



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 223 427 023 174 | Passcode: MvPmTr

Phone: 469-480-7460 | Phone Conference: 952 310 468#

March 28, 2024

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or 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. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- b. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
- c. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
- d. Cynthia Hopkins & Geoffrey Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- e. CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- f. City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.
- g. City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.

- h. Legal advice regarding enforcement of over four unrelated people.
- i. Legal advice regarding ETJ release petitions.
- j. Legal advice related to a 2017 CDBG funding agreement with B/CS Habitat for Humanity.

2.2. Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Manager
- b. Council Self-Evaluation

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Comments should not personally attack other speakers, Council or staff. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming March 2024 as Developmental Disabilities Awareness Month.

Sponsors: Tanya Smith

Attachments: 1. 24 Developmental Disabilities Awareness Month

5.2. Presentation proclaiming April 7th through 13th as National Library Week.

Sponsors: Ross Brady

Attachments: 1. Library Week Proclamation

5.3. Presentation declaring April 1st through 5th as National Community Development Week.

Sponsors: Debbie Eller

Attachments: 1. 24 National Community Development Week

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

7.1. Presentation, discussion, and possible action of minutes for:

- February 12, 2024 Special Meeting (Retreat)
- February 13, 2024 Special Meeting (Retreat)
- February 22, 2024 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. RTM021224 DRAFT Minutes
2. RTM021324 DRAFT Minutes
3. CCM022224 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding an Interlocal Agreement with the Texas Department of Public Safety for OmniBase Services.

Sponsors: Mary Ellen Leonard

Attachments: 1. 24300330 - ILA with DPS

7.3. Presentation, discussion, and possible action on a real estate contract for the purchase of a public utility easement and a temporary construction easement for \$113,000 from Snoopaluke Holdings, LLC for the Medical District Trunk Line Project.

Sponsors: Jennifer Cain

Attachments: 1. MDTL Project Map - Snoopaluke
2. Seller Signed Contract - Snoopaluke

7.4. Presentation, discussion, and possible action regarding a resolution consenting to the Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2024, not to exceed \$1,600,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. Rock Prairie MD 2024 Road Bonds Consent Resolution
2. Bond Order - Series 2024 Unlimited Tax Road Bonds (RPMD 2)
3. Rock Prairie MD 2, 2024 Bonds Cash Flow
4. Rock Prairie MD 2, 2024 Draft Road NOS
5. Rock Prairie MD 2, 2024 Draft Road POS

7.5. Presentation, discussion, possible action on an amendment to the Axon Enterprise, Inc. ("AXON") ten-year master service agreement for cameras, electronic control devices, and digital storage for \$314,699.38.

Sponsors: Mike Pavelka

Attachments: 1. 23300001AMD#1 -- JU (CC 03.28.24)

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding local efforts by The Salvation Army to raise funds for their Pathway of Hope Center, a one-stop social services and transitional housing campus to address critical assistance to family issues in Bryan, College Station, and Brazos County.

Sponsors: Debbie Eller

Attachments: None

- 8.2. Presentation, discussion, and possible action, relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023.

Sponsors: Michael DeHaven

Attachments: None

- 8.3. Presentation, discussion, and possible action on the 2024 Update to the City Council Strategic Plan.

Sponsors: Ross Brady

Attachments: 1. City Council Strategic Plan 2024 Update
2. City Council Strategic Plan 2024 Update - Redline

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R-4 Multi-Family to MF Multi-Family for approximately 28 acres generally located at 800 Marion Pugh Drive.

Sponsors: Robin Macias

Attachments: 1. Ordinance_Marion Pugh
2. Vicinity, Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Future Land Use Map
7. Rezoning Map

- 9.2. Presentation, discussion, and possible action regarding termination of a Community Development Block Grant Funding Contract with Bryan/College Station Habitat for Humanity.

Sponsors: Debbie Eller

Attachments: 1. Renee Lane Project Cost Summary

- 9.3. Presentation, discussion, and possible action regarding (1) an ordinance amending Chapter 38 "Traffic and Vehicles," Article II "Stopping, Standing and Parking," by adding Section 38-49 "Commercial Motor Vehicle and Trailer Parking" to prohibit commercial motor vehicle and trailer parking within the city limits; and (2) an ordinance amending Chapter 38 "Traffic and Vehicles," Article II "Stopping, Standing and Parking," Section 38-45 "Parking Regulations for Certain Described Areas," and repealing Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1016 "No Commercial Motor Vehicle or Trailer Parking," to remove references to commercial motor vehicle and trailer parking by specific location.

Sponsors: Emily Fisher

Attachments: 1. Ordinance CH 38 Sec 38-49 No Commercial Motor Vehicle Parking
2. Ordinance CH 38 Sec 38-45 Amendment
3. Sec._38_45.____Redlines
4. Sec._38_1016.____To be repealed

- 9.4. Presentation, discussion, and possible action on resolutions regarding extraterritorial jurisdiction (ETJ) release petitions for approximately (1) 5.569 acres of land generally located at Raymond Stotzer and Jones Road, (2) 46.59 acres of land generally located at 2321 and 2327 Arrington Road, and (3) 17.34 acres of land generally located at Stousland Road and Saddle Creek Drive.

Sponsors: Michael Ostrowski

- Attachments:
1. ETJ Denial Resolution Raymond Holdings 3-13-2024
 2. Raymond Holdings 5.569 Acre Petition Exhibit A
 3. ETJ Denial Resolution MSG-Arrowhead 3-13-24
 4. MSG-Arrowhead 46.59 Acre Petition Exhibit A
 5. ETJ Denial Resolution Pittman 3-13-2024
 6. Pittman 17.34 Acre Petition Exhibit A
 7. ETJ Property Map 3-18-24

- 9.5. Presentation, discussion, and possible action on resolutions regarding extraterritorial jurisdiction (ETJ) release petitions for (1) approximately 11.667 acres of land generally located at Hopes Creek Road and N. Dowling Road, (2) approximately 10.725 acres of land generally located at Old Arrington and Arrington Road, and (3) approximately 99.844 acres of land generally located along Royder Road between Greens Prairie Road and Frierson Road.

Sponsors: Michael Ostrowski

- Attachments:
1. ETJ Denial Resolution Holland Holdings 3-13-24
 2. Holland Holdings 11.667 Acre Petition Exhibit A
 3. ETJ Denial Resolution Final Chance LLC 3-13-24
 4. Final Chance 10.725 Acre Petition Exhibit A
 5. ETJ Denial Resolution Bassichis 3-18-24
 6. Bassichis Development 99.844 Acre Petition Exhibit A
 7. ETJ Property Map 3-18-24

- 9.6. Presentation, discussion, and possible action regarding the appointment of Planning & Zoning Commission representatives to the BioCorridor Board.

Sponsors: Tanya Smith

- Attachments:
1. Article 4 BioCorridor Board

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

12. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

14. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on March 22, 2023 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

March 28, 2024
Item No. 5.1.
Developmental Disabilities Awareness Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming March 2024 as Developmental Disabilities Awareness Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. 24 Developmental Disabilities Awareness Month



Proclamation

WHEREAS: An estimated 549,000 individuals in Texas have developmental disabilities. The hopes and dreams of Texans affected by developmental disabilities do not differ from the aspirations of all in our state - to be self-sufficient, work and earn a living, practice their faith, and support their community. Like all Texans, people with developmental disabilities have unique skills and experiences that fortify our state's rich diversity. But many also face unique challenges, which makes it important to raise awareness about the disability experience in Texas and understand how each person can live their best life. Throughout our history, these Texans have made substantial contributions that make the Lone Star State a better place for us all; and

WHEREAS: the purpose of Developmental Disabilities Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS: there is no doubt that Texas is better when every citizen can flourish in their community. Students with developmental disabilities who are included in classroom settings outside of special education are more likely to realize their full academic potential. When people with disabilities are included in the workforce, they have an opportunity to earn a competitive wage, work as part of a team, and support our state's strong economy. People with developmental disabilities who are involved in their community generally live longer, healthier lives, and give back to their communities. When inclusion becomes a way of life, Texas' communities thrive; and

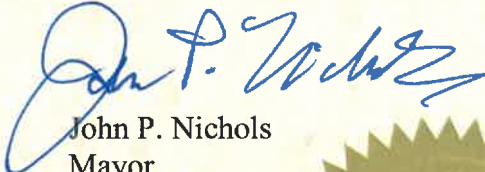
WHEREAS: Each year, we dedicate the month of March to raising awareness about people with developmental disabilities, as well as their families and caregivers, and emphasizing the importance of including people of all abilities in every aspect of our life. During this month, Texans can raise awareness about how classrooms, workplaces, houses of worship, and communities are stronger when they include people of all abilities.

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim March 2024 as

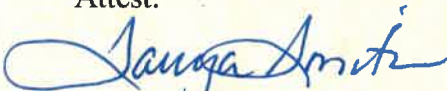
Developmental Disabilities Awareness Month

and encourage the citizens of College Station to come together and raise awareness of developmental disabilities, promote equality, and full inclusion for all.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 28th Day of March 2024.


John P. Nichols
Mayor

Attest:


Tanya Smith
City Secretary



March 28, 2024
Item No. 5.2.

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming April 7th through 13th as National Library Week.

Relationship to Strategic Goals:
Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. Library Week Proclamation



Proclamation

WHEREAS, On behalf of the City of College Station I am proud to announce the Bryan + College Station Public Library System has been awarded the Achievement of Excellence in Libraries Award by the Texas Municipal Library Directors Association (TMLDA), an affiliate of the Texas Municipal League, for outstanding contributions to our community; and,

WHEREAS, To receive the Achievement of Library Excellence Award, the library must support standards of excellence in the following categories:

Services to underserved populations through outreach, special programs, collaborations with other organizations, or special collections.

- Innovative and effective marketing materials highlighting services and publicity about specific library programs.
- Collaboration with community organizations.
- Enhanced service to the public either through an increase in service and various type of services.
- Literacy support for all ages.
- Digital inclusion through public internet access, digital literacy training, and online library services.
- Workforce development support.
- Cultural, topical, and educational programming for adults and families.
- Professional training opportunities for staff at all levels.
- Many services demonstrating excellent service to the community.

WHEREAS, Our library system strives for excellence in providing programs and services that meet the specific needs of patrons within their community; and,

WHEREAS, With this honor, our library system is now in the top 15% of public libraries in the state.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station proclaim the week of April 7-13, 2024 as:

National Library Week

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of College Station to be affixed this 28th day of March, 2024.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

March 28, 2024
Item No. 5.3.
National Community Development Week

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation declaring April 1st through 5th as National Community Development Week.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. 24 National Community Development Week



Proclamation

WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low and moderate income persons; and

WHEREAS, this year celebrates 50 years of CDBG and the City of College Station has received over \$46 million through the CDBG Program to address the needs of our residents; and

WHEREAS, the CDBG Program provides annual funding and flexibility to make targeted investments to meet local needs – transforming neighborhoods, providing preventative social services, developing decent, safe and sanitary housing, and providing economic opportunity to low-income persons; and

WHEREAS, the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons.

WHEREAS, the City of College Station has received over \$17 million in HOME funds since 1994.

NOW, THEREFORE BE IT RESOLVED, that I, John P. Nichols, as Mayor of the City of College Station designates the week of April 1 - 5, 2024 as:

National Community Development Week

in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and economic vitality of our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the SEAL of the City of College Station, Texas to be affixed this 28th day of March 2024.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

Proclaimed this 1st - 5th day of April, 2024

March 28, 2024
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- February 12, 2024 Special Meeting (Retreat)
- February 13, 2024 Special Meeting (Retreat)
- February 22, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. RTM021224 DRAFT Minutes
2. RTM021324 DRAFT Minutes
3. CCM022224 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING (RETREAT)
CITY OF COLLEGE STATION
FEBRUARY 12, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Jennifer Prochazka, Assistant City Manager
Michael Ostrowski, Chief Development Officer
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols at 9:00 a.m. on Monday, February 12, 2024, in the 7F Lodge, 16611 Royder Rd, College Station, TX 77845.

2. REGULAR ITEMS

2.1. Team Building.

Council discussed their Myers Briggs results.

Bryan Woods, City Manager, outlined the topics that would be covered during the retreat, including the state of the city, strategic planning, finance, budget, policy, and the council's preferred way for the city to run.

Mayor Nichols recessed the meeting at 9:59 a.m.

The meeting resumed at 10:12 a.m.

2.2. Presentation, discussion, and possible action regarding an overview of the state of the City.

Bryan Woods, City Manager, gave a brief overview of the state of the city.

Things to Focus on:

- Customer Service (Education of City Departments)
- Brilliant on the Basics

Mayor Nichols recessed the meeting at 11:19 a.m.

The meeting resumed at 12:11 p.m.

2.3. Presentation, discussion, and possible action regarding good governance and financial sustainability.

Jeff Kersten, Assistant City Manager, provided a brief overview of the City’s current financial position, and the City’s projected financials. A general discussion among the Council regarding legislative constraints, revenue streams, expenditures, and enterprise funds followed. No action was taken.

A video, which provides a comprehensive explanation of the one-time and ongoing expenses involved in the budget process, was shown by staff. This aided in educating Council and others about the fact that there may not be enough money and where to look for it.

Mayor Nichols recessed the meeting at 1:36 p.m.

The meeting resumed at 1:55 p.m.

2.4. Presentation, discussion, and possible action regarding core services and infrastructure and financial sustainability.

Bryan Woods, City Manager, and Jeff Kersten, Assistant City Manager, provided an overview of current fund balance in the General Fund and 5-year debt capacity.

Potential Funds Available

Estimated One-Time Available for Council Projects (General Fund)

• Possible Economic Development Project	\$5,600,000
• Possible Future Rec. Center	\$11,600,000
• Estimated Ending Unassigned Funding Balance to start – FY25 Budget	\$15,254,745
• Land Sale Fed Ex Net Proceeds	\$625,000
• Land Sale Costco Net Proceeds	<u>\$1,760,525</u>
Total Available for Council Projects	\$34,840,240

5-Year Debt Capacity Outlook at January 4, 2024 (assuming debt rate of \$.211442)

• FY24	\$5,000,000
• FY25	\$25,000,000
• FY26	\$20,000,000
• FY27	\$20,000,000
• FY28	<u>\$40,000,000</u>
Total Available for Capital Projects	\$110,000,000

Council discussed future Strategic Items:

- Upgrading Wolf Pen Creek due to being underutilized; doing a Feasibility study to know what areas are important and what is the community focus. Areas of Wolf Pen creek discussed were:
 - ✓ Amphitheater
 - ✓ Parking Lot
 - ✓ Festival Site
 - ✓ Sears Building
 - ✓ Trails
- Sidewalk/Bicycle safety Package from 2022 Bond Election
- Convention or Conference Center without competing with the College Stations Hotels
- Expand Fun for All Splashpad to add additional water attractions.
- Destination Sites on Texas Avenue or near Costco
- Moving Public Works to another location
- Water & Power Supply –acquire water rights, secure water rights and incrementally invest in power generation.
- City Limit Geographical Constraints – Annexation through targeted city acquisition of unimproved land; incentive voluntary annexation of ETJ Developments.
- Abundance of underutilized green space in passive Neighborhood Parks and Southeast Park
- Heat Island
- Cross walks up at Midtown
- safety review of 3rd party crossing guard.
- Safety with vehicles and pedestrians near Fairview and George Bush Drive

Mayor Nichols recessed the meeting at 3:35 p.m.

The meeting resumed at 3:46 p.m.

Council discussed other Strategic Items of interest:

- Enforcement of no more than four
- Parking requirements for commercial vehicles, paid parking, and parking ride site out at Post Oak Mall.
- Staffing levels in the Police Department
- Public Safety Departments Budgets
- Fire Department Paramedic Corps Storage
- Roadways Capacity & Maintenance

3. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

No future items at this time.

4. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 4:54 p.m. on Monday, February 12, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING (RETREAT)
CITY OF COLLEGE STATION
FEBRUARY 13, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Jennifer Prochazka, Assistant City Manager
Michael Ostrowski, Chief Development Officer
Adam Falco, City Attorney
Leslie Whitten, Assistant City Attorney
Tanya Smith, City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols at 8:33 a.m. on Tuesday, February 13, 2024, in the 7F Lodge, 16611 Royder Rd, College Station, TX 77845.

2. REGULAR ITEMS

2.1. Presentation, discussion, and possible action regarding good governance and financial sustainability.

Council discussed residential and commercial sanitation services and an upcoming sanitation rate study.

Top Strategic Planning Items

- Recreation Center – Awaiting results of the feasibility study.
- Conference or Convention Center - Provide a consultant review.
- Wolf Pen Creek – What is best for this area Re-habitation and/or Explanation Cost.
- Baseball/Southeast Park

2.2. Presentation, discussion, and possible action regarding good governance.

Bryan Woods, City Manager, brought forward the Internal Council Committees and how these

Committees should function. Mr. Woods stated he has started scheduling these meetings quarterly, to have more of an update to bring forward to Council. Staff requested input from Council on what kind of input or even output these committee should product. Council would like to see more of a streamline of getting the information from the Committee to the Council.

- Economic Development Committee
- Transportation Committee
- Compensation and Benefits Committee
- Budget and Finance Committee
- Audit Committee

Mayor Nichols recessed the meeting at 11:58 a.m.

The meeting resumed at 12:07 a.m.

Council and staff discussed other items of interest regarding the strategic plan. As well as reviewing the current strategic plan, where they requested some items be removed due to completion, grammatical errors, and additional items to be added. City Manager's Office will bring an updated strategic plan back at a later date for review.

Council thanked the staff for all they do for the City of College Station.

3. Executive Session Agenda.

No executive session needed.

4. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

No future items at this time.

5. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 1:02 p.m. on Tuesday, February 13, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
FEBRUARY 22, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Kim Dickey, Records Management Administrator

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 3:00 p.m. on February 22, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Presentation of the Employee of the Year nominees and recognition of the Employee of the Year, the City Impact Award, and the City Leadership Award recipients.

Nominees for Employee of the Year were:

Eric Barton, Daniel Gonzales, Raquel Gonzales, Kristen Hejny, Robert Neal Lawry, Ronnie Loper, Lisa McCracken, JoAnn Narro, Jason Neuendorf, Daniel Tice, and Joelene Tomecek.

The Employee of the Year is Eric Barton, Community Development Analyst, Community Services. Of note was his dedication to his work, personal touch he brings to his work, dependability, finding solutions to difficult situations, and developing positive relationships with the community and contractors.

Bryan Woods, City Manager, announced the City Impact Award, which is given by the City Manager's Office to the employee who had a meaningful and long-lasting impact on College Station and the community during the past year.

The recipient of the inaugural City Impact Award was Daniel Tice, Parks and Recreation, who has been recognized by his/her peers and by city leadership for his/her contributions to the city.

Mr. Woods announced that the second new award is The City Leadership Award, which is given by the City Manager's Office to a department director or assistant director who demonstrated outstanding leadership over the past year. Recipients are nominated by their peers on the Executive Leadership Team.

The recipient of the inaugural City Leadership Award is Jennifer Cain. Director of Capital Protects, his/her leadership skills and guidance produced a direct and immediate impact in his/her department and throughout the community.

The Council Meeting recessed at 3:18 p.m. for a reception honoring the Employee of the Year nominees and recognition of the Employee of the Year, the City Impact Award, and the City Leadership Award recipients.

2. Reception.

The Council Meeting reconvened at 3:31 p.m.

4. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.076-Security and, §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 3:31 p.m. on February 22, 2024, to continue discussing matters pertaining to:

4.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Cynthia Hopkins & Geoffrey Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.
- City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.

- Legal advice related to Local Government Code Chapter 145 Financial Statements.
- Legal advice related to ETJ release petitions under Local Government Code Chapter 42 and an ETJ release petition regarding approximately 99.9 acres of land, generally located along Royder Road.
- Legal advice regarding memorandum of understanding with the City of Bryan regarding Brazos Transit District Board Appointments.

4.2. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Approximately 23.5 acres of land in the College Station Business Center at the intersection of Gateway Boulevard and State Highway 6.
- Approximately 4 acres of land generally located in the 15000 block of FM 2154 in College Station.

4.3. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager
- Council Self-Evaluation

4.4. Deliberation on deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:

- Security related to City Hall and Council Chambers.

4.5. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

5. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:07 p.m. No action was taken.

6. Pledge of Allegiance, Invocation, consider absence request.

7. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

7.1. Presentation of a proclamation celebrating the 25th Anniversary of the College Station ISD Education Foundation.

Mayor Nichols presented a proclamation to Teresa Benden, Executive of the CSISD Education Foundation, Foundation Staff, and committee members recognizing the 25th Anniversary of the College Station ISD Education Foundation.

8. Hear Visitors Comments.

Cameron Nicole Gallucci, College Station, came before Council to inform the public that on Saturday, February 24, 2024, the Larry Ringer Library will host a free presentation by the Citizen Climate Lobby.

Dr. Tyler Pharr, College Station, came before Council to encourage the construction of a Disc Golf Course in College Station and the advantages it would offer, including inexpensive construction costs and significant community benefits.

9. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Items 9.5, 9.7 and 9.8 were pulled from Consent for clarification.

(9.5) Timothy Crabb, Electric Director, stated that because of the current climate in sourcing materials for construction and infrastructure, an "Escalation/De-escalation" clause was included in Electric materials bid documents that allows vendors to increase or decrease prices when manufacturers experience raw material price fluctuations affecting production costs.

(9.7) Emily Fisher, Public Works Director, outlined how the permanent speed limit from Arrington Road to the city limit line, which is located just before Dalton Drive, would be 40 miles per hour (mph) as a result of this law revision. When the road was a rural portion, the speed limit was 55 mph; more recently, it was 30 mph while construction was underway. Once enlarged, the 45-mph speed limit on the county's portion of Greens Prairie will also be reduced to 40 mph. There is no other reason why the speed limit could not be set at 45 mph, although staff had suggested limiting it at 40 mph for the duration of the reconstruction, from Arrington Road to Dalton Drive.

(9.8) Mary Ellen Leonard, Finance Director, explained the formal request for sealed quotes that the purchasing staff made in December 2023 in order to create annual price agreements for copy, print, and signage services for the entire city. A committee comprised of members from multiple City departments received, assessed, and tallied three (3) responses. The two highest-ranking bids giving the best value were Copy Stop Print Signs and Graphics and TOPS Printing Inc., dba Alphagraphics BCS, according to the review and scoring process. Both have a track record of successfully supplying the city with goods and services, as well as local storefronts.

9.1. Presentation, discussion, and possible action of minutes for:

- **February 8, 2024, Council Meeting**

9.2. Presentation, discussion, and possible action regarding the second reading of a franchise agreement Ordinance No. 2024-4502 with Container Source Storage & Roll-Off for the collection of recyclables from commercial businesses and multi-family locations.

9.3. Presentation, discussion, and possible action regarding the City Council's Proclamation and Certificate of Recognition Policy Guidelines and adding the same policy to the City Council Relations Policy and Code of Ethics.

9.4. Presentation, discussion, and possible action regarding Ordinance No. 2024-4503 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1015 "Traffic Schedules XV, two-hour Parking 8:00 a.m. - 5:00 p.m. Monday - Friday," of the Code of Ordinances of the City of College Station, Texas, by amending the section catchline to reflect

the schedule and amending the schedule to indicate if the location is limited to two-hour parking 24/7 or two-hour parking 8:00 a.m. - 5:00 p.m. Monday - Friday.

9.5. Presentation, discussion, and possible action on Change Order #2 with KBS Electrical Distributors, Inc. for an increase of \$40,452.12 for three-phase padmount transformers, for a new total not to exceed amount of \$535,737.17.

9.6. Presentation, discussion, and possible action on a contract with Schneider Engineering, LLC, dba SEnergy not to exceed \$200,000 for power generation resource development consulting services.

9.7. Presentation, discussion, and possible action regarding Ordinance No. 2024-4504 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," of the Code of Ordinances of the City of College Station, Texas establishing a speed limit of 40 mph on Greens Prairie Road between Arrington Drive and Dalton Drive.

9.8. Presentation, discussion, and possible action regarding annual price agreements for copy, print and signage services with TOPS Printing Inc, dba AlphagraphicsBCS and Copy Stop Print Signs and Graphics not to exceed a combined \$175,000.

9.9. Presentation, discussion, and possible action on a professional services contract with Burns & McDonnell for a comprehensive solid waste rate and feasibility study, not to exceed \$124,200.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items with the exception on 9.7. The motion carried unanimously.

(9.7) MOTION: Upon a motion made by Councilmember Wright and a second by Mayor Nichols, the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting against, to approve the Consent Item 9.7 with the change of a speed limit of 40 mph to 45 mph on Greens Prairie Road from east to west between Arrington Drive and Dalton Drive. The motion carried unanimously.

10. WORKSHOP ITEMS

10.1. Presentation, discussion, and possible action regarding an update on Amazon's Prime Air drone delivery service in College Station.

Michael Ostrowski, Chief Development Officer, stated that in December 2022, Amazon launched their Prime Air drone delivery program in College Station, one of only two locations nationwide.

Matt, Cartel, Amazon presented an update to program operations and offer insight into their plans for 2024. Since that inaugural package, Prime Air has successfully delivered goods to its College Station customers. Amazon Prime Air has continued to invest in its technology infrastructure and customer support, including a new partnership with Amazon Pharmacy, announced in October 2023, through which College Station customers would be the first to receive prescriptions via drone.

At approximately 7:13 p.m., Mayor Nichols opened for Citizen Comments.

Scott Shafer, College Station, came before Council representing the Texas A&M University and express their support for Amazon.

Marian Cothran, College Station, came before Council to voice her concerns about the noise made by the delivery drones. She expressed that the tranquility she sought in moving here has been disturbed and is concerned about the value of her home.

Katherine Thomas, College Station, came before Council to state her concerns regarding the Amazon drones and the noise they create. She believes that the rezoning and the subsequent facility disturbed the quality of life in her neighborhood.

Jack Culpepper, College Station, stated that his research on real estate pricing shows that prices may be impacted by properties that are perhaps vulnerable to real or perceived dangers.

Kathleen Sueoka, College Station, stated that local taxpayers and homeowners do not genuinely want drones in their backyards since all they want is silence. She went on to request that this property and its effects be moved, away from the residents to an industrial location.

Ralph T. Moore, College Station, came before Council to bring forward a memo from the Federal Aviation Administration, and his conclusion is that drones should not operate near his neighborhood.

Lauren Sims, College Station, stated that she is sharing her feedback as a resident of Emerald Forest citing several concerns: noise level of the drones, frequency of the drones flying over her home, hovering and landing that occurred off of Sandstone/Corsair for several weeks.

Brad Marquardt, College Station, came before Council to express his concerns about the Amazon Drones and the noise that he and his neighbors live with every day.

Ali DeLuna, College Station, stated that she is a principle at Southwood Valley and their partnership with Amazon Prime Air. She stated that Amazon reached out to her to provide enrichment, supplies, and support for the school.

Magie Tran, College Station, stated she is a 4th grade teacher at Southwood Valley, is so thankful for their Amazon partnership, their donations to the school, and to the kids.

Patricia Gerling, College Station, came before Council to express her support for Amazon Prime Air and stated their philanthropy have lastly impact to the community and local businesses.

Geoffrey M. Howe, College Station, stated that is property backs up to the Amazon's property and explained that he works nights and sleeps during the day. He stated that his sleep is interrupted by drone flights and is noise pollution.

Peter Bastian, College Station, came before Council to express his concerns on the Amazon drones and the noise that the drones create.

Monica Williams, College Station, came before Council to express her concern related to the noise create by the drones and when she is outside swinging on her swing set there is annoying buzz from the drones.

Peggi Goss, College Station, with United Way stated her support for Amazon Prime Air and what they are doing for non-profit organizations for our community.

Bill Stockton, College Station, stated that the noise from the Amazon drone airport is incompatible with residential land use in proximity.

Bob Brick, College Station, came before Council to express his concerns on the noise that the Amazon Drones generate.

Kathy Penny, College Station, stated that the peaceful neighborhood she has enjoyed is gone and the wildlife has adorned the area because of the noise created by the drones.

Ellen Fuller, College Station, presented a certificate to thank Amazon Prime Air for their assistance with WAA's mission to Remember our fallen, honor those that served, are serving & their families and teach the value of freedom.

There being no further comments, the Citizen Comments was closed at 8:05 p.m.

Mayor Nichols recessed the meeting at 8:25 p.m.

The meeting resumed at 8:38 p.m.

11. REGULAR ITEMS

11.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4505 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from WC Wellborn Commercial to PDD Planned Development District on approximately 2 acres of land being Wellborn Settlement Phase Two, Block 2, Lot 72, generally located along FM 2154.

Robin Macias, Planning and Development, stated that this request is to rezone the subject property from WC Wellborn Commercial to PDD Planned Development District with a base zoning of WC Wellborn Commercial. The proposed Concept Plan is split into two phases and shows the general building and parking layout for phase one. At the time of development of phase two, a concept plan amendment will be required. The proposed concept plan will increase the allowable building square footage, but will provide a pedestrian path, modified signage lighting, and increased architectural elements to maintain the rural character of the area.

At approximately 8:49 p.m., Mayor Nichols opened for the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:49 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4505, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from WC Wellborn Commercial to PDD Planned Development District on approximately 2 acres of land being Wellborn Settlement Phase Two, Block 2, Lot 72, generally located along FM 2154. The motion carried unanimously.

11.2. Presentation, discussion, and possible action regarding a Real Estate Contract with HFLPI-College Station, LLC for the sale of approximately 11.899 acres in the College Station Business Center generally located near the intersection of Gateway Boulevard and Lakeway Drive for the price of \$3,369,000.

Michael Ostrowski, Chief Development Officer, stated that the comprising a total of 11.899 acres adjacent to the existing FedEx property just south of Gateway Boulevard and west of Lakeway Drive, Lot 3 is a 6.09-acre lot, and Lot 4 is a 5.809-acre lot in Block 6, Phase Two of the College Station Business Center. The real estate contract is for the sale of the property to HFLPI-COLLEGE STATION, LLC for \$3,369,000 with proposed uses including warehousing/distribution and office. A real estate contract with this buyer was executed on November 9, 2023, for the neighboring lots (Lots 1 and 2, respectively). However, during the feasibility period, the buyer determined it was more desirable to acquire Lots 3 and 4 rather than Lots 1 and 2. Therefore, staff recommends approval of this contact and subsequently mutually terminating the initial agreement by the conclusion of its feasibility period.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve a Real Estate Contract with HFLPI-College Station, LLC for the sale of approximately 11.899 acres in the College Station Business Center generally located near the intersection of Gateway Boulevard and Lakeway Drive for the price of \$3,369,000. The motion carried unanimously.

11.3. Presentation, discussion, and possible action on memorandum of understanding with the City of Bryan regarding Brazos Transit District Board Appointments.

Jason Schubert, Traffic Engineer, stated that the affairs of BTB are managed and administered by a Board of Directors consisting of seven (7) voting Directors. The Board of Directors is responsible for the oversight of BTB and for policymaking for BTB based upon recommendations provided by BTB executive staff. BTB management-level employees are responsible for implementing Board policies and for the day-to-day operations of the organization. The memorandum of understanding outlines the City of College Station and City of Bryan will have one voting member every four years and one ex officio member every four years by an elected official. These two board positions will rotate between the voting and ex officio every four years. College Station will have the first voting board position and Bryan will have the first ex officio position.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the memorandum of understanding with the City of Bryan regarding Brazos Transit District Board Appointments. The motion carried unanimously.

12. Council Calendar

Council reviewed the calendar.

13. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutory recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station;

information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Nothing to report at this time.

14. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Nothing to report at this time.

15. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

No future items at this time.

16. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:07 p.m. on Thursday, February 22, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

March 28, 2024

Item No. 7.2.

Presentation, discussion, and possible action regarding approval of a new Interlocal Agreement (ILA) between the City of College Station and Texas Department of Public Safety (DPS) specifically related to OmniBase Services (OmniBase).

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Interlocal Agreement with the Texas Department of Public Safety for OmniBase Services.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends approval of the interlocal agreement.

Summary: The City currently has an ILA with DPS for the Failure to Appear Program offered by the Driver License Division under Transportation Code Chapter 706. This program allows us to report to a third party that is contracted with DPS, OmniBase, defendants who have failed to appear before the court. DPS/OmniBase puts a hold on the defendants' ability to renew their drivers license until the fines and fees have been paid. To ensure the program's continued effectiveness and compliance with relevant legislation, DPS has amended the ILA with the following changes:

- Changes to language and restructuring of the original ILA to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ILA remains in compliance with the latest legal requirements until a revised ILA is available.

To continue the City's participation in the Failure to Appear Program, the City must execute the amended ILA.

Budget & Financial Summary: Court must collect the statutorily required \$10.00 reimbursement fee from each person that has been submitted on a Failure to Appear report. The City will allocate \$6.00 of each \$10.00 fee received for payment to OmniBase and \$4.00 for credit to the City's general fund.

Attachments:

1. 24300330 - ILA with DPS



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300330 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Interlocal Agreement - Failure to Appear Program

Name of Contractor: Texas Department of Public Safety (DPS)

CONTRACT TOTAL VALUE: \$ N/A

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # ☐ CHANGE ORDER # ☐ OTHER

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

This ILA facilitates the City's continued participation in the Texas Department of Public Safety's Failure to Appear program. This program allows the City to report to a third party that is contracted with DPS, OmniBase, defendants who have failed to appear before the court. DPS/OmniBase puts a hold on the defendants' ability to renew their drivers license until the fines and fees have been paid.

(If required)*
CRC Approval Date*: 2/8/2024 Council Approval Date*: 3/28/2024 Agenda Item No*:

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: N/A Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

Interlocal Cooperation Contract Failure to Appear Program

State of Texas

County of Brazos

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the College Station Municipal Court of the [City or County] of College Station, Tx-Brazos County(Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: Court Administrator	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: P O BOX 9960 / 300 KRENEK TAP ROAD	
Address: COLLEGE STATION, TEXAS 77842	
Fax: 979-764-3894	
Email: lcoronilla@cstx.gov	
Phone: 979-764-3683	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court* See attached signature page	Department of Public Safety
Authorized Signatory	Driver License Division Chief or Designee
Title	
Date	Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

March 28, 2024
Item No. 7.3.
Real Estate Contract – Snoopaluke Holdings, LLC

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a real estate contract for the purchase of a public utility easement and a temporary construction easement for \$113,000 from Snoopaluke Holdings, LLC for the Medical District Trunk Line Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the real estate contract.

Summary:

The Medical District Trunk Line Project is approaching 90% design. As part of the project, three existing lift stations along State Highway 6 will be taken offline and existing force main wastewater lines will be abandoned and replaced with gravity wastewater lines. The wastewater lines will be upsized allowing for increased capacity in the area.

Phase 2 of the project is located approximately between Rock Prairie Road and Bridle Gate Drive. Phase 3 of the project is located approximately between Bridle Gate Drive and Arrington Road. Both phases are planned to be constructed together. The public utility easement and temporary construction easement to be purchased with this contract will allow for installation of a wastewater line as part of the Phase 3 portion of the project.

Approval of this contract will authorize the City Attorney's office to close the transaction.

Budget & Financial Summary: A budget in the amount of \$3,000,000 is included for this project in the Wastewater Capital Improvement Project Fund. A total of \$126,553 has been expended or committed to date, leaving a balance of \$2,873,447. The contract purchase price is \$113,000, which is a negotiated amount. Closing costs are estimated not to exceed \$2,000.

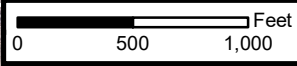
Attachments:

1. MDTL Project Map - Snoopaluke
2. Seller Signed Contract - Snoopaluke

Medical District Trunk Line Project Ph 2 (WW2100) and Ph 3 (WW2101)

Snoopaluke Holdings, LLC

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. Map created by Ashley Dorsett on 03/04/2024.





CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300382 PROJECT#: WW2101 BID#: n/a RFP#: n/a

Project Name / Contract Description: Medical District Trunk Line Project - Phase 3 / Real Estate Contract
Contract for the purchase of a Public Utility Easement and Temporary Construction Easement.

Name of Contractor: Snoopaluke Holdings, LLC

CONTRACT TOTAL VALUE: \$ 113,000.00

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

The purchase price of the easements is \$113,000.00, which is a negotiated amount.

Closing costs are estimated not to exceed \$2,000. Funds are available and budgeted for this purchase.

CRC Approval Date*: n/a **Council Approval Date*:** (If required)* 03/28/2024 **Agenda Item No*:** 2024-4565

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Form 1295:** _____

SIGNATURES RECOMMENDING APPROVAL


DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

3/7/24

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE (the "Real Estate Contract") is made by and between SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, whose mailing address is P. O. Box 9960, College Station, Brazos County, Texas 77842 ("BUYER"), upon the terms and conditions set forth herein:

ARTICLE I PURCHASE AND SALE

1.1 Property. SELLER agrees to sell and convey, and BUYER agrees to purchase and pay for the following interests:

- (a) a public utility easement interest in that certain tract or parcel of land containing 0.1282 acre (5586 square feet) of land, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, generally being a 20 ft. wide strip of land across the northwest boundary of Lot 1, Block 1 of the Barker Subdivision as described by plat recorded in Volume 5101, Page 182, of the Official Public Records of Brazos County, Texas; said 0.1282 acre (5586 square feet) tract of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes ("PROPERTY A"), and
- (b) a temporary construction easement interest in that certain tract or parcel of land containing 0.1280 acre (5574 square feet) of land, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, generally being a 20 ft. wide strip of land across the northwest portion of Lot 1, Block 1 of the Barker Subdivision as described by plat recorded in Volume 5101, Page 182, of the Official Public Records of Brazos County, Texas, contiguous with the southeast line of a proposed 20 ft. wide Public Utility Easement also surveyed through Lot 1 on this date; said 0.1280 acre (5574 square feet) tract of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT B** attached hereto and made a part hereof for all intents and purposes ("PROPERTY B"),

together with all and singular the rights and appurtenances pertaining to PROPERTY A and PROPERTY B, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys, rights-of-way, rights of ingress and egress, together with SELLER's interest in any improvements and fixtures situated on and attached to PROPERTY A and PROPERTY B, all of the foregoing including such real property, rights, improvements and appurtenances being herein

referred to as the "PROPERTY", for the consideration and subject to the terms, provisions, and conditions set forth herein.

This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Manager of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this Real Estate Contract.

1.2 Title Commitment. BUYER has requested UNIVERSITY TITLE COMPANY (the "Title Company") to furnish a Commitment for Title Insurance ("Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Real Estate Contract.

1.3 Title Review. BUYER shall have a period of fifteen (15) business days (the "Title Review Period") following the effective date of this Real Estate Contract or following the receipt of the Title Commitment and all copies of the instruments referred to in Schedules B and C, whichever occurs last, to make exceptions by notifying SELLER of BUYER's objection to any item shown on or referenced by those documents ("Title Reviewable Matters"). Any Title Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Title Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

- (a) waive such objections and accept such title as SELLER is able to convey; or
- (b) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

1.4 Survey. BUYER, at its expense, will provide a survey of PROPERTY A and PROPERTY B, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by PROPERTY A and PROPERTY B onto adjoining properties.

(a) **Survey Review Period.** BUYER shall have a period of fifteen (15) business days ("Survey Review Period") following the effective date of this Real Estate Contract or following the receipt of the Survey, whichever comes last, within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey ("Survey Reviewable Matter"). Any Survey Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

(i) waive such objections and accept such title as SELLER is able to convey;
or

(ii) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

(b) Survey Requirements. The survey drawing shall be addressed to and certified in favor of the BUYER and UNIVERSITY TITLE COMPANY. The field note description along with the survey plat or diagram of PROPERTY A and PROPERTY B as prepared by the surveyor shall be used in the respective conveyance documents.

1.5 Environmental Site Assessment. BUYER, at BUYER's expense, may obtain a Phase I Environmental Site Assessment to be performed on the PROPERTY not later than fifteen (15) days after the execution date of this Real Estate Contract. BUYER shall have a period of fifteen (15) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER, at its option, may elect to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides that opportunity, this Real Estate Contract shall be terminated and neither party will have any further liability.

BUYER and BUYER's representatives have SELLER's permission, at BUYER's risk and expense, to enter the PROPERTY at any reasonable time before closing to inspect the PROPERTY and conduct any and all investigations BUYER deems necessary, including surveys, environmental site assessments, and appraisals. No inspections, assessments, or surveys of the PROPERTY by BUYER shall be conducted in a manner which disturbs or interferes with SELLER use of the PROPERTY.

1.6 Taxes. When the conveyance of the PROPERTY is in fee simple, the parties agree that general real estate taxes on the PROPERTY for the then current year and all prior years, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at closing. For PROPERTY purchased in easement or right of way, pay any and all required property taxes for the current year if due and all prior years. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.7 Conveyance Documents. The sale of the PROPERTY shall be made by the following:

- (a) Public Utility Easement conveying PROPERTY A from SELLER to BUYER in the form prepared by BUYER as substantially set forth in **EXHIBIT C**; and

- (b) Temporary Construction Easement conveying PROPERTY B from SELLER to BUYER in the form prepared by BUYER as substantially set forth in **EXHIBIT D**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED THIRTEEN THOUSAND AND NO/100 DOLLARS (\$113,000.00). The purchase price shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform SELLER's obligations under this Contract.

(b) SELLER has no actual knowledge of any third parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession (excepting utility providers). Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated acquisition and use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(h) SELLER has no actual knowledge that the PROPERTY contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, a foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims, or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract, and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been obtained.

ARTICLE V CLOSING

5.1 The closing shall be held at UNIVERSITY TITLE COMPANY, within SIXTY (60) days from the full execution of this Real Estate Contract by BUYER and SELLER, or at such time and date as SELLER and BUYER may agree upon in writing ("Closing Date"). The City Manager for the BUYER is authorized to extend the time for closing if BUYER and SELLER agree to extend the time for closing.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Public Utility Easement and Temporary Construction Easement prepared by BUYER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection may be cured by SELLER on or prior to the closing as provided by Article I of this Real Estate Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER'S expense, a Title Policy insuring indefeasible title issued by UNIVERSITY TITLE COMPANY, in BUYER's favor in the full amount of the purchase price, insuring BUYER's easement interests in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay any and all required property taxes for the current year if due and all prior years.

(e) Pay any and all homeowner's or maintenance fees, if any, for all prior years and for the current year prorated up to the date of closing.

(f) Pay the costs to obtain, deliver and record any documents necessary to clear title associated with co-ownership, if any, required at closing.

(g) Pay the costs to obtain, deliver and record releases or partial releases of all liens, if any, to be released at closing.

(h) Pay the SELLER's attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the purchase price.

(b) Pay the escrow fees of the title company and costs of tax certificates.

(c) Pay the title insurance premium.

(d) Prepare, at its cost, the Public Utility Easement and Temporary Construction Easement document.

(e) Pay the costs to record releases or partial releases of all liens, if any, to be released at closing.

(f) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.

- (g) Pay the BUYER's expenses or attorney fees.
- (h) Pay the cost of the survey of the PROPERTY and pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (i) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.
- (j) Pay for any and all environmental assessments and other inspections, if any.

ARTICLE VI SPECIAL CONDITIONS

6.1 Upon completion of the Medical District Trunk Line Phase 3 Project, BUYER agrees to return the Public Utility Easement area to its condition at the time of project construction, or as close thereto as is reasonably possible.

ARTICLE VII BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Real Estate Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this Real Estate Contract;
- (b) Bring suit for damages against SELLER; and/or
- (c) Terminate this Real Estate Contract in writing and initiate condemnation proceedings.

ARTICLE VIII BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX MISCELLANEOUS

9.1 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice. Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company
c/o Samuel L. Marvel, Managing Member
4100 Rocky Briar Court
College Station, Texas 77845-1201
Email: luke.marvel@gmail.com
Telephone: 979-217-1162

BUYER: City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Facsimile: 979-764-3481

9.3 Texas Law to Apply. This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound. This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Real Estate Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision. In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded. This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence. Time is of the essence to this Real Estate Contract.

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

9.10 Multiple Counterparts. This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Real Estate Contract Execution. This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Manager of the City of College Station, Texas; such approval indicated by signature of BUYER's representative to this Real Estate Contract. Once this Real Estate Contract is executed by the SELLER, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by the City Manager.

FULLY EXECUTED on this the _____ day of _____, 2024.

SELLER:

SNOOPALUKE HOLDINGS, LLC,
a Texas limited liability company

BUYER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

BY: _____

SAMUEL L. MARVEL,
Managing Member

Date: _____

2/25/2024

BY: _____

JOHN P. NICHOLS, Mayor

Date: _____

BY: _____

BRITTANY J. MARVEL,
Managing Member

ATTEST:

TANYA SMITH, City Secretary

Date: _____

APPROVED:

BRYAN C. WOODS, City Manager
Date: _____

Assistant City Manager/CFO
Date: _____

City Attorney
Date: _____

Attached Exhibits:

EXHIBIT A – field note description and survey diagram of PROPERTY A – 0.1282 acre

EXHIBIT B – field note description and survey diagram of PROPERTY B – 0.1280 acre

EXHIBIT C – Public Utility Easement

EXHIBIT D – Temporary Construction Easement

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me, a Notary Public, on this 29th day of February, 2024, by SAMUEL L. MARVEL, Managing Member of SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company, on behalf of said SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company.



Shelby Kestler
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me, a Notary Public, on this 29th day of February, 2024, by BRITTANY J. MARVEL, Managing Member of SNOOPALUKE HOLDINGS, ELC, a Texas limited liability company, on behalf of said SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company.



Shelby Kestler
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2024, by JOHN P. NICHOLS, Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT A TO REAL ESTATE CONTRACT

BASELINE | DCCM

Proposed 20' Public Utility Easement
Lot 1, Block 1, Barker Subdivision
Robert Stevenson league A-54
College Station, Texas
April 2023

All of that certain tract or parcel of land lying and being situated in the Robert Stevenson league (abstract no. 54) in College Station, Brazos County, Texas, generally being a 20 ft. wide strip of land across the northwest boundary of Lot 1, Block 1 of the Barker Subdivision as described by plat recorded in volume 5101, pg. 182 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the north corner of said Barker Subdivision, also being the east corner of Cooper's Subdivision as described by plat recorded in volume 4708, page 230 of the Official Public Records of Brazos County, Texas, in a southwest line of that 46.60 acre tract described in the deed to the City of College Station recorded in volume 3310, page 321 of the Official Public Records of Brazos County, Texas, where a 3/8" iron rod was found (disturbed), a 1/2" iron rod found with a yellow plastic cap stamped "TX RPLS 1475" bears S 47° 42' 15" E – 372.6 feet, and City of College Station GPS control monument no. 131 bears N 77° 25' 59" W – 1320.9 feet;

Thence S 40° 23' 48" W – 279.62 feet, along the common boundary line between the said Barker and Cooper's subdivisions, to the southwest corner of this described easement tract in the northeast boundary of an existing 25 ft. wide Utility Easement tract described in volume 946, page 22 of the Official Records of Brazos County, Texas, from where a 3/8" iron rod found at the south common corner of the said subdivisions, in the northeast right-of-way boundary of State Highway no. 6, bears S 40° 23' 48" W – 25.00 feet;

Thence S 49° 25' 00" E – 20.00 feet, along the said northeast boundary of the existing 25' Utility Easement tract and continuing along the northeast boundary of that existing 25' Utility Easement tract described in volume 954, page 352 of the Official Records of Brazos County, Texas, to the southeast corner of this described easement tract;

Thence N 40° 23' 48" E – 279.02 feet, through said Lot 1 of the Barker Subdivision, parallel and 20.00 feet southeast of its common boundary with the said Cooper's Subdivision, to the northeast corner of this described easement tract in the said southwest line of the 46.60 acre tract;

Thence N 47° 42' 15" W – 20.01 feet, along the northeast line of said Lot 1 and southwest line of said 46.0 acre tract, to the Point of Beginning and containing 0.1282 acre (5586 sq.ft.) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83(CORS) datum, based on City of College Station GPS control monuments no. 131 and no. 138 (S 52° 46' 54" E).

See separate exhibit plat April 2023.



EXHIBIT A TO REAL ESTATE CONTRACT

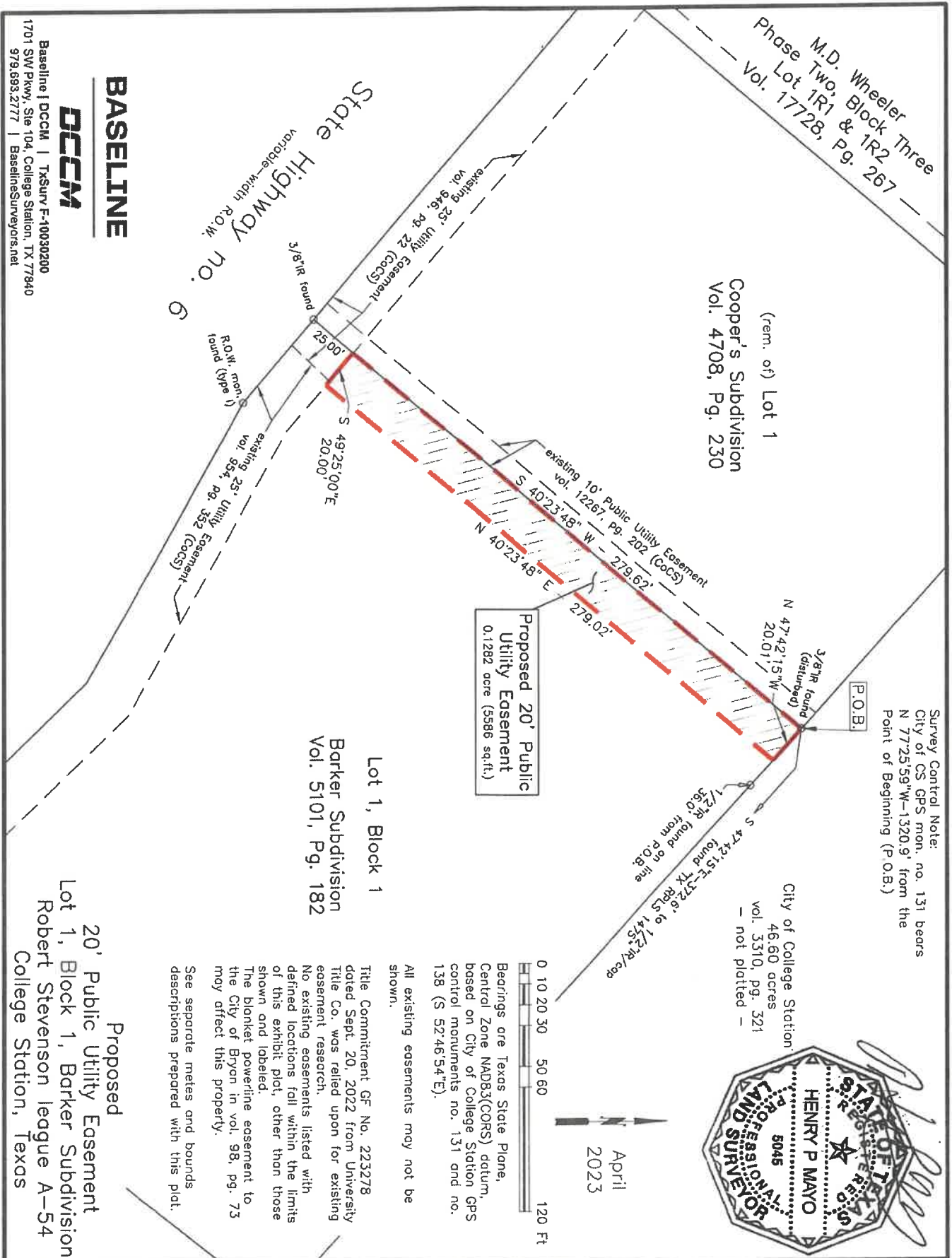


EXHIBIT B TO REAL ESTATE CONTRACT

BASELINE | DCCM

Proposed 20' Temporary Construction Easement
Lot 1, Block 1, Barker Subdivision
Robert Stevenson league A-54
College Station, Texas
April 2023

All of that certain tract or parcel of land lying and being situated in the Robert Stevenson league (abstract no. 54) in College Station, Brazos County, Texas, generally being a 20 ft. wide strip of land across the northwest portion of Lot 1, Block 1 of the Barker Subdivision as described by plat recorded in volume 5101, pg. 182 of the Official Public Records of Brazos County, Texas, contiguous with the southeast line of a proposed 20 ft. wide Public Utility Easement also surveyed through Lot 1 on this date, and being more particularly described as follows:

Commencing at the north corner of said Barker Subdivision, also being the east corner of Cooper's Subdivision as described by plat recorded in volume 4708, page 230 of the Official Public Records of Brazos County, Texas, in a southwest line of that 46.60 acre tract described in the deed to the City of College Station recorded in volume 3310, page 321 of the Official Public Records of Brazos County, Texas, where a 3/8" iron rod was found (disturbed), a 1/2" iron rod found with a yellow plastic cap stamped "TX RPLS 1475" bears S 47° 42' 15" E – 372.6 feet, and City of College Station GPS control monument no. 131 bears N 77° 25' 59" W – 1320.9 feet;

Thence S 47° 42' 15" E – 20.01 feet, along the northeast line of said Lot 1 and southwest line of said 46.60 acre tract, to the most northerly corner and **Point of Beginning** of this described easement tract;

Thence S 40° 23' 48" W – 279.02 feet, through said Lot 1, parallel and 20.00 feet southeast of the common boundary of the said Barker and Cooper's subdivisions, to the southwest corner of this described easement tract in the northeast boundary of an existing 25 ft. wide Utility Easement tract described in volume 954, page 352 of the Official Records of Brazos County, Texas;

Thence S 49° 25' 00" E – 20.00 feet, along the said northeast boundary of the existing 25' Utility Easement tract, to the southeast corner of this described easement tract;

Thence N 40° 23' 48" E – 278.42 feet, through said Lot 1 of the Barker Subdivision, parallel and 40.00 feet southeast of its common boundary with the said Cooper's Subdivision, to the northeast corner of this described easement tract in the said southwest line of the 46.60 acre tract;

Thence N 47° 42' 15" W – 20.01 feet, along the northeast line of said Lot 1 and southwest line of said 46.60 acre tract, to the Point of Beginning and containing 0.1280 acre (5574 sq.ft.) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83(CORS) datum, based on City of College Station GPS control monuments no. 131 and no. 138 (S 52° 46' 54" E).

See separate exhibit plat April 2023.



Survey Control Note:
City of CS GPS mon. no. 131 bears
N 77°25'59"W-1320.9' from the
Point of Commencement (P.O.C.)

M.D. Wheeler
Block Three
Lot 1R1 & 1R2
Pg. 267
Vol. 17728,

(rem. of) Lot 1
Cooper's Subdivision
Vol. 4708, Pg. 230

Proposed 20' Temporary Construction Easement
0.1280 acre (5574 sq.ft.)

Lot 1, Block 1
Barker Subdivision
Vol. 5101, Pg. 182

State Highway no. 6

existing 25' Utility Easement
vol. 946, pg. 22 (CocS)

existing 10' Public Utility Easement
vol. 12267, pg. 202 (CocS)

existing 25' Utility Easement
vol. 954, pg. 332 (CocS)

City of College Station
46.60 acres
vol. 3310, pg. 321
— not platted —

PROFESSIONAL LAND SURVEYOR
HENRY P MAYO
5045
APRIL 2023

BASELINE
DCCM
Baseline | DCCM | Txsurv-F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveyors.net

20' Temporary Construction Easement
Lot 1, Block 1, Barker Subdivision
Robert Stevenson league A-54
College Station, Texas

Title Commitment GF No. 223278 dated Sept. 20, 2022 from University Title Co. was relied upon for existing easement research.
No existing easements listed with defined locations fall within the limits of this exhibit plot, other than those shown and labeled.
The blanket powerline easement to the City of Bryan in vol. 98, pg. 73 may affect this property.
See separate mates and bounds descriptions prepared with this plat.

All existing easements may not be shown.

Bearings are Texas State Plane,
Central Zone NAD83(CORS) datum,
based on City of College Station GPS control monuments no. 131 and no. 138 (S 52°46'54"E).

April 2023

0 10 20 30 50 60 120 Ft

EXHIBIT C TO REAL ESTATE CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY EASEMENT

DATE: _____, 2024

GRANTOR: SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: 4100 Rocky Briar Court
(including County) Brazos County
College Station, Texas 77845-1201

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: P. O. Box 9960
(including County) Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

All that certain tract or parcel of land containing 0.1282 acre (5586 square feet) of land, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, generally being a 20 ft. wide strip of land across the northwest boundary of Lot 1, Block 1 of the Barker Subdivision as described by plat recorded in Volume 5101, Page 182, of the Official Public Records of Brazos County, Texas; said 0.1282 acre (5586 square feet) tract of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

EXHIBIT C TO REAL ESTATE CONTRACT

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached **EXHIBIT A** known as the "Easement Area", and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communications lines;
Drainage ditches, drainage pipes and all other
drainage structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the Easement Area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE.

GRANTOR hereby expressly acknowledges that it is the owner of this property.

GRANTOR covenants for itself, his or her personal representatives, executors, and/or successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement Area, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use by GRANTEE of the Easement Area for the purposes set forth herein. Notwithstanding the foregoing, GRANTOR shall have the right to use the Easement Area for driveways, parking lots and landscaping.

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of GRANTEE, if any.

RESERVATIONS AND RESTRICTIONS:

1. Right of Way Easement dated May 7, 1937, from Mrs. J. M. Higgins (Mrs. Sarah Higgins) to The City of Bryan, Texas, recorded in Volume 98, Page 73, of the Deed Records of Brazos County, Texas.
2. Mineral reservation set out in Warranty Deed dated September 17, 1993, from Clara B. Winder, Mildred W. Allison, and Marion W. Creagor,

EXHIBIT C TO REAL ESTATE CONTRACT

Individually and as Independent Executrix of the Estate of Marjorie Pearl Sisco, Deceased, a/k/a Margie W. Sisco to James Michael Creagor, recorded in Volume 1911, Page 174, Official Records of Brazos County, Texas.

3. Oil, Gas and Mineral Lease dated November 1, 1978, from M. A. Worsham to Jordan Engineering, Inc., recorded in Volume 33, Page 802, Oil & Gas Lease Records of Brazos County, Texas.
4. Oil, Gas and Mineral Lease dated October 7, 1992, from Mildred Allison to Sage Energy Company, recorded in Volume 1641, Page 71, of the Official Records of Brazos County, Texas.
5. Oil, Gas and Mineral Lease dated October 7, 1992, from Marion Creagor, Individually and as Independent Executrix of the Estate of Marjorie Sisco, Deceased to Sage Energy Company, recorded in Volume 1641, Page 75, of the Official Records of Brazos County, Texas.
6. Oil, Gas and Mineral Lease dated October 7, 1992, from Clara Winder to Sage Energy Company, recorded in Volume 1641, Page 188, of the Official Records of Brazos County, Texas.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind themselves, their heirs, successors and assigns to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

SNOOPALUKE HOLDINGS, LLC,
a Texas limited liability company

BY: _____
SAMUEL L. MARVEL, Managing Member

BY: _____
BRITTANY J. MARVEL, Managing
Member

EXHIBIT C TO REAL ESTATE CONTRACT

**APPROVED AS TO FORM.
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL**

City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me, a Notary Public, on this _____ day of _____, 2024, by SAMUEL L. MARVEL, Managing Member of SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company, on behalf of said SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me, a Notary Public, on this _____ day of _____, 2024, by BRITTANY J. MARVEL, Managing Member of SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company, on behalf of said SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:
City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT C TO REAL ESTATE CONTRACT

EXHIBIT A BASELINE | DCCM

Proposed 20' Public Utility Easement
Lot 1, Block 1, Barker Subdivision
Robert Stevenson league A-54
College Station, Texas
April 2023

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Thence S 40° 23' 48" W – 279.62 feet, along the common boundary line between the said Barker and Cooper's subdivisions, to the southwest corner of this described easement tract in the northeast boundary of an existing 25 ft. wide Utility Easement tract described in volume 946, page 22 of the Official Records of Brazos County, Texas, from where a 3/8" iron rod found at the south common corner of the said subdivisions, in the northeast right-of-way boundary of State Highway no. 6, bears S 40° 23' 48" W – 25.00 feet;

Thence S 49° 25' 00" E – 20.00 feet, along the said northeast boundary of the existing 25' Utility Easement tract and continuing along the northeast boundary of that existing 25' Utility Easement tract described in volume 954, page 352 of the Official Records of Brazos County, Texas, to the southeast corner of this described easement tract;

Thence N 40° 23' 48" E – 279.02 feet, through said Lot 1 of the Barker Subdivision, parallel and 20.00 feet southeast of its common boundary with the said Cooper's Subdivision, to the northeast corner of this described easement tract in the said southwest line of the 46.60 acre tract;

Thence N 47° 42' 15" W – 20.01 feet, along the northeast line of said Lot 1 and southwest line of said 46.0 acre tract, to the Point of Beginning and containing 0.1282 acre (5586 sq.ft.) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83(CORS) datum, based on City of College Station GPS control monuments no. 131 and no. 138 (S 52° 46' 54" E).

See separate exhibit plat April 2023.



EXHIBIT A

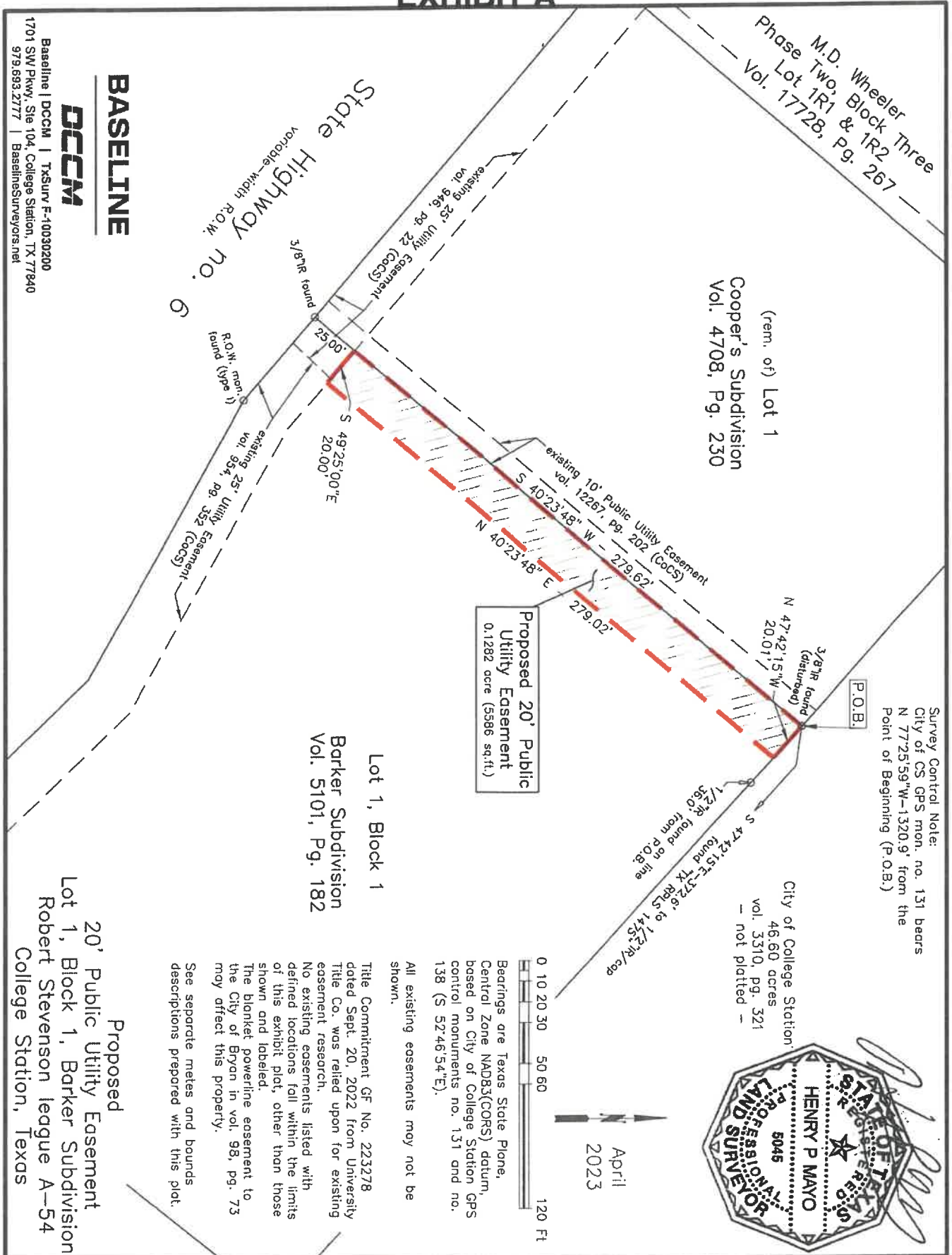


EXHIBIT D TO REAL ESTATE CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT

DATE: _____, 2024

GRANTOR: SNOOPALUKE HOLDINGS, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: 4100 Rocky Briar Court
(including County) Brazos County
College Station, Texas 77845-1201

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: P. O. Box 9960
(including County) Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

All that certain tract or parcel of land containing 0.1280 acre (5574 square feet) of land, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, generally being a 20 ft. wide strip of land across the northwest portion of Lot 1, Block 1 of the Barker Subdivision as described by plat recorded in Volume 5101, Page 182, of the Official Public Records of Brazos County, Texas, contiguous with the southeast line of a proposed 20 ft. wide Public Utility Easement also surveyed through Lot 1 on this date; said 0.1280 acre (5574 square feet) tract of land being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

EXHIBIT D TO REAL ESTATE CONTRACT

GRANTOR grants to GRANTEE a temporary construction easement only as to the above-described Property more particularly described by metes and bounds on the attached **EXHIBIT A** known as the "Temporary Construction Easement Area", which area is necessary for the construction of various improvements and utilities in connection with the City of College Station MEDICAL DISTRICT TRUNK LINE PHASE 3 Project.

It is understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE.

It is further understood and agreed that this Temporary Construction Easement shall exist from the date construction begins on this project until completion of the project.

GRANTEE expressly agrees to return the Temporary Construction Easement Area to its original condition, or as close thereto as is reasonably possible.

It is expressly understood that the GRANTOR or future Owners of this property reserve the right to use this Temporary Construction Easement Area during the construction phase for all purposes which do not interfere with or prevent its use by the GRANTEE.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agrees to lenders' subordinations on behalf of GRANTEE, if any. GRANTORS will provide GRANTEE with the names and addresses of all lenders, if any.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind themselves, their heirs, successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

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a Texas limited liability company

BY: _____
SAMUEL L. MARVEL, Managing Member

BY: _____
BRITTANY J. MARVEL, Managing
Member

EXHIBIT D TO REAL ESTATE CONTRACT

**APPROVED AS TO FORM.
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BE CHANGED WITHOUT
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City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:
City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT D TO REAL ESTATE CONTRACT

EXHIBIT A

BASELINE | DCCM

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April 2023

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Thence S 47° 42' 15" E – 20.01 feet, along the northeast line of said Lot 1 and southwest line of said 46.60 acre tract, to the most northerly corner and **Point of Beginning** of this described easement tract;

Thence S 40° 23' 48" W – 279.02 feet, through said Lot 1, parallel and 20.00 feet southeast of the common boundary of the said Barker and Cooper's subdivisions, to the southwest corner of this described easement tract in the northeast boundary of an existing 25 ft. wide Utility Easement tract described in volume 954, page 352 of the Official Records of Brazos County, Texas;

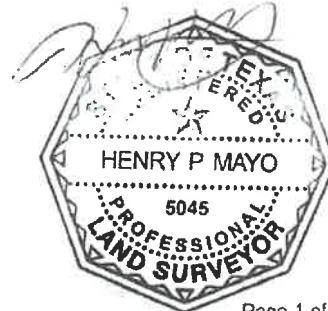
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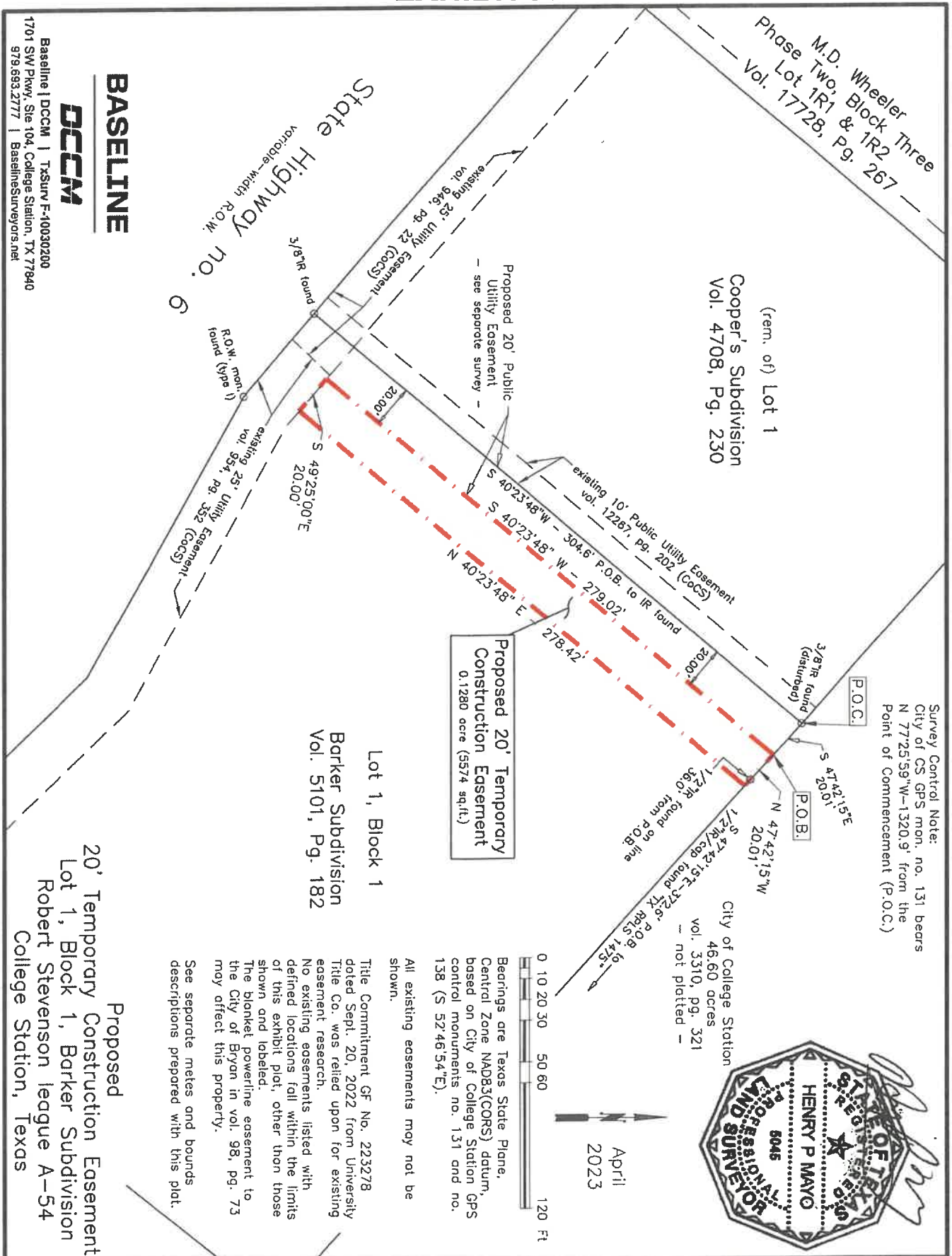
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See separate exhibit plat April 2023.



Page 65 of 337



March 28, 2024

Item No. 7.4.

Rock Prairie Management District No. 2 Road Bonds Consent Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution consenting to the Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2024, not to exceed \$1,600,000.

Relationship to Strategic Goals:

Diverse and Growing Economy

Improving Mobility

Sustainable City

Recommendation(s): City staff recommends adoption of the Resolution.

Summary: On July 9, 2015, the City Council passed Resolution No. 07-09-15-02 consenting to the creation of Rock Prairie Management District No. 2. On February 17, 2015, the City Council approved a Utility and Road Agreement between the City and the District which authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner as permitted or provided by federal laws, the general laws of the State of Texas, and the above-referenced consent resolution. In order for the bond issuance to proceed, the District's bond order (authorizing resolution) authorizing the issuance of the bonds must be approved by the City Council to the extent the resolution is in compliance with the above-referenced consent resolution.

The District's representatives met with the City Manager's Office and City Attorney's Office on March 6, 2024, to discuss the bond order, Notice of Sale, Preliminary Official Statement, and other information in preparation for this item. District representatives will be available at the council meeting to answer any questions.

Budget & Financial Summary: There is no current financial impact to the City for issuance of the bonds. Repayment is by those residents and businesses located within Rock Prairie Management District No. 2.

All roadways are designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

Attachments:

1. Rock Prairie MD 2024 Road Bonds Consent Resolution
2. Bond Order - Series 2024 Unlimited Tax Road Bonds (RPMD 2)
3. Rock Prairie MD 2, 2024 Bonds Cash Flow
4. Rock Prairie MD 2, 2024 Draft Road NOS
5. Rock Prairie MD 2, 2024 Draft Road POS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONSENT TO ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS, SERIES 2024, IN AN AMOUNT NOT TO EXCEED \$1,600,000.

WHEREAS, the City of College Station, Texas (the "City") consented to the creation of Rock Prairie Management District No. 2 (the "District") on July 9, 2015, through Resolution No. 07-09-15-02, as amended (the "Consent Resolution"); and

WHEREAS, on February 17, 2015, the City Council of the City approved a Utility and Road Agreement between the City and the District (the "Utility Agreement") which authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner as permitted or provided by federal law, the general laws of the State of Texas, and the Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the District's Board of Directors be approved by the City Council to the extent such resolution is in compliance with the Consent Resolution; and

WHEREAS, the District has requested the City's consent to the District's sale and issuance of Unlimited Tax Road Bonds, Series 2024, in an amount not to exceed \$1,600,000 (the "Bonds"); and

WHEREAS, the City Council has reviewed the District's request for consent to the sale and issuance of the Bonds and the certifications and documentation submitted by the District in support thereof, and has determined that the sale and issuance of the Bonds by the District complies with the terms of the Utility Agreement and Consent Resolution;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION THAT:

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Council officially finds, determines, recites and declares that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 3. The City Council hereby consents to the sale and issuance of Unlimited Tax Road Bonds, Series 2024, in an amount not to exceed \$1,600,000, and the authorizing resolution of the District's Board of Directors.

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

PASSED AND APPROVED by this the ____ day of _____, 2024.

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

ORDER AUTHORIZING THE ISSUANCE OF
\$1,600,000 UNLIMITED TAX ROAD BONDS, SERIES 2024

BE IT ORDERED BY THE BOARD OF DIRECTORS OF ROCK PRAIRIE
MANAGEMENT DISTRICT NO. 2:

ARTICLE ONE

STATUTORY AUTHORITY, RECITALS AND FINDINGS

SECTION 1.01: AUTHORITY FOR THE DISTRICT. Rock Prairie Management District No. 2 (the "District"), was organized, created and established as a conservation and reclamation district and political subdivision of the State of Texas by an Act of the 83rd Texas Legislature effective June 14, 2013 (the "Act"), codified as Chapter 3909, Texas Special District Local Laws Code, pursuant to the provisions of Article III, Sections 52 and 52-1, and Article XVI, Section 59, of the Constitution of Texas, and operates under and is governed by the provisions of the Act, Chapter 49, V.T.C.A. Water Code, and Chapter 375, V.T.C.A. Local Government Code.

SECTION 1.02: PURPOSES OF THE DISTRICT. The District was created and operates by and pursuant to the Act for the following purposes:

- (a) the control, storage, preservation and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power, and all other useful purposes;
- (b) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (c) the reclamation and drainage of its overflowed land and other land needing drainage;
- (d) the conservation and development of its forests, water, and hydroelectric power;
- (e) the navigation of its inland and coastal water;
- (f) the control, abatement, and change of any shortage or harmful excess of water;
- (g) the protection, preservation and restoration of the purity and sanitary condition of water within the state;
- (h) the preservation of all natural resources of the state;
- (i) developing and diversifying the economy of this state;
- (j) eliminating unemployment and underemployment; and

- (k) developing or expanding transportation and commerce.

SECTION 1.03: POWERS OF THE DISTRICT. The District is authorized by the Act to:

- (a) purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all land, works, improvements, facilities, plants, equipment and appliances necessary to accomplish the purposes of its creation, including all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to:
 - (i) supply water for municipal uses, domestic uses, power and commercial purposes and all other beneficial uses or controls;
 - (ii) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
 - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) irrigate the land in the District;
 - (v) alter land elevation in the District where it is needed;
 - (vi) navigate coastal and inland waters of the District;
- (b) finance, develop and maintain recreational facilities for the people of the District, if and as allowed by applicable law;
- (c) design, acquire, construct, improve, finance and issue bonds, notes or other obligations for roads, under the authority of Article III, Section 52, Texas Constitution and the Act; and
- (d) provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under the Act or Chapter 375, Local Government Code.

SECTION 1.04: AUTHORITY OF THIS ORDER. The District is authorized by the Act and Article III, Section 52, of the Texas Constitution, to design, acquire, construct, finance, issue bonds for, and convey to this state, a county, or a municipality for operation and maintenance, a road or any improvement thereto, which meets the criteria of a county in whose jurisdiction the proposed road project is located or the criteria of a municipality in whose corporate limits or extraterritorial jurisdiction the proposed road project is located, if the municipality or county that will operate and maintain the road has approved the plans and specifications of the road project or if the Texas Transportation Commission has approved the plans and specifications of the road project, if the state is to operate and maintain the road, and to provide for the payment of the

principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District. Said bonds are authorized by the Act and by V.T.C.A. Government Code, §1201.001 *et seq.*, as amended, to be issued in various series or issues, with or without interest coupons, in any denomination, payable at such time or times, in such amount or amounts or installments, at such place or places, in such form, under such terms, conditions, and details, in such manner, redeemable prior to maturity at any time or times, bearing no interest, or bearing interest at any rate or rates (either fixed, variable, floating, adjustable, or otherwise), all as determined by the Board of Directors of the District, and the Board of Directors finds that issuance of said bonds in multiple series or issues over an extended period of time is in the best interests of the District in order to ensure the continuing and orderly development of the District on terms and conditions which are feasible and practical.

SECTION 1.05: FINDINGS. It is hereby found, determined and declared that:

- (a) the matters and facts set out in this Article One are true and correct;
- (b) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$71,400,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system, and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property, and regional, regulatory or joint use participation rights or contract rights needed therefor and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (c) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$106,600,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (d) at an election held within and for the District on November 3, 2015, the District was authorized to issue refunding bonds in the maximum aggregate principal amount of \$178,000,000 to provide for the refunding by any lawful means of all or any portion of the Outstanding Bonds (hereinafter defined), the Bonds (hereinafter defined), Additional Bonds (hereinafter defined), or refunding bonds payable in whole or in part from taxes;

- (e) the election described in paragraphs (b) through (d) hereof was called and held under and in strict conformity with the Constitution and laws of the State of Texas and of the United States of America, and the Board of Directors of the District has heretofore officially declared the results of said election and declared that the District was legally created and authorized to issue the bonds described in paragraphs (b) through (d) above, provided that City of College Station consent will be required prior to the issuance of bonds;
- (f) pursuant to the authority of the election held November 3, 2015, as described in paragraph (c) above, the District has heretofore issued its \$2,500,000 Unlimited Tax Road Bonds, Series 2021, dated as of April 1, 2021 (the "Series 2021 Road Bonds"), \$2,500,000 Unlimited Tax Road Bonds, Series 2022, dated as of October 1, 2022 (the "Series 2022 Road Bonds"), and \$1,750,000 Unlimited Tax Road Bonds, Series 2023, dated as of June 1, 2023 ("the "Series 2023 Road Bonds") to finance the acquisition and construction of road improvements to serve land within the District and, as of the date hereof, there remains outstanding and unpaid \$2,370,000 in aggregate principal amount of the Series 2021 Road Bonds, \$2,500,000 in aggregate principal amount of the Series 2022 Road Bonds, and \$1,750,000 in aggregate principal amount of the Series 2023 Road Bonds (collectively, the "Outstanding Bonds");
- (g) the \$1,600,000 bonds authorized by this Order should be issued pursuant to the authority of the election held on November 3, 2015 as described in paragraph (c) above for the acquisition and/or construction of road facilities to serve land within the District, and to pay certain other costs and expenses relating to the issuance of the Bonds;
- (h) the District has been authorized to levy taxes in payment of the Bonds, and the taxes to be levied and collected will be sufficient to pay the principal of the Bonds herein authorized as it becomes due and the interest thereon as it accrues and becomes payable; and
- (i) the Board of Directors reserves the right to issue the remaining \$71,400,000 unissued bonds which were authorized at the election described in paragraph (b) hereof, the remaining \$98,250,000 unissued bonds which were authorized at the election described in paragraph (c) hereof, and the remaining \$178,000,000 unissued bonds which were authorized at the election described in paragraph (d) hereof, in one or more series, at a future date or dates when, in the judgment of the Board of Directors, such amounts are required for authorized purposes.

(End of Article One)

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01: DEFINITIONS. The following definitions, together with any supplemental definitions contained herein or in any exhibit hereto, shall apply with equal force herein and in any amendment or supplement hereto, and the scope and meaning of terms used in Exhibit "A", Exhibit "B", and Exhibit "C" hereto, whether or not defined therein, shall be determined by reference to this Article.

Act.

The term "Act" is defined in Section 1.01 hereof.

Additional Bonds.

The term "Additional Bonds" shall mean any additional bonds, including bonds payable in whole or in part from taxes, revenue bonds, contract revenue bonds, special project revenue bonds, refunding bonds and other bonds which the Board of Directors expressly reserves the right to issue in Article Nine of this Order.

Authorized Investments.

The term "Authorized Investments" shall mean all instruments which are authorized under the District's policies for investment of funds of the District adopted by the Board of Directors of the District from time to time, but in any event, all such instruments shall be authorized under the laws of the State of Texas for investment of funds of municipal utility districts.

Board of Directors.

The term "Board of Directors" shall mean the governing body of the District, as now or hereafter constituted.

Bond Counsel.

The term "Bond Counsel" shall mean the law firm of Schwartz, Page & Harding, L.L.P., Houston, Texas.

Bond Fund.

The term "Bond Fund" shall mean the District's debt service fund created and established and confirmed pursuant to the Prior Bond Orders.

Bond Fund Road Bond Account.

The term "Bond Fund Road Bond Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Bonds.

The term "Bond" or "Bonds" shall mean any Bond or Bonds, as the case may be, of the issue of \$1,600,000 Unlimited Tax Road Bonds, Series 2024, initially dated as of May 1, 2024, and authorized, issued and delivered pursuant to this Order.

Business Day.

The term "Business Day" or "Business Days" shall mean any calendar day or days which fall on Monday through Friday, but shall not include any such day which is designated as an official state or national holiday or a day on which financial institutions where the Paying Agent is located are authorized or required by state or national law or by executive order to close.

Construction Fund.

The term "Construction Fund" shall mean the District's construction fund created and established pursuant to the Prior Bond Orders.

Delivery Date.

The term "Delivery Date" shall mean, with respect to any one or more of the Bonds, the date of delivery of such Bond(s) to the Initial Purchaser thereof, as printed, stamped, or typed on the Initial Bonds.

DTC.

The term "DTC" means the Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC holds securities to facilitate the clearance and settlement of securities transactions among such DTC Participants.

District.

The term "District" is defined in Article One hereof and shall mean and include any successors and assigns of the District and, where appropriate, shall refer to the Board of Directors of the District.

Fiscal Year.

The term "Fiscal Year" shall mean the annual period from June 1 through May 31, or such other period as may hereafter be established by resolution of the Board of Directors of the District.

Holder.

The term "Holder" or "Holders" shall mean, when used with respect to any Bond, the Person or Persons in whose name such Bond is registered on the Register.

Initial Bonds.

The term "Initial Bond" or "Initial Bonds" shall mean any one or more of the Bonds authorized, issued and initially delivered hereunder upon which the manually executed certificate of registration of the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized deputy, substantially in the form prescribed in Section 5.03 hereof, has been placed.

Initial Date.

The term "Initial Date" shall mean May 1, 2024.

Initial Purchaser.

The term "Initial Purchaser" shall mean the Person or Persons to whom the Bonds are to be sold and delivered, as provided in Section 13.01 hereof.

Interest Payment Date.

The term "Interest Payment Date" shall mean the date on which interest on any then outstanding Bond is due and payable, as provided in Section 3.04 hereof.

Letter of Representation.

The term "Letter of Representation" shall mean the Blanket Issuer Letter of Representations between the District and DTC, as same may be amended or supplemented from time to time.

Maturity Date.

The term "Maturity Date" shall mean any date on which the principal of any then outstanding Bond is due and payable, as provided in Section 3.03 hereof.

Net Proceeds.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Net Proceeds" shall mean all proceeds received by the District from the sale of the Bonds, except those proceeds deposited into the Bond Fund Road Bond Account pursuant to the provisions of Section 7.04 hereof.

Order.

The term "Order" shall mean this Order and all amendments or supplements hereto.

Outstanding Bonds.

The term "Outstanding Bonds" is defined in Section 1.05 hereof.

Paying Agent.

The term "Paying Agent" shall mean the Person selected and maintained from time to time by the District for the purpose of making payment on behalf of the District of the principal of and the interest on the Bonds, as provided in Section 12.06 of this Order.

Person.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Predecessor Bonds.

The term "Predecessor Bonds" shall mean, with respect to any particular Bond, every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond, and, for the purposes of this definition, any Bond registered and delivered pursuant to Section 3.10 hereof shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond in lieu of which such Bond was delivered.

Prior Bond Orders.

The term "Prior Bond Orders" shall mean the orders of the Board of Directors of the District authorizing the issuance of the Series 2021 Road Bonds, Series 2022 Road Bonds, and Series 2023 Road Bonds, and amendments and supplements thereto, if any.

Record Date.

The term "Record Date" shall mean, with respect to an Interest Payment Date of March 1, the preceding February 15, and with respect to an Interest Payment Date of September 1, the preceding August 15, whether or not such dates are Business Days.

Redemption Date.

The term "Redemption Date" shall mean, when used with respect to any Bond to be redeemed prior to its Maturity Date, the date fixed for redemption of such Bond pursuant to the terms of this Order.

Register.

The term "Register" shall mean the registry books maintained on behalf of the District by a Registrar designated by the District for such purpose in which are maintained the names and addresses of Holders and the principal amounts of the Bonds registered in the name of each Holder.

Registrar.

The term "Registrar" shall mean the trust or banking corporation or association designated and acting in such capacity from time to time, as provided in Section 12.05 of this Order.

Road Bonds.

The term "Road Bonds" shall mean any Outstanding Bonds or Additional Bonds issued for the purpose of financing road facilities pursuant to the Act and Article III, Section 52, of the Texas Constitution.

Road Construction Fund Account.

The term "Road Construction Fund Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Road System.

The term "Road System" shall mean a system of road facilities or facilities in aid thereof to serve the District, including, but not limited to, all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, now owned or hereafter purchased, constructed or otherwise acquired, and all extensions and replacements thereof and improvements thereto whensoever made.

Serial Bonds.

The term "Serial Bond" or "Serial Bonds" shall mean any one or more as the case may be of the Bonds issued hereunder as serial bonds, which have Maturity Dates in the years ____ through ____, inclusive, and which are not subject to mandatory redemption pursuant to Section 4.01 hereof.

Series 2021 Road Bonds.

The term "Series 2021 Road Bonds" is defined in Section 1.05 hereof.

Series 2022 Road Bonds.

The term "Series 2022 Road Bonds" is defined in Section 1.05 hereof.

Series 2023 Road Bonds.

The term "Series 2023 Road Bonds" is defined in Section 1.05 hereof.

Term Bonds.

The term "Term Bond" or "Term Bonds" shall mean one or more, as the case may be, of the Bonds issued hereunder as term bonds which have a Maturity Date in the years ____, ____, and ____, and which are subject to mandatory redemption pursuant to Section 4.01 hereof.

SECTION 2.02: INTERPRETATIONS; TIME OF PERFORMANCE. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof. Unless a time period specified for performance of any action under this Order is specified to be a Business Day or Business Days, such performance time period means the number of calendar days for such performance to be accomplished.

(End of Article Two)

ARTICLE THREE

AUTHORIZATION, DESCRIPTION AND EXECUTION OF BONDS

SECTION 3.01: AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds of the District, to be known and designated as "Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2024", shall be issued in the aggregate principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, all under and in strict conformity with the Constitution and laws of the State of Texas, including, particularly, Section 52 of Article III of the Constitution of Texas and the Act.

SECTION 3.02: FORM, INITIAL DATE, DELIVERY DATE, NUMBERS AND DENOMINATIONS. The Initial Bonds shall be issued and delivered in fully registered form, without interest coupons, and shall be dated as of the Initial Date. Each Initial Bond submitted for approval, registration and delivery in accordance with Section 3.07 hereof shall be numbered "IR-", followed by the last two digits of the year of the Maturity Date of such Initial Bond, and shall be completed with the Delivery Date. Each Bond registered and delivered subsequent to the Initial Bonds shall be dated as of the Initial Date and shall include thereon the Delivery Date. Each such Bond shall be numbered consecutively, in succession, beginning with the numeral "1", which shall be preceded by the prefix "R", and shall be in denominations of \$5,000, or any integral multiple thereof.

SECTION 3.03: INTEREST RATES AND MATURITY DATES. The Bonds shall include both Serial Bonds and Term Bonds, as provided below.

- (a) Bonds in the aggregate principal amount of \$_____ shall be issued as Serial Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to prior redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$ _____	2026	_____%
\$ _____	2027	_____%
\$ _____	2028	_____%
\$ _____	2029	_____%
\$ _____	2030	_____%
\$ _____	2031	_____%
\$ _____	2032	_____%

\$ _____	2033	_____ %
\$ _____	2034	_____ %
\$ _____	2035	_____ %
\$ _____	2036	_____ %
\$ _____	2037	_____ %
\$ _____	2038	_____ %
\$ _____	2039	_____ %
\$ _____	2040	_____ %
\$ _____	2041	_____ %
\$ _____	2042	_____ %
\$ _____	2043	_____ %
\$ _____	2044	_____ %
\$ _____	2045	_____ %
\$ _____	2046	_____ %
\$ _____	2047	_____ %
\$ _____	2048	_____ %
\$ _____	2049	_____ %
\$ _____	2050	_____ %

- (b) Bonds in the aggregate principal amount of \$_____ shall be issued as Term Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to mandatory and optional redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %

SECTION 3.04: DATES AND MANNER OF PAYMENT OF INTEREST. Interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year, commencing on March 1, 2025, until payment of the principal thereof has been made or duly provided for. The amount of interest on the Bonds payable on each Interest Payment Date, Maturity Date or Redemption Date shall be computed on the basis of a 360-day year of twelve 30-day months. Not later than ten (10) days before each Interest Payment Date, Maturity Date or Redemption Date, the Paying Agent shall compute the amount of interest to be due and payable on such date and shall send to the District notice of the amount so computed to be due and payable on such date.

The payments of interest on the Bonds shall be payable, at the option of the District, by check mailed by the Paying Agent to the Holder, at the address shown on the Register, or by such other customary banking arrangements as may be acceptable to the Paying Agent and the Holder, at the risk and expense of such Holder. The interest so payable on any Interest Payment Date will be paid to the Person in whose name each Bond (or one or more Predecessor Bonds evidencing the same obligation) is registered at the close of business on the Record Date for such Interest Payment Date. Each Bond delivered pursuant to the terms of this Order upon transfer or in exchange for or in lieu of any Predecessor Bond shall carry all the rights to interest, both accrued and unpaid, and to accrue, which were carried by such Predecessor Bond, and each such Bond shall bear or accrue interest as specified herein so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.05: MEDIUM AND PLACE OF PAYMENT AT MATURITY OR REDEMPTION. The principal of the Bonds payable at any Maturity Date or Redemption Date, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on such dates of payment is legal tender for the payment of debts due the United States of America, upon the presentation and surrender of such Bonds, as they become due or at their earlier Redemption Date, at the designated office of the Paying Agent.

SECTION 3.06: EXECUTION. The Bonds shall be signed on behalf of the District by the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District, and the District's seal shall be placed or impressed thereon. Such signatures may be manually executed or placed in facsimile on the Bonds, and the District's seal may be manually impressed or printed or otherwise mechanically reproduced in facsimile on the Bonds. In case any official of the District who shall have signed any of the Bonds, either manually or by facsimile signature, shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Registrar, or disposed of by the District, such Bonds, nevertheless, may be authenticated and delivered or disposed of as though the Person who signed such Bonds had not ceased to be such officer of the District, and any Bond may be signed on behalf of the District by such Person as, at the actual time of execution of such Bond, shall be a proper officer of the District, although at the date of such Bond or of the adoption of this Order, such Person was not such officer. Minor typographical and other minor errors in the text of any Bond or minor defects in the seal or facsimile signature on any Bond shall not affect the validity or enforceability of such Bond, if same has been duly authenticated by the Registrar or registered by the Comptroller of Public Accounts of the State of Texas, as required herein.

SECTION 3.07: APPROVAL, REGISTRATION AND DELIVERY. The Initial Bonds shall consist of one Bond for each year of maturity specified in Section 3.03 hereof, representing the entire principal amount of the Bonds scheduled to mature in each of such years of maturity, and shall be made payable to the Initial Purchaser, or its designee. The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and representatives of the District's Bond Counsel are each hereby authorized and directed to submit the Initial Bonds and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of

the Initial Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on each Initial Bond. After the Initial Bonds have been registered and signed by the Comptroller, they shall be delivered to the Registrar, completed with the Delivery Date and registered on the Register in the name of Cede & Co., as nominee of DTC, and thereafter shall be delivered to the Initial Purchaser or its designee, but only upon receipt of the full purchase price therefor.

At any time after delivery of the Initial Bonds, the Holder may, subject to the requirements of and in accordance with the procedures prescribed in Section 3.09 hereof, surrender any Bonds to the Registrar for transfer or exchange, accompanied by instructions specifying the name(s) and address(es) of the Person(s) to whom such Bonds are to be transferred and the principal amount(s) of the Bond(s) to be authenticated and delivered in exchange therefor, and the Registrar shall thereupon, within not more than three (3) Business Days, authenticate and register Bonds conforming to such instructions and the provisions of this Order.

No Initial Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Initial Bond a certificate of registration substantially in the form provided in Section 5.03 hereof, duly executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized deputy, by manual signature; nor shall any Bond authenticated and delivered subsequent to the Initial Bonds be so entitled or be valid or obligatory, unless there appears on such Bond a Certificate of Registrar substantially in the form provided in Section 5.02 hereof, duly executed by an authorized officer or employee of the Registrar, by manual signature. Such Certificate of Registrar upon any Bond authenticated and delivered subsequent to the Initial Bonds shall be conclusive evidence that such Bond has been so certified or registered and delivered.

SECTION 3.08: OWNERSHIP OF BONDS. The District, the Paying Agent, the Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District, the Paying Agent, nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the Person deemed to be the owner of any Bond in accordance with this Section 3.08 shall be valid and effective for all purposes and shall discharge the liability of the District, the Paying Agent and the Registrar to the extent of the sums paid.

SECTION 3.09: REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep and maintain at its designated office a Register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration, transfer and exchange of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office designated by the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative. Within three (3) Business Days following due presentation for registration of the transfer of any Bond, the District shall

cause to be executed and the Registrar shall authenticate in the name of the transferee or transferees one or more exchange Bonds in a like aggregate principal amount and a like interest rate and shall deliver or mail same to the transferee or transferees by United States mail, first class, postage prepaid.

All Serial Bonds shall be exchangeable upon the presentation and surrender thereof at the office designated by the Registrar for a Serial Bond or Serial Bonds having the same maturity and interest rate, in any authorized denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Serial Bond or Serial Bonds presented for exchange. Within three (3) Business Days following due presentation for exchange of any Serial Bond, the District shall cause to be executed and the Registrar shall authenticate, register and deliver or send to the Holder, by United States mail, first class, postage prepaid, exchange Serial Bonds in accordance with the provisions of this Section 3.09. Except as provided in Section 3.12 hereof, a Term Bond is not exchangeable so long as it is registered in the name of Cede & Co., as nominee of DTC.

Each Bond transferred or exchanged and duly authenticated and delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered. No service charge shall be made for any transfer or exchange referred to above, but the District or the Registrar may require the Holder of any Bond to pay a sum sufficient to pay any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond.

The Registrar shall not be required to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of, notice of redemption of Bonds prior to maturity, nor shall the Registrar be required to transfer or exchange any Bond selected for redemption in whole or in part when such Redemption Date is scheduled to occur within thirty (30) calendar days.

SECTION 3.10: REPLACEMENT BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the District shall cause to be executed, and the Registrar shall authenticate, register and deliver in exchange therefor, a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. In the event that any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas, and in the absence of actual notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall cause to be executed, and the Registrar shall authenticate, register and deliver, a replacement Bond of like tenor, interest, and principal amount bearing a number not contemporaneously outstanding, provided that the Holder thereof shall have:

- (a) furnished to the Registrar and the District satisfactory evidence of the ownership and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Registrar, the District and the Paying Agent to save the District, the Registrar and the Paying Agent harmless;

- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees and expenses of the Registrar, the District and Paying Agent and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the District, the Registrar and the Paying Agent.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District, the Registrar and the Paying Agent shall be entitled to recover upon such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District, the Registrar and the Paying Agent in connection therewith.

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent, with the concurrence of the Registrar, in their discretion, may pay such Bond, in lieu of issuance of a replacement Bond.

Each replacement Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 3.11: BOOK-ENTRY ONLY SYSTEM. Notwithstanding the foregoing, the Initial Bonds and all subsequent Bonds shall be registered in the name of Cede & Co., as nominee of DTC, except as provided in Section 3.12 hereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Paying Agent and the Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. In particular, and not by way of limiting the foregoing, the District, the Paying Agent and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register, any amount with respect to the principal of or the premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District, the Paying Agent and the Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered on the Register as the absolute owner of such Bond for the purpose of payment of the principal of and the premium, if any, and interest on such Bond; for the purpose of giving notices of redemption and other matters with respect to such Bond; for the purpose of registering transfers with respect to such Bond; and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Holders, as shown on the Register and as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and

discharge the District's obligations with respect to the payment of the principal of and the premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in Section 3.12 hereof, no Person, other than a Holder, as shown on the Register, shall be issued an exchange Bond pursuant to this Order. Upon delivery by DTC to the Paying Agent and the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest payments to the Holders as of the close of business on a Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and the premium, if any, and interest on such Bond, and all notices with respect to such Bond, shall be made and given, respectively, in the manner provided in the Letter of Representation. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds, or portions thereof, to be redeemed in whole or in part from within each such maturity shall be selected by DTC from the Bonds, or portions thereof, which have not previously been called for redemption in accordance with the procedures of DTC notwithstanding any other provision of this Order to the contrary.

SECTION 3.12: SUCCESSOR SECURITIES DEPOSITORY; TRANSFER OUTSIDE BOOK-ENTRY ONLY SYSTEM. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain exchange Bonds, the District shall notify DTC and the DTC Participants, as identified by DTC, of the availability through the Registrar of exchange Bonds and cause the registration and transfer of one or more exchange Bonds to the DTC Participants having Bonds credited to their DTC accounts, as identified by DTC, but only upon presentation of surrender of the Bonds to be exchanged, upon receipt of proper proof of the ownership interests of the DTC Participants, and integral multiples of \$5,000 in principal amount; provided, however, that in such event, each Term Bond shall be exchangeable only for one or more Serial Bonds bearing the same rate of interest and corresponding in aggregate principal amounts and Maturity Dates to the unpaid mandatory redemption amounts and Redemption Dates applicable to such Term Bond pursuant to Section 4.01 hereof, with the particular Maturity Date applicable to any such exchange Serial Bond to be determined by the Registrar by lot or other customary method. In the event DTC discontinues the services described herein, the District shall appoint a successor securities depository qualified to act as such under Section 17 (a) of the Securities and Exchange Act of 1934, as amended; notify DTC and the DTC Participants, as identified by DTC, of the appointment of such successor securities depository; and cause the registration and transfer of one or more exchange Bonds to such successor securities depository. In either such event, the Bonds shall no longer be restricted to being registered on the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

SECTION 3.13: CANCELLATION. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are executed, authenticated, registered and delivered in accordance with Section 3.09 or Section 3.10 of this

Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement and shall be treated in accordance with the document retention policies of the Paying Agent and the records retention schedules of the District. The Paying Agent and Registrar shall periodically furnish the District with certificates of cancellation of such Bonds, upon written request therefor.

(End of Article Three)

ARTICLE FOUR

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 4.01: A. MANDATORY REDEMPTION OF TERM BONDS. Term Bonds with Maturity Dates of September 1, ____, ____ and ____, shall be redeemed, at a price equal to the principal amount thereof, plus accrued interest to the Redemption Date, on September 1 in each of the years and in the principal amounts set forth in the following schedule, with the particular portions of such Term Bonds to be redeemed to be selected by the Registrar or DTC, as applicable, from the portions of the Term Bonds which have not previously been redeemed by the District, by lot or other customary method:

Year of Redemption	Principal Amount
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____

Notwithstanding the foregoing, to the extent that Term Bonds of a particular maturity have been previously redeemed in part through the exercise of the District's reserved right of optional redemption, as provided below, each of the aforesaid scheduled mandatory redemption payments for the Term Bonds of such maturity shall be reduced in each such instance of prior redemption, as specified in the District's notice to the Paying Agent as provided below.

B. OPTIONAL REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 2031, prior to their scheduled maturities, in whole or, from time to time, in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed plus accrued interest on said principal amount thereof called for redemption to the Redemption Date. The District shall, at least forty-five (45) calendar days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Registrar and Paying Agent), notify the Registrar and Paying Agent of such Redemption Date and of the principal amount of the Bonds of each maturity to be redeemed. If less than all of the Serial Bonds of the same maturity are to be redeemed, the particular Serial Bonds to be redeemed in whole or in part from within each such maturity shall be selected by the Registrar or DTC, as applicable, from the Serial Bonds which have not previously been called for redemption, by lot or other customary method; provided, however, that in the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof. The Registrar shall promptly notify the District and the Paying Agent, if different than the Registrar, in writing, of the Serial Bonds selected for redemption and, in the case of any Serial

Bond selected for partial redemption, of the principal amount thereof to be redeemed. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District shall notify the Paying Agent at least forty-five (45) calendar days prior to the Redemption Date of the reductions in the remaining mandatory redemption amounts to result from such optional redemption.

For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal amount of such Bond which has been or is to be redeemed. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.09 of this Order, shall authenticate, register and deliver an exchange Bond or Bonds of like interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so surrendered; provided, however, that the foregoing shall not apply to Bonds registered as set forth in Section 3.11 of this Order.

SECTION 4.02: NOTICE OF REDEMPTION. Notice of the selection of any Bonds for redemption pursuant to Section 4.01 above is hereby directed to be given by the Registrar, without any further instruction or notice from the District, at least thirty (30) calendar days prior to the Redemption Date. Notice shall be given by first class United States mail, postage prepaid, to the Holder of each Bond to be redeemed in whole or in part at the address shown on the Register on the date which is forty-five (45) calendar days prior to the Redemption Date. Such notice shall state the Redemption Date, the redemption price, the principal amounts of the Bonds to be redeemed and, if less than all of the then outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemptions within a maturity, the respective principal amounts) of the Bonds to be redeemed, the amount of accrued interest payable on the Redemption Date and the place at which the Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, whether or not the Holder actually receives such notice. Except as otherwise provided in Section 11.03 of this Order, no other notice of the reserved right of redemption shall be given unless otherwise required by law.

By the Redemption Date, due provision shall be made with the Paying Agent for the payment of the principal of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date. When Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds or portions thereof, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the right of the Holders to collect interest which would otherwise accrue after the Redemption Date upon the principal of such Bonds or the portions thereof so called for redemption shall be terminated.

(End of Article Four)

ARTICLE FIVE

FORM OF BONDS AND INSURANCE

SECTION 5.01: FORM OF BONDS. The Bonds authorized by this Order, including the registration certificate of the Comptroller of Public Accounts of the State of Texas or Registrar, as applicable, and form of assignment shall be in substantially the forms specified in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, with such omissions, insertions and variations as may be necessary or desirable and consistent with the terms of this Order.

SECTION 5.02: CERTIFICATE OF REGISTRAR. The form of Certificate of Registrar specified in Exhibit "B" attached hereto shall be printed on or attached to each of the Bonds authenticated, registered and delivered subsequent to the Initial Bonds.

SECTION 5.03: REGISTRATION OF BONDS BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. In lieu of the Certificate of Registrar specified in Section 5.02 hereof, the registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed or typed on or attached to each of the Initial Bonds and shall be in substantially the form specified in Exhibit "A" attached hereto.

SECTION 5.04: FORM OF ASSIGNMENT. The form of Assignment specified in Exhibit "A" and Exhibit "B" attached hereto shall be printed at the back of or attached to each of the Bonds.

SECTION 5.05: CUSIP REGISTRATION. The officers and representatives of the District may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

SECTION 5.06: LEGAL OPINION. The approving opinion of the District's Bond Counsel may be printed on the Bonds over the certification of the Secretary of the Board of Directors, which may be executed in facsimile or, with respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in accordance with Section 3.11 of this Order, an original of said opinion may be delivered to the Initial Purchaser.

SECTION 5.07: BOOK-ENTRY ONLY BONDS. Notwithstanding anything in this Article Five to the contrary, exchange bonds in the form specified in Exhibit "B" attached hereto shall not be issued except as set forth in Section 3.12 of this Order.

SECTION 5.08: BOND INSURANCE PROCEEDINGS. The officers and representatives of the District are hereby authorized and directed (i) to make application for and to execute, attest and deliver any and all certificates, agreements or other instruments necessary to

secure a municipal bond insurance policy with respect to the Bonds, and (ii) to provide for the printing of a statement or legend relating to such insurance on the Bonds, all as may be deemed necessary by said officers and representatives.

(End of Article Five)

ARTICLE SIX

SECURITY FOR THE BONDS

SECTION 6.01: SECURITY FOR THE BONDS. The Bonds are secured by and payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount, upon all taxable property within the District, and such taxes, as collected and received, are hereby pledged to the payment of the principal of and the interest, payment expenses and redemption price on the Bonds and the Outstanding Bonds.

SECTION 6.02: LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes and making payments in respect of the Bonds, there is hereby levied, and there shall be assessed and collected in due time, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except costs incurred in connection therewith, shall be paid into the Bond Fund Road Bond Account, as established pursuant to the Prior Bond Orders, and the aforementioned tax and such payments into the Bond Fund Road Bond Account shall continue until the Bonds and the interest thereon, together with all expenses incurred in making payments in respect of the Bonds and all amounts due to the United States of America pursuant to Section 8.01(g) hereof, have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax, each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said Bonds and to provide the necessary sinking fund to pay the principal and accrued interest on the Bonds when due, with full allowance being made for delinquencies and costs of collection, shall be levied, assessed and collected, as follows:

- (a) After receipt of the certified roll of taxable property in each year, and at such time as required by then applicable law, the Board of Directors shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and shall levy such tax against all taxable property in the District.
- (b) In determining the actual rate to be levied in each year, the Board of Directors shall consider, among other matters:
 - (1) the amount which should be levied for the payment of the principal of or the interest, payment expenses and redemption price on each series of bonds or notes of the District payable in whole or in part from taxes, including, but not limited to, the Bonds, the Outstanding Bonds and any Additional Bonds; and
 - (2) the percentage of anticipated tax collections and the costs of assessing and collecting such taxes.

- (c) In determining the amount of taxes which should be levied each year, the Board of Directors may also consider whether proceeds from the sale of bonds of the District have been capitalized or placed in escrow to pay interest during construction and whether the Board of Directors reasonably expects to have investment earnings from the Bond Fund or the Bond Fund Road Bond Account, as applicable, or excess arbitrage profits payable to the United States of America, or revenues or receipts available from other sources which are legally available to pay the principal of or the interest, payment expenses or redemption price on the Bonds, the Outstanding Bonds or any Additional Bonds or notes payable in whole or in part from taxes.

In addition to the tax levied pursuant to this Section 6.02, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes, and for any other purpose or purposes authorized by law.

SECTION 6.03: PERFECTION OF PLEDGE. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes by the District under Section 6.01 of this Order, and such pledge is, therefore, valid, effective and perfected. If, at any time while all or any portion of the Bonds are outstanding and unpaid, Texas law is amended in a manner that such pledge is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holders the perfection of the security interest in and to such pledge, the District covenants and agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and to enable a filing to perfect the security interest in such pledge to occur.

(End of Article Six)

ARTICLE SEVEN

APPLICATION OF BOND PROCEEDS; FLOW OF FUNDS AND INVESTMENTS

SECTION 7.01: BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article Seven.

SECTION 7.02: CREATION OF FUNDS AND ACCOUNTS. Notwithstanding any part or provision hereof to the contrary, the creation and confirmation of the District's Bond Fund, Bond Fund Road Bond Account, Construction Fund, and Road Construction Fund Account created pursuant to the applicable provisions of all or certain of the Prior Bond Orders are hereby confirmed. The funds in the Bond Fund Road Bond Account and the Road Construction Fund Account shall be kept separate and apart from all other funds of the District. The Bond Fund Road Bond Account, to the extent permitted by law, shall constitute a trust fund for the benefit of the Holders of Road Bonds payable in whole or in part from taxes. The funds in the Bond Fund Road Bond Account shall be applied only to pay interest on and principal of Road Bonds payable in whole or in part from taxes and the fees and expenses of any Paying Agent or Registrar in respect of same; to defray the expenses, if any, of assessing and collecting taxes levied for payment of the interest on and principal of such Road Bonds; to pay any tax anticipation notes issued for the purpose of financing road facilities together with interest thereon, as such tax anticipation notes shall become due; and to pay to the United States of America any excess arbitrage profits in respect of such Road Bonds which may hereafter come due.

SECTION 7.03: SECURITY OF ACCOUNTS. Any cash balance in any fund of the District, to the extent not insured by the Bank Insurance Fund managed and maintained by the Federal Deposit Insurance Corporation, or a successor insurance fund, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of districts such as the District, having an aggregate market value, exclusive of accrued interest, at all times at least equal to the uninsured cash balance in the fund to which such securities are pledged or such higher amount as required by the District's policies for investment of funds of the District.

SECTION 7.04: DEPOSITS TO AND WITHDRAWALS FROM BOND FUND ROAD BOND ACCOUNT. The District shall deposit or cause to be deposited into the Bond Fund Road Bond Account the aggregate of the following at the times specified:

- (a) As soon as practicable after the Initial Bonds are sold and delivered, out of the proceeds of the sale of the Bonds, a sum equal to the initial twelve (12) months of interest on the Bonds; and
- (b) As collected, the proceeds from collection of the ad valorem tax levied pursuant to Section 6.02 hereof, less the costs of collection thereof.

Not later than five (5) calendar days prior to any Maturity Date, Redemption Date and/or Interest Payment Date on the Bonds, the Board of Directors shall cause moneys to be deposited into the

Bond Fund Road Bond Account in an amount not less than that which is sufficient to pay the principal of the Bonds which matures and becomes payable on such date, the interest which accrues and becomes payable on such date, and the fees and expenses of the Paying Agent and the Registrar for handling and making such payments on the Bonds on such date, and not later than two (2) Business Days prior to such payment dates shall cause such amounts to be wire transferred to the Paying Agent.

SECTION 7.05: ROAD CONSTRUCTION FUND ACCOUNT. The District shall deposit or cause to be deposited into the Road Construction Fund Account the Net Proceeds of the Bonds, less any portion of the Net Proceeds that has been utilized by the Paying Agent, pursuant to written instructions of the District, for expenses incident to the issuance of the Bonds. The Net Proceeds of the Bonds so deposited into the Road Construction Fund Account shall be used solely for the payment of the expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and administration, organization and printing expenses of the District, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the Road System. All moneys on deposit in the Road Construction Fund Account as of the date hereof, and all interest and investment earnings on such moneys, now or hereafter deposited into such fund, are to be maintained by the District in such fund to be used for the purposes for which any previously issued Road Bonds were sold as set forth in the applicable Prior Bond Orders authorizing issuance of same and/or for any other lawful purpose for which such Road Bonds were authorized, and, if required, with the consent of any regulatory authority having jurisdiction.

SECTION 7.06: SURPLUS CONSTRUCTION FUNDS. After completion of the Road System for which the Bonds are issued and the payment of all lawful obligations associated therewith, at the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the Net Proceeds of the Bonds remaining in the Road Construction Fund Account, together with investment earnings thereon, may be used to pay the costs of constructing additional road facilities which will become part of the Road System and/or for any other lawful purpose for which the Bonds were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any moneys remaining in the Road Construction Fund Account after completion of the entire Road System shall be deposited into the Bond Fund Road Bond Account.

SECTION 7.07: INVESTMENTS; EARNINGS. Moneys deposited into the Bond Fund, the Bond Fund Road Bond Account, the Construction Fund, the Road Construction Fund Account, and any other fund or funds which the District may lawfully create may be invested or reinvested from time to time, but only in Authorized Investments. Except to the extent otherwise required to maintain compliance with the covenants set forth in Section 8.01 hereof, all investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investment were taken; provided, however that in the discretion of the Board of Directors, and, if required, with the consent of any regulatory authority having jurisdiction, the profits realized from and interest accruing on investments made from any fund may be transferred to the appropriate account within the Bond Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested

moneys on hand to meet the obligations payable out of such fund. After such sale, the moneys resulting therefrom shall belong to the fund from which such investments were initially taken. The District shall not be responsible to the Holders for any loss arising out of the sale of any investments.

(End of Article Seven)

ARTICLE EIGHT

TAX EXEMPTION

SECTION 8.01: TAX EXEMPTION. For purposes of this Section 8.01, the term "Net Proceeds" means the proceeds derived from the sale of the Bonds, plus interest earnings thereon, less any amounts deposited in a reasonably required reserve or replacement fund; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Bonds, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

- (a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds").
- (b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Bonds; and further, the amount of private-use proceeds of the Bonds in excess of five percent (5%) of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate.
- (c) The principal of and interest on the Bonds will be paid from ad valorem tax collections, together with investment profits and interest earnings thereon.
- (d) The District has not permitted and will not permit an amount exceeding the lesser of (i) \$5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Bonds to be used directly or indirectly to finance loans to Persons other than governmental units.
- (e) The District will not use the proceeds of the Bonds in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of

Section 148 of the Code or otherwise in any manner which would cause the Bonds to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Bonds and moneys pledged to the payment of the Bonds, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Bonds on hand on a date that is three (3) years from the date of delivery of the Bonds and on all amounts within the Bond Fund not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Bonds or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Bonds (in both cases calculated in accordance with the Code and the Regulations).

- (f) The District will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code).
- (g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Bonds, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Bonds and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.
- (h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

- (i) This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

For purposes of the foregoing (a), (b) and (e), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. Furthermore, all officers, employees and agents of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Initial Bonds are delivered and paid for, and any such certifications may be relied upon by Bond Counsel, by the Holders of the Bonds, and by any Person interested in the exclusion of interest on the Bonds from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02: BONDS QUALIFIED TAX-EXEMPT OBLIGATIONS. The District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code and covenants that it shall take all actions necessary with respect to the Bonds to satisfy the requirements of Section 265(b)(3) of the Code. In particular, the District represents that:

- (a) the aggregate amount of tax-exempt obligations issued by the District during calendar year 2024, including the Bonds, which have been designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code, does not exceed \$10,000,000; and

- (b) the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2024, including the Bonds, will not exceed \$10,000,000.

For purposes of this Section 8.02, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 8.02, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

SECTION 8.03: ALLOCATION OF, AND LIMITATION ON, EXPENDITURES.

The District covenants to account for the expenditure of the proceeds of the sale of the Bonds and investment earnings to be used for the purposes for which the Bonds are issued on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Bonds are completed. The foregoing notwithstanding, the District shall make such allocation in any event by the date 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. For purposes of determining compliance with this covenant the District and its officers, agents and representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.04: DISPOSITION OF FACILITIES. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Bonds will not be sold or otherwise disposed of, except to the City of College Station, Texas, in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(End of Article Eight)

ARTICLE NINE

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 9.01: ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, any Additional Bonds for authorized purposes, including, without limitation:

- (a) the remaining unissued bonds which were authorized at the election described in Section 1.05 (b) and (c) of this Order; and
- (b) such other bonds as the District may hereafter be authorized to issue from time to time.

SECTION 9.02: REFUNDING BONDS. The District further reserves the right to issue refunding bonds including, without limitation, the refunding bonds which were authorized at the election described in Section 1.05 (d) of this Order, in any manner permitted by law to refund the Bonds, the Outstanding Bonds and any Additional Bonds, at or prior to their respective Maturity Dates or on any Redemption Dates.

(End of Article Nine)

ARTICLE TEN

DEFAULT PROVISIONS

SECTION 10.01: REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees that in the event of default in the payment of the principal of or interest on any of the Bonds when due, or, in the event the District fails to make the payments required to be made into the Bond Fund Road Bond Account, or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Order, the Holders shall be entitled to seek a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Order. Any delay or omission in the exercise of any right or power accruing upon any default shall not impair any such right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.02: ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds by the Holders, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and such Holders, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of each of such Holders. Each of the Bonds, regardless of the time or times of their issue, authentication, registration, delivery or maturity, shall be of equal rank, without preference, priority or distinction of any Bond over any other, except as expressly provided herein.

(End of Article Ten)

ARTICLE ELEVEN
CONTINUING DISCLOSURE

SECTION 11.01: DEFINITIONS. As used in this Article, the following terms have the meanings ascribed to them below:

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "obligated person" has the meaning assigned to such term in the Rule.

The term "Offering" has the meaning assigned to such term in the Rule.

The term "Rule" means SEC Rule 15c2-12 and any regulations promulgated thereunder, all as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

SECTION 11.02: ANNUAL REPORTS. The offering of the Bonds qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) regarding the District's continuing disclosure obligations because the District does not have more than \$10,000,000 in aggregate amount of outstanding bonds, including the Bonds, and no Person is committed by contract or other arrangement with respect to payment of all, or part of, the Bonds. As required by the exemption, the District shall provide within six (6) months after the end of each Fiscal Year, to the MSRB, in an electronic format as prescribed by the MSRB, financial information and operating data which is customarily prepared by the District and is publicly available (being the information and data described in Exhibit "C" attached hereto).

If the District changes its Fiscal Year, the District will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section 11.02. The District shall notify the MSRB, in a timely manner, of any failure of the District to provide financial information or operating data in accordance with this Section 11.02 by the time required herein. All documents provided to the MSRB pursuant to this Section 11.02 shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11.03: EVENT NOTICES. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material within the meaning of the federal securities laws;

- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) Modifications to the rights of the Holders of the Bonds, if material within the meaning of the federal securities laws;
- (h) Calls for redemption of the Bonds, if material within the meaning of the federal securities laws, and tender offers;
- (i) Defeasances of the Bonds;
- (j) Release, substitution or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the District;
- (m) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- (o) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clauses (o) and (p) above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii) however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time. The Board of Directors intends the words used in clauses (o) and (p) above and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

SECTION 11.04: LIMITATIONS, DISCLAIMERS AND AMENDMENTS.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds, within the meaning of the Rule, except that the District in any event will give notice of any call for redemption of the Bonds or defeasance of the Bonds, in whole or in substantial part, made in accordance with this Order or applicable law that causes such Bonds to no longer be outstanding.

(b) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, expressed or implied, shall be deemed to confer any benefit or any legal or equitable right, remedy or claim hereunder upon any other Person. The District undertakes to provide only the financial information, operating data financial statements and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, conditions or prospects of the District, nor does the District undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or to sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY, IN CONTRACT OR IN TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH, SHALL BE LIMITED TO AN ACTION BY THE HOLDER FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

(e) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under applicable federal and state securities laws.

(f) Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligations with respect to the Bonds in accordance with the Rule as amended.

(g) Except as provided hereinafter, the provisions of this Article may be amended by the District from time to time, in its discretion, to adapt to changed circumstances that arise from a change in law, the identity, nature, status or type of operations of the District, or other circumstances, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in a primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment, or (B) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If this Article is so amended, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. Notwithstanding the foregoing, the District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or if any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but, in either case, only if and to the extent that any such amendment or repeal by the District would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(End of Article Eleven)

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

SECTION 12.01: PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and the interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, the Initial Bonds or in any Bond executed, authenticated, registered and delivered hereunder.

SECTION 12.02: DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, such naming or reference shall be deemed to include the District's successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of the District's successors and assigns, whether or not so expressed.

SECTION 12.03: NO RECOURSE AGAINST DISTRICT OFFICERS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer of the District or any Person executing the Bonds.

SECTION 12.04: PAYING AGENT MAY OWN BONDS. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Paying Agent.

SECTION 12.05: REGISTRAR. The initial Registrar in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Dallas, Texas. The District will maintain at least one Registrar in the State of Texas, where the Bonds may be surrendered for registration of transfer and/or for exchange or replacement for other Bonds, and for the purpose of maintaining the Register on behalf of the District. The Registrar shall at all times be a duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or State banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Registrar or to appoint additional Registrars, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Registrar, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.06: PAYING AGENT. The initial Paying Agent in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Dallas, Texas. To the extent practicable, the District will maintain in the State of Texas, at least one (1) duly qualified and competent trust or banking

corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, where the Bonds may be presented or surrendered for payment of principal. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Paying Agent or to appoint additional Paying Agents, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Paying Agent, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.07: DISCHARGE BY DEPOSIT. The District may discharge its obligation to the Holders to pay the principal of and the interest on the Bonds and may defease the Bonds in accordance with the provisions of then applicable law, including, without limitation, V.T.C.A. Government Code §1207.001 *et seq.*, as amended.

SECTION 12.08: LEGAL HOLIDAYS. In any case when any Interest Payment Date, Maturity Date or Redemption Date for any Bond is not a Business Day, then payment by the Paying Agent of such principal, interest or redemption price need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the scheduled Interest Payment Date, Maturity Date or Redemption Date, and no further interest shall accrue beyond such scheduled date.

SECTION 12.09: ESCHEAT LAWS. Notwithstanding any part or provision of the Bonds or this Order to the contrary, the powers, rights, duties, functions and responsibilities of the District, the Paying Agent, the Registrar, the Initial Purchaser, and the Holders shall at all times conform and be subject to the requirements, limitations, procedures and provisions of Title 6, Texas Property Code, as now and hereafter amended, and in case of any conflict or inconsistency therewith now existing or hereafter created, the provisions of such laws shall prevail and control, and the provisions of this Order and the Bonds shall be deemed to be supplemented or amended to conform thereto.

SECTION 12.10: BENEFITS OF ORDER. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any Person, other than the District; the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, and all the covenants, conditions and provisions contained in this Order or in the Bonds shall be for the sole benefit of the District, the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders.

SECTION 12.11: SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Order, or the application thereof to any Person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other Persons or circumstances shall not be affected thereby.

SECTION 12.12: ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made

available to any Holder on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts performed by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Holder upon request and upon payment by such Holder of the reasonable costs to the District of providing same.

SECTION 12.13: NOTICE. Except as otherwise expressly provided herein, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States mail, first class postage prepaid, and addressed to the Person to be notified and, with respect to notice to any Holder shall be addressed to the latest address shown on the Register.

SECTION 12.14: FURTHER PROCEEDINGS. The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Bonds. Further, the District's Bond Counsel and financial advisor shall be authorized to prepare written instructions to the Paying Agent, on behalf of the District, for the disbursement and/or deposit of Net Proceeds to pay expenses incident to the issuance of the Bonds.

SECTION 12.15: AMENDMENT OF ORDER. The District may, without the consent of or notice to any Holder of the Bonds, amend, change or modify this Order as may be required (a) by the provisions hereof (including, without limitation, Article Eleven hereof); (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Holders of the Bonds. Except for such amendments, changes or modifications, the District shall not amend, change or modify this Order in any manner without the consent of the Holders of all the Bonds then outstanding in any manner, which would (a) extend the time or times of payment of the principal of and interest on the Bonds, or reduce the principal amount thereof or the rate or interest thereon or in any way modify the terms or sources of payment of the principal of or interest on the Bonds; (b) create any lien ranking prior to the lien of the Bonds; (c) give preference of any Bond over any other Bonds; or (d) extend any waiver of default to subsequent defaults.

SECTION 12.16: ISSUANCE OF BONDS UNDER CERTAIN TERMS AND CONDITIONS. The Bonds shall be issued upon and subject to the further terms and conditions contained in the Prior Bond Orders, which shall apply with equal force to the Bonds as if set forth fully herein; provided, however, that where the provisions of the Prior Bond Orders are inconsistent or in conflict with the terms and provisions of this Order, the terms and provisions of this Order shall govern.

(End of Article Twelve)

ARTICLE THIRTEEN

SALE OF BONDS

SECTION 13.01: SALE OF BONDS. Sale of the Bonds is hereby awarded to _____ (the "Initial Purchaser"), for the sum of \$_____, subject to the issuance of an approving opinion as to legality of the Initial Bonds of the Attorney General of Texas and of Bond Counsel for the District. It is hereby found and declared that the bid of the Initial Purchaser produces the lowest net effective interest rate to the District and is the best obtained for the Bonds pursuant to and after taking sealed, competitive public bids therefor, as required by law, and that the net effective interest rate resulting from said bid is _____% which is less than the maximum of _____% permitted by the District's Official Notice of Sale. It is hereby further found and declared that the terms of the sale of the Bonds are in the District's best interests.

SECTION 13.02: NOTICE OF SALE. It is hereby affirmatively found and declared that notice of the time and place of this sale and the details concerning the sale of the Bonds was given by publishing an appropriate notice of sale:

- (a) at least one (1) time not less than ten (10) days before the date of sale in a newspaper of general circulation in the county in which the District is located; and
- (b) at least one (1) time in a recognized financial publication of general circulation in the State of Texas, as approved by the Attorney General of Texas.

(End of Article Thirteen)

ARTICLE FOURTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 14.01: OPEN MEETING. The Board of Directors officially finds, determines and declares that this Order was reviewed, considered and adopted at a meeting of the Board of Directors beginning at 2:00 p.m., College Station, Texas time on April 11, 2024, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at the District's administrative office and at a place readily accessible and convenient to the public within the District and was timely furnished to the County Clerk of Brazos County, Texas, for posting on a bulletin board located at a place convenient to the public in the Brazos County Courthouse and on said clerk's or said county's Internet website, for the time prescribed by law preceding this meeting, as required by Chapter 551, Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended, and that this meeting has been open to the public, as required by law, at all times during which this Order and the subject matter hereof has been discussed, considered and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 14.02: EFFECTIVE DATE OF ORDER. This Order shall take effect and be in full force and effect upon and after its passage.

PASSED AND ADOPTED the 11th day of April, 2024.

President, Board of Directors
Rock Prairie Management District No. 2

ATTEST:

Secretary, Board of Directors
Rock Prairie Management District No. 2

(SEAL)

(End of Article Fourteen)

706745

EXHIBIT "A"

(FORM OF INITIAL BOND)

REGISTERED
NUMBER
IR-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT
\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2024

Interest Rate: _____% Maturity Date: September 1, ____ Initial Date: May 1, 2024 Delivery Date: _____, 2024 CUSIP NO.:

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

CEDE & CO.

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2025, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on April 11, 2024 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior

redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, ____, ____, and ____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption	Principal Amount
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2031, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Comptroller of Public Accounts of the State of Texas has been manually executed hereon by such Comptroller (or a duly authorized deputy), as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

[Copy to come]

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by said Attorney General as required by law, that said Attorney General finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and it is a valid and binding obligation of Rock Prairie Management District No. 2 and said Bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas,

_____.

Comptroller of Public Accounts
of the State of Texas

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____
the within Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner
appearing on this Assignment is hereby
verified as true and genuine and is guaranteed
by:

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

Registered Owner

NOTICE: The signature on this
Assignment must correspond in every
particular with the name of the Registered
Owner as it appears on the face of the
within Bond.

EXHIBIT "B"

(FORM OF EXCHANGE BOND)

REGISTERED
NUMBER

R-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT
\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2024

Interest Rate:	Maturity Date:	Initial Date:	Delivery Date:	CUSIP NO.:
_____%	September 1, ____	May 1, 2024	_____, 2024	

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2025, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on April 11, 2024 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior

redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, ____, ____, and ____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption		Principal Amount
_____		\$ _____
_____	(Maturity)	\$ _____
_____		\$ _____
_____	(Maturity)	\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____	(Maturity)	\$ _____

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2031, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Registrar has been manually executed by an authorized representative of the Registrar, as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

[Copy to come]

CERTIFICATE OF REGISTRAR

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Bond Order, and it is hereby further certified that this Bond has been authorized and delivered in conversion and exchange for, or in replacement of, a Bond, Bonds or portions thereof (or one or more prior conversion, exchange or replacement Bonds) originally issued by Rock Prairie Management District No. 2, approved by the Attorney General of Texas, and initially registered by the Comptroller of Public Accounts of the State of Texas.

_____, Registrar

Dated:_____

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____ the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner appearing on this Assignment is hereby verified as true and genuine and is guaranteed by:

Registered Owner

NOTICE: The signature on this Assignment must correspond in every particular with the name of the Registered Owner as it appears on the face of the within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

[The legal opinion of Bond Counsel shall also be attached to the Exchange Bonds.]

EXHIBIT "C"

CONTINUING DISCLOSURE

The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under "APPENDIX A".

Any financial statements of the District will be prepared in accordance with generally accepted accounting principles for local government units as prescribed by the Governmental Accounting Standards Board or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.

NO GROWTH CASH FLOW ANALYSIS

Rock Prairie Management District No. 2 Bond Issue No. 4 (Roads)

Tax Year	Projected Assessed Valuation	Proj Debt Tax Rate	Cldr Year	Beginning Fund Balance (a)	Tax Collections 97.0%	Capitalized Interest (b)	Interest Income 2.5%	Total Funds Available	Outstanding Debt Service	The Bonds			Total Debt Service	Ending Fund Balance	% of Next Year's Debt Service
										Principal	Interest (c)	Total			
2023	129,122,850	0.320	2024	250,669	400,797	80,000	6,267	737,733	404,506	-	-	-	404,506	333,227	61.99%
2024	165,642,780	0.320	2025	333,227	514,155		8,331	855,712	430,913	-	106,667	106,667	537,579	318,133	58.66%
2025	165,642,780	0.320	2026	318,133	514,155			832,289	422,333	40,000	80,000	120,000	542,333	289,956	53.04%
2026	165,642,780	0.320	2027	289,956	514,155			804,111	423,688	45,000	78,000	123,000	546,688	257,424	47.63%
2027	165,642,780	0.320	2028	257,424	514,155			771,579	419,738	45,000	75,750	120,750	540,488	231,091	43.29%
2028	165,642,780	0.320	2029	231,091	514,155			745,247	415,368	45,000	73,500	118,500	533,868	211,379	39.24%
2029	165,642,780	0.320	2030	211,379	514,155			725,534	417,453	50,000	71,250	121,250	538,703	186,832	35.07%
2030	165,642,780	0.320	2031	186,832	514,155			700,987	413,943	50,000	68,750	118,750	532,693	168,294	31.97%
2031	165,642,780	0.320	2032	168,294	514,155			682,450	410,138	50,000	66,250	116,250	526,388	156,062	29.39%
2032	165,642,780	0.320	2033	156,062	514,155			670,217	412,238	55,000	63,750	118,750	530,988	139,230	26.77%
2033	165,642,780	0.320	2034	139,230	514,155			653,385	404,013	55,000	61,000	116,000	520,013	133,373	25.70%
2034	165,642,780	0.320	2035	133,373	514,155			647,528	405,688	55,000	58,250	113,250	518,938	128,590	25.09%
2035	165,642,780	0.320	2036	128,590	514,155			642,745	397,100	60,000	55,500	115,500	512,600	130,145	25.73%
2036	165,642,780	0.320	2037	130,145	514,155			644,301	393,256	60,000	52,500	112,500	505,756	138,544	28.06%
2037	165,642,780	0.320	2038	138,544	514,155			652,700	384,281	60,000	49,500	109,500	493,781	158,918	31.99%
2038	165,642,780	0.320	2039	158,918	514,155			673,073	385,306	65,000	46,500	111,500	496,806	176,267	36.03%
2039	165,642,780	0.320	2040	176,267	514,155			690,422	381,000	65,000	43,250	108,250	489,250	201,172	40.93%
2040	165,642,780	0.320	2041	201,172	514,155			715,328	381,563	70,000	40,000	110,000	491,563	223,765	46.33%
2041	165,642,780	0.320	2042	223,765	514,155			737,920	376,494	70,000	36,500	106,500	482,994	254,927	53.19%
2042	165,642,780	0.320	2043	254,927	514,155			769,082	371,288	75,000	33,000	108,000	479,288	289,794	60.35%
2043	165,642,780	0.320	2044	289,794	514,155			803,949	375,944	75,000	29,250	104,250	480,194	323,756	68.10%
2044	165,642,780	0.320	2045	323,756	514,155			837,911	369,944	80,000	25,500	105,500	475,444	362,467	75.47%
2045	165,642,780	0.320	2046	362,467	514,155			876,622	378,806	80,000	21,500	101,500	480,306	396,316	83.59%
2046	165,642,780	0.320	2047	396,316	514,155			910,471	371,600	85,000	17,500	102,500	474,100	436,371	93.36%
2047	165,642,780	0.320	2048	436,371	514,155			950,526	369,138	85,000	13,250	98,250	467,388	483,139	104.96%
2048	165,642,780	0.320	2049	483,139	514,155			997,294	361,313	90,000	9,000	99,000	460,313	536,982	118.58%
2049	165,642,780	0.320	2050	536,982	514,155			1,051,137	358,338	90,000	4,500	94,500	452,838	598,299	
Total						80,000	14,597		10,635,383	1,600,000	1,280,417	2,880,417	13,515,799		

- (a) Debt service fund balance as of 9/14/23
(b) Represents one year of capitalized interest on the Bonds
(c) Assumes an interest rate on the Bonds of 5.00%
(d) 2023 certified value; 12/15/23 estimate of value

This OFFICIAL NOTICE OF SALE does not alone constitute an invitation for bids on the Bonds but is merely notice of sale of the Bonds described herein. The invitation for bids is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM attached hereto. Information contained in this OFFICIAL NOTICE OF SALE is qualified in its entirety by the detailed information contained in the PRELIMINARY OFFICIAL STATEMENT.

OFFICIAL NOTICE OF SALE

\$1,600,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2,
(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS SERIES 2024

Bids Due: Thursday, April 11, 2024, at 9:45 A.M., Houston Time in Houston, Texas
Bid Award: Thursday, April 11, 2024, at 2:00 P.M., Houston Time, in College Station, Texas

BOOK-ENTRY-ONLY

THE SALE

Bonds Offered for Sale by Competitive Bidding: The Board of Directors (the “Board”) of Rock Prairie Management District No. 2 (the “District”) is inviting competitive bids for the purchase of its \$1,600,000 Unlimited Tax Road Bonds, Series 2024 (the “Bonds”). Bidders may submit bids for the Bonds by any of the following methods:

- (1) Deliver bids directly to the District as described below in “Sealed Bids Delivered to the District;”
- (2) Submit bids electronically as described below in “Electronic Bidding Procedures;” or
- (3) Submit bids by telephone as described below in “Bids by Telephone.”

Place and Time of Bid Opening: Masterson Advisors LLC, on behalf of the District will open and publicly read bids for the purchase of the Bonds at Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, at 9:45 A.M., Houston Time, Thursday, April 11, 2024. Any bid received after the scheduled time for bid opening will not be accepted by the Board and will be returned unopened.

Sealed Bids Delivered to the District: Sealed bids, plainly marked “Bid for Bonds” should be addressed to “President and Board of Directors, Rock Prairie Management District No. 2, of Brazos County, Texas,” % Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046 and delivered prior to 9:45 A.M., Houston Time, Thursday, April 11, 2024. All bids must be submitted in duplicate on the OFFICIAL BID FORM, without alteration or interlineation.

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 9:45 A.M., Houston Time, Thursday, April 11, 2024. Bidders must submit by e-mail (anthea.moran@mastersonadvisors.com / (713) 814-0552), prior to 9:00 A.M., Houston Time, Thursday, April 11, 2024, a signed OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. A signed OFFICIAL BID FORM received after 9:45 A.M., Houston Time will result in the electronic bid not being accepted by the Board. Subscription to i-Deal LLC’s BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this OFFICIAL NOTICE OF SALE and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provision of this OFFICIAL NOTICE OF SALE shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this OFFICIAL NOTICE OF SALE shall control. Further information about PARITY, including any fee charged, may be obtained from PARITY Customer Support, 40 West 23rd Street, 5th Floor, New York, New York 10010, telephone: 212-404-8102.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. **For information purposes only, bidders are requested to state in their electronic bids the net interest cost to the District, as described under “CONDITIONS OF THE SALE—Basis of Award” below. All electronic bids shall be deemed to incorporate the provisions of this OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM.**

Bids by Telephone: Bidders must submit by e-mail or facsimile (anthea.moran@mastersonadvisors.com / (713) 814-0552) a signed original OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, prior to 9:00 A.M., Houston Time, Thursday, April 11, 2024. Bidders that have provided a signed bid form will be contacted by a representative of Masterson Advisors LLC between 9:10 A.M. and 9:40 A.M., Houston Time, on the date of the sale. Questions about this procedure should be addressed to Ms. Moran at (713) 814-0552.

*Masterson Advisors LLC will not be responsible for the submission of any bids tendered by telephone before the deadline for filing but received by the Board after the filing deadline nor does Masterson Advisors LLC assume any responsibility or liability with respect to any irregularities or errors associated with the submission of bids if the above-described telephone options are exercised. **The District will not accept bids submitted by facsimile.***

Award of the Bonds: The District will take action to award the Bonds or reject all bids at a meeting scheduled to convene at 2:00 P.M., Houston time, on the date of the bid opening at 4121 State Highway 6 South, College Station, Texas 77845. Upon awarding the Bonds to the winning bidder (the “Underwriter”), the Board will adopt an order authorizing the issuance of the Bonds (the “Bond Order”). Sale of the Bonds will be made subject to the terms, conditions and provisions of the Bond Order, to which Bond Order reference is hereby made for all purposes and subject to compliance with Texas Government Code § 2252.908 as more fully described below. The District reserves the right to reject any and all bids and to waive any irregularities, except the time of filing.

THE BONDS

Description of the Bonds: Principal of the Bonds is payable at maturity or earlier redemption. Interest on the Bonds will accrue from the Date of Delivery (as defined herein) and will be payable on each September 1 and March 1, commencing March 1, 2025, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be initially registered in the name of and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the owners thereof. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Co., N.A., in Dallas, Texas. See the PRELIMINARY OFFICIAL STATEMENT for a more complete description of the Bonds. The Bonds will mature serially on September 1 in the years and amounts as follows:

YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT
2026	\$ 40,000	2035	\$ 55,000	2044	\$ 75,000
2027	45,000	2036	60,000	2045	80,000
2028	45,000	2037	60,000	2046	80,000
2029	45,000	2038	60,000	2047	85,000
2030	50,000	2039	65,000	2048	85,000
2031	50,000	2040	65,000	2049	90,000
2032	50,000	2041	70,000	2050	90,000
2033	55,000	2042	70,000		
2034	55,000	2043	75,000		

Book-Entry-Only: The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial Owners of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the nominees of such Beneficial Owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the paying agent/registrar, initially The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas (the “Paying Agent/Registrar”), directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners of the Bonds as described in the PRELIMINARY OFFICIAL STATEMENT. See “BOOK-ENTRY-ONLY SYSTEM” in the PRELIMINARY OFFICIAL STATEMENT.

Redemption Provisions: The Bonds maturing on or after September 1, 2031, are subject to redemption prior to maturity, at the option of the District, as a whole or, from time to time, in part, on September 1, 2030, or on any date thereafter, at a price of par plus unpaid accrued interest from the most recent interest payment date to the date fixed for redemption. If fewer than all of the Bonds are redeemed, the particular maturity or maturities and amounts to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds within each such maturity to be redeemed shall be selected by DTC in accordance with its procedures.

Mandatory Sinking Fund Redemption: If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to mandatory sinking fund redemption commencing on September 1 of the first year which has been combined to form such term bond and continuing on September 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth on the cover page of the PRELIMINARY OFFICIAL STATEMENT under the captioned “Maturity Schedule.” Term bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at a price of par plus unpaid accrued interest from the most recent interest payment date to the date of redemption. The term bonds to be redeemed shall be selected by DTC in accordance with its procedures. The principal amount of term bonds to be mandatorily redeemed is subject to reduction by the amount of any prior optional redemption.

Source of Payment: The Bonds will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District, as further described in the PRELIMINARY OFFICIAL STATEMENT. The Bonds are obligations solely of the District and are not obligations of Brazos County, the City of College Station, the State of Texas, or any entity other than the District.

CONDITIONS OF THE SALE

Types of Bids and Interest Rates: The Bonds will be sold in one block, all or none, and no bid of less than 97% of the principal amount thereof will be considered. Bidders are to name the rate or rates of interest to be borne by the Bonds, provided that each interest rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1%. No bid which results in a net effective interest rate as defined by Chapter 1204, Texas Government Code, as amended, in excess of _____% will be considered. Subject to the conditions below, no limitation will be imposed upon bidders as to the number of interest rates which may be used, but each rate of interest for the period 2033 (base year) through 2050, cannot be less than the rate of interest specified for any earlier maturity during the period 2033 through 2050 and the highest interest rate bid may not exceed the lowest interest rate bid by more than 2.5% in rate. No bid that generates a cash premium greater than \$5,000 will be considered. All Bonds maturing within a single year must bear the same rate of interest, and no bids for the Bonds involving supplemental interest rates will be considered. Each bidder shall state in its bid the total and net interest cost in dollars and the net effective interest rate determined thereby, which shall be considered informative only and not as a part of the bid.

Basis of Award: For the purpose of awarding the sale of the Bonds, the interest cost of each bid will be computed by determining, at the interest rate or rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities and adding thereto the dollar amount of the discount bid, if any, or subtracting therefrom the dollar amount of the premium bid, if any. Subject to the District's right to reject any or all bids, the Bonds will be awarded to the bidder whose bid, under the above computation, produces the lowest net interest cost to the District.

Good Faith Deposit: Each bid must be accompanied by a bank cashier's check payable to the order of "Rock Prairie Management District No. 2" in the amount of \$32,000, which represents two percent (2%) of the principal amount of the Bonds. Only bank cashier checks will be accepted; no "Official Bank Checks" will be accepted. The check will be considered as a Good Faith Deposit, and the check of the Underwriter will be retained uncashed by the District until the Bonds are delivered. In the event the Underwriter should fail or refuse to accept delivery of and pay for the Bonds in accordance with its bid, or if it is determined that after the acceptance of its bid by the District that the Underwriter was found not to satisfy the requirements described below regarding the filing of a standing letter with the Office of the Attorney General of Texas, and as a result, the Attorney General of Texas will not deliver its approving opinion of the Bonds, then the Good Faith Deposit shall be cashed, and the proceeds accepted by the District as full and complete liquidated damages against the Underwriter. The Good Faith Deposit may accompany the OFFICIAL BID FORM, or it may be submitted separately. If submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn to authorize its use as a Good Faith Deposit by the bidder, who shall be named in such instructions. Upon payment for and delivery of the Bonds, the Good Faith Deposit will be returned uncashed. No interest will be paid on the Good Faith Deposit. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened and an award of the Bonds has been made.

Bidders are further advised that that the award of the Bonds is conditioned upon compliance by the bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with the Official Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District. A form of standing letter may be obtained through the website of the Office of the Attorney General of Texas at <https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter%20September%2022%202021%20-%20Standing%20Letter%20Requirement.pdf>.

In submitting a bid, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed on the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirements of the Office of the Attorney General. The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed on the Official Bid Form.

Provision of Texas Ethics Commission Form 1295 (“TEC Form 1295”) by Bidders: Pursuant to Texas Government Code § 2252.908 (the “Interested Party Disclosure Act” or the “Act”), the District may not award the Bonds to a bidder that is a privately held entity unless the bidder, and each privately held syndicate member listed on the Official Bid Form, have provided to the District (c/o Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046; Attn: Anthea Moran, anthea.moran@mastersonadvisors.com) a completed and signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed, and provided to the District. The TEC Form 1295 may accompany the Official Bid Form or may be submitted separately but must be provided to the District prior to the time prescribed for the award of the Bonds. The TEC Form 1295 may be provided to the District via facsimile or electronically, however, the original signed TEC Form 1295 complete with certificate number must be physically delivered to the District (c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056) within two business days of the award. Following the award of the Bonds, the District will notify the TEC of the receipt of each completed TEC Form 1295. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity’s name is Rock Prairie Management District No. 2, and the **contract ID number is RPMD2-S2024-B**. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

Compliance with Laws Prohibiting Contracts with Certain Parties: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, at the time of execution and delivery of the bid and through the term of the contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, the District will not award the Bonds to a bidder unless the bidder certifies that, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Bidder is advised that the foregoing representations, verifications, and certifications shall be made such that liability for breach of such representations, verifications, and certifications during the term of the bid form shall survive termination of the bid form until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the bid form, notwithstanding anything therein to the contrary.

The terms (1) “boycotts Israel” and “boycott Israel” as used herein have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended, (2) “boycotts energy companies” and “boycott energy companies” as used herein have the meanings assigned to the term “boycott energy company” in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) “discriminates against a firearm entity or firearm trade association” as used herein has the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term “affiliate” shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

Compliance with the Texas Public Information Act: The District will not award the Bonds to a bidder unless the bidder agrees to maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District’s rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

Delivery: The Bonds will initially be delivered as one Bond for each maturity. Delivery will be at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Underwriter will be given at least three (3) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery can be made on or about May 16, 2024 (the "Date of Delivery"), and it is understood and agreed that the Underwriter will accept delivery of and make payment for the Bonds by 10:00 A.M., Houston Time on the Date of Delivery, or thereafter on the date the Bonds are tendered for delivery, up to and including June 13, 2024. If for any reason the District is unable to make delivery on or before June 13, 2024, then the District shall immediately contact the Underwriter and offer to allow the Underwriter to extend its offer for an additional thirty (30) days. If the Underwriter does not elect to extend its offer within three (3) business days thereafter, then its Good Faith Deposit will be returned, and both the District and the Underwriter shall be relieved of any further obligation.

DTC Definitive Bonds: After delivery, the Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the Registered Owners of the Bonds shall mean Cede & Co. and not the Beneficial Owners of the Bonds. Purchase of beneficial interests in the Bonds will be made in book-entry-only form (without registered Bonds) in the denomination of \$5,000 principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount for the Bonds. See "BOOK-ENTRY-ONLY SYSTEM" in the PRELIMINARY OFFICIAL STATEMENT.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the initial Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this OFFICIAL NOTICE OF SALE. CUSIP identification numbers will be made available to the Underwriter at the time the Bonds are awarded or as soon thereafter as practicable. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid by the Underwriter.

Conditions to Delivery: The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of the approving opinion of the Attorney General of Texas, the Underwriter's receipt of the Initial Bonds, the Underwriter's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, all as described below, and no material adverse change in the condition of the District.

Legal Opinions: The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount upon all taxable property in the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Bond Counsel, Houston, Texas, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Bonds is excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date of such opinion assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See "LEGAL MATTERS" in the PRELIMINARY OFFICIAL STATEMENT. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Bonds.

Qualified Tax-Exempt Obligations: Section 265 of the Internal Revenue Code of 1986, as amended (the "Code") provides, in general, that interest expense incurred to acquire or carry tax-exempt obligations is not deductible from the gross income of the owner of the Bonds. For certain owners that are "financial institutions" within the meaning of such section, complete disallowance of such expense would apply to taxable years beginning after December 31, 1986, with respect to tax-exempt obligations acquired after August 7, 1986. Section 265(b) of the Code provides an exception to this rule for interest expense incurred by financial institutions to carry tax-exempt obligations (other than specified private activity bonds) which are designated by an issuer as "qualified tax-exempt obligations." An issuer may only designate an issue as an issue of "qualified tax-exempt obligations" where less than \$10 million of tax-exempt obligations are issued by the issuer during the calendar year in which the issue so designated is issued.

The District has designated the Bonds as "qualified tax-exempt obligations." Furthermore, the District has represented that it has or will take such action as is necessary for the Bonds to constitute "qualified tax-exempt obligations." Notwithstanding the designation of the Bonds as "qualified tax-exempt obligations," financial institutions acquiring the Bonds will be subject to a 20% disallowance of interest expense allocable to the Bonds.

Establishing the Issue Price of the Bonds: In order to provide the District with information that enables it to comply with certain conditions of the Code, relating to the exclusion of interest on the Bonds from the gross income of their owners, the winning bidder will be required to complete, execute, and deliver to the District or to the District's municipal advisor, Masterson Advisors LLC (the "Financial Advisor"), at least five (5) business days prior to the Date of Delivery of the Bonds, a certification as to the "issue price" of the Bonds (the "Issue Price Certificate"), substantially in the form attached hereto or accompanying this Notice of Sale. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the Date of Delivery of the Bonds, the Issue Price Certificate may be modified in a manner approved by the District and Bond Counsel. Each bidder, by submitting its bid, agrees to complete, execute, and timely deliver the Issue Price Certificate, if its bid is accepted by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel.

For purposes of this section of this Notice of Sale:

- (i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party;
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public);
- (iii) "Related Party" means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (iv) "Sale Date" means the date that the Bonds are awarded by the District to the winning bidder.

All actions to be taken by the District under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the Financial Advisor, and any notice or report to be provided to the District may be provided to the Financial Advisor.

The District will consider any bid submitted pursuant to this Notice of Sale to be a firm offer for the purchase of the Bonds, as specified in the bid and, if so stated, in the Official Bid Form.

The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the "Competitive Sale Requirement").

In the event that the Competitive Sale Requirement is satisfied, the sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein. In the event that the Competitive Sale Requirement is not satisfied, bids **will not be subject to cancellation and the winning bidder will be required to hold the initial offering price to the Public of each maturity of the Bonds, other than a maturity 10% of which has been sold to the Public on the Sale Date ("Hold-the-Price Bonds"), as described in the next paragraph.**

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any maturity of the Hold-the-Price Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the Sale Date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the District when the Underwriters have sold 10% of a maturity of the Hold-the-Price Bonds to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

No Material Adverse Change: The obligation of the Underwriter to take up and pay for the Initial Bonds, and of the District to deliver the Initial Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Bonds, there shall have been no material adverse change in the affairs of the District subsequent to the date of sale from that set forth in the PRELIMINARY OFFICIAL STATEMENT, as it may have been finalized, supplemented or amended through the Date of Delivery.

No-Litigation Certificate: On the Date of Delivery of the Bonds to the Underwriter, the District will execute and deliver to the Underwriter, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner questioning the validity of the Bonds.

Rule G-32 Requirements: It is the responsibility of the Underwriter to comply with the Municipal Securities Rule Making Board's Rule G-32 within the required time frame. The Underwriter must send two copies of the OFFICIAL STATEMENT along with two complete Form G-32's to the appropriate address.

OFFICIAL STATEMENT

To assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission ("SEC"), the District and the Underwriter agree, by the submission and acceptance of the winning bid, as follows.

Final Official Statement: The District has approved and authorized distribution of the accompanying PRELIMINARY OFFICIAL STATEMENT for dissemination to potential purchasers of the Bonds but does not intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the PRELIMINARY OFFICIAL STATEMENT to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Underwriter and other similar information, terms and provisions to be specified in the competitive bidding process. The Underwriter shall be responsible for promptly informing the District of the initial reoffering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the OFFICIAL STATEMENT identifying the Underwriter and containing such omitted information. The District does not intend to amend or supplement the OFFICIAL STATEMENT otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final OFFICIAL STATEMENT or any amendment or supplement thereto in the requested quantity to the Underwriter on or after the sale date, the District intends the same to be final as of such date, within the meaning of SEC Rule 15c2-12(f)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the OFFICIAL STATEMENT which are being or which will be made by the District are those described and contained in the OFFICIAL STATEMENT under the caption "PREPARATION OF OFFICIAL STATEMENT—Certification of OFFICIAL STATEMENT."

Changes to Official Statement: If subsequent to the date of the OFFICIAL STATEMENT, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the OFFICIAL STATEMENT to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, as described above under "DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions to Delivery," the District will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the OFFICIAL STATEMENT satisfactory to the Underwriter provided, however, that the obligation of the District to so amend or supplement the OFFICIAL STATEMENT will terminate when the District delivers the Bonds to the Underwriter, unless the Underwriter notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

Delivery of Official Statements: The District shall furnish final OFFICIAL STATEMENTS to the Underwriter (and to each participating underwriter of the Bonds, within the meaning of SEC Rule 15c2-12(a), designated by the Underwriter) within seven (7) business days after the sale date. The District also shall furnish to the Underwriter a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Bonds, as well as such additional copies of the OFFICIAL STATEMENT or any such supplements or amendments as the Underwriter may reasonably request prior to the 90th day after the end of the underwriting period described in SEC Rule 15c2-12(f)(2). The District shall pay the expense of preparing the number of copies of the OFFICIAL STATEMENT specified in the winning bid and an equal number of any supplements or amendments issued on or before the Date of Delivery, but the Underwriter shall pay for all other copies of the OFFICIAL STATEMENT or any supplement or amendment thereto.

Continuing Disclosure of Information: The District will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the PRELIMINARY OFFICIAL STATEMENT under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriter's obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriter or their agent of a certified copy of the Bond Order containing the agreement described under such heading.

Substantive Requirements for Official Statement: To the best knowledge and belief of the District, the PRELIMINARY OFFICIAL STATEMENT contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds.

GENERAL CONSIDERATIONS

Risk Factors: The Bonds involve certain risk factors. Prospective bidders are urged to examine carefully the entire Preliminary Official Statement, with respect to the risk factors associated with the Bonds. Particular attention should be given to the information set forth therein under the caption “RISK FACTORS.”

Municipal Bond Rating and Municipal Bond Insurance: The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made. Applications have been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter at the Underwriter’s expense. See “DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions of Delivery” herein. It should be noted that there are risk factors related to the purchase of municipal bond insurance. See “RISK FACTORS” in the Preliminary Official Statement.

Reservation of Rights: The District reserves the right to reject any and all bids and to waive any and all irregularities, except time of filing.

Not an Offer to Sell: This OFFICIAL NOTICE OF SALE does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM.

Registration and Qualification of Bonds for Sale: The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, and the Bonds have not been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions. By submission of its bid, the Underwriter represents that the sale of the Bonds in states other than the State of Texas will be made pursuant to exemptions from registration or qualification, or where necessary, the Underwriter will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The District agrees to cooperate with the Underwriter, at the Underwriter’s written request and expense, in registering or qualifying the Bonds or obtaining an exemption from registration or qualification (other than filing a consent to service of process in such state), in any state where such action is necessary.

Section 149(a) of the Code requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owners’ income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered bond will be issued for each maturity of the Bonds and will be deposited with DTC. See “BOOK-ENTRY-ONLY SYSTEM.” So long as any Bonds remain outstanding, the District will maintain at least one Paying Agent/Registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Additional Copies of Documents: Additional copies of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM may be obtained from the Financial Advisor, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046.

Mr. Uri Geva
President, Board of Directors
Rock Prairie Management District No. 2

OFFICIAL BID FORM

President and Board of Directors
Rock Prairie Management District No. 2
c/o Masterson Advisors LLC
3 Greenway Plaza, Suite 1100
Houston, Texas 77046

Board Members:

We have read in detail the OFFICIAL NOTICE OF SALE and PRELIMINARY OFFICIAL STATEMENT dated February 21, 2024, relating to the \$1,600,000 Rock Prairie Management District No. 2 (the "District") Unlimited Tax Road Bonds, Series 2024 (the "Bonds"). We realize that the Bonds involve certain investment considerations, and we have made inspections and investigations as we deem necessary relating to the District and to the investment quality of the Bonds.

For your legally issued Bonds, as described in the "PRELIMINARY OFFICIAL STATEMENT," and pursuant to the terms and condition of the sale of the Bonds described in the "OFFICIAL NOTICE OF SALE," we will pay you a price of \$_____, representing _____% of the principal amount. Such Bonds mature September 1, in each of the years and in the amounts and interest rates shown below:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026	\$ 40,000	_____ %	2039	\$ 65,000 *	_____ %
2027	45,000	_____ %	2040	65,000 *	_____ %
2028	45,000	_____ %	2041	70,000 *	_____ %
2029	45,000	_____ %	2042	70,000 *	_____ %
2030	50,000	_____ %	2043	75,000 *	_____ %
2031	50,000 *	_____ %	2044	75,000 *	_____ %
2032	50,000 *	_____ %	2045	80,000 *	_____ %
2033	55,000 *	_____ %	2046	80,000 *	_____ %
2034	55,000 *	_____ %	2047	85,000 *	_____ %
2035	55,000 *	_____ %	2048	85,000 *	_____ %
2036	60,000 *	_____ %	2049	90,000 *	_____ %
2037	60,000 *	_____ %	2050	90,000 *	_____ %
2038	60,000 *	_____ %			

* Subject to optional redemption on or after September 1, 2030.

Of the principal maturities set forth in the table above, we have created term bonds as indicated in the following table (which may include multiple term bonds, one term bond or no term bond if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

<u>Term Bond Maturity Date</u>	<u>Year of First Mandatory Redemption</u>	<u>Principal Amount of Term Bond</u>	<u>Interest Rate</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Gross Interest Cost from May 16, 2024 (the "Date of Delivery") \$ _____
Plus Dollar Amount of Discount (or Less: Dollar Amount of Premium) \$ _____
NET INTEREST COST \$ _____
NET EFFECTIVE INTEREST RATE _____ %

The initial Bonds shall be registered in the name of Cede & Co. as the nominee for The Depository Trust Company.

By submitting this bid, we agree to provide copies of the final OFFICIAL STATEMENT, and any amendments and supplements thereto, in accordance with the terms of the OFFICIAL NOTICE OF SALE and as required by Rule 15c2-12 of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board.

A Bank Cashier's Check payable to the order of the District in the amount of \$32,000 has been made available to you prior to the opening of this bid, as a Good Faith Deposit, and is submitted in accordance with the OFFICIAL NOTICE OF SALE.

The undersigned agrees to complete, execute, and deliver to the District by the Date of Delivery of the Bonds a certificate relating to the "issue price" of the Bonds in the form accompanying the OFFICIAL NOTICE OF SALE, with such changes thereto as may be acceptable to the District.

We agree to accept delivery of and make payment for the Bonds in immediately available funds at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 A.M., Houston, Texas time, on the Date of Delivery or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the "Official Notice of Sale." In addition, in the event less than all of the Bonds are sold to ultimate customers prior to the Date of Delivery of the Bonds, we will so notify the District on such date.

The District may not accept this bid until it has received from the bidder, if that bidder is a privately held entity, a completed and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC as provided for in the Official Notice of Sale will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

By executing this Bid Form, the bidder represents and verifies that, at the time of execution and delivery of this bid and through the term of this contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, by executing this Bid Form, the bidder also represents and certifies that, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any of the foregoing representations, verifications, and certifications during the term of this bid form shall survive termination of this bid form until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision hereof, notwithstanding anything herein to the contrary.

By executing this Bid Form, Bidder acknowledges the award of the Bonds is conditioned upon compliance by the Bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with this Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District.

By executing this Bid Form, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed in the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirements of the Office of the Attorney General. By executing this Bid Form, Bidder acknowledges that the District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed in the Bid Form.

Further, by executing this Bid Form, the bidder also agrees that it will maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

Respectfully submitted,

By: _____

Telephone Number: _____

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Rock Prairie Management District No. 2, this 11th day of April, 2024.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

BOND YEARS

Due: September 1, Annually
Dated: May 1, 2024

<u>Year</u>	<u>Principal</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2026	\$ 40,000	93.33	93.33
2027	45,000	150.00	243.33
2028	45,000	195.00	438.33
2029	45,000	240.00	678.33
2030	50,000	316.67	995.00
2031	50,000	366.67	1,361.67
2032	50,000	416.67	1,778.33
2033	55,000	513.33	2,291.67
2034	55,000	568.33	2,860.00
2035	55,000	623.33	3,483.33
2036	60,000	740.00	4,223.33
2037	60,000	800.00	5,023.33
2038	60,000	860.00	5,883.33
2039	65,000	996.67	6,880.00
2040	65,000	1,061.67	7,941.67
2041	70,000	1,213.33	9,155.00
2042	70,000	1,283.33	10,438.33
2043	75,000	1,450.00	11,888.33
2044	75,000	1,525.00	13,413.33
2045	80,000	1,706.67	15,120.00
2046	80,000	1,786.67	16,906.67
2047	85,000	1,983.33	18,890.00
2048	85,000	2,068.33	20,958.33
2049	90,000	2,280.00	23,238.33
2050	90,000	2,370.00	25,608.33
Total	\$ 1,600,000		
Average Maturity		16.005	

ISSUE PRICE CERTIFICATE

The undersigned, being a duly authorized representative of the underwriter or the manager of the syndicate of underwriters ("Purchaser") with respect to the purchase of \$1,600,000 Unlimited Tax Road Bonds, Series 2024, by Rock Prairie Management District No. 2 (the "District"), hereby certifies and represents, based on its records and information, as follows:

[If at least 3 qualified bids are received from underwriters]

1. On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.

2. The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

3. The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.

[If less than 3 qualified bids are received from underwriters]

1. [Other than the Bonds maturing in _____ ("Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms ("Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter ("Public") are the initial offering prices (the "Initial Offering Prices"), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Issue Price Certificate as **Schedule A**.]

[Include the following paragraphs 2 and 3 if there are Hold-the-Price Maturities]

2. On or before the first day on which there is a binding contract in writing for the sale of the Bonds ("Sale Date"), the Purchaser offered to the Public each [maturity of the Bonds having the same credit and payment terms ("Maturity")][Maturity of the Hold-the-Price Maturities] at the [Initial Offering Prices for such Maturity][initial offering prices for such Maturity ("Initial Offering Prices")], as set forth in **Schedule A** hereto. [A copy of the pricing wire or equivalent communication for the Bonds is attached to this Issue Price Certificate as **Schedule A**.]

3. As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells [at least ten percent ("Substantial Amount")][a Substantial Amount] of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.]

[Include the remaining paragraphs regardless of number of bids; revise numbering of paragraphs as appropriate]

4. As used hereinabove, the term "Underwriter" means (i) (A) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i)(A) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (ii) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (i) of this paragraph.

5. Please choose the appropriate statement:

() Purchaser will not purchase bond insurance for the Bonds.

() Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of \$_____ (the "Fee"). To the best of the undersigned's knowledge, information and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. [Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate.] The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

6. The undersigned has calculated the total underwriting spread on the Bonds to be \$ _____. As used herein, the term "total underwriting spread" means the cost for marketing and selling the Bonds, and includes (a) a total takedown of \$ _____, (b) a total management fee of \$ _____, (c) fees and expenses of underwriter's counsel in the estimated total amount of \$ _____, and (d) other expenses in the total estimated amount of \$ _____.

The undersigned understands that the foregoing information will be relied upon by District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Schwartz, Page & Harding, L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. The undersigned understands that the foregoing information will also be relied upon by the District and by Schwartz, Page & Harding, L.L.P. with respect to compliance with the requirements of Section 1202.008 of Chapter 1202, Texas Government Code, as amended. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this _____ day of _____, 2024.

Name of Underwriter

By: _____

Title: _____

PRELIMINARY OFFICIAL STATEMENT DATED FEBURARY 8, 2024

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the solicitation of initial bids to purchase the Bonds. Upon sale of the Bonds, the Official Statement will be completed and delivered to the Underwriter.

IN THE OPINION OF BOND COUNSEL, THE BONDS ARE VALID OBLIGATIONS OF ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, AND INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS EXISTING ON THE DATE OF SUCH OPINION SUBJECT TO THE MATTERS DESCRIBED UNDER "LEGAL MATTERS" HEREIN, INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATIONS. SEE "LEGAL MATTERS" HEREIN FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL.

THE BONDS HAVE BEEN DESIGNATED "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS. SEE "LEGAL MATTERS—Qualified Tax-Exempt Obligations."

BOOK-ENTRY-ONLY

\$1,600,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS

SERIES 2024

Dated: May 1, 2024

Due: September 1, as shown below

Interest Accrual Date: Date of Delivery

Principal of the bonds described above (the "Bonds") will be payable at maturity or earlier redemption at the principal payment office of the Paying Agent/Registrar, initially The Bank of New York Mellon Trust Co., N.A., Dallas, Texas (the "Paying Agent/Registrar"). Interest on the Bonds will accrue from the initial date of delivery (expected to be on or about May 16, 2024) (the "Delivery Date") and will be payable on March 1 and September 1 of each year commencing March 1, 2025 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued in fully registered form only in denominations of \$5,000 each or integral multiples thereof. The Bonds will be subject to redemption prior to their maturity, as shown below.

The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial Owners (as defined herein under "BOOK-ENTRY-ONLY SYSTEM") of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the DTC participants. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar, as herein defined, directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners. See "BOOK-ENTRY-ONLY SYSTEM."

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)	Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)
2026	\$ 40,000				2039	\$ 65,000 (c)			
2027	45,000				2040	65,000 (c)			
2028	45,000				2041	70,000 (c)			
2029	45,000				2042	70,000 (c)			
2030	50,000				2043	75,000 (c)			
2031	50,000 (c)				2044	75,000 (c)			
2032	50,000 (c)				2045	80,000 (c)			
2033	55,000 (c)				2046	80,000 (c)			
2034	55,000 (c)				2047	85,000 (c)			
2035	55,000 (c)				2048	85,000 (c)			
2036	60,000 (c)				2049	90,000 (c)			
2037	60,000 (c)				2050	90,000 (c)			
2038	60,000 (c)								

- (a) The Underwriter (as herein defined) may designate one or more maturities as term bonds. See accompanying "OFFICIAL NOTICE OF SALE" and "OFFICIAL BID FORM."
- (b) Initial reoffering yield represents the initial offering yield to the public, which has been established by the Underwriter for offers to the public and which may be subsequently changed by the Underwriter and is the sole responsibility of the Underwriter. The initial reoffering yields indicated above represent the lower of the yields resulting when priced to maturity or to the first call date.
- (c) The Bonds maturing on or after September 1, 2031 are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. See "THE BONDS—Redemption Provisions."
- (d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Underwriter shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

The Bonds, when issued, will constitute valid and legally binding obligations of Rock Prairie Management District No. 2 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District, as further described herein. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. Investment in the Bonds is subject to special investment considerations described herein. See "RISK FACTORS."

The Bonds are offered when, as and if issued by the District, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel. Delivery of the Bonds in book-entry form through DTC is expected on or about May 16, 2024.

BIDS DUE: THURSDAY, APRIL 11, 2024 AT 9:45 A.M., HOUSTON TIME, HOUSTON, TEXAS
BID AWARD: THURSDAY, APRIL 11, 2024 AT 2:00 P.M., HOUSTON TIME, COLLEGE STATION, TEXAS

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended and in effect on the date hereof, this document constitutes an Official Statement with respect to the Bonds that has been “deemed final” by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, orders, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056 upon payment of the costs of duplication.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12, as amended.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that relevant information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Underwriter, and thereafter only as specified in “UPDATING OF OFFICIAL STATEMENT.”

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement. The summary should not be detached and should be used in conjunction with more complete information contained herein. A full review should be made of the entire OFFICIAL STATEMENT and of the documents summarized or described therein.

THE DISTRICT

Description and

Location The District was created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the “Act”) pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution. The District contains approximately 300 acres of land and is located on the east side of Texas State Highway 6 (“SH 6”) between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City of College Station. The district lies entirely within the corporate limits of the City of College Station (the “City”) and within the boundaries of the College Station Independent School District. See “THE DISTRICT” and “AERIAL PHOTOGRAPH.”

The Developers Approximately 120 acres of land within the District are currently being developed as Midtown City Center by College Station Town Center, Inc. (“CSTC”), a Texas corporation, which was created to own and develop property within the District. Currently, CSTC owns approximately 78 acres of land within the District, all of which is served with trunk utilities and has no vertical improvements.

Approximately 142 acres of land within the District are currently being developed as Midtown Reserve Subdivision by College Station Downtown Residential, LLC (“CSDR”), a Texas limited liability company, which was created to own and develop property within the District. Currently, CSDR owns approximately 95 acres within the District, all of which is served with trunk utilities and has no vertical improvements.

CSTC and CSDR are collectively referred to herein as the “Developers.” Neither the Developers nor any of their affiliates are obligated to pay any principal or interest on the Bonds. See “THE DEVELOPERS.”

The Developers have each entered into various Utility Development Agreements with the District to provide for the financing and construction of water, sewer, drainage and road facilities for the District. See “THE DEVELOPERS” and “TAX DATA—Principal Taxpayers.”

The remaining developable land in the District is owned by several property owners.

Status of Development Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 89 acres developed into 454 single family residential lots). Home construction began in 2019 and, as of January 19, 2024, the District consisted of 332 completed and occupied homes, 22 completed and unoccupied homes, 24 homes under construction, 1 model home, 75 vacant developed lots. Additionally, there are 99 lots under construction on approximately 15 acres with expected completion in the Summer of 2024. Homebuilding in the District is currently being conducted by DR Horton. New homes in the District range in price from \$278,000 to \$399,900.

Utility trunk facilities and roads have also been constructed to serve 95 acres of commercial and multi-family development within the District. Commercial development to date includes an office park located on approximately 11 acres, Accel at College Station, a 116-bed transitional care and rehabilitation facility located on approximately 8 acres, and Nine 50 Town Lake at Midtown, a 264-unit apartment complex located on approximately 14 acres which opened in February 2023. See “TAX DATA—Principal Taxpayers.” The remaining 62 acres of commercial and multi-family reserves do not have vertical construction.

The balance of the District consists of approximately 20 undeveloped but developable acres and approximately 81 undevelopable acres of easements, parks and rights-of-way. See “THE DISTRICT-Status of Development.”

Water and Wastewater Retail water and wastewater service for development within the District is provided by College Station Utilities (“CSU”). CSU holds the requisite certificates of convenience and necessity over the land within the District. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.”

THE FINANCING

<i>The Issue</i>	\$1,600,000 Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2024, dated May 1, 2024. The Bonds mature serially on September 1 in each of the years from 2026 through 2050, both inclusive, in the respective amounts and bearing interest at the rates for each maturity shown on the cover page hereof. Interest on the Bonds will accrue from the Delivery Date (expected to be May 16, 2024) and will be payable March 1 and September 1 of each year commencing March 1, 2025 until maturity or prior redemption and will be calculated on the basis of 360-day year consisting of twelve 30-day months. The Bonds maturing on or after September 1, 2031 are subject to optional redemption, in whole or, from time to time, in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. If less than all the Bonds are redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be selected by the District in integral multiples of \$5,000 in any one maturity. If less than all the Bonds within a maturity are redeemed, the Bonds to be redeemed shall be selected by DTC in accordance with its procedures. See “BOOK-ENTRY-ONLY SYSTEM” and “THE BONDS—Redemption Provisions.” The Bonds will be issued in fully registered form only, in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS.”
<i>Book-Entry-Only</i>	The Bonds will be registered in the name of, and delivered only to, Cede & Co., the nominee of DTC, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the Beneficial Owners. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC, which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. See “BOOK-ENTRY- ONLY SYSTEM.”
<i>Authority for Issuance</i>	The Bonds are the fourth series of bonds issued out of an aggregate of \$106,600,000 principal amount of unlimited tax bonds authorized by the District’s voters for the purpose of acquiring or constructing road facilities. The Bonds are issued pursuant to the Bond Order (as defined herein); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; the general laws of the State of Texas; Chapter 3909, Texas Special District Local Laws Code; Chapter 49 of the Texas Water Code, as amended; Chapter 375 of the Texas Local Government Code, as amended; and the consent of the City. See “THE BONDS—Authority for Issuance.”
<i>Source of Payment</i>	The Bonds are payable from a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. See “THE BONDS—Source and Security for Payment.”
<i>Use of Proceeds</i>	Proceeds of the Bonds will be used to finance items described herein under “USE AND DISTRIBUTION OF BOND PROCEEDS.” In addition, Bond proceeds will be used to capitalize twelve (12) months of interest on the Bonds; to pay interest on funds advanced by the Developers on behalf of the District; and to pay engineering fees and administrative costs and certain other costs related to the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”
<i>Payment Record</i>	The District has previously issued \$6,750,000 principal amount of unlimited tax road bonds in three series (the “Previously Issued Bonds”). The District has a total of \$6,620,000 principal amount of bonds outstanding as of February 1, 2024 (the “Outstanding Bonds”). The District has never defaulted on the debt service payments on the Previously Issued Bonds.
<i>Municipal Bond Rating and Municipal Bond Insurance</i>	The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made. Applications have been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter at the Underwriter’s expense. See “RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance” and “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE.”

<i>Qualified Tax-Exempt Obligations</i>	The District has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended. See “LEGAL MATTERS—Qualified Tax-Exempt Obligations.”
<i>Bond Counsel</i>	Schwartz, Page & Harding, L.L.P., Houston, Texas.
<i>Engineer</i>	EHRA Engineering, Houston, Texas and Schultz Engineering, LLC, College Station, Texas.
<i>Disclosure Counsel</i>	McCall, Parkhurst & Horton L.L.P, Houston, Texas.
<i>Financial Advisor</i>	Masterson Advisors LLC, Houston, Texas.
<i>Paying Agent/Registrar</i>	The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

RISK FACTORS

The purchase and ownership of the Bonds are subject to special investment considerations, and all prospective purchasers are urged to examine carefully the entire Official Statement with respect to the investment security of the Bonds, including particularly the section captioned “RISK FACTORS.”

FINANCIAL INFORMATION (UNAUDITED)

2023 Certified Taxable Assessed Valuation	\$129,122,850 (a)
Estimate of Taxable Assessed Valuation as of December 15, 2023	\$165,642,780 (b)

Gross Direct Debt Outstanding.....	\$8,220,000 (c)
Estimated Overlapping Debt	<u>7,406,401</u>
Total Gross Direct Debt and Estimated Overlapping Debt.....	\$15,626,401

Ratios of Gross Direct Debt to:	
2023 Certified Taxable Assessed Valuation	6.37%
Estimate of Taxable Assessed Valuation as of December 15, 2023.....	4.96%

Ratios of Gross Direct and Estimated Overlapping Debt to:	
2023 Certified Taxable Assessed Valuation.....	12.10%
Estimate of Taxable Assessed Valuation as of December 15, 2023.....	9.43%

2023 Debt Service Tax Rate	\$0.32
2023 Maintenance Tax Rate	<u>0.18</u>
Total	\$0.50

Average Annual Debt Service Requirement (2025-2050).....	\$504,280 (d)
Maximum Annual Debt Service Requirement (2027)	\$546,688 (d)

Tax Rate Required to Pay Average Annual Debt Service (2025-2050) at a 95% Collection Rate	
Based upon 2023 Certified Taxable Assessed Valuation	\$0.42
Based upon Estimate of Taxable Assessed Valuation as of December 15, 2023	\$0.33
Tax Rate Required to Pay Maximum Annual Debt Service (2027) at a 95% Collection Rate	
Based upon 2023 Certified Taxable Assessed Valuation	\$0.45
Based upon Estimate of Taxable Assessed Valuation as of December 15, 2023	\$0.35

Status of Residential Development as of January 19, 2024 (e):	
Total Homes Completed (including 332 occupied).....	354
Homes Under Construction	24
Model Homes	1
Vacant Developed Lots	75
Lots Under Construction	99
Multi-Family (264 units)	

Estimated 2024 Population.....	1,690(f)
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|-----|--|
| (a) | As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAXING PROCEDURES." |
| (b) | Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on December 15, 2023. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAXING PROCEDURES." |
| (c) | After giving effect to issuance of the Bonds. See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds." |
| (d) | See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Debt Service Requirements." |
| (e) | See "THE DISTRICT—Land Use" and "Status of Development." |
| (f) | Based upon 3.5 persons per occupied single-family residence and 2 persons per occupied multi-family residence. |

PRELIMINARY OFFICIAL STATEMENT

\$1,600,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS

SERIES 2024

This Official Statement provides certain information in connection with the issuance by Rock Prairie Management District No. 2 (the “District”) of its \$1,600,000 Unlimited Tax Road Bonds, Series 2024 (the “Bonds”).

The Bonds are issued pursuant to a Bond Order authorizing the issuance of the Bonds (the “Bond Order”) adopted by the Board of Directors of the District (the “Board”); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; Chapter 3909 of the Texas Local Government Code, as amended; the general laws of the State of Texas relating to the issuance of bonds by political subdivisions, including Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; and the consent of the City of College Station (the “City” or “College Station”).

This Official Statement includes descriptions, among others, of the Bonds and the Bond Order, and certain other information about the District and College Station Town Center, Inc. and College Station Downtown Residential, LLC (collectively, the “Developers”), the developers of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from the District upon payment of the costs of duplication therefor.

THE BONDS

General

The following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Order. The Bond Order authorizes the issuance and sale of the Bonds and prescribes the terms, conditions and provisions for the payment of the principal of and interest on the Bonds by the District.

Description

The Bonds will be dated May 1, 2024, with interest payable on March 1, 2025, and on each September 1 and March 1 thereafter (each an “Interest Payment Date”) until the earlier of maturity or redemption. Interest on the Bonds initially accrues from the Delivery Date (expected to be May 16, 2024) of the Bonds to the Underwriter thereof, and thereafter, from the most recent Interest Payment Date. The Bonds mature on September 1 in each of the years and in the amounts shown under “MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS” on the cover page hereof. The Bonds are issued in fully registered form only in denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Bonds will be registered and delivered only to The Depository Trust Company, New York, New York (“DTC”), in its nominee name of Cede & Co., pursuant to the book-entry system described herein (“Registered Owners”). No physical delivery of the Bonds will be made to the purchasers thereof. See “BOOK-ENTRY-ONLY SYSTEM.” Interest calculations are based upon a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

Authority for Issuance

At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in unlimited tax bonds for the purpose of acquiring or constructing road facilities. The Bonds constitute the fourth issuance of bonds from such authorization. After the issuance of the Bonds, a total of \$98,250,000 in principal amount of unlimited tax bonds for road facilities will remain authorized but unissued. The Bonds are issued by the District pursuant to the terms and provisions of the Bond Order; Article III, Section 52 of the Texas Constitution; Chapter 3909, Texas Special District Local Laws Code, as amended; the general laws of the State of Texas, including without limitation Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; the consent of the City; and an election held within the District as described above. At the above-described election, voters in the District also authorized a total of \$71,400,000 in unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities. The District has not issued any bonds from such authorization. See “Issuance of Additional Debt” below.

Source and Security for Payment

The Bonds, together with the Outstanding Bonds and any additional bonds payable from ad valorem taxes, are secured by and payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District. See "TAXING PROCEDURES." Investment in the Bonds involves certain elements of risk, and all prospective purchasers are urged to examine carefully this Official Statement with respect to the investment security of the Bonds. See "RISK FACTORS." The Bonds are obligations solely of the District and are not obligations of the City of College Station, Brazos County, the State of Texas, or any political subdivision or entity other than the District.

Funds

The Bond Order confirms the prior creation of the District's Debt Service Fund, including the sub-accounts which are used to separate funds received to pay debt service on bonds issued to finance water, wastewater and storm drainage facilities ("WSD Bonds") from funds received to pay debt service on bonds issued to finance road facilities ("Road Bonds"). The Bond Order also confirms the District's Construction Fund, including the sub-accounts which are used to separate proceeds from WSD Bonds and Road Bonds. An amount equal to twelve months of interest on the Bonds will be deposited from the proceeds from sale of the Bonds into the sub-account of the Debt Service Fund created in respect of Road Bonds. All remaining proceeds of the Bonds will be deposited in the sub-account of the Construction Fund created in respect of Road Bonds.

The proceeds from all taxes levied, appraised and collected for and on account of the Bonds authorized by the Bond Order shall be deposited, as collected, into the sub-account of the Debt Service Fund created in respect of Road Bonds. The Debt Service Fund, which constitutes a trust fund for the benefit of the owners of the Outstanding Bonds, the Bonds and any additional tax bonds issued by the District, is to be kept separate from all other funds of the District, and funds in the sub-accounts created in respect of Road Bonds are to be used for payment of debt service on the Bonds and any of the District's duly authorized Road Bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or part from taxes. Amounts on deposit in the sub-accounts of the Debt Service Fund created in respect of Road Bonds may also be used to pay the fees and expenses of the Paying Agent/Registrar, to defray the expenses of assessing and collecting taxes levied for payment of interest on and principal of the Bonds, the Outstanding Bonds and any of the Districts duly authorized additional bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or in part from taxes, and to pay any tax anticipation notes issued in respect of debt service due to or become due on Road Bonds, together with interest thereon, as such tax anticipation notes become due. Funds otherwise on deposit in the Debt Service Fund, including funds in a sub-account created in respect of WSD Bonds, will not be allocated to the payment of the Bonds.

Record Date

The record date for payment of the interest on any regularly scheduled interest payment date is defined as the 15th day of the month (whether or not a business day) preceding such interest payment date.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2031, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on September 1, 2030, or any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If fewer than all of the Bonds are to be redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds shall be selected by DTC in accordance with its procedures. See "BOOK-ENTRY-ONLY SYSTEM." Notice of each exercise of the reserved right of optional redemption shall be given by the Paying Agent/Registrar at least thirty (30) calendar days prior to the redemption date, in the manner specified in the Bond Order.

By the redemption date, due provision shall be made with the Paying Agent/Registrar for payment of the principal of the Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Method of Payment of Principal and Interest

The Board has appointed The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas, as the initial Paying Agent/Registrar for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid. See "BOOK-ENTRY-ONLY SYSTEM."

Registration

Section 149(a) of the Internal Revenue Code of 1986, as amended, requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owner's income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered Bond will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK- ENTRY-ONLY SYSTEM." So long as any Bonds remain outstanding, the District will maintain at least one paying agent/registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Replacement of Paying Agent/Registrar

Provision is made in the Bond Order for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall be required to accept the previous Paying Agent/Registrar's records and act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a duly qualified and competent trust or banking corporation or organization organized and doing business under the laws of the United States of America or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or state banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission.

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is quoted from Section 49.186 of the Texas Water Code, and is applicable to the District:

“(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.

(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them.”

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations or investment criteria which apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Issuance of Additional Debt

The District's voters have authorized the issuance of a total of \$106,600,000 unlimited tax bonds for the purpose of acquiring or constructing road facilities and could authorize additional amounts. Following the issuance of the Bonds, the District will have \$98,250,000 of unlimited tax bonds authorized but unissued for said improvements and facilities. The District's voters have also authorized the issuance of a total of \$71,400,000 unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities, and could authorize additional amounts. The District voters have authorized a total of \$178,000,000 unlimited tax refunding bonds for the purpose of refunding outstanding bonds of the District and could authorize additional amounts. No bonds have been issued from said unlimited tax water, sanitary sewer, and drainage facilities authorization and unlimited tax refunding authorizations.

The Bond Order imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount ultimately issued by the District.

Financing Road Facilities

Pursuant to provisions of the Texas Constitution and the Act, as defined herein, the District is authorized to develop and finance with property taxes certain road facilities following a successful District election to approve the issuance of road bonds payable from taxes. At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in principal amount of unlimited tax bonds for acquiring and constructing road facilities. The Bonds are the fourth series of bonds issued from said authorization. After issuance of the Bonds, the District will have \$98,250,000 principal amount of unlimited tax bonds for acquiring or constructing road facilities authorized but unissued for said improvements and facilities. See “—Issuance of Additional Debt” herein and “RISK FACTORS – Future Debt.” Issuance of additional bonds for road facilities may dilute the security for the Bonds.

Financing Recreational Facilities

The District is authorized to finance, operate, maintain and construct certain recreational facilities; provided, however, the District may not issue bonds payable from ad valorem taxes for said recreational facilities.

Abolishment

Under Texas law, the District may be abolished and dissolved by the City without the District's consent; provided, however, the City's right to dissolve the District is limited by the terms set forth in the Utility Agreement. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.” If the District is abolished, the City will assume the District's assets and obligations (including the Bonds) and abolish the District within ninety (90) days thereafter. Prior to abolishment and dissolution by the City, the District shall have the opportunity to discharge any obligations of the District by selling its bonds or by causing the City to sell bonds of the City in an amount necessary to discharge such obligations. Abolishment of the District by the City is a policymaking matter within the discretion of the Mayor and the City Council of the City, and, therefore, the District makes no representation that abolishment will or will not occur. Moreover, no representation is made concerning the ability of the City of College Station to make debt service payments should abolishment occur.

Remedies in Event of Default

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Registered Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Certain traditional legal remedies may also not be available. See “RISK FACTORS—Registered Owners' Remedies.”

Defeasance

The Bond Order provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) for obligations of the District payable from revenues or from ad valorem taxes or both, or a commercial bank or trust company designated in the proceedings authorizing such discharge amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book entry form and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Order.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Bond Order does not contractually limit such investments, Registered Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, (“DTC”) while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book- Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District or the Financial Advisor take any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a rating of “AA+” from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Underwriters take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District is a municipal management district created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the "Act") pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution, and operates under the provisions of the Act, Chapter 49, Texas Water Code, as amended, Chapter 375, Texas Local Government Code, as amended, and other general statutes of Texas applicable to municipal management districts. The District contains approximately 300 acres of land and is located on the east side of Texas State Highway 6 (the "SH 6") between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City. The District lies entirely within the corporate limits of the City and within the boundaries of the College Station Independent School District. See "AERIAL PHOTOGRAPH." The District is subject to the continuing supervisory jurisdiction of the Texas Commission on Environmental Quality ("TCEQ").

The District is empowered, among other things, to finance, purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is also empowered to construct and finance certain road facilities. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities. The District may also provide solid waste disposal and collection services. Additionally, the District is empowered to finance, operate, maintain and construct recreational facilities, but may not issue bonds payable from ad valorem taxes therefor. See "THE BONDS-Issuance of Additional Debt" and "-Financing Road Facilities."

The TCEQ exercises continuing supervisory jurisdiction over the District with respect to water, wastewater and drainage projects. The District is required to observe certain requirements of the City which, along with Texas law, limit the purposes for which the District may sell bonds for the acquisition, construction, and improvement of facilities and the refunding of outstanding debt obligations; limit the net effective interest rate on such bonds and other terms of such bonds; and require certain public facilities to be designed in accordance with applicable City standards. Construction and operation of the District's facilities are subject to the regulatory jurisdiction of additional government agencies. See "UTLILTY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

Land Use

<u>Single-Family Residential</u>	Approximate <u>Acres</u>	<u>Lots</u>
Midtown Reserve Subdivision:		
Phase 100.....	5	26
Phase 102.....	9	62
Phase 104.....	5	36
Phase 105.....	10	69
Phase 106.....	7	50
Phase 107.....	8	48
Phase 200.....	9	49
Phase 201.....	7	55
Phase 601.....	7	14
Phase 404A.....	2	1
Phase 109 & 112.....	20	44
Phase 110 (a).....	12	78
Phase 111 (a).....	3	21
Subtotal.....	<u>104</u>	<u>553</u>
<i>Developed Commercial (Office Park and Rehab Center)</i>	19	---
<i>Commercial Reserves served with Trunk Utilites (no vertical)</i>	62	---
<i>Multi-family Reserves (b)</i>	14	---
<i>Remaining Developable Acreage</i>	20	---
<i>Non-Developable (Easements, Parks and Rights-of-way)</i>	<u>81</u>	<u>---</u>
Total	300	553

(a) Lots currently under construction with expected completion in the summer of 2024

(b) A 264-unit apartment complex completed construction and opened in February 2023.

Status of Development

Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 89 acres developed into 454 single family residential lots). Home construction began in 2019 and, as of January 19, 2024, the District consisted of 332 completed and occupied homes, 22 completed and unoccupied homes, 24 homes under construction, 1 model home, 75 vacant developed lots. Additionally, there are 99 lots currently under construction on approximately 15 acres with expected completion in the Summer of 2024. Homebuilding in the District is currently being conducted by DR Horton. New homes in the District range in price from \$278,000 to \$399,900.

Utility trunk facilities and roads have also been constructed to serve 95 acres of commercial and multi-family development within the District. Commercial development to date includes an office park located on approximately 11 acres, Accel at College Station, a 116-bed transitional care and rehabilitation facility located on approximately 8 acres, and Nine 50 Town Lake at Midtown, a 264-unit apartment complex located on approximately 14 acres which opened in February 2023. See "TAX DATA—Principal Taxpayers." The remaining 62 acres of commercial and multi-family reserves do not have vertical construction.

The balance of the District consists of approximately 20 undeveloped but developable acres and approximately 81 undevelopable acres of easements, parks and rights-of-way.

Future Development

Approximately 20 developable acres of land in the District are not yet fully served with the water, sanitary sewer, drainage, storm sewer or road facilities necessary for the construction of taxable improvements. While the Developers anticipate future development of this acreage as business conditions warrant, there can be no assurances if and when any of such undeveloped land will ultimately be developed. The District anticipates issuing additional bonds to accomplish full development of the District. See "RISK FACTORS—Possible Impact on District Tax Rates." The Engineer has stated that under current development plans, the remaining authorized but unissued bonds (\$98,250,000 principal amount for road facilities and \$71,400,000 principal amount for water, sanitary sewer, drainage facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and road facilities required for full development of the District.

UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility and Road Agreement between the City and the District, dated as of February 17, 2015 (the "Utility Agreement"). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of the City, the water distribution, wastewater collection, storm water, and road facilities, to serve development occurring within the boundaries of the District (the "Facilities"). The District has agreed to convey, and the City has agreed to accept, the Facilities, except for stormwater detention facilities and recreational facilities, for operation and maintenance at the sole cost of the City in consideration for the District's financing, acquisition and construction of the Facilities. It is the City's obligation to set rates and charges for the use of the Facilities and to bill and collect such rates and charges from customers of the Facilities. The City agrees to charge residents of the District equal and uniform water and wastewater rates as those users of similar classifications in non-municipal utility district areas of the City. All revenues from the Facilities belong exclusively to the City. The Utility Agreement provides that the Facilities shall be designed and constructed in accordance with the City's requirements and criteria.

The City agrees to provide the District with its ultimate requirements for water supply capacity and wastewater treatment capacity without capital charges of any kind. The City has covenanted to maintain the Facilities, or cause the Facilities to be maintained, in good condition and working order and to operate the same, or cause the same, to be operated in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The City has also covenanted to comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental or judicial body promulgating the same.

Under the Utility Agreement, the District is authorized to issue bonds to finance the construction and acquisition of the Facilities. The Bonds must be approved by the City to the extent that such issuance complies with the City's policy related to municipal management districts.

The District is authorized by the Act to construct, maintain and finance recreational facilities with the use of any available funds, and the City has consented to the use of any available funds for such purposes in Resolution No. 07-09-15-02 dated July 9, 2015 as amended by Resolution No. 03-11-21-3.8 dated March 11, 2021. Pursuant to an Interlocal Agreement between the District and the City dated March 11, 2021, the neighborhood park(s) and/or community park(s) within the District will be dedicated to the City per the City's Unified Development Ordinance, but operated and maintained by the District. Pursuant to the Utility Agreement, said recreational facilities will not be conveyed to the City.

The City's right to dissolve the District is restricted under the Utility Agreement. Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until the Infrastructure and Economic Development Agreement between the City and CSTC, and as partially assigned to the District and CSDR, has expired or has been terminated. The City has also agreed to afford the District the opportunity to discharge any remaining District obligations under any existing Utility Development Agreement with a developer in the District by authorizing the sale of bonds during a dissolution transition period or selling bonds of the City in an amount adequate to discharge the District's obligations.

MANAGEMENT OF THE DISTRICT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. Directors serve staggered four-year terms and are appointed by the City based on nominations from the Board. All of the directors are qualified to serve the District. The Directors of the District are listed below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Uri Geva	President	June 2027
Hays Glover	Vice President	June 2027
Mark Lindemulder	Secretary	June 2027
Logan Lee	Assistant Vice President	June 2025
Samuel Kerbel	Assistant Secretary	June 2025

The District has no full-time employees but instead contracts with the entities described below for professional services:

Tax Assessor/Collector

Land and improvements in the District are being appraised for taxation by the Brazos Central Appraisal District. The District contracts with B&A Municipal Tax Service, LLC to act as Tax Assessor/Collector for the District.

Bookkeeper

The District contracts with Municipal Accounts & Consulting, L.P. (the “Bookkeeper”) for bookkeeping services for the District.

Engineer

The consulting engineers for the District in connection with the design and construction of the District’s facilities are EHRA Engineering and Schultz Engineering, LLC (collectively, the “Engineer”).

Auditor

The District retains an independent auditor to audit the District’s financial statements annually, which if required by the Texas Water Code, are filed with the Commission. The financial statements of the District, as of May 31, 2023, and for the fiscal year then ended, included in this official statement, have been audited by FORVIS, LLP, independent auditors, as stated in their report appearing herein. See “APPENDIX A” for a copy of the District’s May 31, 2023 audited financial statements.

Bond Counsel and General Counsel

Schwartz, Page & Harding, L.L.P. (“Bond Counsel”) serves as bond counsel to the District. The fee to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. In addition, Schwartz, Page & Harding, L.L.P. serves as general counsel to the District on matters other than the issuance of bonds.

Disclosure Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P. as disclosure counsel (“Disclosure Counsel”). The fees paid to Disclosure Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

Financial Advisor

Masterson Advisors LLC (the “Financial Advisor”) serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon the sale and delivery of the Bonds.

THE DEVELOPERS

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other developer or third parties. A developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Prospective purchasers of the Bonds should note that the prior real estate experience of the Developers should not be construed as an indication that further development within the District will occur, or that construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate. No representation is made as to the relative success of any of the projects mentioned above, and no assurance as to the future performance of the Developer should be inferred. Prospective purchasers are urged to inspect the District in order to acquaint themselves with the nature of the Developer's business activities. See "RISK FACTORS – Dependence on Principal Taxpayers."

The Developers

Approximately 120 acres within the District is being developed as Midtown City Center by College Station Town Center, Inc., a Texas corporation ("CSTC"), which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is the President of CSTC and an owner of a portion of CSTC. Currently, CSTC owns approximately 78 acres of land within the District, all of which is served with trunk utilities and has no vertical improvements.

Approximately 142 acres of land within the District is being developed as Midtown Reserve for single family purposes by College Station Downtown Residential LLC ("CSDR"), a Texas limited liability company, which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is a director of DM-CSDR Inc., which is a member of CSDR. Currently, CSDR owns approximately 95 acres within the District, all of which is served with trunk utilities and has no vertical improvements.

Acquisition and Development Financing

To obtain land acquisition and development financing for the land it owns within the District, CSTC entered into a loan agreement with Crockett National Bank, which has been refinanced with a Loan from VeraBank, N.A.. Pursuant to such loan agreement with VeraBank, N.A., CSTC may obtain advances for the installation of roads and utilities within the District in an amount not to exceed \$10,200,000 in the aggregate. Advances under such loan agreement are subject to a deed of trust on CSTC's land within the District and are guaranteed by its principals. Pursuant to such loan agreement, the note payable to VeraBank, N.A. has a maturity date of September 9, 2024. As of January 1, 2024, the outstanding balance on the note was \$8,178,981. The owners of CSTC have also financed a portion of the acquisition and development cost.

To obtain land acquisition and development financing for the single-family residential land, CSDR entered into a loan agreement with The Bank and Trust. The loan with The Bank and Trust has been paid off and no other debt is in place at this time.

THE ROADS

Bond proceeds will be used to finance a portion of the construction and paving of streets for Midtown Reserve Phase 201 and Midtown Reserve Phase 105 and other road facilities to serve Midtown Reserve within the District.

All roadways are designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

The roads within the District lie within the public right-of-way. In addition to the roadway, public utilities such as underground water, sewer and drainage facilities are located within the right-of-way. The right-of-way is also shared by streetlights, sidewalks, and franchise utilities (including power, gas, telephone, fiber, and cable).

USE AND DISTRIBUTION OF BOND PROCEEDS

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$1,127,483 is estimated for construction costs, \$338,577 is estimated for non-construction costs, and \$133,940 is estimated for issuance costs and fees. The actual amounts to be reimbursed by the District and the non-construction costs will be finalized after the sale of the Bonds and completion of agreed-upon procedures by the District's auditor. The surplus funds, if any, may be expended for any lawful purpose for which surplus construction funds may be used, limited, however, to the purposes for which the Bonds were issued.

<u>CONSTRUCTION RELATED COSTS</u>	
Road Construction Costs	\$ 1,127,483
Total Construction Related Costs	\$ 1,127,483
<u>NON-CONSTRUCTION COSTS</u>	
Underwriter's Discount (estimated at 3%)	\$ 48,000
Capitalized Interest (estimated 12 months at 5.00%)	80,000
Developer Interest	210,577
Total Non-Construction Related Costs	\$ 338,577
<u>ISSUANCE COSTS AND FEES</u>	
Issuance Costs and Professional Fees	\$ 132,340
State Regulatory Fees	1,600
Total Issuance Costs and Fees	\$ 133,940
TOTAL BOND ISSUE	\$ 1,600,000

In the instance that estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for authorized purposes.

Future Debt

The Developers have financed the cost of creation of the District and the land, engineering and construction costs of underground utilities and roads to serve the District, as well as certain other District improvements. After reimbursement from proceeds of the sale of the Bonds, the Developers will have expended approximately \$15,361,000 (as of January 1, 2024) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developers for these costs to the extent allowed by the TCEQ, including payments to the City for the right to use additional capacity in the City's water supply and wastewater treatment facilities, if applicable. The District contains approximately 20 acres of developable land not presently served with water distribution, wastewater collection and storm drainage facilities or roads. It is anticipated that additional bonds will be issued to finance the construction of these facilities to serve this undeveloped acreage. The District can make no representation that any additional development will occur within the District. The Engineer has stated that the District's authorized but unissued bonds will be adequate, under present land use projections, to finance such improvements.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of Authorization	Purpose	Amount Authorized	Issued to Date	Amount Unissued
11/3/2015	Roads	\$ 106,600,000	\$ 8,350,000 (a)	\$ 98,250,000
11/3/2015	Roads Refunding	\$ 106,600,000	\$ -	\$ 106,600,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities	\$ 71,400,000	\$ -	\$ 71,400,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities Refunding	\$ 71,400,000	\$ -	\$ 71,400,000

(a) Includes the Bonds.

FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)

2023 Certified Taxable Assessed Valuation \$129,122,850 (a)
 Estimated Taxable Assessed Valuation as of December 15, 2023 \$165,642,780 (b)

Gross Direct Debt Outstanding (the Bonds and the Outstanding Bonds) \$8,220,000

Ratios of Gross Direct Debt to:

2023 Certified Taxable Assessed Valuation 6.37%
 Estimated Taxable Assessed Valuation as of December 15, 2023 4.96%

Area of District: Approximately 300 acres
 Estimated 2024 Population: 1,690(c)

- (a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAXING PROCEDURES."
 (b) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on December 15, 2023. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAXING PROCEDURES."
 (c) Based on 3.5 persons per occupied single-family residence and 2 persons per occupied multi-family residence.

Cash and Investment Balances (unaudited as of February 8, 2024)

Operating Fund	Cash and Temporary Investments	\$_____ (a)
Road Debt Service Fund	Cash and Temporary Investments	\$255,695 (b)
Road Capital Projects Fund	Cash and Temporary Investments	\$0

- (a) See "RISK FACTORS—Operating Funds."
 (b) The District will capitalize twelve (12) months of interest on the Bonds, which will be deposited to the Road Bond Sub-Account within the District's Debt Service Fund. Neither Texas law nor the Bond Order requires the District to maintain any minimum balance in the Debt Service Funds. See "USE AND DISTRIBUTION OF BOND PROCEEDS."

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. The District's goal is to preserve principal and maintain liquidity while securing a competitive yield on its portfolio. Funds of the District will be invested in short term U.S. Treasuries, certificates of deposit insured by the Federal Deposit Insurance Corporation ("FDIC") or secured by collateral evidenced by perfected safekeeping receipts held by a third-party bank, and public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate owning, long term securities or derivative products in the District's investment portfolio.

Outstanding Bonds (as of February 1, 2024)

Series	Original Principal Amount	Outstanding Bonds 2/1/2024
2021 (a)	\$ 2,500,000	\$ 2,370,000
2022 (a)	2,500,000	2,500,000
2023 (a)	1,750,000	1,750,000
Total	\$ 6,750,000	\$ 6,620,000

- (a) Unlimited tax road bonds.

ESTIMATED OVERLAPPING DEBT STATEMENT

Estimated Overlapping Debt

Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas or other publicly available information. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon such information as being accurate or complete. Political subdivisions overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance, and/or general revenue purposes in addition to taxes for payment of their debt, and some are presently levying and collecting such taxes.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping	
			Percent	Amount
Brazos County.....	\$ 97,045,000	12/31/2023	0.43%	\$ 417,294
College Station ISD.....	324,710,000	12/31/2023	0.94%	3,036,039
City of College Station.....	435,360,000	12/31/2023	0.91%	3,953,069
Total Estimated Overlapping Debt.....				\$ 7,406,401
The District.....	8,220,000 (a)	Current	100.00%	8,220,000
Total Direct and Estimated Overlapping Debt.....				\$ 15,626,401
Ratio of Estimated Direct and Overlapping Debt to 2023 Certified Taxable Assessed Valuation.....				12.10%
Ratio of Estimated Direct and Overlapping Debt to Estimated Taxable Assessed Valuation as of December 15, 2023..				9.43%

(a) Includes the Bonds and the Outstanding Bonds.

Overlapping Taxes for 2023

Property within the District is subject to taxation by several taxing authorities in addition to the District. On January 1 of each year a tax lien attaches to property to secure the payment of all taxes, penalties and interest imposed on such property. The lien exists in favor of each taxing unit, including the District, having the power to tax the property. The District's tax lien is on a parity with tax liens of taxing authorities shown below. In addition to ad valorem taxes required to pay debt service on bonded debt of the District and other taxing authorities, certain taxing jurisdictions, including the District, are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Set forth below are all of the taxes levied for the 2023 tax year by all taxing jurisdictions overlapping the District and the 2023 tax rate of the District. No recognition is given to local assessments for civic association dues, fire department contributions, solid waste disposal charges or any other levy of entities other than political subdivisions.

	2023 Tax Rate per \$100 of Taxable <u>Assessed Valuation</u>
Brazos County.....	\$ 0.409700
College Station ISD.....	0.962200
City of College Station.....	0.513086
Total Overlapping Tax Rate.....	\$ 1.884986
The District.....	0.500000
Total Tax Rate.....	\$ 2.384986

TAX DATA

Debt Service Tax

The Board covenants in the Bond Order to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds and the Outstanding Bonds. For tax year 2023, the District has levied a tax rate of \$0.32 for debt service. See “Tax Rate Distribution” and “Tax Roll Information” below, and “TAXING PROCEDURES” and “RISK FACTORS—Factors Affecting Taxable Values and Tax Payment.”

Maintenance and Operations Tax

The Board has the statutory authority to levy and collect an annual ad valorem tax for the operation and maintenance of the District, if such a maintenance tax is authorized by the District’s voters. A maintenance tax election was held on November 3, 2015, and voters of the District authorized, among other things, the Board to levy a maintenance tax at a rate not to exceed \$1.00 per \$100 assessed valuation for general operations and maintenance costs. The District levied a \$0.18 maintenance and operations tax rate for 2023. A maintenance tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds. See “Debt Service Tax” above.

Tax Rate Distribution

	2023	2022	2021	2020	2019
Debt Service	\$ 0.320	\$ 0.380	\$ 0.330	\$ -	\$ -
Maintenance and Operations	0.180	0.120	0.170	0.500	0.500
Total	\$ 0.500	\$ 0.500	\$ 0.500	\$ 0.500	\$ 0.500

Historical Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to such records for further and more complete information.

Tax Year	Certified Taxable Assessed Valuation	Tax Rate	Total Tax Levy	Total Collections as of January 31, 2024	
				Amount	Percent
2018	\$ 9,892,250	\$ 0.500	\$ 49,461	\$ 49,461	100.00%
2019	14,659,986	0.500	73,300	73,300	100.00%
2020	23,533,362	0.500	117,667	117,667	100.00%
2021	43,391,211	0.500	216,956	216,956	100.00%
2022	72,781,528	0.500	363,908	361,828	99.43%
2023	129,122,850	0.500	645,614	587,064	90.93%

(a) In process of collections. Taxes for 2023 are due by January 31, 2024.

Taxes are due upon receipt of bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. No split payments are allowed, and no discounts are allowed.

Principal Taxpayers

The following table represents the principal taxpayers, the type of property, the certified taxable assessed value of such property and such property's certified assessed value as a percentage of the 2023 Certified Taxable Assessed Valuation of \$129,122,850, which represents ownership as of January 1, 2023. A principal taxpayer list related to the Estimated Taxable Assessed Valuation as of December 15, 2023 of \$165,642,780 is not available.

Taxpayer	Type of Property	2023 Certified Taxable Assessed Valuation	% of 2023 Certified Taxable Assessed Valuation
CS Midtown Holdings LP (a)	Land & Improvements	\$ 19,607,091	15.18%
LOA Brazos NH LLC (b)	Land & Improvements	8,101,462	6.27%
College Station Town Center Inc. (c)	Land & Improvements	4,426,640	3.43%
College Station Downtown Residential LLC (c)	Land	3,985,003	3.09%
Continental Homes of Texas LP (d)	Land & Improvements	2,619,537	2.03%
Midtown Adventures LLC	Land & Improvements	2,299,908	1.78%
Alamo College Station Residences LLC	Land & Improvements	2,013,304	1.56%
Individual	Land & Improvements	1,807,014	1.40%
4121 Midtown Office Park LLC	Land	1,607,115	1.24%
SEC Brazos Investments LLC	Land & Improvements	1,149,946	0.89%
Total		\$ 47,617,020	36.88%

(a) Nine 50 Town Lake at Midtown apartment complex.

(b) Accel at College Station Transitional Care and Rehabilitation Center.

(c) See "THE DEVELOPERS."

(d) d/b/a DR Horton.

Tax Roll Information

The District's assessed value as of January 1 of each year is used by the District in establishing its tax rate. See "TAXING PROCEDURES—Valuation of Property for Taxation". The following represents the composition of certified property comprising the 2021 through 2023 Certified Taxable Assessed Valuations. Differences in value from other information herein are due to differences in dates of information provided. A breakdown of the Estimated Taxable Assessed Valuation as of December 15, 2023 is not available.

	2023 Certified Taxable Valuation	2022 Certified Taxable Valuation	2021 Certified Taxable Valuation
Land	\$ 41,264,867	\$ 28,351,427	\$ 25,709,367
Improvements	90,792,084	45,885,345	17,711,363
Personal Property	140,373	120,621	608,274
Exemptions	(3,074,474)	(1,575,865)	(637,793)
Total Certified	\$ 129,122,850	\$ 72,781,528	\$ 43,391,211
Uncertified Value	-	-	-
Total	\$ 129,122,850	\$ 72,781,528	\$ 43,391,211

Tax Adequacy for Debt Service

The tax rate calculations set forth below are presented to indicate the tax rates per \$100 of taxable assessed valuation which would be required to meet average annual and maximum debt service requirements if no growth in the District's tax base occurred beyond the 2023 Certified Taxable Assessed Valuation of \$129,122,850 and the Estimated Taxable Assessed Valuation as of December 15, 2023 of \$165,642,780. The calculations contained in the following table merely represent the tax rates required to pay principal and interest on the Bonds and the Outstanding Bonds when due, assuming no further increase or any decrease in taxable assessed values in the District, collection of ninety-five percent (95%) of taxes levied, the sale of no additional bonds, and no other funds available for the payment of debt service. See "RISK FACTORS—Factors Affecting Taxable Values and Tax Payments."

Average Annual Debt Service Requirement (2025-2050)	\$504,280
\$0.42 Tax Rate on 2023 Certified Taxable Assessed Valuation at 95% collections.....	\$515,200
\$0.33 Tax Rate on Estimated Taxable Assessed Valuation as of December 15, 2023 at 95% collections	\$519,290
Maximum Annual Debt Service Requirement (2027)	\$546,688
\$0.45 Tax Rate on 2023 Certified Taxable Assessed Valuation at 95% collections.....	\$552,000
\$0.35 Tax Rate on Estimated Taxable Assessed Valuation as of December 15, 2023 at 95% collections	\$550,762

No representations or suggestions are made that the estimated values of land and improvements provided by the Appraisal District as of December 15, 2023, for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See "TAXING PROCEDURES."

TAXING PROCEDURES

Property Tax Code and County-Wide Appraisal District

The Texas Tax Code (the "Property Tax Code") requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas a single appraisal district with the responsibility for recording and appraising property for all taxing units within a county and a single appraisal review board with the responsibility for reviewing and equalizing the values established by the appraisal district. The Brazos Central Appraisal District (the "Appraisal District") has the responsibility for appraising property for all taxing units wholly within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos County Appraisal Review Board (the "Appraisal Review Board"). Under certain circumstances, taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Absent any such appeal, the appraisal roll, as prepared by the Appraisal District and approved by the Appraisal Review Board, must be used by each taxing jurisdiction in establishing its tax roll and tax rate. The District is eligible, along with all other conservation and reclamation districts within Brazos County, to participate in the nomination of and vote for a member of the Board of Directors of the Appraisal District.

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property and tangible personal property in the District is subject to taxation by the District; however, it is expected that no effort will be made by the District to collect taxes on personal property other than on personal property rendered for taxation, business inventories and the property of privately owned utilities. Principal categories of exempt property include: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; farm products owned by the producer; all oil, gas and mineral interests owned by an institution of higher education; certain property owned by exclusively charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; solar and wind-powered energy devices; and most individually owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years or older or under a disability for purposes of payment of disability insurance benefits under the Federal Old-Age Survivors and Disability Insurance Act to the extent deemed advisable by the Board. The District would be required to call an election on such residential homestead exemption upon petition by at least twenty percent (20%) of the number of qualified voters who voted in the District's preceding election and would be required to offer such an exemption if a majority of voters approve it at such election. For the 2024 tax year, the District has not granted any such exemptions. The District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 of assessed valuation depending upon the disability rating of the veteran, if such rating is less than 100%. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if (i) the residence homestead was donated by a charitable organization at no cost to the disabled veteran or, (ii) the residence

was donated by a charitable organization at some cost to the disabled veteran if such cost is less than or equal to fifty percent (50%) of the total good faith estimate of the market value of the residence as of the date the donation is made. Also, the surviving spouse of a member of the armed forces or a first responder (as defined under Texas law), who was (i) killed in action, or (ii) fatally injured in the line of duty, is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

A "Freeport Exemption" applies to goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining oil or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A "Goods-in-Transit" Exemption is applicable to certain tangible personal property, as defined by the Property Tax Code, acquired in or imported into Texas for storage purposes and which is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The exemption excludes oil, natural gas, petroleum products, aircraft and certain special inventory including dealer's motor vehicles, dealer's vessel and outboard motor vehicle, dealer's heavy equipment and retail manufactured housing inventory. The exemption applies to covered property if it is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit personal property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. However, taxing units who took official action as allowed by prior law before October 1, 2011, to tax goods-in-transit property, and who pledged such taxes for the payment of debt, may continue to impose taxes against the goods-in-transit property until the debt is discharged without further action, if cessation of the imposition would impair the obligations of the contract by which the debt was created. The District has not exercised its option to tax goods-in-transit personal property but may choose to do so in the future.

General Residential Homestead Exemption

Texas law authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) of the appraised value of residential homesteads, but not less than \$5,000 if any exemption is granted, from ad valorem taxation. The law provides, however, that where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. For the 2024 tax year, the District has not granted a general residential homestead exemption.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Assessments under the Property Tax Code are to be based upon one hundred percent (100%) of market value. The appraised value of residential homestead property may be limited to the lesser of the market value of the property, or the sum of the appraised value of the property for the last year in which it was appraised, plus ten percent (10%) of such appraised value multiplied by the number of years since the last appraisal, plus the market value of all new improvements to the property. Once an appraisal roll is prepared and approved by the Appraisal Review Board, it is used by the District in establishing its tax rate. The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraised values. The plan must provide for appraisal of all real property by the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to comply with the Property Tax Code. The District may challenge the exclusion of property from the appraisal rolls or the grant, in whole or in part, of an exemption.

Texas law provides for notice and hearing procedures prior to the adoption of an ad valorem tax rate by the District. Additionally, under certain circumstances, an election would be required to determine whether to approve the adopted total tax rate. See "TAXING PROCEDURES—Rollback of Operations and Maintenance Tax Rate." The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Agricultural, Open Space, Timberland and Inventory Deferment

The Property Tax Code permits land designated for agricultural use (including wildlife management), open space, or timberland to be appraised at its value based on the land's capacity to produce agriculture or timber products rather than at its fair market value. The Property Tax Code permits, under certain circumstances, that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of any of such designations must apply for the designation, and the Appraisal District is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions and not as to others. If a claimant receives the designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use for the three (3) years prior to the loss of the designation for agricultural, timberland or open space land. According to the District's Tax Assessor/Collector, as of January 1, 2023, approximately 58 acres of land within the District was designated for agricultural use, open space, inventory deferment, or timberland.

Tax Abatement

The City and Brazos County may designate all or part of the District as a reinvestment zone, and the District, Brazos County, and the City may thereafter enter into tax abatement agreements with the owners of property within the zone. The tax abatement agreements may exempt from ad valorem tax, by the applicable taxing jurisdictions, and by the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. According to the District's Tax Assessor/Collector, to date, none of the area within the District has been designated as a reinvestment zone.

Levy and Collection of Taxes

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. The District adopts its tax rate each year after it receives a tax roll certified by the Appraisal District. Taxes are due upon receipt of a bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. A delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid beginning the first calendar month it is delinquent. A delinquent tax also incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus a one percent (1%) penalty for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. However, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent, which penalty remains at such rate without further increase. If the tax is not paid by July 1, an additional penalty of up to the amount of the compensation specified in the District's contract with its delinquent tax collection attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District. With respect to personal property taxes that become delinquent on or after February 1 of a year and that remain delinquent sixty (60) days after the date on which they become delinquent, as an alternative to the penalty described in the foregoing sentence, an additional penalty on personal property of up to the amount specified in the District's contract with its delinquent tax attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District prior to July 1. The District's contract with its delinquent tax collection attorney currently specifies a twenty percent (20%) additional penalty. The District may waive penalties and interest on delinquent taxes only for the items specified in the Texas Property Tax Code. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency of taxes under certain circumstances. The owner of a residential homestead property who is (i) a person sixty-five (65) years of age or older, (ii) under a disability for purpose of payment of disability insurance benefits under the Federal Old Age Survivors and Disability Insurance Act, or (iii) qualifies as a disabled veteran under Texas law, is also entitled by law to pay current taxes on a residential homestead in installments or to defer the payment of taxes without penalty during the time of ownership. Additionally, a person who is delinquent on taxes for a residential homestead is entitled to an agreement with the District to pay such taxes in installments over a period of between 12 and 36 months (as determined by the District) when such person has not entered into another installment agreement with respect to delinquent taxes with the District in the preceding 24 months.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code classifies certain special purpose districts, including the District, differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as “Low Tax Rate Districts.” Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as “Developed Districts.” Districts that do not meet either of the classifications previously discussed can be classified herein as “Developing Districts.” The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below. See “SELECTED FINANCIAL INFORMATION” for a description of the District's current total tax rate.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Developing Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

The District

A determination as to a district's status as a Low Tax Rate District, Developed District or Developing District will be made by the Board of Directors on an annual basis. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation. For 2024, the District was designated as a Developing District.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property against which the tax is levied. In addition, on January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of other such taxing units. See “ESTIMATED OVERLAPPING DEBT STATEMENT.” A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien. Further, personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalties, and interest.

Except with respect to (i) owners of residential homestead property who are sixty-five (65) years of age or older or under a disability as described above and who have filed an affidavit as required by law and (ii) owners of residential homesteads who have entered into an installment agreement with the District for payment of delinquent taxes as described above and who are not in default under said agreement, at any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, or by taxpayer redemption rights (a taxpayer may redeem property that is a residence homestead or was designated for agricultural use within two (2) years after the deed issued at foreclosure is filed of record and may redeem all other property within six (6) months after the deed issued at foreclosure is filed of record) or by bankruptcy proceedings which restrict the collection of taxpayer debt. The District's ability to foreclose its tax lien or collect penalties and interest may be limited on property owned by a financial institution which is under receivership by the Federal Deposit Insurance Corporation pursuant to the Federal Deposit Insurance Act, 12 U.S.C. 1825, as amended. Generally, the District's tax lien and a federal tax lien are on par with the ultimate priority being determined by applicable federal law. See "RISK FACTORS—Tax Collection Limitations."

Tax Exemption Provided to Public Facility Corporations and Certain Lessees

Chapter 303 of the Texas Local Government Code (the "PFC Act") authorizes cities, counties, school districts, housing authorities and special districts (a "Sponsor") to create a sponsored Public Facility Corporation ("PFC") to acquire, construct, rehabilitate, renovate, repair, equip, furnish and place in service public facilities. These activities may be financed through certain obligations of either the Sponsor or the PFC. Under the PFC Act, a "public facility" includes any real, personal, or mixed property, or an interest in property devoted or to be devoted to public use, and authorized to be financed under the PFC Act. A public facility, including a leasehold estate in a public facility, that is owned by a PFC is exempt from taxation by the State or a municipality or other political subdivision of the State, including the District. This exemption applies to both ad valorem and sales taxes levied by such taxing authorities. Subject to certain restrictions, a leasehold or other possessory interest granted by the PFC to the user of a PFC-owned multifamily residential development entitles that user to this same exemption. The 88th Texas Legislature passed H.B. 2071, which became effective June 18, 2023, to amend the PFC Act. H.B. 2071 significantly revised the PFC Act's requirements for the lessee of a multifamily residential development to qualify for this exemption and provides that the exemption for such projects does not apply to taxes imposed by a conservation and reclamation district providing water, sewer or drainage services to the development, unless an agreement is entered into with the district concerning payments in lieu of taxation. Projects for which PFC or Sponsor approval was received prior to the effective date of H. B. 2071 are governed by the prior law and are not subject to the same requirements. The District is not aware of any public facilities located within the boundaries of the District that are either owned or leased by a PFC.

GENERAL FUND

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. The City operates the water and sewer system that serves the District, so the District collects no net revenues from operating the system. Such summary is based upon information obtained from the District's audited financial statements for fiscal years May 31, 2020 through 2023 and an unaudited summary from the District's bookkeeper for the eight month period ended January 31, 2024. Such figures are included for informational purposes only. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. See "RISK FACTORS—Operating Funds." Reference is made to "APPENDIX A" for further and complete information.

	6/1/2023 to 1/31/2024 (a)	Fiscal Year Ended May 31			
		2023	2022	2021	2020 (b)
Revenues					
Property Taxes		\$ 85,613	\$ 73,108	\$ 116,829	\$ 73,312
Penalty and Interest		-	-	1,738	3,092
Investment Income		-	-	66	54
Other Income	-	-	-	-	11,156
Total Revenues		\$ 85,613	\$ 73,108	\$ 118,633	\$ 87,614
Expenditures					
Professional Fees		\$ 116,642	\$ 86,214	\$ 94,471	\$ 97,192
Contracted Services		26,967	26,452	23,538	19,256
Repairs and Maintenance		87,212	8,084	-	-
Other Expenditures		14,332	11,489	13,843	9,001
Debt Issuance Costs		20,333	-	-	-
Total Expenditures	\$ -	\$ 265,486	\$ 132,239	\$ 131,852	\$ 125,449
Revenues Over (Under) Expenditures	\$ -	\$ (179,873)	\$ (59,131)	\$ (13,219)	\$ (37,835)
Other Sources (Uses)					
Developer Advances		\$ 173,000	\$ -	\$ 50,033	\$ 67,490
Interfund Transfer Out	-	-	(27,952)	-	-
Fund Balance (Beginning of Year)	\$ (23,316)	\$ (16,443)	\$ 70,640	\$ 33,826	\$ 4,171
Fund Balance (End of Year)	\$ (23,316)	\$ (23,316)	\$ (16,443)	\$ 70,640	\$ 33,826

(a) Unaudited. Provided by the District's bookkeeper.

(b) Initial audited financial statements.

DEBT SERVICE REQUIREMENTS

The following sets forth the debt service requirements for the Outstanding Bonds plus the estimated debt service requirements for the Bonds at an assumed interest rate of 5.00%. This schedule does not reflect the fact that an amount equal to twelve months of interest will be capitalized from Bond proceeds to pay debt service on the Bonds.

Year	Outstanding Bonds Debt Service Requirements	Plus: Debt Service on the Bonds			Total Debt Service Requirements
		Principal	Interest	Total	
2024	\$ 404,506				404,506
2025	430,913		\$ 106,667	\$ 106,667	537,579
2026	422,333	\$ 40,000	80,000	120,000	542,333
2027	423,688	45,000	78,000	123,000	546,688
2028	419,738	45,000	75,750	120,750	540,488
2029	415,368	45,000	73,500	118,500	533,868
2030	417,453	50,000	71,250	121,250	538,703
2031	413,943	50,000	68,750	118,750	532,693
2032	410,138	50,000	66,250	116,250	526,388
2033	412,238	55,000	63,750	118,750	530,988
2034	404,013	55,000	61,000	116,000	520,013
2035	405,688	55,000	58,250	113,250	518,938
2036	397,100	60,000	55,500	115,500	512,600
2037	393,256	60,000	52,500	112,500	505,756
2038	384,281	60,000	49,500	109,500	493,781
2039	385,306	65,000	46,500	111,500	496,806
2040	381,000	65,000	43,250	108,250	489,250
2041	381,563	70,000	40,000	110,000	491,563
2042	376,494	70,000	36,500	106,500	482,994
2043	371,288	75,000	33,000	108,000	479,288
2044	375,944	75,000	29,250	104,250	480,194
2045	369,944	80,000	25,500	105,500	475,444
2046	378,806	80,000	21,500	101,500	480,306
2047	371,600	85,000	17,500	102,500	474,100
2048	369,138	85,000	13,250	98,250	467,388
2049	361,313	90,000	9,000	99,000	460,313
2050	358,338	90,000	4,500	94,500	452,838
Total	\$ 10,635,383	\$ 1,600,000	\$ 1,280,417	\$ 2,880,417	\$ 13,515,799

Maximum Annual Debt Service Requirement (2027) \$546,688
Average Annual Debt Service Requirements (2025-2050) \$504,280

RISK FACTORS

General

The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station, or any entity other than the District. Payment of the principal of and interest on the Bonds depends upon the ability of the District to collect taxes levied on taxable property within the District in an amount sufficient to service the District's bonded debt or, in the event of foreclosure, on the value of the taxable property in the District and the taxes levied by the District and other taxing authorities upon the property within the District. See "THE BONDS—Source and Security of Payment." The collection by the District of delinquent taxes owed to it and the enforcement by Registered Owners (as hereinafter defined) of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property or that owners of the property will have the ability to pay taxes. See "Registered Owners' Remedies" below.

Specific Flood Type Risks

Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or drainage systems downstream.

Economic Factors and Interest Rates

A substantial percentage of the taxable value of the District results from the current market value of single-family residences, undeveloped land and developed lots, along with some commercial and multi-family development. The market value of such properties is related to general economic conditions affecting the demand for residences. Demand for residential lots of this type and the construction of homes thereon and the demand for commercial tracts of land can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See "Credit and Liquidity in the Financial Markets" below and "THE DISTRICT—Status of Development."

Credit Markets and Liquidity in the Financial Markets

Interest rates and the availability of mortgage and development funding have a direct impact on construction activity, particularly short-term interest rates at which landowners are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, particularly liquidity in the national credit markets, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the District is located approximately 5 miles south of the central business district of the City, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the City and regional economies and national credit and financial markets. A downturn in the economic conditions in the College Station area, including Texas A&M University, or a decline in the nation's real estate and financial markets could adversely affect development in the District and restrain the growth of or reduce the value of the District's property tax base.

Developers Obligation to the District

There are no commitments from or obligations of the Developers or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to construct taxable improvements on developed tracts of land could restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds the District will increase or maintain its taxable value.

Competition

The demand for and construction of single-family homes and commercial and multi-family improvements in the District could be affected by competition from other developments including other developments located in College Station. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District and in more established neighborhoods. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the Developers in the sale of developed lots and commercial tracts and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District. The District can give no assurance that building and marketing programs in the District by the Developers will be implemented or, if implemented, will be successful.

Maximum Impact on District Tax Rates

Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of owners of property within the District to pay their taxes. The 2023 Certified Taxable Assessed Valuation is \$129,122,850, and the Estimated Taxable Assessed Valuation as of December 15, 2023, is \$165,642,780. After issuance of the Bonds, the maximum annual debt service requirement will be \$546,688 (2027), and the average annual debt service requirement will be \$504,280 (2025-2050, inclusive). Assuming no increase or decrease from the 2023 Certified Taxable Assessed Valuation and the Estimated Taxable Assessed Valuation as of December 15, 2023, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of \$0.45 and \$0.42, respectively, based on the 2023 Certified Taxable Assessed Valuation and \$0.35 and \$0.33, respectively, based on the Estimated Taxable Assessed Valuation as of December 15, 2023, per \$100 of taxable assessed valuation at a ninety-five percent (95%) collection rate would be necessary to pay both the maximum annual debt service requirement and the average annual debt service requirements. See “DEBT SERVICE REQUIREMENTS.”

No representations or suggestions are made that the estimated values of land and improvements provided by the Appraisal District as of December 15, 2023 for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See “TAXING PROCEDURES.”

Undeveloped Acreage and Vacant Lots

There are approximately 62 acres of commercial and multi-family reserves served with trunk utilities where vertical improvements have not been constructed and approximately 20 acres of undeveloped but developable land within the District as of January 19, 2024. There are currently 75 vacant developed lots available for home construction owned by CSDR. The District makes no representation as to when or if development of this acreage will occur or that the lot sales and building program will be successful. Failure of the Developers to develop the developable land or of builders to construct homes in the developed lots could restrict the rate of growth of taxable values in the District. See “THE DISTRICT—Land Use.”

Operating Funds

The District’s only significant sources of revenue to pay its operating expenses are advances from the Developers and maintenance tax proceeds. The District does not receive water and sewer revenues. The District levied a 2023 operation and maintenance tax rate of \$0.18 per \$100 of assessed valuation. The District’s unaudited Operating Fund balance at February 8, 2024 was \$ _____. Attaining and maintaining a positive Operating Fund balance will depend upon (1) advances from the Developers and (2) continued development and increased amounts of maintenance tax revenue. In the event that funds are not made available by the Developers, the District will be required to levy a maintenance tax at a rate sufficient to fund its operating expenses. Such a tax, when added to the District’s debt service tax, may result in a total District tax in excess of similar developments and could adversely affect continued development of the District, as well as the willingness of taxpayers to pay taxes on their property. See “GENERAL FUND.”

Dependence on Principal Taxpayers

Based upon the certified 2023 tax rolls, the top ten taxpayers are responsible for approximately 36.88% of the District’s 2023 taxes (levied on \$129,122,850 in taxable property value). The principal taxpayer in the District is CS Midtown Holdings LP, the owner of the Nine 50 Town Lake at Midtown apartment complex, who is responsible for approximately 15.18% of the District’s 2023 taxes. The second largest taxpayer is LOA Brazos NH LLC, the owner of Accel at College Station, a transitional care and rehabilitation center, who is responsible for approximately 6.27% of the District’s 2023 taxes. The third and fourth largest taxpayers in the District are the Developers, which are responsible for approximately 3.43% and 3.09%, respectively, of the District’s 2023 taxes. The fifth largest taxpayer is Continental Homes of Texas LP, (d/b/a DR Horton) which is responsible for approximately 2.03% of the District’s 2023 taxes. See “THE DISTRICT - Status of Development,” “THE DEVELOPERS,” and “TAX DATA - Principal Taxpayers.” The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District will directly affect the District’s ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Order, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District’s available funds could have a material adverse effect upon the District’s ability to pay debt service on the Bonds on a current basis.

Future Debt

The District reserves in the Bond Order the right to issue the remaining \$98,250,000 principal amount of authorized but unissued unlimited tax bonds for the purpose of acquiring or constructing road facilities and \$106,600,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds, \$71,400,000 principal amount of unlimited tax bonds authorized but unissued for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and \$71,400,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds. The District may issue additional bonds which may be voted hereafter. After reimbursement from the proceeds of the sale of the Bonds, the Developers will have expended approximately \$15,361,000 (as of January 1, 2024) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and road facilities not yet reimbursed. See “THE BONDS-Issuance of Additional Debt.” The issuance of such obligations may adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Attorney General of Texas and the Board of the District and any bonds issued to acquire or construct water, sanitary sewer and drainage facilities must be approved by the Texas Commission on Environmental Quality (the “Commission”).

Environmental and Air Quality Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues: Air quality control measures required by the United States Environmental Protection Agency (the “EPA”) and the Texas Commission on Environmental Quality (the “TCEQ”) may impact new industrial, commercial and residential development in Brazos County. Under the Clean Air Act (“CAA”) Amendments of 1990, Brazos County has been designated an attainment/unclassifiable area under three separate federal ozone standards: the one-hour (124 parts per billion (“ppb”)) and eight hour (84 ppb) standards promulgated by the EPA in 1997 (the “1997 Ozone Standards”); the tighter, eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the “2008 Ozone Standard”), and the EPA’s most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the “2015 Ozone Standard”).

Although Brazos County is currently in attainment, Brazos County has been and continues to be near the non-attainment thresholds for ozone. Accordingly, it is possible that Brazos County could be re-classified as a nonattainment area should ozone levels increase. A designation of nonattainment for ozone or any other pollutant could negatively impact business due to additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow Brazos County to maintain attainment with the ozone standards. Such additional controls could have a negative impact on Brazos County’s economic growth and development.

Water Supply & Discharge Issues: Water supply and discharge regulations that certain special districts, including the District, may be required to comply with involve: (1) public water supply systems; (2) wastewater discharges from treatment facilities; (3) storm water discharges; and (4) wetlands dredge and fill activities. Each of these is addressed below:

Texas Pollutant Discharge Elimination System (“TPDES”) permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000) (“CGP”), with an effective date of March 5, 2023, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface water in the state. The CGP has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act (“CWA”) and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district’s ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued its General Permit for Phase II (Small) Municipal Storm Sewer Systems (the “MS4 Permit”) on January 24, 2019. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is not currently subject to the MS4 Permit, if the District’s inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of certain special districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the “waters of the United States.” The District must obtain a permit from the United States Army Corps of Engineers (“USACE”) if operations of the District require that wetlands be filled, dredged, or otherwise altered.

On May 25, 2023, the Supreme Court of the United States issued its decision in *Sackett v. EPA*, which clarified the definition of “waters of the United States” and significantly restricted the reach of federal jurisdiction under the CWA. Under the *Sackett* decision, “waters of the United States” includes only geographical features that are described in ordinary parlance as “streams, oceans, rivers, and lakes” and to adjacent wetlands that are indistinguishable from such bodies of water due to a continuous surface connection.

While the *Sackett* decision removed a great deal of uncertainty regarding the ultimate scope of “waters of the United States” and the extent of EPA and USACE jurisdiction, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements, in the future.

Tax Collection Limitations

The District’s ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District’s ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time consuming and expensive collection procedures, (b) a bankruptcy court’s stay of tax collection procedure against a taxpayer, or (c) market conditions limiting the proceeds from a foreclosure sale of taxable property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Attorney’s fees and other costs of collecting any such taxpayer’s delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor’s confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See “TAXING PROCEDURES—District’s Rights in the Event of Tax Delinquencies.”

Tax Exemption Provided to Lessees of Public Facility Corporations

As described in “TAXING PROCEDURES—Tax Exemption Provided to Lessees of Public Facility Corporations” herein, a multifamily residential development owned or leased by a Public Facility Corporation (“PFC”) is exempt from ad valorem taxation by the State and any other political subdivision of the State, including a municipal utility district such as the District. Chapter 303 of the Texas Local Government Code (the “PFC Act”), does not require any notice to, or consent by, any taxing jurisdictions that may be impacted by such exemption prior to the exemption being implemented. This tax-exempt lease structure has been utilized by Sponsors (as defined herein) to address the creation of affordable multifamily apartments, both through the development of new apartment projects and the acquisition of existing (and previously taxable) apartment projects. The District is not aware of any public facilities located within the boundaries of the District that are either owned or leased by a PFC. The District makes no representations or predictions regarding whether future public facilities will be created or established within the District’s boundaries by a Sponsor pursuant to the PFC Act.

Registered Owners' Remedies

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Beneficial Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Beneficial Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Beneficial Owners.

Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Order may not be reduced to a judgment for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Beneficial Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Beneficial Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

Bankruptcy Limitation to Registered Owners' Rights

Subject to the requirements of Texas law, the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Section 901-946, if the District: (1) is authorized to file for federal bankruptcy protection by Texas law; (2) is insolvent or unable to meet its debts as they mature; (3) desires to effect a plan to adjust such debts; and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Under Texas law, the District must also obtain the approval of the Commission prior to filing bankruptcy. Such law requires that the Commission investigate the financial conditions of the District and authorize the District to proceed only if the District has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, the District could file a voluntary bankruptcy petition under Chapter 9, thereby invoking the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning District relief from its creditors. While such a decision might be appealable, the concomitant delay and loss of remedies to the Registered Owner could potentially and adversely impair the value of the Registered Owner's claim.

If the District decides in the future to proceed voluntarily under the federal Bankruptcy Code, the District could develop and file a plan for the adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect the Registered Owners by reducing or eliminating the interest rate or the principal amount, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of such Registered Owner's claim against the District.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Order contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Order on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "LEGAL MATTERS—Tax Exemption."

Marketability

The District has no agreement with the Underwriter regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

Risk Factors Related to the Purchase of Municipal Bond Insurance

The District has applied for a bond insurance policy (the "Policy") to guarantee the scheduled payment of principal and interest on the Bonds. If the Policy is issued, investors should be aware of the following investment considerations:

The long-term ratings on the Bonds are dependent in part on the financial strength of the Bond Insurer (the “Insurer”) and its claim paying ability. The Insurer’s financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See description of “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE.”

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Underwriter has made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims paying ability of the Insurer, particularly over the life of the investment. See “MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE” for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Opinions

The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District and to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of such opinion, assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See “Tax Exemption” below. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property within the District. Bond Counsel's opinion will also address the matters described below.

In addition to serving as Bond Counsel, Schwartz, Page & Harding, L.L.P., also serves as counsel to the District on matters not related to the issuance of bonds. The legal fees to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of bonds actually issued, sold and delivered, and, therefore, such fees are contingent upon the sale and delivery of the Bonds. Certain legal matters will be passed upon for the District by McCall, Parkhurst & Horton L.L.P., Houston, Texas, as Disclosure Counsel.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Legal Review

In its capacity as Bond Counsel, Schwartz, Page & Harding, L.L.P., has reviewed the information appearing in this Official Statement under the captioned sections “THE BONDS,” “THE DISTRICT—General,” “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION,” “MANAGEMENT OF THE DISTRICT—Bond Counsel and General Counsel,” “TAXING PROCEDURES,” and “LEGAL MATTERS” solely to determine whether such information fairly summarizes the law and documents referred to therein. Such firm has not independently verified factual information contained in this Official Statement, nor has such firm conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the other information contained herein.

Tax Exemption

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”), (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof, and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under Section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the “Code”). Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Bonds.

In rendering its opinion, Bond Counsel will rely upon, and assume continuing compliance with, (a) certain information and representations of the District, including information and representations contained in the District's federal tax certificate issued in connection with the Bonds, and (b) covenants of the District contained in the Bond Order relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law, upon which Bond Counsel has based its opinion, is subject to change by Congress, administrative interpretation by the Department of the Treasury and to subsequent judicial interpretation. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Qualified Tax-Exempt Obligations

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligations, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a “bank,” as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District has designated the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations.” Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the aforementioned dollar limitation and the Bonds would not be “qualified tax-exempt obligations.”

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law which is subject to change or modification retroactively.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences. The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, including financial institutions, life insurance and property and casualty insurance companies, owners of interests in a FASIT, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health-insurance premium assistance credit, and individuals allowed an earned income credit. THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIFIC PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP, AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under Section 56A of the Code to calculate the alternative minimum tax imposed by Section 55 of the Code.

Under Section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Tax Accounting Treatment of Original Issue Discount and Premium Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrued period or be in excess of one year (the "Original Issue Discount Bonds"). The difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. See "Tax Exemption" herein for a discussion of certain collateral federal tax consequences.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. ALL OWNERS OF ORIGINAL ISSUE DISCOUNT BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION FOR FEDERAL, STATE AND LOCAL INCOME TAX PURPOSES OF INTEREST ACCRUED UPON REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS AND WITH RESPECT TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP, REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS.

The initial public offering price to be paid for certain maturities of the Bonds may be greater than the amount payable on such Bonds at maturity (the "Premium Bonds"). An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. PURCHASERS OF THE PREMIUM BONDS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION OF AMORTIZABLE BOND PREMIUM WITH RESPECT TO THE PREMIUM BONDS FOR FEDERAL INCOME TAX PURPOSES AND WITH RESPECT TO THE STATE AND LOCAL TAX CONSEQUENCES OF OWNING PREMIUM BONDS.

REGISTRATION AND QUALIFICATION UNDER SECURITIES LAWS

The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder; the Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; and the Bonds have not been registered or qualified under the securities laws of any other jurisdiction.

The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

NO MATERIAL ADVERSE CHANGE

The obligations of the Underwriter to take and pay for the Bonds, and the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District subsequent to the date of sale from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended through the date of the sale.

NO LITIGATION CERTIFICATE

With the delivery of the Bonds, the President or Vice President and Secretary or Assistant Secretary of the Board will, on behalf of the District, execute and deliver to the Underwriter a certificate dated as of the date of delivery, to the effect that no litigation of any nature of which the District has notice is pending against or, to the knowledge of the District's certifying officers, threatened against the District, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the authorization, execution or delivery of the Bonds; affecting the provision made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the authorization, execution or delivery of the Bonds; or affecting the validity of the Bonds, the corporate existence or boundaries of the District or the title of the then present officers and directors of the Board.

MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE

The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made.

Application has also been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter and at the Underwriter's expense. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance."

SALE AND DISTRIBUTION OF THE BONDS

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was rendered by _____ (the "Underwriter") bearing the interest rates shown on the cover page of this Official Statement, at a price of _____% of the principal amount thereof which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204, Texas Government Code (the "IBA" method).

The prices and other terms with respect to the offering and the sale of the Bonds may be changed from time to time by the Underwriter after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Underwriter may over-allocate or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of municipal utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, which are more generally bought, sold or traded in the secondary market.

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developers, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from other sources believed to be reliable. No guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and the inclusion herein of information from sources other than the District is not to be construed as a representation on the part of the District to such effect, except as described below under "CERTIFICATION OF OFFICIAL STATEMENT." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Masterson Advisors LLC is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the OFFICIAL STATEMENT, including the OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM for the sale of the Bonds. In its capacity as Financial Advisor, Masterson Advisors LLC has compiled and edited this OFFICIAL STATEMENT. The Financial Advisor has reviewed the information in this OFFICIAL STATEMENT in accordance with, and as a part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants in addition to the Financial Advisor.

Engineer: The information contained in this Official Statement relating to engineering and to the description of the System and, in particular that information included in the sections entitled "THE DISTRICT" and "THE ROADS" (as it relates to District facilities) has been provided by EHRA Engineering and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the Assessed Valuations of the District has been provided by the Brazos Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in Brazos County, including the District.

Tax Assessor Collector: The information contained in this Official Statement relating to the historical breakdown of the Certified Taxable Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by B&A Municipal Tax Service, LLC and is included herein in reliance upon B&A Municipal Tax Service, LLC as an expert in collecting taxes.

Auditor: The financial statements of the District as of May 31, 2023 and for the year then ended, included in this offering document, have been audited by FORVIS, LLP, independent auditors, as stated in their report appearing herein. See “APPENDIX A.”

Bookkeeper: The information related to the “unaudited” summary of the District's General Operating Fund as it appears in “THE GENERAL FUND” has been provided by Municipal Accounts & Consulting, L.P. and is included herein in reliance upon the authority of such firm as experts in the tracking and managing the various funds of special districts.

UPDATING OF OFFICIAL STATEMENT

For the period beginning on the date of the award of the sale of the Bonds to the Underwriter and ending on the ninety-first (91st) day after the “end of the underwriting period,” (as defined in Rule 15c(2)-12(f)(2) of the United States Securities and Exchange Commission (the “SEC”)), if any event shall occur of which the District has knowledge and as a result of which it is necessary to amend or supplement this Official Statement in order to make the statements herein, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, not materially misleading, the District will promptly notify the Underwriter of the occurrence of such event and will cooperate in the preparation of a revised Official Statement, or amendments or supplements hereto, so that the statements in this Official Statement, as revised, amended or supplemented, will not, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, be materially misleading. The District assumes no responsibility for supplementing this Official Statement thereafter.

CERTIFICATION OF OFFICIAL STATEMENT

The District, acting through its Board in its official capacity and in reliance upon the experts listed above, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District.

CONTINUING DISCLOSURE OF INFORMATION

The offering of the Bonds qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”) regarding the District’s continuing disclosure obligations because the District does not have more than \$10,000,000 in aggregate amount of bonds outstanding and no other person is committed by contract or other arrangement with respect to payment of the Bonds. In the Bond Order, the District has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds subject to amendment to or repeal of same as set forth below. Under the agreement, the District will be obligated to provide certain financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (“MSRB”). The MSRB has established the Electronic Municipal Market Access (“EMMA”) system.

Annual Reports

The District will provide certain financial information and operating data which is customarily prepared by the District and is publicly available, annually to the MSRB. The financial information and operating data which will be provided with respect to the District is found in APPENDIX A (Independent Auditor’s Report and Financial Statements). The District will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2024. Any information so provided shall be prepared in accordance with generally accepted accounting principles or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audit report is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six-month period, and audited financial statements when the audit report becomes available.

The District's current fiscal year end is May 31. Accordingly, it must provide updated information by November 30 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of CFR § 240.15c2-12 (the "Rule"); (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. The terms "financial obligation" and "material" when used in this paragraph shall have the meanings ascribed to them under federal securities laws.

Neither the Bonds nor the Bond Order makes any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide financial information, operating data, or financial statements in accordance with its agreement described above under "Annual Reports."

Availability of Information from the MSRB

The District has agreed to provide the foregoing information only to the MSRB. Investors can access continuing disclosure information filed with the MSRB at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders and beneficial owners of the Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or operations of the District, but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with SEC Rule 15c2-12, taking into account any amendments and interpretations of SEC Rule 15c2-12 to the date of such amendment, as well as changed circumstances, and either the Holders of a majority in aggregate principal amount of the outstanding Bonds consent or any person unaffiliated with the District (such as a nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of the Bonds. The District may also amend or repeal the agreement if the SEC amends or repeals the applicable provisions of SEC Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid but in either case, only to the extent that its right to do so would not prevent the Underwriter from lawfully

purchasing the Bonds in the offering described herein. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance With Prior Undertakings

During the last five years, the District has complied in all material respects with all continuing disclosure agreements made by it in accordance with SEC Rule 15c2-12.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of Rock Prairie Management District No. 2, as of the date shown on the cover page.

/s/ _____
President, Board of Directors

ATTEST:

/s/ _____
Secretary, Board of Directors

AERIAL PHOTO
(Approximate boundaries as of February 2024)

PHOTOGRAPHS

(Taken February 2024)

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended May 31, 2023

March 28, 2024
Item No. 7.5.
AXON Enterprise, Inc. ("AXON") Amendment 1

Sponsor: Mike Pavelka, Deputy Chief of Police

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, possible action on an amendment to the Axon Enterprise, Inc. ("AXON") ten-year master service agreement for cameras, electronic control devices, and digital storage for \$314,699.38.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff respectfully recommends approving the amendment to add cameras, devices and associated storage to the ten-year agreement with AXON.

Summary: On September 22, 2022, Council approved a ten-year contract with AXON Enterprises, Inc. ("AXON") for the purchase of products and services including cameras, fleet cameras, electronic control devices, and digital storage for those devices. This first Amendment is needed to outfit the 5 officers and 3 patrol vehicles added in the FY24 budget, as well as to add maintenance licenses and investigative software. The amendment totals \$314,699.38 and paid in 9 annual installments.

All purchases under this agreement are being made through Sourcewell Cooperative Contract #010720-AXN and have been competitively bid and awarded. The use of this Cooperative Contract satisfies Government Code, Chapter 791, also known as the Interlocal Cooperation Act, authorizing local governments to enter into cooperative purchasing agreements and other agreements for government function.

Budget & Financial Summary: Funds are available and budgeted in the department from the General Fund.

Attachments:

1. 23300001AMD#1 -- JU (CC 03.28.24)



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300001 AMD#1 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: First Amendment to Ten-Year AXON Master Services and Purchasing Agreement (MSPA)
for the purchase of cameras, electronic control devices, and digital storage.

Name of Contractor: Axon Enterprise, Inc. ("AXON")

CONTRACT TOTAL VALUE: \$ 314,699.38 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A **Buy America Required** ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** ☐ **CHANGE ORDER #** ☒ **OTHER** Amendment #1

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Amend existing ten-year AXON Master Services and Purchasing Agreement (MSPA) for additional purchases needed to outfit the
five (5) officers and three (3) patrol vehicles added in the FY24 budget. The amendment total will be rendered in nine (9) annual installments
as outlined in Quotes Q-505954- 45344.021DT and Q-501169- 45341.868DT.

Funds are available and budgeted in the department from the General Fund.

(If required)*
CRC Approval Date*: 3/07/24 **Council Approval Date*:** 3/28/24 **Agenda Item No*:**

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: N/A **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE



First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the City of College Station ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to the Master Services and Purchasing Agreement (Contract #23300001) by and between the City of College Station and Axon Enterprise, Inc. dated September 22, 2022 ("**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

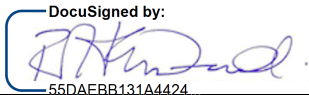
The Parties therefore agree as follows:

- 1. The attached documents are hereby incorporated into the Agreement:
 - a. Axon Application Programming Interface Appendix
 - b. Axon Investigate Appendix
 - c. Quote Q-505954- 45344.021DT
 - d. Quote Q-501169- 45341.868DT
- 2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

AXON ENTERPRISE, INC.

CITY OF COLLEGE STATION

DocuSigned by:

By: _____
55DAFBB131A4424
Printed Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: 3/7/2024 | 12:07 PM MST

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



First Amendment to the Master Services and Purchasing Agreement

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;



First Amendment to the Master Services and Purchasing Agreement

-
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
 - 4.11. disclose Axon's API manual.
 - 5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
 - 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 - 7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



First Amendment to the Master Services and Purchasing Agreement

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which



First Amendment to the Master Services and Purchasing Agreement

the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-505954-45344.021DT

Issued: 02/21/2024

Quote Expiration: 04/07/2024

Estimated Contract Start Date: 05/01/2024

Account Number: 116837

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
College Station Police Dept 800 Krenek Tap Rd College Station, TX 77840-5028 USA	College Station Police Dept. - TX 800 Krenek Tap Rd College Station TX 77840-5028 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Pavelka Phone: (979) 764-3609 Email: mpavelka@cstx.gov Fax:

Quote Summary

Program Length	102 Months
TOTAL COST	\$298,856.30
ESTIMATED TOTAL W/ TAX	\$298,856.30

Discount Summary

Average Savings Per Year	\$1,159.45
TOTAL SAVINGS	\$118,264.00

This quote, terms and conditions and SOW are subject to the terms and conditions of the Axon MSPA between the Parties, dated September 22, 2022, with contract number 2330001. All other terms and conditions of the MSPA remain in full force and effect.

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$19,462.44	\$0.00	\$19,462.44
Oct 2024	\$30,322.01	\$0.00	\$30,322.01
Oct 2025	\$31,534.89	\$0.00	\$31,534.89
Oct 2026	\$32,796.29	\$0.00	\$32,796.29
Oct 2027	\$34,108.13	\$0.00	\$34,108.13
Oct 2028	\$35,472.46	\$0.00	\$35,472.46
Oct 2029	\$36,891.36	\$0.00	\$36,891.36

Payment Summary

Date	Subtotal	Tax	Total
Oct 2030	\$38,367.02	\$0.00	\$38,367.02
Oct 2031	\$39,901.70	\$0.00	\$39,901.70
Total	\$298,856.30	\$0.00	\$298,856.30

Quote Unbundled Price:	\$417,120.30
Quote List Price:	\$330,660.00
Quote Subtotal:	\$298,856.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	18		\$26.25	\$26.25	\$2,362.50	\$0.00	\$2,362.50
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	18		\$108.00	\$108.00	\$5,832.00	\$0.00	\$5,832.00
M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	102	\$448.61	\$317.48	\$278.08	\$141,820.80	\$0.00	\$141,820.80
Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	102	\$307.40	\$243.40	\$205.95	\$63,020.70	\$0.00	\$63,020.70
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	102	\$183.34	\$183.34	\$183.34	\$37,401.36	\$0.00	\$37,401.36
A la Carte Hardware									
AB3C	AB3 Camera Bundle	5			\$789.00	\$739.00	\$3,695.00	\$0.00	\$3,695.00
A la Carte Software									
100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	102		\$1.17	\$1.17	\$238.68	\$0.00	\$238.68
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	102		\$24.36	\$24.36	\$12,423.60	\$0.00	\$12,423.60
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	102		\$36.54	\$36.54	\$26,089.56	\$0.00	\$26,089.56
A la Carte Services									
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	102		\$11.71	\$11.71	\$5,972.10	\$0.00	\$5,972.10
Total							\$298,856.30	\$0.00	\$298,856.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	6	04/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	5	04/01/2024
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	04/01/2024
Fleet 3 Advanced 10 Year	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	04/01/2024
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - SIGNAL UNIT	3	04/01/2024
Fleet 3 Advanced 10 Year	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	3	04/01/2024
Fleet 3 Advanced 10 Year	72034	AXON FLEET 3 - SIM INSERTION - VZW	3	04/01/2024
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	04/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100126	AXON VR - TACTICAL BAG	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100681	SIGNAL SIDEARM, SENSOR ONLY	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100833	AXON VR - CONTROLLER - TASER 7	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100862	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	6	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20296	AXON VR - TABLET	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20297	AXON VR - TABLET CASE	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	15	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	15	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	10	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	10	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	10	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	5	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	05/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	05/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	10	05/01/2026

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	10	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	10/01/2027
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	5	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	5	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	5	10/01/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	1	10/01/2032
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	3	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	2	05/01/2024	10/31/2032
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	05/01/2024	10/31/2032
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20370	AXON VR - FULL ACCESS - TASER 7 ADD-ON USER	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73638	AXON STANDARDS - LICENSE	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73680	AXON RESPOND PLUS - LICENSE	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	50	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73739	AXON PERFORMANCE - LICENSE	5	05/01/2024	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	05/01/2024	10/31/2032
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	05/01/2024	10/31/2032
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	3	05/01/2024	10/31/2032
Fleet 3 Advanced 10 Year	80402	AXON RESPOND - LICENSE - FLEET 3	3	05/01/2024	10/31/2032
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	05/01/2024	10/31/2032
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	05/01/2024	10/31/2032
A la Carte	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	05/01/2024	10/31/2032
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	05/01/2024	10/31/2032

Services

Bundle	Item	Description	QTY
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Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	3
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	3
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	04/01/2025	10/31/2032
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	04/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	5	05/01/2025	10/31/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	05/01/2025	10/31/2032

Payment Details

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$1,393.72	\$0.00	\$1,393.72
Co-Term	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$12.75	\$0.00	\$12.75
Co-Term	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$319.03	\$0.00	\$319.03
Co-Term	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$126.20	\$0.00	\$126.20
Co-Term	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$311.54	\$0.00	\$311.54
Co-Term	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$663.67	\$0.00	\$663.67
Co-Term	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$1,997.97	\$0.00	\$1,997.97
Co-Term	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$3,366.55	\$0.00	\$3,366.55
Co-Term	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$7,576.01	\$0.00	\$7,576.01
Upfront Hardware	AB3C	AB3 Camera Bundle	5	\$3,695.00	\$0.00	\$3,695.00
Total				\$19,462.44	\$0.00	\$19,462.44

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$2,680.17	\$0.00	\$2,680.17
Year 3	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$24.52	\$0.00	\$24.52
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$613.52	\$0.00	\$613.52
Year 3	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$242.70	\$0.00	\$242.70
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$599.12	\$0.00	\$599.12
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,276.28	\$0.00	\$1,276.28
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$3,842.25	\$0.00	\$3,842.25
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$6,474.14	\$0.00	\$6,474.14
Year 3	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$14,569.31	\$0.00	\$14,569.31
Total				\$30,322.01	\$0.00	\$30,322.01

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$2,787.36	\$0.00	\$2,787.36
Year 4	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$25.50	\$0.00	\$25.50
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$638.06	\$0.00	\$638.06
Year 4	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$252.41	\$0.00	\$252.41
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$623.09	\$0.00	\$623.09
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,327.33	\$0.00	\$1,327.33
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$3,995.94	\$0.00	\$3,995.94
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$6,733.10	\$0.00	\$6,733.10
Year 4	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$15,152.10	\$0.00	\$15,152.10
Total				\$31,534.89	\$0.00	\$31,534.89

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$2,898.82	\$0.00	\$2,898.82
Year 5	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$26.52	\$0.00	\$26.52

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$663.58	\$0.00	\$663.58
Year 5	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$262.50	\$0.00	\$262.50
Year 5	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$648.01	\$0.00	\$648.01
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,380.42	\$0.00	\$1,380.42
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,155.79	\$0.00	\$4,155.79
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$7,002.43	\$0.00	\$7,002.43
Year 5	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$15,758.22	\$0.00	\$15,758.22
Total				\$32,796.29	\$0.00	\$32,796.29

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$3,014.78	\$0.00	\$3,014.78
Year 6	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$27.58	\$0.00	\$27.58
Year 6	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$690.12	\$0.00	\$690.12
Year 6	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$273.00	\$0.00	\$273.00
Year 6	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$673.93	\$0.00	\$673.93
Year 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,435.64	\$0.00	\$1,435.64
Year 6	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,322.01	\$0.00	\$4,322.01
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$7,282.52	\$0.00	\$7,282.52
Year 6	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$16,388.55	\$0.00	\$16,388.55
Total				\$34,108.13	\$0.00	\$34,108.13

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$3,135.36	\$0.00	\$3,135.36
Year 7	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$28.68	\$0.00	\$28.68
Year 7	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$717.73	\$0.00	\$717.73
Year 7	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$283.93	\$0.00	\$283.93
Year 7	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$700.89	\$0.00	\$700.89
Year 7	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,493.07	\$0.00	\$1,493.07
Year 7	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,494.89	\$0.00	\$4,494.89
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$7,573.82	\$0.00	\$7,573.82
Year 7	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$17,044.09	\$0.00	\$17,044.09
Total				\$35,472.46	\$0.00	\$35,472.46

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$3,260.81	\$0.00	\$3,260.81
Year 8	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$29.83	\$0.00	\$29.83
Year 8	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$746.44	\$0.00	\$746.44
Year 8	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$295.28	\$0.00	\$295.28
Year 8	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$728.92	\$0.00	\$728.92
Year 8	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,552.79	\$0.00	\$1,552.79
Year 8	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,674.69	\$0.00	\$4,674.69
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$7,876.78	\$0.00	\$7,876.78

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$17,725.82	\$0.00	\$17,725.82
Total				\$36,891.36	\$0.00	\$36,891.36

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$3,391.29	\$0.00	\$3,391.29
Year 9	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$31.03	\$0.00	\$31.03
Year 9	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$776.29	\$0.00	\$776.29
Year 9	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$307.09	\$0.00	\$307.09
Year 9	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$758.08	\$0.00	\$758.08
Year 9	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,614.90	\$0.00	\$1,614.90
Year 9	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,861.67	\$0.00	\$4,861.67
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$8,191.85	\$0.00	\$8,191.85
Year 9	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$18,434.82	\$0.00	\$18,434.82
Total				\$38,367.02	\$0.00	\$38,367.02

Oct 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$3,526.98	\$0.00	\$3,526.98
Year 10	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	2	\$32.27	\$0.00	\$32.27
Year 10	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5	\$807.34	\$0.00	\$807.34
Year 10	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$319.38	\$0.00	\$319.38
Year 10	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	\$788.41	\$0.00	\$788.41
Year 10	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	5	\$1,679.50	\$0.00	\$1,679.50
Year 10	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$5,056.14	\$0.00	\$5,056.14
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	3	\$8,519.52	\$0.00	\$8,519.52
Year 10	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	5	\$19,172.16	\$0.00	\$19,172.16
Total				\$39,901.70	\$0.00	\$39,901.70

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement between the Parties, dated September 22, 2022, with Contract Number 23300001, shall govern.

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-501169-45341.868DT

Issued: 02/19/2024

Quote Expiration: 04/07/2024

Estimated Contract Start Date: 05/01/2024

Account Number: 514490

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
College Station Support PD - TX 800 Krenk Tap Rd College Station, TX 77840-5028 USA	College Station Support PD - TX PO BOX 9960 COLLEGE STATION TX 77842-7960 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Mike Pavelka Phone: Email: Fax:

Quote Summary

Program Length	102 Months
TOTAL COST	\$15,843.08
ESTIMATED TOTAL W/ TAX	\$15,843.08

Average Savings Per Year	\$32.04
TOTAL SAVINGS	\$3,267.64

This quote, terms and conditions and SOW are subject to the terms and conditions of the Axon MSPA between the Parties, dated September 22, 2022, with contract number 2330001. All other terms and conditions of the MSPA remain in full force and effect.

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$978.68	\$0.00	\$978.68
Oct 2024	\$1,613.20	\$0.00	\$1,613.20
Oct 2025	\$1,677.73	\$0.00	\$1,677.73
Oct 2026	\$1,744.84	\$0.00	\$1,744.84
Oct 2027	\$1,814.63	\$0.00	\$1,814.63
Oct 2028	\$1,887.22	\$0.00	\$1,887.22
Oct 2029	\$1,962.71	\$0.00	\$1,962.71

Payment Summary

Date	Subtotal	Tax	Total
Oct 2030	\$2,041.21	\$0.00	\$2,041.21
Oct 2031	\$2,122.86	\$0.00	\$2,122.86
Total	\$15,843.08	\$0.00	\$15,843.08

Quote Unbundled Price:	\$19,110.72
Quote List Price:	\$19,110.72
Quote Subtotal:	\$15,843.08

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	4	102		\$46.84	\$38.83	\$15,843.08	\$0.00	\$15,843.08
Total							\$15,843.08	\$0.00	\$15,843.08

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	05/01/2024	10/31/2032
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	05/01/2024	10/31/2032

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term	ProLicense	Pro License Bundle	4	\$978.68	\$0.00	\$978.68
Total				\$978.68	\$0.00	\$978.68

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	4	\$1,613.20	\$0.00	\$1,613.20
Total				\$1,613.20	\$0.00	\$1,613.20

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	4	\$1,677.73	\$0.00	\$1,677.73
Total				\$1,677.73	\$0.00	\$1,677.73

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	4	\$1,744.84	\$0.00	\$1,744.84
Total				\$1,744.84	\$0.00	\$1,744.84

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	ProLicense	Pro License Bundle	4	\$1,814.63	\$0.00	\$1,814.63
Total				\$1,814.63	\$0.00	\$1,814.63

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	ProLicense	Pro License Bundle	4	\$1,887.22	\$0.00	\$1,887.22
Total				\$1,887.22	\$0.00	\$1,887.22

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	ProLicense	Pro License Bundle	4	\$1,962.71	\$0.00	\$1,962.71
Total				\$1,962.71	\$0.00	\$1,962.71

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	ProLicense	Pro License Bundle	4	\$2,041.21	\$0.00	\$2,041.21
Total				\$2,041.21	\$0.00	\$2,041.21

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	ProLicense	Pro License Bundle	4	\$2,122.86	\$0.00	\$2,122.86
Total				\$2,122.86	\$0.00	\$2,122.86

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement between the Parties, dated September 22, 2022, with Contract Number 23300001, shall govern.

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



March 28, 2024
Item No. 8.1.
Salvation Army Presentation

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding local efforts by The Salvation Army to raise funds for their Pathway of Hope Center, a one-stop social services and transitional housing campus to address critical assistance to family issues in Bryan, College Station, and Brazos County.

Relationship to Strategic Goals:

Core Services & Infrastructure, Diverse & Growing Economy

Recommendation(s): Staff recommends that City Council receive a presentation from representatives from The Salvation Army

Summary: Representatives from The Salvation Army will provide a presentation regarding local efforts by The Salvation Army to raise funds for their Pathway of Hope Center, a one-stop social services and transitional housing campus to address critical assistance to family issues in Bryan, College Station, and Brazos County.

Budget & Financial Summary: N/A

Attachments:

None

March 28, 2024
Item No. 8.2.
FY23 ACFR

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action, relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends that Council accept the 2023 audit reports and ACFR.

Summary: The City's Charter and Fiscal and Budgetary Policies along with State law require that not less than thirty (30) days prior to the end of each fiscal year, the City Council shall designate a qualified public accountant or accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the City government and shall submit the report to the City Council. Also, the City's budgetary policies require that the auditor jointly review the management letter/audit results with the City Council within 30 days of receipt by the staff.

Ms. Amanda Eaves of Forvis, LLP will present the results of the fiscal year 2023 audit and present, along with staff, the 2023 ACFR Ms. Eaves will also be available to answer any questions the City Council may have.

Budget & Financial Summary: The reports provide a summary of the City's financial position as of September 30, 2023.

Delivered to Council under separate cover:

1. Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2023 (Delivered to Council under separate cover)
2. Single Audit Reports (Delivered to Council under separate cover)
3. Management Letter (Delivered to Council under separate cover)
4. Staff response to Management Letter (Delivered to Council under separate cover)

Attachments:

None

March 28, 2024
Item No. 8.3.
City Council Strategic Plan

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the 2024 Update to the City Council Strategic Plan.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services and Infrastructure
Neighborhood Integrity
Diverse and Growing Economy
Improving Mobility
Sustainable city

Recommendation(s): Staff respectfully recommends Council consider the changes to the City Council Strategic Plan and approve the changes if they reflect the will of the Council.

Summary: Last month, the City Council held a strategic planning retreat. During the retreat, the Council recommended updates to the strategic plan. The attached documents show the recommended changes.

Budget & Financial Summary:

Attachments:

1. City Council Strategic Plan 2024 Update
2. City Council Strategic Plan 2024 Update - Redline

City Council Strategic Plan – 2024 Update

City Council Mission

On behalf of the citizens of College Station, home of Texas A&M University, we will continue to promote and advance the community's quality of life.

Community Vision

College Station, the proud home of Texas A&M University and the heart of Aggieland, will serve as an example of a vibrant, forward thinking, knowledge-based community, that promotes the highest quality of life.

Core Values

- The health, safety, and general well-being of the community.
- Excellence in customer service.
- Fiscal responsibility.
- Citizen involvement and participation.
- Collaboration and cooperation.
- Regionalism as an active member of the Brazos Valley community and beyond.
- Activities that promote local autonomy.
- Plan and collaborate with Texas A&M University.

Why have a plan?

To maintain and enhance College Station's high quality of life and unique community character, the College Station City Council works closely with residents and the city's experienced management team to plan for current and future needs. The Strategic Plan identifies shared priorities and goals and provides a cohesive framework for the annual budget process.

The Strategic Plan's seven initiatives include specific objectives and actions designed to meet the initiatives' goals. The plan also outlines performance measures to mark each initiative's progress and the plan's overall success.

Good Governance

GOAL:

The city is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

OBJECTIVES:

What does this mean for citizens?

- The city conducts business in an open and inclusive fashion.
- The city delivers services in an efficient, practical manner.
- The city actively pursues the aspirations, goals, and expectations of its citizens.
- Citizens are encouraged to serve on city boards, commissions, and other volunteer capacities.
- Citizens are satisfied with city services and facilities.

ACTIONS:

How will we achieve success?

- The council will annually review and implement the Strategic Plan.
- The city will ensure all agreements with external entities are fair and beneficial to the citizens of College Station.
- The city will conduct regular citizen surveys about city services and priorities.
- The council will conduct regular internal audits of city services, practices and programs and report the results to the public.
- The city will televise, livestream, and record council meetings.
- Critical governance information such as plans, budgets, ordinances, expenditures, etc., will be available on the city's website and in city offices.
- The council will ensure its funding partners remain wise stewards of tax funds.
- The council will adopt and adhere to a series of practices for conducting its meetings.
- The city will ensure notices are posted and readily available to the public.
- The city will share information and communicate with citizens about city issues through owned, earned, and paid media.
- The city will implement strategies to engage with the public safely and effectively.

Financial Sustainability

GOAL:

Wise stewardship of financial resources results in the city's ability to meet service demands and obligations without compromising the ability of future generations to do the same.

OBJECTIVES:

What does this mean for citizens?

- The city maintains diverse sources of revenue and a comparable property tax rate for growing cities of comparable size.
- The city maintains adequate reserves to ease the impact of economic fluctuations.
- The city maintains economic competitiveness measured by comparable trends.
- Citizens know where city revenue comes from and how it is spent.
- Citizens are satisfied with city services and facilities.

ACTIONS:

How will we achieve success?

- The city will have an annual balanced budget and a diversity of revenue sources.
- The city will endeavor to maintain or improve its bond ratings.
- Enterprise operation rates will be set to meet service demands.
- The city will seek grants and other outside funding.
- The city will strive to maintain and rehabilitate equipment, facilities, and infrastructure on a strategic schedule and establish reserve funds to enable replacement.
- The city will seek the efficient delivery of services and facilities.
- The city will maximize the transparency of expenditures, policies, and procedures.
- The city will conduct routine audits to ensure accountability and maximize efficiency.
- The city will set fees at appropriate levels to recover the costs of service delivery.

Core Services & Infrastructure

GOAL:

The city's core services and infrastructure are efficiently, effectively and strategically delivered to enable economic growth and development, and to maintain citizens' health, safety and general welfare.

OBJECTIVES:

What does this mean for citizens?

- The city has few utility failures and outages.
- The city reduces crime and fear of crime, including risk of injury or property damage.
- The city protects life and property.
- City services and facilities are adequate in size, location, and timing.
- City services and utilities are safe and efficient.
- The city assists at-risk and low-income residents.
- Citizens are satisfied with city services and facilities.

ACTIONS:

How will we achieve success?

- The city will maintain program accreditations and certifications.
- The city will attract and retain professional staff and be an employer of choice.
- The city will guide private and public land use for business development.
- The city will plan for, maintain, and invest in the infrastructure, facilities, services, personnel, and equipment needed to meet projected needs and opportunities.
- The city will provide immersive learning experiences for citizens.
- The city will use technology to deliver services effectively and efficiently.
- The city will continue to support community development agencies that demonstrate good stewardship of public funds.
- The city will continue to support fair and workforce housing programs.
- The city will explore potential partnerships to enhance core services.

Neighborhood Integrity

GOAL:

The city's neighborhoods are long-term, viable, safe, and appealing.

OBJECTIVES:

What does this mean for citizens?

- The city has diverse housing choices, and property values are stable or increasing.
- The city strives to ensure citizens are satisfied with the quality of life in their neighborhoods.
- The city strives to mitigate the negative impacts of neglected properties.
- Citizens have numerous opportunities to actively engage in decisions affecting their neighborhoods.

ACTIONS:

How will we achieve success?

- The city will strive to have proactive code enforcement.
- Federal and state funds will be used to help provide workforce housing and address community development needs and opportunities.
- The city will use a geographic-based approach to deliver police services.
- The Police Department's Community Enhancement Unit will provide proactive neighborhood support.
- The city will continue to invest in the maintenance and rehabilitation of neighborhood infrastructure and facilities.
- The city will continue its partnerships with Texas A&M University to educate renters.
- The city will expand mobile-ready technologies to inform citizens and engage them on city issues and concerns.
- The city will continue to plan with neighborhood residents to address concerns and capitalize on opportunities.
- The city will continue to support and partner with homeowner and neighborhood associations to proactively address their priorities and interests.

Diverse & Growing Economy

GOAL:

The city's diverse economy generates high-quality, stable jobs that strengthen the sales and property tax base and contribute to an exceptional quality of life.

OBJECTIVES:

What does this mean for citizens?

- The city's annual taxable value increases.
- The city's annual sales tax and hotel occupancy tax receipts increase.
- The number of high-paying, full-time private sector jobs increases.
- Adequate, serviceable land is available for economic development opportunities.
- Opportunities are available for starting and operating businesses.
- The city will foster a culture of entrepreneurship.

ACTIONS:

How will we achieve success?

- The city will support, expand, and diversify a consumer-oriented economy.
- The city will protect major economic assets from incompatible encroachments.
- The city will support efforts to expand and enhance broadband internet services.
- The city will support diverse, business-to-business services.
- The city will expand and diversify efforts to generate job growth.
- The city will plan and invest in infrastructure, facilities, services, personnel, and equipment needed to meet projected needs and opportunities.
- The city will ensure business impacts are considered in the development of regulations and standards.
- The city will ensure adequate, serviceable land is available for economic needs.
- The city will maintain and increase relationships with local, regional, and public/private economic partners.
- The city will promote the College Station brand through business recruitment and destination marketing efforts.
- The city will continue to develop and promote signature events, features, and venues for residents and visitors.

Improving Mobility

GOAL:

The city has a safe, efficient, sustainable and well-connected multimodal and innovative transportation system which contributes to a high quality of life and is sensitive to surrounding uses.

OBJECTIVES:

What does this mean for citizens?

- The city increases the number of safe and complete ways to travel in town.
- The city increases the enforcement of traffic offenses in an effort to decrease vehicle accidents.
- City streets are not heavily congested for extended periods of time.
- City streets, sidewalks, bike lanes, and multi-modal paths are well-maintained and free of hazards.

ACTIONS:

How will we achieve success?

- The city will provide streets which safely accommodate multimodal transportation.
- The city will ensure streets and sidewalks have features which promote pedestrian and bicycle safety.
- The city will seek transit opportunities through partnerships.
- The city will provide for land uses which support multimodal opportunities.
- The city will plan for infrastructure which meets projected growth and development.
- The city will seek federal and state funds to construct facilities.
- The city will make investments to help avoid long periods of traffic congestion.
- The city will promote a well-connected system of residential streets and collector avenues to ease the strain on expensive arterial boulevards.
- The city will identify and fund a multi-year capital improvements program.
- The city will maintain and rehabilitate the system to avoid costly replacement.
- The city will maximize the system's efficiency, including intersection improvements, traffic signal timing and signage.

Sustainable City

GOAL:

The city's conservation and environmental awareness is fiscally responsible and results in a real and tangible return on investment.

OBJECTIVES:

What does this mean for citizens?

- The city utilizes and purchases power from renewable energy sources.
- The city reduces energy and water consumption.
- The city reduces the volume of waste generated.
- The city uses land efficiently, effectively, and equitably.
- The city protects vulnerable environmental features.
- The city reduces the risk associated with flooding and other natural hazards.

ACTIONS:

How will we achieve success?

- The city will enhance its conservation and recycling efforts.
- The city will utilize renewable energy.
- The city will purchase renewable energy.
- The city will protect its potable water supply and its ability to meet projected demands.
- The city will conduct sound land use planning guided by its Comprehensive Plan.
- The city will increase participation in FEMA's Community Rating System program.
- The city will acquire flood-prone areas and their associated riparian areas through its Greenway Acquisition program.
- The city will seek grants and other sources of outside funding to support sustainability efforts.
- The city will encourage education about city conservation efforts and programs.
- The city will invest in co-production in service delivery where applicable.
- The city will identify strategies to utilize publicly owned land for future investments.

FY24 Strategies

Good Governance

- Increase transparency and improve the public's ability to participate in government through efforts such as continuing to offer virtual options for public meetings, providing a centralized calendar for public meetings and events, and allowing citizens to book city facilities from the city's website.
- Work with College Station ISD to form a joint legislative committee.
- Explore annexation opportunities.

Financial Sustainability

- Explore and pursue methods of diversifying the city's sources of revenue.
- Consider alternative infrastructure funding opportunities.

Core Services & Infrastructure

- Evaluate options for a community recreation center.
- Explore opportunities for a conference center or convention center.
- Increase and expand programming in our parks system.
- Begin planning and design of Southwest Park.
- Consider opportunities for Southeast Park and options for expanded baseball fields.
- Make infrastructure improvements in aging areas.

Neighborhood Integrity

- Provide options for affordable, dense housing in Northgate, Wolf Pen Creek, and other targeted areas to relieve housing pressure in existing neighborhoods.

Diverse & Growing Economy

- Expand and diversify efforts to attract high-quality, stable jobs.
- Find opportunities to connect Century Square with Hensel Park.
- Pursue options for redevelopment of Wolf Pen Creek corridor and Post Oak Mall.
- Expand Christmas in College Station.
- Improve infrastructure, programming, and opportunities in the Northgate area.
- Add gateway signage at every major entrance to College Station.

Improving Mobility

- Expand public transit options and increase multimodal infrastructure.
- Work with contractors to ensure multimodal infrastructure is included in project design.
- Develop a new, broader relationship with Brazos Transit based on federal direction, including the need for local representation.

Sustainable City

- Examine ways to utilize co-production for service delivery.

City Council Strategic Plan – ~~2023~~2024 Update

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How will we achieve success?

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- The city will provide immersive learning experiences for citizens.
- The city will use technology to deliver services effectively and efficiently.
- The city will continue to support community development agencies that demonstrate good stewardship of public funds.
- The city will continue to support fair and workforce housing programs.
- The city will explore potential partnerships to enhance core services.

Neighborhood Integrity

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ACTIONS:

How will we achieve success?

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- The city will continue its partnerships with Texas A&M University to educate renters.
- The city will expand mobile-ready technologies to inform citizens and engage them on city issues and concerns.
- The city will continue to plan with neighborhood residents to address concerns and capitalize on opportunities.
- The city will continue to support and partner with homeowner and neighborhood associations to proactively address their priorities and interests.

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GOAL:

The city's diverse economy generates high-quality, stable jobs that strengthen the sales and property tax base and contribute to an exceptional quality of life.

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- Opportunities are available for starting and operating businesses.
- The city will foster a culture of entrepreneurship.

ACTIONS:

How will we achieve success?

- The city will support, expand, and diversify a consumer-oriented economy.
- The city will protect major economic assets from incompatible encroachments.
- The city will support efforts to expand and enhance broadband internet services.
- The city will support diverse, business-to-business services.
- The city will expand and diversify efforts ~~that focus onto generate~~ job growth.
- The city will plan and invest in infrastructure, facilities, services, personnel, and equipment needed to meet projected needs and opportunities.
- The city will ensure ~~that~~ business impacts are considered in the development of regulations and standards.
- The city will ensure adequate, serviceable land is available for economic needs.
- The city will maintain and increase relationships with local, regional, and public/private economic partners.
- The city will promote the College Station brand through business recruitment and destination marketing efforts.
- The city will continue to develop and promote signature events, features, and venues for residents and visitors.

Improving Mobility

GOAL:

The city has a safe, efficient, sustainable and well-connected multimodal and innovative transportation system ~~that~~which contributes to a high quality of life and is sensitive to surrounding uses.

OBJECTIVES:

What does this mean for citizens?

- The city increases the number of safe and complete ways to travel in town.
- The city increases the enforcement of traffic offenses in an effort to decrease vehicle accidents.
- City streets are not heavily congested for extended periods of time.
- City streets, sidewalks, bike lanes, and multi-modal paths are well-maintained
- and free of hazards.

ACTIONS:

How will we achieve success?

- The city will provide streets ~~that~~which safely accommodate multimodal transportation.
- The city will ensure streets and sidewalks have features ~~that~~which promote pedestrian and bicycle safety.
- The city will seek transit opportunities through partnerships.
- The city will provide for land uses ~~that~~which support multimodal opportunities.
- The city will plan for infrastructure ~~that~~which meets projected growth and development.
- The city will seek federal and state funds to construct facilities.
- The city will make investments to help avoid long periods of traffic congestion.
- The city will promote a well-connected system of residential streets and collector avenues to ease the strain on expensive arterial boulevards.
- The city will identify and fund a multi-year capital improvements program.
- The city will maintain and rehabilitate the system to avoid costly replacement.
- The city will maximize the system's efficiency, including intersection improvements, traffic signal timing and signage.

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Sustainable City

GOAL:

The city's conservation and environmental awareness is fiscally responsible and results in a real and tangible return on investment.

OBJECTIVES:

What does this mean for citizens?

- The city utilizes and purchases power from renewable energy sources.
- The city reduces energy and water consumption.
- The city reduces the volume of waste generated.
- The city uses land efficiently, effectively, and equitably.
- The city protects vulnerable environmental features.
- The city reduces the risk associated with flooding and other natural hazards.

ACTIONS:

How will we achieve success?

- The city will enhance its conservation and recycling efforts.
- The city will utilize renewable ~~energy~~energy.
- The city will purchase renewable energy.
- The city will protect its potable water supply and its ability to meet projected demands.
- The city will conduct sound land use planning guided by its Comprehensive Plan.
- The city will increase participation in FEMA's Community Rating System program.
- The city will acquire flood-prone areas and their associated riparian areas through its Greenway Acquisition program.
- The city will seek grants and other sources of outside funding to support ~~its~~ sustainability efforts.
- The city will encourage education about city conservation efforts and programs.
- The city will invest in co-production in service delivery where applicable.
- The city will identify strategies to utilize publicly owned land for future investments.

FY23-FY24 Strategies

Good Governance

- Increase transparency and improve the public's ability to participate in government through efforts such as continuing to offer virtual options for public meetings, providing a centralized calendar for public meetings and events, and allowing citizens to book city facilities from the city's website.
- Work with College Station ISD to form a joint legislative committee.
- Explore annexation opportunities.
- ~~Assist in the completion of transitional housing on Anderson.~~

Financial Sustainability

- Explore and pursue methods of diversifying the city's sources of revenue.
- Consider alternative infrastructure funding opportunities.

Core Services & Infrastructure

- ~~Explore~~ Evaluate options for a community recreation center.
- Explore opportunities for a conference center or convention center, or a combination of the two.
- ~~Identify a site and begin design of Fire Station No. 7.~~
- Increase and expand programming in our parks system.
- Begin planning and design of Southwest Park.
- Consider opportunities for Southeast Park and options for expanded baseball fields.
- Make infrastructure improvements in aging areas.
- ~~Explore options for expanded museums.~~

Neighborhood Integrity

- Provide options for affordable, dense housing ~~options~~ in Northgate, Wolf Pen Creek, and other targeted areas to relieve housing pressure in existing neighborhoods.

Diverse & Growing Economy

- Expand and diversify efforts to attract high-quality, stable jobs.
- Find opportunities to connect Century Square with Hensel Park.
- Pursue options for redevelopment ~~at Post Oak Mall and Wolf Pen Creek Park~~ of Wolf Pen Creek corridor and Post Oak Mall.
- Expand Christmas in College Station.
- Improve infrastructure, programming, and opportunities in the Northgate area.
- Add gateway signage at every major entrance to College Station.

Improving Mobility

- Expand public transit options and increase multimodal infrastructure.
- Work with contractors to ensure multimodal infrastructure is included in project design.
- Develop a new, broader relationship with Brazos Transit based on federal direction, including the need for local representation.

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Sustainable City

- Examine ways to utilize co-production for service delivery.

March 28, 2024
Item No. 9.1.
800 Marion Pugh Rezoning

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R-4 Multi-Family to MF Multi-Family for approximately 28 acres generally located at 800 Marion Pugh Drive.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the rezoning request as it is in line with the Comprehensive Plan and is compatible with the surrounding area.

The Planning and Zoning Commission heard this item at their March 7, 2024 meeting and voted unanimously to recommend approval.

Summary: This request is to rezone approximately 28 acres of land generally located at 800 Marion Pugh Drive from R-4 Multifamily to MF Multifamily. The subject property is currently developed as an apartment complex. It is the applicant's intent to add additional dwelling units to the property, some of which would be a Shared Housing use. The current zoning district is a retired district and does not allow for Shared Housing without a HOO High Occupancy Overlay. The MF Multifamily zoning allows Shared Housing by right.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Neighborhood Center. For the Neighborhood Center land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of uses arranged in a compact and walkable pattern at a smaller scale than Urban Centers. These areas consist of residential, commercial, and office uses arranged horizontally in an integrated manner. Neighborhood Centers should also incorporate consolidated parking facilities, access to transportation alternatives, open space and recreational facilities, and public uses.

The intent of the Neighborhood Center land use is to create and reinforce walkable activity centers that are connected to surrounding development and include a mix of complementary uses. Developments should accommodate a mix of building types that frame attractive pedestrian spaces and encourage shared surface parking located behind or to the side of buildings.

The zoning districts that are generally appropriate within this land use include: mixed-use or commercial and multi-family zoning may be considered in some circumstances if designed in an integrated manner through a Planned Development District with a preferred emphasis on urban form.

The Comprehensive Plan states that with the continued population growth there is a demand for additional housing. This additional housing should include a variety of housing types to meet the needs and demands of all residents including students, young professionals, and renters. This additional housing could come from a combination of infill development, redevelopment projects in existing areas, and new developments.

The proposed zoning district is in line with the Comprehensive Plan as it meets the intent of creating more density for the growing population. The subject property is in a core area designated as Neighborhood Center and is within walking distance to several commercial areas, located along a Texas A&M bus route and adjacent to John Crompton Park. Furthermore, the rezoning to MF Multifamily will eliminate the retired zoning district currently on this property, while essentially keeping the same use on the site.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is bordered by Holleman Dr. W, Jones Butler Rd., Luther St. W and Marion Pugh Drive. Adjacent properties are zoned R-4 Multi-Family to the east, MU Mixed Use and R-4 Multi-Family to the west, C-U College and University to the north and GS General Suburban to the south. The subject property is surrounded by existing apartment complexes to the north, east and west and John Crompton Park to the south.

In 2014, based on the direction of the 2009 Comprehensive Plan and a subcommittee of the Planning and Zoning Commission, the R-4 district was retired by City Council and the MF Multifamily zoning district adopted to help meet the new expectations of multifamily development. The proposed zoning district would be compatible with the surrounding area as the majority of the area is currently developed as multi-family apartment complexes.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for multi-family development allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for the zoning district.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure surrounding the site is adequate to support the needs of this zoning change. Site specific improvements necessary to support the development such as sanitary sewer connections, drainage, and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is bordered by Holleman Dr. W, Jones Butler Rd., Luther St. W and Marion Pugh Dr. The site will have access from Holleman Dr. W, Luther St. W and Marion Pugh Dr. The change in proposed use is expected to generate an increase of less than 150 trips in any peak hour; therefore, a TIA was not required.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance_Marion Pugh
2. Vicinity, Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Future Land Use Map
7. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” 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 APPROXIMATELY 28 ACRES GENERALLY LOCATED AT 800 MARION PUGH DRIVE AS DESCRIBED 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 Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” 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” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 28th day of March 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” 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, Lot1R, Block 2 of the Woodway West – Phase 1 Subdivision, is rezoned from R-4 Multi-Family to MF Multi-Family

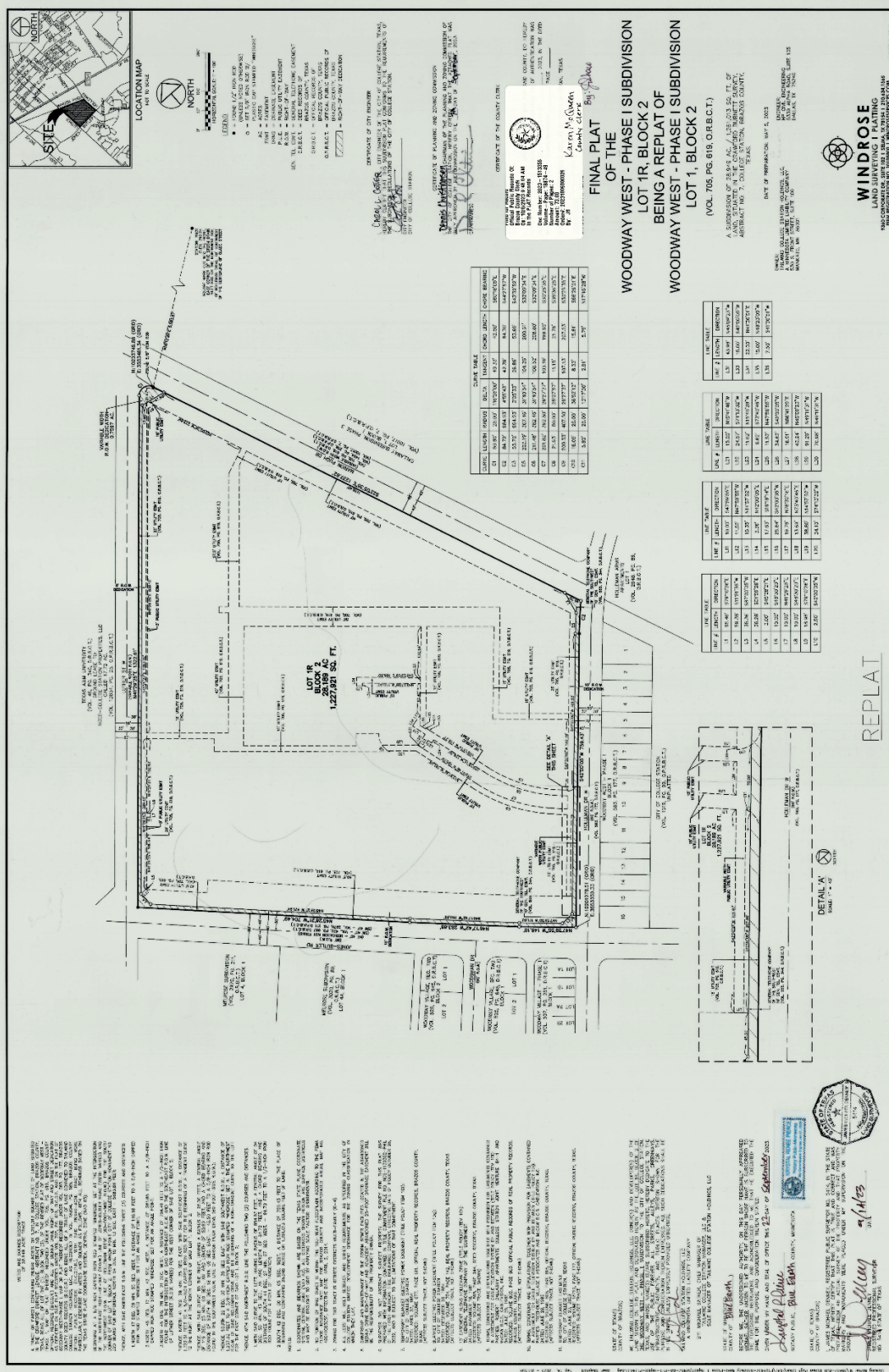
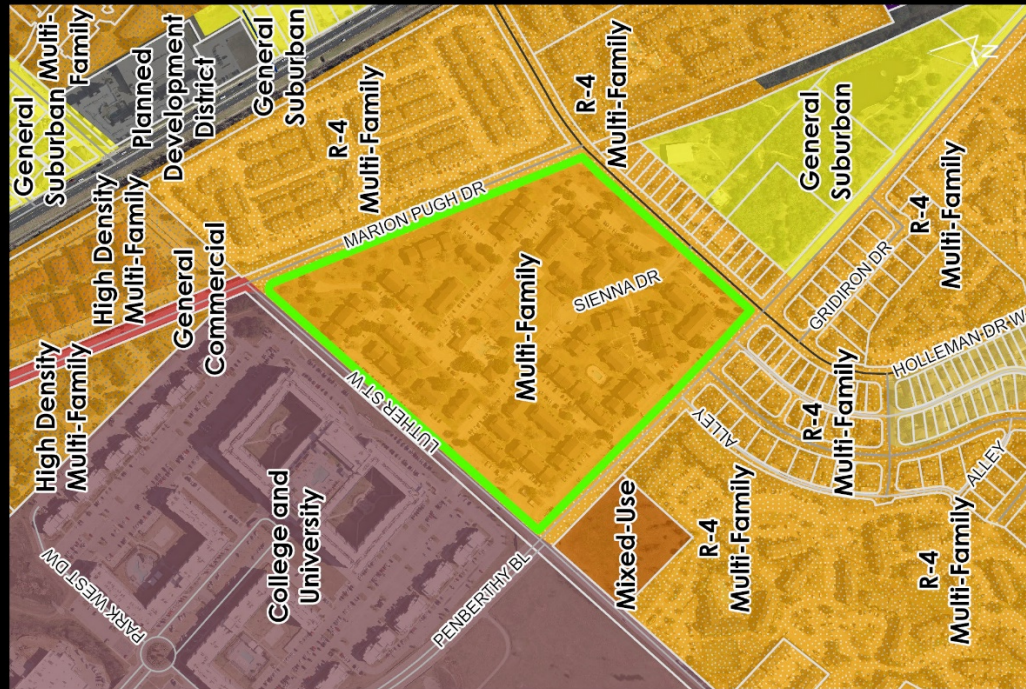
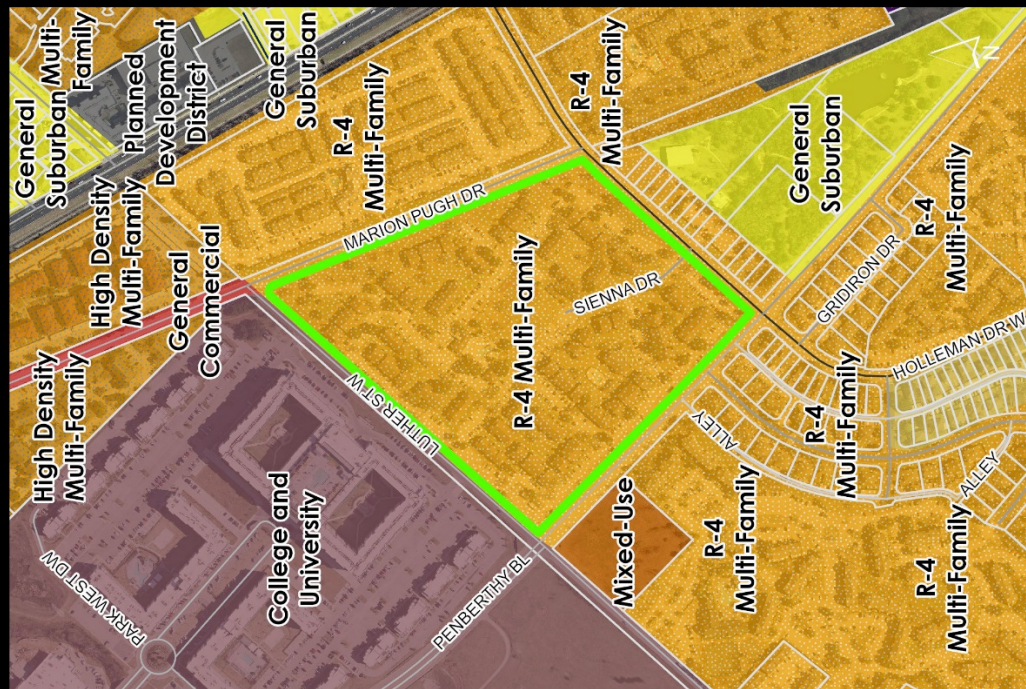


Exhibit B

PROPOSED Zoning



EXISTING Zoning



VICINITY MAP

THE LANDING
REZ2024-000001



HARVEY ROAD

ROCK PRAIRIE ROAD

DITCH PARKWAY

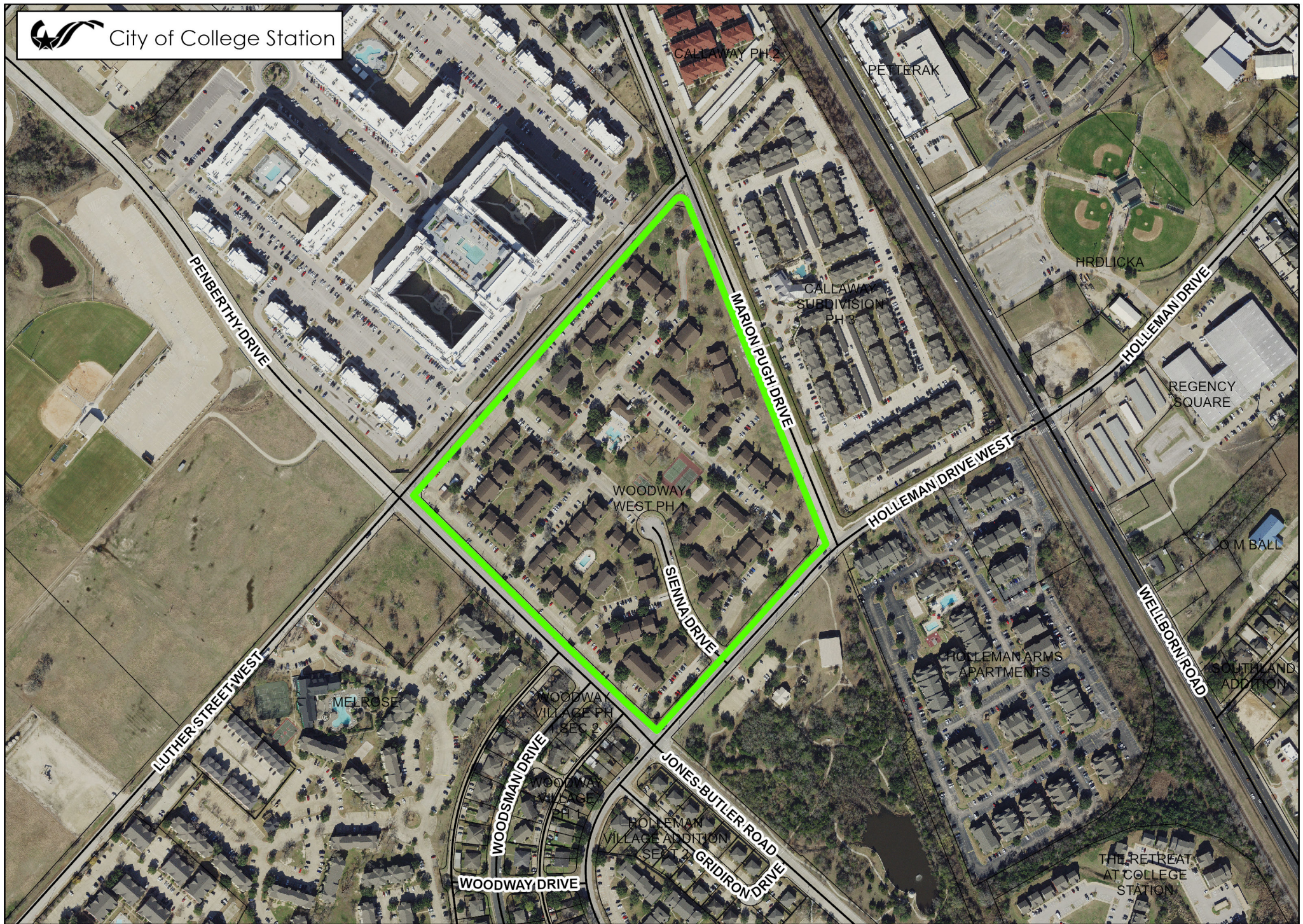
STATE HIGHWAY 6 S

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.5 3 Miles



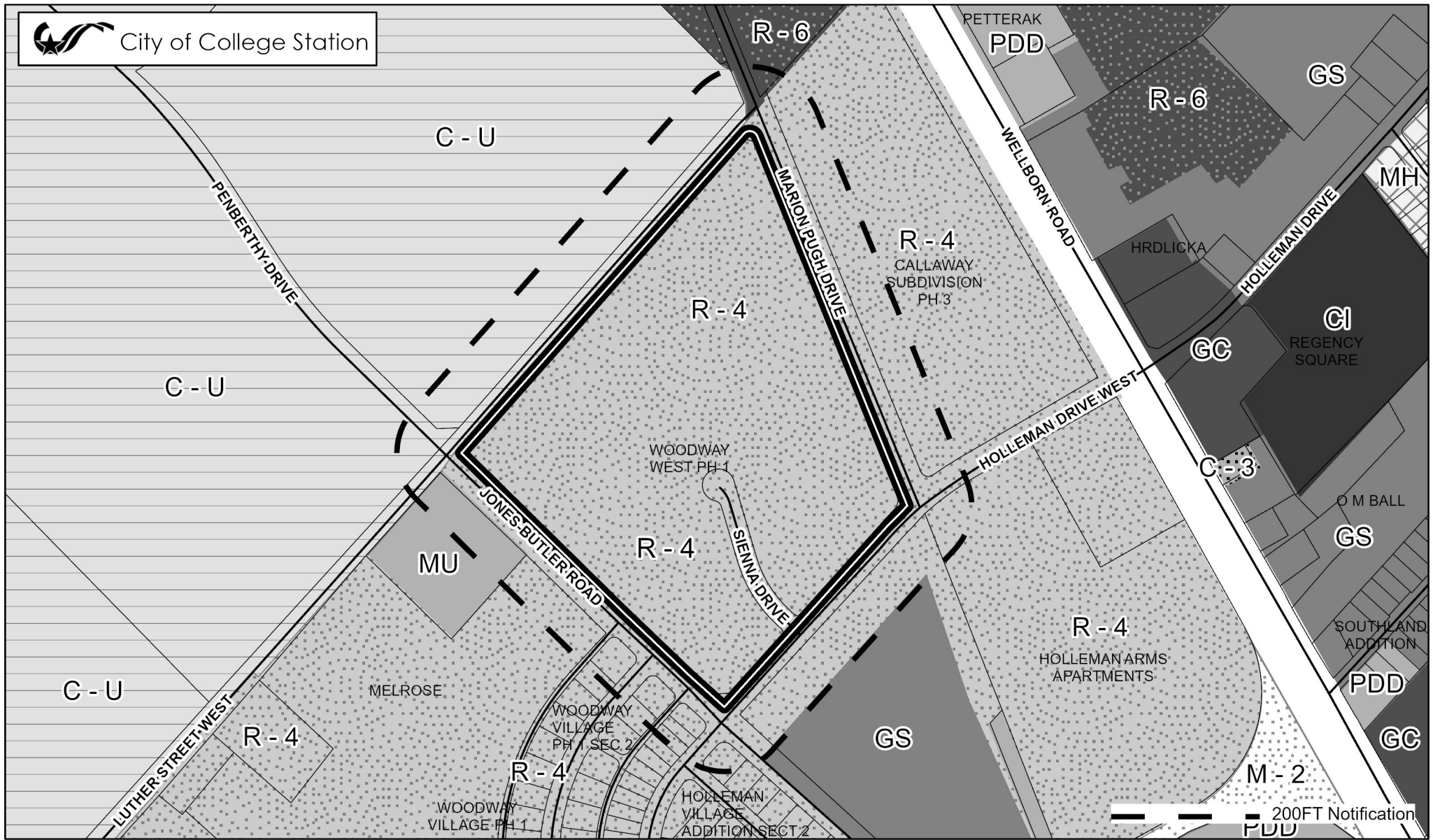


0 410 820 Feet

THE LANDING

Case:
REZ2024-000001

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

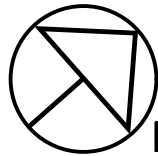


0 420 840 Feet

THE LANDING

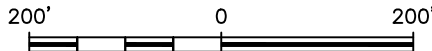
Case:
REZ2024-000001

REZONING



NORTH

SCALE: 1" = 200'

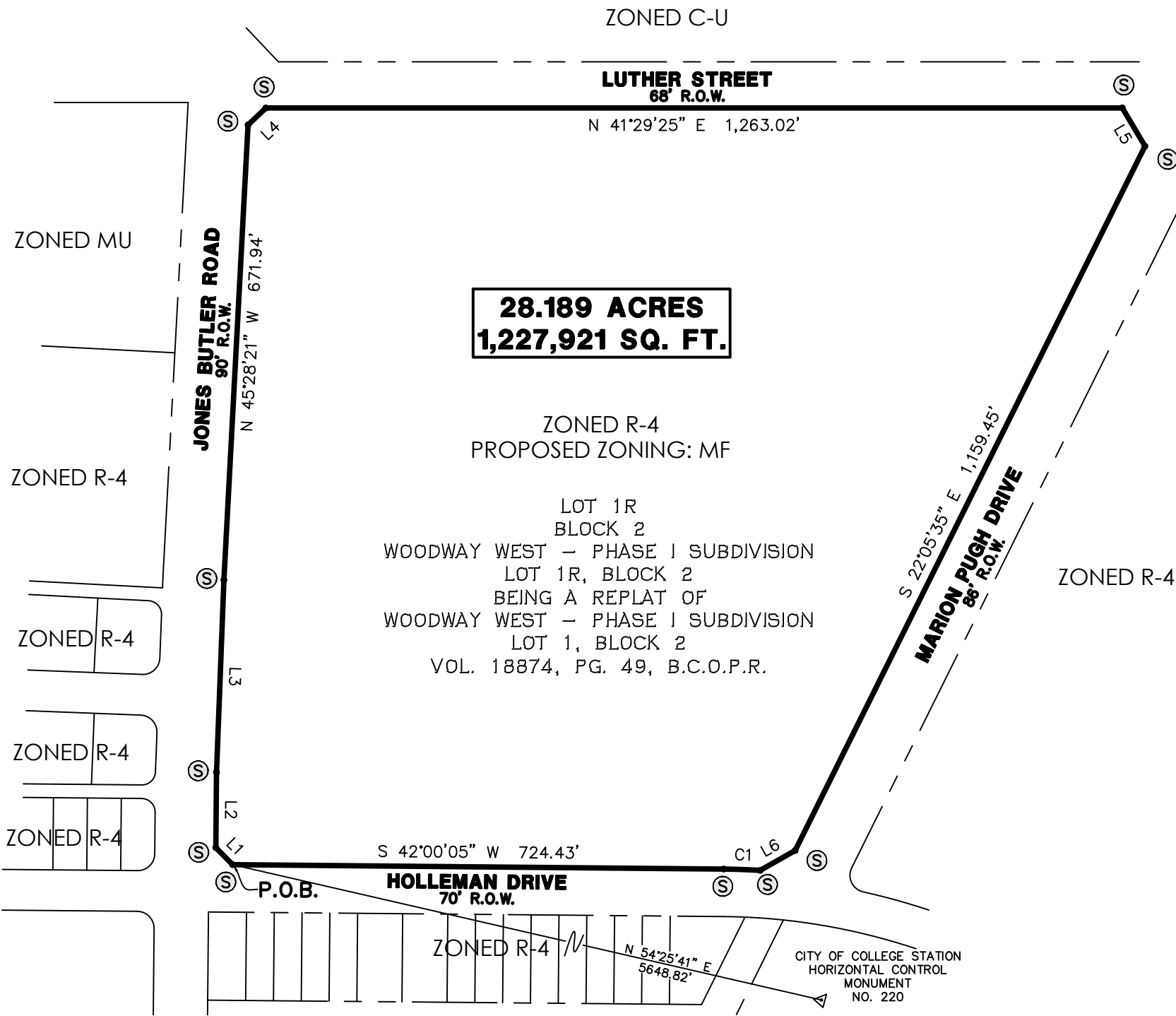


LEGEND

- P.O.B. - POINT OF BEGINNING
B.C.O.P.R. - BRAZOS COUNTY OFFICIAL PUBLIC RECORDS
R.O.W. - RIGHT-OF-WAY
- Ⓢ - SET 5/8" CAPPED IRON ROD STAMPED "WINDROSE"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 87°00'05" W	35.36'
L2	N 47°59'55" W	111.03'
L3	N 46°17'42" W	283.66'
L4	N 01°59'28" W	36.28'
L5	S 79°10'26" E	65.46'
L6	S 11°51'36" W	59.38'

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	994.93'	3°05'33"	53.70'	S 43°32'52" W	53.70'



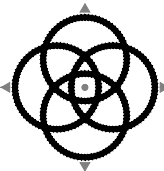
GENERAL NOTES

- SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
- BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, (NAD83); DISTANCES ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO STATE PLANE GRID DISTANCES BY APPLYING THE COMBINED SCALE FACTOR OF 0.999896579.
- THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
- THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

EXHIBIT
METES AND BOUNDS DESCRIPTION
28.189 ACRES
SITUATED IN THE
CRAWFORD BURNETT LEAGUE, A-7
BRAZOS COUNTY, TEXAS

FIELD BY:	DATE: 02-02-2024
DRAWN BY: JMD	REV: 02-13-2024
CHECKED BY:	REV:
JOB NO.	REV:
SHEET 1 OF 2	REV:

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WINDROSE
LAND SURVEYING | PLATTING

5353 W SAM HOUSTON PKWY N, STE 150 | HOUSTON, TX 77041 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 7, 2024
Advertised Council Hearing Date: March 28, 2024

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 17

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Texas A&M University	C-U College and University	Luther St W (2-lane major collector)
South	Parks and Greenways	GS General Suburban	Holleman Dr W (2-lane major collector) and John Crompton Park
East	Neighborhood Center	R-4 Multi-Family	Marion Pugh Dr (2-lane major collector)
West	Neighborhood Center	R-4 Multi-Family and MU Mixed Use	Jones Butler Rd (4-lane minor arterial)

DEVELOPMENT HISTORY

Annexed: February 1970
Zoning: R-1 Single Family Residential (upon annexation 1970)
R-3 (1976 & 1981)
R-1A (1982)
R-4 (1983)
Final Plat: Woodway West Phase 1
Site Development: Multi-family residential



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: THE LANDING (REZ2024-000001)

Address: 800 MARION PUGH DR

Legal Description: WOODWAY WEST PH 1, BLOCK 2, LOT 1 REPLAT, ACRES 28.12 & ASSOCIATED BPP

Total Acreage: 28.189

Applicant:: ADAMS AND REESE LLP

Property Owner: Tailwind College Station LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Since the property first received an R-4 zoning classification, College Station's population has exploded, due in large part to the continued growth of Texas A&M University. Student-oriented housing surrounds the property on three sides, including the U Club Townhomes, Park West, and the London. Even so, the city has an acute need for more student-oriented housing. A zone change from R-4 to MF will allow the property to build housing that falls within the "Shared Housing" use, and to take advantage of higher dwelling-unit-per-acre density rules.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

A zone change to MF is in accordance with the Comprehensive Plan. The Comprehensive Plan estimates that College Station will face a 10,000-dwelling-unit shortfall by 2030, and recognizes that "demand for student-oriented housing will continue to be a significant factor" in the city. A zone change to MF will allow the construction of Shared Housing, townhome-style apartments on the property, which will maximize available housing space while providing high quality housing options to students.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The R-4 and MF zoning districts overlap to some degree. However, for purposes of this rezoning request, the critical distinction is that the R-4 zoning district does not allow for Shared Housing while the MF zoning district does. The R-4 zoning district is thus unsuitable for the construction of townhome-style apartments intended to house more than four people.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Student-oriented housing surrounds the property on three sides, including the U Club Townhomes, Park West, and the London. Rezoning the property to an MF zoning district will allow the property to continue to provide student-oriented housing of the same types currently on the property, while also providing flexibility to build new student-oriented housing that takes advantage of the Shared Housing use permitted by MF.

Explain the suitability of the property for uses permitted by the current zoning district.

Student-oriented housing surrounds the property on three sides, including the U Club Townhomes, Park West, and the London. Rezoning the property to an MF zoning district will allow the property to continue to provide student-oriented housing of the same types currently on the property, while also providing flexibility to build new student-oriented housing that takes advantage of the Shared Housing use permitted by MF.

Explain the marketability of the property for uses permitted by the current zoning district.

The property is marketable for the types of student-oriented housing allowed in an R-4 zoning district. However, the R-4 zoning district does not allow for Shared Housing.

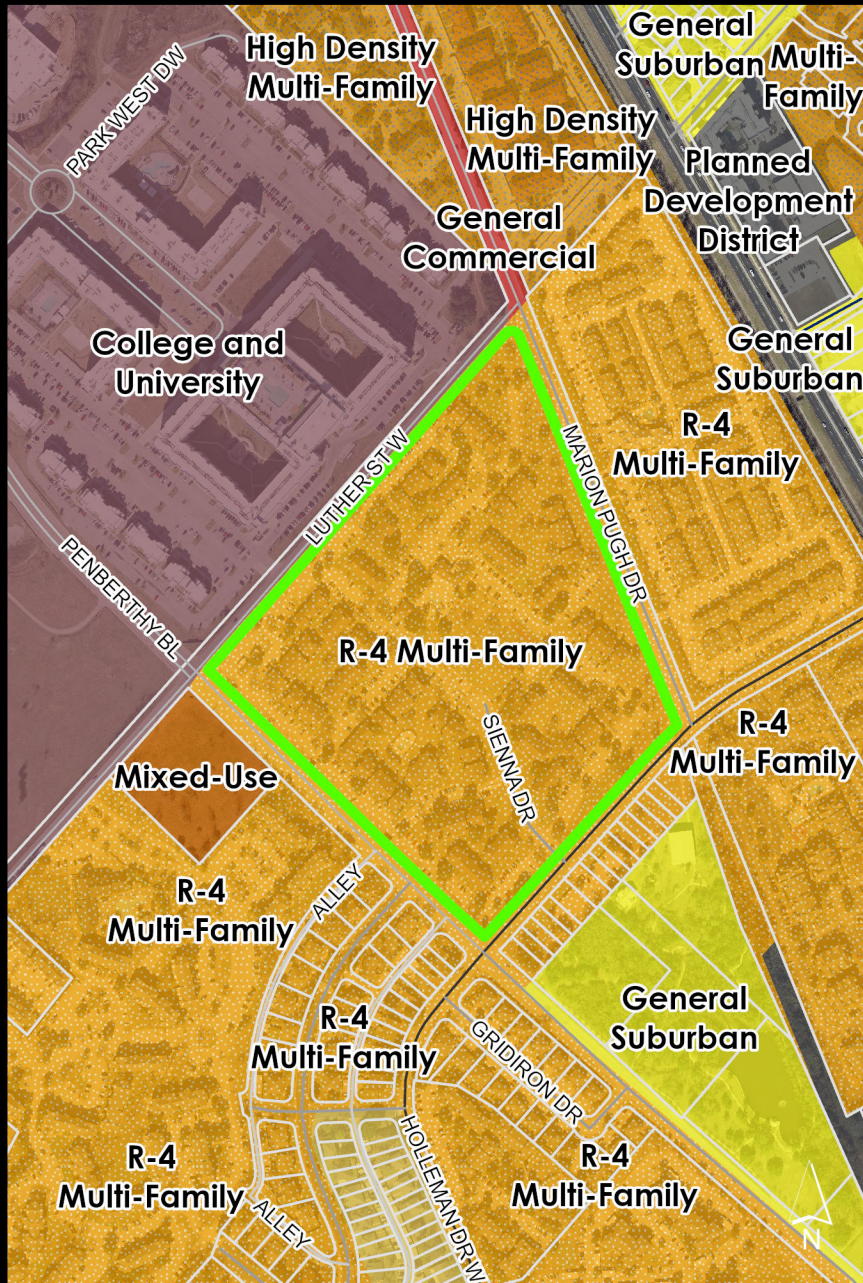
List any other reasons to support this zone change.

n/a

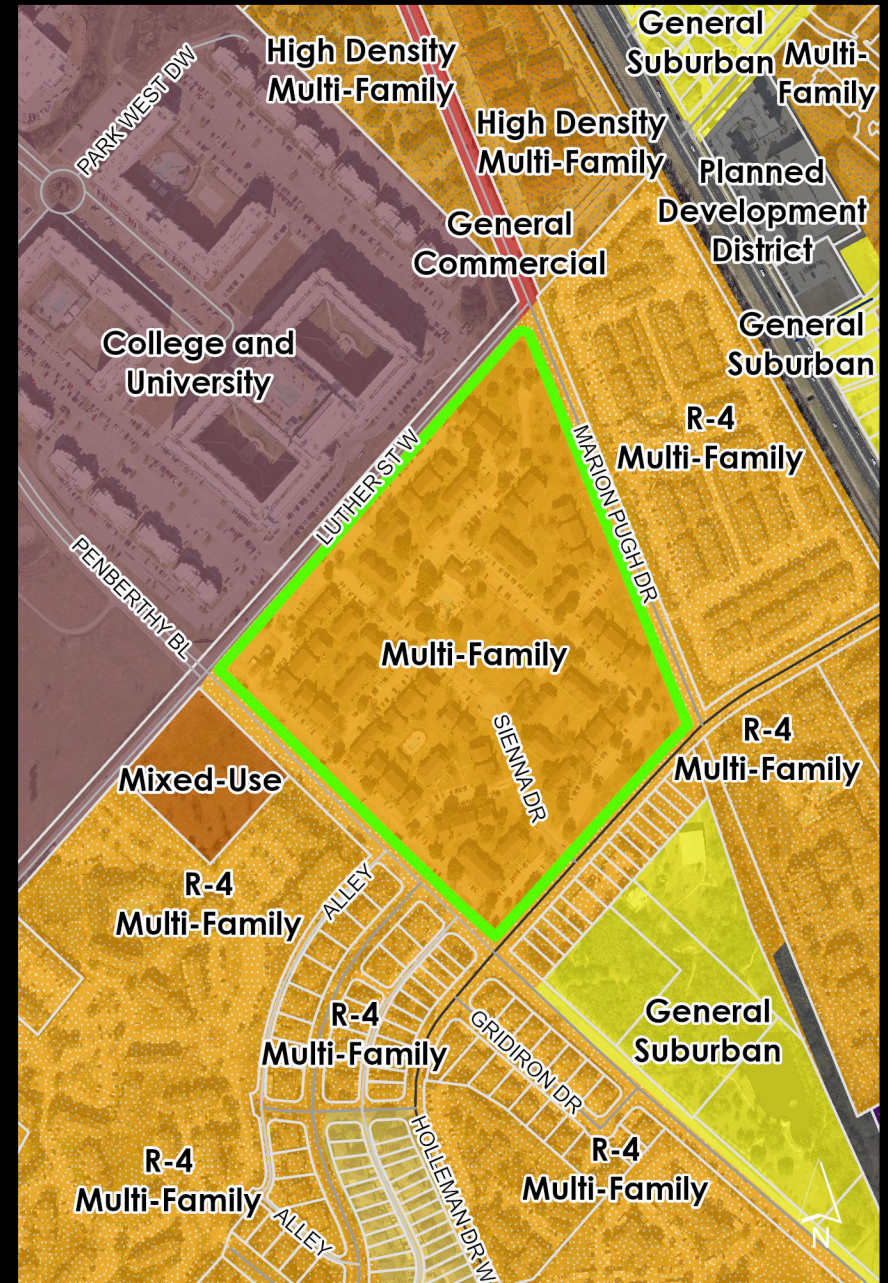
EXISTING Future Land Use



EXISTING Zoning



PROPOSED Zoning



March 28, 2024

Item No. 9.2.

Contract Termination - Habitat for Humanity 14015 Renee Lane

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding termination of a Community Development Block Grant Funding Contract with Bryan/College Station Habitat for Humanity.

Relationship to Strategic Goals:

Core Services & Infrastructure, Neighborhood Integrity

Recommendation(s): Staff recommends termination of the Community Development Block Grant Funding Contract (17300511) with B/CS Habitat for Humanity.

Summary: A Community Development Block Grant (CDBG) Funding Contract in the amount of \$794,000 was executed with Bryan-College Station Habitat for Humanity (Habitat) in July 2017. The budget included acquisition of the property at 14015 Renee Lane (1.57 ac.) for \$475,000 and soft costs, professional fees, a development fee, and infrastructure costs totaling \$319,000. Based on preliminary designs by the seller, Habitat estimated that they would be able to construct 8 single-family homes on the parcel of land. Significant drainage issues resulted in a final approved design of 5 platted lots. The contract does not provide any funds to Habitat for housing construction expenses.

This project has experienced significant delays and the cost for construction has increased significantly. Habitat responded to a Request for Proposal for the development of affordable housing in May 2023 requesting additional funds in the amount of \$300,000.

The final plat for the subdivision was approved on November 7, 2023. The approved infrastructure design includes paving, sidewalks, grading, sanitary sewer, storm sewer and water line improvements to support the development of single-family homes. Habitat released an RFP for infrastructure construction on February 2, 2024. Habitat's award of a construction contract in the amount of \$572,153 is pending. Habitat submitted a revised request for funds in March 2024 in the amount of \$446,921.

Based on the final estimated cost per house of \$448,184, Habitat and city staff mutually request the termination of contract 17300511. Habitat will be required to dispose of the property and reimburse the city in the amount of the fair market value of the property not to exceed \$514,592.43, the total amount of CDBG funds drawn to date by Habitat for the project. The expenditure of these funds did not result in meeting a national objective and is considered an ineligible use of CDBG funds.

The amount of CDBG funds drawn to date totals \$516,791.37. The amount of \$65,541.82 were funds from the 2015 CDBG grant and are subject to repayment by the City. Once repaid to HUD, the amount of \$65,541.82 will be recaptured by the U. S. Treasury and will not be available to College Station for future projects.

Budget & Financial Summary: Community Development Block Grant Funds are available in the FY2024 Community Development Budget.

Attachments:

1. Renee Lane Project Cost Summary

14015 Renee Lane/B-CS Habitat for Humanity CDBG Funding Agreement

Cost Summary Sources	Based on Original Proposal June 2017	Based on Final Plat June 2017	Response to RFP in May 2023 March 2024	Based on Revised Request March 2024
Number of Houses	8	5	5	5
Land Acquisition	\$477,307	\$477,307	\$477,307	\$477,307
Infrastructure Costs	\$248,000	\$248,000	\$420,232	\$572,153
Other Soft Costs/Fees	\$68,693	\$68,693	\$96,461	\$191,461
Housing Construction	\$700,000	\$700,000	\$1,000,000	\$1,000,000
Total Project	\$1,494,000	\$1,494,000	\$1,994,000	\$2,240,921
Per House Cost	\$186,750/House	\$298,800/House	\$398,800/House	\$448,184/House
CDBG Funds Requested	\$794,000	\$794,000	\$994,000	\$1,240,921

Timeline

Original Proposal (RFP 17-058)	May 2017	RFP 23-063 May 2023	Revised Request
Acquisition	July 2017		
Engineering Work Completed	Fall 2017		November 2023
Infrastructure Work Complete	Spring 2018	December 2023	May 2024
Home Construction Begins	Spring and Summer 2018	January 2024	October 2024
Home Construction Complete	Summer and Fall 2021	December 2024	April 2026
All House Sales Closed (latest)	Spring 2022	December 2024	April 2026

Draw Breakdown

Habitat Expenses	City Staff Costs
\$515,691.90	\$1,099.47

Habitat Repayment to HUD	Habitat Repayment to Local Account Funds	City Repayment to HUD
\$64,442.35	Not to exceed \$451,249.55	\$1,099.47

March 28, 2024
Item No. 9.3.
City-Wide Truck Parking Prohibition

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding (1) an ordinance amending Chapter 38 "Traffic and Vehicles," Article II "Stopping, Standing and Parking," by adding Section 38-49 "Commercial Motor Vehicle and Trailer Parking" to prohibit commercial motor vehicle and trailer parking within the city limits; and (2) an ordinance amending Chapter 38 "Traffic and Vehicles," Article II "Stopping, Standing and Parking," Section 38-45 "Parking Regulations for Certain Described Areas," and repealing Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1016 "No Commercial Motor Vehicle or Trailer Parking," to remove references to commercial motor vehicle and trailer parking by specific location.

Relationship to Strategic Goals:

1. Core Services & Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval of both ordinances.

Summary: During the workshop portion of the November 9, 2023, City Council meeting, City staff presented options for responding to the increase in truck parking throughout the city. The council directed staff to draft an ordinance prohibiting truck parking within the city limits and develop a plan to inform the public of the future prohibition. This item for consideration is two ordinance amendments to Chapter 38, Article II. The first adds section 38-49, which prohibits commercial vehicle and trailer parking within the city and defines commercial motor vehicles. The second amends section 38-45 by removing sections (b) and (d) and removes section 38-1016 from Article VI.

Staff plans to use the following to notify and educate the public about the amended ordinance:

- Social media posts and PSA on Channel 19
- Blog and website postings
- Temporary signs at high traffic locations
- Windshield fliers
- Dynamic Message Board Notifications
- Communication with the trucking community

Signage at the city limits is not required. Staff is recommending a period of six months of no enforcement of the ordinance to prepare the truck drivers for the change.

Budget & Financial Summary: The cost of promotional materials such as signs and fliers will be paid from the Traffic Engineering Operations budget.

Attachments:

1. Ordinance CH 38 Sec 38-49 No Commercial Motor Vehicle Parking
2. Ordinance CH 38 Sec 38-45 Amendment
3. Sec._38_45.____Redlines

4. Sec._38_1016.____To be repealed

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING, AND PARKING,” BY ADDING SECTION 38-49 “COMMERCIAL MOTOR VEHICLE AND TRAILER PARKING,” TO THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, REGULATING COMMERCIAL MOTOR VEHICLE AND TRAILER PARKING, 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 38, “Traffic and Vehicles,” Article II “Stopping, Standing, and Parking,” of the Code of Ordinances of the City of College Station, Texas, be amended by adding Section 38-49 “Commercial Motor Vehicle and Trailer Parking,” as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article II. "Stopping, Standing, and Parking," be amended by adding Section 38-49 "Commercial Motor Vehicle and Trailer Parking," and is hereby created to read as follows:

(a) No Commercial Vehicle or Trailer Parking. It is unlawful and prohibited for any person to stop, stand, or park a commercial motor vehicle or trailer on any street or alley in the City. This section does not apply to commercial motor vehicles or trailers engaged in authorized public works, active loading or unloading of goods or passengers, or actively servicing an adjacent property.

(b) Commercial Motor Vehicle in this Section, means a motor vehicle, trailer, or combination of motor vehicles used to transport property or people that:

- (1)** Has a gross combination weight or a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight or a gross vehicle weight rating of more than 10,000 pounds; or
- (2)** Has a gross vehicle weight or a gross vehicle weight rating of 26,001 or more pounds.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING, AND PARKING,” SECTION 38-45 “PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS,” AND REPEALING ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1016 “NO COMMERCIAL MOTOR VEHICLE OR TRAILER PARKING,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, TO REMOVE REFERENCES TO COMMERCIAL MOTOR VEHICLES, 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 38, “Traffic and Vehicles,” Article II “Stopping, Standing, and Parking,” Section 38-45 “Parking Regulations for Certain Described Areas,” 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 Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1016 “No Commercial Motor Vehicle or Trailer Parking,” be repealed.
- PART 3:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 4:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 5:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article II. "Stopping, Standing, and Parking," Section 38-45 "Parking Regulations for Certain Described Areas," and is hereby amended to read as follows:

(a) The City hereby designates certain areas to be controlled by "No Parking Here to Corner" or "No Parking Anytime" locations for the City are described in Section 38-1014.

(b) The City Manager or designee may temporarily allow parking where parking is currently prohibited by City ordinance as part of a City event or special event as defined elsewhere in this Code, or any time when determined necessary for the safety of the general public. When temporary on-street parking is allowed as set forth above, the existing "No Parking Here to Corner" or "No Parking Anytime" signs shall be removed or otherwise altered to provide such notice to citizens. Signs shall not be removed or otherwise altered for more than a consecutive 72-hour period.

Sec. 38-45. Parking regulations for certain described areas.

- (a) The City hereby designates certain areas to be controlled by "No Parking Here to Corner" or "No Parking Anytime" locations for the City are described in Section 38-1014.
- ~~(b) The City hereby prohibits commercial motor vehicle parking, stopping or stand in certain designated areas controlled by "No Truck Parking" signs. Commercial Motor Vehicle Parking, Stopping or Standing and trailer parking, stopping or standing shall be prohibited in the areas described in Section 38-1016, unless actual supervised loading or unloading of goods or passengers or for commercial motor vehicles providing an active service to an adjacent property.~~
- (be) The City Manager or designee may temporarily allow parking where parking is currently prohibited by City ordinance as part of a City event or special event as defined elsewhere in this Code, or any time when determined necessary for the safety of the general public. When temporary on-street parking is allowed as set forth above, the existing "No Parking Here to Corner" or "No Parking Anytime" signs shall be removed or otherwise altered to provide such notice to citizens. Signs shall not be removed or otherwise altered for more than a consecutive 72-hour period.
- ~~(d) The term "commercial motor vehicle" in Section 38-1014 and Section 38-1016, means a motor vehicle or combination of motor vehicles used to transport property that:
 - ~~(1) Has a gross combination weight or a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight or a gross vehicle weight rating of more than 10,000 pounds; or~~
 - ~~(2) Has a gross vehicle weight or a gross vehicle weight rating of 26,001 or more pounds.~~
 - ~~(3) For purposes of this section, and Section 38-1016, the term commercial motor vehicle includes trailer.~~~~

(Code 2011 (Repub.), § 10-4(E); Ord. No. 2016-3755, exh. A(10-4), 3-31-2016; Ord. No. 2016-3771, exh. A(10-4), 5-16-2016; Ord. No. 2016-3772, exh. A(10-4), 5-16-2016; Ord. No. 2016-3783, exh. A(10-4), 7-14-2016; Ord. No. 2016-3787, exh. A(10-4), 7-28-2016; Ord. No. 2016-3807, exh. A(10-4), 9-22-2016; Ord. No. 2016-3818, exh. A(10-4), 10-13-2016; Ord. No. 2017-3894, Pt. 1(Exh. A), 7-13-2017; Ord. No. 2017-3911, Pt. 1(Exh. A), 8-10-2017; Ord. No. 2023-4455, Pt. 1(Exh. A), 8-10-2023)

Sec. 38-1016. No commercial motor vehicle or trailer parking.

Traveling on	Between	Travel Direction	
Ponderosa	Longmire and State Highway 6 Frontage Road South	East	No parking, stopping, or standing

(Ord. No. 2023-4455 , Pt. 1(Exh. C), 8-10-2023

March 28, 2024
Item No. 9.4.
ETJ Release Petitions

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on resolutions regarding extraterritorial jurisdiction (ETJ) release petitions for approximately (1) 5.569 acres of land generally located at Raymond Stotzer and Jones Road, (2) 46.59 acres of land generally located at 2321 and 2327 Arrington Road, and (3) 17.34 acres of land generally located at Stousland Road and Saddle Creek Drive.

Relationship to Strategic Goals:

Recommendation(s): The purpose of the extraterritorial jurisdiction (ETJ) of municipalities is to promote and protect the general health, safety, and welfare of people residing in and adjacent to the city. After review, staff has determined that the removal of these properties from the City's ETJ will have a negative effect on the general health, safety and welfare of people residing in and adjacent to the City. Mainly, the removal would cause negative impacts to the health, safety, and welfare in administering emergency services to these areas, as well as impacting the orderly subdivision and development of land. Staff recommends denial of the ETJ release petitions.

Summary: Texas Senate Bill 2038 (SB 2038), which is a new statute which conflicts with current statutory law, allows property owners in the extraterritorial jurisdiction (ETJ) to leave the City's ETJ through a petition or election. The ETJ is a set area outside the city limits (College Station's ETJ is 5 miles from the city limits) in which the city can exercise certain legal powers, such as regulating subdivisions. SB 2038 has since been codified under Chapter 42 Subchapter D of the Texas Local Government Code:

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENT FROM
EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.102. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.103. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter. Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

(b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

(e) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

In addition to the above statute, 42.023 of the Texas Local Government Code requires the governing body of the municipality to give its written consent by ordinance or resolution if it desires to reduce its ETJ area:

Sec. 42.023. REDUCTION OF EXTRATERRITORIAL JURISDICTION. The extraterritorial jurisdiction of a municipality may not be reduced unless the governing body of the municipality gives its written consent by ordinance or resolution, except:

- (1) in cases of judicial apportionment of overlapping extraterritorial jurisdictions under Section [42.901](#);
 - (2) in accordance with an agreement under Section [42.022](#)(d);
- or
- (3) as necessary to comply with Section [42.0235](#).

Under this item, the owners of three separate properties have petitioned the City to release their property from the City's ETJ.

Budget & Financial Summary:

Attachments:

- 1. ETJ Denial Resolution Raymond Holdings 3-13-2024
- 2. Raymond Holdings 5.569 Acre Petition Exhibit A
- 3. ETJ Denial Resolution MSG-Arrowhead 3-13-24
- 4. MSG-Arrowhead 46.59 Acre Petition Exhibit A
- 5. ETJ Denial Resolution Pittman 3-13-2024
- 6. Pittman 17.34 Acre Petition Exhibit A
- 7. ETJ Property Map 3-18-24

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING RAYMOND HOLDINGS, LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 30, 2023, Raymond Holdings, LLC. ("Petitioner") submitted a petition attached as **Exhibit "A"** ("Petition") for releasing property from the City of College Station's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the property sought to be released is located west of HWY 47 on Raymond Stotzer Parkway and described by metes and bounds in **Exhibit "A"** ("Property"); and

WHEREAS, pursuant to Texas Local Government Code Section 42.023, the City's ETJ may only be reduced if the City Council has exercised its legislative authority consenting to reducing the City's ETJ by ordinance or resolution; and

WHEREAS, pursuant to Texas Constitution, Article II, Section 1, landowners may not be delegated legislative authority to remove their property from the City's ETJ without the City Council's consent by ordinance or resolution; and

WHEREAS, Texas Local Government Code Chapter 42 Subchapter D. (SB 2038) is an unconstitutional delegation of the City's legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023; and

WHEREAS, the City Council finds that it has taken no action by ordinance or resolution regarding the Petition or Property; and

WHEREAS, it is in the best interest of the City to deny the Petition and the removal of the Property from the City's ETJ, and to any reduction in size of the City's ETJ; and deny any previous actions under Texas Local Government Code Chapter 42 Subchapter D. (SB 2038); now therefore,

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

PART 1: The above recitals are adopted as findings of the City Council.

PART 2: The Petition for Release of the Property in **Exhibit "A"** from the City's ETJ is denied and the Property remains in the City's ETJ.

PART 3: The City denies any written consent by ordinance or resolution or action under Texas Local Government Code Chapter 42 Subchapter D (SB 2038) to remove the Property from the City's ETJ and any reduction in size of the City's ETJ.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 28th day of March 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

Approximately 5.569 acres of land being in the John H. Jones League Survey, Abstract 26, generally located at Raymond Stotzer and Jones Road.

Glenn Jones
PE #97600
Firm #9951



Consulting • Engineering • Construction

Services

PO Box 5192
Bryan, Texas 77805
Phone: 979-739-0567
gjones@j4engineering.com

November 30, 2023

Tanya D. Smith
City Secretary - City of College Station
1101 Texas Avenue
College Station, Texas 77840

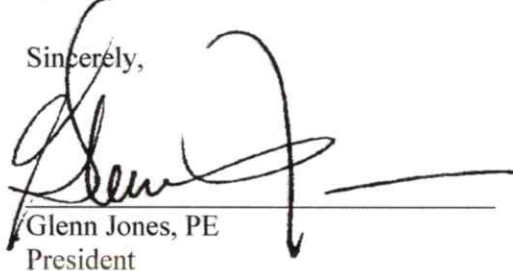
RE: Petition to Remove Property from City's ETJ

Ms. Smith,

On behalf of my client, Raymond Holdings, LLC c/o Mahendimohmad and Rashida Charolia, who has undersigned below, and is the owner of 5.569 Acre Tract in the John H. Jones League Survey, Abstract 26, in accordance with Senate Bill 2038, hereby petitions that said property be removed from the City of College Station's Extra Territorial Jurisdiction (ETJ). Said property is further defined by Exhibit A, attached hereto and containing a certified survey of the property with metes and bounds description.

If there are any questions or further information needed, please do not hesitate to contact me at 979-739-0567.

Sincerely,



Glenn Jones, PE
President



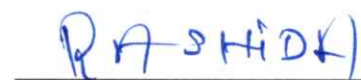
Mahendimohmad Charolia
Property Owner

Date Signed:

11.30.2023

DOB:

04.06.1967



Rashida Charolia
Property Owner

Date Signed:

11.30.2023

DOB:

07.11.1970

Residential Mailing Address (for both):
5307 Jupiter Hills Court
College Station, TX 77845

"Aggie Owned and Operated"

-Page 1 of 1-



FIELD NOTES DESCRIPTION

OF A

5.569 ACRE TRACT

JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26

BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 5.569 ACRES IN THE JOHN H. JONES LEAGUE SURVEY, ABSTRACT 26, IN BRAZOS COUNTY, TEXAS, BEING ALL OF A CALLED 5.567 ACRE TRACT OF LAND, CONVEYED TO RAYMOND HOLDINGS, LLC IN VOLUME 18356, PAGE 148 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 5.569 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the northwest line of Raymond Stotzer Parkway (variable width right-of-way, per TXDOT right-of-way plans and 4464/185 OPRBCT), for the east corner of Aggieland Business Park, Phase 2 recorded in Volume 18152, Page 264 (OPRBCT) and being the south corner of said 5.567 acres and the south corner hereof;

THENCE, with the common line of said Aggieland Business Park, Phase 2 and said 5.567 acres, **N 47° 27' 45" W**, for a distance of **471.52 feet** to a 1/2 inch iron rod found at an angle point in the southeast line of the remainder of a called 35.9004 acre tract of land conveyed to Martha Ann Williams in Volume 4464, Page 185 (OPRBCT), for the north corner of said Aggieland Business Park, Phase 2, and being the east corner of said 5.567 acres and the east corner hereof;

THENCE, with the common line of said remainder of 35.9004 acres and said 5.567 acre, **N 41° 32' 51" E**, for a distance of **520.15 feet** to a 5/8 inch iron rod with a plastic cap stamped "PACHECO KOCH" found on the southwest line of the remainder of a called 15 acre tract of land conveyed to Vicki Hiestand Weir in Volume 13159, Page 68 (OPRBCT), for the east corner of said remainder of 35.9004 acres and being the north corner of said 5.567 acres and the north corner hereof, from which City of College Station Monument bears N 60° 34' 08" E, a distance of 1,618.35 feet;

THENCE, with the common line of said remainder of 15 acres and said 5.567 acres, **S 46° 06' 31" E**, for a distance of **471.84 feet** to a 1/2 inch iron rod found on the northwest line of Raymond Stotzer Parkway, for the south corner of said remainder of 15 acres and being the east corner of said 5.567 acres and the east corner hereof;

THENCE, with the common line of Raymond Stotzer Parkway and said 5.567 acres, **S 41° 32' 51" W**, for a distance of **509.00 feet** to the **POINT OF BEGINNING** hereof and containing **5.569 acres**, more or less.

Surveyed on the ground January 2023 under my supervision. See plat prepared January 2023 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010578745203 (calculated using GEOID12B). Reference drawing: 22-1054-TITLE-5. Revised 01/31/2023: Added a City of College Station monument tie.



Michael Konetski 1/30/23

Michael Konetski

Registered Professional Land Surveyor No. 6531

KERR
SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING MSG SERVICES, INC.'S AND ARROWHEAD VILLAGE PARTNERS, LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 22, 2023, MSG Services, Inc. and Arrowhead Village Partners, LLC ("Petitioner") submitted a petition attached as **Exhibit "A"** ("Petition") for releasing property from the City of College Station's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the property sought to be released is located approximately in the area of Windham Ranch Road and Arrington Road and described by plat in **Exhibit "A"** ("Property"); and

WHEREAS, pursuant to Texas Local Government Code Section 42.023, the City's ETJ may only be reduced if the City Council has exercised its legislative authority consenting to reducing the City's ETJ by ordinance or resolution; and

WHEREAS, pursuant to Texas Constitution, Article II, Section 1, landowners may not be delegated legislative authority to remove their property from the City's ETJ without the City Council's consent by ordinance or resolution; and

WHEREAS, Texas Local Government Code Chapter 42 Subchapter D. (SB 2038) is an unconstitutional delegation of the City's legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023; and

WHEREAS, the City Council finds that it has taken no action by ordinance or resolution regarding the Petition or Property; and

WHEREAS, it is in the best interest of the City to deny the Petition and the removal of the Property from the City's ETJ, and to any reduction in size of the City's ETJ; and deny any previous actions under Texas Local Government Code Chapter 42 Subchapter D. (SB 2038); now therefore,

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

PART 1: The above recitals are adopted as findings of the City Council.

PART 2: The Petition for Release of the Property in **Exhibit "A"** from the City's ETJ is denied and the Property remains in the City's ETJ.

PART 3: The City denies any written consent by ordinance or resolution or action under Texas Local Government Code Chapter 42 Subchapter D (SB 2038) to remove the Property from the City's ETJ and any reduction in size of the City's ETJ.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 28th day of March 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

Approximately 2.768 acres of land being Bewley Addition, Phase 1, Block 1, Lot 1 and 43.82 acres of land in the S.W. Roberston Survey, A-202 generally located at 2321 and 2327 Arrington Road.

**FOR OFFICE USE ONLY**

CASE NO.: _____

DATE SUBMITTED: _____

TIME: _____

STAFF: _____

**PLANNING & DEVELOPMENT SERVICES
TRANSMITTAL LETTER**

Please check one of the options below to clearly define the purpose of your submittal.

- ☐ New Project Submittal
- ☐ Incomplete Project Submittal - documents needed to complete an application. Case No.: _____
- ☐ Existing Project Submittal. Case No.: _____

Project Name Arrowhead VillageContact Name Michael SchaeferPhone Number 979575-4180

We are transmitting the following for Planning & Development Services to review and comment (check all that apply):

- | | |
|---|--|
| ☐ Comprehensive Plan Amendment | ☐ Non-Residential Architectural Standards |
| ☐ Rezoning Application | ☐ Irrigation Plan |
| ☐ Conditional Use Permit | ☐ Variance Request |
| ☐ Preliminary Plan | ☐ Development Permit |
| ☐ Final Plat | ☐ Development Exaction Appeal |
| ☐ Development Plat | ☐ FEMA CLOMA/CLOMR/LOMA/LOMR |
| ☐ Site Plan | ☐ Grading Plan |
| ☐ Special District Site Plan | ☐ Other - Please specify below |
| ☐ Special District Building / Sign | _____ |
| ☐ Landscape Plan | _____ |

INFRASTRUCTURE AND ENGINEERING DOCUMENTS

All infrastructure documents must be submitted as a complete set.

The following are included in the complete set:

- | | |
|---|---|
| ☐ Comprehensive Plan Amendment | ☐ Waterline Construction Documents |
| ☐ TxDOT Driveway Permit | ☐ Sewerline Construction Documents |
| ☐ TxDOT Utility Permit | ☐ Street Construction Documents |
| ☐ Drainage Letter or Report | ☐ Easement Application |
| ☐ Fire Flow Analysis | ☐ Other - Please specify |

Special Instructions:



ARROWHEAD VILLAGE

September 22, 2023

City of College Station – City Secretary's Office
Attn: Tanya Smith
1101 Texas Avenue
College Station, Texas 77842

RE: 2321 Arrington Road & 2327 Arrington Road – Petition for Release from the City of College Station's Extraterritorial Jurisdiction

Tanya:

In accordance with Texas Local Government Code, Chapter 42, Subchapter D, please let this letter serve as the Petition for Release from the City of College Station's Extraterritorial Jurisdiction for the following properties:

- **2321 Arrington Road (Bewley Addition, Phase 1, Block 1, Lot 1)**
 - Owner: MGS Services, Inc.
 - CAD Property ID: 350748
 - Further shown and described on Exhibit A (attached)
- **2327 Arrington Road (S.W. Robertson Survey, A-202, Tract 7.42)**
 - Owner: Arrowhead Village Partners, LLC
 - CAD Property ID: 446200
 - Further shown and described on Exhibit B (attached)

Let me know if you need any further information to process this Petition.

Respectfully Submitted,

Michael Schaefer, President
MGS Services, Inc.

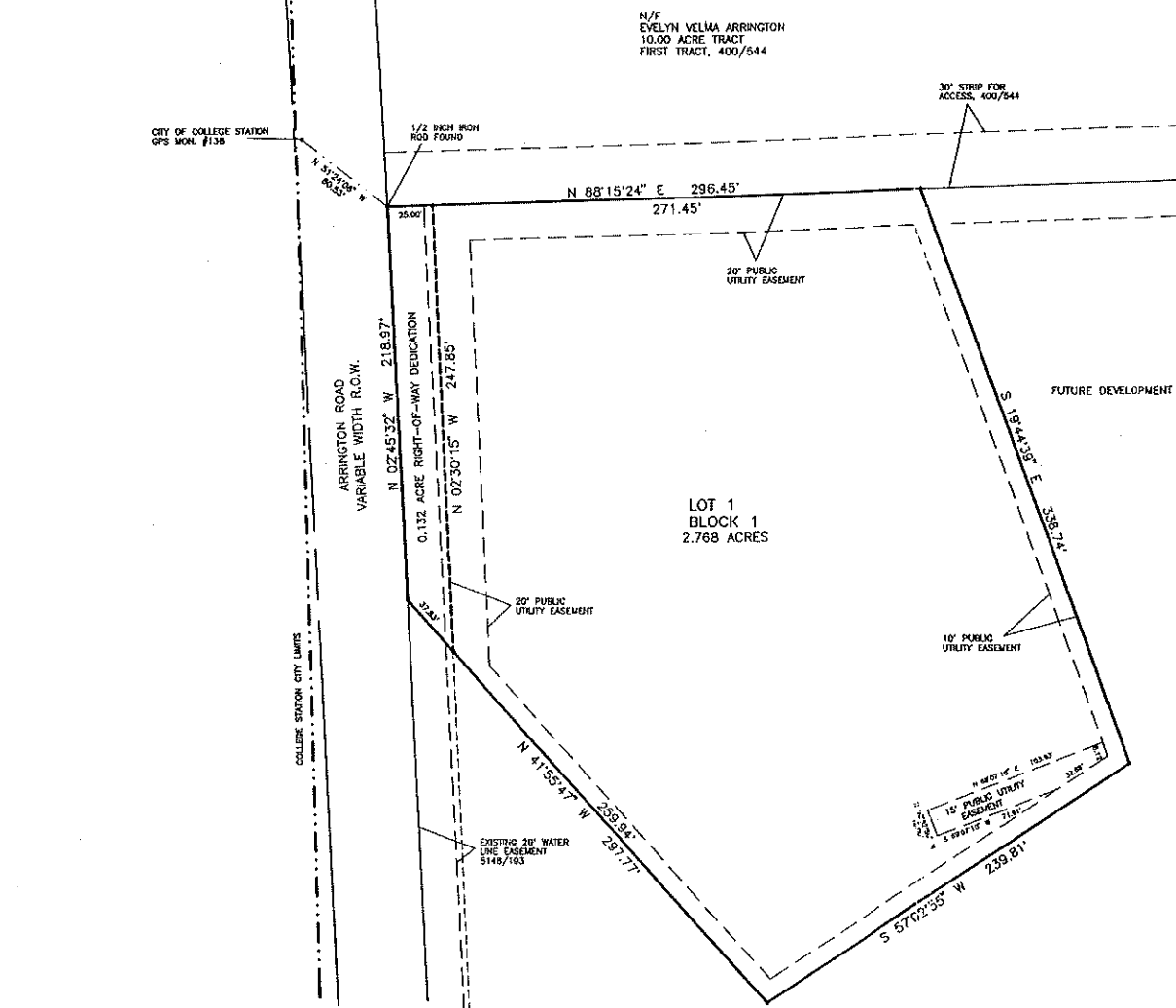
Michael Schaefer, Manager
Arrowhead Village Partners, LLC

CC: Bryan Woods, College Station City Manager
Michael Ostrowski, Planning & Development Services Director

Enclosures:

- Exhibit A – Plat (2321 Arrington Road; College Station)
- Exhibit B – Survey (2327 Arrington Road; College Station)
- Certificate of Filing – MGS Services, Inc.
- Certificate of Filing – Arrowhead Village Partners, LLC
- City of College Station Preliminary Plan Owner Certification

EXHIBIT A



METES AND BOUNDS DESCRIPTION
2.90 ACRE TRACT
S. W. ROBERTSON LEAGUE, A-202
BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE S. W. ROBERTSON LEAGUE, ABSTRACT NO. 202, BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 78.252 ACRE TRACT DESCRIBED AS BEING THE WEST HALF OF A 157.8 ACRE TRACT AS DESCRIBED BY A DEED TO THE LEONARD R. BEWLEY AND AUDREY L. BEWLEY REVOCABLE LIVING TRUST RECORDED IN VOLUME 2259, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF ABRINGTON ROAD (A COUNTY MAINTAINED PUBLIC ROAD) MARKING THE NORTHWEST CORNER OF SAID 78.252 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED AS FIRST TRACT BY A DEED TO EVELYN VELMA ABRINGTON RECORDED IN VOLUME 400/544 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 88°15'24\"/>

- GENERAL NOTES**
1. ALL LOTS SERVED BY ON-SITE SEWAGE FACILITIES (OSSFs) MUST COMPLY WITH COUNTY AND STATE OSSF REGULATIONS. ALL OSSF CONSTRUCTION MUST HAVE AN "AUTHORIZATION TO CONSTRUCT" PERMIT ISSUED BY THE BRAZOS COUNTY HEALTH DEPARTMENT. THIS PERMIT ENSURES COMPLIANCE WITH COUNTY ORDER ADOPTED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, PURSUANT TO THE PROVISIONS OF SECTION 21.084 OF THE TEXAS WATER CODE.
 2. ALL LOTS WILL BE REQUIRED TO HAVE A SITE/SOIL EVALUATION ON FILE WITH THE BRAZOS COUNTY HEALTH DEPARTMENT BEFORE ON-SITE SEWAGE FACILITIES MAY BE CONSTRUCTED.
 3. ON-SITE SEWAGE FACILITIES DISPOSAL AREAS SHALL NOT ENCRUMBER THE 100 FOOT OR THE 150 FOOT SANITARY ZONE OF A PRIVATE OR PUBLIC WELL, RESPECTIVELY.
 4. WELLBORN S.U.D. WILL PROVIDE WATER SERVICE FOR THE SUBDIVISION.
 5. SEWAGE SYSTEM DESIGN HEREON IS BASED ON GROUND NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 6. SUBJECT PROPERTY DOES NOT LIE WITHIN A DESIGNATED FLOOD PLAIN AREA ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 4804100205 D, DATED FEBRUARY 8, 2001.
 7. 5/8 INCH IRON ROD AT ALL CORNERS UNLESS OTHERWISE NOTED.
 8. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH ANY REGULATING ORDINANCES.

Doc. EN Vol. Pg.
01035173 BR 9212 33

Filed for Record at
BRAZOS COUNTY
On: Jul 15/2009 at 08:38P

As a
Plat

Document Number: 01035173
Amount: \$8.00
Receipt Number: 370209
By: Betty King

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stated herein by me
and was duly recorded in the volume and page
of the Official Public Records of:
BRAZOS COUNTY
as stated herein by me.
Jul 15/2009

HONORABLE EAREN McQUEEN, CLERK
BRAZOS COUNTY

CERTIFICATE OF CITY ENGINEER
I, ALAN GIBBS, City Engineer of the City of College
Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the
Subdivision Regulations of the City of College Station.

Alan Gibbs
City Engineer
City of College Station

APPROVAL OF PLANNING AND ZONING COMMISSION
I, John Nichols, Chairman of the Planning and Zoning
Commission of the City of College Station, hereby certify that the attached plat was duly
approved by the Commission on the 15th day of July, 2009, in the Official Public Records of Brazos County, Texas, in
Volume 01035173, Page 33.

John Nichols
Chairman
City of College Station

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS
COUNTY OF BRAZOS

I, Karen McQueen, County Clerk, in and for said county, do hereby certify that this plat, together with its certification of authentication, was filed for record in my office on the 15th day of July, 2009, in the Official Public Records of Brazos County, Texas, in Volume 01035173, Page 33.

WITNESS my hand and official Seal, at my office in Bryan, Texas.

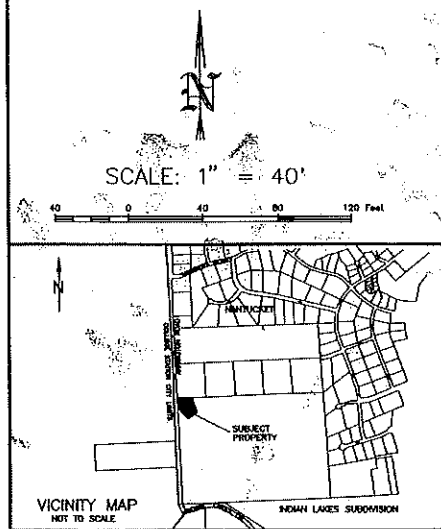
Karen McQueen
County Clerk
Brazos County, Texas

CERTIFICATE OF APPROVAL

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas, as the Final Plat of such subdivision on the 15th day of July, 2009.

Signed this 15th day of July, 2009.

Ronald E. King
County Judge, Brazos County, Texas



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Michael R. Bewley, owner and developer of the land shown on this plat, and designated herein as Lot 1, Block 1, BEWLEY ADDITION to Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places thereon shown for the purpose and consideration therein stated.

Michael R. Bewley
Owner(s)

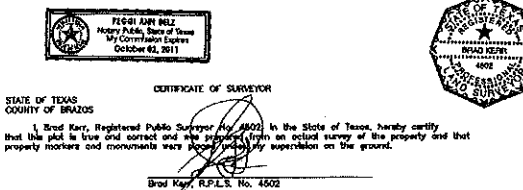
CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF BRAZOS

I, Brad Kerr, Registered Professional Surveyor No. 4502, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed by my supervision on the ground.

Given under my hand and seal on this 15th day of July, 2009.

Brad Kerr
Surveyor
Brazos County, Texas



FINAL PLAT
OF
LOT 1, BLOCK 1
2.768 ACRES
BEWLEY ADDITION
PHASE ONE
0.132 ACRES RIGHT-OF-WAY DEDICATION
S. W. ROBERTSON LEAGUE, A-202
BRAZOS COUNTY, TEXAS

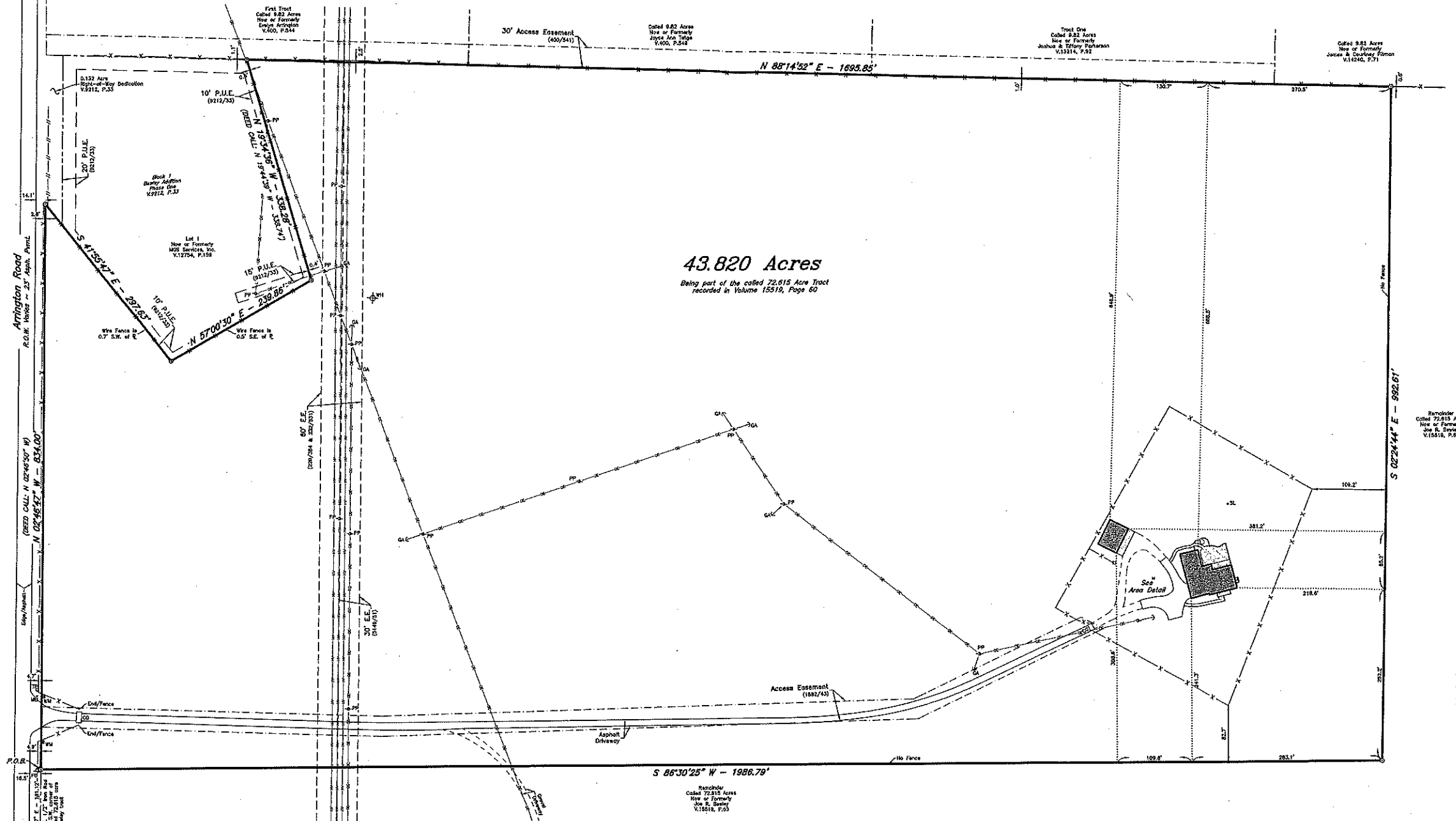
SCALE: 1 INCH = 40 FEET
SURVEY DATE: 01-15-09
PLAT DATE: 03-03-09
REVISED: 06-09-09
JOB NUMBER: 08-585
CAD NAME: 08-585F
CRS FILE: NANTUCK

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77941
PHONE (979) 268-3195

OWNER: MICHAEL BEWLEY
2327 ABRINGTON ROAD
COLLEGE STATION, TEXAS 77845
PHONE (979) 690-0228

EXHIBIT B

Scale:
1"=80'



- LEGEND**
- 1/2\"/>



FIELD NOTES

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas and being part of the called 72.615 acre tract described in the deed from Michael R. Bewley and wife, Laura Katherine Gregory to Joe R. Bewley recorded in Volume 15519, Page 60 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the southwest corner of this herein described tract, said iron rod also being in the east right-of-way of Arrington Road (width varies), from whence a found 1/2-inch iron rod marking the southwest corner of the called 72.615 acre Bewley tract bears S 02°48'47\"/>

THENCE: N 02°48'47\"/>

THENCE: along the fenced common line of this tract, the called 0.132 acre right-of-way dedication tract and Lot 1, Block 1 of said BEWLEY ADDITION, PHASE ONE for the following three (3) calls:

- 1) S 41°55'47\"/>

THENCE: N 88°14'52\"/>

THENCE: into the interior of the called 72.615 acre Bewley tract for the following two (2) calls:

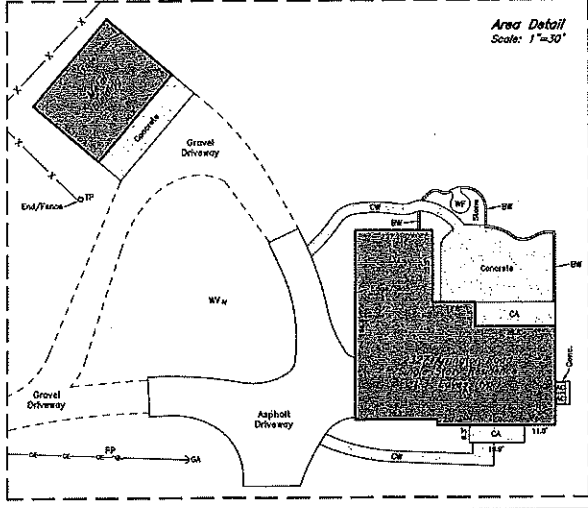
- 1) S 02°24'44\"/>

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas and being part of the called 72.615 acre tract described in the deed from Michael R. Bewley and wife, Laura Katherine Gregory to Joe R. Bewley recorded in Volume 15519, Page 60 of the Official Records of Brazos County, Texas.

1. **ORIGIN OF BEARING SYSTEM:** The bearing system and actual measured distance to the monuments are consistent with the deed recorded in Volume 15519, Page 60 of the Official Records of Brazos County, Texas.
2. Survey is valid only if print has original seal and signature of Surveyor.
3. See field note description prepared with this plot for more information.
4. According to the Flood Insurance Rate Maps for Brazos County, Texas and incorporated Areas, Map Number 48041C0325E, Map Revised May 16, 2012, this property is not located in a Special Flood Hazard Area.
5. Subsurface and environmental conditions were not examined or considered as a part of this survey.
6. The locations of underground utilities as shown hereon are based on above-ground structures, utility markers and record drawings provided to the Surveyor. Locations of this survey to locate buried utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
7. This survey does not constitute a title search by Surveyor. All information regarding record easement and other documents that might affect the quality of title to tract shown hereon was gained from title commitment File No. S45517 prepared by Lawyers Title Company of Brazos County, Texas effective October 10, 2022. The following comments correspond to the items as listed in the above referenced commitment:

Schedule B:

- a. Right-of-Way Easement executed by Mrs. J.B. (Kala) Laski to Sinclair Refining Company, dated August 30, 1947, recorded in Volume 132, Page 71, Deed Records of Brazos County, Texas. (Blanket)
- b. Easement contained in Deed executed by E.B. Moore and Ruby J. Moore to Veterans' Land Board of the State of Texas, dated December 23, 1952, recorded in Volume 157, Page 263, Deed Records of Brazos County, Texas. (Not located on subject tract)
- c. Grant of Easement executed by Joe L. Abilition to the City of Bryan, Texas, dated May 25, 1962, recorded in Volume 220, Page 384 and Volume 232, Page 531, Deed Records of Brazos County, Texas. (Shown on survey)
- d. Easement executed by Leonard R. Bewley to Robert F. Speelman, dated February 3, 1972, recorded in Volume 301, Page 31, Deed Records of Brazos County, Texas. (Not located on subject tract)
- e. Right-of-Way Easement executed by Leonard R. Bewley to the City of Bryan, Texas, dated February 17, 1981, recorded in Volume 478, Page 264, Deed Records of Brazos County, Texas. (Blanket)
- f. Right-of-Way Easement executed by Audrey L. Bewley to the City of Bryan, Texas, dated August 17, 1983, recorded in Volume 620, Page 370, Official Records of Brazos County, Texas. (Blanket)
- g. Ingress and Egress Easement contained in Warranty Deed executed by Leonard R. Bewley and Audrey L. Bewley to Michael R. Bewley and Kathy Gregory Bewley, dated August 16, 1993, recorded in Volume 1802, Page 43, Official Records of Brazos County, Texas. (Shown on survey)
- h. Easement and Right-of-Way Agreement executed by Leonard R. and Audrey L. Bewley Revocable Trust to Williams Communications, Inc. d/ba Vya, Inc., dated July 23, 1999, recorded in Volume 3622, Page 5, Official Records of Brazos County, Texas. (Not located on subject tract)
- i. Right-of-Way Easement executed by Leonard R. Bewley and Audrey L. Bewley, individually and as trustees for the Leonard R. Bewley and Audrey L. Bewley Revocable Living Trust to Walborn Special Utility District, dated May 11, 1999, recorded in Volume 3645, Page 300, Official Records of Brazos County, Texas. (Blanket)
- j. Right-of-Way Easement executed by Leonard R. Bewley and Audrey L. Bewley, both individually and as the sole trustees for the Leonard R. Bewley and Audrey L. Bewley Revocable Living Trust; Michael R. Bewley and wife, Katherine Gregory Bewley and Joe R. Bewley to Walborn Special Utility District, dated September 28, 2002, recorded in Volume 5148, Page 193, Official Records of Brazos County, Texas. (Blanket)
- k. Right-of-Way Easement executed by Leonard R. Bewley and Audrey L. Bewley to the City of Bryan d/ba "Bryan Texas Utilities", dated December 18, 2002, recorded in Volume 5149, Page 51, Official Records of Brazos County, Texas. (Shown on survey)



1. Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, hereby certify that this survey was made on the ground on December 5, 2022, and that this survey correctly represents the facts found at the time of survey and that this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.

2327 ARRINGTON ROAD

LAND TITLE SURVEY

43.820 ACRE TRACT

BEING PART OF THE CALLED 72.615 ACRE TRACT DESCRIBED IN THE DEED FROM MICHAEL R. BEWLEY AND WIFE, LAURA KATHERINE GREGORY TO JOE R. BEWLEY RECORDED IN VOLUME 15519, PAGE 60 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

**S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS**

**DECEMBER 5, 2022
SCALE: 1"=80'**

SURVEYOR: Gregory Hopcus
1008 Woodcrest Dr., Suite 103
College Station, Texas 77845
(879) 693-3838

PROPOSED BY: Schaefer Development, LLC

Texas Firm Registration No. 10103330
McClure & Brown Engineering/Surveying, Inc.
1008 Woodcrest Dr., Suite 103
College Station, Texas 77845
(879) 693-3838



The State of Texas
Secretary of State

OCT. 19, 1999

MGS SERVICES, MICHAEL G. SCHAEFER
8402 SPRING CREEK
COLLEGE STATION, TX 77845

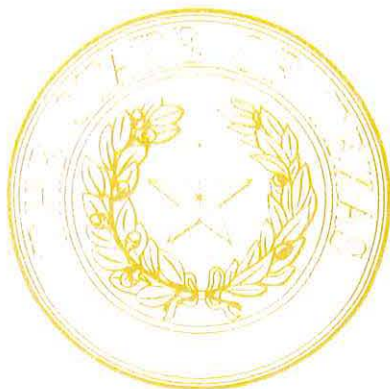
RE:
MGS SERVICES, INC.
CHARTER NUMBER 01322405-00

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR
CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE, OR BOTH.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE
ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



A handwritten signature in black ink, reading "Elton Bomer".

Elton Bomer, Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

MGS SERVICES, INC.
File Number: 132240500

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 12/01/2014

Effective: 12/01/2014



NANDITA BERRY

Nandita Berry
Secretary of State

Form 401**(Revised 01/06)**

Return in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512/463-5709

Filing Fee: See instructions

This space reserved for office use.


 FILED
 In the Office of the
 Secretary of State of Texas

DEC 01 2014

Corporations Section

**Statement of Change of
Registered Office/Agent**
The entity name is: MGS SERVICES, INC.The file number issued to the entity by the secretary of state is: 132240500The registered agent and registered office of the entity as currently shown on the records of the secretary of state are: Michael G Schaefer17912 Indian Lakes Drive College Station, TX 77845
Change to Registered Agent/Registered Office

The certificate of formation or registration is modified to change the registered agent and/or office of the filing entity as follows:

Registered Agent Change (Complete either A or B, but not both. Also complete C if the address has changed.)

☐ A. The new registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The new registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

Registered Office Change

☒ C. The business address of the registered agent and the registered office address is changed to:
18599 ANASAZI BLUFF DR.College StationTX77845

Street Address (No P.O. Box)

City

State

Zip Code

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 11-65-17
MEMBER / PRESIDENT

Signature and title of authorized person (see instructions)



Office of the Secretary of State

December 20, 2022

Attn: Michael G Schaefer

Michael G Schaefer
3725 Maricopa Lane
College Station, TX 77845 USA

RE: Arrowhead Village Partners, LLC
File Number: 804844618

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804844618 12/15/2022
Document #: 1206476250002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Arrowhead Village Partners, LLC

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Michael G Schaefer

C. The business address of the registered agent and the registered office address is:

Street Address:

3743 Chaco Canyon College Station TX 77845

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Manager 1: **Michael G Schaefer**

Title: **Manager**

Address: **3743 Chaco Canyon College Station Tx, USA 77845**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**3743 Chaco Canyon
College Station, Tx 77845
USA**

Organizer

The name and address of the organizer are set forth below.

Michael G. Schaefer 3743 Chaco Canyon Drive College Station Texas 77845

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Michael G Schaefer

Signature of Organizer

FILING OFFICE COPY



CITY OF COLLEGE STATION
Planning & Development Services Department
PRELIMINARY PLAN OWNER CERTIFICATION

NAME OF PROJECT Arrowhead Village

ADDRESS or PARCEL ID: 2327 Arrington Road College Station Texas 77845

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Michael Schaefer E-mail hoa@arrowheadvillagetx.com

Street Address 2321 Arrington Road

City College Station State Texas Zip Code 77845

Phone Number 979-575-4180 Fax Number _____

PROPERTY OWNER'S INFORMATION:

Name MGS Services E-mail hoa@arrowheadvillagetx.com

Street Address 3743 Chaco Canyon Drive

City College Station State Texas Zip Code 77845

Phone Number 979-575-4180 Fax Number _____

The OWNER certifies that the Applicant has prepared the Preliminary Plan application and that the facts stated herein and in eTRAKiT and all exhibits attached as part of the application, are true, correct, and complete. If there is more than one owner, all owners must sign this certification or provide the power of attorney. If the owner is a company the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

MGS Services

(Michael Schaefer)

Owner Name

Michael Schaefer
Owner Signature

Date

Owner Name

Owner Signature

Date

Owner Name

Owner Signature

Date

Owner Name

Owner Signature

Date

Owner Name

Owner Signature

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING SHARON AND STEVEN PITMAN'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 11, 2024, Sharon and Steven Pitman ("Petitioner") submitted a petition attached as **Exhibit "A"** ("Petition") for releasing property from the City of College Station's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the property sought to be released is located approximately in the area of Stousland Road and Saddle Creek Drive and described by metes and bounds in **Exhibit "A"** ("Property"); and

WHEREAS, pursuant to Texas Local Government Code Section 42.023, the City's ETJ may only be reduced if the City Council has exercised its legislative authority consenting to reducing the City's ETJ by ordinance or resolution; and

WHEREAS, pursuant to Texas Constitution, Article II, Section 1, landowners may not be delegated legislative authority to remove their property from the City's ETJ without the City Council's consent by ordinance or resolution; and

WHEREAS, Texas Local Government Code Chapter 42 Subchapter D. (SB 2038) is an unconstitutional delegation of the City's legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023; and

WHEREAS, the City Council finds that it has taken no action by ordinance or resolution regarding the Petition or Property; and

WHEREAS, it is in the best interest of the City to deny the Petition and the removal of the Property from the City's ETJ, and to any reduction in size of the City's ETJ; and deny any previous actions under Texas Local Government Code Chapter 42 Subchapter D. (SB 2038); now therefore,

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

PART 1: The above recitals are adopted as findings of the City Council.

PART 2: The Petition for Release of the Property in **Exhibit "A"** from the City's ETJ is denied and the Property remains in the City's ETJ.

PART 3: The City denies any written consent by ordinance or resolution or action under Texas Local Government Code Chapter 42 Subchapter D (SB 2038) to remove the Property from the City's ETJ and any reduction in size of the City's ETJ.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 28th day of March 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

Approximately 17.34 acres of land being in the James C. Stuteville Survey, Abstract 216, generally located at Stousland Road and Saddle Creek Drive.

Glenn Jones
PE #97600
Firm #9951



Consulting • Engineering • Construction

Services

PO Box 5192
Bryan, Texas 77805
Phone: 979-739-0567
gjones@j4engineering.com

January 11, 2024

Tanya D. Smith
City Secretary - City of College Station
1101 Texas Avenue
College Station, Texas 77840

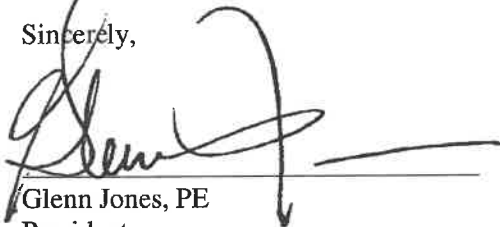
RE: Petition to Remove Property from City's ETJ

Ms. Smith,

On behalf of my client, Steven & Sharon Pittman, who has undersigned below, and is the owner of 17.34 Acre Tract in the James C. Stuteville Survey, Abstract 216, in accordance with Senate Bill 2038, hereby petitions that said property be removed from the City of College Station's Extra Territorial Jurisdiction (ETJ). Said property is further defined by Exhibit A, attached hereto and containing a certified survey of the property with metes and bounds description.

If there are any questions or further information needed, please do not hesitate to contact me at 979-739-0567.

Sincerely,


Glenn Jones, PE
President


Steven Pittman
Property Owner

Date Signed:

1/11/24

DOB:

11-30-69


Sharon Pittman
Property Owner

Date Signed:

1/11/24

DOB:

04-17-66

Residential Mailing Address (for both):
701 Francis Dr
College Station, TX 77840

"Aggie Owned and Operated"

-Page 1 of 1-

RECEIVED
JAN 18 2024



**FIELD NOTES DESCRIPTION
OF A
17.34 ACRE TRACT
JAMES C. STUTEVILLE SURVEY, ABSTRACT 216
BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 17.34 ACRES IN THE JAMES C. STUTEVILLE SURVEY, ABSTRACT 216, IN BRAZOS COUNTY, TEXAS, BEING ALL OF A CALLED 7.54 ACRE TRACT OF LAND AND THE REMAINDER OF A CALLED 10.00 ACRE TRACT OF LAND, BOTH DESCRIBED IN A DEED TO STEVEN PITTMAN AND SHARON PITTMAN RECORDED IN VOLUME 16285, PAGE 279 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 17.34 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found on the southwest side of Stousland Road (a variable width right-of-way, 18028/79 & 18346/121 OPRBCT and multiple other deeds) at the north corner of said remainder of 10.00 acre tract, same being the east corner of the remainder of a called 12.44 acre tract of land described in a deed to Charles C. Terry, Jr. and Elizabeth A. Terry recorded in Volume 1196, Page 681 of the Official Records of Brazos County, Texas (ORBCT), from which a 5/8 inch iron rod with yellow plastic cap stamped 'RPLS 1905' found at the original north corner of said 10.00 acre tract bears N 41° 39' 50" E, a distance of 14.01 feet and the City of College Station monument 'MON 4' bears N 24° 42' 15" W, a distance of 1,743.97 feet;

THENCE, with the southwest line of Stousland Road and the northeast line of said remainder of 10.00 acre tract, the following two (2) courses and distances:

- 1) S 29° 01' 51" E, a distance of 73.78 feet to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found for an angle point; and**
- 2) S 30° 37' 14" E, a distance of 510.48 feet to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found in the northwest line of said 7.54 acre tract for the east corner of said remainder of 10.00 acres;**

THENCE, with the northwest line of said 7.54 acre tract, N 58° 50' 02" E, for a distance of 13.80 feet to a 1/2 inch iron rod with red plastic cap stamped 'SM KLING RPLS 2003' found at the north corner of said 7.54 acres;

THENCE, with the northeast and southeast lines of said 7.54 acre tract, same being the southwest and northwest lines of Stousland Road, the following seven (7) courses and distances:

- 1) S 30° 27' 19" E, a distance of 14.32 feet to a cross-tie fence post found;**
- 2) S 62° 21' 00" E, a distance of 18.14 feet to a 6 inch treated fence post found;**

- 3) S 29° 25' 58" E, a distance of **354.22 feet** to a 5 inch treated fence post found;
- 4) S 25° 02' 39" E, a distance of **76.34 feet** to a cross-tie fence post found;
- 5) S 05° 54' 41" E, a distance of **41.42 feet** to a 4 inch treated fence post found for the most easterly corner hereof;
- 6) S 35° 00' 11" W, a distance of **217.36 feet** to an 18 inch oak tree found in fence; and
- 7) S 41° 01' 41" W, a distance of **328.98 feet** to a 5/8 inch iron rod with yellow plastic cap stamped 'RPLS 1905' found at the east corner of a called 10.00 acre tract of land described in a deed to James Tillman and Barbara Tillman recorded in Volume 14891, Page 195 (OPRBCT), the south corner of said 7.54 acre tract and the south corner hereof;

THENCE, with the common line of said Pittman tracts and said Tillman tract, **N 48° 06' 19" W**, at a distance of 511.98 feet passing a 1/2 inch iron rod with a red plastic cap stamped 'SM KLING RPLS 2003' found at the west corner of said 7.54 acre tract and the south corner of said remainder of 10.00 acre tract, and continuing for a total distance of **1,055.89 feet** to a 5/8 inch iron rod with yellow plastic cap stamped 'RPLS 1905' found in the southeast line of said Terry remainder of 12.44 acre tract, at the north corner of said Tillman tract, the west corner of said remainder of 10.00 acre tract and the west corner hereof;

THENCE, with the common line of said Terry and Pittman tracts, along the northwest line of the James C. Stuteville Survey, **N 41° 39' 50" E**, for a distance of **880.03 feet** to the **POINT OF BEGINNING** hereof and containing **17.34 acres**, more or less.

Surveyed on the ground November 2023 under my supervision. See plat prepared November 2023 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000074430 (calculated using GEOID12B). Reference drawing: 23-1036-5.



Michael Konetski

11/16/23

Michael Konetski

Registered Professional Land Surveyor No. 6531

**KERR
SURVEYING**

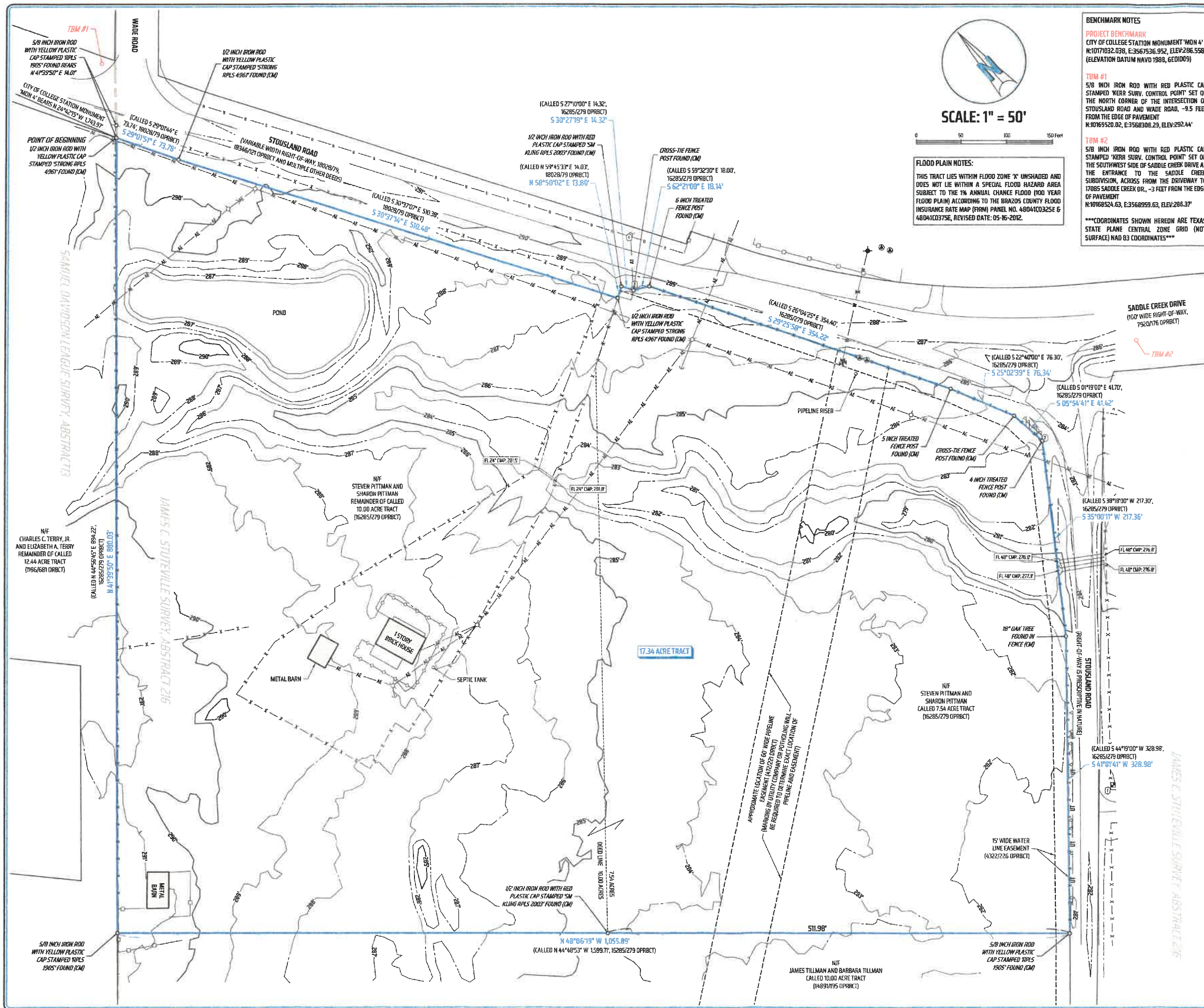
Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

2 | Page

23-1036.docx



BENCHMARK NOTES
PROJECT BENCHMARK
CITY OF COLLEGE STATION MONUMENT 'MON 4'
N101°10'32.03"E, E356°75'36.95"E, ELEV:286.558'
(ELEVATION DATUM NAVD 1988, GEOID09)

TBM #1
5/8 INCH IRON ROD WITH RED PLASTIC CAP
STAMPED 'KERR SURV. CONTROL POINT' SET ON
THE NORTH CORNER OF THE INTERSECTION OF
STOULAND ROAD AND WADE ROAD, -9.5 FEET
FROM THE EDGE OF PAVEMENT
N101°10'32.02"E, E356°75'36.95"E, ELEV:282.44'

TBM #2
5/8 INCH IRON ROD WITH RED PLASTIC CAP
STAMPED 'KERR SURV. CONTROL POINT' SET ON
THE SOUTHWEST SIDE OF SADDLE CREEK DRIVE AT
THE ENTRANCE TO THE SADDLE CREEK
SUBDIVISION, ACROSS FROM THE DRIVEWAY TO
17085 SADDLE CREEK DR., -3 FEET FROM THE EDGE
OF PAVEMENT
N101°10'32.02"E, E356°75'36.95"E, ELEV:286.37'

***COORDINATES SHOWN HEREIN ARE TEXAS
STATE PLANE CENTRAL ZONE GRID (NOT
SURFACE) NAD 83 COORDINATES***

FLOOD PLAIN NOTES:
THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED AND
DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA
SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR
FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD
INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0325E &
48041C0375E, REVISED DATE: 05-16-2012.

GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE
(4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83
(NAD2011) EPOCH 2010 MULTI-YEAR CORRS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID
DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.000074330 (CALCULATED USING
GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
CONTOUR LINES AND ELEVATIONS SHOWN HEREON WERE CREATED BASED ON DATA COLLECTED IN THE
FIELD BY KERR SURVEYING USING AERIAL DRONE LIDAR AND CONVENTIONAL SURVEY EQUIPMENT.
ELEVATION DATUM: NAVD 1988 (GEOID12B).
THIS SURVEY PLAT WAS PREPARED TO REFLECT THE TITLE REPORT ISSUED BY UNIVERSITY TITLE
COMPANY, 6F NO. 2305008CS, DATED: 10-22-2023. EXCEPTIONS LISTED ON SAID REPORT ARE
ADDRESSED AS FOLLOWS:
• ELECTRICAL EASEMENT TO THE CITY OF BRYAN (141/473 DBRBT) DOES AFFECT THIS TRACT. THIS
EASEMENT CALLS TO BE 20' WIDE, CENTERED ON A UTILITY LINE AS INSTALLED. THE UTILITY LINES
SHOWN HEREON MAY OR MAY NOT BE COVERED BY THIS EASEMENT.
• EASEMENT TO WELLBORN WATER SUPPLY CORP (303/329 DBRBT) DOES AFFECT THIS TRACT. THIS
EASEMENT CALLS TO BE 20' WIDE, CENTERED ON THE WATERLINE AS INSTALLED. EASEMENT IS NOT
SHOWN DUE TO INSUFFICIENT EVIDENCE OF WATER LINE LOCATION.
• ELECTRICAL EASEMENT TO THE CITY OF BRYAN (428/264 DBRBT) DOES NOT AFFECT THIS TRACT.
• PIPELINE EASEMENT TO CLAJON GAS CO. (472/221 DBRBT) DOES CROSS THIS TRACT. APPROXIMATE
LOCATION IS SHOWN. PIPELINE WILL NEED TO BE MARKED/POTHOLED TO DETERMINE EXACT
LOCATION OF EASEMENT.
• PIPELINE EASEMENT TO CLAJON GAS CO. (545/509 DBRBT) DOES APPLY TO THIS TRACT. THE
EASEMENT WIDTH AND LOCATION IS NOT DEFINED.
• 15' WIDE WATER LINE EASEMENT TO WELLBORN WATER SUPPLY CORP (4322/226 DBRBT) DOES
CROSS THIS TRACT AS SHOWN.
• EASEMENT TO WELLBORN WATER SUPPLY CORP (5028/46 DBRBT) MAY AFFECT THIS TRACT. THIS
EASEMENT CALLS TO BE 15' WIDE, CENTERED ON THE WATERLINE AS INSTALLED. EASEMENT IS NOT
SHOWN DUE TO INSUFFICIENT EVIDENCE OF WATER LINE LOCATION.
• ALL OTHER ITEMS ARE NOT SURVEY ITEMS AND/OR ARE NOT ADDRESSED BY THIS PLAT.
ORIGINAL SURVEY LINES SHOWN HEREON (IF ANY) ARE BASED ON RAILROAD COMMISSION GIS DATA, ARE
APPROXIMATED ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE
THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS
SHOWN HEREON.
UNDERGROUND UTILITIES ARE APPROXIMATED BASED ON ABOVE GROUND FEATURES AND MARKINGS BY
UTILITY PROVIDERS. ADDITIONAL UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS).
THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

LEGEND:		
DBRBT = DEED RECORDS OF BRAZOS COUNTY, TEXAS	N/F = NOW OR FORMERLY	AERIAL TELEPHONE LINES AT
ORBT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS	() = RECORD INFORMATION	AERIAL ELECTRIC LINES AE
OPRBT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS	WATER VALVE	BARBED WIRE FENCE
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS	WATER METER	WIRE MESH FENCE
	FIRE HYDRANT	APPROXIMATE LOCATION OF BURIED COMMUNICATIONS CABLE
	UTILITY POLE	UT
	GUY WIRE	
	PIPE LINE MARKER	
	TELEPHONE PEDESTAL	
	PINFLAG	

SURVEYOR'S CERTIFICATE:
I, MICHAEL KONETSKI, R.P.L.S. NO. 6531, DO HEREBY CERTIFY THAT THIS
SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF
PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A
CATEGORY 18 & 6, CONDITION 3, STANDARD LAND AND TOPOGRAPHIC
SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

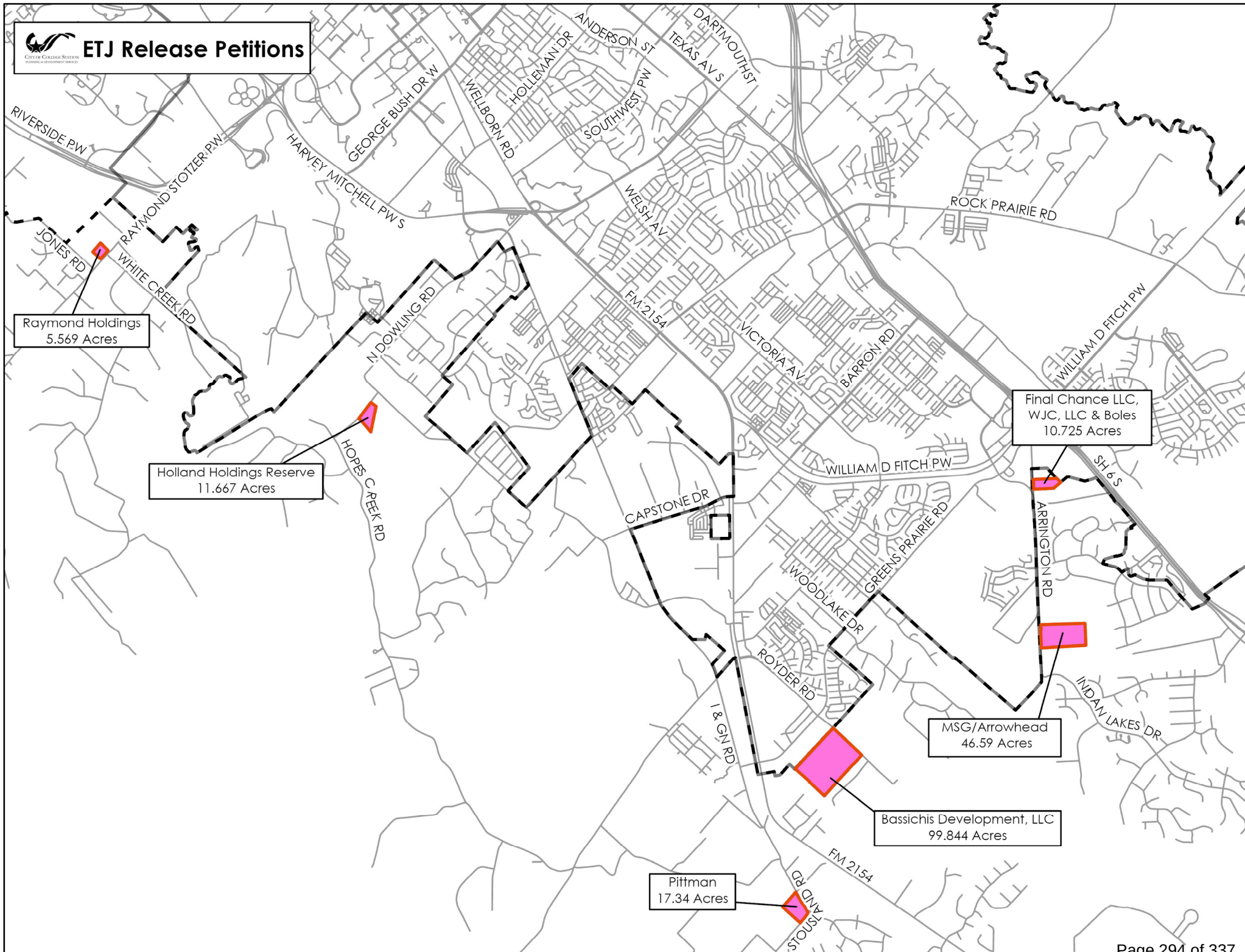
Michael Konetski
MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531

**TSPS STANDARD LAND AND TOPOGRAPHIC SURVEY PLAT
OF A
17.34 ACRE TRACT
BEING ALL OF A CALLED 7.54 ACRE TRACT AND
THE REMAINDER OF A CALLED 10 ACRE TRACT
RECORDED IN VOLUME 16285, PAGE 279 OPRBT
JAMES C. STUTEVILLE SURVEY, ABSTRACT 216
BRAZOS COUNTY, TEXAS**

KERR SURVEYING
SCALE: 1 INCH = 50 FEET
SURVEY DATE: 11-03-2023 | PLAT DATE: 11-16-2023
JOB NUMBER: 23-1036 | CAD NAME: 23-1036-5
POINT FILE: WADE-GRID (cont); 23-1036 (job)
DRAWN BY: WJB CHECKED BY: MK
PREPARED BY: KERR SURVEYING, LLC
TSPS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



ETJ Release Petitions



March 28, 2024
Item No. 9.5.
ETJ Release Petitions

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on resolutions regarding extraterritorial jurisdiction (ETJ) release petitions for (1) approximately 11.667 acres of land generally located at Hopes Creek Road and N. Dowling Road, (2) approximately 10.725 acres of land generally located at Old Arrington and Arrington Road, and (3) approximately 99.844 acres of land generally located along Royder Road between Greens Prairie Road and Frierson Road.

Relationship to Strategic Goals:

Recommendation(s): The purpose of the extraterritorial jurisdiction (ETJ) of municipalities is to promote and protect the general health, safety, and welfare of people residing in and adjacent to the city. After review, staff has determined that the removal of these properties from the City's ETJ will have a negative effect on the general health, safety and welfare of people residing in and adjacent to the City. Mainly, the removal would cause negative impacts to the health, safety, and welfare in administering emergency services to these areas, as well as impacting the orderly subdivision and development of land. Staff recommends denial of the ETJ release petitions.

Summary: Texas Senate Bill 2038 (SB 2038), which is a new statute which conflicts with current statutory law, allows property owners in the extraterritorial jurisdiction (ETJ) to leave the City's ETJ through a petition or election. The ETJ is a set area outside the city limits (College Station's ETJ is 5 miles from the city limits) in which the city can exercise certain legal powers, such as regulating subdivisions. SB 2038 has since been codified under Chapter 42 Subchapter D of the Texas Local Government Code:

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENT FROM
EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.102. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.103. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter. Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

(b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

(e) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

In addition to the above statute, 42.023 of the Texas Local Government Code requires the governing body of the municipality to give its written consent by ordinance or resolution if it desires to reduce its

ETJ area:

Sec. 42.023. REDUCTION OF EXTRATERRITORIAL JURISDICTION. The extraterritorial jurisdiction of a municipality may not be reduced unless the governing body of the municipality gives its written consent by ordinance or resolution, except:

- (1) in cases of judicial apportionment of overlapping extraterritorial jurisdictions under Section [42.901](#);
- (2) in accordance with an agreement under Section [42.022\(d\)](#);
- or
- (3) as necessary to comply with Section [42.0235](#).

Under this item, the owners of three separate properties have petitioned the City to release them from the City's ETJ.

Budget & Financial Summary:

Attachments:

1. ETJ Denial Resolution Holland Holdings 3-13-24
2. Holland Holdings 11.667 Acre Petition Exhibit A
3. ETJ Denial Resolution Final Chance LLC 3-13-24
4. Final Chance 10.725 Acre Petition Exhibit A
5. ETJ Denial Resolution Bassichis 3-18-24
6. Bassichis Development 99.844 Acre Petition Exhibit A
7. ETJ Property Map 3-18-24

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING HOLLAND HOLDINGS RESERVE, LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 20, 2024, Holland Holdings Reserve, LLC. ("Petitioner") submitted a petition attached as **Exhibit "A"** ("Petition") for releasing property from the City of College Station's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the property sought to be released is located in the approximate area of Hopes Creek Road and North Dowling Road and described by metes and bounds in **Exhibit "A"** ("Property"); and

WHEREAS, pursuant to Texas Local Government Code Section 42.023, the City's ETJ may only be reduced if the City Council has exercised its legislative authority consenting to reducing the City's ETJ by ordinance or resolution; and

WHEREAS, pursuant to Texas Constitution, Article II, Section 1, landowners may not be delegated legislative authority to remove their property from the City's ETJ without the City Council's consent by ordinance or resolution; and

WHEREAS, Texas Local Government Code Chapter 42 Subchapter D. (SB 2038) is an unconstitutional delegation of the City's legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023; and

WHEREAS, it is in the best interest of the City to deny the Petition and the removal of the Property from the City's ETJ, and to any reduction in size of the City's ETJ; and deny any action under Texas Local Government Code Chapter 42 Subchapter D. (SB 2038); now therefore,

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

PART 1: The above recitals are adopted as findings of the City Council.

PART 2: The Petition for Release of the Property in **Exhibit "A"** from the City's ETJ is denied and the Property remains in the City's ETJ.

PART 3: The City denies any written consent by ordinance or resolution or action under Texas Local Government Code Chapter 42 Subchapter D (SB 2038) to remove the Property from the City's ETJ and any reduction in size of the City's ETJ.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 28th day of March 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

Approximately 11.667 acres of land being in the Thomas Yates Survey, Abstract 248, generally located at Hopes Creek Road and N. Dowling Road.

Glenn Jones
PE #97600
Firm #9951



Consulting • Engineering • Construction

Services

PO Box 5192
Bryan, Texas 77805
Phone: 979-739-0567
gjones@j4engineering.com

February 20, 2024

Tanya D. Smith
City Secretary - City of College Station
1101 Texas Avenue
College Station, Texas 77840

RE: Petition to Remove Property from City's ETJ

Ms. Smith,

On behalf of my client, Holland Holdings Reserve, LLC. c/o Charlie Dickerson, who has undersigned below, and is the owner of a 11.667 Acre Tract in the Thomas Yates Survey, Abstract 248, in accordance with Senate Bill 2038, hereby petitions that said property be removed from the City of College Station Extra Territorial Jurisdiction (ETJ). Said property is further defined by Exhibit A, attached hereto and containing a certified metes and bounds description of the property with exhibit.

If there are any questions or further information needed, please do not hesitate to contact me at 979-739-0567.

Sincerely,

Glenn Jones, PE
President

Holland Holdings Reserve, LLC.
c/o Charlie Dickerson
Property Owner

Date Signed:

2/20/24

DOB:

04/21/1963

Residential Mailing Address:
1504 Foxborough Ln
Plano, TX 75093

"Aggie Owned and Operated"

-Page 1 of 1-



SCALE: 1" = 60'



POINT OF BEGINNING
(A 1/2 INCH IRON ROD WITH
YELLOW PLASTIC CAP STAMPED
"KERR 4502" FOUND BEARS
S 52°42'59" E 1.94' FROM THE
PROPERTY CORNER)

N/F
RAE ANN WATSON PENNINGTON
1.02 ACRE TRACT
(TRACT ONE, 15207/145 OPRBCT)

N/F
RAE ANN WATSON PENNINGTON
1.02 ACRE TRACT
(TRACT TWO, 15207/145 OPRBCT)

1/2 INCH IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "KERR
4502" FOUND (CM)

1/2 INCH IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "KERR
4502" FOUND (CM)

N/F
VIRGINIA A. PARSONS
PORTION OF THE REMAINDER OF
CALLED 5A.209 ACRE TRACT
(15849/284 OPRBCT, CORRECTED
IN 16628/112 OPRBCT)
(15849/290 OPRBCT, CORRECTED
IN 16628/102 OPRBCT)

L1
N 50°20'43" W 14.28'
(CALLED N 50°20'43" W 14.28',
16644/141 OPRBCT)

L2
N 64°40'55" W 52.50'
(CALLED N 64°40'55" W 52.50',
16644/141 OPRBCT)

L3
N 15°00'39" W 26.40'
(CALLED N 15°00'39" W 26.40',
16644/141 OPRBCT)

11.67 ACRE TRACT

N/F
CURTIS C. PARSONS
(CALLED 11.667 ACRE TRACT
(16644/141 OPRBCT)

APPROXIMATE LOCATION OF
BURIED PIPELINES AS MARKED
ON THE GROUND 07/2019

N/F
RAYMOND L. PARSONS
REMAINDER OF CALLED 181.6 ACRE TRACT
(682/228 OPRBCT)

CITY OF COLLEGE STATION
MONUMENT C584-114 BEARS
N 74°46'07" W 64.60'

1/2 INCH IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "KERR
4502" FOUND (CM)

6 INCH CEDAR FENCE
POST FOUND (CM)

8 INCH TREATED GATE
POST FOUND (CM)

6 INCH TREATED GATE
POST FOUND (CM)

30' WIDE PIPELINE EASEMENT
(1370/301 OPRBCT, AMENDED
0531/251 OPRBCT)

N/F
VIRGINIA A. PARSONS
PORTION OF THE REMAINDER OF CALLED
(15849/284 OPRBCT, CORRECTED IN 16628/1
(15849/290 OPRBCT, CORRECTED IN 16628/1

4 INCH CEDAR FENCE
POST FOUND (CM)

1/2 INCH IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "KERR
4502" FOUND (CM)

LEGEND:

DBCT = DEED RECORDS OF
BRAZOS COUNTY, TEXAS

ORCT = OFFICIAL RECORDS OF
BRAZOS COUNTY, TEXAS

OPBCT = OFFICIAL PUBLIC
RECORDS OF BRAZOS COUNTY,
TEXAS

123/456 = VOLUME AND PAGE
FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

W = WATER VALVE

M = WATER METER

U = UTILITY POLE

G = GUY WIRE

P = PIPE LINE MARKER

T = TELEPHONE PEDESTAL

AERIAL ELECTRIC LINES

B = BARBED WIRE FENCE

W = WIRE MESH FENCE

APPROXIMATE LOCATION OF
ETC NATURAL GAS PIPELINE

--- GAS ---

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE
SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED
FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011)
EPOCH 2010 MULTI-YEAR CORRS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE
NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED
SCALE FACTOR OF 1.000099938 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO
ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED TO REFLECT THE TITLE COMMITMENT
ISSUED BY CAPITAL TITLE OF TEXAS, LLC, OF NO. 23-760549-AG, EFFECTIVE
DATE: 05-04-2023. ITEMS LISTED ON SCHEDULE B ARE ADDRESSED AS
FOLLOWS:

- ITEM 10f: WATERLINE EASEMENT TO WELLBORN SUB (11067/173
OPBCT) DOES CROSS THIS TRACT AS SHOWN.
- ITEM 10b: EASEMENT TO WELLBORN WATER SUPPLY CORP.
(2797/217 OPRBCT) DOES AFFECT THIS TRACT. THIS EASEMENT CALLS
TO BE 15' WIDE, CENTERED ON THE WATERLINE AS INSTALLED AND IS
NOT PLOTTED DUE TO LACK OF ABOVE GROUND EVIDENCE. THIS
EASEMENT APPEARS TO BE ENCOMPASSED BY THE ABOVE STATED
WATERLINE EASEMENT, 11067/173 OPRBCT (ITEM 10f).
- ITEM 10c: SURFACE SITE EASEMENT TO ETC TEXAS PIPELINE, LP
(7727/87 OPRBCT) DOES NOT APPEAR TO CROSS THIS TRACT. EXHIBIT
A OF THE EASEMENT DOCUMENT DEPICTING THE EASEMENT
LOCATION WAS NOT RECORDED.
- ITEMS 10e, 10g, 10j-10m DO NOT AFFECT OR CROSS THIS TRACT.
- ALL OTHER ITEMS ARE NOT SURVEY ITEMS AND/OR ARE NOT
ADDRESSED BY THIS PLAT.

ORIGINAL SURVEY LINES SHOWN HEREON (IF ANY) ARE BASED ON
RAILROAD COMMISSION GIS DATA, ARE APPROXIMATED ONLY AND WERE
NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE
EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF
THE ORIGINAL GRANTS SHOWN HEREON.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES
DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE
INTENDED TO BE ONE INSTRUMENT TOGETHER.

FLOOD PLAIN NOTES:

THIS TRACT LIES WITHIN FLOOD ZONE "X" UNSHADED AND DOES
NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO
THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN)
ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE
MAP (FIRM) PANEL NO. 4804K0305F, REVISED DATE:
04-02-2014 6-4804K0325F, REVISED DATE: 05-16-2012.

SURVEYOR'S CERTIFICATE:

I, MICHAEL KONETSKO, R.P.L.S. NO. 6531, DO HEREBY CERTIFY THAT
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF
PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 3, LAND
TITLE SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

MICHAEL KONETSKO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531



BUYER	HOLLAND RESOURCES LLC
TITLE COMPANY	CAPITAL TITLE OF TEXAS, LLC
G.F. No.	23-760549-AG

LAND TITLE SURVEY PLAT
OF AN
11.67 ACRE TRACT
CALLED TO BE 11.667 ACRES IN
VOLUME 16644, PAGE 141 OPRBCT
THOMAS YATES SURVEY, ABSTRACT 248
BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 01-02-2024 | PLAT DATE: 01-16-2024
JOB NUMBER: 23-1245 | CAD NAME: 23-1245
POINT FILE: 20-719 (cont); 23-1245 (job)
DRAWN BY: WJB CHECKED BY: MK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



**FIELD NOTES DESCRIPTION
OF AN
11.67 ACRE TRACT
THOMAS YATES SURVEY, ABSTRACT 248
BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 11.67 ACRES IN THE THOMAS YATES SURVEY, ABSTRACT 248, IN BRAZOS COUNTY, TEXAS, BEING ALL OF A CALLED 11.667 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CURTIS C. PARSONS RECORDED IN VOLUME 16644, PAGE 141 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 11.67 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the southeast side of Hopes Creek Road (a variable width prescriptive right-of-way), for the north corner of said 11.667 acre tract and the west corner of a called 1.012 acre tract of land described in a deed to Rae Ann Watson Pennington recorded in Volume 15207, Page 145 (OPRBCT), from which a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found bears S 52° 42' 59" E, a distance of 1.94 feet;

THENCE, with the common line of said 11.667 acre tract and said 1.012 acre tract, **S 52° 42' 59" E**, for a distance of **210.02 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the south corner of said 1.012 acre tract and the southwest corner of a portion of the remainder of a called 54.209 acre tract of land described in a deed to Virginia A. Parsons recorded in Volume 15849, Page 284 (OPRBCT);

THENCE, with the common line of said 11.667 acre tract and said portion of 54.209 acre tract, **S 54° 54' 48" E**, for a distance of **80.57 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at a northwest corner of the remainder of a called 181.6 acre tract of land described in a deed to Raymond L. Parsons recorded in Volume 682, Page 228 of the Official Records of Brazos County, Texas (ORBCT), for the east corner of said 11.667 acre tract and the east corner hereof;

THENCE, with the common line of said 11.667 acre tract and said remainder of 181.6 acre tract, **S 11° 32' 15" W**, for a distance of **1,178.79 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the northeast corner of a portion of said remainder of 54.209 acre tract, for the south corner of said 11.667 acre tract and the south corner hereof;

THENCE, with the southwest line of said 11.667 acre tract, the following five (5) courses and distances:

- 1) **N 40° 10' 12" W**, a distance of **353.82 feet** to a 4 inch cedar fence post found;
- 2) **N 41° 06' 56" W**, a distance of **363.61 feet** to a 6 inch treated gate post found;
- 3) **N 50° 20' 43" W**, a distance of **14.28 feet** to an 8 inch treaded gate post found;

- 4) **N 64° 40' 55" W**, a distance of **52.50 feet** to a 6 inch cedar fence post found; and
- 5) **N 15° 00' 39" W**, a distance of **26.40 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found on the southeast side of Hopes Creek Road for the west corner of said 11.667 acre tract and the west corner hereof, from which the City of College Station monument CS94-114 bears N 74° 46' 07" W, a distance of 64.60 feet;

THENCE, along the southeast side of Hopes Creek Road, with the northwest line of said 11.667 acre tract, the following two (2) courses and distances:

- 1) **N 34° 58' 46" E**, a distance of **360.65 feet** to a point; and
- 2) **N 37° 17' 01" E**, a distance of **542.48 feet** to the **POINT OF BEGINNING** hereof and containing **11.67 acres**, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared January 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000095938 (calculated using GEOID12B). Reference drawing: 23-1245.

 1/16/24

Michael Konetski

Registered Professional Land Surveyor No. 6531



KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$300	 Certificate of Formation Limited Liability Company	Filed in the Office of the Secretary of State of Texas Filing #: 804520804 04/14/2022 Document #: 1139733550006 Image Generated Electronically for Web Filing
Article 1 - Entity Name and Type		
The filing entity being formed is a limited liability company. The name of the entity is:		
Holland Holdings Reserve, LLC		
Article 2 – Registered Agent and Registered Office		
☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:		
Holland Resources		
OR		
☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:		
C. The business address of the registered agent and the registered office address is:		
Street Address: 1504 Foxborough Ln Plano TX 75093		
Consent of Registered Agent		
☐ A. A copy of the consent of registered agent is attached.		
OR		
☒ B. The consent of the registered agent is maintained by the entity.		
Article 3 - Governing Authority		
☒ A. The limited liability company is to be managed by managers.		
OR		
☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.		
The names and addresses of the governing persons are set forth below:		
Manager 1: Charlie D Dickerson IV	Title: Manager	
Address: 1504 Foxborough Lane Plano TX, USA 75093		
Article 4 - Purpose		
The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.		
Supplemental Provisions / Information		

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

1504 Foxborough Lane
Plano, TX 75093
USA

Organizer

The name and address of the organizer are set forth below.

Charlie D Dickerson IV 1504 Foxborough Ln, Plano, Tx 75093

Effectiveness of Filing

☒A. This document becomes effective when the document is filed by the secretary of state.

OR

☐B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Charlie D Dickerson IV

Signature of Organizer

FILING OFFICE COPY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING FINAL CHANCE, LLC'S, WCJ, LLC'S, AND SHERI AND SCOTT BOLES' PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 18, 2023, Final Chance, LLC, WCJ, LLC, and Sheri and Scott Boles ("Petitioner") submitted a petition attached as **Exhibit "A"** ("Petition") for releasing property from the City of College Station's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the property sought to be released is located in the approximate area of Old Arrington and Arrington Road and described by metes and bounds in **Exhibit "A"** ("Property"); and

WHEREAS, pursuant to Texas Local Government Code Section 42.023, the City's ETJ may only be reduced if the City Council has exercised its legislative authority consenting to reducing the City's ETJ by ordinance or resolution; and

WHEREAS, pursuant to Texas Constitution, Article II, Section 1, landowners may not be delegated legislative authority to remove their property from the City's ETJ without the City Council's consent by ordinance or resolution; and

WHEREAS, Texas Local Government Code Chapter 42 Subchapter D. (SB 2038) is an unconstitutional delegation of the City's legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023; and

WHEREAS, it is in the best interest of the City to deny the Petition and the removal of the Property from the City's ETJ, and to any reduction in size of the City's ETJ; and deny any action under Texas Local Government Code Chapter 42 Subchapter D. (SB 2038); now therefore,

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

PART 1: The above recitals are adopted as findings of the City Council.

PART 2: The Petition for Release of the Property in **Exhibit "A"** from the City's ETJ is denied and the Property remains in the City's ETJ.

PART 3: The City denies any written consent by ordinance or resolution or action under Texas Local Government Code Chapter 42 Subchapter D. (SB 2038) to remove the Property from the City's ETJ and any reduction in size of the City's ETJ.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 28th day of March 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

Approximately 10.725 acres of land being in the S.W. Robertson League, Abstract 202 generally located Old Arrington and Arrington Road.

Glenn Jones
PE #97600
Firm #9951



Consulting • Engineering • Construction

Services

PO Box 5192
Bryan, Texas 77805
Phone: 979-739-0567
gjones@j4engineering.com

RECEIVED
JAN 18 2024

December 18, 2023

Tanya D. Smith
City Secretary - City of College Station
1101 Texas Avenue
College Station, Texas 77840

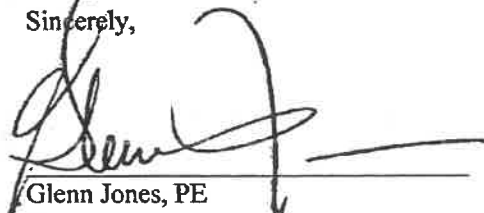
RE: Petition to Remove Property from City's ETJ

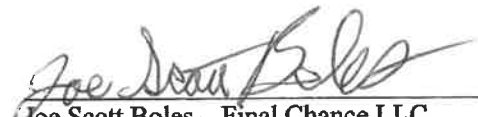
Ms. Smith,

On behalf of my clients, Final Chance, LLC c/o Joe Scott Boles, WCJ, LLC c/o Jan Hinkle, and Scott & Sherri Boles, who have undersigned below, and are the owners of 10.725 Acre Tract in the S.W. Robertson League Survey, Abstract 202, in accordance with Senate Bill 2038, hereby petitions that said property be removed from the City of College Station's Extra Territorial Jurisdiction (ETJ). Said property is further defined by Exhibit A, attached hereto and containing a certified survey of the property with metes and bounds description.

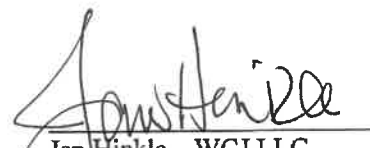
If there are any questions or further information needed, please do not hesitate to contact me at 979-739-0567.

Sincerely,

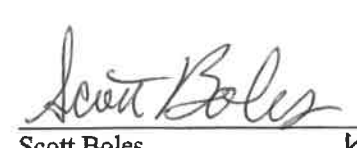

Glenn Jones, PE
President


Joe Scott Boles - Final Chance LLC
Property Owner
Date Signed: 1-3-2024
DOB: 12-15-1961

Mailing Address:
1516 County Road L
Lamesa, TX 79331


Jan Hinkle - WCJ LLC
Property Owner
Date Signed: 12/18/2023
DOB: 3/14/1959

Mailing Address:
5111 150th Street
Lubbock, TX 79424

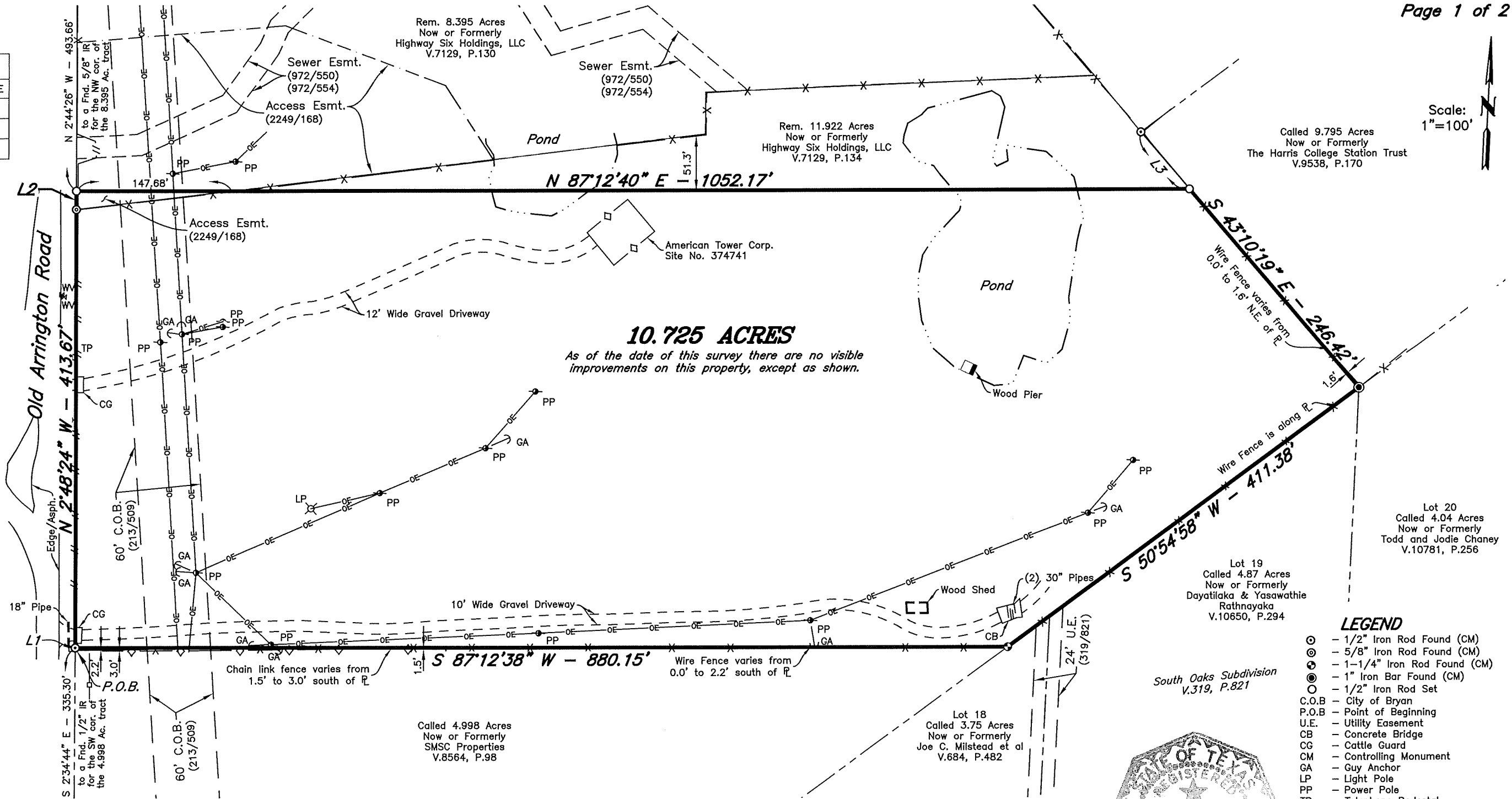

Scott Boles
Property Owner
Date Signed: 1-2-2024
DOB: 12-15-1961

Mailing Address:
1516 County Road L
Lamesa, TX 79331


Sherri Boles
Property Owner
Date Signed: 1-2-2024
DOB: 1-22-1963

Mailing Address:
1516 County Road L
Lamesa, TX 79331

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 40°25'57" W	2.95'
L2	N 2°44'26" W	17.56'
L3	N 43°10'19" W	70.76'



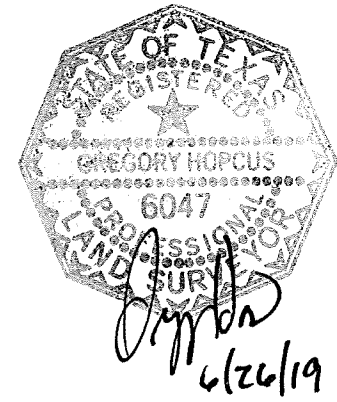
GENERAL SURVEYOR NOTES:

1. ORIGIN OF BEARING SYSTEM: The bearing system is consistent with the deed recorded in Volume 7129, Page 134 of the Official Records of Brazos County, Texas.
2. According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0325E, Map Revised May 16, 2012, this property is not located in a Special Flood Hazard Area.
3. This survey is valid only if the print has original seal and signature of Surveyor.
4. See Page 2 of 2 for Metes and Bounds prepared with this survey plat.
5. Subsurface and environmental conditions were not examined or considered as a part of this survey.
6. The locations of underground utilities as shown hereon are based on above-ground structures, utility markers and record drawings provided to the surveyor. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
7. This survey does not constitute a title search by Surveyor. All information regarding record easements and other documents that might affect the quality of title to the tract shown hereon was gained from title commitment GF No. 38718 prepared by AggieLand Title Company, effective May 6, 2019. The following comments correspond to the easement items as numbered in the above referenced commitment:

Schedule B:

- Right of Way Easement granted to The City of Bryan, by instrument recorded under Volume 144, Page 33 of the Deed Records of Brazos County, Texas. (Blanket)
- Right of Way Easement granted to The City of Bryan, by instrument recorded under Volume 213, Page 509 of the Deed Records of Brazos County, Texas. (Shown on survey)
- Right of Way Easement granted to The City of Bryan, by instrument recorded under Volume 709, Page 497, of the Official Records of Brazos County, Texas. (Blanket)
- An Easement granted to Kurt Mendez, by instrument recorded under Volume 972, Page 544 of the Official Records, Brazos County, Texas. (Shown on survey)
- Right of Way Easement granted to John P. Groot, Mary An Richardson and Richard Groot, by instrument recorded under Volume 972, Page 550 of the Official Records of Brazos County, Texas. (Shown on survey)
- Right of Way Easement granted to The City of Bryan, by instrument recorded under Volume 978, Page 479 of the Official Records of Brazos County, Texas. (Blanket)
- An Easement granted to Bernadine Young, by instrument recorded under Volume 2249, Page 168 of the Official Records, Brazos County, Texas. (Shown on survey)
- Right of Way Easement granted to GTE Southwest, Inc., by instrument recorded under Volume 2956, Page 121 of the Official Records of Brazos County, Texas. (Blanket)
- Utility Easement granted to The City of College Station, Texas, by instrument recorded under Volume 7857, Page 236 of the Official Records of Brazos County, Texas. (Not located on subject tract)

Owner: Highway Six Holdings, LLC



I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, hereby certify that this survey was made on the ground on June 26, 2019, and that this survey correctly represents the facts found at the time of survey and that this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition III Survey.

FIELD NOTES
10.725 ACRES

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON LEAGUE Abstract No. 202, in Brazos County, Texas and being parts of the called 11.922 acre tract described in the deed from Donald A. Turner and wife, Mary An Turner f/k/a Mary An Groot f/k/a Mary An Richardson to Highway Six Holdings, LLC recorded in Volume 7129, Page 134 of the Official Records of Brazos County, Texas (O.R.B.C.) and part of the called 8.395 acre tract described in the deed from Bernadine Lorino Young nka Bernadine Lorino Groot and spouse, Roy Groot to Highway Six Holdings, LLC recorded in Volume 7129, Page 130 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common southwest corner of this tract and the called 11.922 acre Highway Six Holdings tract, said iron also being the northwest corner of the called 4.998 acre SMSC Properties tract recorded in Volume 8564, Page 98 (O.R.B.C.) and being in the east margin of Old Arrington Road, from whence a found 1/2-inch iron rod marking the southwest corner of the called 4.998 acre SMCS Properties tract bears S 02°34'44" E at a distance of 335.30 feet for reference and a found 5/8-inch iron rod bears S 40°25'57" W at a distance of 2.95 feet for reference;

THENCE: along the fenced east margin of said Old Arrington Road for the following two (2) calls:

- 1) N 02°48'24" W for a distance of 413.67 feet to a found 5/8-inch iron rod marking the common west corner of the called 11.922 acre Highway Six Holdings tract (7129/134) and the called 8.395 acre Highway Six Holdings tract (7129/130), and
- 2) N 02°44'26" W for a distance of 17.56 feet to a 1/2-inch iron rod set for the northwest corner of this tract, from whence a found 5/8-inch iron rod marking the northwest corner of the called 8.395 acre Highway Six Holdings tract (7129/130) bears N 02°44'26" W at a distance of 493.66 feet for reference;

THENCE: N 87°12'40" E into and through the 8.395 acre Highway Six Holdings tract (7129/130), pass at 147.68 feet the intersecting point of the called 11.922 acre Highway Six Holdings tract (7129/134), continue through the interior of the called 11.922 acre Highway Six Holdings tract (7129/134) for a total distance of 1,052.17 feet to a 1/2-inch iron rod set for the northeast corner of this tract and being in the southwest line of the called 9.795 acre The Harris College Station Trust tract recorded in Volume 9538, Page 170 (O.R.B.C.), from whence a found 1/2-inch iron rod marking the west corner of the called 9.795 acre The Harris College Station Trust tract and being an angle point in the called 8.395 acre tract bears N 43°10'19" W at a distance of 70.76 feet for reference;

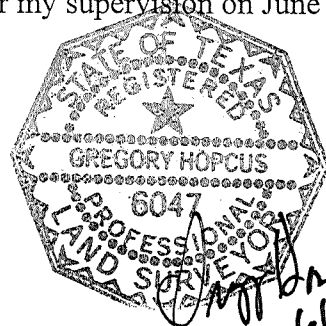
THENCE: S 43°10'19" E along the fenced common line of the called 11.922 acre Highway Six Holdings tract and the called 9.795 acre The Harris College Station Trust tract for a distance of 246.42 feet to a found 1-inch iron pipe marking the common east corner of this tract and the called 11.922 acre Highway Six Holdings tract, said iron pipe being the south corner of the called 9.795 acre The Harris College Station Trust tract and in the northwest line of SOUTH OAKS Subdivision according to the plat recorded in Volume 319, Page 821 of the Brazos County Deed Records (B.C.D.R.);

THENCE: S 50°54'58" W along the fenced common line of the called 11.922 acre Highway Six Holdings tract and said SOUTH OAKS Subdivision for a distance of 411.38 feet to a found 1-1/4-inch iron bar marking the northeast corner of the called 4.998 acre SMSC tract;

THENCE: S 87°12'38" W along the common line of the called 11.922 acre Highway Six Holdings tract and the called 4.998 acre SMSC Properties tract for a distance of 880.15 feet to the POINT OF BEGINNING and containing 10.725 acres of land, more or less.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on June 26, 2019.

See survey plat on Page 1 of 2
for additional information.



Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803386700 08/06/2019
Document #: 904970750002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Final Chance, LLC

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Scott Boles

C. The business address of the registered agent and the registered office address is:

Street Address:

1516 County Road L Lamesa TX 79331

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Sheri Boles**

Title: **Manager**

Address: **1516 County Road L Lamesa TX, USA 79331**

Manager 2: **Scott Boles**

Title: **Manager**

Address: **1516 County Road L Lamesa TX, USA 79331**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Scott Boles **1516 County Road L, Lamesa, Texas 79331**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Scott Boles

Signature of Organizer



FILING OFFICE COPY

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803478911 11/25/2019
Document #: 929058900002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

WCJ, LLC

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Jan Hinkle

C. The business address of the registered agent and the registered office address is:

Street Address:

5111 150th Street Lubbock TX 79424

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Jan Hinkle**

Title: **Manager**

Address: **5111 150th Street Lubbock TX, USA 79424**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Jan Hinkle 5111 150th Street, Lubbock, Texas 79424

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jan Hinkle

Signature of Organizer

FILING OFFICE COPY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING BASSICHIS DEVELOPMENT, LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 12, 2024, Bassichis Development, LLC. ("Petitioner") submitted a petition attached as **Exhibit "A"** ("Petition") for releasing property from the City of College Station's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the property sought to be released is located in the approximate area along Royder Road between Greens Prairie Road and Frierson Road and described by metes and bounds in **Exhibit "A"** ("Property"); and

WHEREAS, pursuant to Texas Local Government Code Section 42.023, the City's ETJ may only be reduced if the City Council has exercised its legislative authority consenting to reducing the City's ETJ by ordinance or resolution; and

WHEREAS, pursuant to Texas Constitution, Article II, Section 1, landowners may not be delegated legislative authority to remove their property from the City's ETJ without the City Council's consent by ordinance or resolution; and

WHEREAS, Texas Local Government Code Chapter 42 Subchapter D. (SB 2038) is an unconstitutional delegation of the City's legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023; and

WHEREAS, it is in the best interest of the City to deny the Petition and the removal of the Property from the City's ETJ, and to any reduction in size of the City's ETJ; and deny any action under Texas Local Government Code Chapter 42 Subchapter D. (SB 2038); now therefore,

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

PART 1: The above recitals are adopted as findings of the City Council.

PART 2: The Petition for Release of the Property in **Exhibit "A"** from the City's ETJ is denied and the Property remains in the City's ETJ.

PART 3: The City denies any written consent by ordinance or resolution or action under Texas Local Government Code Chapter 42 Subchapter D (SB 2038) to remove the Property from the City's ETJ and any reduction in size of the City's ETJ.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 28th day of March 2024.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

Approximately 99.844 acres of land being in the Samuel Davidson League, Abstract No. 13, generally located at along Royder Road between Greens Prairie Road and Frierson Road.

BASSICHIS DEVELOPMENT, LLC
COLLEGE STATION, TEXAS

February 12, 2024

City of College Station – City Secretary’s Office
Attn: Tanya Smith
1101 Texas Avenue
College Station, Texas 77842

RE: Bassichis Development, LLC Tract (Royder Road) – Petition for Release from the City of College Station’s Extraterritorial Jurisdiction

Tanya:

In accordance with Texas Local Government Code, Chapter 42, Subchapter D, please let this letter serve as the Petition for Release from the City of College Station’s Extraterritorial Jurisdiction for the following property:

- Legal Description: Samuel Davidson Survey, A-13, Tract 111, 99.962 Acres
 - Brazos CAD Property ID: 11214
 - Refer to attached Tract Exhibit (Exhibit A) for location information.
- Owner: Bassichis Development, LLC
 - Refer to attached Certificate of Formation (Exhibit B) and Certificate of Amendment (Exhibit C) confirming my authority to represent this entity.

Let me know if you need any further information to process this Petition.

Respectfully Submitted,



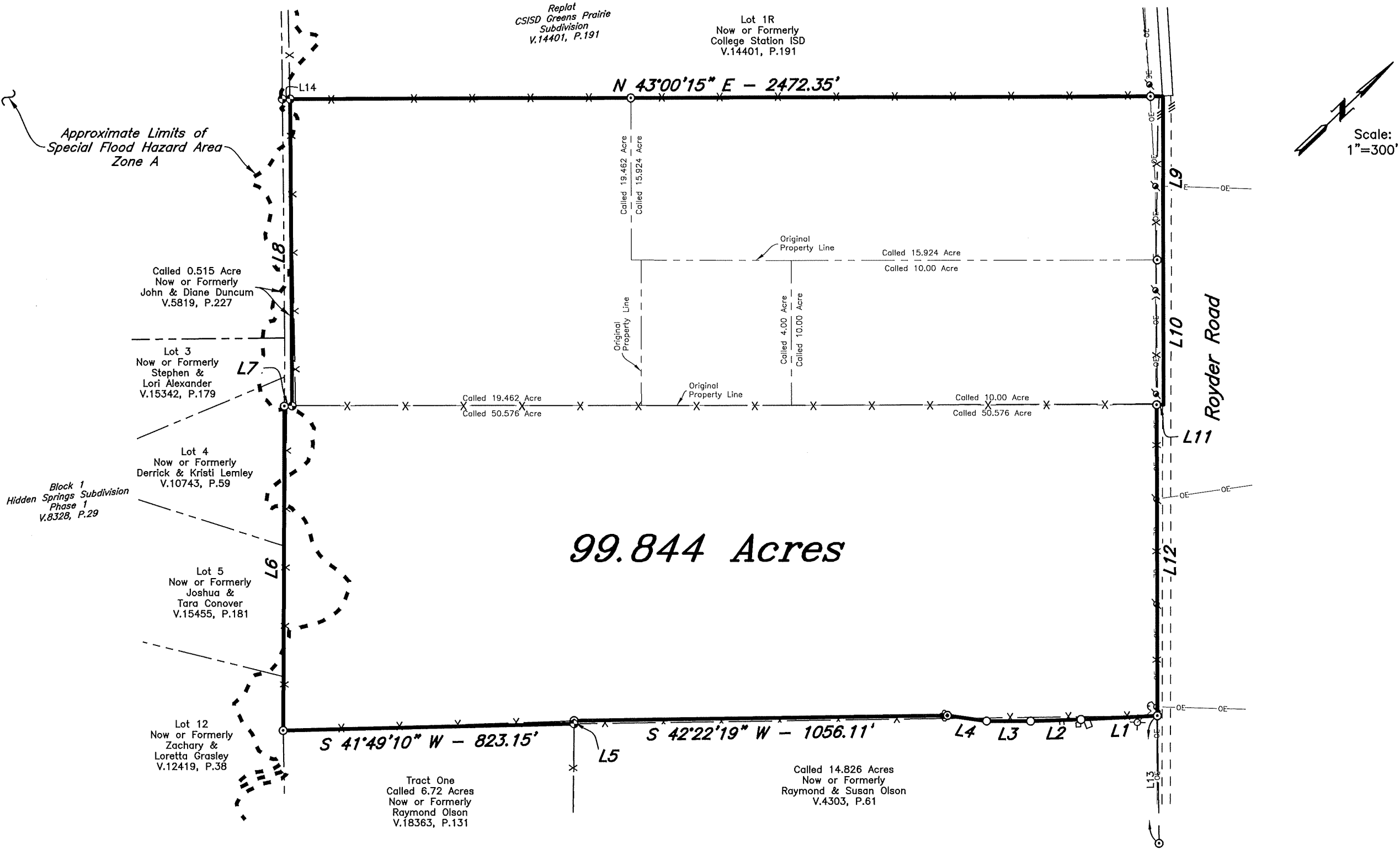
William Bassichis, Manager
Bassichis Development, LLC
1501 Wolf Run
College Station, Texas 77840

Date: 2/12/2024
D.O.B.: 8/9/1937
Uster ID: 1040570881

CC: Bryan Woods, College Station City Manager
Michael Ostrowski, Planning & Development Services Director
Prarthana Banerji, Brazos County Engineer

Attachments: Exhibit A – Tract Exhibit
Exhibit B – Certification of Formation
Exhibit C – Certificate of Amendment

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 40°15'46" W	215.78'
L2	S 41°21'04" W	142.45'
L3	S 43°09'10" W	124.30'
L4	S 51°15'16" W	112.70'
L5	S 45°47'53" E	8.78'
L6	N 46°46'40" W	915.63'
L7	N 41°42'45" E	21.62'
L8	N 47°15'38" W	867.27'
L9	S 46°49'29" E	461.67'
L10	S 46°59'38" E	409.00'
L11	S 43°03'44" W	19.60'
L12	S 47°01'48" E	877.33'
L13	S 47°48'52" E	360.78'
L14	S 43°00'15" W	21.56'



EXHIBIT

FIELD NOTES
99.844 ACRES

Being all that certain tract or parcel of land lying and being situated in the SAMUEL DAVIDSON LEAGUE, Abstract No. 13, Brazos County, Texas and being a total of 99.844 acres of land consisting of the following four (4) individual tracts:

- 1) Being all of the called 15.924 acre Tract One and all of the called 4.00 acre Tract Two described in the deed from Smiling Mallard Management, LLC. to Bassichis Development, LLC. recorded in Volume 15562, Page 71 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.),
- 2) Being all of the called 19.462 acre tract described in the deed from William H. Bassichis and Yuditth Z. Bassichis to Bassichis Development, LLC. recorded in Volume 17012, Page 219 (O.P.R.B.C.),
- 3) Being all of the called 50.576 acre tract described in the deed from William H. Bassichis and Yuditth Z. Bassichis to Bassichis Development, LLC. recorded in Volume 17012, Page 225 (O.P.R.B.C.), and
- 4) Being all of the called 10.00 acre tract described in the deed from Karen Bassichis to Bassichis Development, LLC. recorded in Volume 17012, Page 230 (O.P.R.B.C.),

and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common east corner of this herein described tract and the called 50.576 acre Bassichis Development, LLC. tract, said iron rod also marking the north corner of the called 14.826 acre Raymond Olson and Susan Olson tract recorded in Volume 4303, Page 61 of the Official Records of Brazos County, Texas (O.R.B.C.) and being in the southwest margin of Royder Road, from whence a found 1/2-inch iron rod marking the east corner of the called 14.826 acre Olson tract bears S 47° 48' 52" E at a distance of 360.78 feet for reference;

THENCE: along the common line of this tract and the called 14.826 acre Olson tract for the following six (6) calls:

- 1) S 40° 15' 46" W for a distance of 215.78 feet to a 1/2-inch iron rod set for angle,
- 2) S 41° 21' 04" W for a distance of 142.45 feet to a 1/2-inch iron rod set for angle,
- 3) S 43° 09' 10" W for a distance of 124.30 feet to a 1/2-inch iron rod set for angle,
- 4) S 51° 15' 16" W for a distance of 112.70 feet to a found 3/8-inch iron rod marking an angle point of this tract,
- 5) S 42° 22' 19" W, at 4.66 feet, pass a found 36-inch post oak for reference, continue for a total distance of 1,056.11 feet to a found 3/8-inch iron rod marking a corner of this tract, and
- 6) S 45° 47' 53" E for a distance of 8.78 feet to a found 5/8-inch iron rod marking an exterior corner of this tract, said iron rod also marking the west corner of the called 14.826 acre Olson tract and the north corner of the called 6.72 acre Raymond Olson Tract One recorded in Volume 18363, Page 131 (O.P.R.B.C.);

THENCE: S 41° 49' 10" W along the common line of this tract and the called 6.72 acre Olson Tract One for a distance of 823.15 feet to a found 1/2-inch iron rod marking the common south corner of this tract and the called 50.576 acre Bassichis Development, LLC. tract, said iron rod also marking the west corner of the called 6.72 acre Olson Tract One and an angle point of Lot 12, Block 1, HIDDEN SPRINGS SUBDIVISION, PHASE 1 according to the Final Plat recorded in Volume 8328, Page 29 (O.P.R.B.C.);

THENCE: N 46° 46' 40" W along the common line of this tract, said Lot 12, Block 1 and Lots 5 and 4, Block 1 of said HIDDEN SPRINGS SUBDIVISION, PHASE 1 for a distance of 915.63 feet to a found

1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the west corner of the called 50.576 acre Bassichis Development, LLC. tract and the south corner of the called 0.515 acre John M. Duncum and Diane Duncum tract recorded in Volume 5819, Page 227 (O.R.B.C.);

THENCE: along the common line of this tract and the called 0.515 acre Duncum tract for the following two (2) calls:

- 1) N 41° 42' 45" E for a distance of 21.62 feet to a found 5/8-inch iron rod marking an interior corner of this tract, said iron rod also marking the east corner of the called 0.515 acre Duncum tract and the south corner of the called 19.462 acre Bassichis Development, LLC. tract, and
- 2) N 47° 15' 38" W for a distance of 867.27 feet to a found 5/8-inch iron rod marking the common west corner of this herein described tract and the called 19.462 acre Bassichis Development, LLC. tract, said iron rod also marking the north corner of the called 0.515 acre Duncum tract and being in the southeast line of Lot 1R, Block 1, CSISD GREENS PRAIRIE SUBDIVISION according to the Replat recorded in Volume 14401, Page 190 (O.P.R.B.C.), from whence a found 5/8-inch iron rod marking the south corner of said Lot 1R, Block 1 and the west corner of the called 0.515 acre Duncum tract bears S 43° 00' 15" W at a distance of 21.56 feet for reference;

THENCE: N 43° 00' 15" E along the common line of this tract, said Lot 1R, Block 1 and into said Royder Road, at 965.65 feet, pass a found 1/2-inch iron rod marking the north corner of the called 19.462 acre Bassichis Development, LLC. tract and the west corner of the called 15.924 acre Bassichis Development, LLC. Tract One, continue for a total distance of 2,472.35 feet to a point marking the common north corner of this tract and the called 15.924 acre Bassichis Development, LLC. Tract One, said point also being at or near the centerline of said Royder Road, from whence a found 1/2-inch iron rod marking the east corner of said Lot 1R, Block 1 bears S 43° 00' 15" W at a distance of 35.37 feet for reference;

THENCE: along the approximate centerline of said Royder Road for the following two (2) calls:

- 1) S 46° 49' 28" E for a distance of 461.67 feet to an angle point, said point also marking the east corner of the called 15.924 acre Bassichis Development, LLC. Tract One and the north corner of the called 10.00 acre Bassichis Development, LLC. tract, from whence a found 1/2-inch iron rod being in the southwest margin of said Royder Road bears S 43° 03' 44" W at a distance of 16.98 feet for reference, and
- 2) S 46° 59' 40" E for a distance of 409.00 feet to a point for corner, said point also marking the east corner of the called 10.00 acre Bassichis Development, LLC. tract;

THENCE: S 43° 03' 44" W into and through said Royder Road for a distance of 19.60 feet to a found 1/2-inch iron rod marking an interior corner of this tract, said iron rod also marking the north corner of the called 50.576 acre Bassichis Development, LLC. tract and being in the southwest margin of said Royder Road;

THENCE: S 47° 01' 48" E along the southwest margin of said Royder Road for a distance of 877.33 feet to the POINT OF BEGINNING and containing 99.844 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March 4, 2024.

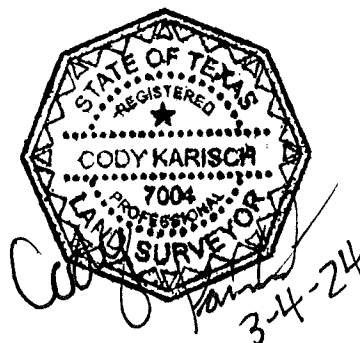


EXHIBIT A



BASSICHIS DEVELOPMENT, LLC

COLLEGE STATION, TEXAS

EXHIBIT B

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

November 27, 2017

Attn: Goldin Peiser & Peiser LLP

Goldin Peiser & Peiser LLP
16800 Dallas Pkwy Ste 240
Dallas, TX 75248 USA

RE: Bassichis Development LLC
File Number: 802866211

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Lisa Sasin

Fax: (512) 463-5709
TID: 10285

Dial: 7-1-1 for Relay Services
Document: 775786190002



Office of the Secretary of State

CERTIFICATE OF FILING OF

Bassichis Development LLC
File Number: 802866211

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/21/2017

Effective: 11/21/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802866211 11/21/2017
Document #: 775786190002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Bassichis Development LLC

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

Goldin Peiser & Peiser LLP

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

16800 Dallas Pkwy Ste 240 Dallas TX 75248

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: (Business Name) **Merkaz Management LLC**

Address: **4515 Dorset Rd Dallas TX, USA 75229**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

William Bassichis **1501 Wolf Run, College Station TX 77840**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

William Bassichis

Signature of Organizer

FILING OFFICE COPY

Form 424**(Revised 05/11)**

Submit in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512/463-5709

Filing Fee: See instructions**Certificate of Amendment**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

APR 24 2018**Corporations Section****Entity Information**

The name of the filing entity is:

Bassichis Development, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation☐ Professional Corporation☐ Nonprofit Corporation☐ Professional Limited Liability Company☐ Cooperative Association☐ Professional Association☒ Limited Liability Company☐ Limited PartnershipThe file number issued to the filing entity by the secretary of state is: 802866211The date of formation of the entity is: November 21, 2017**Amendments****1. Amended Name**

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The registered agent is an individual resident of the state whose name is:

William

First Name

M.I.

Bassichis

Last Name

Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

1501 Wolf Run

Street Address (No P.O. Box)

College Station

City

TX

State

77840

Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Article 3-Governing Authority is amended in its entirety as follows: Article 3. The limited liability company is to be managed by one or more managers. The name and address of the person who is to serve as manager until the first annual meeting of the members or until his successor(s) is elected and qualified are as follows:

Manager: William Bassichis

Address: 1501 Wolf Run, College Staion, Texas 77840

☐ Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: April 23, 2018

By: _____

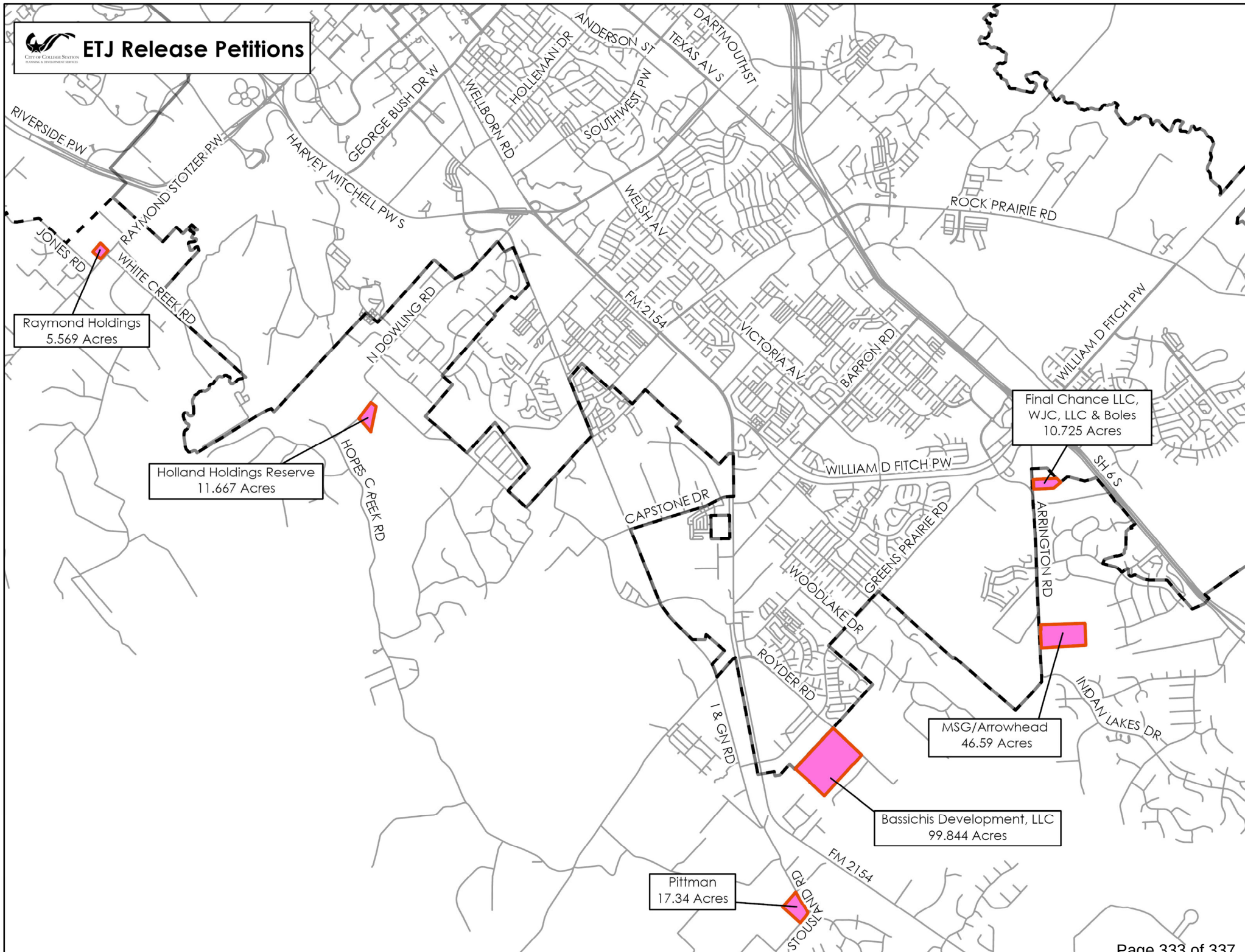

Signature of authorized person

William Bassichis, Manager

Printed or typed name of authorized person (see instructions)



ETJ Release Petitions



March 28, 2024

Item No. 9.6.

BioCorridor Appointment of P&Z Commission Representatives

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointment of Planning & Zoning Commission representatives to the BioCorridor Board.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): The Planning and Zoning Commission considered this item at their March 7, 2024 regular meeting and voted to recommend Aron Collins and Bobby Mirza to be the two Planning and Zoning representatives to the BioCorridor Board.

Summary: The zoning and development ordinance for the BioCorridor Planned Development District establishes a BioCorridor Board. The Board is comprised of representatives from the City of College Station, the City of Bryan, and the Texas A&M University System that are able to make subjective decisions and/or recommendations regarding appeals and waivers to District standards.

The ordinance calls for the City Council to appoint three representatives from the City of College Station to the Board, including:

- One City Council member and
- Two Planning and Zoning Commissioners.

Terms are for two years, or until a member is no longer serving on the Commission or City Council. Former P&Z Commissioners Melissa McIlhaney and Jason Cornelius terms have expired.

Budget & Financial Summary: N/A

Attachments:

1. Article 4 BioCorridor Board

ARTICLE 4. BIOCORRIDOR BOARD

4.1 Creation.

A BioCorridor Board is hereby created for the purpose of enhancing the community's ability to consistently review subdivision, building, and site design issues of the unique, multi-jurisdictional BioCorridor Planned Development District. The BioCorridor Board shall bring governing expertise from each City and a representative of Texas A&M University to bear on these issues within the BioCorridor area.

4.2 Membership and Terms.

A. Number, Appointment.

A BioCorridor Board is hereby created to consist of seven (7) members as follows:

1. Appointment of three (3) members shall be made by the College Station City Council. Two (2) of these appointments shall be members of the City of College Station's Planning and Zoning Commission. One (1) appointment shall be a member of the College Station City Council.
2. Appointment of three (3) members shall be made by the Bryan City Council. Two (2) of these appointments shall be members of the City of Bryan's Planning and Zoning Commission. One (1) appointment shall be a member of the Bryan City Council.
3. Appointment of one (1) member shall be made by the President of Texas A&M University or his designee. This appointment shall be an employee of Texas A&M University in College Station.

B. Terms.

1. Terms of members of the BioCorridor Board shall be for two (2) years or until their successors are appointed.
2. Should a BioCorridor Board member no longer qualify for his or her position, that member's term shall be ended immediately upon such qualifying event. For example, if an appointed Planning and Zoning Commissioner is no longer a Commissioner for the City.

C. Vacancies.

Vacancies shall be filled by the governing entity/person responsible for the appointment.

4.3 Officers, Meetings, Quorum.

A. Officers.

A Chairperson and a Vice-Chairperson shall be selected every two years from among its members. The Chairperson and Vice-Chairperson shall be municipal representatives and shall not be appointees from the same municipality. The Vice-Chairperson may act as Chairperson when the Chairperson is not available.

B. Meetings.

Members of the BioCorridor Board shall meet as needed and the Chairperson shall designate the time and place of such meetings. All meetings of the Board where a quorum is present shall be open to the public. The BioCorridor Board shall comply with the Open Meetings Act.

C. Quorum.

Four (4) members shall constitute a quorum for the transaction of any business. Any recommendations advanced to a different regulatory entity without a majority of positive votes from those members present shall be deemed a negative recommendation.

D. Rules of Proceeding.

The BioCorridor Board may adopt its own rules of procedure consistent with this Ordinance.

E. Minutes.

The BioCorridor Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Planning and Development Services office of the City of Bryan and shall be a public record. A copy of all such records shall be delivered to the Planning and Development Services office of the City of College Station by the City of Bryan within ten (10) working days of filing.

4.4 Powers and Duties.

The BioCorridor Board shall have the following powers and duties:

A. Recommendations.

1. The BioCorridor Board shall review and make recommendations to the City's Planning and Zoning Commission regarding Waivers of the standards in the Subdivision Design and Improvements article of the BioCorridor Planned Development District ordinance.
2. The BioCorridor Board shall review and make recommendations to the City's Planning and Zoning Commission regarding amendments to the BioCorridor Planned Development District ordinance.

B. Final Action.

The BioCorridor Board shall hear and take final action on the following:

1. Special District Identification Signs as set forth in the BioCorridor Planned Development District ordinance;
2. Temporary signs promoting positive communications as set forth in the BioCorridor Planned Development District ordinance;
3. Works of art and their locations when located in public right-of-way or other public area as set forth in the BioCorridor Planned Development District ordinance;
4. Appeal of the BioCorridor Review Committee's determination regarding applicability of plat requirements;
5. Appeal of the BioCorridor Review Committee's denial of a site plan as set forth in the Site Plan Review section of the BioCorridor Planned Development District ordinance;
6. Waivers to the dimensional requirements and number of parking spaces required in the Off-Street Parking Requirements section of the BioCorridor Planned Development District ordinance;
7. Appeal of the BioCorridor Review Committee's denial of an alternative parking plan;
8. Alternative Highway Buffers Standards as allowed in the BioCorridor Planned Development District ordinance; and
9. Appeal of the terms of the Highway Buffer Standards as set forth in the BioCorridor Planned Development District ordinance.

March 28, 2024

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None