |
|  | 6 pm - Close    | \$18 / *\$22 | \$18 / *\$22 | \$30  | \$30  |
| Room 105:  |                 |              |              |       |       |
| Monday - Sunday:   | 4 Hours or Less | \$22         | \$22         | \$25  | \$25  |
|  | 8 am - 5 pm     | \$38         | \$38         | \$40  | \$40  |
|  | 6 pm - Close    | \$25         | \$25         | \$35  | \$35  |
| Room 127:  |                 |              |              |       |       |
| Monday - Thursday:   | 4 Hours or Less | \$55         | \$55         | \$60  | \$60  |
|  | 8 am - 5 pm     | \$105        | \$105        | \$110 | \$110 |
|  | 6 pm - Close    | \$72         | \$72         | \$80  | \$80  |
| Friday Rate:   | 8 am - Close    | \$450        | \$450        | \$225 | \$225 |
| Saturday Rate:   | 8 am - Close    | \$450        | \$450        | \$450 | \$450 |
| <b>3. Kitchen Rental</b>   |                 |              |              | \$20  | \$20  |
| <b>4. Sunday Surcharge</b>   |                 |              |              |       |       |
| 1-5 Consecutive Hours  |                 | \$60         | \$60         | \$60  | \$60  |
| 1-5 Hours Split, or over 5 Consecutive Hours   |                 | \$85         | \$85         | \$85  | \$85  |
| <b>5. Transfer/Cancellation, Set-up Change Fee</b>   |                 | \$20         | \$20         | \$10  | \$10  |
| <b>6. Alcohol Deposit (If alcohol is served)</b>   |                 | N/A          | N/A          | \$50  | \$50  |
| <b>7. Catering Deposit</b>   |                 | \$50         | \$50         | \$50  | \$50  |
| <b>8. Multi-media Projector Deposit</b>  |                 | \$50         | \$50         | \$50  | \$50  |

|  |                    |                    |                |                               |
|--|--------------------|--------------------|----------------|-------------------------------|
| 9. Vendor or Exhibitors Tables   | \$10               | \$10               | \$10           | \$10                          |
| 10. Miscellaneous Charges  |                    |                    |                |                               |
| Copies (Per Copy)  |                    |                    |                | \$10*                         |
| Faxes ~ Local (Per Page)   | \$2.00             | \$2.00             | \$2.00         | \$1.00                        |
| ~ Long Distance (Per Page)   |                    |                    |                | \$2 First pg / \$1 Addt'l pgs |
| *Per Section 111.61 of the Texas Administrative Code   |                    |                    |                |                               |
| <b>LINCOLN CENTER</b>  |                    |                    |                |                               |
| ~ All rooms are subject to an after-hour charge of \$20 per hour. The after-hour charge is based on any request to use facilities beyond the Center's normal operating hours.  |                    |                    |                |                               |
| ~ Special Event fee includes the rental of the gym, Community Room, sound system, and 450 chairs.  |                    |                    |                |                               |
| 1. School Year Membership Pass Per Year:   |                    |                    |                |                               |
| Youth (17 & Under)   | \$10               | \$10               | \$10           | \$20                          |
| Low Income Eligible  | \$5                | \$5                | \$5            | \$10                          |
| 2. Summer <del>Non-Member</del> Membership Pass  |                    |                    |                |                               |
| Resident Youth   | \$30               | \$30               | \$30           | \$50                          |
| Non-Resident   |                    |                    |                | \$100                         |
| 3. Adult (18 & Over) Annual (12 Month) Membership Pass   | \$15               | \$15               | \$15           | \$25                          |
| (19—54 Years of Age)   |                    |                    |                | Remove Line                   |
| 4. Non-Member Guest Pass Per Day (Youth or Adult)  | \$1                | \$1                | \$1            | \$2                           |
| 5. Fitness Pass  |                    | \$25               | \$25           | \$40                          |
| 6. <del>Senior Pass (Included above)</del>   |                    | \$20               | \$20           | Remove Line                   |
| 7. Gym Deposit Per Day (8 hour block)  | \$250              | \$250              | \$250          | \$250                         |
| Half Court Rental Per Hour (4 hour maximum)  | \$20               | \$20               | \$20           | \$20                          |
| Full Court Rental Per Hour (4 hour maximum)  | \$25               | \$25               | \$25           | \$30                          |
| Gym Event  | \$.30/Chair        | \$.30/Chair        | \$.30/Chair    | \$.35/Chair                   |
| All Day Usage (More than 4 hours)  | \$175              | \$175              | \$175          | \$200                         |
| Concession Usage   | \$20               | \$20               | \$20           | \$20                          |
| 8. Game Room / Multi-purpose Room Rental Per Hour (4 hour minimum)   | \$20               | \$20               | \$10/hour      | \$15/hour                     |
| Deposit  | \$50               | \$50               | \$50           | \$75                          |
| 9. Community Room Rental Per Hour (3 hour maximum)   | \$50               | \$50               | \$20/hour      | \$25/hour                     |
| Deposit  | \$75               | \$75               | \$75           | \$100                         |
| Kitchen Fee  | \$20               | \$20               | \$20           | \$20                          |
| 10. Special Event Fee (Funerals, weddings, parties)  | \$150              | \$150              | \$150          | \$150                         |
| 11. Miscellaneous Charges  |                    |                    |                |                               |
| Copies (Per Copy)  | \$.10              | \$.10              | \$.10          | \$.10*                        |
| Faxes ~ Local (Per Page)   | \$2.00             | \$2.00             | \$2.00         | \$1.00                        |
| ~ Long Distance (Per Page)   |                    |                    |                | \$2 First pg / \$1 Addt'l pgs |
| *Per Section 111.61 of the Texas Administrative Code   |                    |                    |                |                               |
| <b>ATHLETIC FIELDS</b>   |                    |                    |                |                               |
| ~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.   |                    |                    |                |                               |
| ~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament. |                    |                    |                |                               |
| ~ Game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.  |                    |                    |                |                               |
| 1. Athletic Field Rentals  |                    |                    |                |                               |
| One (1) Field: Per Day / Per Weekend   | \$60 / \$100       | \$60 / \$100       | \$100 per day  | \$100 per day                 |
| One (1) Field: Per Hour up to 10 Hours   | \$10 / \$15 / \$20 | \$10 / \$15 / \$20 | \$10 per hour  | \$10 per hour                 |
| 2. <del>Soccer Field Rentals</del>   |                    |                    |                | Remove this line.             |
| One (1) Field: Per Day   | \$60               | \$60               | \$400          | Remove this line.             |
| 2. Athletic Field Rental Deposit   | Varies             | Varies             | Varies         | Varies                        |
| 3. Lights for Field Rentals (Per hour/Per field)   | \$5                | \$5                | \$10 per hour  | \$10 per hour                 |
| 4. Game Field Prep Fee per Field   | N/A                | N/A                | \$45 per field | \$45 per field                |
| 5. Bee Creek Batting Cage Rental: Per Hour   | N/A                | N/A                | N/A            | \$10 per hour                 |
| *All fields now designated as "Athletic" fields.   |                    |                    |                |                               |
| <b>RACE EQUIPMENT RENTALS</b>  |                    |                    |                |                               |

|   |            |            |            |            |
|---|------------|------------|------------|------------|
| 1. Printing Stop Watch / Non-printing Stop Watch  | \$10 / \$5 | \$10 / \$5 | \$10 / \$5 | \$10 / \$5 |
| 2. Cones (10)   | \$10       | \$10       | \$10       | \$10       |
| 3. Bases, Poles, and Flagging (10)  | \$10       | \$10       | \$10       | \$10       |
| 4. Big Time Clock   | \$50       | \$50       | \$50       | \$50       |
| 5. Water Cooler / Ice Chest   | \$5 / \$5  | \$5 / \$5  | \$5 / \$5  | \$5 / \$5  |
| 6. Tables   | \$10       | \$10       | \$10       | \$10       |
| 7. Traffic Flags and Vests (10)   | \$5        | \$5        | \$5        | \$5        |
| 8. Rental Package #1: Big time clock, 1 printing stopwatch, 10 cones, 10 bases/poles and flagging, 2 water coolers, 2 tables, 10 traffic flags and vests.     | \$75       | \$75       | \$75       | \$75       |
| 9. Rental Package #2: Big time clock, 2 printing stopwatches, 30 cones, 20 bases/poles and flagging, 6 water coolers, 4 tables, 15 traffic flags and vests.   | \$100      | \$100      | \$100      | \$100      |
| 10. Rental Package #3: Big time clock, 4 printing stopwatches, 60 cones, 30 bases/poles and flagging, 12 water coolers, 6 tables, 20 traffic flags and vests. | \$125      | \$125      | \$125      | \$125      |

### SWIMMING POOLS

**\*Adamson passes are also valid at Southwood Hallaran and Thomas pools, excluding the CSISD Natatorium. All discount passes are priced for 25 swims.**

|   |               |               |               |               |
|---|---------------|---------------|---------------|---------------|
| 1. General Admission Per Person (Ages 3 and up)   |               |               |               |               |
| Hallaran/Thomas   | \$2.50        | \$2.50        | \$2.50        | \$2.50        |
| Natatorium  | \$2.00        | \$2.00        | \$2.00        | \$2.00        |
| Adamson   | \$4.00        | \$4.00        | \$5.00        | \$5.00        |
| 2. Discount Pass – 25 Swims   |               |               |               |               |
| Hallaran/Thomas   | \$50          | \$50          | \$50          | \$50          |
| Natatorium  | \$40          | \$40          | \$40          | \$40          |
| *Adamson  | \$85          | \$85          | \$85          | \$85          |
| 3. Family Season Pass   |               |               |               |               |
| Hallaran/Thomas Pass or Natatorium Pass   | \$125 / \$125 | \$125 / \$125 | \$125 / \$125 | \$125 / \$125 |
| *Adamson  | \$200         | \$200         | \$200         | \$200         |
| 4. Individual Season Pass   |               |               |               |               |
| Hallaran/Thomas   | \$60          | \$60          | \$60          | \$60          |
| *Adamson  | \$80          | \$80          | \$80          | \$80          |
| 5. Babysitter Season Pass   |               |               |               |               |
| Hallaran/Thomas   | \$30          | \$30          | \$30          | \$30          |
| *Adamson  | \$40          | \$40          | \$40          | \$40          |
| 6. Special Day Care Fee @ Adamson Lagoon Per Child  | NA            | \$2.75        | \$2.75        | \$2.75        |
| 7. Pool Rentals (2 Hour Maximum. Limited weekend availability.)   |               |               |               |               |
| Thomas/Hallaran: 25 people or fewer   | \$90 / \$100  | \$90 / \$100  | \$100         | \$100         |
| 50 people or fewer  | \$100 / \$125 | \$100 / \$125 | \$125         | \$125         |
| 51-76 people  | \$125 / \$175 | \$125 / \$175 | \$175         | \$175         |
| 77-102 people   | \$150 / \$225 | \$150 / \$225 | \$225         | \$225         |
| Each hour after initial 2 hours   | \$75          | \$75          | \$75          | \$75          |
| Natatorium: 25 people or fewer  | \$90          | \$90          | \$90          | \$90          |
| 50 people or fewer  | \$100         | \$100         | \$100         | \$100         |
| 51-76 people  | \$125         | \$125         | \$125         | \$125         |
| 77-102 people   | \$150         | \$150         | \$150         | \$150         |
| Each hour after initial 2 hours   | \$75          | \$75          | \$75          | \$75          |
| Adamson: 99 people or fewer   | \$275         | \$275         | \$275         | \$275         |
| 199 or fewer  | \$325         | \$325         | \$325         | \$325         |
| 299 or fewer  | \$425         | \$425         | \$425         | \$425         |
| 300+  | \$525         | \$525         | \$525         | \$525         |
| Each hour after the initial 2 hours   | \$125         | \$125         | \$125         | \$125         |
| 8. Pool Parties Per Person - (2 Hour Maximum.) <b>A</b><br><del>minimum of eight (8) people required. Party favors are included.*</del> |               |               |               |               |
| Theme Party: Southwood and Thomas   | \$5.75        | \$5.75        | \$6.00        | \$6.00        |

|   |               |               |               |                |
|---|---------------|---------------|---------------|----------------|
| Adamson Lagoon  | \$7.50        | \$7.50        | \$7.75        | <b>\$8.00</b>  |
| General Party: Southwood and Thomas   | \$4.75        | \$4.75        | \$5.00        | \$5.00         |
| Adamson Lagoon  | \$6.50        | \$6.50        | \$6.75        | <b>\$7.00</b>  |
| Catered Theme Party: Southwood and Thomas   | \$7.00        | \$7.00        | \$7.25        | \$7.25         |
| Adamson Lagoon  | \$9.25        | \$9.25        | \$9.50        | \$9.50         |
| General Catered Party: Southwood and Thomas   | \$6.25        | \$6.25        | \$6.50        | \$6.50         |
| Adamson Lagoon  | \$8.50        | \$8.50        | \$8.75        | \$8.75         |
| Pavilion Party (Four-table limit): First table  | \$15          | \$15          | \$15          | \$15           |
| Additional tables   | \$5           | \$5           | \$5           | \$5            |
| 9. Junior Lifeguard Program Per Person Per Session  | \$65          | \$65          | \$70          | \$70           |
| 10. Guard 2-B Per Person, Per Session   | \$65          | \$65          | \$70          | \$70           |
| 11. Lifeguard for a Day, Per Person for 1.5 Hours   |               |               |               | <b>\$2</b>     |
| 12. Other Pool Fees   |               |               |               |                |
| Texas SuperGuard Competition Per Person   | \$20          | \$20          | \$20          | \$20           |
| Swim Diaper Fee Per Diaper  | \$1           | \$1           | \$1           | \$1            |
| Tube Rental Fee   | \$1           | \$1           | \$1           | \$1            |
| Deposit   | \$2           | \$2           | \$2           | \$2            |
| Locker Rental Fee   | \$1           | \$1           | \$1           | \$1            |
| Deposit   | \$2           | \$2           | \$2           | \$2            |
| Duck Derby (Sponsor a duck July 4 <sup>th</sup> ) Per Person  | \$3           | \$3           | \$2           | \$2            |
| Itzy Bitzy Tiny Cutie Bathing Beauty & Handsome Boy Contest on July 4 <sup>th</sup> , Per Person  | \$3           | \$3           | \$3           | \$3            |
| "Schools Out Blow Out" at Adamson Lagoon  | \$200         | \$200         | \$200         | \$200          |
| Pool Trout Fish-out Per Person (Ages 3 and up)  | \$2.50        | \$2.50        | \$3           | \$3            |
| Over the 5-fish limit (Per fish)  | \$1.50        | \$1.50        | \$1.50        | \$1.50         |
| 13. Educational Class Rental (1 Hour/Non Exclusive)   | \$25          | \$25          | \$25          | \$25           |
| 14. Adamson Lagoon Summer Day Camp Use, Per Child   | NA            | NA            | NA            | <b>\$2</b>     |
| 15. Natatorium Team Use Fee, Per Person Per Season  | NA            | NA            | NA            | <b>\$10</b>    |
| <b>TEEN CENTER (THE EXIT)</b>   |               |               |               |                |
| ~ All rental rates are based on a party of 1-25 people. Additional fees are added per hour for over 25 attendees. Any rental expecting more than 100 attendees must have prior Supervisor approval. |               |               |               |                |
| ~ Deposits are refundable if the facility is left clean and damage-free.  |               |               |               |                |
| ~ Fees are assessed for special events and field trips.   |               |               |               |                |
| 1. Annual Membership Pass Per Year  | \$10          | \$10          | \$10          | <b>\$20</b>    |
| 2. Non-Member Fee Per Day   | \$1           | \$1           | \$1           | <b>\$2</b>     |
| 3. Meeting Room Rental, Per Hour  | \$15          | \$15          | \$15          | \$15           |
| Deposit   | \$50          | \$50          | \$50          | \$50           |
| 4. Dance/Game Room Rental. Per Hour   | \$25          | \$25          | \$25          | \$25           |
| Deposit   | \$50          | \$50          | \$50          | \$50           |
| 5. Whole Facility Rental Per Hour (Excludes Computer Lab)   | \$50          | \$50          | \$50          | \$50           |
| Deposit   | \$75          | \$75          | \$75          | \$75           |
| 6. Additional Attendance Fee Per Hour   |               |               |               |                |
| 26 - 50 Attendees   | \$10          | \$10          | \$10          | \$10           |
| 51- 100 Attendees   | \$15          | \$15          | \$15          | \$15           |
| 100 - 200 Attendees   | \$20          | \$20          | \$20          | \$20           |
| <b>VENDOR PERMITS</b>   |               |               |               |                |
| 1. Standard Vendor Permit   | \$50          | \$50          | \$50          |                |
| <b>WOLF PEN CREEK AMPHITHEATER</b>  |               |               |               |                |
| ~ Service Personnel charges will be added accordingly.  |               |               |               |                |
| ~ A percentage of the gate will be negotiated for commercial events.  |               |               |               |                |
| 1. Private Rental Per Day Weekdays / Weekends   | \$200 / \$250 | \$200 / \$250 | \$200 / \$250 | <b>\$250 *</b> |
| 2. Non Commercial Rental Per Day Weekdays / Weekends  | \$425 / \$525 | \$425 / \$525 | \$425 / \$525 | <b>\$600 *</b> |
| 3. Professional/Commercial Rentals Per Day  |               |               |               |                |

|   |               |               |               |                  |
|---|---------------|---------------|---------------|------------------|
| <del>Weekdays / Weekends</del>  | \$800 / \$900 | \$800 / \$900 | \$800 / \$900 | <b>\$1,000 *</b> |
| <b>* Market Adjustment</b>  |               |               |               |                  |
| <b>XTRA EDUCATION CLASSES</b>   |               |               |               |                  |
| <i>~ All Xtra Education class fees will be set according to the individual needs of each class.</i> |               |               |               |                  |

**December 14, 2006**  
**Consent Agenda Item**  
**Change Order Number 2 to the**  
**Veterans Park and Athletic Complex, Phase II (VPAC) Design Contract**

**To:** Glenn Brown, City Manager

**From:** Eric Ploeger, Assistant Director, Parks and Recreation Department

**Agenda Caption:** Presentation, possible action, and discussion regarding Change Order Number Three in the amount of \$54,356.00 to the professional services contract (Contract Number 04-221) with O'Malley Engineers, L.L.P., for additional design services for the Veterans Park & Athletic Complex Phase II project.

**Recommendation(s):** Staff recommends approval of Change Order Number Two in the amount of \$54,356.00 to proceed with design services for additional work at Veterans Park and Athletic Complex. The Parks & Recreation Advisory Board reviewed this recommendation at their November 14, 2006 Board meeting and voted unanimously (Ireland absent) in support.

**Summary:** The design of the Veterans Park and Athletic Complex, Phase II improvements began in December 2004. Elements include three additional lighted adult softball fields, three lighted soccer fields, additional parking and roadways, a soccer restroom building, concession-restroom building for the softball facility, a large group pavilion, landscaping, expansion to the maintenance building space and a one-mile concrete history walk.

Construction of Phase II began in February of 2006 with completion expected in March 2007. Use of the new athletic facilities is expected to begin in late summer or early fall of 2007 after the turf is fully established. Staff estimates that approximately \$800,000 will remain in the project fund following the completion of the Phase II construction.

A list of suggested items to be added to the park was developed by staff. This list was reviewed by the Veterans Park subcommittee of the Parks & Recreation Advisory Board on November 9, 2006 and priorities were determined. The Parks and Recreation Advisory Board reviewed the subcommittee's priority recommendations during the regular meeting on November 14, 2006. The Board accepted the subcommittee's recommendations with a unanimous vote.

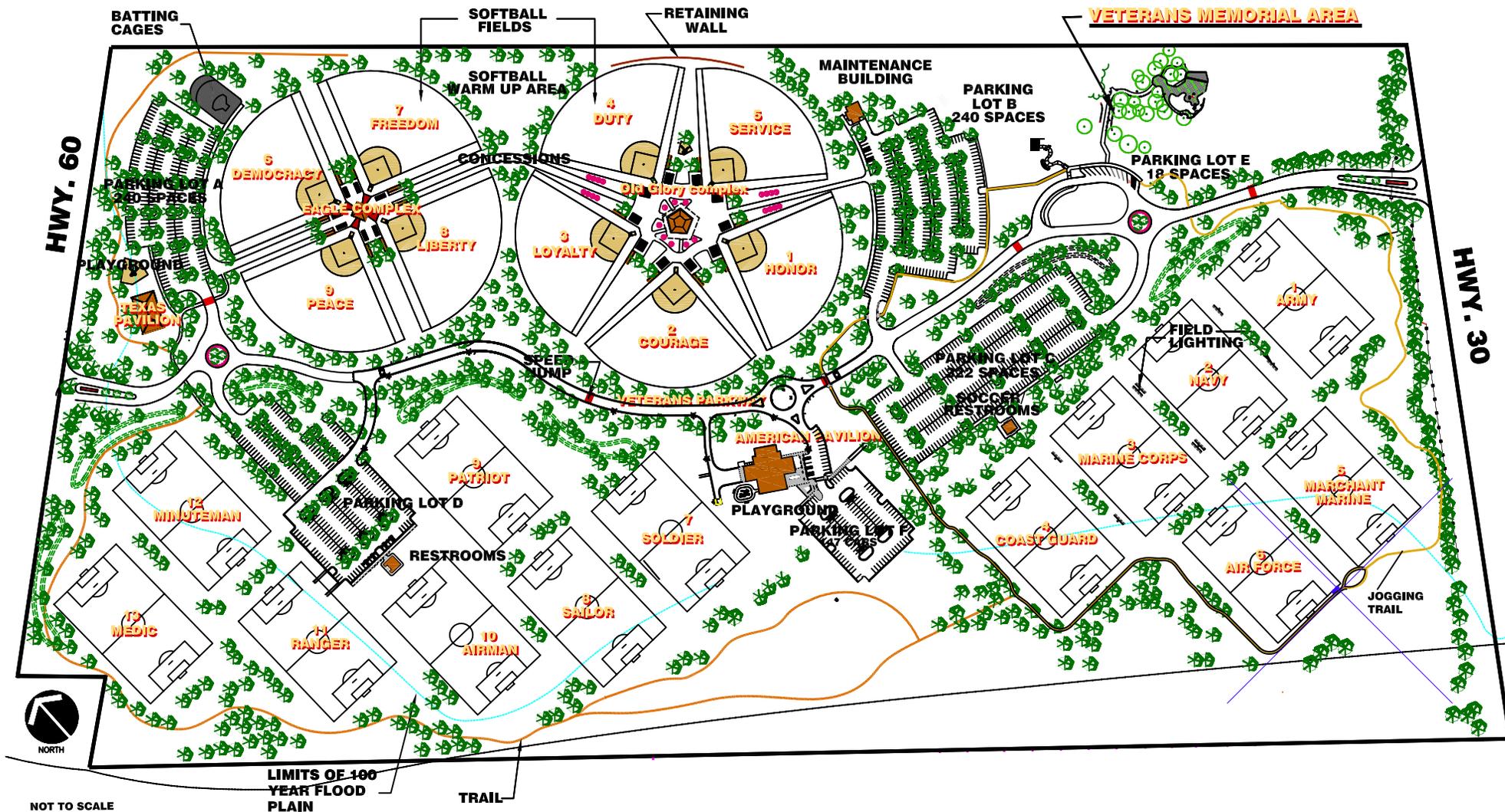
The primary recommendation is to complete the extension of Veterans Parkway to University Drive (Highway 60). This additional 800 feet of roadway will provide a second entrance into the park, improve safety, and ease traffic congestion within the park. The Parks & Recreation Advisory Board further recommends that the remaining funds be spent on additional landscaping and a small outdoor grill area for the concession stand at the softball complex. The addition of these elements at this time will improve the service level for our customers and will reduce the cost of completing the remainder of the park in the future.

**Budget & Financial Summary:** Funds for this project are budgeted in the Parks Capital Projects Fund. Staff estimates that approximately \$800,000 will remain in the project fund at the completion of Phase II. The design change order is \$54,356.00. The engineer's estimate for the completion of Veterans Parkway is \$629,712. This estimate includes a 15% contingency fee.

**Attachments:**

1. Change Order #2
2. VPAC Master Plan
3. Phase I and Phase II Site Plan
4. Extension of Veterans Parkway

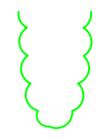




# VETERANS PARK AND ATHLETIC COMPLEX

## CITY OF COLLEGE STATION





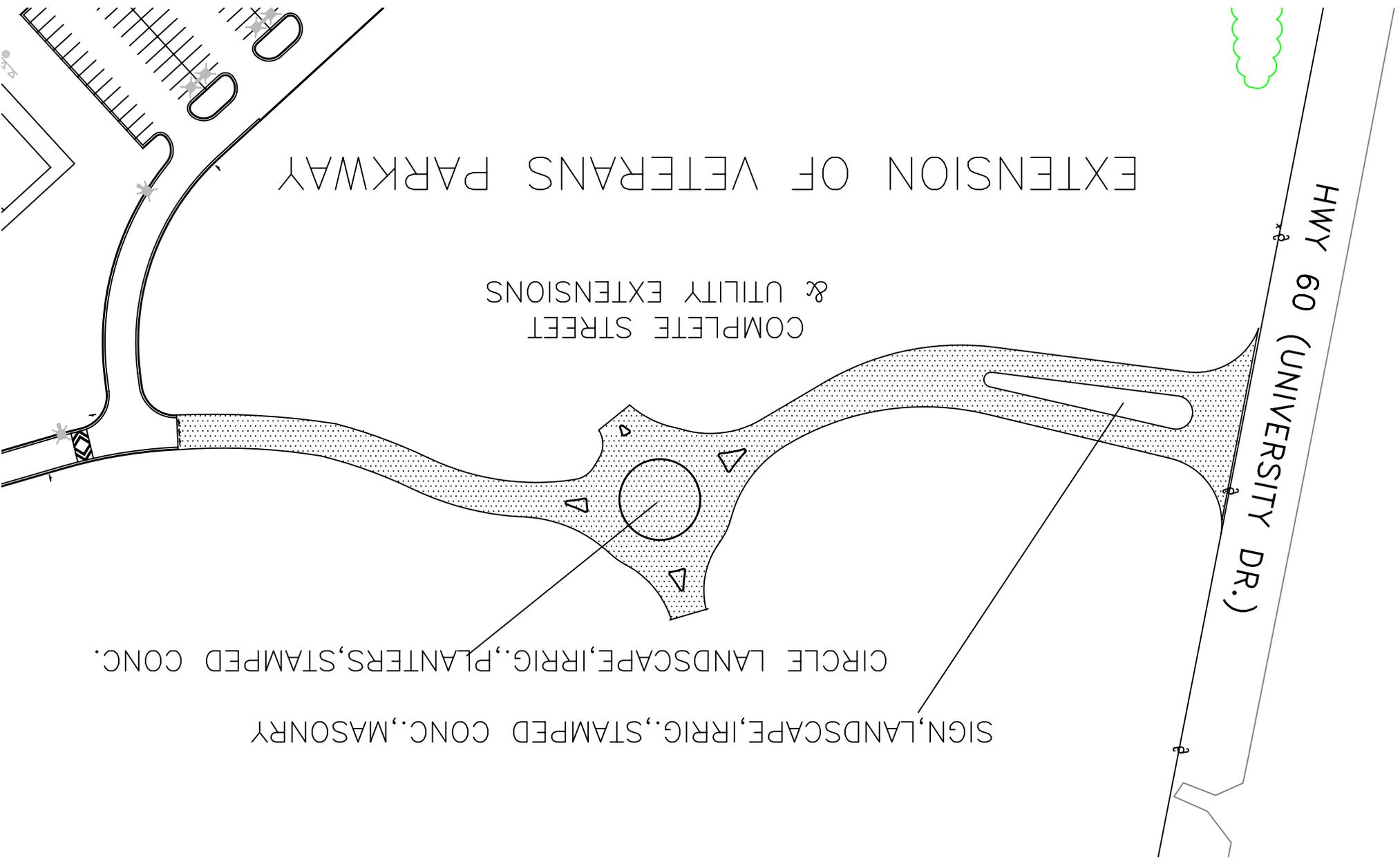
HWY 60 (UNIVERSITY DR.)

EXTENSION OF VETERANS PARKWAY

COMPLETE STREET  
& UTILITY EXTENSIONS

CIRCLE LANDSCAPE, IRRIG., PLANTERS, STAMPED CONC.

SIGN, LANDSCAPE, IRRIG., STAMPED CONC., MASONRY



**December 14, 2006  
Consent Agenda Item  
Lincoln Center Entry Sidewalk Cover**

**To:** Glenn Brown, City Manager

**From:** Eric Ploeger, Assistant Director of Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution awarding contract number 07-052, a Construction Contract with CLM Construction, in the amount of \$56,840.00 for the construction of a sidewalk cover at the north entrance of Lincoln Center. The Project Number is PK 0602.

**Recommendation(s):** Staff recommends award of the contract to the lowest responsible bidder meeting specifications, CLM Construction.

**Summary:** This contract is for the installation of an architectural roof structure extending from the Lincoln Center building to the edge of the parking lot at the north entry. This 1,200 square foot cover will provide all weather protection to Lincoln Center patrons and is large enough to also serve as a gathering area for the Center. Alternate Number Two is recommended for approval. This alternate will provide lighting under the new walk cover.

Sealed competitive bids for Bid Number 07-22 were received from three (3) contracting firms. The bid summary is attached.

**Budget & Financial Summary:** This project is included in FY2007 Community Development Block Grant (CDBG) Funds. Funds are budgeted and available for this project in the Parks Capital Projects Fund in the amount of \$45,000. Design and miscellaneous charges are \$3,290.00. The remaining funds needed for the project (\$15,130.00) will come from the Lions Park Improvement Projects that are now complete and under budget. The Lions Park projects are also budgeted with CDBG Funds.

**Attachments:**

- 1) Resolution
- 2) 07-22 Bid Tabulation
- 3) Project Location Map
- 4) Site Plan

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE LINCOLN CENTER ENTRY SIDEWALK COVER PROJECT AND AUTHORIZING THE EXPENDITURES OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Lincoln Center Entry Sidewalk Cover Project; and

WHEREAS, the selection of CLM Construction, is being recommended as the lowest responsible bidder for the construction services related to the Lincoln Center Entry Sidewalk Cover Project; now, therefore

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council hereby finds that CLM Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with CLM Construction for \$56,840.00 for the labor, materials, and equipment required for the improvements related to the Lincoln Center Entry Sidewalk Cover Project. This includes Alternate Number Two for lighting under the structure.

PART 3: That the funding for this project shall be as budgeted from the Parks Capital Improvements Projects Fund in the amount of \$56,840.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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



# Lincoln Center Entry Addition

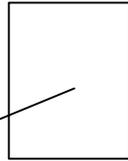
BID #07-22

PARKS

|   | CLM Construction   | Dudley Construction | Central Texas Construction |
|---|--------------------|---------------------|----------------------------|
| Description   | Item Total         | Item Total          | Item Total                 |
| 1 Base Bid  | \$54,990.00        | \$58,700.00         | \$80,400.00                |
| Alternate No. 1 - This alternate shall establish the amount to be added to the Base Bid if concrete flatwork is provided underneath new canopy as indicated on the drawings. This shall also include demolition required of all existing concrete walk in the area of the new concrete.   |                    |                     |                            |
| 1.1 1."Concrete"  | \$7,300.00         | \$12,250.00         | \$11,250.00                |
| Alternate No. 2 - This alternate shall establish the amount to the Base bid if light fixtures are provided and installed underneath canopy as indicated on the Drawings and described in the specifications. This includes all writing associated items to supply power to canopy from location of panelbox. The canopy structure will have concealed raceway for wiring and no conduit or electrical items other than fixtures shall be provided at canopy. All materials and labor for conduit, assocories and connections inside exsisting building shall be furnished as part of this alterante. 2. |                    |                     |                            |
| 1.2 "Lighting"  | \$1,850.00         | \$2,200.00          | \$6,500.00                 |
| <b>Grand Total</b>  | <b>\$64,140.00</b> | <b>\$73,150.00</b>  | <b>\$98,150.00</b>         |
| Calendar Days for Completion  | 105                | 120                 | 120                        |
| Certification of Bid  | Y                  | Y                   | N                          |
| Addendum Acknowledged   | 0                  | 0                   | 0                          |
| Bid Bond  | Y                  | Y                   | Y                          |
| Deviations/Conditions   | N/A                | N/A                 | N/A                        |

**Wellborn Rd.**

**Lincoln Center**



**Eleanor St.**

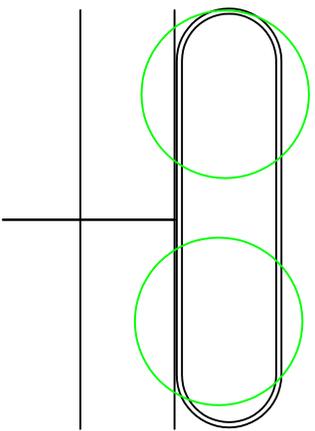
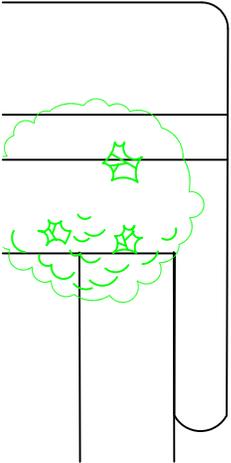
**Fairview St.**

**Holleman Dr.**

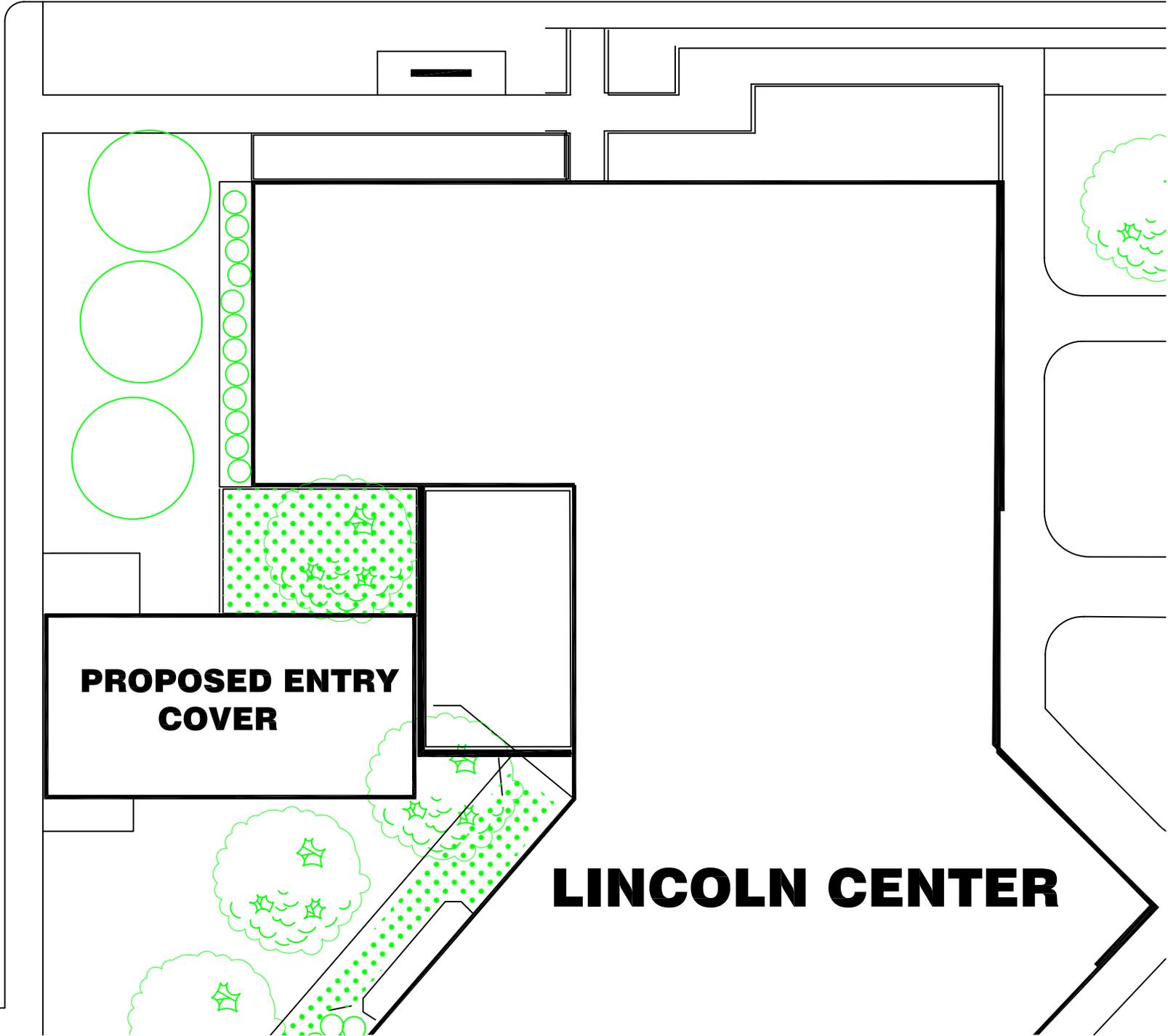
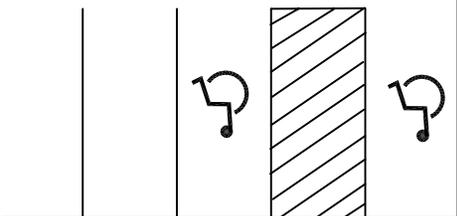


# **Lincoln Center Location Map**

ELEANOR ST



**HANDICAP PARKING**



**LINCOLN CENTER**

**December 14, 2006**  
**Consent Agenda Item**  
**Adamson Lagoon Replacement Bathhouse Design Services and a Resolution**  
**declaring intention to reimburse certain expenditures with proceeds from debt.**

**To:** Glenn Brown, City Manager

**From:** Eric Ploeger, Assistant Director of Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution awarding a Professional Services Contract (Contract Number 07-082) to Arkitex Studio, Inc., for design services related to a replacement bathhouse for Adamson Lagoon in the amount of \$90,000.00

**Recommendation(s):** Staff recommends approval of the resolution awarding a professional services contract to Arkitex Studio, Inc. of College Station, Texas.

**Summary:** This project calls for the complete replacement of the Adamson Lagoon Bathhouse. Design for the new bathhouse will be completed in FY 2007, with the construction tentatively scheduled for FY 2008. Scheduling of design, bid, and construction activities are critical to mitigate the impact upon Adamson Lagoon's operations during the summer of 2008.

The Adamson Lagoon Bathhouse was originally constructed in 1976. The structure is in poor condition, with cracking walls and a flat roof that has leaked on numerous occasions. The current building is too small for the increased patronage that has occurred during recent years.

In 1993, several water slides and other amenities were added to the pool increasing its popularity. In 2000, the pool and its mechanical systems were completely renovated. Adamson Lagoon is also heavily used by the swim instruction program. A new bathhouse will comply with current Americans with Disabilities Act (ADA) Standards, increase the effectiveness of the staff, lower repair costs, and improve services to pool patrons with adequate restrooms, dressing facilities, concession area, and larger public spaces. Pool patronage has increased from 19,644 in 1991 to 45,750 in 2006.

**Budget & Financial Summary:** Funds for the Professional Services Contract are available and budgeted in the Parks Capital Improvement Projects Fund.

The "Resolution Declaring Intention to Reimburse Certain Expenditures With Proceeds from Debt" is necessary for this item because the long term debt has not been issued for this project. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

- 1) Resolution
- 2) Resolution Declaring Intention To Reimburse
- 2) Adamson Site Plan



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING PROFESSIONAL SERVICES CONTRACT NUMBER 07-082, AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DESIGN OF THE ADAMSON LAGOON BATHHOUSE REPLACEMENT.**

WHEREAS, the City of College Station, Texas, requested a proposal for the professional design services for the Adamson Lagoon Bathhouse Replacement; and

WHEREAS, the selection of Arkitex Studio, Inc., is being recommended as the most highly qualified provider of the design services; now, therefore

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council hereby finds that Arkitex Studio, Inc., is the most highly qualified provider of services for the design of the Adamson Lagoon Bathhouse Replacement on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Arkitex Studio, Inc., for \$90,000.00 for the professional design services related to the design of the Adamson Lagoon Bathhouse Replacement.

PART 3: That the funding for this project shall be as budgeted from the Parks Capital Improvements Project Fund in the amount of \$90,000.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$990,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 14<sup>th</sup> DAY OF DECEMBER, 2006.

\_\_\_\_\_  
Ron Silvia, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

(Seal)

APPROVED:



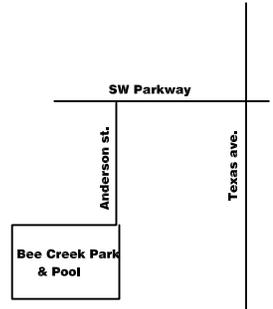
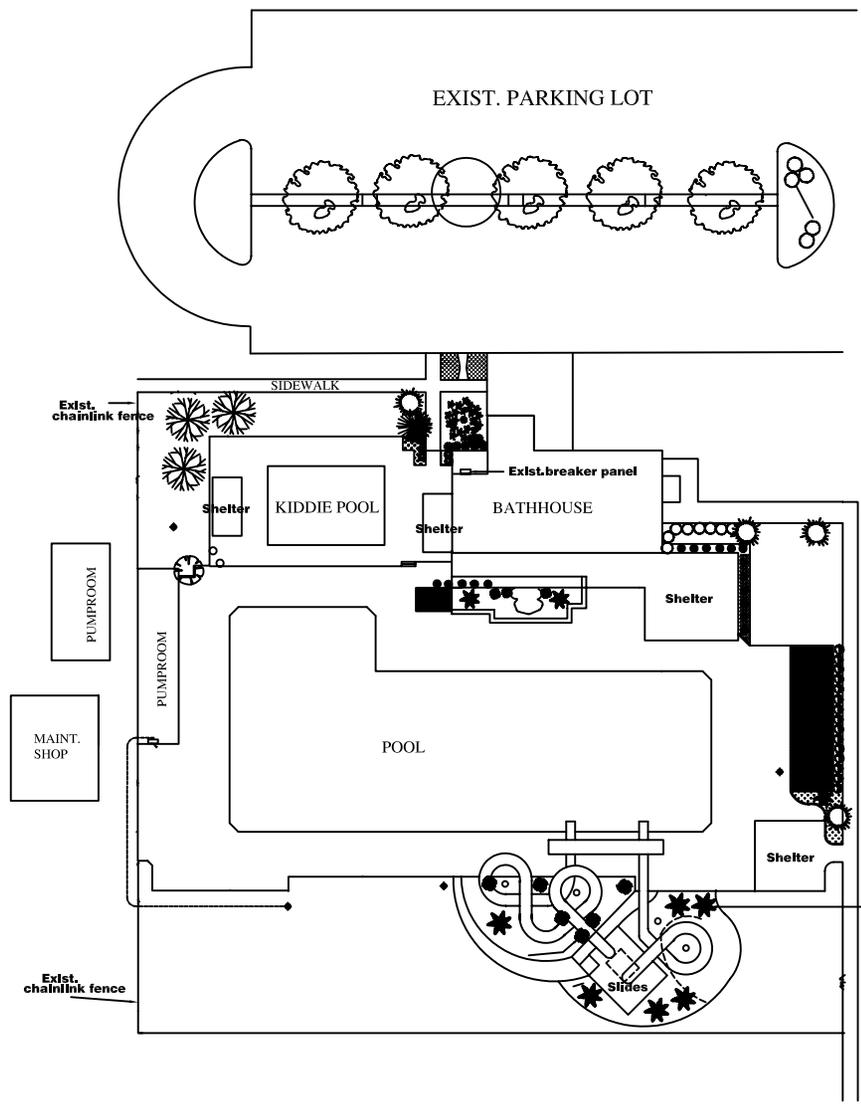
Handwritten signature of Jeffrey A. Leuchte in cursive script, written over a horizontal line.

McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Adamson Lagoon (Swimming Pool) Bathhouse Replacement



**LOCATION MAP**

City of College Station  
**PARKS AND RECREATION DEPARTMENT**  
 POST OFFICE BOX 5860 - 1000 KREWEK TAP ROAD  
 COLLEGE STATION, TEXAS 77840

Adamson Lagoon

DATE: October 2002

|              |
|--------------|
| PLANNER: PAV |
| REVISIONS:   |
|              |
|              |
|              |

SHEET:  
**1**  
**OF 1**

**December 14, 2006**  
**Regular Agenda**  
**Approval of a Development Agreement with Lonestar –**  
**College Station Golf Academy, Ltd**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action and discussion regarding a Development Agreement with Lonestar – College Station Golf Academy, Ltd.

**Recommendation(s):** Staff recommends approval of Version 1 of the Development Agreement as presented.

**Summary:** Quality non-residential development in the SH 6 – Earl Rudder Freeway Corridor is a priority of the City Council. The recommended Development Agreement with Lonestar- College Station Golf Academy, Ltd prepares the way for the development of 8.64 acres of the current 25.07-acre, Lot 2 of Horse Haven Estates, which is located just east of the Earl Rudder Freeway and North of Horse Haven Lane.

The 25.07-acre, Lot 2 of Horse Haven Estates is currently subject to an existing Development Agreement, dated March 12, 1998, that requires the dedication of right-of-way and construction of Appomattox Drive and other infrastructure through the back half of the property when any part of the subject parcel is developed.

The owner originally approached the city with the development proposal as outlined in Version 1 of the Development Agreement. However, he has requested that the City Council consider Version 2 instead.

**Version 1** - Under the recommended Development Agreement, the owner seeks to divide the property into three lots, i.e. 2A, AB and 2C, and requests to defer the dedication of right-of-way and construction of Appomattox Drive and the other infrastructure until such time as lots 2B and 2C are developed. The new agreement would thus release Lot 2A to be developed at this time and defer the dedication of right-of-way and construction of Appomattox Drive and the other infrastructure until such time as the balance of the property is developed.

**Version 2** - Under the recently-received, second version of the Development Agreement, the owner seeks to divide the property into the same three lots, i.e. 2A, AB and 2C, but requests to defer the dedication of right-of-way and construction of Appomattox Drive and the other infrastructure until such time as only lot 2C is developed. The new agreement would thus release both Lots 2A and 2B to be developed at this time and defer the dedication of right-of-way and construction of Appomattox Drive and the other infrastructure until such time as the back portion of the property is developed.

Both versions of the proposed Development Agreement require the owner to provide a financial guarantee to insure that Appomattox Drive and the other infrastructure is paid for if the owner fails to construct them per the provisions of the new agreement.

Currently, Lot 2 of Horse Haven Estates is zoned Agriculture-Open (A-O). However, the owner is also pursuing a zoning change on Lots 2A and 2B of the newly divided property to

General Commercial (C-1) at the December 14, 2006 Meeting of the City Council. Lot 2C would remain zoned Agriculture-Open (A-O) at this time.

The purported use of Lot 2A is for the development of a 65,000+ square foot outdoor and sporting goods retailer. The retailer is nationally known and currently operates 103 stores in 21 states. Of these, nine are in Texas and the closest one to this market is in Houston.

**Budget & Financial Summary:** There are no direct costs to the city by entering into this Development Agreement. Instead, the anticipated retail development at this site is valued at \$9 million and estimated to generate in excess of \$15 million per year in taxable sales.

**Attachments:**

**Version 1 - Lonestar – College Station Golf Academy Development Agreement**

**Version 2 - Lonestar – College Station Golf Academy Development Agreement**

## DEVELOPMENT AGREEMENT

This Agreement is entered into this the 14<sup>th</sup> day of December 2006, by and between the City of College Station, a Texas Home-Rule Municipal Corporation (hereinafter referred to as "CITY"), and LONESTAR-COLLEGE STATION GOLF ACADEMY, LTD, a Texas limited partnership, owner of Lot 2, Horse Haven Estates (hereinafter referred to as the "OWNER").

WHEREAS, Lone Star – College Station Golf Academy is the owner of the property described as Lot 2 of Horse Haven Estates, as shown on the Final Plat, a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes (hereinafter referred to as "Lot 2"); and

WHEREAS, development of Lot 2 is subject to the terms and provisions of that certain Development Agreement dated March 12, 1998, by and between the CITY and Burton Ray Hermann and Virginia Boriskie Hermann, individually, and Burton Ray Hermann, Virginia Boriskie Hermann, Michael W. Thiltgen, and Cheryl Thiltgen, as partners in the Lydia Boriskie Partnership, recorded in Volume 3065, Page 0245 of the Official Records of Brazos County, Texas (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the OWNER is proposing to divide Lot 2 into three lots; Lot 2A, Lot 2B and Lot 2C of Horse Haven Estates and sell to separate ownership for proposed redevelopment, Lot 2A, an 8.642 acre parcel, as shown on the Vacating and Final Plat of Lot 2, a copy of which is attached hereto as Exhibit B and incorporated herein by reference for all purposes; and,

WHEREAS, the CITY's Thoroughfare Plan shows Appomattox Drive extending southward into and through Lot 2C, Horse Haven Estates (hereinafter referred to as the "Extension"); and,

WHEREAS, the OWNER is proposing to rezone Lots 2A and 2B to a C-1 General Commercial zoning classification and proposing that Lot 2C, Horse Haven Estates maintain its current A-0 Zoning Classification; and,

WHEREAS, under the terms of the Original Agreement, upon any redevelopment, rezoning or change in use of Lot 2, the CITY will determine if the Extension is necessary, and if so, the OWNER and/or its successors-in-interest, heirs or assigns are obligated to dedicate the necessary right-of-way for the Extension and shall be obligated to construct the Extension; and

WHEREAS, the City Council of the CITY hereby determines that the Extension is not necessary at the time of rezoning for Lots 2A and 2B, Horse Haven Estates, or at the time of proposed redevelopment of Lot 2A, Horse Haven Estates; and

WHEREAS, the OWNER shall provide to the CITY a financial guarantee as outlined in Chapter 9, Section 7 of the City of College Station Code of Ordinances (Subdivision Regulations) to guarantee the OWNER's completion of the Extension at a future time upon a determination by the CITY that the Extension is necessary; and

WHEREAS, the CITY's Master Utility Plan shows an eight inch waterline and various sewer, drainage and electrical infrastructure extending southward into and through Lot 2C, Horse Haven Estates (hereinafter referred to as the "Utilities"); and

WHEREAS, OWNER desires to provide a financial guarantee for construction of the Utilities as provided under the City's Subdivision Regulations; and

WHEREAS, deferral of the utility easement dedication varies from the requirements of the CITY's Subdivision Regulations that require property for utility easements to be dedicated before final plat approval; and

WHEREAS, Chapter 9, Section 1B of the CITY's Code of Ordinances authorizes the City Council to approve development agreements requesting deferral of specific requirements of the Subdivision Regulations; and

WHEREAS, this Agreement between the CITY and the OWNER addressing the deferral of dedication of utility easements is required before the CITY can approve and file for record the Vacating and Final Plat of Lot 2;

NOW, THEREFORE, for and in consideration of the recitations above and in consideration of the promises and covenants herein expressed, the parties hereby agree and covenant as follows:

1. The OWNER agrees that any development of Lots 2B or 2C of Horse Haven Estates will be subject to review and approval of the CITY. In this event, any and all relevant plans and/or proposals will be submitted to the CITY for consideration of the need for the Extension and/or the need for Utilities.
2. The OWNER agrees that, if in connection with any development of Lots 2B or 2C of Horse Haven Estates, the CITY determines that the Extension is necessary, the OWNER and/or its successors-in interest, heirs or assigns shall be obligated to dedicate to the CITY the right-of way for the Extension as depicted on the CITY'S Thoroughfare Plan at no cost to the CITY. This dedication shall be by replatting of Lot 2C. OWNER and/or its successors-in-interest, heirs or assigns shall pay for such survey as is required.
3. The OWNER agrees that, if in connection with any development of Lots 2B or 2C of Horse Haven Estates, the CITY determines that the Extension is necessary, the OWNER and/or its successors-in interest, heirs or assigns shall be obligated to construct, at their own expense, the Extension according to then existing CITY codes and ordinances.
4. The OWNER agrees that, if in connection with any development of Lots 2B or 2C of Horse Haven Estates, the CITY determines that the Utilities are necessary, the OWNER and/or its successors-in interest, heirs or assigns shall be obligated to dedicate to the CITY the easements for the Utilities as depicted on the CITY'S Master Utility Plan at no cost to the CITY. This dedication shall be by replatting of Lot 2C. OWNER and/or its successors-in-interest, heirs or assigns shall pay for such survey as is required.
5. The OWNER agrees that, if in connection with any development of Lots 2B or 2C of Horse Haven Estates, the CITY determines that the Utilities are necessary, the OWNER and/or

its successors-in interest, heirs or assigns shall be obligated to construct, at their own expense, the Utilities according to then existing CITY codes and ordinances.

6. The OWNER agrees to provide an irrevocable letter of credit in substantially the form attached hereto as Exhibit C and incorporated herein by reference for all purposes, as outlined in Chapter 9, Section 7 of the City of College Station Code of Ordinances (Subdivision Regulations) for an amount not to exceed the total amount of the costs of design and construction of the Extension and the construction of Utilities through Lot 2C of Horse Haven Estates as established by an engineer's estimate prepared by the OWNER and approved by the CITY (hereinafter referred to as the "Improvements"). The letter of credit for the first year of this Agreement shall be for the total amount of \$370,471.00, based upon the engineer's estimate attached hereto as Exhibit D and incorporated herein by reference for all purposes. Said letter of credit is required prior to the filing of the Vacating and Final Plat of Lot 2. The irrevocable letter of credit shall be renewed each year until such time as the Improvements are constructed or until such time as the Extension or Utilities are removed from the Thoroughfare Plan or Master Utility Plan. The renewed letter of credit shall be submitted to the CITY for approval accompanied by an updated engineer's estimate and shall be for the total amount as established by the new engineer's estimate. In the event that the OWNER defaults and OWNER fails to cure such default within ten (10) days after notice of default by the CITY as provided in paragraph 7 below, under the terms of this Agreement, the CITY may draw down on the irrevocable letter of credit.

7. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

Jim Baetge, Partner  
LoneStar – College Station Golf Academy, Ltd  
2301 Earl Rudder Freeway South  
College Station, Texas 77845  
Mobile: 979.777.7023

Dir. Development Services  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

Hunter Nelson, President  
LoneStar – College Station Golf Academy, Ltd  
8 Greenway Plaza, Suite 702  
Houston, Texas 77046  
Phone: 713.877.8257  
FAX: 713.877.1824

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

8. This Agreement shall be filed of record in the Official Records of the Brazos County Clerk, Brazos County, Texas.

9. INDEMNIFICATION. The OWNER agrees to and shall indemnify, hold harmless and defend CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation,

court costs, and attorney's fees, for injury to or death of any person, or for damage to any property arising out of or in connection with this Agreement. Such indemnity shall apply where the claims, losses, damages, causes of action, suits, or liability (collectively, "Claims") arise in whole or in part from the negligence of the CITY.

10. **RELEASE.** The OWNER, its successors-in-interest, heirs and assigns, hereby releases, relinquishes and discharges the CITY, its agents, officers, and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any loss of or damage to property (whether property of either the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such loss or damage (collectively, "Damage") was caused in whole or in part by the negligence of the CITY.

11. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue shall lie in a court of competent jurisdiction in Brazos County, Texas.

12. If it is determined that the CITY had no authority to enter into this Agreement, then the OWNER agrees that it shall meet all conditions required by the CITY'S Subdivision Regulations and the Thoroughfare Plan or the CITY will not approve the final plat of Lot 2. If this occurs, then as to Lot 2C of Horse Haven Estates, each party shall be considered to be returned to the position they were in before this Agreement.

13. In the event of litigation, the non-prevailing party agrees to pay and shall pay for all of the attorney's fees, court costs and other litigation costs of the prevailing party.

14. OWNER warrants that it is the only record owner of Lot 2, Horse Haven Estates. The parties agree that they have read the terms of this Agreement and familiarized themselves with the requirements hereunder and agree that they understand their rights and responsibilities hereunder. It is understood and agreed that this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, lessees, representatives, successors, and assigns. It is understood that this Agreement contains the entire agreement between the parties and (except as provided in paragraph 16 below) supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated unless in writing and agreed by both parties.

15. Failure of either party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof.

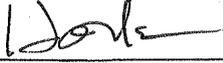
16. It is the intention of the parties that the Original Agreement shall remain in effect and not be superseded by this Agreement until such time as the condition precedent referred to in the succeeding sentence is satisfied. It shall be a condition precedent to this Agreement becoming effective that Lot 2 be re-platted into Lots 2A, 2B and 2C and that the CITY rezone Lots 2A and 2B of Horse Haven Estates to a C-1 General Commercial Zoning Classification; this Agreement

shall be of no force or effect unless and until such re-platting and rezoning occur. The parties acknowledge that Lot 2C of Horse Haven Estates will maintain its current A-0 Zoning Classification.

Executed this the 14<sup>th</sup> day of December, 2006.

OWNER  
LONESTAR-COLLEGE STATION  
GOLF ACADEMY, LTD,  
a Texas limited partnership

By: LSG Enterprises, L.L.C.,  
a Texas limited liability company



\_\_\_\_\_  
Hunter Nelson, President

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Ron Silvia, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

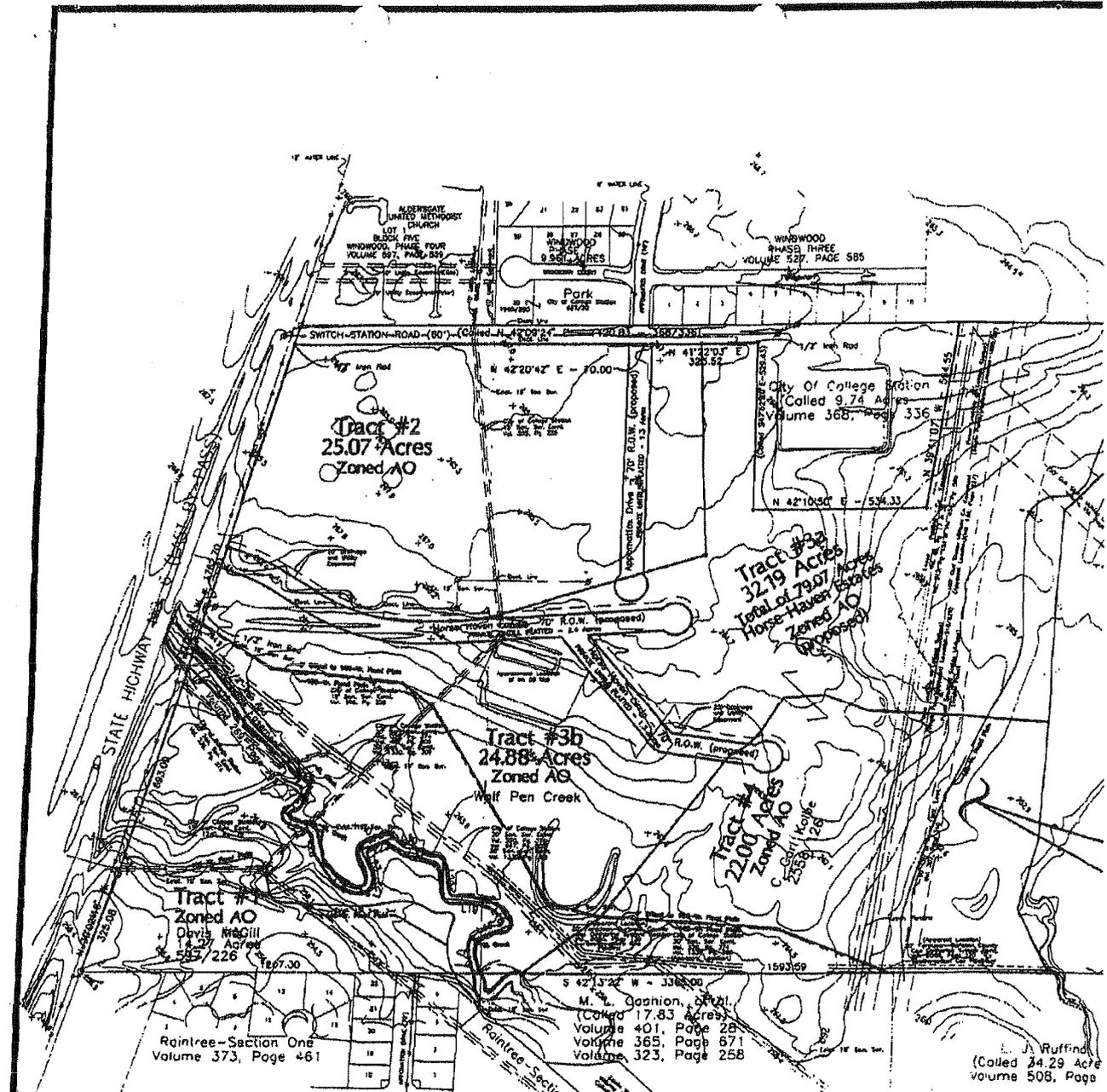
\_\_\_\_\_  
Glenn Brown, City Manager

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

\_\_\_\_\_  
Jeff Kersten, Chief Financial Officer

**EXHIBIT A**

**Final Plat – Horse Haven Estates**



Filed for Record in:  
 BRIDGES COUNTY,  
 On: Mar 23, 1998 at 04:12P

As a  
 Recipients  
 Document Number: 0251223  
 Amount: 24.00

Receipt Number - 107544  
 By:  
 Aspen McQueen

COUNTY OF  
 I hereby certify that this instrument was  
 filed on the date and time stamped herein by me  
 and was duly recorded in the volume and page  
 of the named records of:  
 BRIDGES COUNTY,  
 as stamped herein by me.  
 May 23, 1998

HARRISON E. HART (PL) BRIDGES COUNTY CLERK  
 BRIDGES COUNTY,

010000 010000 010000 010000 010000

**EXHIBIT B**

**Vacating and Final Plat – Lot 2**

**VACATING PLAT**  
**HORSE HAVEN ESTATES**  
 LOT 20 - 11.908 ACRES  
 LOT 21 - 4.321 ACRES  
 LOT 22 - 8.842 ACRES  
 25.07 ACRES

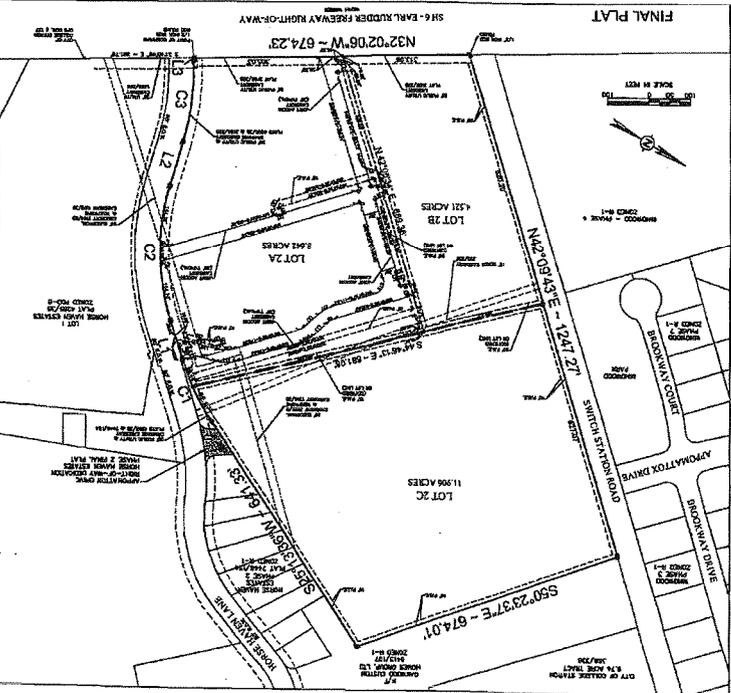
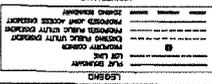
**FINAL PLAT**  
**HORSE HAVEN ESTATES**  
 FOR  
**FINAL PLAT**  
**HORSE HAVEN ESTATES**  
 LOT 20 - 11.908 ACRES  
 LOT 21 - 4.321 ACRES  
 LOT 22 - 8.842 ACRES  
 25.07 ACRES

OWNER/DEVELOPER:  
 COLLEGE STATION, HARRIS COUNTY, TEXAS  
 HUNSMANER, 2008 (REV.)  
 ENGINEER:  
 ST. CHARLES ENGINEERING, L.P.  
 2008 (REV.)  
 11000 WEST 11TH STREET, SUITE 100  
 HOUSTON, TEXAS 77070  
 SCALE: 1" = 100'



| LOT          | ACRES         | AREA          | PERCENTAGE  |
|--------------|---------------|---------------|-------------|
| LOT 20       | 11.908        | 11.908        | 47.5%       |
| LOT 21       | 4.321         | 4.321         | 17.2%       |
| LOT 22       | 8.842         | 8.842         | 35.3%       |
| <b>TOTAL</b> | <b>25.071</b> | <b>25.071</b> | <b>100%</b> |

| LOT          | ACRES         | AREA          | PERCENTAGE  |
|--------------|---------------|---------------|-------------|
| LOT 20       | 11.908        | 11.908        | 47.5%       |
| LOT 21       | 4.321         | 4.321         | 17.2%       |
| LOT 22       | 8.842         | 8.842         | 35.3%       |
| <b>TOTAL</b> | <b>25.071</b> | <b>25.071</b> | <b>100%</b> |



**STATE OF TEXAS**  
 COUNTY OF HARRIS

I, the undersigned, being a duly qualified Surveyor in and for the County of Harris, State of Texas, do hereby certify that I am the holder of the Survey of the above described land, and that the same is correctly and truthfully represented on the above plat, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof.

WITNESSED my hand and the seal of said County, this 15th day of August, 2008.

\_\_\_\_\_  
 Surveyor

**VACATING PLAT**  
**HORSE HAVEN ESTATES**  
**CORRECTION PLAT**  
**LOT 20**  
 VOL. 3158, PG. 285

1. THE SURVEY OF THE ABOVE DESCRIBED LAND IS CORRECTLY REPRESENTED ON THE ABOVE PLAT, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS SHOWN TO ME BY THE OWNER THEREOF.

2. THE SURVEY OF THE ABOVE DESCRIBED LAND IS CORRECTLY REPRESENTED ON THE ABOVE PLAT, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS SHOWN TO ME BY THE OWNER THEREOF.

3. THE SURVEY OF THE ABOVE DESCRIBED LAND IS CORRECTLY REPRESENTED ON THE ABOVE PLAT, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS SHOWN TO ME BY THE OWNER THEREOF.

4. THE SURVEY OF THE ABOVE DESCRIBED LAND IS CORRECTLY REPRESENTED ON THE ABOVE PLAT, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS SHOWN TO ME BY THE OWNER THEREOF.

5. THE SURVEY OF THE ABOVE DESCRIBED LAND IS CORRECTLY REPRESENTED ON THE ABOVE PLAT, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS SHOWN TO ME BY THE OWNER THEREOF.

**EXHIBIT C**

**Irrevocable Letter of Credit**

**FROM:** \_\_\_\_\_

**ISSUER:** \_\_\_\_\_

**IRREVOCABLE LETTER OF CREDIT**

**DATE:** \_\_\_\_\_

**TO BENEFICIARY:** City of College Station  
Attention: Director of Development Services  
1101 Texas Avenue  
College Station, Texas 77840

**IRREVOCABLE LETTER OF CREDIT NO.:** \_\_\_\_\_

**ISSUE DATE:** 12:00 Noon Central Standard Time, \_\_\_\_\_, 200\_\_

**EXPIRATION DATE:** 12:00 Noon Central Standard Time, \_\_\_\_\_, 200\_\_, or upon the completion and final payment to all contractors, whichever occurs first.

**LOCATION OF PROJECT:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED  
\_\_\_\_\_ AND NO/100 DOLLARS (\$ \_\_\_\_\_ .00)

**ACCOUNT OF:** \_\_\_\_\_, (herein "DEVELOPER")  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL TERMS & CONDITIONS:**

The Issuing Bank set out above hereby issues its IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ in favor of the CITY OF COLLEGE STATION, TEXAS, in accordance with Chapter 5, V.T.C.A. TEXAS BUSINESS AND COMMERCE CODE and pursuant to the Code of Ordinances of the City of College Station, Chapter 9: Subdivisions, for the Account of DEVELOPER for an amount of up to \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED \_\_\_\_\_ AND NO/100 DOLLARS (\$ \_\_\_\_\_ .00). This amount is available by your draft(s) payable at sight when accompanied by the following:

1. Sworn Statement by a duly authorized representative of the City of College Station, Texas, stating that Developer has/have, following required notice and an opportunity to cure, defaulted and failed to complete the performance and construction of the improvements described below in accordance with the Chapter 9 of the Code of Ordinances of the City of College Station, Texas, and that the proceeds from this Letter of Credit will either be utilized by the City of College Station, Texas, to complete such construction or will be returned by the City of College Station to the Issuing Bank.

**SPECIAL TERMS & CONDITIONS:**

1. All banking fees/expenses/charges incurred are for the account of Developer. This Letter of Credit is issued in conjunction with the development of Developer in the City of College Station, Texas, specifically for the following:

To guarantee the payment and performance of the proposed construction \_\_\_\_\_  
\_\_\_\_\_ improvements in \_\_\_\_\_  
\_\_\_\_\_, a proposed addition to the City of College Station,  
Texas, for a period not to exceed one (1) year from the date hereof.

2. Disbursements pursuant to this Letter of Credit will never exceed the above-stated amount, less any amount released by the City of College Station, Texas. The amount of credit under this Letter of Credit may be reduced upon approval and acceptance by the City of College Station of completed improvements, which reduction may only be made with the written authorization of the Director of Development Services of the City of College Station.
3. In accordance with Section 5.106 of the TEXAS BUSINESS AND COMMERCE CODE, this Letter of Credit may be modified, upon the execution and delivery to Issuer of a sworn statement giving consent to modification by the Director of Development Services of the City of College Station.
4. The Issuer of this Letter of Credit has caused this Letter to be signed by the undersigned officer who has attached proof of his authorization to sign, together with attestation by Issuer's authorized attesting officer and sealed with the seal of Issuer.

ISSUER: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Officer

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

STATE OF TEXAS     \*  
                                  \*  
COUNTY OF BRAZOS   \*

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by \_\_\_\_\_,  
the authorized officer of \_\_\_\_\_, Issuer, a Texas Banking Corporation, on  
behalf of said Banking Corporation and in the capacity stated.

\_\_\_\_\_  
Notary Public – State of Texas

**EXHIBIT D**

**Engineer's Estimate**

**APPOMATTOX DRIVE EXTENSION**  
**(between Switch Station Road and Horse Haven Lane)**  
**ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**  
**November 22, 2006**

| Item No.                           | Description  | Estimated Quantity | Unit | Unit Price | Estimated Cost   |
|------------------------------------|--|--------------------|------|------------|------------------|
| <b>Streets</b>                     |  |                    |      |            |                  |
| 1                                  | Mobilization/Construction Staking                              | 1                  | LS   | 22,000.00  | 22,000           |
| 2                                  | Excavation/Grading   | 2,194              | CY   | 6.50       | 14,261           |
| 3                                  | 6" Lime Stabilized Subgrade                                    | 4,180              | SY   | 3.75       | 15,675           |
| 4                                  | Base Material - 8" depth                                       | 3,553              | SY   | 10.50      | 37,307           |
| 5                                  | Asphalt Paving - 2" depth                                      | 3,553              | SY   | 8.75       | 31,089           |
| 6                                  | Concrete Curb and Gutter (all types)                           | 1,881              | LF   | 8.75       | 16,459           |
| 7                                  | Sidewalk on both sides - 6' & 8' wide                          | 13,185             | SF   | 3.60       | 47,466           |
| Subtotal - Residential Streets     |  |                    |      |            | \$184,256        |
| <b>Storm Drainage</b>              |  |                    |      |            |                  |
| 8                                  | 24" HDPE, structural backfill                                  | 40                 | LF   | 57.00      | 2,280            |
| 9                                  | 30" HDPE, non-structural backfill                              | 660                | LF   | 50.00      | 33,000           |
| 10                                 | 10' Recessed Curb Inlet  | 2                  | EA   | 3,300.00   | 6,600            |
| 11                                 | Standard Junction Box  | 2                  | EA   | 3,000.00   | 6,000            |
| 12                                 | Inlet Protection   | 2                  | EA   | 150.00     | 300              |
| 13                                 | Construction Exit  | 1                  | EA   | 1,500.00   | 1,500            |
| 14                                 | Silt Fence   | 500                | LF   | 3.00       | 1,500            |
| 15                                 | SWPPP  | 1                  | LS   | 2,500.00   | 2,500            |
| Subtotal - Storm Drainage          |  |                    |      |            | \$53,680         |
| <b>Water</b>                       |  |                    |      |            |                  |
| 16                                 | 8" Water PVC CL200 (C909) - structural backfill                | 1,000              | LF   | 32.00      | 32,000           |
| 17                                 | 8" Water PVC CL200 (C909), bored, w/12" steel casing           | 60                 | LF   | 120.00     | 7,200            |
| 18                                 | Fire Hydrant Assembly (incl. 8"x6" tee, valve, bend & hydrant) | 2                  | EA   | 2,600.00   | 5,200            |
| 19                                 | Vertical Fire Hydrant Extension                                | 2                  | EA   | 300.00     | 600              |
| 20                                 | 8" M.J. Gate Valve   | 3                  | EA   | 775.00     | 2,325            |
| 21                                 | 8"x 8" M.J. Tee, cut in to existing 8" line                    | 1                  | EA   | 750.00     | 750              |
| 22                                 | 2" Blow Off Assembly   | 1                  | EA   | 750.00     | 750              |
| Subtotal - Water                   |  |                    |      |            | \$48,825         |
| <b>Sewer</b>                       |  |                    |      |            |                  |
| 23                                 | 8" Sewer SDR 26 D-3034 - structural backfill                   | 100                | LF   | 36.00      | 3,600            |
| 24                                 | 8" Sewer SDR 26 D-3034 - non-structural backfill               | 80                 | LF   | 31.00      | 2,480            |
| 25                                 | 4' Manholes  | 2                  | EA   | 3,000.00   | 6,000            |
| 26                                 | TV Inspection  | 180                | LF   | 3.50       | 630              |
| Subtotal - Sewer                   |  |                    |      |            | \$12,710         |
| <b>Electrical</b>                  |  |                    |      |            |                  |
| 27                                 | Conduit  | 1,000              | LF   | 20.00      | 20,000           |
| 28                                 | Light Poles & Foundations                                      | 7                  | Ea   | 3,000.00   | 21,000           |
| Subtotal - Sewer                   |  |                    |      |            | \$41,000         |
| <b>Estimated Construction Cost</b> |  |                    |      |            | <b>\$340,471</b> |
| Engineering & Surveying            |  |                    |      |            | 30,000           |
| <b>TOTAL PROJECT COST</b>          |  |                    |      |            | <b>\$370,471</b> |

**SINGLETON COOKSEY LLP**

ATTORNEYS AT LAW  
6363 WOODWAY, SUITE 610  
HOUSTON, TEXAS 77057

TELEPHONE (713) 532-6200  
FACSIMILE (713) 532-6400

Taylor V. Cooksey  
tcooksey@singletoncooksey.com

December 4, 2006

City Council  
City of College Station  
1101 Texas Avenue  
College Station, Texas 77840

Re: Development Agreement between the City of College Station and Lonestar-College Station Golf Academy, Ltd. as to Lot 2 of Horse Haven Estates

Honorable Councilmembers:

I am submitting the referenced Development Agreement, enclosed with this letter, on behalf of Lonestar-College Station Golf Academy, Ltd. for your consideration and approval.

Please note that the enclosed Development Agreement would not require the extension of Appomattox Drive into and through Lot 2C of Horse Haven Estates and the construction of streets, alleys, sidewalks and utilities on Lot 2C, upon the development of Lot 2B, but only upon the approval for development of Lot 2C. We are making this request as, subject to the Council's approval, Lots 2B and 2C are separate lots and the extension of Appomattox Drive and the construction of infrastructure for Lot 2C will benefit only Lot 2C and therefore should burden only Lot 2C.

I respectfully request on behalf of Lonestar-College Station Golf Academy, Ltd., the approval of the enclosed Development Agreement by the City Council.

Thank you for your consideration.

Sincerely,



Taylor V. Cooksey

TVC/jlc  
Enclosure

cc: Hunter Nelson

## DEVELOPMENT AGREEMENT

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WHEREAS, the OWNER is proposing to divide Lot 2 into three lots; Lot 2A, Lot 2B and Lot 2C of Horse Haven Estates and sell to separate ownership for proposed redevelopment, Lot 2A, an 8.642 acre parcel, as shown on the Vacating and Final Plat of Lot 2, a copy of which is attached hereto as Exhibit B and incorporated herein by reference for all purposes; and,

WHEREAS, the CITY's Thoroughfare Plan shows Appomattox Drive extending southward into and through Lot 2C, Horse Haven Estates (hereinafter referred to as the "Extension"); and,

WHEREAS, the OWNER is proposing to rezone Lots 2A and 2B to a C-1 General Commercial zoning classification and proposing that Lot 2C, Horse Haven Estates maintain its current A-0 Zoning Classification; and,

WHEREAS, under the terms of the Original Agreement, upon any redevelopment, rezoning or change in use of Lot 2, the CITY will determine if the Extension is necessary, and if so, the OWNER and/or its successors-in-interest, heirs or assigns are obligated to dedicate the necessary right-of-way for the Extension and shall be obligated to construct the Extension; and

WHEREAS, the City Council of the CITY hereby determines that the Extension is not necessary at the time of rezoning for Lots 2A and 2B, Horse Haven Estates, or at the time of proposed redevelopment of Lot 2A, Horse Haven Estates; and

WHEREAS, the OWNER shall provide to the CITY a financial guarantee as outlined in Chapter 9, Section 7 of the City of College Station Code of Ordinances (Subdivision Regulations) to guarantee the OWNER's completion of the Extension at a future time upon a determination by the CITY that the Extension is necessary; and

WHEREAS, the CITY's Master Utility Plan shows an eight inch waterline and various sewer, drainage and electrical infrastructure extending southward into and through Lot 2C, Horse Haven Estates (hereinafter referred to as the "Utilities"); and

WHEREAS, OWNER desires to provide a financial guarantee for construction of the Utilities as provided under the City's Subdivision Regulations; and

WHEREAS, deferral of the utility easement dedication varies from the requirements of the CITY's Subdivision Regulations that require property for utility easements to be dedicated before final plat approval; and

WHEREAS, Chapter 9, Section 1B of the CITY's Code of Ordinances authorizes the City Council to approve development agreements requesting deferral of specific requirements of the Subdivision Regulations; and

WHEREAS, this Agreement between the CITY and the OWNER addressing the deferral of dedication of utility easements is required before the CITY can approve and file for record the Vacating and Final Plat of Lot 2;

NOW, THEREFORE, for and in consideration of the recitations above and in consideration of the promises and covenants herein expressed, the parties hereby agree and covenant as follows:

1. The OWNER agrees that any development of Lot 2C of Horse Haven Estates will be subject to review and approval of the CITY. In this event, any and all relevant plans and/or proposals will be submitted to the CITY for consideration of the need for the Extension and/or the need for Utilities.
2. The OWNER agrees that, if in connection with any development of Lot 2C of Horse Haven Estates, the CITY determines that the Extension is necessary, the OWNER and/or its successors-in interest, heirs or assigns shall be obligated to dedicate to the CITY the right-of way for the Extension as depicted on the CITY'S Thoroughfare Plan at no cost to the CITY. This dedication shall be by replatting of Lot 2C. OWNER and/or its successors-in-interest, heirs or assigns shall pay for such survey as is required.
3. The OWNER agrees that, if in connection with any development of Lot 2C of Horse Haven Estates, the CITY determines that the Extension is necessary, the OWNER and/or its successors-in interest, heirs or assigns shall be obligated to construct, at their own expense, the Extension according to then existing CITY codes and ordinances.
4. The OWNER agrees that, if in connection with any development of Lot 2C of Horse Haven Estates, the CITY determines that the Utilities are necessary, the OWNER and/or its successors-in interest, heirs or assigns shall be obligated to dedicate to the CITY the easements for the Utilities as depicted on the CITY'S Master Utility Plan at no cost to the CITY. This dedication shall be by replatting of Lot 2C. OWNER and/or its successors-in-interest, heirs or assigns shall pay for such survey as is required.
5. The OWNER agrees that, if in connection with any development of Lot 2C of Horse Haven Estates, the CITY determines that the Utilities are necessary, the OWNER and/or its

successors-in interest, heirs or assigns shall be obligated to construct, at their own expense, the Utilities according to then existing CITY codes and ordinances.

6. The OWNER agrees to provide an irrevocable letter of credit in substantially the form attached hereto as Exhibit C and incorporated herein by reference for all purposes, as outlined in Chapter 9, Section 7 of the City of College Station Code of Ordinances (Subdivision Regulations) for an amount not to exceed the total amount of the costs of design and construction of the Extension and the construction of Utilities through Lot 2C of Horse Haven Estates as established by an engineer's estimate prepared by the OWNER and approved by the CITY (hereinafter referred to as the "Improvements"). The letter of credit for the first year of this Agreement shall be for the total amount of \$370,471.00, based upon the engineer's estimate attached hereto as Exhibit D and incorporated herein by reference for all purposes. Said letter of credit is required prior to the filing of the Vacating and Final Plat of Lot 2. The irrevocable letter of credit shall be renewed each year until such time as the Improvements are constructed or until such time as the Extension or Utilities are removed from the Thoroughfare Plan or Master Utility Plan. The renewed letter of credit shall be submitted to the CITY for approval accompanied by an updated engineer's estimate and shall be for the total amount as established by the new engineer's estimate. In the event that the OWNER defaults and OWNER fails to cure such default within ten (10) days after notice of default by the CITY as provided in paragraph 7 below, under the terms of this Agreement, the CITY may draw down on the irrevocable letter of credit.

7. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

Jim Baetge, Partner  
LoneStar – College Station Golf Academy, Ltd  
2301 Earl Rudder Freeway South  
College Station, Texas 77845  
Mobile: 979.777.7023

Dir. Development Services  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

Hunter Nelson, President  
LoneStar – College Station Golf Academy, Ltd  
8 Greenway Plaza, Suite 702  
Houston, Texas 77046  
Phone: 713.877.8257  
FAX: 713.877.1824

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

8. This Agreement shall be filed of record in the Official Records of the Brazos County Clerk, Brazos County, Texas.

9. **INDEMNIFICATION.** The OWNER agrees to and shall indemnify, hold harmless and defend CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any

property arising out of or in connection with this Agreement. Such indemnity shall apply where the claims, losses, damages, causes of action, suits, or liability (collectively, "Claims") arise in whole or in part from the negligence of the CITY.

10. **RELEASE.** The OWNER, its successors-in-interest, heirs and assigns, hereby releases, relinquishes and discharges the CITY, its agents, officers, and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any loss of or damage to property (whether property of either the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such loss or damage (collectively, "Damage") was caused in whole or in part by the negligence of the CITY.

11. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue shall lie in a court of competent jurisdiction in Brazos County, Texas.

12. If it is determined that the CITY had no authority to enter into this Agreement, then the OWNER agrees that it shall meet all conditions required by the CITY'S Subdivision Regulations and the Thoroughfare Plan or the CITY will not approve the final plat of Lot 2. If this occurs, then as to Lot 2C of Horse Haven Estates, each party shall be considered to be returned to the position they were in before this Agreement.

13. In the event of litigation, the non-prevailing party agrees to pay and shall pay for all of the attorney's fees, court costs and other litigation costs of the prevailing party.

14. OWNER warrants that it is the only record owner of Lot 2, Horse Haven Estates. The parties agree that they have read the terms of this Agreement and familiarized themselves with the requirements hereunder and agree that they understand their rights and responsibilities hereunder. It is understood and agreed that this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, lessees, representatives, successors, and assigns. It is understood that this Agreement contains the entire agreement between the parties and (except as provided in paragraph 16 below) supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated unless in writing and agreed by both parties.

15. Failure of either party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof.

16. It is the intention of the parties that the Original Agreement shall remain in effect and not be superseded by this Agreement until such time as the condition precedent referred to in the succeeding sentence is satisfied. It shall be a condition precedent to this Agreement becoming effective that Lot 2 be re-platted into Lots 2A, 2B and 2C and that the CITY rezone Lots 2A and 2B of Horse Haven Estates to a C-1 General Commercial Zoning Classification; this Agreement shall be of no force or effect unless and until such re-platting and rezoning occur. The parties

acknowledge that Lot 2C of Horse Haven Estates will maintain its current A-0 Zoning Classification.

Executed this the 14<sup>th</sup> day of December, 2006.

OWNER  
LONESTAR-COLLEGE STATION  
GOLF ACADEMY, LTD,  
a Texas limited partnership

By: LSG Enterprises, L.L.C.,  
a Texas limited liability company

  
\_\_\_\_\_  
Hunter Nelson, President

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Ron Silvia, Mayor

ATTEST:  
\_\_\_\_\_  
Connie Hooks, City Secretary

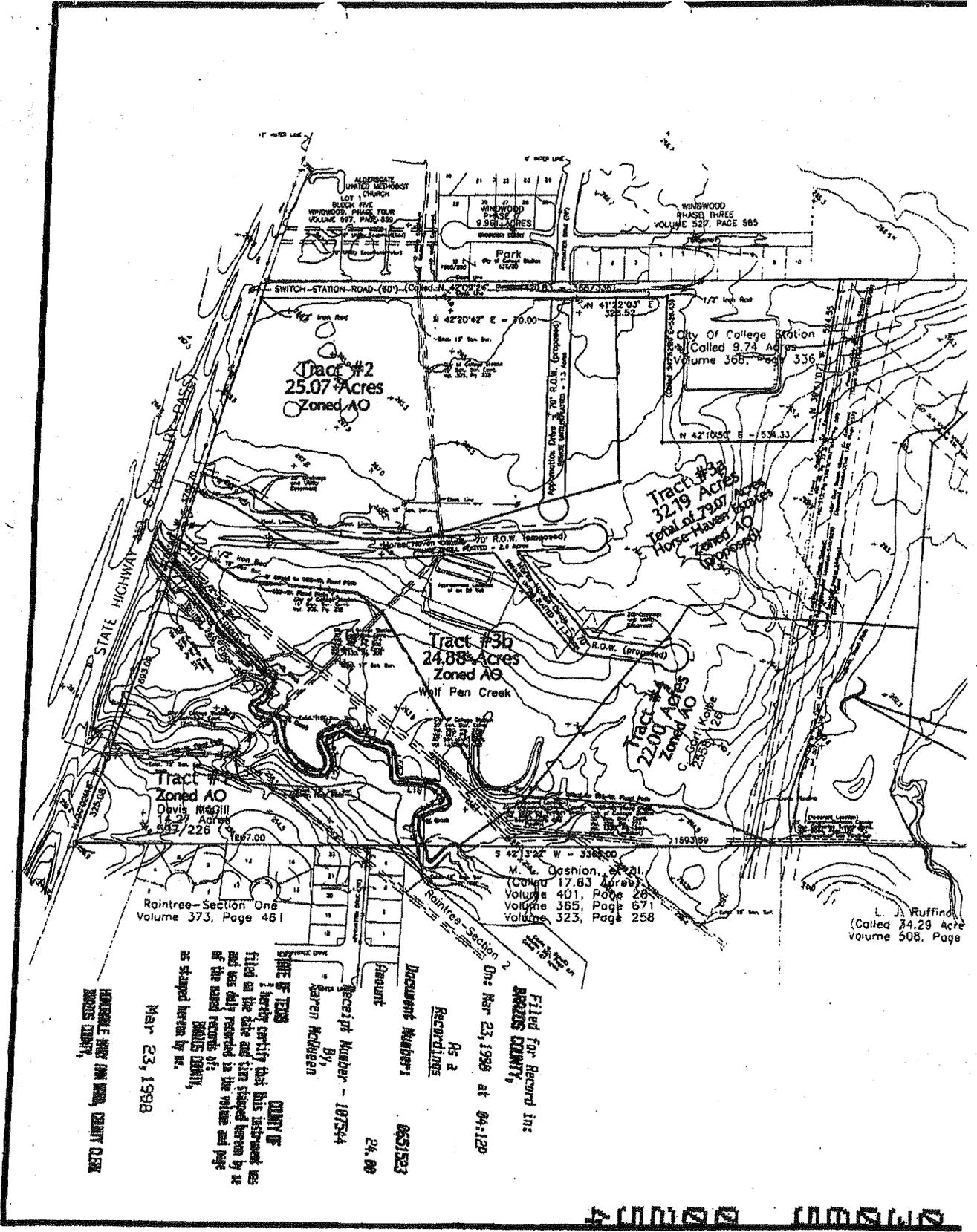
APPROVED:  
\_\_\_\_\_  
Glenn Brown, City Manager

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

\_\_\_\_\_  
Jeff Kersten, Chief Financial Officer

**EXHIBIT A**

**Final Plat – Horse Haven Estates**



HONORABLE HARRY ANN HEND, COUNTY CLERK  
BRADDOCK COUNTY, VIRGINIA

Mar 23, 1988

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the record records of:  
**BRADDOCK COUNTY, VIRGINIA**  
as stamped herein by me.

Accepted by:  
Karen McKeen

Receipt Number - 107544

Amount 24.00  
Document Number 0831523

Filed for Record in:  
**BRADDOCK COUNTY, VIRGINIA**  
On: Mar 23, 1988 at 09:12P

L. J. Ruffind  
(Called 24.29 Acre  
Volume 508, Page

0831523

**EXHIBIT B**

**Vacating and Final Plat – Lot 2**



**EXHIBIT C**

**Irrevocable Letter of Credit**

FROM: \_\_\_\_\_

ISSUER: \_\_\_\_\_

\_\_\_\_\_

### IRREVOCABLE LETTER OF CREDIT

DATE: \_\_\_\_\_

**TO BENEFICIARY:** City of College Station  
Attention: Director of Development Services  
1101 Texas Avenue  
College Station, Texas 77840

**IRREVOCABLE LETTER OF CREDIT NO.:** \_\_\_\_\_

**ISSUE DATE:** 12:00 Noon Central Standard Time, \_\_\_\_\_, 200\_\_

**EXPIRATION DATE:** 12:00 Noon Central Standard Time, \_\_\_\_\_, 200\_\_, or upon the completion and final payment to all contractors, whichever occurs first.

**LOCATION OF PROJECT:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED  
\_\_\_\_\_ AND NO/100 DOLLARS (\$ \_\_\_\_\_ .00)

**ACCOUNT OF:** \_\_\_\_\_, (herein "DEVELOPER")  
\_\_\_\_\_  
\_\_\_\_\_

#### GENERAL TERMS & CONDITIONS:

The Issuing Bank set out above hereby issues its IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ in favor of the CITY OF COLLEGE STATION, TEXAS, in accordance with Chapter 5, V.T.C.A. TEXAS BUSINESS AND COMMERCE CODE and pursuant to the Code of Ordinances of the City of College Station, Chapter 9: Subdivisions, for the Account of DEVELOPER for an amount of up to \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED \_\_\_\_\_ AND NO/100 DOLLARS (\$ \_\_\_\_\_ .00). This amount is available by your draft(s) payable at sight when accompanied by the following:

1. Sworn Statement by a duly authorized representative of the City of College Station, Texas, stating that Developer has/have, following required notice and an opportunity to cure, defaulted and failed to complete the performance and construction of the improvements described below in accordance with the Chapter 9 of the Code of Ordinances of the City of College Station, Texas, and that the proceeds from this Letter of Credit will either be utilized by the City of College Station, Texas, to complete such construction or will be returned by the City of College Station to the Issuing Bank.

**SPECIAL TERMS & CONDITIONS:**

1. All banking fees/expenses/charges incurred are for the account of Developer. This Letter of Credit is issued in conjunction with the development of Developer in the City of College Station, Texas, specifically for the following:

To guarantee the payment and performance of the proposed construction \_\_\_\_\_  
\_\_\_\_\_ improvements in \_\_\_\_\_  
\_\_\_\_\_, a proposed addition to the City of College Station,  
Texas, for a period not to exceed one (1) year from the date hereof.

2. Disbursements pursuant to this Letter of Credit will never exceed the above-stated amount, less any amount released by the City of College Station, Texas. The amount of credit under this Letter of Credit may be reduced upon approval and acceptance by the City of College Station of completed improvements, which reduction may only be made with the written authorization of the Director of Development Services of the City of College Station.
3. In accordance with Section 5.106 of the TEXAS BUSINESS AND COMMERCE CODE, this Letter of Credit may be modified, upon the execution and delivery to Issuer of a sworn statement giving consent to modification by the Director of Development Services of the City of College Station.
4. The Issuer of this Letter of Credit has caused this Letter to be signed by the undersigned officer who has attached proof of his authorization to sign, together with attestation by Issuer's authorized attesting officer and sealed with the seal of Issuer.

ISSUER: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Officer

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

STATE OF TEXAS \*  
\*  
COUNTY OF BRAZOS \*

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by \_\_\_\_\_,  
the authorized officer of \_\_\_\_\_, Issuer, a Texas Banking Corporation, on  
behalf of said Banking Corporation and in the capacity stated.

\_\_\_\_\_  
Notary Public – State of Texas

**EXHIBIT D**

**Engineer's Estimate**

**APPOMATTOX DRIVE EXTENSION**  
**(between Switch Station Road and Horse Haven Lane)**  
**ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**  
**November 22, 2006**

| Item No.                           | Description  | Estimated Quantity | Unit | Unit Price | Estimated Cost   |
|------------------------------------|--|--------------------|------|------------|------------------|
| <b>Streets</b>                     |  |                    |      |            |                  |
| 1                                  | Mobilization/Construction Staking                              | 1                  | LS   | 22,000.00  | 22,000           |
| 2                                  | Excavation/Grading   | 2,194              | CY   | 6.50       | 14,261           |
| 3                                  | 6" Lime Stabilized Subgrade                                    | 4,180              | SY   | 3.75       | 15,675           |
| 4                                  | Base Material - 8" depth                                       | 3,553              | SY   | 10.50      | 37,307           |
| 5                                  | Asphalt Paving - 2" depth                                      | 3,553              | SY   | 8.75       | 31,089           |
| 6                                  | Concrete Curb and Gutter (all types)                           | 1,881              | LF   | 8.75       | 16,459           |
| 7                                  | Sidewalk on both sides - 6' & 8' wide                          | 13,185             | SF   | 3.60       | 47,466           |
| Subtotal - Residential Streets     |  |                    |      |            | \$184,256        |
| <b>Storm Drainage</b>              |  |                    |      |            |                  |
| 8                                  | 24" HDPE, structural backfill                                  | 40                 | LF   | 57.00      | 2,280            |
| 9                                  | 30" HDPE, non-structural backfill                              | 660                | LF   | 50.00      | 33,000           |
| 10                                 | 10' Recessed Curb Inlet  | 2                  | EA   | 3,300.00   | 6,600            |
| 11                                 | Standard Junction Box  | 2                  | EA   | 3,000.00   | 6,000            |
| 12                                 | Inlet Protection   | 2                  | EA   | 150.00     | 300              |
| 13                                 | Construction Exit  | 1                  | EA   | 1,500.00   | 1,500            |
| 14                                 | Silt Fence   | 500                | LF   | 3.00       | 1,500            |
| 15                                 | SWPPP  | 1                  | LS   | 2,500.00   | 2,500            |
| Subtotal - Storm Drainage          |  |                    |      |            | \$53,680         |
| <b>Water</b>                       |  |                    |      |            |                  |
| 16                                 | 8" Water PVC CL200 (C909) - structural backfill                | 1,000              | LF   | 32.00      | 32,000           |
| 17                                 | 8" Water PVC CL200 (C909), bored, w/12" steel casing           | 60                 | LF   | 120.00     | 7,200            |
| 18                                 | Fire Hydrant Assembly (incl. 8"x6" tee, valve, bend & hydrant) | 2                  | EA   | 2,600.00   | 5,200            |
| 19                                 | Vertical Fire Hydrant Extension                                | 2                  | EA   | 300.00     | 600              |
| 20                                 | 8" M.J. Gate Valve   | 3                  | EA   | 775.00     | 2,325            |
| 21                                 | 8"x 8" M.J. Tee, cut in to existing 8" line                    | 1                  | EA   | 750.00     | 750              |
| 22                                 | 2" Blow Off Assembly   | 1                  | EA   | 750.00     | 750              |
| Subtotal - Water                   |  |                    |      |            | \$48,825         |
| <b>Sewer</b>                       |  |                    |      |            |                  |
| 23                                 | 8" Sewer SDR 26 D-3034 - structural backfill                   | 100                | LF   | 36.00      | 3,600            |
| 24                                 | 8" Sewer SDR 26 D-3034 - non-structural backfill               | 80                 | LF   | 31.00      | 2,480            |
| 25                                 | 4' Manholes  | 2                  | EA   | 3,000.00   | 6,000            |
| 26                                 | TV Inspection  | 180                | LF   | 3.50       | 630              |
| Subtotal - Sewer                   |  |                    |      |            | \$12,710         |
| <b>Electrical</b>                  |  |                    |      |            |                  |
| 27                                 | Conduit  | 1,000              | LF   | 20.00      | 20,000           |
| 28                                 | Light Poles & Foundations                                      | 7                  | Ea   | 3,000.00   | 21,000           |
| Subtotal - Sewer                   |  |                    |      |            | \$41,000         |
| <b>Estimated Construction Cost</b> |  |                    |      |            | <b>\$340,471</b> |
| Engineering & Surveying            |  |                    |      |            | 30,000           |
| <b>TOTAL PROJECT COST</b>          |  |                    |      |            | <b>\$370,471</b> |

**December 14, 2006**  
**Regular Agenda**  
**Approval of an Economic Development Agreement with**  
**Reynolds and Reynolds Company**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action and discussion regarding an Economic Development Agreement with Reynolds and Reynolds Company, which was formerly known as Universal Computer Systems, Inc.

**Recommendation(s):** Staff is the process of developing the Economic Development Agreement and plans to bring it to the City Council at the December 14, 2006 meeting.

**Summary:** In a recent major acquisition, Universal Computer Systems, Inc., located at 200 Quality Circle, merged with Reynolds and Reynolds Company, a long-time market competitor. Reynolds and Reynolds Company is currently based in Kettering, Ohio. The newly-merged company is now facing major operations and management decisions on how to best position the corporation as they move forward with the integration.

As part of the city's on-going efforts in the retention and expansion of local businesses, staff is developing a draft economic development agreement for the City Council and Brazos County Commissioner's Court to consider. It is believed that a quick and proactive position from the City and Brazos County would have positive long-term benefits for the city's economic environment.

**Budget & Financial Summary:** TBD

**Attachments:**

Staff will make the agreement available before if possible, or at the December 14, 2006 City Council meeting

**December 14, 2006  
Regular Agenda  
Horse Haven Estates Rezoning**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding an ordinance rezoning 13.57 acres located at 2301 Earl Rudder Freeway South, in the general vicinity of the northeast corner of the intersection of Horse Haven Lane and Earl Rudder Freeway South, from A-O (Agricultural Open) to C-1 (General Commercial).

**Recommendation(s):** The Planning and Zoning Commission will hear this item on December 7, 2006. The recommendation of the Commission will be presented to the Council at the meeting. Staff recommends approval of the rezoning request.

**Summary:** The applicant is requesting a C-1 (General Commercial) rezoning on the portion of the property that has frontage on Earl Rudder Freeway South in anticipation of commercial development on the site. The rezoning area is approximately 13 of the entire 25 acres of the lot. The remainder is to remain A-O (Agricultural Open).

This redevelopment of the property has also triggered the provisions of a 1998 Development Agreement between the original owner and the City requiring the dedication and construction of Appomattox Drive. The applicant is seeking a continuation of this Development Agreement with the City Council on December 14<sup>th</sup> to provide the dedication and construction of Appomattox and related infrastructure at the time of development on proposed Lots 2B or 2C.

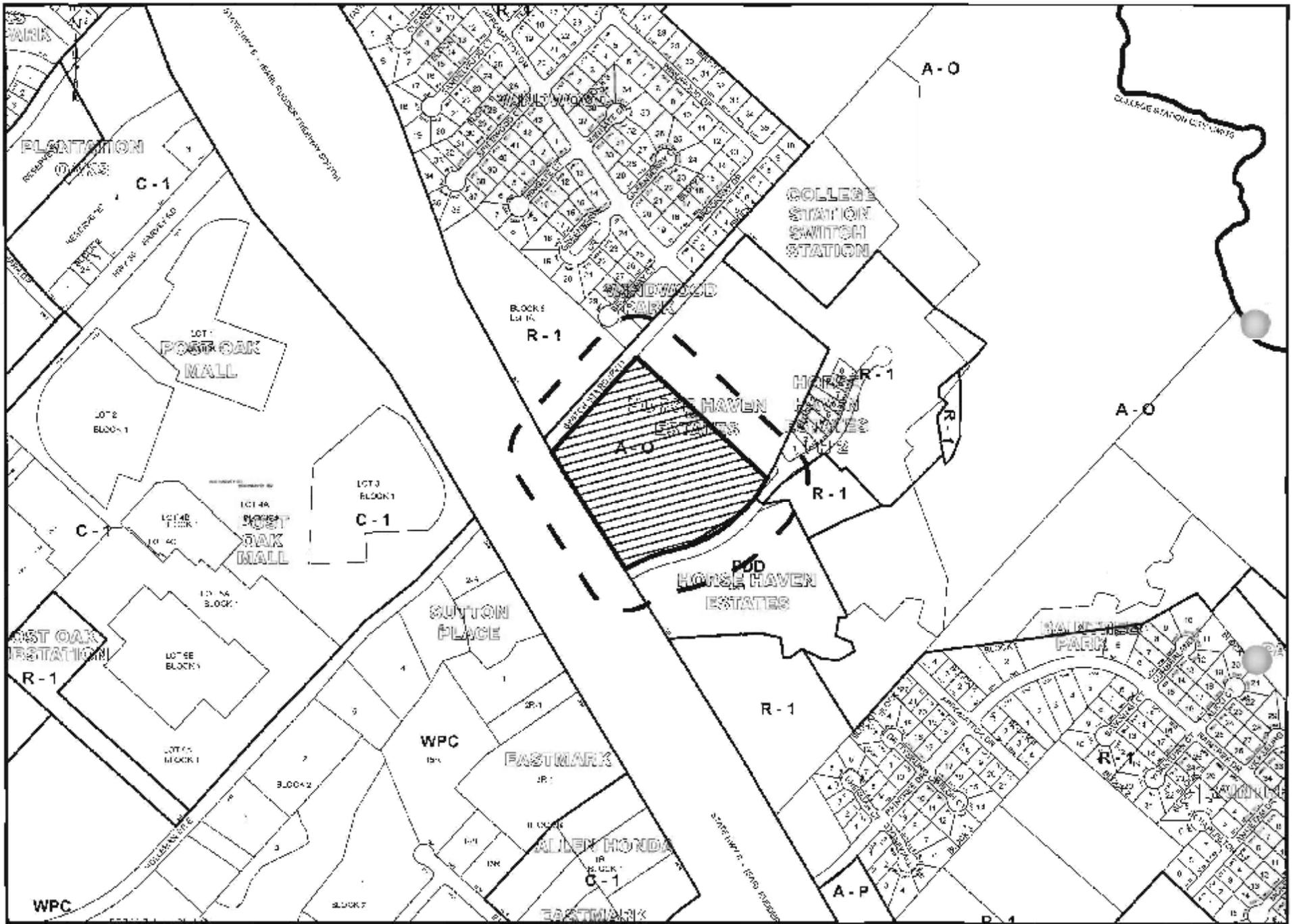
The Land Use Plan designates this area as Retail Regional. The rear of the property not affected by this rezoning is identified as Single Family Residential – Medium Density. The property has over 700 feet of frontage on Earl Rudder Freeway South, a designated highway on the Thoroughfare plan. The property is bound by Horse Haven Lane on the south and Switch Station Road on the north.

The subject property was annexed in 1971 and 1977, and subsequently zoned A-O (Agricultural Open). The property was platted in 1998 as Lot 2 of Horse Haven Estates and has been operating as a driving range.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Small Area Map (SAM) & Aerial
2. C-1 Zoning District Fact Sheet
3. Ordinance
4. Planning and Zoning Commission Draft Minutes, December 7, 2006 (available at meeting)





DEVELOPMENT REVIEW

GANDER MOUNTAIN

Case:  
06-252

REZONING 

# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## C-1 General Commercial

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

### Permitted:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospital
- Health Care, Medical Clinic
- Parks
- Places of Worship
- Animal Care Facility -Indoor
- Art Studio / Gallery
- Conference / Convention Center
- Country Club
- Day Care, Commercial
- Drive-in / thru Window
- Dry Cleaners and Laundry
- Fraternal Lodge
- Funeral Homes
- Health Club / Sports Facility, Indoor
- Health Club / Sports Facility, Outdoor
- Hotels
- Offices
- Parking as a Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV station / studios
- Restaurants
- Retail Sales -Single Tenant over 50,000 SF
- Shooting Range, Indoor
- Theater
- Storage, Self Service
- Wireless Telecommunication Facilities -Unregulated

### Permitted with Specific Use Standards:

- Fuel Sales
- Golf Course or Driving Range
- Car Wash
- Commercial Garden/Greenhouse/Landscape Maintenance
- Commercial Amusements
- Retail Sales and Service
- Sexually Oriented Business
- Vehicular Sales, Rental, Repair and Service

- Wholesales / Services
- Utilities
- Wireless Telecommunication Facilities - Intermediate

**Permitted with a Conditional Use Permit:**

- Night Club, Bar or Tavern
- Wireless Telecommunication Facilities - Major

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 14th day of December, 2006.

APPROVED:

\_\_\_\_\_  
RÓN SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O, Agricultural Open to C-1, General Commercial:

**METES AND BOUNDS DESCRIPTION  
OF A  
13.16 ACRE TRACT  
MORGAN RECTOR LEAGUE, A-46  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 2, HORSE HAVEN ESTATES, ACCORDING TO THE CORRECTION PLAT RECORDED IN VOLUME 3158, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A ½ INCH IRON ROD FOUND AT THE INTERSECTION OF THE NORTHEAST LINE OF STATE HIGHWAY NO. 6 (EARL RUDDER FREEWAY – VARIABLE WIDTH R.O.W.) FRONTAGE ROAD AND THE NORTHWEST LINE OF HORSE HAVEN LANE (60' R.O.W. AT THIS POINT) MARKING THE SOUTH CORNER OF SAID LOT 2;

**THENCE:** N 32° 02' 06" W ALONG THE NORTHEAST LINE OF STATE HIGHWAY NO. 6 FOR A DISTANCE OF 674.23 FEET TO A ½ INCH IRON ROD FOUND AT THE INTERSECTION OF THE NORTHEAST LINE OF STATE HIGHWAY NO. 6 AND THE SOUTHEAST LINE OF SWITCH STATION ROAD (60' R.O.W.) MARKING THE WEST CORNER OF SAID LOT 2;

**THENCE:** N 42° 09' 43" E ALONG THE SOUTHEAST LINE OF SWITCH STATION ROAD, SAME BEING THE NORTHWEST LINE OF SAID LOT 2, FOR A DISTANCE OF 620.21 FEET TO A POINT;

**THENCE:** S 44° 46' 13" E THROUGH SAID LOT 2 FOR A DISTANCE OF 881.07 FEET TO A POINT ON THE WEST LINE OF HORSE HAVEN ESTATES, PHASE TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 7446, PAGE 154 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID POINT BEING IN A CLOCKWISE CURVE HAVING A RADIUS OF 565.00 FEET;

**THENCE:** ALONG THE COMMON LINE OF SAID LOT 2 AND HORSE HAVEN ESTATES, PHASE TWO, AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 02' 35" FOR AN ARC DISTANCE OF 69.45 FEET (CHORD BEARS: S 38° 10' 31" W – 69.41 FEET) TO A POINT ON THE NORTHWEST LINE OF HORSE HAVEN LANE MARKING THE ENDING POINT OF SAID CURVE, SAID POINT MARKING THE TRANSITION OF THE 60.00' R.O.W. TO A 50.00' R.O.W.;

**THENCE:** ALONG THE NORTHWEST LINE OF HORSE HAVEN LANE (60' R.O.W.) FOR THE FOLLOWING CALLS:

S 41° 41' 46" W FOR A DISTANCE OF 96.28 FEET TO A 5/8 INCH IRON ROD SET MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 565.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 44' 24" FOR AN ARC DISTANCE OF 332.71 FEET (CHORD BEARS: S 58° 33' 58" W – 327.93 FEET) TO A 5/8 INCH IRON ROD SET MARKING THE ENDING POINT OF SAID CURVE;

S 75° 26' 08" W FOR A DISTANCE OF 111.46 FEET TO A 5/8 INCH IRON ROD SET MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 635.00 FEET;

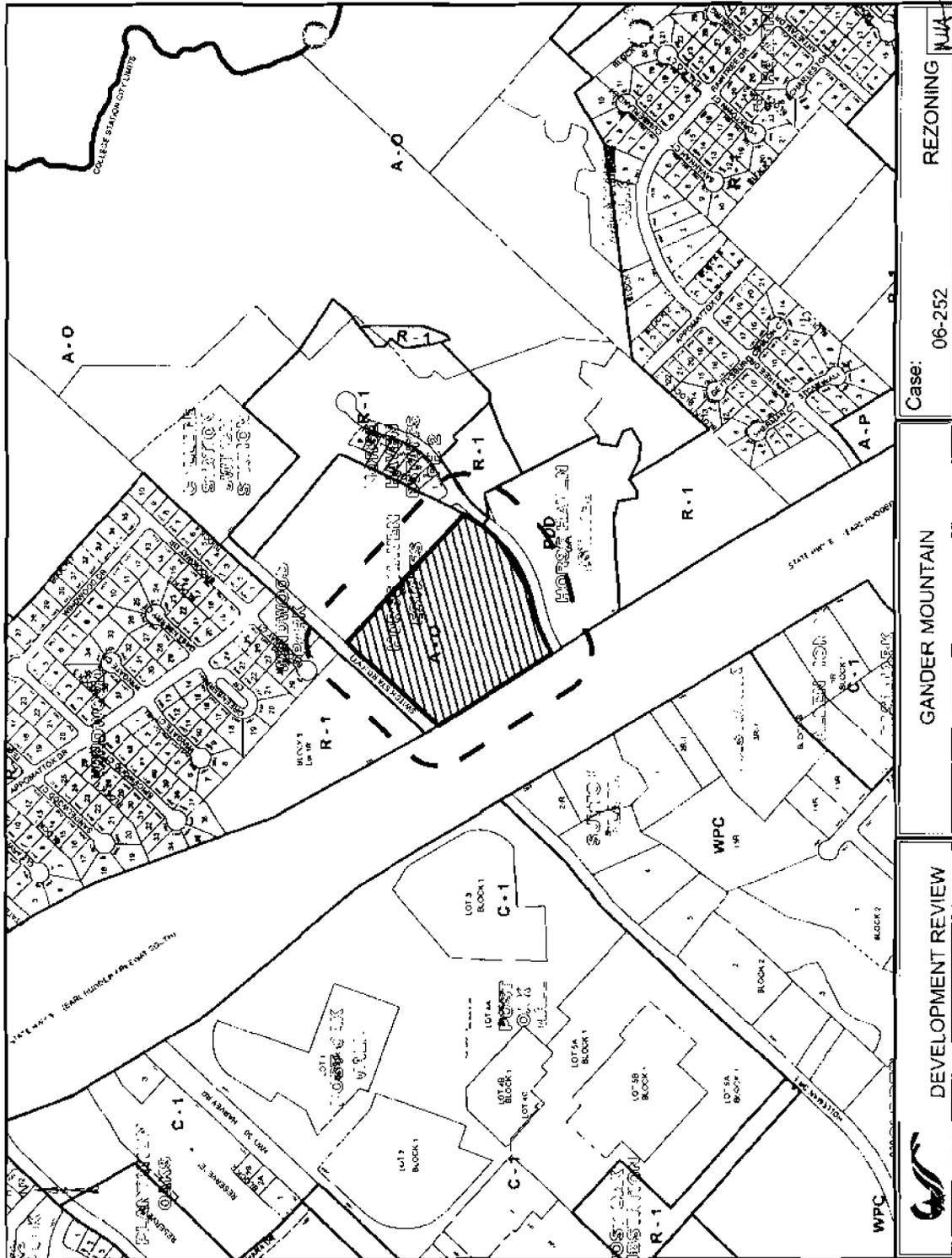
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 35' 10" FOR AN ARC DISTANCE OF 194.90 FEET (CHORD BEARS: S 66° 41' 33" W – 194.14 FEET) TO A 5/8 INCH IRON ROD SET MARKING THE ENDING POINT OF SAID CURVE;

S 60° 59' 45" W FOR A DISTANCE OF 7.15 FEET TO THE **POINT OF BEGINNING** CONTAINING 8.433 ACRES OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND NOVEMBER, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE PLAT CALLED BEARINGS OF SAID LOT 2, HORSE HAVEN ESTATES, 3158/335.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-840Z.MAB

**EXHIBIT "B"**



**December 14, 2006**  
**Regular Agenda**  
**UDO Amendment - Development Plats**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Article 3 of the Unified Development Ordinance, regulating the applicability of development plats in the City of College Station and its extraterritorial jurisdiction.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of this item at their meeting on November 16, 2006. Staff also recommends approval.

**Summary:** The TEXAS LOCAL GOVERNMENT CODE (Chapter 212 Subchapter B "Regulation of Property Development") allows municipalities to require a development plat for properties that are developing, but not required to final plat. This gives a city the opportunity to acquire easements, rights-of-way, etc. and identify existing conditions on properties that otherwise would not have had to plat. The City of College Station elected to be covered by this Section and require development plats with the adoption of the UDO in 2003.

The ordinance has now been in effect for over three years. In the limited number of times the development plat has been required for a submittal, it has been for the development of a large-acreage single family home and the plat has effectively served no purpose. The strength of the ordinance essentially lies in its requirements for commercial and multi-family developments, discouraging development on properties that do not meet the City of College Station's standards for a lot.

The proposed amendment is to exempt from the development plat requirement tracts over five acres that otherwise would not have to plat and that are developing for homestead and/or agricultural purposes.

**Budget & Financial Summary:** N/A

**Attachments:**

1. 16 November 2006 P&Z Draft Minutes
2. Ordinance



**MINUTES**  
**Regular Meeting**  
**Planning and Zoning Commission**  
**Thursday, November 16, 2006, at 7:00**  
**p.m.**  
**Council Chambers, College Station City**  
**Hall**  
**1101 Texas Avenue**  
**College Station, Texas**

---

7. Public hearing, presentation, possible action, and discussion on an amendment to the Unified Development Ordinance (UDO) regarding the applicability of development plats in the City of College Station and its extraterritorial jurisdiction.  
**Case # 05-500209 (MH)**

Molly Hitchcock, Planning Administrator, presented the amendment to the Unified Development Ordinance.

No one spoke at the public hearing.

**Commissioner motioned to accept the amendment as presented by staff. Commissioner Schroeder seconded the motion, motion passed (4-0).**

**Approved:**

---

John Nichols, Chairman  
Planning and Zoning Commission

**Attest:**

---

Lisa Lindgren, Staff Assistant  
Planning and Development Services

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 14th day of December, 2006.

APPROVED:

\_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:



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

## Exhibit "A"

That Chapter 12, "Unified Development Ordinance," Section 3.3 "Subdivision Plat Review" of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending paragraph A.2 to read as follows:

**"3.3 Subdivision Plat Review****A. Applicability**

2. Any person who proposes the development of a tract of land within the City limits or the extraterritorial jurisdiction (ETJ) of the City of College Station must have a Development Plat of the tract prepared in accordance with this Section. New development may not begin on the property until the Development Plat is filed with and approved by the City. The Administrator may waive the requirement for a Development Plat within the City limits when no parkland, infrastructure, or easement dedication is required on the subject tract.

**Exemptions:**

- a. When an applicant is required to file a Preliminary or Final Subdivision Plat by other requirements of this Section, a Development Plat is not required in addition to the Subdivision Plat.
- b. The development of a tract of land within the City limits or the extraterritorial jurisdiction (ETJ) of the City of College Station that meets all of the following criteria is not required to file a Development Plat:
  - 1) The tract is larger than five (5) acres;
  - 2) The tract has access; and
  - 3) The development is a single family home for the use of the property owner or a member of the property owner's family, an accessory structure(s) of the home, and/or an accessory structure(s) for the benefit of agricultural uses."

**December 14, 2006**  
**Regular Agenda**  
**Appointments to B/CS Library Committee and**  
**Joint Relief Funding Review Committee**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding the appointment of committee members to the Bryan/College Station Library Committee to fill two positions that expire in December, 2006 and one position on the Joint Relief Funding Review Committee that expires December, 2006. .

**Summary:** Members of the B/CS Library Committee serve two year terms. Katherine Edwards and Don Scherr terms expire December, 2006. Ms. Edwards and Mr. Scherr reapplied.

Members of the Joint Relief Funding Review Committee serve three year terms. The term of Rebecca Eplen expires December 31, 2006. Ms. Eplen resigned in July, 2006.

**Attachments:**

Applications for B/CS Library Committee

Applications for Joint Relief Funding Review Committee

# Joint Relief Funding Review Committee

(3 members from College Station,  
3 members from Bryan)

Staff Liaison:  
Debbie Eller

| <b>Name</b>                       | <b>Original Appt.</b> | <b>Address</b>   | <b>Phone</b>                 |
|-----------------------------------|-----------------------|--|------------------------------|
| <b>Rebecca Eplen</b><br>12/06     | 2003                  | 401 Sapphire Drive<br>College Station 77845            | 690-7467 (H)<br>690-6487 (W) |
| <b>J. Kevin Byrne</b><br>12/08    | 2001                  | 711 Prestwick Ct.<br>College Station 77845             | 690-6526 (H)<br>361-6200 (W) |
| <b>Deborah Deitering</b><br>12/07 | 2006                  | 4205 Snug Harbor Drive<br>College Station, Texas 77845 | 690-9406 wk<br>690-0673 hm   |
| <b>Rusleen Maurice</b><br>12/08   | 1999                  | 3306 Carter Creek Pkwy<br>Bryan                        | 846-5232 (H)                 |
| <b>Charlotte Mikulec</b><br>12/06 | 2000                  | 2300 Yosemite<br>Bryan                                 | 778-8801 (H)<br>845-1273 (W) |
| <b>Peggy Samson</b><br>12/06      | 2000                  | 2907 Wildflower<br>Bryan                               | 774-0092 (H)<br>845-6366 (W) |

### **Duties and Responsibilities**

Review all funding requests from charitable or any other assistance type agencies, public or private, to the cities. The committee shall make appropriate recommendation to City Council for their consideration.

### **Membership**

Members serve three-year terms. Members shall be qualified residents and voters of the City of College Station.

The committee consists of three representatives from College Station and three representatives from Bryan.

### **Meetings**

On call by chairman.

### **Authority**

City Council Resolution No. 5-26-88-12

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <wmason@cstx.gov>  
**Date:** 9/27/2006 1:02:57 PM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/27/2006 12:58:03 PM

Apply For A Citizen Committee

Name: Vanessa Wilkerson-Dunn

Home Address: 3013 Durango

Telephone: 979-696-6781

Fax:

E-mail: vanessa\_w\_dunn@yahoo.com

College Station Resident for \_\_\_\_ years: 8

Subdivision: Southwood Valley

Voter Registration Number:

Business Owner: No

Business Name: Sherwood Healthcare, Inc.

Occupation: Director of Social Services

Work Address: 1401 Memorial

Work Telephone: 979-776-7521

Work Fax: 979-774-7118

Work E-mail:

Education: B.S. Health Education

Position Sought (No. 1 being most preferable and No. 3 being least

preferable): Joint Relief Funding Review Committee, Lincoln Center

Advisory Committee, Outside Agency Funding Review Committee

If you currently serve on any other committees, boards or commissions,  
please list them here:

Please list any experience or interest that qualifies you to serve in  
the position desired: Served on Bryan Parks and Recreation Board, Was  
hired in Bryan ISD in 1992 with Community Block grant funds.

In compliance with Chapter 552, Government Code (Public Information  
Act), information related to the applicant's home address, home  
telephone number, and e-mail address shall be made available to the  
public, unless the applicant chooses not to release the information.

Release information?: Yes

**CC:** <dcody@cstx.gov>, <vcasares@cstx.gov>

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <wmason@cstx.gov>  
**Date:** 7/24/2006 11:37:16 AM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 7/24/2006 11:31:26 AM

Apply For A Citizen Committee

Name: Jan Richards

Home Address: 5921 Piper Lane

Telephone: 777-3126

Fax:

E-mail: j-richards@tamu.edu

College Station Resident for \_\_\_\_ years: 20

Subdivision: canyon creek

Voter Registration Number:

Business Owner: No

Business Name:

Occupation: university administration

Work Address: Office of Distance Education

Work Telephone: 845-4370

Work Fax:

Work E-mail:

Education: master in education

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Joint Relief Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: I have been active in creating fundraising activities. I worked with the American Cancer Society Relay For Life and was instrumental in our doubling our participation and income. I have a degree in business administration and a master in education. I am a FranklinCovey facilitator and practice the 7 habits of highly effective people.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

**CC:** <dcody@cstx.gov>, <vcasares@cstx.gov>

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <dcody@cstx.gov>  
**Date:** 1/22/2006 8:39:11 AM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 1/22/2006 8:21:31 AM

Apply For A Citizen Committee

Name: Anne Steen

Home Address: 1218 Lancelot Cr.

Telephone: 979-696-4538

Fax: 979-696-4538

E-mail: coolnotary@verizon.net

College Station Resident for \_\_\_\_ years: Oct 7,2005

Subdivision: Camelot

Voter Registration Number: 264000

Business Owner: No

Business Name:

Occupation: Retired/Bookkeeper

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Historic Preservation Committee, Joint Relief Funding Review Committee, Senior Advisory Committee

If you currently serve on any other committees, boards or commissions, please list them here: Volunteer/HOLD project. I am new in the community and am very interested in getting involved in this (my community).

Please list any experience or interest that qualifies you to serve in the position desired: I was chairperson on many committees involving the seniors at my church and volunteered my services at the senior facility in my community in Moreno Valley CA.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No

**CC:** <vcasares@cstx.gov>

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <wmason@cstx.gov>  
**Date:** 11/29/2006 4:13:50 PM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 11/29/2006 3:38:36 PM

Apply For A Citizen Committee

Name: Tedi Ellison

Home Address: 2902 Camille Drive

Telephone: 979-696-9889

Fax: 979-693-8819

E-mail: tedi@ellisonlaw.com

College Station Resident for \_\_\_\_ years: 22 years

Subdivision: Southwood Forest

Voter Registration Number:

Business Owner: No

Business Name: The Ellison Firm

Occupation: Office/Business Mgr.

Work Address: P.O. Box 10103, CS, TX 77842

Work Telephone: 979-696-9889

Work Fax: 979-693-8819

Work E-mail: tedi@ellisonlaw.com

Education: Masters Degree/Education

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Joint Relief Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here: B/CS Chamber of Commerce: Executive Com., Board of Directors, Legislative Affairs Com. and Transportation Com., CPAC rep. from the Chamber; Friends of Sterling C.Evans Library Bd. of Directors; RVP/ Easterwood Air Service Committee

Please list any experience or interest that qualifies you to serve in the position desired: This is a great community and if I can serve and be of any assistance I would welcome the opportunity.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: Yes

**CC:** <dcody@cstx.gov>, <vcasares@cstx.gov>

# B/CS Library Committee

(8 Members)

Staff Liaison:  
David Gerling

| Name  | Original Appt. | Address                                       | Phone                        |
|---|----------------|---|------------------------------|
| <b>Chairman</b><br><b>Larry Ringer</b><br>12/07 | 1998           | 4717 St. Andrews<br>College Station 77845     | 696-8912 (H)<br>845-3141 (W) |
| <b>Katherine Edwards</b><br>12/06               | 2005           | 313 Pershing<br>College Station 77840         | 696-4281 (H)<br>845-6293 (W) |
| <b>Don Scherr</b><br>12/06                      | 2005           | 3206 Salzburg Ct.<br>College Station 77845    | 696-7382 (H)                 |
| <b>Mary Fran Troy</b><br>12/07                  | 2006           | 1002 Rose Circle<br>College Station, TX 77845 | 696-2614 (H)<br>845-0579 (W) |
| <b>Jeanne Mitchell</b><br>12/07                 | 2001           | 2100 Briar Oaks<br>Bryan 77802                | 846-2673 (H)<br>845-2173 (W) |
| <b>B. Carroll Johnson</b><br>12/07              | 1999           | Bryan 77801                                   | 846-3970 (H)                 |
| <b>Jennifer Bohac</b><br>12/06                  | 2004           | 3906 Parkhurst<br>Bryan TX 77803              | 776-0748 (H)                 |
| <b>James Bradford</b><br>12/06                  | 2004           | 2513 Towering Oaks Dr.<br>Bryan 77802         | 774-0660 (H)<br>845-7165 (W) |

Encourage development of the Bryan and College Station Libraries; recommend policies and programs for advancement of the Bryan and College Station Libraries; cooperate with all other public and private groups in advancing the best interest of the Bryan and College Station Libraries.

## **Membership**

Member shall be a qualified resident of the City of College Station.  
Four members from each city. Members serve two year terms.

### **Meetings**

Meetings in Jan., March, May, July, Sept., Nov. - third Tuesday of the month at 5:00 pm  
(location rotates from library to library).

### **Authority**

Action taken at City Council Meeting of October 23, 1997.

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <wmason@cstx.gov>  
**Date:** 9/24/2006 8:59:19 PM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 9/24/2006 8:55:29 PM

Apply For A Citizen Committee

Name: Christopher Taylor

Home Address: P.O. Box 5979

Telephone: 979-574-3717

Fax:

E-mail: cst@tamu.edu

College Station Resident for \_\_\_\_ years: 3

Subdivision: JP3

Voter Registration Number: 20604584

Business Owner: No

Business Name:

Occupation: Student

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education: Senior Philosophy major, Texas A&M Universtiy

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Senior Advisory Committee, Library Committee, Cemetery Committee

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: I have a great love to serve others and i want to gove back to the community that has supoorted me for the past three years.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: Yes

**CC:** <dcody@cstx.gov>, <vcasares@cstx.gov>

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <wmason@cstx.gov>  
**Date:** 11/8/2006 8:42:11 AM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 11/8/2006 8:38:57 AM  
Apply For A Citizen Committee  
Name: Anne Chambless  
Home Address: 1412 Pecan Grove  
Telephone: 4065990185  
Fax:  
E-mail: anne.chambless@gmail.com  
College Station Resident for \_\_\_\_ years: 0 -- moved to CS 10/30/06  
Subdivision: Shenandoah  
Voter Registration Number:  
Business Owner: No  
Business Name:  
Occupation: Currently stay at home parent  
Work Address:  
Work Telephone:  
Work Fax:  
Work E-mail:  
Education:  
Position Sought (No. 1 being most preferable and No. 3 being least preferable): Planning and Zoning Commission, CS Business Development Corporation, Library Committee  
If you currently serve on any other committees, boards or commissions, please list them here:  
Please list any experience or interest that qualifies you to serve in the position desired: I will complete my Master of Public Administration in May 2007  
In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.  
Release information?: Yes

**CC:** <dcody@cstx.gov>, <vcasares@cstx.gov>

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <wmason@cstx.gov>  
**Date:** 11/20/2006 4:58:42 PM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 11/20/2006 4:31:21 PM

Apply For A Citizen Committee

Name: Donald P. Scherr

Home Address: 3206 Salzburg Court

Telephone: 979-820-2002

Fax:

E-mail: dpscherr@verizon.net

College Station Resident for \_\_\_\_ years: 4 1/2

Subdivision: Edelweiss

Voter Registration Number: 228200

Business Owner: No

Business Name:

Occupation: Retired

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Library Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here: Bryan + College Station Public Library System Advisory Board and Childcare Program Board of Covenant Presbyterian Church Children's Center.

Please list any experience or interest that qualifies you to serve in the position desired: Currently serving on the Library Board, life-long user of libraries, and strong advocate of library usage for educational and recreational personal enrichment.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: Yes

**CC:** <dcody@cstx.gov>, <vcasares@cstx.gov>

**From:** "City of College Station -" <info@cstx.gov>  
**To:** <wmason@cstx.gov>  
**Date:** 11/30/2006 8:18:46 AM  
**Subject:** Response to Apply For A Citizen Committee

Form Name: Date Submitted: 11/30/2006 8:13:22 AM  
Apply For A Citizen Committee  
Name: Katherine Edwards  
Home Address: 313 Pershing  
Telephone: 979-696-4281  
Fax:  
E-mail: kedwards@tamu.edu  
College Station Resident for \_\_\_\_ years: this last time has been 15 years  
Subdivision: Oakwood  
Voter Registration Number: 148050  
Business Owner: No  
Business Name:  
Occupation: Program Coordinator  
Work Address: 241 Zachry, 3131 TAMU, College Station, TX 77843-3131  
Work Telephone: 979-845-6293  
Work Fax: 979-847-9005  
Work E-mail: kedwards@tamu.edu  
Education: Master's degree  
Position Sought (No. 1 being most preferable and No. 3 being least preferable): Library Committee, ,  
If you currently serve on any other committees, boards or commissions, please list them here:  
Please list any experience or interest that qualifies you to serve in the position desired: 16 yrs as a public school teacher; degrees in history, English, and Ed. Psych.  
In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.  
Release information?: No

**CC:** <dcody@cstx.gov>, <vcasares@cstx.gov>

**December 14, 2006  
Workshop Agenda  
City Hall Update**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion regarding the status of a site development plan for a new City Hall.

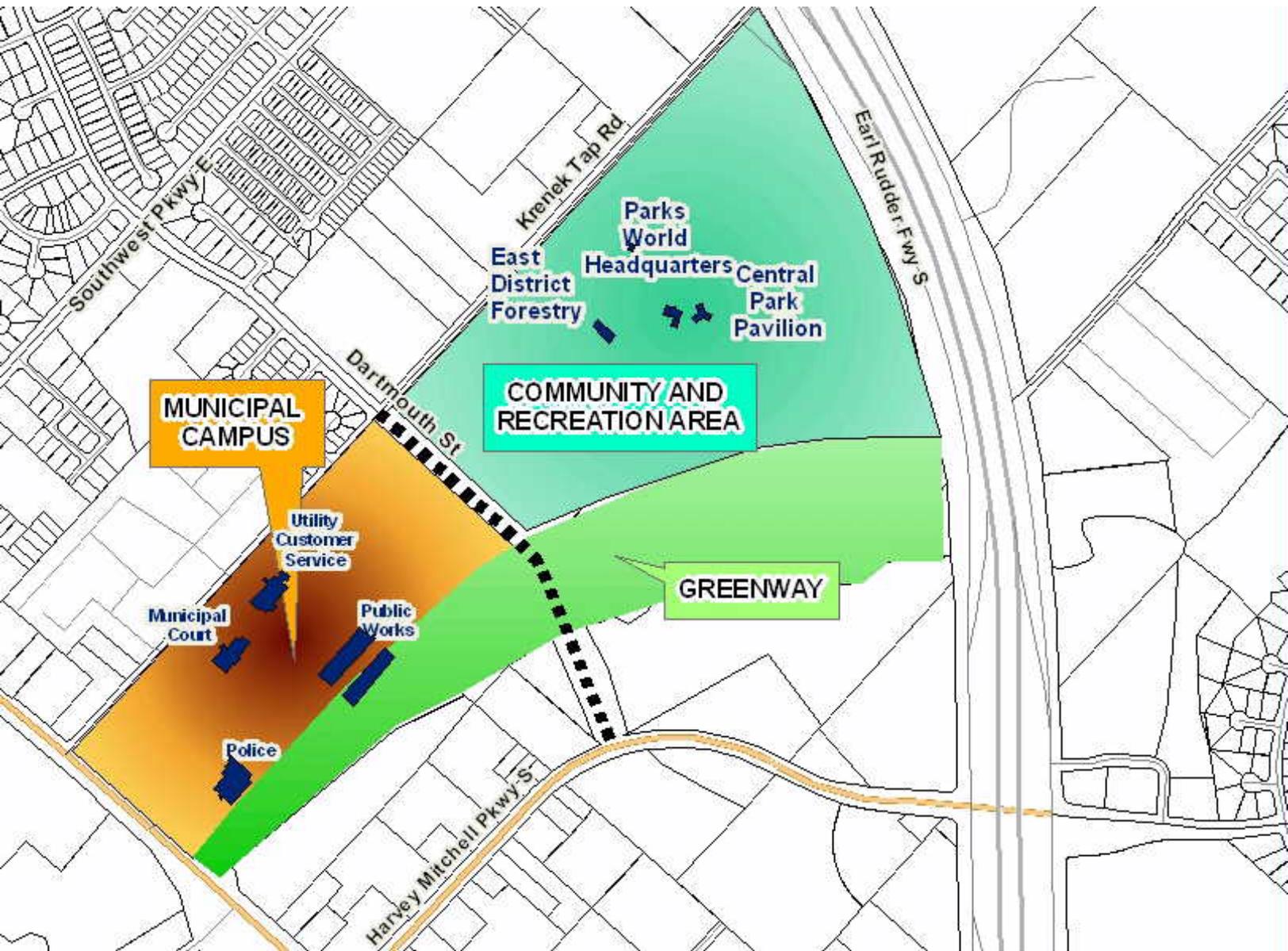
**Recommendation(s):**

**Summary:** Staff will make a presentation that will update Council on the process for developing a site development plan for City owned property located on Krenek Tap Road.

**Budget & Financial Summary:**

**Attachments:**

Location Map



**MUNICIPAL CAMPUS**

**COMMUNITY AND RECREATION AREA**

**GREENWAY**

Utility Customer Service

Municipal Court

Police

Public Works

Parks World Headquarters

East District Forestry

Central Park Pavilion

Southwest Pkwy E

Dartmouth St

Krenok Tap Rd

Harvey Mitchell Pkwy S

Earl Ruder Fwy S