GARLAND

# AGENDA

## CITY COUNCIL WORK SESSION
## City of Garland
## Duckworth Building, Goldie Locke Room
## 217 North Fifth Street
## Garland, Texas
## July 5, 2016
## 5:30 p.m.

**DEFINITIONS:**

**Written Briefing:** Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

**Verbal Briefing:** These items do not require written background information or are an update on items previously discussed by the Council.

**Regular Item:** These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

**[Public comment will not be accepted during Work Session unless Council determines otherwise.]**

**NOTICE:** The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

**1. Written Briefing(s):**

**a. Joint Operating Agreement between and among the Texas Municipal Power Agency and the Cities of Garland, Bryan, Denton, and Greenville**

*Council is requested to consider the approval of a Joint Operating Agreement between and among the Texas Municipal Power Agency and the Cities of Garland, Bryan, Denton, and Greenville. The board of the Texas Municipal Power Agency has approved the execution of the agreement on behalf of TMPA and the other member cities have all indicated that they will approve execution of the agreement shortly. By the terms of the proposed agreement, the City Council's approval must be done through the adoption of an ordinance approving the execution of the agreement by the City of Garland.*

**b. Consider an ordinance amending Ordinance No. 6806, as amended, establishing Civil Service classifications within the Police and Fire Departments and prescribing the number of positions in each classification; providing a savings clause and a severability clause; and providing an effective date.**

*Council is requested to adopt an ordinance amending the schedule of approved fire department positions to provide for an additional Fire Lieutenant position.*

**c. Development Agreement Between the City of Garland and Western Rim Investors**

*Council is requested to consider authorizing the City Manager to execute a development agreement, between the City of Garland, Garland Partners Ltd., Western Rim Investors 2015-2, L.P., and Western Rim Investors 2015-3, L.P. for the development of a certain 89.27-acre tract of land located south of President George Bush Turnpike, northwest of Holford Road, north of the Spring Creek Greenbelt, and east of Naaman Forest Blvd, pursuant to Planned Development Ordinance No. 6581.*

**2. Verbal Briefing(s):**

**a. Parks and Recreation Board Annual Report**

*The Parks and Recreation Board will present an annual report to Council.*

**b. Senior Citizen Advisory Commission Annual Report**

*The Senior Citizen Advisory Commission will present an annual report to the Council.*

**c. Interviews for Appointment to the Dallas Area Rapid Transit Board**

*The Dallas Area Rapid Transit (DART) notified the City that Michael T. Cheney's and Mark C. Enoch's term of office as a DART Board Member expires on June 30, 2016. Information was posted on the City's website for 14 days regarding the qualifications of the DART Board Member in order to provide an opportunity for citizens to apply for the position. A letter of interest was received from Michael T. Cheney, T. Patrick Spreng, Mark C. Enoch, and Jonathan R. Kelly. Council is scheduled to formally appoint a representative to the DART Board of Directors at the July 5, 2016 Regular Meeting.*

**d. 2015 International Code Series**

*Staff will provide a report regarding the adoption of local amendments to the 2015 International Code series of construction codes and the 2014 National Electrical Code.*

**3. Consider the Consent Agenda**

*A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.*

**4. Announce Future Agenda Items**

*A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.*

**5. Adjourn**

GARLAND
POLICY REPORT

**City Council Work Session Agenda** **Work Session Item 1. a.**

**Meeting Date:** July 5, 2016

**Item Title:** Approval of a Joint Operating Agreement between and among the Texas Municipal Power Agency and the City of Garland, et al.

**Submitted By:** Brad Neighbor, City Attorney

**Council Goal:** Financially Stable Government with Tax Base that Supports Community Needs
Defends Rightful Powers of Municipalities
Fully Informed and Engaged Citizenry
Consistent Delivery of Reliable City Services

## ISSUE

Council is requested to consider the approval of a Joint Operating Agreement between and among the Texas Municipal Power Agency and the Cities of Garland, Bryan, Denton, and Greenville. The board of the Texas Municipal Power Agency has approved the execution of the agreement on behalf of TMPA and the other member cities have all indicated that they will approve execution of the agreement shortly. By the terms of the proposed agreement, the City Council's approval must be done through the adoption of an ordinance approving the execution of the agreement by the City of Garland.

## OPTIONS

Approve or disapprove an ordinance authorizing the City Manager to execute the Joint Operating Agreement on behalf of the City.

## RECOMMENDATION

Unless otherwise directed by Council, an ordinance authorizing the City Manager to execute the Joint Operating Agreement on behalf of the City has been scheduled for formal consideration at the July 5, Regular Meeting.

## BACKGROUND

The Texas Municipal Power Agency was formed by the cities of Bryan, Denton, Garland, and Greenville in the mid-1970s. TMPA operates as a joint power agency through which TMPA provides for the generation and transmission of power to the member cities. The generation facilities are located at Gibbons Creek, near Bryan, Texas and the transmission assets extend from there to all of the member cities. Initially the plant was fueled by locally-mined lignite coal, so the assets of TMPA include significant real estate holdings in addition to generation and transmission assets. The relationship between TMPA and the member cities is currently and chiefly governed by a state enabling act and a power sales agreement. The power sales agreement is due to expire, unless extended, in 2018. Accordingly, the member cities have

been working for several years to determine the best path forward for TMPA, recognizing that its assets have a significant value for the member cities and are usable beyond 2018. During the 2015 session of the Texas Legislature, the member cities and TMPA were able to successfully amend the enabling act that governs TMPA to accommodate the parties' plans for the future of TMPA. The execution of a joint operating agreement represents the next step in those plans.

**CONSIDERATION**

The proposed joint operating agreement accounts for a number of issues that are not clearly addressed in the existing power sales contract nor necessarily accommodated in the original version of the enabling act. Due to other considerations, amending the power sales contract to address those issues is simply not feasible even though the enabling act was successfully amended to allow the member cities to carry forward with its plans for a post-2018 TMPA. Perhaps most importantly, the proposed joint operating agreement will allow a member city to receive its fair share of TMPA assets in the event TMPA no longer operates. The joint operating agreement also provides a mechanism for the winding up of TMPA affairs in the event the member cities decide to discontinue operating TMPA. Along those lines, the joint operating agreement provides a method for decommissioning the generation plant, reclaiming the mining land, and environmental remediation as may be necessary. The joint operating agreement represents a significant event in the history - and future - of TMPA. The City Council is urged to approve an ordinance that will authorize the City Manager to execute the joint operating agreement on behalf of the City.

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**Attachments**

Authorizing ordinance

Joint Operating Agreement

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**ORDINANCE NO.**

**AN ORDINANCE AUTHORZING THE CITY MANAGER TO EXECUTE A JOINT OPERATING AGREEMENT AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:**

**Section 1**

That the City Manager is hereby authorized to execute a joint operating agreement by, between, and among the Texas Municipal Power Agency, the City of Bryan, the City of Denton, and the City of Greenville in substantially the form and substance of that attached hereto as Exhibit "A".

**Section 2**

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

**PASSED AND APPROVED** this the _____ day of _____, 2016.

**CITY OF GARLAND, TEXAS**

_____
Mayor

**ATTEST:**

_____
City Secretary

# JOINT OPERATING AGREEMENT

# BETWEEN

# TEXAS MUNICIPAL POWER AGENCY

# AND

# CITY OF BRYAN, TEXAS

# CITY OF DENTON, TEXAS

# CITY OF GARLAND, TEXAS

# CITY OF GREENVILLE, TEXAS

**Effective: September 1, 2016**

**JOINT OPERATING AGREEMENT**
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SCHEDULES:

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SCHEDULE C TRANSMISSION ASSETS

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SCHEDULE F DECOMMISSIONING ESCROW AGREEMENT

SCHEDULE G MINE RECLAMATION PLAN

SCHEDULE H INDEMNITY ESCROW AGREEMENT

**JOINT OPERATING AGREEMENT**

**BETWEEN**

**TEXAS MUNICIPAL POWER AGENCY**

**AND**

**CITY OF BRYAN, TEXAS**

**CITY OF DENTON, TEXAS**

**CITY OF GARLAND, TEXAS**

**CITY OF GREENVILLE, TEXAS**

This Joint Operating Agreement ("Agreement") is made and entered into between the Texas Municipal Power Agency ("the Agency" or "TMPA"), a municipal corporation and political subdivision of the State of Texas established pursuant to the provisions of Chapter 163 of the Texas Utilities Code, and the City of Bryan, the City of Denton, the City of Garland, and the City of Greenville, Texas each of which cities is a municipal corporation of the State of Texas and a home rule city (herein collectively "Cities" or individually "City").

W I T N E S S E T H :

WHEREAS, in 1975, in recognition that each City desired an economical, reliable source of Power and Energy to meet the growing demands of its customers, the Cities enacted concurrent ordinances, as defined by Tex. Util. Code 163.051 and its predecessors, creating the Agency for the purpose of generation, transmission and sale or exchange of electric energy to the Cities, and

WHEREAS, subsequent to the creation of the Agency, the Agency designed, constructed and operates the Gibbons Creek Steam Electric Station in Grimes County, acquired property and other assets in connection with its operations, and each City has purchased Power and Energy from the Agency, financed various assets of the Agency through the purchase of Power and Energy and the issuance of bonds payable from revenues of the City's electric operations, and holds interests in Agency assets in the event of its dissolution; and,

WHEREAS, pursuant to S.B. 776, enacted by the 84th Texas Legislature, the Cities, being all of the existing Participating Public Entities in the Agency, have elected governance for the Agency under Tex. Util. Code Section 163, Subchapter C-1, by adoption of concurrent ordinances; and

WHEREAS, the Agency and each Participating Public Entity have determined that further contractual agreements between and among the Agency and each Participating Public Entity to address operations of the Agency in matters other than the purchase of Power and Energy and to provide for the mutual rights and responsibilities of the Parties as to the operations of the Agency, including asset management, decommissioning, environmental remediation, indemnities, and the

winding up of affairs of the Agency upon dissolution, are necessary and appropriate and consistent with S.B. 776,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Agency and each Participating Public Entity, intending to be legally bound, agree as follows:

## ARTICLE 1. TERM, DEFINITIONS, RELATION TO AND ORDER OF PRECEDENCE WITH REGARD TO OTHER CONTRACTUAL COMMITMENTS.

SECTION 1.1. TERM OF AGREEMENT. This Agreement shall become effective on September 1, 2016, after the adoption by each Participating Public Entity of an ordinance authorizing the execution of this Agreement, the adoption of this Agreement by the affirmative vote of a majority of the TMPA Board, and the execution of this Agreement by all Parties. Unless earlier terminated in accordance with the terms contained herein for termination, this Contract shall remain in effect until such time as the Agency shall have been dissolved.

SECTION 1.2. DEFINITIONS. As used herein:

(a) "Act" shall mean Chapter 166, Acts of the 63rd Legislature, Regular Session, 1973, as amended by Chapter 143, Acts of the 64th Legislature, Regular Session, 1975, as amended by Chapter 85, Acts of the 65th Legislature, Regular Session, 1977, and as further amended by Chapter 1162, Acts of the 84th Legislature, Regular Session, 2015, now codified in Chapter 163 of the Texas Utility Code, and all laws amendatory thereof or supplemental thereto.

(b) "Agency" shall mean the Texas Municipal Power Agency as created and established (pursuant to the Act) and concurrent ordinances adopted by the governing bodies of the Cities, or its successor.

(c) "Annual System Costs" are as defined in the Power Sales Contract. Effective September 1, 2018, this term excludes all costs (including capital costs, depreciation, debt service, operations and maintenance, and administrative costs, and all taxes, assessments or other governmental charges) associated with the Transmission System, as herein defined.

(d) "Annual Budgets" shall mean, with respect to a fiscal year, the budgets of the Agency prepared in accordance with Section 2.6 of this Agreement.

(e) "Approval" when referring to an approval required by this Agreement of a City or Participating Public Entity shall mean approval in such manner as is determined appropriate by each such City or Participating Public Entity, in its individual discretion, unless approval by a concurrent ordinance is expressly required, in which instance "approval" shall require adoption of a concurrent ordinance by each City or Participating Public Entity whose approval is required.

(f) "Bonds" shall mean all bonds issued by the Agency pursuant to a Bond Resolution, as defined herein.

(g) "Bond Resolution" shall mean the following resolutions of the Agency adopted prior to the Effective Date of this Agreement authorizing an issue of Bonds or subordinated indebtedness: (i) the "Texas Municipal Power Agency Refunding Revenue Bonds, Series 1993," (ii) the "Texas Municipal Power Agency Subordinate Lien Revenue Refunding Bonds, Series 2008," (iii) "Texas Municipal Power Agency Junior Subordinate Lien Revenue Refunding Bonds, Series 2013," (iv) the "Texas Municipal Power Agency Commercial Paper Notes, Series 2005," (v) the "Texas Municipal Power Agency Subordinate Lien Revenue/Transmission Revenue Converting Security Refunding Bonds, Series 2010," and (vi) any commercial paper notes issued prior to the date of this Agreement to refund all or a portion of the commercial paper notes referenced in clause (iv), and any resolution adopted after the Effective Date of this Agreement pursuant to which Transmission Debt as defined herein may be issued.

(h) "City" shall mean each of the following: the City of Bryan, Texas, the City of Denton, Texas, the City of Garland, Texas, or the City of Greenville, Texas, being the public entities that originally created the Agency; and "Cities" shall mean all four Cities, collectively. Each City is also a "Participating Public Entity" as defined herein unless and until such City is removed from the Agency under Section 163.076 of the Act.

(i) "Debt" shall mean any form of debt of the Agency whether bonds, notes, commercial paper or obligations of any kind for borrowed money, and includes "New Debt" as defined herein.

(j) "Effective Date" of this Agreement shall mean September 1, 2016.

(k) "New Debt" shall mean any form of debt of the Agency whether bonds, notes, commercial paper or obligations of any kind for borrowed money, incurred by the Agency from and after September 1, 2016.

(l) "Power Sales Contract" shall mean those identical contracts titled "Power Sales Contract Between Texas Municipal Power Agency and City of Bryan, Texas, City of Denton Texas, City of Garland, Texas and City of Greenville, Texas" dated September 1, 1976, as amended.

(m) "Participating Public Entity" shall mean each City, unless and until such City is removed from the Agency under Section 163.076 of the Act, and any public entity added to the Agency as provided in the Act.

(n) "Party" shall mean the Agency or a City and "Parties" shall refer to the Agency and the Cities collectively.

(o) "Series 2010 Bond Resolution" shall mean Resolution No. 2010-6-2 adopted by the TMPA Board on June 24, 2010.

(p) "Super Majority Vote" shall have the following meaning: (i) When the Agency or a business category shall have eight board members, for a Super Majority Vote, six members of the TMPA Board shall constitute a quorum, and a Super Majority Vote shall require the affirmative vote of at least six (6) members of the TMPA Board with at least one (1) member of the TMPA Board appointed by each Participating Public Entity voting in favor of such action.

(ii) When the Agency or a business category shall have fewer than eight board members, for a Super Majority Vote, one-half of the TMPA Board plus one additional board member shall constitute a quorum, and a Super Majority Vote shall require the affirmative vote of at least one-half of all members of the TMPA Board plus one additional TMPA Board member with at least one (1) member of the TMPA Board appointed by each Participating Public Entity voting in favor of such action.

(q) "System" shall mean all properties owned by the Agency, but, after September 1, 2018, shall exclude the Transmission System.

(r) "System Debt" shall have the same meaning as in the Power Sales Contract and includes bonds, commercial paper notes and other obligations for borrowed money (but not capitalized leases or other agreements that are payable thereunder as an Operating and Maintenance Expense), which are secured by payments made by the Cities hereunder and in existence as of the date of execution of this Agreement. However, as used herein, from and after September 1, 2018, "System Debt" does not include Transmission Debt.

(s) "TMPA Board" shall mean the Board of Directors of the Agency, or, for any business category, the Board of Directors for the business category. The TMPA Board for any business category shall consist of the board members appointed by the Participating Public Entities participating in that business category.

(t) "Transmission Debt" shall have the same meaning as the term "Transmission Debt" as stated in the Series 2010 Bond Resolution.

(u) "Transmission Facilities" shall mean all electric transmission facilities wherever located and acquired and/or constructed and owned by the Agency, including, without limitation, such facilities owned in fee simple in their entirety or in an indivisible ownership interest or other ownership interest.

(v) "Transmission Revenues" shall have the same meaning as "Transmission Gross Revenues" as defined in the Series 2010 Bond Resolution.

(x) "Transmission System" shall mean the Agency's ownership and contractual rights and all other interests in all Transmission Facilities owned or operated by or on behalf of the Agency from time to time, and the operation thereof.

SECTION 1.3. SCOPE OF THIS AGREEMENT. This Agreement is intended to provide terms of agreement for (1) Agency operations outside the scope of the Power Sales Contract, (2) matters relating to decommissioning of the power plant at such time as it may be removed from service, (3) disposition of Agency assets, and (4) matters relating to dissolution of the Agency, at such time as it may be dissolved. This Agreement is not intended to require a Participating Public Entity to hold an election in order to exercise any right or to carry out any obligation under this Agreement.

SECTION 1.4. RELATION TO AND ORDER OF PRECEDENCE WITH REGARD TO OTHER CONTRACTUAL COMMITMENTS. This Agreement shall not amend, modify, supersede or replace the Power Sales Contract, or the Global Compromise and Settlement

Agreement dated December 17, 2009, entered into by the Agency and each City, or any existing written agreement of the Agency and one or more of the Cities. To the extent possible, this Agreement should be interpreted as consistent with such prior written agreements and *in pari materia* therewith. Additionally, this Agreement shall not amend, modify, supersede or replace any right or obligation as between the Agency and its Bondholders under any Bond Resolution adopted prior to the effective date of this Agreement.

## ARTICLE II. OPERATIONS OF THE AGENCY.

SECTION 2.1. ORGANIZATION OF AGENCY FUNCTIONS. The operations of Agency shall be organized into three business categories: (1) Generation – consisting of the operation and management of the Gibbons Creek Steam Electric plant and sales of the power produced by the plant to the Participating Public Entities, (2) Mining – consisting of the operation and management of real property associated with the Agency's lignite mining property, and (3) Transmission – consisting of the operation and management of Transmission Facilities.

SECTION 2.2. IDENTIFICATION OF TMPA ASSETS BY BUSINESS FUNCTION.

2.2.1. IDENTIFICATION OF ASSETS. As of the Effective Date of this Agreement, each and every asset of the Agency comprising the Agency's three business categories, Generation, Mining and Transmission, and the Agency's administrative assets shall be identified on one of the attached schedules, as follows:

Schedule A: Generation Business assets.

Schedule B: Mining Business assets.

Schedule C: Transmission Business assets.

Schedule D: Administrative assets.

2.2.2. ADMINISTRATIVE ASSETS. Assets associated with administrative and general functions are identified on Schedule D and allocated between Generation, Mining and Transmission as shown on Schedule D.

2.2.3. AFTER-ACQUIRED ASSETS; ANNUAL UPDATE TO ASSET SCHEDULES. Assets acquired after the effective date of this Agreement shall be identified at the time of acquisition as either Generation Business assets, Mining Business assets, Transmission Business assets. Administrative assets acquired after the Effective Date of this Agreement shall be allocated to Generation Business, Mining Business or Transmission Business as of the date of acquisition and listed on the associated schedule for the business category to which the asset has been allocated. Schedules A, B and C shall be updated periodically as assets are acquired, retired, sold or transferred, or upon allocation of Administrative assets to the Generation, Mining or Transmission Business, with such updates to occur at least annually. In the event a Participating Public Entity shall object to the identification of an asset to a business category, the dispute resolution procedures of Section 8.10 shall apply.

SECTION 2.3. BUDGETING; BOOKS AND RECORDS OF THE AGENCY. The Agency shall budget its operations by business category and shall prepare an annual budget for each business category. The annual budget for each business category shall be approved by a majority vote of the TMPA Board. The Agency shall cause its books of account to be organized in a manner consistent with the three business categories and associated assets identified in Section 2.2.1 and Schedules A-D. All such records shall be current, accurate, complete, and maintained in accordance with generally accepted accounting principles or other accounting principles as may be required by law.

SECTION 2.4. PARTICIPATING PUBLIC ENTITIES' INTEREST IN AGENCY ASSETS.

2.4.1. GENERAL RULE. Under the Power Sales Contract and annual budget and rate resolutions of the TMPA Board, payments by each Participating Public Entity to the Agency have provided all funds necessary for the acquisition of all assets and payment of all costs of operation of the Agency. The Power Sales Contract provides that, upon termination of the Power Sales Contract and dissolution of the Agency, each Participating Public Entity has an interest in the assets of the Agency in proportion to the amount that each Participating Public Entity has paid into the Agency. This Section 2.4 states how the proportional interest of each Participating Public Entity will be determined and may be changed in the instances stated in this Section.

2.4.2. FORMULAS FOR DETERMINING EACH PARTICIPATING PUBLIC ENTITY'S INTEREST IN AGENCY ASSETS. The following formulas shall be used to determine each Participating Public Entity's proportional interest in the Agency assets, except to the extent otherwise expressly provided in this Agreement. The formulas shall apply to determine each Participating Public Entity's proportional share in the net proceeds of the sale or other disposition of Agency assets after (i) payment of debts of the Agency and (ii) provision for reserve funds, escrows, retentions, insurance or indemnities as provided in this Agreement in Articles III - VI. The General Formula provided in this Section shall apply, unless a formula specified in Section 2.4.3 shall apply, to determine each Participating Public Entity's residual interest in the net proceeds of the sale or other disposition of any Agency assets, or upon dissolution of the Agency, as follows:

General Formula = Amount paid to TMPA by Participating Public Entity from Inception Date to the fiscal year end preceding the date of sale or other disposition of the asset
÷
Amounts paid to TMPA by all Participating Public Entities from Inception Date to the fiscal year end preceding the date of sale or other disposition of asset

For purposes of this Article II, "Inception Date" shall mean September 1, 1976, the effective date of the initial Power Sales Contract between TMPA and each Participating Public Entity. The proportional shares of the Participating Public Entities in Agency assets according to the General formula as of the end of the Agency's September 30, 2015 fiscal year are as shown on Schedule E.

2.4.3. CHANGES IN A PARTICIPATING PUBLIC ENTITY'S INTEREST IN AGENCY ASSETS.

2.4.3.1. RECREATION OF THE AGENCY BY DELETION OF A PARTICIPATING PUBLIC ENTITY. Each Participating Public Entity and the Agency recognize that, pursuant to Section 163.076 of the Act and the concurrent ordinances by which the Cities created the Agency, each Participating Public Entity reserved the right to its governing body to join with the other Participating Public Entities to provide for the re-creation of the Agency by the addition and deletion, either or both, of a Participating Public Entity, as defined in said Act, so long as there is no impairment of any existing obligations of the Agency. In the event that the Agency is re-created by the deletion of a Participating Public Entity, the deleted entity's percentage share in Agency assets shall thereafter be determined by the formula provided in Section 2.4.3.2. No Participating Public Entity that is deleted from the Agency may sell its interest in Agency assets except to the extent such sale is approved in the ordinances that re-create the Agency.

2.4.3.2. CHANGE IN PROPORTIONAL SHARE IN AGENCY ASSETS DUE TO DELETION OF A PARTICIPATING PUBLIC ENTITY PURSUANT TO SECTION 163.076 OF THE ACT. In the event the Agency is recreated pursuant to Section 163.076 of the Act by the deletion of a Participating Public Entity, the deleted Participating Public Entity's proportional interest as stated in Section 2.4.2 shall change, as follows:

Formula = Amount paid to TMPA by Participating Public Entity from Inception Date to the fiscal year end preceding the date of deletion
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Amounts paid to TMPA by all Participating Public Entities from Inception Date to the fiscal year end preceding the date of sale or other disposition of asset

2.4.3.3. CHANGE IN PROPORTIONAL SHARE IN AGENCY ASSETS DUE TO ADDITION OF A PARTICIPATING PUBLIC ENTITY PURSUANT TO SECTION 163.076 OF THE ACT. A Participating Public Entity added to the Agency pursuant to Section 163.076 of the Act after the effective date of this Agreement ("newly added Participating Public Entity") shall be included in the calculation of the percentage share of the assets of the Agency, to the extent of the payments to the Agency made by the newly added Participating Public Entity, according to the following formula:

Formula = Amount paid to TMPA by newly added Participating Public Entity from initial payment to the fiscal year end preceding the date of sale or other disposition of asset
÷
Amounts paid to TMPA by all Participating Public Entities from Inception Date to the fiscal year end preceding the date of sale or other disposition of asset

2.4.3.4. MODIFICATION OF FORMULA IN THE EVENT A PARTICIPATING PUBLIC ENTITY EXITS A BUSINESS CATEGORY BUT THE AGENCY IS NOT RECREATED TO DELETE THE PARTICIPATING PUBLIC ENTITY FROM THE

AGENCY. In the event a Participating Public Entity exits one business category of the Agency (for example, Generation), but continues to participate in other business categories of the Agency, the Agency shall calculate such Participating Public Entity's proportional interest in assets of the business category from which the Participating Public Entity has exited as of the date of exit. The Agency shall also record the total amounts paid into the Agency by business category as of the Participating Public Entity's date of exit. Thereafter, as to the assets in the business category from which the Participating Public Entity has exited, such exiting Participating Public Entity shall not share in any increase in the numerator in the formula for the exited business category. To the extent such Participating Public Entity pays into the Agency amounts related to other business categories, the Participating Public Entity shall share in the increase in the formula for those business categories in proportion to the amounts paid into the Agency by all Participating Public Entities in those business categories.

2.4.3.5. EXCEPTION AS TO TRANSMISSION ASSETS. The Parties agree that, due to the differences in the manner in which the Transmission Business has been funded, the formulas in Sections 2.4.1, 2.4.2 and 2.4.3.1-2.4.3.4 do not apply to determine the Participating Public Entities proportional interest in Transmission Assets. The applicable formulas for determining each Participating Public Entity's proportional interest in Transmission Assets are stated in Article IV.

SECTION 2.5. ANNUAL CALCULATION OF PROPORTIONAL SHARES. Annually, the TMPA Board shall direct the TMPA Staff to calculate the total payments made to TMPA, each Participating Public Entity's annual sum of payments to TMPA, and to do so by business category in the event any Participating Public Entity withdraws from the Agency or a business category. For each Fiscal Year, the Staff shall update the proportional share calculations, showing the proportional interest of each Participating Public Entity, each deleted Participating Public Entity, and any newly added Participating Public Entity, on an annual basis, by business category. The calculation and supporting information shall be submitted to the TMPA Board for review and approval on an annual basis. In the event a Participating Public Entity shall object to the proportional share calculation, the dispute resolution procedures of Section 8.10 shall apply.

SECTION 2.6. ANNUAL BUDGET, RECOVERY OF COSTS OF AGENCY OPERATIONS INCURRED PURSUANT TO THIS AGREEMENT; LIMITATIONS ON NEW DEBT.

2.6.1. BUDGETING AND COST RECOVERY.

2.6.1.1. FOR THE PERIOD FROM THE EFFECTIVE DATE AND ENDING SEPTEMBER 30, 2018. For the period effective October 1, 2016, and annually thereafter to September 30, 2018, the TMPA Board shall adopt annual budgets, by business category. For periods prior to September 30, 2018, such Annual Budgets shall be for informational purposes. Recovery of the costs of Agency operations for this period shall be through the (i) Annual System Costs under the Power Sales Contract of the Agency and (ii) Transmission Revenues. From the Effective Date through September 30, 2018, funds otherwise available to be returned to the Cities under Section 7(a)(3) of the Power Sales Contract shall be applied to the following uses: (i) first, to fund the Decommissioning Reserve Account up to the cap for that account as stated in Section 5.5, and (ii) then, to fund the Indemnity Reserve Account up to the cap for that account as stated in Section 6.5. Any net proceeds remaining after the obligations

described in (i)-(ii) shall be apportioned to each Participating Public Entity based on the following percentages: Bryan - 21.7%; Denton - 21.3%; Garland - 47%; Greenville - 10%.

2.6.1.2. FOR PERIODS COMMENCING FROM AND AFTER OCTOBER 1, 2018. For the fiscal year commencing October 1, 2018, and annually thereafter, the TMPA Board shall adopt annual budgets, by business category, and adopt charges for the recovery of the costs of operations by business category, according to the specific requirements in Articles III, IV, and V, respectively.

2.6.1.3. CHARGES IN THE EVENT A NEW PUBLIC ENTITY IS ADDED TO THE AGENCY OR A PARTICIPATING PUBLIC ENTITY IS REMOVED FROM THE AGENCY UNDER SECTION 163.076, TX. UTIL. CODE. In the event that the Agency is re-created by the deletion of a Participating Public Entity, the deleted entity shall remain bound by this Agreement for its proportionate share of obligations incurred prior to its deletion. In the event the Agency is re-created by the deletion of an existing Participating Public Entity or addition of a new Participating Public Entity, the concurrent ordinances by which such action is taken shall address the obligation of such deleted or added Participating Public Entity as to charges thereafter assessed for each business category.

2.6.2. ADDITIONAL TERMS REGARDING BUDGETING IN ALL PERIODS. In addition to the provisions of Section 2.6.1, the following terms shall apply:

2.6.2.1. ADMINISTRATIVE COSTS. Administrative costs which cannot be directly assigned to a business category shall be allocated to each business category as a part of the annual budget process or at the time budgeted (if incurred by budget amendment). Such allocations shall be substantially in accordance with the Transmission Cost of Service Rate Filing Package Instructions for Non-Investor Owned Transmission Service Providers (or its equivalent) published by the Public Utility Commission of Texas.

2.6.2.2. WORKING CAPITAL. In setting the annual budget for each business category, the TMPA Board shall include working capital levels sufficient to sustain the operation and capital needs of each business category.

2.6.2.3. BUDGET AMENDMENTS. The terms of this Section shall not prevent the TMPA Board from approving such budget amendments as may be necessary, or from billing for such amended costs immediately, so long as the amendments meet the otherwise applicable approval requirements of this section.

2.6.2.4. LIMITATIONS ON BUDGET INCREASES. To the extent the budget, for a business category, together with any amendment, would require the issuance of New Debt by the Agency (other than Transmission Debt), or cause the annual budget or charges to the Participating Public Entities, excluding fuel and debt service on Transmission Debt, to increase by more than 20% compared to the previous year's budget or charges, excluding fuel and debt service on Transmission Debt, Approval of all Participating Public Entities in that business category shall be required.

2.6.2.5. LIMITATIONS ON DEBT. From and after September 1, 2016, the Agency shall not incur any form of Debt other than Transmission Debt, whether bonds, notes,

a new commercial paper program or increase in an existing commercial paper program, or obligation for borrowed money of any kind, unless such Debt is: (1) attributed to a single business category, (2) approved by a Super Majority Vote of the TMPA Board and by concurrent ordinances of each Participating Public Entity in the business category to which the debt is attributed, and (3) secured solely by assets or revenues or operations of the business category to which it is attributed. From and after September 1, 2016, the Agency shall not incur any form of Transmission Debt, whether bonds, notes, commercial paper or obligations of any kind, unless: (1) prior notice of at least 60 days has been given to each Participating Public Entity in the Transmission Business category of the proposed issuance of such Transmission Debt, which notice shall include the principal terms on which such Debt is proposed to be issued, and (2) such proposed Transmission Debt is: (i) after September 1, 2018, payable solely from Transmission Revenues, and (ii) approved by a Super Majority Vote of the TMPA Board . The restrictions in this Section relating to Debt shall not apply to mine reclamation bonds or to banking agreements, including letters of credit, associated with such bonds. For clarification, Approval of the Participating Public Entities shall not be required for (i) the issuance by TMPA of Transmission Debt or (ii) the issuance by TMPA of commercial paper notes or a commercial paper program established prior to September 1, 2016, that is: (a) payable in full on or before September 1, 2018 or (b) by its terms, to be converted to Transmission Debt on or before October 1, 2018.

2.6.2.6. LIMITATIONS ON OTHER NEW LONG-TERM OR SIGNIFICANT OBLIGATIONS. In addition to the limitations on incurrence of Debt provided in Section 2.6.2.5, from and after September 1, 2016, the Agency shall not incur any other form of long-term obligation unless such obligation is: (1) attributed to a single business category, (2) approved by a Super Majority Vote of the TMPA Board and by concurrent ordinances of each Participating Public Entity in the business category to which the obligation is attributed, and (3) secured solely by assets and/or revenues of the business category to which it is attributed. For purposes of this paragraph 2.6.2.6, "long-term or significant obligation" shall mean any contract or other form of obligation (i) having a term in excess of twenty-four (24) months unless the contract may be cancelled by the Agency for convenience without penalty at any time after the giving of notice and the expiration of a contractual notice period not to exceed one hundred twenty (120) days, or (ii) in an amount in excess of ten million ($10,000,000.00) dollars. The restrictions in this Section relating to long-term or significant obligations shall not apply to mine reclamation bonds and to banking agreements, including letters of credit, associated with such bonds.

SECTION 2.7. NATURE OF PARTICIPATING PUBLIC ENTITY OBLIGATIONS; RATE COVENANT. Each Participating Public Entity hereby binds itself to pay such costs as may be properly assessed by the Agency for recovery of the cost of the services undertaken by the Agency pursuant to this Agreement. Each Participating Public Entity shall establish, maintain and collect rates and charges for the electric service of its electric system which shall produce revenues at least sufficient, together with other revenues available to such electric system and available electric system reserves, to enable it to pay to the Agency, when due, all amounts payable by such Participating Public Entity under this Agreement. A Participating Public Entity's payment obligations under this Agreement shall constitute an operating expense of its electric system, and are payable exclusively from such revenues.

SECTION 2.8. REPORTS. The Agency will prepare and issue the following reports for each business category (Generation, Transmission, Mining) for each fiscal year: (i) financial and operating statement relating to Generation, Transmission, and Mining; (ii) status of construction

for any facility under construction; and (iii) analysis of operations relating to each of the three business categories of the Agency. Each business category report shall be made available to the Participating Public Entities in that business category. Within one hundred and twenty (120) days of the close of each fiscal year, the Agency shall cause an audited report of financial operations for the prior fiscal year for each business category to be sent to each Participating Public Entity in that business category. Such reports shall have been audited annually by an independent certified public accountant.

SECTION 2.9. RECORDS AND ACCOUNTS. The Agency will keep accurate records and accounts relating to each business category in accordance with applicable accounting standards [uniform system of accounts] including depreciation.

SECTION 2.10. ACCESS. Each Participating Public Entity, for any business category in which the Participating Public Entity participates, shall at all times have reasonable access to examine any and all books and records of the Agency for that business category and to examine any facility of the Agency in that business category.

SECTION 2.11 DECISION TO EXIT A BUSINESS CATEGORY.

2.11.1. LIMITATIONS ON EXITING A BUSINESS CATEGORY. A Participating Public Entity intending to exit a business category other than the Generation Business category shall do so by giving notice to the Agency and all Participating Public Entities in writing at least one hundred eighty (180) days in advance of the effective date of the exit. No Participating Public Entity may exit the Generation Business unless it has elected to terminate its Power Sales Contract in the manner and with the notice as required in Section 5.1 of this Agreement and no such exit from the Generation Business may become effective in advance of the date of termination of the exiting Participating Public Entity's Power Sales Contract with TMPA. No Participating Public Entity may exit the Mining Business prior to October 1, 2018, or before the reclamation obligations of TMPA are completed and the Mining Business assets are released from reclamation bonding. No Participating Public Entity may exit the Transmission Business on a date to be effective prior to October 1, 2018.

2.11.2. BOARD PARTICIPATION. Effective on the date of exit, the exiting Participating Public Entity agrees to recuse itself from participating in any deliberation or voting of the TMPA Board in matters regarding the exited business category, and agrees that the TMPA Board may amend its bylaws to provide (i) that the Agency board members appointed by the exiting entity shall recuse themselves and not participate in TMPA matters regarding that business category and (ii) for separate boards for one or more business categories.

2.11.3. OBLIGATIONS OF EXITING ENTITY. Prior to the effective date of exit, the exiting Participating Public Entity shall pay all sums due the Agency with respect to the exited business category for periods prior to the date of exit. From and after the date of exit, the exiting Participating Public Entity shall have no responsibility for any Debt incurred in that business category after the date of exit, but to the extent that any debt instrument shall be secured by revenues or other assets of a Participating Public Entity, the exiting Participating Public Entity shall retain responsibility for its proportional share of such debt attributable to the exited business category, incurred before, arising before, or attributable to operations in that business category before the date of exit. The exiting Participating Public Entity's obligation (if any) with regard to

annual operating costs incurred in the exited business category after its exit of that business category and its percentage share of the net proceeds of any sale of assets in the exited business category shall be determined in the manner set forth in Article III, IV or V for the exited business category.

2.11.4. SALE OF INTEREST PROHIBITED. An exiting Participating Public Entity may not sell its interest in assets of a business category upon exiting a business category but will continue to hold its proportional interest in Agency assets, in the proportion defined in Section 2.4 of this Agreement, until such assets are disposed of by the Agency in the manner provided by this Agreement.

SECTION 2.12. SALES OF ASSETS. When a sale of assets is undertaken, the Agency shall use its best efforts to market and dispose of such assets upon the terms and conditions that maximize the asset's market value. Except as permitted in Section 3.2.3, no individual contract for the sale of an asset having a value in excess of $10,000,000.00, or successive contracts in a twelve-month period for the sale of assets in any one business category which together have a value in excess of $10,000,000.00, shall be undertaken except upon prior Approval of all Participating Public Entities. Further, no contract for the sale of an asset having a value less than $10,000,000.00, shall be undertaken except upon compliance with all other terms of Articles III, IV and V as applicable to the category of the asset to be sold. Additionally, the Agency covenants and agrees that in the event properties of the System which were acquired with funds received from the sale of Bonds are sold, the proceeds from the sale of such properties shall be applied in accordance with the provisions of the applicable Bond Resolution unless and until such Bonds have been paid. The Agency shall apply any remaining proceeds from the sale of properties in accordance with this Agreement.

## ARTICLE III. AGREEMENT REGARDING MINING OPERATION AND DISPOSITION OF MINING ASSETS.

SECTION 3.1. IDENTIFICATION OF MINING LANDS. The properties and assets shown on Schedule B shall comprise the "Mining Assets." Mining Assets shall include all mineral and other property interests associated with the real properties identified on Schedule B.

SECTION 3.2. OPERATION, RECLAMATION AND DISPOSITION OF MINING ASSETS.

3.2.1. BUDGETING AND OPERATIONS. From and after October 1, 2018, charges for recoupment of such costs as are included in the Annual Budget for the Mining Business category shall be assessed to each Participating Public Entity according to the following percentages: Bryan - 21.7%; Denton - 21.3%; Garland - 47%, Greenville - 10%, unless a different schedule of charges shall be adopted by the unanimous approval of all of the Participating Public Entities in the Mining Business category. In the event a Participating Public Entity exits the Mining Business as permitted under Section 2.11.1, it shall remain responsible for the same percentage share of costs incurred after its exit as set forth above, such that the same percentages shall apply to each exited and remaining Participating Public Entity for any costs of the Mining Business category until all Mining Assets are sold.

3.2.2. RECLAMATION. The Agency's mine reclamation plan is attached as Schedule G. The Agency shall proceed to obtain the release of properties from reclamation bonding and do all things necessary to complete the mining reclamation plan as expeditiously as is commercially reasonable.

3.2.3. SALE OF MINING ASSETS. Upon completion of mine reclamation, as described in Section 3.2.2, the Agency may sell Mining Assets, either piecemeal or in the aggregate, on such terms as may be agreed by the TMPA Board. All net funds received from the sale of the Mining Assets after payment of any costs of reclamation shall be placed into a MINING RESERVE ACCOUNT to be held by the Agency, with the proceeds to be used for the following purposes, in the priority stated:

(1) First priority – for the payment of any System Debt, including any commercial paper attributable to the System;

(2) Second – for the payment of New Debt, if any, incurred in the Mining Business;

(3) Third - to the Decommissioning Reserve Account described in Section 5.5, as necessary to establish an account balance in the amount stated in Section 5.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(4) Fourth - to the funding of the Indemnity Reserve Account described in Section 6.5, as necessary to establish an account balance as stated in Section 6.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(5) Fifth – the remaining proceeds shall be distributed to the Participating Public Entities according to the applicable formula set forth in Section 2.4.

## ARTICLE IV. AGREEMENT REGARDING TRANSMISSION OPERATIONS AND DISPOSITION OF TRANSMISSION ASSETS.

SECTION 4.1. TRANSMISSION ASSETS. The property and assets shown on Schedule C, together with any future additions to Transmission Assets acquired, constructed, or under construction, after the effective date of this Agreement, comprise the "Transmission Assets." These assets consist of geographically-located transmission lines and substations, together with the associated property interests identified in Section 4.5, owned, used, or under construction, by TMPA to provide transmission service within ERCOT pursuant to Chapter 35 of the Texas Utility Code.

SECTION 4.2. APPLICATION OF PROCEEDS FROM ANNUAL OPERATIONS OF THE TRANSMISSION BUSINESS. Effective September 2, 2018, all net proceeds from the annual operations of the Transmission Business category (after payment of the annual costs of the Transmission System and debt service on Transmission Debt) shall be used: (i) first, to fund the Decommissioning Reserve Account up to the cap for that account as stated in Section 5.5, and (ii) then, to the Indemnity Reserve Account up to the cap for that account as stated in Section 6.5. Any net proceeds remaining after the obligations described in (i)-(ii) shall be apportioned to each Participating Public Entity based on the following percentages: Bryan - 21.7%; Denton - 21.3%;

Garland - 47%; Greenville - 10%. In the event that Transmission Revenues are insufficient to pay the annual costs of the Transmission Business category, then each Participating Public Entity having an interest in Transmission Assets shall fund the shortfall in the percentages stated above. From and after September 2, 2018, in the event that a Participating Public Entity exits the Transmission Business category, the percentage of net proceeds from the annual operations of the Transmission Business category held by the exiting entity shall be apportioned among the remaining Participating Public Entities in proportion to the percentages stated above for apportionment of net proceeds effective September 2, 2018.

SECTION 4.3. PARTICIPATING PUBLIC ENTITIES INTEREST IN TRANSMISSION ASSETS. Each Participating Public Entity's proportional interest in Transmission Assets and in the net proceeds from the sale of any Transmission asset is its fixed percentage as set forth on Schedule E, which percentage shall apply unless and until the Agency is recreated under Section 163.076. In the event the Agency is recreated under Section 163.076 by the addition or deletion of a Participating Public Entity, Schedule C shall be updated to the effective date of such ordinances and the Schedule E percentages shall be applied to determine each existing Participating Public Entity's proportional interest in Transmission Assets shown on Schedule C as of the effective date of the concurrent ordinances. The concurrent ordinances recreating the Agency shall state the proportional interests of all Participating Public Entities in Transmission Assets acquired from and after the effective date of such ordinances.

SECTION 4.4. TERMS OF DISPOSITION OF TRANSMISSION ASSETS.

4.4.1. TERMS OF DISPOSITION. The Agency shall own and operate the Transmission Assets until disposed of in the manner provided in this Section. Any disposition of Transmission Assets shall conform to the following terms:

(1) Participating Public Entity's Interest in Transmission Assets. Each Participating Public Entity shall be accorded a proportional interest in Transmission Assets equal to the Participating Public Entity's percentage interest as specified on Schedule E.

(2) Transfer of Ownership of Transmission Assets to the Participating Public Entities. The TMPA Board shall approve a transfer of ownership of Transmission Assets from the Agency to the Participating Public Entities at such time as a majority of the governing bodies of the Participating Public Entities in the Transmission Business category shall determine and agree that it is in their best interests to transfer ownership of Transmission Assets. Upon such Approval, the Parties agree that each Transmission Asset shall be transferred to a Participating Public Entity pursuant to the procedures stated in Paragraph (3) of this Section. Pending such a transfer, all or a portion of the Transmission Assets may be sold to a third party if such a sale is Approved by all of the Participating Public Entities. The Participating Public Entities further agree that, if there is Transmission Debt outstanding, the disposition of such assets shall occur at a single time, and not piecemeal. Any transfer of Transmission Assets to a Participating Public Entity shall occur in a manner consistent with any Bond Resolution authorizing Transmission Debt and only upon payment or defeasance of all Transmission Debt as may be required by the Bond Resolution.

(3) Procedure for Transfer of Ownership of Transmission Assets to the Participating Public Entities.

(i) Determination of Total Transmission Asset Dollar Value and the Value of each Transmission Asset. The value of each Transmission Asset shown on Schedule C shall be set in the manner described herein and the sum of such values shall be the "Total Transmission Asset Dollar Value" as used herein. Each Transmission Asset in service shall be valued at its net book value and each Transmission Asset under construction shall be valued at its recorded construction work in progress ("CWIP") as of the effective date of the transfer. In the event of any disagreement as to the value of a Transmission Asset, the affected Participating Public Entities agree to submit the dispute to an independent third party whose valuation shall be binding.

(ii) Participating Public Entity's Transmission Asset Interest. Each Participating Public Entity's Transmission Asset Interest shall be determined by applying its percentage ownership interest as set forth on Schedule E to the Total Transmission Asset Dollar Value.

(iii) Transfer of specific Transmission Assets. Upon approval of the transfer of ownership of Transmission Assets to the Participating Public Entities as specified in 4.4.1(2), each Participating Public Entity shall be initially assigned specific Transmission Assets in its geographic region from the list of Transmission Assets shown in Schedule C. Differences between a Participating Public Entity's Transmission Asset Interest and the sum of the values of the Transmission Assets initially assigned to the Participating Public Entity shall be trued-up among the Participating Public Entities until each Participating Public Entity's Transmission Asset Interest is reached. A Participating Public Entity for whom the sum of the values of its initial geographically-assigned Transmission Assets exceeds its Transmission Asset Interest shall prioritize its initially-assigned Transmission Assets for selection by those Participating Public Entities whose sum of the values of their initially-assigned Transmission Assets is less than their Transmission Asset Interest. If, for more than one Participating Public Entity, the sum of the values of its initially-assigned Transmission Assets is less than its Transmission Asset Interest, the order of selecting Transmission Assets from Participating Public Entities the sum of whose initially-assigned value of Transmission Assets exceeds their Transmission Asset Interest shall be in the order beginning with the Participating Public Entity having the greatest difference in value between its initially-assigned Transmission Assets and its Transmission Asset Interest, and ending with the Participating Public Entity having the least such difference. The Participating Public Entity order of selection will adjust as selections are made. Consideration shall be given during the selection process to minimize any operational issues. If a dispute in the disposition process arises, an independent third party may be employed to assist. Any remaining dispute shall be subject to the dispute resolution procedures set forth in Section 8.10 of this Agreement.

(4) Certificates of Convenience and Necessity. Once the specific Transmission Assets to be distributed to each Participating Public Entity have been identified pursuant to this Section, each acquiring Participating Public Entity shall be responsible for obtaining or amending its certificate of convenience and necessity (CCN) as required to own and operate the Transmission Assets to be transferred to it. No Party to this Agreement shall oppose another Participating Public Entity's CCN application for approval of the transfer of the asset from the Agency to the Participating Public Entity.

(5) Payment or defeasance of Transmission Debt. Payment or defeasance of Transmission Debt shall be accomplished in the following manner: Transmission Debt outstanding as of the date of disposition of Transmission Assets shall be allocated to each Participating Public

Entity based on its percentage interest in Transmission Assets set forth on Schedule E. A Participating Public Entity shall pay to the Agency at the date of disposition of the Transmission Assets the amount equal to the Transmission Debt allocated to it for the sole purpose of the Agency paying off outstanding Transmission Debt.

(6) Transfers prior to final disposition. Nothing herein shall prohibit a transfer of a Transmission Asset or portion thereof to a Participating Public Entity pursuant to the TMPA Transmission Asset Ownership Policy. In the event that any Transmission Asset, or portion thereof, is transferred to a Participating Public Entity pursuant to such policy after the Effective Date of this Agreement, but prior to the transfer of ownership of Transmission Assets described in Paragraph (3) above, the following shall occur in the process in subsection (3)(iii) above: (i) the value of the asset at the date of transfer shall be included in the Total Transmission Asset Dollar Value and (ii) the value of the asset at the date of transfer of that asset shall be attributed to the receiving Participating Public Entity for purposes of determining the value of the Transmission Assets initial geographically-assigned to the receiving Participating Public Entity.

(7) Transfers after final disposition. Nothing in this Agreement shall preclude a Participating Public Entity from selling or purchasing another Participating Public Entity's Transmission Assets after transfer of ownership from the Agency to the Participating Public Entity.

(8) Transfers of transmission projects under construction. For any transfer involving a transmission project under construction, the Agency and the Participating Public Entity acquiring the Project shall enter into such other agreements and assignments as are necessary to effect the transfer.

SECTION 4.5. EASEMENTS, RIGHTS-OF-WAY, AND ACCESS. Any sale or disposition of Transmission Assets shall include the sale or disposition of associated easements, rights-of-way, or other rights of access as are associated with each Transmission Asset currently held by TMPA. To the extent such rights-of-way, easements or rights of access lie within or cross real property constituting Generation Assets, the fee title to the underlying property shall be retained by and remain a part of the Generation Assets. To the extent that the Agency has located, or will in the future locate, Transmission Assets in the easements, rights-of-way, or other properties of a Participating Public Entity pursuant to Section 29 of the Power Sales Contract, such license or right to use the property of the Participating Public Entity shall continue in effect under this Joint Operating Agreement for as long as such Transmission Assets are owned by the Agency and shall transfer to a Participating Public Entity upon distribution or sale of such assets to the Participating Public Entity. In the event a Transmission Asset is sold to a third party, the Participating Public Entity shall use its best efforts to enter into a new agreement with the third party as to the easements, rights-of-way or other license providing a right of use of such property on which a Transmission Asset may be located.

SECTION 4.6. PROCEEDS FROM THE SALE OF TRANSMISSION ASSETS. In the event any Transmission Assets are sold to a third party, all net funds received from the sale of Transmission Assets shall be placed into the TRANSMISSION RESERVE ACCOUNT to be held by the Agency, with proceeds to be used for the following purposes, in the priority stated:

(1) First priority – for payment of Transmission Debt, and New Debt, if any, attributable to the Transmission Business;

(2) Second – to the Decommissioning Reserve Account described in Section 5.5, as necessary to establish an account balance in the amount stated in Section 5.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(3) Third – to the funding of the Indemnity Reserve Account described in Section 6.5, as necessary to establish an account balance as stated in Section 6.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(4) Fourth –to the extent funds remain after the obligations described in (1) - (4), such funds shall be distributed to the Participating Public Entities according to the applicable percentages set forth on Schedule E.

## ARTICLE V. POWER SALES CONTRACT TERM, DECOMMISSIONING, DISPOSITION OF GENERATION ASSETS, AND MATTERS RELATING TO DISSOLUTION OF THE AGENCY.

SECTION 5.1. MATTERS RELATING TO TERM OF POWER SALES CONTRACTS.

5.1.1. ELECTION TO EXTEND TERM OF POWER SALES CONTRACTS. As of the Effective Date of this Agreement, each Participating Public Entity and the Agency are parties to Power Sales Contracts by which each Participating Public Entity, as a purchaser of power and energy, may elect to extend the term of its contract beyond September 1, 2018, the otherwise effective date of termination of the contract. Such elections are to be made by September 30, 2016, under the existing Power Sales Contracts. TMPA shall cease production of power and energy effective September 1, 2018, unless (i) on or before September 30, 2016, all Participating Public Entities have elected to continue their Power Sales Contracts, or (ii) on or before September 1, 2018, an agreement is reached by which the Participating Public Entities that have elected to extend their Power Sales Contract, and/or any newly added Participating Public Entity, contract for one hundred percent (100%) of the output of the plant.

5.1.2. ELECTION TO TERMINATE POWER SALES CONTRACT AFTER SEPTEMBER 1, 2018. Each Participating Public Entity that elects to extend its Power Sales Contract beyond September 1, 2018, shall have the right thereafter to elect to terminate its Power Sales Contract upon such notice as is required by this Section. The Participating Public Entity shall effect the termination of its Power Sales Contract by providing notice to the Agency and each other Participating Public Entity of its decision to terminate its Power Sales Contract. Such notice shall be given at least twenty-four months prior to the date of termination. On the date of termination stated in the notice, which may not precede September 1, 2018, the Participating Public Entity's Power Sales Contract shall terminate and all obligations of TMPA to provide power and energy to such Participating Public Entity shall terminate. Additionally, on the termination date, the Power Sales Contracts between TMPA and all other Participating Public Entities shall terminate and TMPA shall cease production of power and energy unless an agreement has been reached by which the remaining Participating Public Entities and any newly added Participating Public Entity elect to contract for one hundred percent (100%) of the output of the plant.

SECTION 5.2. EFFECT OF ELECTION TO EXTEND THE POWER SALES CONTRACTS.

5.2.1. If, pursuant to Section 5.1.1 above, one or more Participating Public Entities and/or newly added Participating Public Entity elect to extend the term of their Power Sales Contracts beyond September 1, 2018 and such Participating Public Entities collectively contract for 100% of the output of the plant, then: (i) Generation Assets shall continue to be used for the generation of power and energy for the term of the extended Power Sales Contracts; (ii)the Agency's provision of power and energy under the Power Sales Contracts shall be governed by such contracts, and (iii)from and after September 1, 2018, until the Power Sales Contracts terminate, all of the costs incurred in the Generation Business category shall be included in the annual budget for the Generation Business category and recouped from the Participating Public Entities having a power sales contract with the Agency through their Power Sales Contracts.

5.2.2. If a Participating Public Entity elects to terminate its Power Sales Contract with TMPA ("Exiting Participating Public Entity"), but other Participating Public Entities contract for 100% of the output of the plant and continue their Power Sales Contract with TMPA as provided for in Section 5.1.2, then:

(1) Such Exiting Participating Public Entity shall be deemed to have exited the Generation Business and such Exiting Participating Public Entity's proportional interest in Generation Assets shall be reduced by the proportionate amount of payments made by the entities that purchase power from the Gibbons Creek plant after the date of termination of the Exiting Participating Public Entity's Power Sales Contract in the manner described in the formula in Section 2.4.3.4. As described, the Exiting Participating Public Entity's numerator remains constant, but the denominator increases by the amount of payments to TMPA for power and energy made by the remaining Participating Public Entities in the Generation Business from and after the date the Exiting Participating Public Entity's Power Sales Contract terminates.

(2) The exiting Participating Public Entity agrees to recuse itself from participating in any deliberation or voting of the TMPA Board in matters regarding the Generation Business, and agrees that the TMPA Board may amend its bylaws to provide that the exiting Participating Public Entity's board members shall recuse themselves and not participate in TMPA Board matters regarding the Generation Business.

(3) The exiting Participating Public Entity shall share in any insufficiency of the Decommissioning Reserve Account as provided in Section 5.5.2.

SECTION 5.3. DECOMMISSIONING PLAN.

5.3.1. ADOPTION OF DECOMMISSIONING PLAN. Within 12 months of the adoption of this Agreement, the TMPA Board shall adopt a plan for the decommissioning of the Gibbons Creek plant. Such plan shall address (i) the timetable for filing of and obtaining all necessary approvals to cease generation; (ii) the demolition of the physical plant; (iii) environmental remediation of the plant site and all related structures, including the reservoir, landfills, and ash ponds, in compliance with and addressing the Standard of Operation set forth in Section 5.3.2; (iv) sales of all salvageable materials; and (v) options as to the sale, future use and/or management of the plant site and all remaining Generation Assets identified in Schedule A. The

Decommissioning Plan shall be updated periodically as determined by the TMPA Board to be appropriate. The initial Decommissioning Plan and all updates to the Plan shall be made available to each Participating Public Entity.

5.3.2. MINIMUM STANDARDS FOR ENVIRONMENTAL REMEDIATION.

5.3.2.1. STANDARDS. The Decommissioning Plan for environmental remediation shall require compliance with the following standards for environmental remediation:

(A) Unauthorized Releases. The Agency shall operate the Generation Assets in such a manner that hazardous substances, solid wastes, and/or coal combustion residuals will not contaminate, or be released, leaked or spilled on or into, or discharged to the environment, to the extent prohibited by state or federal law other than as permitted by the most stringent of any applicable standards.

(B) Notification and Reporting. The Agency shall be responsible for fulfilling all notification and reporting requirements established by applicable law related to any unauthorized release of hazardous substances, solid wastes, coal combustion residuals or chemicals into the environment from or in connection with its operation and management of the Agency's Generation Assets.

(C) Assessment Required. The Agency shall conduct an assessment of the generation operations to determine whether any environmental remediation is required. The Agency shall be responsible for any remediation required by applicable law.

(D) Cleanup and Costs. The Agency shall remediate any material release of hazardous substances, coal combustion residuals, or chemicals by the Agency to the extent required by applicable law making use of any restrictions or other use limitations consistent with the then current use of the relevant property.

(E) Residuals Management. The Agency shall manage and dispose of any hazardous substances, solid wastes, coal combustion residuals or other chemicals in accordance with applicable law.

(F) Acceptable Disposal Site Information. The Agency shall keep and maintain such logs, records, manifests, bills of lading or other documents as are required to be kept or maintained under applicable law pertaining to the transport and/or disposal of any hazardous substances, solid wastes, coal combustion residuals or chemicals, together with all weights and measures data and information relating to residuals quantities generated and disposed of hereunder.

(G) Definitions. For purposes of this section, (i) "hazardous substances" shall mean any hazardous waste, hazardous product, contaminant, toxic substance, deleterious substance, dangerous good, pollutant, waste, reportable substance, and any other substance, in respect of which the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or release into or presence in the environment is prohibited, controlled or regulated under applicable law pertaining to the environment or otherwise, or is capable of causing harm to human health or other the environment, including "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et

seq., and applicable regulations, as amended from time to time ("CERCLA"), and "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and applicable regulations promulgated thereunder, as amended from time to time; (ii) "coal combustion residuals" shall have the meaning assigned by 40 C.F.R. Part 257, as amended from time to time, and (iii) "solid waste" shall have the meaning assigned by applicable state or federal environmental laws.

5.3.2.2. DISPOSAL OF WASTEWATER. The Agency shall manage all wastewater produced at the generation site and in accordance with applicable law.

5.3.3. SUBMISSION OF NOTICE TO ERCOT APPROVAL OF CESSATION OF PRODUCTION OF POWER. Upon termination of the Power Sales Contract, TMPA shall submit such notices as may be required by ERCOT in connection with cessation of production of power and energy.

SECTION 5.4. PROCEEDS FROM THE SALE OR DISPOSITION OF GENERATION ASSETS. The properties identified on Schedule A shall be referred to as the "Generation Assets." The net funds from the sale or other disposition of Generation Assets shall be placed into the Generation Reserve Account to be held by the Agency, with income and principal of such account to be used for the following purposes, in the priority stated:

(1) First – to the payment of all System Debt, including any commercial paper attributable to the System;

(2) Second – for the payment of New Debt, if any, incurred in the Generation Business;

(3) Third – to the Decommissioning Reserve Account described in Section 5.5, as necessary to establish an account balance in the amount stated in Section 5.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(4) Fourth – to the funding of the Indemnity Reserve Account described in Section 6.5, as necessary to establish an account balance as stated in Section 6.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(5) Fifth – the remaining proceeds shall be distributed to the Participating Public Entities according to the applicable formula set forth in Section 2.4.

SECTION 5.5. DECOMMISSIONING RESERVE ACCOUNT. A Decommissioning Reserve Account is to be established and held in escrow in the name of TMPA pursuant to a Decommissioning Escrow Agreement substantially in the form attached hereto as Schedule F. As provided in in Sections 3.2.3, 4.2, 4.6 and 5.4 of this Agreement, as net funds become available for application to the Decommissioning Reserve Account, such funds shall be applied to this account as necessary to establish a maximum account balance of Thirty Million ($30,000,000.00) dollars, or such other amount as determined by a Super-Majority Vote of the TMPA Board for the Generation Business. Funds in the account shall be applied to the purposes specified in 5.5.3.

5.5.1. DECOMMISSIONING RESERVE ACCOUNT BALANCE. In setting the account balance, to the extent the fair market value of the Mining Assets held by TMPA exceeds

any remaining System Debt or New Debt in the Mining Business, such net fair market value shall be added to the cash funds held in the account, such that the account balance is the sum of the net fair market value of the Mining Assets plus the cash funds in the account. The fair market value of the Mining Assets shall be established by a third party appraisal, to be conducted within one-hundred eighty (180) days of the adoption of this Agreement. Subsequent appraisals shall be conducted no less frequently than every third year, or upon request of a majority of the TMPA Board for the Generation Business.

5.5.2. INSUFFICIENCY OF FUND BALANCE OR CASH. In the event that the Decommissioning Reserve Account has insufficient funds or cash to meet the obligations of the account ("shortfall"), each Participating Public Entity having an interest in the assets of the Generation Business, including both those Participating Public Entities that may have exited the Generation Business or have been deleted from the Agency but that hold an interest in Generation Assets under Section 2.4, shall contribute to the Decommissioning Reserve Account such funds as are necessary to meet current obligations and shall bear a share of the shortfall in the same percentage as its interest in Generation Assets under Section 2.4. In the event that the Agency is recreated to add a new Participating Public Entity to the Generation Business, terms of agreement regarding decommissioning funding shall be addressed in the agreements adopted at the time of entry.

5.5.3. PURPOSES OF THE DECOMMISSIONING RESERVE ACCOUNT. Funds in the Decommissioning Reserve Account shall be used for costs of decommissioning Generation Business assets according to the approved Decommissioning Plan, costs of environmental remediation in furtherance of the Decommissioning Plan as set out in Section 5.3 above, and the costs of funding such general liability and environmental insurance as may be required of the Agency or as the Agency shall determine appropriate under Section 6.1(e) with respect to its decommissioning activities, including any self-insured retention for any residual environmental liability associated with the operation of the Gibbons Creek power plant as provided in Section 6.1(e). Any amounts remaining in the escrow account after these designated purposes are satisfied shall be disbursed to the Participating Public Entities according to the applicable formula in Section 2.4 of this Agreement upon the written notice of the Agency and the Participating Public Entities as provided in Sections 3.2.2 or 3.3.2 of the Decommissioning Escrow Agreement.

5.5.4. QUALIFICATIONS FOR ESCROW AGENT AND RELATED TERMS. The Decommissioning Reserve Account Escrow Agent shall meet the terms of qualification substantially in the form set forth in Schedule F to this Agreement.

5.5.5. DISTRIBUTION OF EXCESS FUNDS IN DECOMMISSIONING RESERVE ACCOUNT. In the event the TMPA Board determines the Decommissioning Reserve Account has funds in excess of costs identified in Section 5.4, then the excess shall be applied to the purposes and in the order stated in Section 5.4.

5.5.6. DISSOLUTION OF DECOMMISSIONING RESERVE ACCOUNT. The Decommissioning Reserve Account is to be held until Decommissioning Completion pursuant to Section 3.2 of the Decommissioning Escrow Agreement, or a Disposition Event pursuant to Section 3.3 of the Decommissioning Escrow Agreement and thereafter disbursed in accordance with Section 5.5 above and the Decommissioning Escrow Agreement.

**ARTICLE VI. INSURANCE AND INDEMNITIES.**

SECTION 6.1. INSURANCE RELATED TO OVERALL OPERATIONS OF THE AGENCY. The Agency shall maintain, or cause to be maintained in force for the benefit of the Agency, such insurance with respect to its operations as shall be reasonably available and as is usually carried by municipal electric utilities constructing, owning and operating mining, generating and transmission facilities including such environmental insurance as may be required of the Agency or as the Agency shall determine appropriate with respect to the operations of the Agency including any self-insured retention. In addition:

(a) The Agency may establish and create a special fund for the purpose of providing a self-insurance fund. Amounts to be deposited in or credited to such fund in any fiscal year shall be accounted for as operating and maintenance expenses and allocated among the business categories. Any claims against the self-insurance fund shall be charged to the associated business category from which the claim arose. The balance of said fund must at all times meet or exceed any self-insured retention or deductible imposed upon TMPA in order to trigger the applicable insuring agreement's indemnity and/or defense obligations.

(b) The Agency shall maintain, or cause to be maintained, in force, insurance in such amounts and against such risks as required by any Bond Resolution.

(c) The Agency will secure and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for funds of the Agency.

(d) In the event the Agency obtains insurance as permitted by this Section, the annual premium and retention shall be accounted for as operating and maintenance expenses and allocated among the business categories. Any claims against the retention shall be charged to the associated business category from which the claim arose.

(e) Upon cessation of the Generation Business, costs of such insurance as is provided for in (a) – (c) above with respect to the Agency's decommissioning activities, together with costs incurred in the satisfaction of any costs of any residual environmental liability associated with the prior operation of the Gibbons Creek power plant, including the costs of insurance coverage for such purposes, shall be funded from the Decommissioning Reserve Account.

SECTION 6.2. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DAMAGE. THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE

OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. SUBJECT TO THE RIGHT OF INDEMNIFICATION UNDER ARTICLE VI, UNLESS EXPRESSLY HEREIN PROVIDED, NO PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IS **WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OR STRICT LIABILITY OF ANY PARTY, WHETHER SUCH NEGLIGENCE OR STRICT LIABILITY IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.** TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, OR TO BE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ESTIMATED HARM OR LOSS.

SECTION 6.3. AGENCY'S INDEMNIFICATION OF PARTICIPATING PUBLIC ENTITIES.

6.3.1. INDEMNITY. THE AGENCY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH PAST, PRESENT AND FUTURE PARTICIPATING PUBLIC ENTITY, COLLECTIVELY AND INDIVIDUALLY, AND ITS RESPECTIVE PAST, PRESENT AND FUTURE COUNCIL MEMBERS, APPOINTEES TO THE TMPA BOARD, UTILITY DIRECTORS, UTILITY COMPANIES OR ENTITIES, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, REPRESENTATIVES AND PERMITTED ASSIGNS ("PARTICIPATING PUBLIC ENTITY'S INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, COSTS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY AND EXPERT FEES) ASSERTED BY ANY PRIVATE PERSONS OR GOVERNMENT AUTHORITIES, AND/OR PENALTIES OR FINES IMPOSED BY GOVERNMENT AUTHORITIES, BOTH STATE AND FEDERAL, IN ANY LEGAL OR REGULATORY ACTION OR PROCEEDING BROUGHT BY ANY SUCH PRIVATE PERSONS OR GOVERNMENT AUTHORITY AGAINST ANY ONE OR ALL OF THE PAST, PRESENT AND FUTURE PARTICIPATING PUBLIC ENTITIES FOR ANY AND ALL ENVIRONMENTAL DAMAGE OR ENVIRONMENTAL CLAIM OF ANY KIND ARISING IN ANY WAY FROM THE OPERATIONS OF THE AGENCY ALLEGED TO HAVE CAUSED DAMAGE TO THE AGENCY PROPERTY, SURROUNDING PROPERTY OWNED BY UNAFFILIATED THIRD PARTIES, GROUND WATER, SOIL, AIR, OR ANY OTHER ENVIRONMENTAL INJURY OF ANY KIND, ALONG WITH INJURY TO OR THE DEATH OF ANY PERSON (COLLECTIVELY AND INDIVIDUALLY "DAMAGES"), **WHETHER OR NOT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE NEGLIGENCE, MISCONDUCT, OR STRICT LIABILITY OF THE AGENCY OR THE PAST, PRESENT AND FUTURE PARTICIPATING PUBLIC ENTITY OR PARTICIPATING PUBLIC ENTITIES AGAINST WHICH ANY SUCH CLAIMS ARE MADE OR THE OPERATIONS OF THE AGENCY AND ANY SUBSEQUENT REMEDIATION OR COMPLIANCE EFFORTS.** THIS FULL AND UNQUALIFIED

INDEMNITY SHALL EXTEND TO INCLUDE AS INDEMNITEES, EACH PAST, PRESENT AND FUTURE PARTICIPATING PUBLIC ENTITY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE COUNCIL MEMBERS, APPOINTEES TO THE TMPA BOARD, UTILITY DIRECTORS, UTILITY COMPANIES OR ENTITIES, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS OR INVITEES.

6.3.2. INSURANCE. The Agency's indemnity obligations under this Section shall not be limited by any coverage exclusions or other provisions in any policy of required insurance or other insurance maintained by the Agency which is intended to respond to such events. Notwithstanding the foregoing, the Participating Public Entities' right to indemnification pursuant to this Section shall be reduced by all insurance, settlement proceeds or third-party indemnification proceeds actually received by the Participating Public Entity. This Section may be relied upon by the current or former Participating Public Entities and may be enforced directly by any of them against the Agency in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the Agency.

SECTION 6.4. INSURANCE RELATED TO THE AGENCY'S INDEMNIFICATION OF PARTICIPATING PUBLIC ENTITIES. The indemnity obligation assumed by the Agency pursuant to Section 6.3 shall be funded and satisfied from funds held in the Indemnity Reserve Account or, upon the Approval of all Participating Public Entities, by an insurance policy providing full coverage for all such governmental, regulatory and private claims identifying each past, present and future Participating Public Entity as an Additional Insured with all rights and benefits due under such insurance policy. If the indemnity obligation assumed by the Agency is funded by insurance, the Agency may have a retention of liability under the policy which shall not exceed $1,000,000 provided that the balance in the Indemnity Reserve Account exceeds the amount of the retention. Any such insurance policy shall have aggregate and per claim/occurrence policy limits of no less than $5,000,000. The insurance coverage permitted by this Section may be implemented at such time as directed by the Participating Public Entities and shall remain in effect for a period not less than five years after the agency completes all environmental remediation associated with Generation Assets. Upon cessation of Generation, the annual premium associated with the insurance requirements permitted herein and any associated self-insurance retention may be funded through the Indemnity Reserve Account as provided in Section 6.6. In the event the Indemnity Reserve Account has a shortfall in funds necessary to cover the self-insured retention, then the shortfall shall be apportioned among the current and former Participating Public Entities in the proportion that each Participating Public Entity holds an interest in Generation Assets.

SECTION 6.5. INDEMNITY RESERVE ACCOUNT. As funds become available from the disposition of Agency assets as provided in Articles III, IV, and V, and in furtherance of the indemnity and insurance required by Section 6.3 of this Agreement, the Agency shall place such funds in an "Indemnity Reserve Account" established pursuant to an Indemnity Escrow Agreement attached hereto as Schedule H. As provided in this Agreement, funds shall be applied to this account to establish an account balance of Five Million ($5,000,000.00) Dollars or such other amount as may be agreed upon by the unanimous Approval of all Participating Public Entities. The parties to this Agreement agree and acknowledge that funds held in the Indemnity Reserve Account shall be disbursed according to the terms of Schedule H, and that any amounts remaining in the escrow account after these designated purposes are satisfied shall be disbursed to the Participating Public Entities according to the applicable formula in Section 2.4 of this Agreement

upon the written notice of the Participating Public Entities as provided Section 3.2 of the Indemnity Escrow Agreement.

SECTION 6.6. PURPOSES OF THE INDEMNITY RESERVE ACCOUNT. Funds in the Indemnity Reserve Account shall be used solely to fund the Agency's indemnification obligations under Section 6.3, including the costs of insurance as described in Section 6.4 and any claims, demands, suits, losses, liabilities, damages, obligations, payments, costs or expenses (including, without limitation, the cost and expense of any action, suit, proceeding, assessment, judgment, settlement or compromise relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) relating to, resulting from or arising out the indemnification obligations under Section 6.3 of this Agreement. The account may be used to pay the premiums for insurance requirements specified in Section 6.3, and for the self-insured retention associated with such insurance.

SECTION 6.7. QUALIFICATIONS FOR ESCROW AGENT AND RELATED TERMS. The Indemnity Reserve Account Escrow Agent shall meet the terms of qualification substantially in the form set forth in Schedule H to the Agreement.

## ARTICLE VII. OTHER MATTERS.

SECTION 7.1. JOINDER REQUIRED FOR ANY NEW PARTICIPATING PUBLIC ENTITY. The Parties agree that the concurrent ordinances adding a new entity as a Participating Public Entity in the Agency shall require that such Participating Public Entity join into and be bound by the terms of this Agreement. Such joinder shall be evidenced by concurrent ordinance of the governing body of the Participating Public Entity adopting the terms of and agreeing to be bound by this Agreement, together with such other action as may be required by law to ensure enforceability.

SECTION 7.2. MODIFICATION. This Agreement may be modified only upon the mutual consent of all Parties, in writing.

SECTION 7.3. TERMINATION. This Agreement shall be terminated:

(i) upon the mutual consent of all Parties, in writing; or

(ii) upon dissolution of the Agency and the winding up of its affairs.

Notwithstanding any other provision of this Agreement, this Section and the following Sections hereof will survive the expiration or any earlier termination of this Agreement.

SECTION 7.4. SURVIVAL. Sections 3.2.3, 4.5, 4.6, 5.4, 5.5 and 6.2 through 6.7 shall survive termination of this Agreement.

**ARTICLE VIII. MISCELLANEOUS PROVISIONS.**

SECTION 8.1. AGENCY'S CONTRACTUAL AUTHORITY. The Agency may contract with one or more Participating Public Entities to carry out one or more of the responsibilities of the Agency under this Agreement.

SECTION 8.2. COVENANTS OF THE AGENCY.

8.2.1. BEST EFFORTS REQUIRED. The Agency shall use its best efforts to provide the services and undertake the actions required by this Agreement. The Agency covenants and agrees that it will operate, maintain and manage the Agency or cause the same to be operated, maintained and managed in an efficient and economical manner, consistent with prudent business practices.

8.2.2. ENFORCEMENT. The Agency shall diligently enforce and take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and provisions of this Agreement.

SECTION 8.3. COMPLIANCE WITH APPLICABLE LAW. The Agency shall exercise its rights and powers hereunder in a manner that is consistent with applicable law, including provisions of federal tax law relating to its Debt.

SECTION 8.4. REMEDIES IN THE EVENT OF DEFAULT.

(1) If any Participating Public Entity fails or defaults in meeting the terms, conditions and covenants of this Agreement and such default continues for a period of fifteen (15) days, the Agency shall give notice (in the manner contemplated by Section 8.12 of this Agreement) to the Participating Public Entity. The defaulting Participating Public Entity shall, from the date of the mailing of such notice, have a period of thirty (30) days to cure the default.

(2) If any Participating Public Entity fails to make any payment (hereinafter called a default in payment) to the Agency that is required to be made under the provisions of this Agreement, and such default in payment continues for a period of fifteen (15) days, the Agency shall give notice to the Participating Public Entity. The defaulting Participating Public Entity shall, from the date of the mailing of such notice, have a period of thirty (30) days to pay the full amount then due to the Agency, together with interest thereon, as hereinafter provided.

(3) If the Participating Public Entity does not cure its default within such period of thirty (30) days, then, so long as such Participating Public Entity remains in default, and in addition to any other rights which the Agency has under this Agreement and at law and in equity, the Agency may charge to and collect from such Participating Public Entity each calendar month interest on the amount then due, until paid in full. Termination of service hereunder shall not reduce or change the obligation of the defaulting Participating Public Entity under the other provisions of this Agreement.

(4) If the Agency fails or defaults in meeting the terms, conditions and covenants of this Agreement, and such default continues for a period of 15 days after a Participating Public Entity

has given the Agency notice of such default in the manner contemplated in this section, then the Parties shall proceed in accordance with Section 8.10.

SECTION 8.5. INTEREST. In the event that a Participating Public Entity fails to make any payment at the time herein specified, interest on such delinquent amount shall accrue at the rate of ten percent (10%) per annum, or if less, the maximum amount allowed by law, from the date such payment becomes due until paid in full, and the Agency may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 8.6. DUE DATES. Payments required to be made by a Participating Public Entity under the terms of this Agreement shall be due and payable within thirty (30) days following the date the Agency renders the bill, and the Participating Public Entity shall have no right of setoff, recoupment or counterclaim against any payment required to be made hereunder. Should a dispute arise as between any party to this Agreement, each Party shall nevertheless be obligated pay such amounts as may not be in dispute pending the resolution of such dispute, provided a Party may elect to pay any disputed amount. If the Party elects not to pay the amount in dispute and the dispute is resolved against such Party, the amount ultimately found to be due plus interest at 10% per annum, or, if less, the maximum amount allowed by law (calculated from the date the same was originally due) shall be paid by the Party within 15 days of the resolution of the controversy. Attorneys' fees shall be assessed as court costs.

SECTION 8.7. ASSIGNMENT RIGHTS OF A PARTY. Neither the Agency nor a Participating Public Entity may assign any of its rights under this Agreement to another entity unless such assignment is approved by all Parties to this Agreement. Such approval shall not be unreasonably withheld.

SECTION 8.8. FORCE MAJEURE. If for any reason of "force majeure" any of the Parties hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation of a Participating Public Entity to make the payments required under the terms of this Agreement, then if such Party shall give notice and the full particulars of such reasons in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on; the obligation of the Party giving such notice, so far as it is affected by such "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders or actions of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, or canals or other structures or machinery, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

SECTION 8.9. GOVERNMENTAL RULES, REGULATIONS AND LAWS. The Agreement shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 8.10. GOVERNING LAW AND DISPUTE RESOLUTION. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. With the exception solely for a claim seeking equitable relief, any dispute, need of interpretation, claim, counterclaim, demand, cause of action, or other controversy arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the Parties and/or their respective representatives (for purposes of this Section 8.10 only, collectively, the "Claims"), even though some or all of such Claims allegedly are extra-contractual in nature, whether such Claims sound in contract, tort, or otherwise, at law, under state or federal law, whether provided by statute or the common law, for damage , shall be resolved by binding arbitration before a panel of three arbitrators in accordance with this Section 8.10. Arbitration shall be conducted in accordance with the rules of arbitration of the Texas General Arbitration Act, Tex. Civ. Prac. & Rem. Code Sec. 171.001 et seq. and, to the extent an issue is not addressed by the Texas arbitration law, by the Comprehensive Arbitration Rules & Procedures promulgated by Judicial Arbitration and Mediation Services ("JAMS") as the same may be in effect from time to time to the extent not in conflict with this Section 8.10 and shall be subject to the Texas General Arbitration Act. The Parties shall request a list of twelve neutrals from JAMS and each party shall be entitled to exercise one strike from the list and report such strike to JAMS. If a party fails to timely exercise its strike, the party shall forfeit its strike. Upon receiving the list of neutrals from JAMS after the exercise of strikes, each Party shall designate its preferred candidates for serving as neutrals in order of priority, and the three neutrals receiving the highest aggregate priority score shall be designated as the appointed neutrals for the dispute. The Chair shall be the neutral receiving the highest aggregate priority score. In the event of a tie, the neutral who has served the longest tenure as a state or federal judge (or if no such person is available the person who has served as Chair of the most arbitrations where an award was rendered following hearing on the merits) shall be selected as a member of the panel or Chair as the case may be. In exercising its strikes or prioritization, a party shall have twenty-four hours (exclusive of hours falling on Saturday, Sunday or federal holidays) to exercise its strikes or provide its priority scoring to JAMS. If a Party fails to designate its prioritization of neutrals within the time specified, the appointment shall be based upon the highest aggregate priority score from those designations that are provided in a timely fashion. Each Party shall pay its pro rata share of the expenses incurred by the appointed arbitrators.

In the event that JAMS is unable to provide a list of twelve neutrals, the parties shall request a list of twelve neutrals from the American Arbitration Association and shall use the procedures provided in the prior paragraph except that the to the extent an issue is not addressed by the Texas arbitration law, by the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association as the same may be in effect from time to time to the extent not in conflict with this Section 8.10 and shall be subject to the Texas General Arbitration Act.

The validity, construction, and interpretation of the arbitration provisions of this Agreement and all procedural aspects of the arbitration conducted pursuant hereto, shall be decided by the

arbitrator. In deciding the substance of the Parties' Claims and defenses, the arbitrator shall refer to the governing law. Only damages allowed pursuant to this Agreement may be awarded and, without limitation of the foregoing, the arbitrator shall have no authority to award damages contravening in any way the limitation of liability agreed to by the Parties pursuant to this Agreement. The arbitration shall take place in Waco, Texas. It is understood and agreed that judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. It is agreed that the arbitrator shall not have the authority to make rulings of law other than rulings as to the interpretation of this Agreement.

SECTION 8.11. WAIVER OF JURY TRIAL. Each Party expressly waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement or any dispute between the Parties arising in connection with any aspect of this Agreement, and acknowledges that this waiver is a material inducement to the other Parties' entering into this Agreement. However, if the Parties in dispute unanimously agree to submission of their dispute to a court of law as an alternative to arbitration, it is agreed that such Parties may have a non-jury bench trial in respect of any proceedings relating to this Agreement or any such dispute.

SECTION 8.12. NOTICES. Any notice, request, demand, statement or bill provided for in this Agreement shall be in writing and shall be considered to have been duly delivered when sent by registered or certified mail, or by nationally recognized courier service, addressed as follows, unless another address has been designated, in writing, by the Party entitled to receive same:

Texas Municipal Power Agency
12824 FM 244
Anderson, Texas 77830
936-873-1123
Attention: General Manager

City of Bryan
300 S. Texas Avenue
Bryan, Texas 77803-3937
979-209-5100
Attention: City Manager

With copy to:

General Manager
Bryan Texas Utilities
205 E. 28th Street
Bryan, TX 77803

City of Denton
215 E. McKinney St.
Denton, Texas 76201-4229
940-349-8307
Attention: City Manager

With copy to:

General Manager
Denton Municipal Electric
1659 Spencer Road
Denton, Texas 76205

City of Garland
200 N 5th Street
Garland, Texas 75040
972-205-2000
Attention: City Manager

With copy to:

General Manager and CEO
Garland Power & Light
217 N. 5th Street
Garland, Texas 75040

Deputy General Manager and COO
Garland Power & Light
217 N. 5th Street
Garland, Texas 75040

City of Greenville
2821 Washington St.
Greenville, Texas 75401
903-457-3116
Attention: City Manager

With Copy to:

General Manager
GEUS
6000 Joe Ramsey Blvd.
Greenville, Texas 75402

SECTION 8.13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and

any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

SECTION 8.14. GENERAL.

8.14.1. GOVERNING LAW.

(i) This Agreement and all rights and obligations of the Parties hereunder are subject to all applicable State and Federal laws and all applicable duly promulgated orders and regulations and duly authorized actions taken by the executive, legislative or judicial branches of government, or any of their respective agencies, city councils, public utility boards, departments, authorities or other instrumentalities having jurisdiction.

(ii) This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and shall be exclusively enforced in accordance with the laws of the State of Texas. It is agreed that the provisions and obligations of this Agreement are performable in Waco, McLennan County, Texas. Venue shall lie for any lawsuit dealing with this Agreement in the appropriate state district courts in and for McLennan County, Texas.

(iii) Should a Party or Parties to this Agreement commence an arbitration or, by unanimous agreement between the disputing Parties, the allowed limited legal proceedings against another Party or Parties to enforce the terms and provisions of this Agreement, the Party or Parties who do not prevail in the proceeding(s) shall pay a reasonable amount of attorney's fees and expenses (including, but not limited to expert witness fees and deposition expenses) incurred by the prevailing Party or Parties.

8.14.2. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement is intended to create a partnership, joint venture or other joint legal entity making any Party jointly or severally liable for the acts of the other Party. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily mandated workers' compensation coverage. None of the persons employed by any Party shall be considered employees of any other Party for any purpose; nor shall any Party represent to any person that such persons are or shall become employees of any other Party.

8.14.3. ENTIRE AGREEMENT. This Agreement, including all schedules made part hereof, is the Parties' complete and exclusive statement of the terms of the Agreement and the matters contemplated herein. Except as expressly provided in Section 1.4, all prior written and oral understandings, offers or other communications of every kind pertaining to the subject matter of this Agreement are hereby superseded. It is understood and agreed that this Agreement contains the entire Agreement between the Parties and, except as expressly provided in Section 1.4, supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by all Parties.

8.14.4. WAIVER. Delay by any Party in enforcing its rights under this Agreement shall not be deemed a waiver of such rights. The failure of a Party to this Agreement to insist, on

any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

8.14.5. SEVERABILITY/MATERIAL ADVERSE CHANGE. If the federal government or the State of Texas adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful or makes this Agreement unenforceable, and such governmental action does not constitute a force majeure event under Section 8.8 of this Agreement, (i) the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party hereto; and (ii) the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that any Party affected by such change in law or regulation is able to lawfully perform the entirety of its obligations without materially adversely affecting the financial benefit hereunder to any other Party.

8.14.6. HEADINGS AND CAPTIONS. Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

8.14.7. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein undertaken and assumed are solely for the use and benefit of the Parties, their successors-in-interest and, where permitted, their assigns.

8.14.8. ACKNOWLEDGMENT OF THE PURPOSES OF THE AGREEMENT AND APPLICATION OF TEX. LOCAL GOVT. CODE CHAPTER 271. The Participating Public Entities acknowledge and agree that this Agreement is a contract entered into by them in their proprietary capacities for the provision of public utility services, namely the acquisition of power and energy and associated transmission services by the Participating Public Entities to be supplied to their respective municipal utilities through TMPA, a joint powers agency created by them. Each of the Parties acknowledge and agree that the execution and performance of this Agreement is within its authority and authorized by Chapter 163, Subchapter C-1, of the Public Utilities Code. The Parties further acknowledge and agree that this Agreement is (i) a contract for the sale of goods and services between TMPA and the Participating Public Entities, within the definition of "contract subject to this subchapter" as defined in Tex. Local Govt. Code § 271.151(2)(A), and (ii) entered into by each of the Parties with the further acknowledgment that all terms hereof are intended be enforceable as between the Parties.

8.14.9. CONSTRUCTION OF AGREEMENT. The Parties acknowledge and agree that this Agreement has been negotiated at arm's length and has been drafted and negotiated by all Parties and their respective legal counsel from the date of the inception of negotiations until the execution of this final Agreement by the Parties' authorized representatives. Accordingly, the Parties agree that none of them may be properly deemed to be the author of this Agreement, and

further agree that no Party shall be presumptively entitled to have any provision of this Agreement construed against the other. The Parties acknowledge and agree that this Agreement shall be interpreted in accordance with Texas law governing the construction of contracts negotiated on an arm's length basis between sophisticated parties, with each represented by legal counsel.

This Agreement shall become effective as of September 1, 2016, upon execution by the Agency and each Participating Public Entity, all by the proper officer duly authorized by the Agency and each Participating Public Entity to execute this Agreement for an on behalf of the executing Party.

TEXAS MUNICIPAL POWER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____
Counsel for Texas Municipal Power Agency

CITY OF BRYAN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____
Counsel for the City of Bryan, Texas

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____
Counsel for the City of Denton, Texas

CITY OF GARLAND, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

CITY OF GREENVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

GEUS, acting on behalf of the City of Greenville pursuant to its Charter

By: _____

Name: _____

Title: Chair of the Board of Trustees of the Electric Utility Board

Date: _____

Attest: _____

SCHEDULE A – GENERATION ASSETS

SCHEDULE B – MINING ASSETS

SCHEDULE C – TRANSMISSION ASSETS

SCHEDULE D – ADMINISTRATIVE ASSETS AND ALLOCATIONS

SCHEDULE E – PROPORTIONAL SHARES OF EACH PARTICIPATING PUBLIC ENTITY AS OF SEPTEMBER 30, 2015

SCHEDULE F – DECOMMISSIONING ESCROW AGREEMENT

SCHEDULE G – MINE RECLAMATION PLAN

SCHEDULE H – INDEMNITY ESCROW AGREEMENT

**Texas Municipal Power Agency - Schedule A**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 310005005-1 | PLANT & LAKE LAND/LAND RIGHTS | 12/1/1993 | 238,794 | 0 | 238,794 |
| 310005005-2 | PLANT & LAKE LAND/LAND RIGHTS | 12/1/1993 | 392,948 | 0 | 392,948 |
| 310005005-3 | PLANT & LAKE LAND/LAND RIGHTS | 12/1/1993 | 152,158 | 0 | 152,158 |
| E105000-6 | Rail Spur Land | 9/30/2012 | 6,681,408 | 0 | 6,681,408 |
| | | | 7,465,309 | 0 | 7,465,309 |
| 311001005-1 | BOILER STRUCTURE | 10/1/1983 | 18,889,751 | 14,558,281 | 4,331,470 |
| 311001005-8 | Passenger Elevator Door Assembly Replace | 11/30/2012 | 11,550 | 11,550 | 0 |
| 311001010-3 | TURBINE BUILDING | 10/1/1983 | 217,511 | 217,511 | 0 |
| 311001010-5 | SWITCHYARD CABLE REPLACEMENT | 10/31/2007 | 848,068 | 848,068 | 0 |
| 311001010-6 | FIRE PROTECTION UPGRADES | 4/18/2008 | 378,997 | 378,997 | 0 |
| 311001010-7 | MAIN CONTROL ROOM REFURBISHMENT | 4/7/2008 | 125,920 | 125,920 | 0 |
| 311001010-8 | HVAC Upgrade | 10/31/2013 | 99,236 | 99,236 | 0 |
| 311001015-2 | AUXILIARY CONTROL BUILDING | 10/1/1983 | 4,398 | 4,398 | 0 |
| 311010005-2 | FGD BUILDING & STRUCTURES | 10/1/1983 | 7,611 | 7,611 | 0 |
| 311010010-1 | PLANT BUILDING UPGRADE | 6/30/2000 | 140,937 | 140,937 | 0 |
| 311010010-3 | Coal Conveyor Fire Protection | 9/30/2010 | 95,437 | 95,437 | 0 |
| 311010010-4 | FY09 FACILITY RENEWAL - ROOFING | 2/28/2011 | 113,633 | 113,633 | 0 |
| 311010010-5 | HVAC Upgrade | 10/31/2013 | 231,552 | 231,552 | 0 |
| 311010050-3 | PLANT PAINTING PROJECT-PHASE III | 6/19/2000 | 73,655 | 73,655 | 0 |
| 311010055-1 | GAS STORAGE BUILDING | 10/1/1983 | 10,913 | 10,913 | 0 |
| 311010055-2 | OTHER MINOR BLDG & STRUCTURES | 10/1/1983 | 153,697 | 153,697 | 0 |
| 311010055-4 | OTHER MINOR BLDG & STRUCTURES | 10/1/1983 | 3,372 | 3,372 | 0 |
| 311010055-5 | OTHER MINOR BLDG & STRUCTURES | 10/1/1983 | 2,005 | 2,005 | 0 |
| 311010055-6 | OTHER MINOR BLDG & STRUCTURES | 10/1/1983 | 134,076 | 134,076 | 0 |
| 311010060-1 | FY09 FACILITY RENEWAL - HVAC | 2/28/2011 | 24,552 | 24,552 | 0 |
| 311020005-5 | DREDGE & PIPING | 8/31/1995 | 487 | 487 | 0 |
| 311020010-2 | SLUDGE COLLECTION POND | 8/31/1995 | 22,431 | 22,431 | 0 |
| 311020010-3 | Leachate Control-Site F Landfill | 10/31/2004 | 47,017 | 47,017 | 0 |
| 311020020-5 | PLANT RESEV. SPILLWAY GATE REPAIR | 5/31/1998 | 24,252 | 24,252 | 0 |
| 311020020-7 | LAKE, DAM & WEIR WORK | 6/27/2003 | 139,421 | 139,421 | 0 |
| 311020025-2 | 316b Compliance Project | 9/30/2011 | 61,955 | 61,955 | 0 |
| 311020025-3 | Traveling Water Screens Refurbishment | 12/31/2012 | 631,948 | 631,948 | 0 |
| 311020045-2 | SITE A LANDFILL CLOSURE | 9/30/1998 | 39,341 | 39,341 | 0 |
| 311020045-3 | SITE "F" LANDFILL CELL | 11/30/2004 | 123,361 | 123,361 | 0 |
| 311030005-1 | Stormwater Runoff Control Project | 4/19/2004 | 277,616 | 277,616 | 0 |
| 311030020-2 | Plant Road & Culvert Repair | 9/30/2008 | 148,743 | 148,743 | 0 |
| 311030025-5 | RAILROADS | 10/1/1983 | 98,260 | 98,260 | 0 |
| 311030026-1 | RAIL SPUR - ENGINEERING COSTS | 5/29/2007 | 1,916,252 | 1,916,252 | 0 |
| 311030030-1 | SEWER LIFT STATION UPGRADE | 9/1/2008 | 153,713 | 153,713 | 0 |
| 311030030-2 | Sewage Treatment Upgrade | 3/31/2009 | 26,276 | 26,276 | 0 |
| 311030035-10 | Facility Renewals - FY 11 | 8/31/2012 | 113,797 | 113,797 | 0 |
| 311030035-4 | UPDATE EARLY WARNING SYSTEM LOGGER | 11/30/2004 | 14,129 | 14,129 | 0 |
| 311030035-5 | NERC Security Requirements Project | 12/12/2005 | 97,426 | 97,426 | 0 |
| 311030035-6 | FACILITY RENEWAL PROJECT-FY06 | 1/31/2008 | 175,115 | 175,115 | 0 |
| 311030035-7 | FACILITY RENEWALS PROJECT-FY07 | 1/31/2008 | 90,821 | 90,821 | 0 |
| 311030035-8 | FACILITY RENEWALS PROJECT-FY10 | 4/30/2010 | 99,832 | 99,832 | 0 |
| 311030035-9 | FY 08 FACILITY RENEWAL PROJECT | 9/30/2010 | 94,403 | 94,403 | 0 |
| 311030030-3 | Sanitary sewer system | 4/30/2011 | 2,283 | 568 | 1,715 |
| 311001005-5 | BOILER STRUCTURE | 10/1/1983 | 1,857 | 1,136 | 721 |
| 311010005-4 | Scrubber Refurbishment | 9/30/2013 | 15,235 | 1,931 | 13,304 |
| 311010050-1 | PIPE RACK | 10/1/1983 | 2,507 | 1,932 | 575 |
| 311010045-1 | ALTIMORE WAREHOUSE | 10/1/1983 | 5,431 | 4,185 | 1,245 |
| 311030022-2 | SITE F LANDFILL DEVELOPMENT | 9/30/1997 | 6,859 | 4,210 | 2,649 |
| 311010045-3 | ALTIMORE WAREHOUSE | 10/1/1983 | 8,751 | 4,871 | 3,880 |
| 311010025-2 | PLANT STORAGE WAREHOUSE # 6 & 8 | 10/1/1983 | 12,478 | 6,946 | 5,532 |
| 311020020-6 | SPILLWAY PLATFORM | 10/1/1983 | 12,698 | 7,278 | 5,419 |
| 311030035-1 | MISC SITE AND IMPROVEMENTS | 10/1/1983 | 12,124 | 8,183 | 3,940 |
| 311010050-2 | PLANT PAINTING PROJECT-PHASE III | 10/1/1983 | 15,485 | 8,619 | 6,866 |
| 311030005-2 | Stormwater Runoff Control Project | 4/19/2004 | 22,586 | 9,801 | 12,785 |
| 311050015-3 | Scrubber Refurbishment | 9/30/2013 | 78,307 | 9,924 | 68,383 |
| 311001010-4 | TURBINE BUILDING | 10/1/1983 | 55,304 | 30,784 | 24,520 |
| 311010030-1 | PLANT STORAGE WAREHOUSE # 10 & 11 | 10/1/1983 | 42,501 | 32,755 | 9,745 |
| 311020035-2 | RECIRCULATION CANAL | 10/1/1983 | 48,839 | 32,967 | 15,873 |
| 311020020-4 | PLANT RESEV. SPILLWAY GATE REPAIR | 5/31/1998 | 69,107 | 40,507 | 28,600 |
| 311010055-3 | PLANT PAINTING PROJECT-PHASE II | 6/30/1999 | 75,816 | 42,553 | 33,263 |
| 311010050-4 | PLANT PAINTING PROJECT-PHASE III | 6/19/2000 | 79,536 | 42,738 | 36,798 |
| 311001005-4 | BOILER STRUCTURE | 10/1/1983 | 83,229 | 51,638 | 31,591 |
| 311020020-3 | EARTHEN DAM & SPILLWAY | 10/1/1983 | 77,393 | 52,241 | 25,153 |
| 311030040-1 | COAL YARD LIGHTING | 10/1/1983 | 99,841 | 57,228 | 42,613 |
| 311020005-2 | ASH DETENTION PONDS | 10/1/1983 | 102,228 | 68,472 | 33,755 |
| 311001005-7 | Boiler Structure (elevators) | 4/30/2011 | 276,105 | 68,723 | 207,382 |
| 311030022-1 | SITE F LANDFILL DEVELOPMENT | 9/30/1997 | 117,939 | 69,979 | 47,961 |
| 311020005-3 | ASH DETENTION PONDS | 10/1/1983 | 107,797 | 70,588 | 37,209 |
| 311020005-4 | ASH DETENTION PONDS | 10/1/1983 | 126,342 | 81,683 | 44,659 |
| 311030015-1 | PAVED SURFACES OTHER THAN ROADS | 10/1/1983 | 136,014 | 91,810 | 44,204 |
| 311020020-2 | EARTHEN DAM & SPILLWAY | 10/1/1983 | 137,469 | 92,967 | 44,502 |
| 311001010-2 | TURBINE BUILDING | 10/1/1983 | 147,802 | 97,798 | 50,004 |
| 311030025-4 | RAIL TRACK & R.O.W. IMPROVEMENTS | 10/1/1983 | 213,678 | 122,478 | 91,201 |
| 311010010-2 | PLANT BUILDING UPGRADE | 6/30/2000 | 229,701 | 123,427 | 106,274 |

**Texas Municipal Power Agency**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 311030025-3 | RAILROADS | 10/1/1983 | 251,239 | 153,719 | 97,520 |
| 311030025-2 | RAILROADS | 10/1/1983 | 245,915 | 165,994 | 79,922 |
| 311001005-6 | BOILER STRUCTURE | 10/1/1983 | 364,205 | 202,728 | 161,478 |
| 311020015-2 | PLANT COLLECTION POND | 10/1/1983 | 334,069 | 215,983 | 118,086 |
| 311010045-2 | ALTIMORE WAREHOUSE | 10/1/1983 | 415,386 | 274,854 | 140,531 |
| 311050005-1 | SUMP 22 AND DISCHARGE LINE | 10/1/1983 | 380,831 | 293,506 | 87,326 |
| 311050015-2 | Other sumps and discharge lines | 4/30/2011 | 1,382,786 | 344,179 | 1,038,607 |
| 311020045-1 | SITE A LANDFILL CLOSURE | 9/30/1998 | 620,978 | 356,894 | 264,084 |
| 311010025-1 | PLANT STORAGE WAREHOUSE # 6 & 7 | 10/1/1983 | 468,033 | 360,712 | 107,321 |
| 311001005-2 | BOILER STRUCTURE | 10/1/1983 | 559,250 | 370,047 | 189,203 |
| 311050010-1 | SUMP 25 AND DISCHARGE LINE | 10/1/1983 | 526,632 | 405,873 | 120,758 |
| 311050005-2 | SUMP 22 AND DISCHARGE LINE | 10/1/1983 | 776,196 | 497,032 | 279,164 |
| 311001005-3 | BOILER STRUCTURE | 10/1/1983 | 809,677 | 502,353 | 307,324 |
| 311020010-1 | SLUDGE COLLECTION POND | 10/1/1983 | 1,070,133 | 824,748 | 245,384 |
| 311030035-3 | SITE F LANDFILL | 10/1/1983 | 1,397,008 | 829,028 | 567,979 |
| 311010035-1 | BREAKER BUILDING | 10/1/1983 | 1,156,084 | 890,991 | 265,093 |
| 311030035-2 | MISC SITE AND IMPROVEMENTS | 10/1/1983 | 1,589,132 | 1,040,605 | 548,527 |
| 311050015-1 | OTHER SUMPS & DISCHARGE LINES | 10/1/1983 | 1,624,587 | 1,252,065 | 372,522 |
| 311020015-1 | PLANT COLLECTION POND | 10/1/1983 | 1,691,276 | 1,303,462 | 387,814 |
| 311010005-1 | FGD BUILDING & STRUCTURES | 10/1/1983 | 1,917,581 | 1,477,874 | 439,706 |
| 311020040-1 | PLANT DISCHARGE STRUCTURE | 10/1/1983 | 1,992,086 | 1,535,295 | 456,791 |
| 311020035-1 | RECIRCULATION CANAL | 10/1/1983 | 2,231,446 | 1,719,769 | 511,676 |
| 311030020-1 | ROADS | 10/1/1983 | 3,181,500 | 2,083,329 | 1,098,171 |
| 311010005-3 | FGD building & structure (dewatering) | 4/30/2011 | 8,770,072 | 2,182,891 | 6,587,180 |
| 311001015-1 | AUXILIARY CONTROL BUILDING | 10/1/1983 | 3,213,605 | 2,476,716 | 736,888 |
| 311020030-1 | RIVER INTAKE STRUCTURE & LINE | 10/1/1983 | 3,372,578 | 2,599,237 | 773,341 |
| 311020005-1 | ASH DETENTION PONDS | 10/1/1983 | 4,416,640 | 3,403,892 | 1,012,747 |
| 311030025-1 | RAILROADS | 10/1/1983 | 4,482,305 | 3,452,186 | 1,030,119 |
| 311020025-1 | PLANT INTAKE STRUCTURE | 10/1/1983 | 6,184,412 | 4,766,310 | 1,418,102 |
| 311001010-1 | TURBINE BUILDING | 10/1/1983 | 14,729,843 | 11,352,250 | 3,377,592 |
| 311020020-1 | EARTHEN DAM & SPILLWAY | 10/1/1983 | 22,635,053 | 17,444,775 | 5,190,278 |
| | | | 121,177,245 | 87,752,218 | 33,425,027 |
| | | | | | |
| 312001005-1 | WATERWALLS | 10/1/1983 | 7,738,604 | 5,964,122 | 1,774,482 |
| 312001005-3 | WATERWALLS | 10/1/1983 | 664,565 | 664,565 | 0 |
| 312001005-4 | PULVERIZER DISCHARGE VALVE & ASSEMB | 10/1/1983 | 523 | 523 | 0 |
| 312001005-5 | BOILER WATERWALL TUBE REPLACEMENT | 6/30/2000 | 425,845 | 425,845 | 0 |
| 312001005-6 | PULVERIZER JOURNAL HEAD REPLACEMENT | 11/27/2006 | 525,620 | 525,620 | 0 |
| 312001005-7 | BOILER WATERWALL & INSULATION REPL | 9/30/2008 | 958,536 | 958,536 | 0 |
| 312001005-7 | BOILER WATERWALL TUBE & INSULATION REPL | 5/31/2011 | 704,305 | 704,305 | 0 |
| 312001005-7 | Boiler Waterwall & Insulation Replacemen | 9/30/2011 | 1,564,509 | 1,564,509 | 0 |
| 312001005-8 | Air Heater Basket Replacement | 7/31/2011 | 2,109,015 | 2,109,015 | 0 |
| 312001005-9 | Boiler Component Replacement | 8/31/2013 | 223,707 | 223,707 | 0 |
| 312001010-2 | MAIN BOILER DRUM | 10/1/1983 | 429,630 | 429,630 | 0 |
| 312001010-3 | Drum level indication & controls repl | 2/28/2014 | 99,331 | 99,331 | 0 |
| 312001020-2 | REPL BOILER ECONOMIZER SECTION | 8/24/2004 | 2,885,613 | 2,885,613 | 0 |
| 312001025-6 | BOILER ATTACHMENTS | 10/1/1983 | 345,050 | 345,050 | 0 |
| 312001025-7 | Boiler Component Replacement | 8/31/2013 | 418,548 | 418,548 | 0 |
| 312001030-2 | BOILER PENTHOUSE REFRACTORY | 6/30/2000 | 227,508 | 227,508 | 0 |
| 312001030-4 | Boiler Component Replacement | 8/31/2013 | 14,433 | 14,433 | 0 |
| 312001040-4 | SOOT BLOWER EQUIPMENT | 10/1/1983 | 460 | 460 | 0 |
| 312001040-5 | Intelligent Soot Blowing System | 5/30/2006 | 159,169 | 159,169 | 0 |
| 312001040-6 | Boiler Component Replacement | 8/31/2013 | 64,947 | 64,947 | 0 |
| 312001045-2 | BOILER WATER CIR. PUMP/MOTOR STACK/REWIN | 5/31/2010 | 617,057 | 617,057 | 0 |
| 312001045-4 | CWS Piping Refurbishment | 6/30/2013 | 131,564 | 131,564 | 0 |
| 312001055-10 | Pulverizer Feeder Control Replacement | 8/31/2012 | 378,832 | 378,832 | 0 |
| 312001055-3 | PULVERIZER | 10/2/1983 | 220,206 | 220,206 | 0 |
| 312001055-5 | PULVERIZER | 10/2/1983 | 52,792 | 52,792 | 0 |
| 312001055-6 | PULVERIZER | 10/2/1983 | 219,158 | 219,158 | 0 |
| 312001055-9 | Pulverizer Spring Conversion | 10/31/2004 | 444,183 | 444,183 | 0 |
| 312001060-7 | Boiler Oxygen Monitor Replacement | 6/30/2008 | 89,978 | 89,978 | 0 |
| 312001065-2 | FUEL PIPE ELBOW REPLACEMENT | 10/2/1983 | 571,646 | 571,646 | 0 |
| 312001065-3 | COAL PIPING | 10/2/1983 | 61,550 | 61,550 | 0 |
| 312001999-1 | BOILER OPTIMIZATION FOR PRB CONVERS. | 5/31/2000 | 256,416 | 256,416 | 0 |
| 312001999-2 | Online Performance & Advanced Control | 9/30/2008 | 256,658 | 256,658 | 0 |
| 312001999-2 | ONLINE PERFORMANCE & ADVANCED CONTROL SY | 9/30/2009 | 286,072 | 286,072 | 0 |
| 312001999-2 | Online Performance & Advanced Control Sy | 9/30/2010 | 279,393 | 279,393 | 0 |
| 312005005-2 | AIR HEATER BASKET REPLACEMENT | 10/1/1983 | 265,308 | 265,308 | 0 |
| 312005005-4 | AIR HEATER BASKET REPLACEMENT | 6/30/2000 | 843,212 | 843,212 | 0 |
| 312005005-5 | REPLACE & WASH AIR HEATER BASKETS | 6/30/2000 | 547,565 | 547,565 | 0 |
| 312010005-2 | Precipitator Refurbishment | 10/31/2004 | 576,898 | 576,898 | 0 |
| 312010005-3 | Precipitator Refurbishment Project | 9/25/2006 | 170,755 | 170,755 | 0 |
| 312010005-4 | Precipitator Structure and Elect Refurb | 2/7/2013 | 413,104 | 413,104 | 0 |
| 312010010-4 | PLANT PAINTING PROJECT-PHASE III | 6/19/2000 | 196,412 | 196,412 | 0 |
| 312010010-6 | Boiler Feed Pump Turbine Bucket Repl | 9/30/2010 | 850,440 | 850,440 | 0 |
| 312015005-3 | Scrubber Engineering Study | 9/20/2005 | 85,000 | 85,000 | 0 |
| 312020005-3 | Stack Elevator Replacement | 1/31/2014 | 275,838 | 275,838 | 0 |
| 312020005-4 | Stack Lighting Replacement | 2/28/2014 | 150,229 | 150,229 | 0 |
| 312020015-2 | DUCT REPLACEMENT/PRIMARY AIR FORCE | 10/1/1983 | 68,377 | 68,377 | 0 |
| 312020020-2 | AIR FAN MOTOR | 10/1/1983 | 136,897 | 136,897 | 0 |

**Texas Municipal Power Agency**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 312020020-3 | DUCT REPLACMENT/PRIMARY AIR FORCE | 10/1/1983 | 339,138 | 339,138 | 0 |
| 312020025-2 | INSULATED DUCTWORK | 10/1/1983 | 1,573,084 | 1,573,084 | 0 |
| 312020025-3 | INSULATED DUCTWORK | 10/1/1983 | 468,666 | 468,666 | 0 |
| 312020025-4 | SCRUBBER RENEWAL DUCT STACKUP | 10/1/1983 | 865,638 | 865,638 | 0 |
| 312020025-6 | SCRUBBER RENEWAL PROJECT | 10/1/1983 | 7,882 | 7,882 | 0 |
| 312020025-8 | GAS DUCT TO AIR HEATER REFURBISHMENT | 4/9/2008 | 1,030,319 | 1,030,319 | 0 |
| 312020025-8 | BOILER BACKPASS DUCT REFURBISHMENT | 9/30/2009 | 165,265 | 165,265 | 0 |
| 312020025-8 | Boiler Backpass Duct Refurbishment | 8/31/2010 | 1,880 | 1,880 | 0 |
| 312020025-9 | Hot & Cold Air Duct Refurbishment | 3/7/2009 | 761,630 | 761,630 | 0 |
| 312025001-3 | COAL RAILCAR DUMPER & EQUIPMENT | 9/30/1996 | 250 | 250 | 0 |
| 312025010-2 | BELT SCALES FOR CONVEYORS 8 & 24 | 9/30/2008 | 212,998 | 212,998 | 0 |
| 312025012-3 | PLANT PAINTING PROJECT-PHASE III | 10/1/1983 | 24,552 | 24,552 | 0 |
| 312025014-4 | PLANT PAINTING PROJECT-PHASE III | 10/1/1983 | 49,103 | 49,103 | 0 |
| 312025034-2 | LIGNITE CONVEYOR #9A | 10/1/1983 | 63,881 | 63,881 | 0 |
| 312025034-3 | LIGNITE CONVEYOR #9A | 10/1/1983 | 698 | 698 | 0 |
| 312025034-4 | LIGNITE CONVEYOR #9A | 10/1/1983 | 80,891 | 80,891 | 0 |
| 312025034-5 | PLANT PAINTING PROJECT-PHASE III | 10/1/1983 | 14,731 | 14,731 | 0 |
| 312025036-2 | LIGNITE CONVEYOR #10 A3 | 10/1/1983 | 10 | 10 | 0 |
| 312025038-2 | LIGNITE CONVEYOR #11 A1 | 10/1/1983 | 17,809 | 17,809 | 0 |
| 312030010-2 | PLANT PAINTING PROJECT-PHASE III | 10/1/1983 | 132,578 | 132,578 | 0 |
| 312035005-2 | SLUDGE FILTRATION SYSTEM | 10/1/1983 | 132,300 | 132,300 | 0 |
| 312035010-3 | FLY ASH TRANFER EQUIPMENT | 10/1/1983 | 296,519 | 296,519 | 0 |
| 312040010-4 | 'B' FLY ASH BLOWER CONTROLS BETTERMENT | 12/31/2003 | 22,908 | 22,908 | 0 |
| 312040010-5 | REPL TWO FLYASH BLOWER CONTROL PANELS | 8/24/2004 | 47,016 | 47,016 | 0 |
| 312040010-6 | REPL "B" FLY ASH BLOWER MOTOR | 8/24/2004 | 74,892 | 74,892 | 0 |
| 312040015-2 | HYDROBIN REFURBISHMENT | 6/30/2000 | 229,323 | 229,323 | 0 |
| 312040030-2 | PYRITES SYSTEM | 10/1/1983 | 39,566 | 39,566 | 0 |
| 312040045-2 | REPL OF AWS & SWS PIPING | 6/30/2000 | 104,224 | 104,224 | 0 |
| 312040045-3 | ASH WATER SUPPLY PUMP COMPLEX | 10/1/1983 | 94,515 | 94,515 | 0 |
| 312040050-2 | OTHER ASH WATER PIPING | 10/1/1983 | 68,404 | 68,404 | 0 |
| 312040050-3 | REPL AWS & SWS PIPING | 12/31/2003 | 6,690 | 6,690 | 0 |
| 312045005-4 | BOILER HIGH ENERGY HANGER/PIPING INSPEC. | 9/30/2007 | 850,771 | 850,771 | 0 |
| 312045010-2 | REHEAT PIPING | 10/1/1983 | 247,605 | 247,605 | 0 |
| 312045015-3 | Phase I Plant Underground Piping Replace | 7/31/2011 | 918,115 | 918,115 | 0 |
| 312050005-3 | BOILER AREA DRIP, DRAIN & VENTS | 10/1/1983 | 51,122 | 51,122 | 0 |
| 312055005-4 | Burner Management Upgrade | 6/30/2010 | 1,412,460 | 1,412,460 | 0 |
| 312060005-2 | ULTRA FILTRATION WATER TREATMENT | 5/29/2007 | 272,492 | 272,492 | 0 |
| 312060010-3 | DEMINERALIZER WATER SYSTEM | 10/1/1983 | 49,796 | 49,796 | 0 |
| 312060010-4 | DEMINERALIZER WATER SYSTEM | 10/1/1983 | 197,608 | 197,608 | 0 |
| 312065005-2 | FEEDWATER HEATERS | 10/1/1983 | 41,478 | 41,478 | 0 |
| 312065005-3 | FEEDWATER HEATERS | 10/1/1983 | 597,951 | 597,951 | 0 |
| 312065010-2 | DEAERATOR UPGRADE | 10/1/1983 | 214,814 | 214,814 | 0 |
| 312065015-3 | A&B BFPT/BFP Heat Exchangers | 9/30/2011 | 206,933 | 206,933 | 0 |
| 312065015-4 | Boiler Feed Pump Restoration | 12/31/2012 | 790,433 | 790,433 | 0 |
| 312080005-1 | FUEL GAS SUPPLY FIRING ADDITION | 3/31/1996 | 3,256,149 | 3,256,149 | 0 |
| 312080005-2 | FUEL GAS SUPPLY FIRING ADDITION | 3/31/1996 | 966 | 966 | 0 |
| 312001025-3 | BOILER ATTACHMENTS | 10/1/1983 | 25 | 16 | 8 |
| 312015080-2 | Scrubber Refurbishment | 9/30/2013 | 2,465 | 342 | 2,123 |
| 312020025-5 | SCRUBBER RENEWAL PROJECT | 10/1/1983 | 718 | 439 | 279 |
| 312015015-5 | Scrubber Refurbishment | 9/30/2013 | 4,844 | 614 | 4,230 |
| 312015010-4 | Scrubber Refurbishment | 9/30/2013 | 8,270 | 1,048 | 7,222 |
| 312025006-2 | SECONDARY CRUSHER BLDG & EQUIP | 10/1/1983 | 1,395 | 1,395 | 0 |
| 312001075-4 | POWER SUPPLY STUDY | 10/1/1983 | 2,745 | 1,611 | 1,134 |
| 312001055-8 | PULVERIZER | 10/2/1983 | 3,529 | 1,648 | 1,881 |
| 312015040-3 | Scrubber Refurbishment | 9/30/2013 | 16,397 | 2,078 | 14,319 |
| 312045005-3 | CRITICAL STEAM PIPING EVALUATION | 10/1/1983 | 4,397 | 2,690 | 1,707 |
| 312070005-2 | FUEL OIL STORAGE TANK | 10/1/1983 | 7,008 | 4,348 | 2,660 |
| 312025016-2 | LIGNITE DUST CONTROL SYSTEM | 10/1/1983 | 4,774 | 4,774 | 0 |
| 31201045 | Circulating Water Pump Motor Replacement | 5/6/2015 | 202,409 | 4,891 | 197,518 |
| 312015085-1 | Scurbber Purge Chemical System | 4/30/2011 | 32,071 | 7,983 | 24,088 |
| 312001040-2 | SUPERHEATER ADDITION | 10/1/1983 | 14,100 | 8,367 | 5,733 |
| 312025034-6 | PLANT PAINTING PROJECT-PHASE III | 7/31/2000 | 15,907 | 9,489 | 6,419 |
| 312025014-3 | JUNCTION TRIPPER 1 & 2 | 10/1/1983 | 20,776 | 11,524 | 9,252 |
| 312020010-2 | INDUCED DRAFT FAN | 3/31/1996 | 22,523 | 11,698 | 10,825 |
| 312020005-5 | Scrubber Refurbishment | 9/30/2013 | 101,259 | 12,833 | 88,426 |
| 312025012-5 | PLANT PAINTING PROJECT-PHASE III | 7/31/2000 | 26,512 | 15,814 | 10,698 |
| 312045015-2 | AUXILIARY STEAM PIPING | 10/1/1983 | 26,770 | 17,307 | 9,463 |
| 312055005-3 | BOILER BACKPASS INSTRUMENTATION | 10/1/1983 | 30,474 | 17,467 | 13,007 |
| 312035010-2 | FLY ASH TRANFER EQUIPMENT | 10/1/1983 | 42,835 | 28,691 | 14,144 |
| 312025014-6 | PLANT PAINTING PROJECT-PHASE III | 7/31/2000 | 53,024 | 31,628 | 21,396 |
| 312010010-3 | PRECIPITATOR | 10/1/1983 | 60,746 | 33,813 | 26,933 |
| 312050005-2 | BOILER AREA DRIP, DRAIN & VENTS | 10/1/1983 | 55,840 | 34,645 | 21,195 |
| 312040030-3 | PYRITES SYSTEM MODIFICATIONS | 10/1/1983 | 72,744 | 41,696 | 31,048 |
| 312025014-2 | REWORK TRIPPER DRAINS | 9/28/1998 | 78,910 | 45,352 | 33,558 |
| 312015030-3 | SPRAY PUMPS & DRIVES | 10/1/1983 | 52,122 | 45,495 | 6,627 |
| 312015005-5 | Scrubber Refurbishment | 9/30/2013 | 395,480 | 50,119 | 345,361 |
| 312035015-2 | LIGNITE DUST CONTROL SYSTEM | 10/1/1983 | 76,580 | 50,583 | 25,997 |
| 312025042-2 | BOILER BIN SILOS | 10/1/1983 | 58,214 | 58,214 | 0 |
| 312001055-4 | PULVERIZER STEAM INERTING SYSTEM | 10/1/1983 | 119,934 | 68,745 | 51,189 |
| 312001075-2 | BOILER PLANT MISC ITEMS | 10/1/1983 | 111,619 | 73,727 | 37,892 |
| 312040010-3 | PREC. HOPPER HEATER MODIFICATIONS | 10/1/1983 | 137,851 | 79,014 | 58,836 |

**Texas Municipal Power Agency**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 312020035-1 | STEAM HEATING COIL AIR PREHEATER | 10/1/1983 | 79,486 | 79,486 | 0 |
| 312015005-2 | SCRUBBER CIVIL/STRUCTURAL | 10/1/1983 | 92,231 | 81,830 | 10,402 |
| 312030010-3 | PLANT PAINTING PROJECT-PHASE III | 7/31/2000 | 143,165 | 85,396 | 57,769 |
| 312060010-2 | DEMINERALIZER WATER SYSTEM | 10/1/1983 | 135,167 | 86,553 | 48,614 |
| 312040045-1 | ASH WATER SUPPLY PUMP COMPLEX | 10/1/1983 | 117,960 | 90,874 | 27,085 |
| 312005005-3 | AIR HEATER BASKET SUPPORT REPL. | 10/1/1983 | 155,426 | 92,235 | 63,191 |
| 312001060-2 | FUEL BURNER ASSEMBLY | 10/1/1983 | 186,676 | 93,009 | 93,668 |
| 312025002-2 | DUST COLLECTION GROUNDING | 9/28/1998 | 168,022 | 96,567 | 71,455 |
| 312001050-2 | GRAVIMETRIC FEEDERS | 10/1/1983 | 153,161 | 101,344 | 51,817 |
| 312025004-3 | PRIMARY BREAKER FEED MODIFICATION | 10/1/1983 | 135,127 | 104,410 | 30,717 |
| 312001045-3 | BOILER WATER CIRC. PUMP (CAPITAL SPARE) | 10/29/2010 | 408,480 | 105,158 | 303,322 |
| 312055015-2 | SCRUBBER CONTROL AND PANELS | 10/1/1983 | 111,315 | 111,315 | 0 |
| 312020025-7 | SCRUBBER ISOLATION & LAYUP | 10/1/1983 | 194,395 | 111,425 | 82,970 |
| 312010010-5 | PLANT PAINTING PROJECT-PHASE III | 6/19/2000 | 212,096 | 113,967 | 98,129 |
| 312010010-2 | PRECIPITATOR | 10/1/1983 | 171,489 | 114,864 | 56,625 |
| 312020025-10 | Insulated Duct work | 4/30/2011 | 469,579 | 116,879 | 352,699 |
| 312001070-1 | NITROGEN PURGE SYSTEM | 10/1/1983 | 153,858 | 118,578 | 35,280 |
| 312001075-3 | POWER SUPPLY STUDY | 10/1/1983 | 203,163 | 124,304 | 78,859 |
| 312001030-3 | BOILER REFRACTORY & INSULATION | 10/1/1983 | 273,329 | 127,655 | 145,674 |
| 312015045-2 | LIMESTONE ADDITIVE SYSTEM | 10/1/1983 | 137,380 | 137,380 | 0 |
| 312001025-4 | CRITICAL STEAM PIPING EVALUATION | 10/1/1983 | 228,897 | 140,049 | 88,848 |
| 312001055-2 | PULVERIZER | 3/31/1996 | 250,864 | 154,436 | 96,427 |
| 312040010-2 | FLY ASH PNEUMATIC REMOVAL | 10/1/1983 | 231,369 | 156,175 | 75,194 |
| 312015020-2 | SECONDARY REACTION TANK & MIXERS | 10/1/1983 | 183,946 | 160,056 | 23,890 |
| 312001065-1 | COAL PIPING | 10/1/1983 | 199,524 | 160,226 | 39,298 |
| 312055015-3 | SCRUBBER CONTROL AND PANELS | 10/1/1983 | 161,473 | 161,473 | 0 |
| 312001065-5 | COAL PIPING | 10/1/1983 | 348,746 | 162,877 | 185,869 |
| 312045005-2 | MAIN STEAM PIPING | 10/1/1983 | 253,333 | 167,627 | 85,707 |
| 312020010-3 | Purchase of Spare ID Fan Motor | 7/31/2010 | 649,800 | 168,490 | 481,311 |
| 312040035-1 | BOTTOM ASH PUMPS | 10/1/1983 | 227,912 | 175,652 | 52,261 |
| 312025036-1 | LIGNITE CONVEYOR #10 A2 | 10/1/1983 | 189,505 | 189,505 | 0 |
| 312040020-1 | ECONOMIZER ASH COLLECTION | 10/1/1983 | 191,713 | 191,713 | 0 |
| 312015035-1 | LIMESTONE DAY BIN & ASSOC. EQUIPMENT | 10/1/1983 | 219,480 | 194,480 | 25,000 |
| 312055030-1 | STEAM SAMPLING PIPING | 10/1/1983 | 257,276 | 198,282 | 58,994 |
| 312015015-2 | PRIMARY REACTION TANK AND MIXERS | 10/1/1983 | 223,912 | 198,659 | 25,252 |
| 312065010-1 | DEAERATOR & STORAGE TANK | 10/1/1983 | 258,198 | 198,992 | 59,206 |
| 312015075-1 | Gypsum Stackout system | 4/30/2011 | 872,829 | 217,249 | 655,579 |
| 312001005-2 | WATERWALLS | 10/1/1983 | 346,356 | 218,202 | 128,154 |
| 312065015-2 | BOILER FEEDWATER MODIFICATIONS | 10/1/1983 | 436,297 | 250,080 | 186,217 |
| 312055020-1 | FGD CONTROL AND PANELS | 10/1/1983 | 334,542 | 257,831 | 76,711 |
| 312040030-1 | PYRITES SYSTEM | 10/1/1983 | 337,362 | 260,004 | 77,358 |
| 312055005-2 | BOILER COMBUSTION CONTROL SYSTEM | 10/1/1983 | 438,485 | 272,052 | 166,433 |
| 312025004-2 | LIGNITE DUST CONTROL SYSTEM | 10/1/1983 | 274,601 | 274,601 | 0 |
| 312001055-7 | PULVERIZER | 10/2/1983 | 556,299 | 277,167 | 279,131 |
| 312070005-1 | FUEL OIL STORAGE TANK | 10/1/1983 | 364,402 | 280,844 | 83,558 |
| 312025016-1 | SILO-RECLAIM TRANSFER HOUSE | 10/1/1983 | 296,141 | 296,141 | 0 |
| 312055015-1 | SCRUBBER CONTROL AND PANELS | 10/1/1983 | 338,920 | 318,920 | 20,000 |
| 312025008-2 | LIGNITE DUST CONTROL SYSTEM | 10/1/1983 | 323,181 | 323,181 | 0 |
| 312060015-1 | BOILER CHEMICAL FEED EQUIPMENT | 10/1/1983 | 420,708 | 324,239 | 96,469 |
| 312025040-1 | LIGNITE CONVEYOR #11 A2 | 10/1/1983 | 326,873 | 326,873 | 0 |
| 312001060-6 | FUEL BURNER ASSEMBLY | 12/31/2003 | 745,042 | 328,545 | 416,497 |
| 312025038-1 | LIGNITE CONVEYOR #11 A1 | 10/1/1983 | 343,358 | 343,358 | 0 |
| 312030005-2 | Limestone unloading facility | 4/30/2011 | 1,380,805 | 343,686 | 1,037,120 |
| 312070010-1 | FUEL OIL PUMPS & PIPING | 10/1/1983 | 462,283 | 356,280 | 106,003 |
| 312025006-4 | LIGNITE DUST CONTROL SYSTEM | 10/1/1983 | 360,027 | 360,027 | 0 |
| 312001040-3 | WATERWALL DESLAGGERS | 10/1/1983 | 649,120 | 372,067 | 277,053 |
| 312030015-2 | Limestone Converyor L4 | 4/30/2011 | 1,521,566 | 378,721 | 1,142,844 |
| 312001025-2 | BOILER ATTACHMENTS | 10/1/1983 | 623,145 | 414,886 | 208,259 |
| 312025030-1 | LIGNITE CONVEYOR #7 | 10/1/1983 | 429,393 | 429,393 | 0 |
| 312015070-1 | Reclaim water system | 4/30/2011 | 1,736,710 | 432,271 | 1,304,439 |
| 312035010-1 | FLY ASH TRANFER EQUIPMENT | 10/1/1983 | 569,061 | 438,574 | 130,487 |
| 312015045-3 | LIMESTONE ADDITIVE SYSTEM | 10/1/1983 | 473,020 | 473,020 | 0 |
| 312025006-3 | SECONDARY CRUSHER BLDG & EQUIP | 10/1/1983 | 485,582 | 485,582 | 0 |
| 312040055-1 | PRB FLY ASH HANDLING SYSTEM | 9/30/1996 | 810,632 | 497,233 | 313,399 |
| 312015020-1 | SECONDARY REACTION TANK & MIXERS | 10/1/1983 | 589,269 | 544,227 | 45,042 |
| 312020030-1 | NON-INSULATED DUCTWORK | 10/1/1983 | 711,235 | 548,147 | 163,088 |
| 312055025-1 | MISC PANELS & INDICATORS | 10/1/1983 | 740,565 | 570,751 | 169,814 |
| 312045015-1 | AUXILIARY STEAM PIPING | 10/1/1983 | 748,422 | 576,807 | 171,615 |
| 312025010-1 | RECLAIM EQUIPMENT | 10/1/1983 | 593,436 | 593,436 | 0 |
| 312001060-5 | FUEL BURNER ASSEMBLY | 10/1/1983 | 1,358,649 | 630,768 | 727,881 |
| 312015020-3 | Secondary reaction tank & mixers | 4/30/2011 | 2,656,808 | 661,286 | 1,995,522 |
| 312030010-4 | Limestone storage bldg (L2&L3) | 4/30/2011 | 2,728,717 | 679,184 | 2,049,533 |
| 312015045-1 | LIMESTONE ADDITIVE SYSTEM | 10/1/1983 | 680,189 | 680,189 | 0 |
| 312010010-1 | PRECIPITATOR | 10/1/1983 | 893,663 | 688,744 | 204,919 |
| 312060010-1 | DEMINERALIZER WATER SYSTEM | 10/1/1983 | 943,753 | 727,348 | 216,405 |
| 312040040-1 | ASH PIPING | 10/1/1983 | 739,307 | 739,307 | 0 |
| 312015080-1 | Scrubber Purge Treatment system | 4/30/2011 | 3,029,672 | 754,092 | 2,275,579 |
| 312025032-1 | LIGNITE CONVEYOR #8A | 10/1/1983 | 756,056 | 756,056 | 0 |
| 312025012-2 | LIGNITE DUST CONTROL SYSTEM | 10/1/1983 | 766,147 | 766,147 | 0 |
| 312015045-4 | Limestone additive systems | 4/30/2011 | 3,316,358 | 825,449 | 2,490,909 |
| 312055010-1 | LIGNITE & LIME CONTROL AND PANELS | 10/1/1983 | 894,138 | 864,138 | 30,000 |

**Texas Municipal Power Agency**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 312015015-3 | PRIMARY REACTION TANK AND MIXERS | 10/1/1983 | 1,009,329 | 878,242 | 131,088 |
| 312001060-4 | FUEL BURNER ASSEMBLY | 10/1/1983 | 1,895,876 | 883,348 | 1,012,528 |
| 312015055-1 | OTHER SCRUBBER PIPING | 10/1/1983 | 892,144 | 892,144 | 0 |
| 312045020-1 | EXTRACTION STEAM PIPING | 10/1/1983 | 1,164,729 | 897,653 | 267,076 |
| 312030015-1 | LIMESTONE CONVEYOR L4 | 10/1/1983 | 1,014,656 | 939,656 | 75,000 |
| 312001010-1 | MAIN BOILER DRUM | 10/1/1983 | 1,220,466 | 940,610 | 279,856 |
| 312025014-1 | JUNCTION/TRIPPER 1 A | 10/1/1983 | 962,104 | 962,104 | 0 |
| 312001030-1 | BOILER REFRACTORY & INSULATION | 10/1/1983 | 1,277,141 | 984,091 | 293,050 |
| 312015030-2 | SPRAY PUMPS & DRIVES | 10/1/1983 | 1,136,605 | 1,013,955 | 122,650 |
| 312035015-1 | MIXERS & STACKOUTS | 10/1/1983 | 1,322,631 | 1,019,348 | 303,283 |
| 312020015-1 | FORCED DRAFT FAN | 10/1/1983 | 1,334,866 | 1,028,778 | 306,088 |
| 312025001-2 | COAL RAILCAR DUMPER & EQUIPMENT | 9/30/1996 | 1,841,756 | 1,058,510 | 783,247 |
| 312025034-1 | LIGNITE CONVEYOR | 10/1/1983 | 1,082,831 | 1,082,831 | 0 |
| 312035025-1 | SURGE THICKENER & ASSOC. EQUIPMENT | 10/1/1983 | 1,445,151 | 1,113,774 | 331,377 |
| 312001015-1 | LOWER DRUM & HEADERS | 10/1/1983 | 1,500,532 | 1,156,456 | 344,076 |
| 312015025-1 | STACK GAS REHEATER | 10/1/1983 | 1,218,770 | 1,168,770 | 50,000 |
| 312040015-1 | BOTTOM ASH HYDROBINS | 10/1/1983 | 1,533,796 | 1,182,092 | 351,704 |
| 312065020-1 | FEEDWATER PIPING | 10/1/1983 | 1,542,146 | 1,188,528 | 353,618 |
| 312015015-1 | PRIMARY REACTION TANK AND MIXERS | 10/1/1983 | 1,320,910 | 1,219,947 | 100,963 |
| 312015005-4 | Scrubber civil/structural | 4/30/2011 | 5,029,327 | 1,251,811 | 3,777,516 |
| 312065005-1 | FEEDWATER HEATERS | 10/1/1983 | 1,646,305 | 1,268,803 | 377,502 |
| 312015010-2 | SPRAY TOWER ABSORBER | 10/1/1983 | 1,461,767 | 1,271,919 | 189,849 |
| 312060005-1 | WATER PRETREATMENT SYSTEM | 10/1/1983 | 1,653,868 | 1,274,632 | 379,236 |
| 312020020-1 | PRIMARY AIR FAN | 10/1/1983 | 1,674,007 | 1,290,153 | 383,854 |
| 312040025-1 | BOTTOM ASH HOPPER AND GRINDER | 10/1/1983 | 1,759,769 | 1,354,148 | 405,621 |
| 312001060-3 | FUEL BURNER ASSEMBLY | 10/1/1983 | 2,905,335 | 1,354,803 | 1,550,532 |
| 312020005-2 | Stack ( stack liner) | 4/30/2011 | 5,531,350 | 1,376,766 | 4,154,584 |
| 312001065-4 | COAL PIPING | 10/1/1983 | 2,877,336 | 1,433,589 | 1,443,747 |
| 312001060-1 | FUEL BURNER ASSEMBLY | 10/1/1983 | 1,881,719 | 1,448,108 | 433,611 |
| 312015040-1 | LIMESTONE BALL MILL & CLASSIF. | 10/1/1983 | 1,558,272 | 1,538,272 | 20,000 |
| 312015065-1 | SPRAY WATER PIPING | 10/1/1983 | 1,608,871 | 1,608,871 | 0 |
| 312035005-1 | SLUDGE FILTRATION SYSTEM | 10/1/1983 | 2,111,778 | 1,627,541 | 484,236 |
| 312020030-2 | Non-Insulated ductwork | 4/30/2011 | 8,888,654 | 1,632,370 | 7,256,284 |
| 312025042-1 | BOILER BIN SILOS | 10/1/1983 | 1,689,956 | 1,689,956 | 0 |
| 312001025-5 | SUPERHEATER ADDITION | 10/1/1983 | 2,928,881 | 1,738,090 | 1,190,791 |
| 312030010-1 | LIMESTONE STORAGE BUILDING | 10/1/1983 | 1,781,800 | 1,781,800 | 0 |
| 312001035-1 | CASING | 10/1/1983 | 2,356,742 | 1,816,335 | 540,407 |
| 312015030-4 | Spray pumps & drivers | 4/30/2011 | 7,510,781 | 1,869,451 | 5,641,330 |
| 312015030-1 | SPRAY PUMPS & DRIVES | 10/1/1983 | 2,092,233 | 1,932,314 | 159,919 |
| 312020010-1 | INDUCED DRAFT FAN | 10/1/1983 | 2,507,748 | 1,932,715 | 575,033 |
| 312025012-1 | TRANSFER TOWER | 10/1/1983 | 1,952,729 | 1,952,729 | 0 |
| 312015015-4 | Primary reaction tanks & mixers | 4/30/2011 | 8,273,701 | 2,059,344 | 6,214,358 |
| 312015025-2 | STACK GAS REHEATER | 10/1/1983 | 2,494,582 | 2,170,595 | 323,986 |
| 312025004-1 | PRIMARY BREAKER BLDG & EQUIPMENT | 10/1/1983 | 2,181,655 | 2,181,655 | 0 |
| 312001050-1 | GRAVIMETRIC FEEDERS | 10/1/1983 | 2,665,954 | 2,207,471 | 458,483 |
| 312015040-2 | Limestone Ball Mill & Classifier | 4/30/2011 | 9,129,880 | 2,272,449 | 6,857,431 |
| 312025006-1 | SECONDARY CRUSHER BLDG & EQUIP | 10/1/1983 | 2,283,610 | 2,283,610 | 0 |
| 312050005-1 | BOILER AREA DRIP, DRAIN & VENTS | 10/1/1983 | 3,042,246 | 2,344,651 | 697,595 |
| 312045010-1 | REHEAT PIPING | 10/1/1983 | 3,049,486 | 2,350,231 | 699,255 |
| 312045005-1 | MAIN STEAM PIPING | 10/1/1983 | 3,133,082 | 2,414,658 | 718,424 |
| 312001045-1 | BOILER WATER CIRC. PUMPS & PIPING | 10/1/1983 | 3,141,999 | 2,421,530 | 720,469 |
| 312065015-1 | BOILER FEED PUMPS & ACCESSORIES | 10/1/1983 | 3,189,650 | 2,458,255 | 731,395 |
| 312040050-1 | OTHER ASH WATER PIPING | 10/1/1983 | 3,472,050 | 2,675,900 | 796,150 |
| 312015005-1 | SCRUBBER CIVIL/STRUCTURAL | 10/1/1983 | 2,961,566 | 2,735,200 | 226,365 |
| 312020005-1 | STACK | 10/1/1983 | 3,642,354 | 2,807,153 | 835,201 |
| 312001040-1 | SOOT BLOWER EQUIPMENT | 10/1/1983 | 3,612,903 | 2,827,248 | 785,655 |
| 312001020-1 | ECONOMIZER | 10/1/1983 | 4,276,207 | 3,295,661 | 980,546 |
| 312025002-1 | TRUCK RECLAIM HOPPER EQUIPMENT | 10/1/1983 | 3,396,319 | 3,396,319 | 0 |
| 312040005-1 | FLY ASH SILOS | 10/1/1983 | 4,528,303 | 3,489,951 | 1,038,352 |
| 312005005-1 | REGENERATIVE AIR PREHEATER | 10/1/1983 | 5,202,152 | 4,009,285 | 1,192,867 |
| 312015010-3 | Spray tower absorber | 4/30/2011 | 16,523,628 | 4,112,770 | 12,410,858 |
| 312055005-1 | BOILER COMBUSTION CONTROL SYSTEM | 10/1/1983 | 5,545,748 | 4,274,093 | 1,271,655 |
| 312020025-1 | INSULATED DUCTWORK | 10/1/1983 | 5,547,556 | 4,275,486 | 1,272,069 |
| 312040010-1 | FLY ASH PNEUMATIC REMOVAL | 10/1/1983 | 5,790,625 | 4,467,227 | 1,323,398 |
| 312030005-1 | LIMESTONE UNLOADING FACILITY | 10/1/1983 | 6,162,434 | 6,087,434 | 75,000 |
| 312025008-1 | LIGNITE SILO & EQUIPMENT | 10/1/1983 | 7,069,771 | 7,069,771 | 0 |
| 312001055-1 | PULVERIZER | 10/1/1983 | 11,440,398 | 9,472,844 | 1,967,555 |
| 312001025-1 | BOILER ATTACHMENTS | 10/1/1983 | 13,944,746 | 10,747,178 | 3,197,568 |
| 312025001-1 | COAL RAILCAR DUMPER & EQUIPMENT | 9/30/1996 | 20,617,542 | 12,646,581 | 7,970,962 |
| 312010005-1 | PRECIPITATOR FIELD | 10/1/1983 | 16,588,171 | 12,784,459 | 3,803,712 |
| 312001075-1 | BOILER PLANT MISC ITEMS | 10/1/1983 | 22,853,850 | 17,613,401 | 5,240,449 |
| 312015010-1 | SPRAY TOWER ABSORBER | 10/1/1983 | 19,991,954 | 18,463,898 | 1,528,057 |
| 310010005-1 | FUEL GAS SUPPLY FIRING ADDITION | 3/31/1996 | 86,482 | 86,482 | 0 |
| CWIP | Rate-Funded CWIP | | 58,355 | 0 | 58,355 |
| CWIP | Rate-Funded CWIP (Renewals and Replacements) | 9/30/2015 | 8,114,492 | 8,114,492 | 0 |
| R&R | Renewals and Replacements (Adjustment) | 9/30/2015 | 0 | -3,056,196 | 3,056,196 |
| P13008 | CEMS Replacement Project | 9/1/2015 | 556,423 | 3,032 | 553,391 |
| P13009 | Mercury Control | 9/1/2015 | 543,848 | 2,964 | 540,884 |
| P14002 | Ignitor and BMS Upgrade | 9/1/2015 | 1,552,980 | 8,463 | 1,544,516 |
| | | | 416,879,721 | 290,707,706 | 126,172,015 |

**Texas Municipal Power Agency**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 314001005-1 | STOP VALVE | 10/1/1983 | 609,509 | 469,747 | 139,762 |
| 314001010-2 | TURBINE CONTROLS REPL | 9/30/2009 | 1,088,172 | 1,088,172 | 0 |
| 314001010-2 | Turbine Controls Replacement | 9/30/2010 | 72,377 | 72,377 | 0 |
| 314001020-3 | TURBINE UPGRADE PROJECT | 10/1/1983 | 5,896,495 | 5,896,495 | 0 |
| 314001020-5 | HP/IP Turbine Inner Shell Repair | 11/8/2011 | 3,431,258 | 3,431,258 | 0 |
| 314001025-2 | TURBINE PARTS-HP/IP | 11/30/2004 | 716,256 | 716,256 | 0 |
| 314001025-3 | LP Turbine Replacement | 8/31/2008 | 63,000 | 63,000 | 0 |
| 314010015-2 | GENERATOR EXCITATION UPGRADE | 11/27/2006 | 281,183 | 281,183 | 0 |
| 314010015-2 | GENERATOR EXCITATION UPGRADE | 5/29/2007 | 10 | 10 | 0 |
| 314010015-3 | ALTERREX RETAINING RING REPLACEMENT | 7/31/2010 | 405,542 | 405,542 | 0 |
| 314010020-2 | UNIT/GENERATOR PROTECTIVE RELAYING UPGRA | 9/30/2009 | 97,277 | 97,277 | 0 |
| 314020005-2 | Condenser Tube Evaluation | 4/19/2004 | 27,845 | 27,845 | 0 |
| 314020005-3 | MAIN CONDENSER RETUBE | 4/11/2008 | 2,008,941 | 2,008,941 | 0 |
| 314020005-4 | Condenser Leak Detectors | 5/31/2009 | 59,489 | 59,489 | 0 |
| 314030005-3 | WATER ISOLATION SKID | 10/1/1983 | 9,276 | 9,276 | 0 |
| 314030005-4 | "B" CWS PUMP MOTOR REPLACEMENT | 6/27/2003 | 120,042 | 120,042 | 0 |
| 314040005-2 | Condensate Pump Syst.-Suction Pipe Upgr | 5/15/2006 | 160,996 | 160,996 | 0 |
| 314060005-2 | VIBRATION MONITORING SYSTEM- PHASE 2 & 3 | 10/31/2007 | 949,392 | 949,392 | 0 |
| 314060010-2 | ELECTRO-HYDRA CONT. (ECH) | 10/1/1983 | 84,597 | 84,597 | 0 |
| 314060010-3 | ELECTRO-HYDRA CONT. (ECH) | 10/1/1983 | 98,721 | 98,721 | 0 |
| 314060010-4 | ELECTRO-HYDRA CONT. (ECH) | 10/1/1983 | 89 | 89 | 0 |
| 314010030-2 | PLANT PAINTING PROJECT-PHASE I | 10/1/1983 | 909 | 564 | 345 |
| 314001025-4 | LP Turbine Replacement | 9/30/2011 | 9,017 | 1,636 | 7,380 |
| 314001040-2 | PLANT PAINTING PROJECT-PHASE I | 10/1/1983 | 3,937 | 2,442 | 1,494 |
| 314001020-4 | TURBINE UPGRADE PROJECT | 10/1/1983 | 4,800 | 2,751 | 2,049 |
| 314010005-2 | GENERATOR STATOR | 10/1/1983 | 14,973 | 9,413 | 5,560 |
| 314050005-1 | BOILER WATER STEAM ANALYSIS EQUIP | 10/1/1983 | 25,137 | 19,373 | 5,764 |
| 314020015-2 | Condensate Pump Replacement | 9/30/2010 | 178,441 | 45,337 | 133,104 |
| 314020015-1 | CONDENSER HOTWELL AIR EVACU. SYST. | 10/1/1983 | 70,219 | 54,118 | 16,101 |
| 314001025-3 | LP TURBINE REPLACEMENT | 9/30/2009 | 331,873 | 82,661 | 249,211 |
| 314030015-1 | CIRCULATING WATER VACUUM | 10/1/1983 | 126,705 | 97,651 | 29,054 |
| 314020010-2 | CONDENSER LESS TUBES | 10/1/1983 | 192,449 | 119,402 | 73,047 |
| 314030010-1 | CIRCULATING WATER PIPING | 10/1/1983 | 156,980 | 120,984 | 35,996 |
| 314030005-2 | CIRCULATION WATER SYST. IMPROVEMTS | 10/1/1983 | 213,576 | 144,437 | 69,139 |
| 314040005-1 | CONDENSATE PUMPS | 10/1/1983 | 201,597 | 155,370 | 46,227 |
| 314001035-1 | STEAM SEAL SYSTEM | 10/1/1983 | 248,602 | 191,597 | 57,005 |
| 314010025-1 | STATOR COOLING SYSTEM | 10/1/1983 | 251,009 | 193,452 | 57,557 |
| 314001015-1 | COMBINED REHEAT VALVE | 10/1/1983 | 401,892 | 309,737 | 92,155 |
| 314010030-1 | HYDROGEN COOLING EQUIPMENT | 10/1/1983 | 426,980 | 329,072 | 97,908 |
| 314020015-2 | CONDENSATE PUMP REPL | 9/30/2009 | 1,207,051 | 349,526 | 857,526 |
| 314020005-1 | TUBE BUNDLE CONDENSER | 10/1/1983 | 498,654 | 384,311 | 114,343 |
| 314040010-1 | COND STORAGE TANKS & INTER. PIPING | 10/1/1983 | 579,259 | 446,433 | 132,826 |
| 314010010-2 | GENERATOR FIELD | 10/1/1983 | 826,630 | 519,667 | 306,963 |
| 314001040-1 | LUBE OIL SYSTEM | 10/1/1983 | 692,016 | 533,335 | 158,681 |
| 314060010-1 | ELECTRO-HYDRA CONT. (ECH) | 10/1/1983 | 705,974 | 544,093 | 161,882 |
| 314040015-1 | CONDENSATE PIPING | 10/1/1983 | 732,791 | 564,760 | 168,031 |
| 314001030-1 | INTERGRAL PIPING & VALVES | 10/1/1983 | 869,613 | 670,209 | 199,404 |
| 314010020-1 | GENERATOR ACCESSORIES | 10/1/1983 | 918,715 | 708,051 | 210,664 |
| 314001010-1 | TURBINE CONTROL VALVE | 10/1/1983 | 982,715 | 757,376 | 225,339 |
| 314010010-1 | GENERATOR FIELD | 10/1/1983 | 1,131,192 | 871,807 | 259,385 |
| 314060005-1 | TURBINE CONTROL & PANELS | 10/1/1983 | 1,180,502 | 909,810 | 270,692 |
| 314001020-2 | TURBINE UPGRADE PROJECT | 10/1/1983 | 1,584,824 | 940,484 | 644,339 |
| 314010015-1 | GENERATOR EXCITER SYSTEM | 10/1/1983 | 1,401,604 | 1,080,213 | 321,391 |
| 314001045-1 | TURBINE PEDESTAL & FOUNDATION | 10/1/1983 | 1,613,972 | 1,243,884 | 370,088 |
| 314030005-1 | CIRCULATING WATER PUMPS | 10/1/1983 | 1,645,971 | 1,268,546 | 377,426 |
| 314020010-1 | CONDENSER LESS TUBES | 10/1/1983 | 2,280,589 | 1,757,644 | 522,945 |
| 314070005-1 | T/G PLANT DRIP, DRAIN & VALVES | 10/1/1983 | 2,300,910 | 1,773,305 | 527,605 |
| 314001025-3 | LP Turbine Replacement | 4/11/2008 | 6,891,784 | 1,994,366 | 4,897,418 |
| 314010005-1 | GENERATOR STATOR | 10/1/1983 | 2,872,447 | 2,213,787 | 658,660 |
| 314001020-1 | HP/IP ROTOR | 10/1/1983 | 4,331,144 | 3,338,001 | 993,143 |
| 314001025-1 | LP TURBINE | 10/1/1983 | 4,410,629 | 3,399,260 | 1,011,369 |
| 314001050-1 | TURBINE GENERATOR MISC ITEMS | 10/1/1983 | 4,677,759 | 3,605,136 | 1,072,623 |
| E105000-1 | WESTINGHOUSE TRANSFORMER | 9/30/2002 | 1,286,485 | 599,023 | 687,463 |
| E105000-2 | BBC TRANSFORMER | 9/30/2002 | 2,100,277 | 977,946 | 1,122,331 |
| E105000-3 | GENERATOR | 9/30/2002 | 7,387,657 | 3,439,893 | 3,947,763 |
| E105000-5 | LP Turbine - Spare | 4/11/2008 | 1,000,000 | 289,387 | 710,613 |
| | | | 75,150,727 | 53,100,956 | 22,049,771 |
| 315001005-1 | ISOPHASE BUS | 10/1/1983 | 664,708 | 512,289 | 152,419 |
| 315015010-2 | 480 VOLT SWITCH GEAR | 10/1/1983 | 80,707 | 80,707 | 0 |
| 315025005-1 | DCS SYSTEM Y2K UPGRADE | 8/30/2001 | 89,543 | 89,543 | 0 |
| 315025005-2 | DISTRIBUTIVE CONTROL SYSTEM UPGRADE | 11/30/2004 | 1,365,450 | 1,365,450 | 0 |
| 315025005-3 | BREAKER CONTROLS-ENGINEERING STUDY | 5/26/2005 | 46,840 | 46,840 | 0 |
| 315025005-4 | SOC-3 BREAKER CONTROL SWITCH REPL | 11/7/2005 | 183,814 | 183,814 | 0 |
| 315025005-4 | SOC-3 BREAKER CONTROL SWITCH REPL | 5/29/2007 | 923 | 923 | 0 |
| 315025005-5 | Coal Fired Simulator System | 9/30/2007 | 132,500 | 132,500 | 0 |
| 315035005-2 | MAIN STEP UP TRANFORMER | 8/31/2001 | 2,182,174 | 2,182,174 | 0 |
| 315045005-1 | Emergency Diesel Generator Controls | 1/16/2007 | 156,000 | 156,000 | 0 |
| 315045010-1 | EMERGENCY LIGHTING SYSTEM | 10/1/1983 | 54,332 | 54,332 | 0 |

**Texas Municipal Power Agency**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 315045010-2 | MAIN PLANT INVERTER REPLACEMENT | 5/31/2011 | 106,678 | 106,678 | 0 |
| 315055015-2 | TG TO SWITCHYARD CABLES | 5/26/2005 | 24,212 | 24,212 | 0 |
| 315055015-3 | REPL OF POWER CONTR CABLES TO INTAKE | 11/7/2005 | 223,109 | 223,109 | 0 |
| 315035010-3 | RESERVE AUX TRANSFORMER(CAP. SPARE) | 1/31/2010 | 2,591 | 721 | 1,871 |
| 315035025-1 | MISC TRANSFORMERS | 10/1/1983 | 1,356 | 1,045 | 311 |
| 315035005-1 | MAIN STEP UP TRANFORMER | 10/1/1983 | 7,741 | 4,117 | 3,624 |
| 315065010-2 | DUCT BANKS | 10/1/1983 | 21,667 | 13,874 | 7,793 |
| 315035020-2 | 7200 v-480 v transformer | 4/30/2011 | 212,190 | 52,815 | 159,375 |
| 315015015-2 | 480 volt motor control ceneters & switch | 4/30/2011 | 514,236 | 127,994 | 386,241 |
| 315035010-2 | RESERVE AUX. TRANSFORMER(CAP. SPARE) | 9/30/2009 | 928,891 | 268,979 | 659,912 |
| 315085010-1 | CATHODIC PROTECTION | 10/1/1983 | 407,977 | 314,427 | 93,550 |
| 315085015-1 | ACCESSORY ELECTRIC MIS. I | 10/1/1983 | 469,698 | 361,995 | 107,703 |
| 315085005-1 | ELECTRICAL GROUNDING | 10/1/1983 | 557,371 | 429,564 | 127,807 |
| 315035015-1 | MAIN AUXILIARY TRANSFORMER | 10/1/1983 | 561,310 | 432,600 | 128,710 |
| 315025005-6 | Process computer | 4/30/2011 | 1,742,255 | 433,651 | 1,308,604 |
| 315015010-3 | 780 volt switchgear | 4/30/2011 | 2,661,818 | 488,834 | 2,172,985 |
| 315035020-1 | 7200 V-480V TRANSFORMER | 10/1/1983 | 680,448 | 524,420 | 156,028 |
| 315035010-1 | RESERVE AUXILIARY TRANSFORMER | 10/1/1983 | 690,807 | 532,403 | 158,404 |
| 315015015-1 | 480 VOLT MOTOR CONT CENTER | 10/1/1983 | 1,180,534 | 909,835 | 270,700 |
| 315015010-1 | 480 VOLT SWITCH GEAR | 10/1/1983 | 2,388,697 | 1,840,962 | 547,735 |
| 315075005-1 | ACC. ELECTRICAL FREEZE PROOFING | 10/1/1983 | 2,770,968 | 2,135,578 | 635,390 |
| 315065015-1 | CABLE TRAYS | 10/1/1983 | 3,080,295 | 2,373,975 | 706,320 |
| 315015005-1 | 7200 VOLT SWITCHGEAR & MOTOR | 10/1/1983 | 3,353,279 | 2,584,363 | 768,916 |
| 315065010-1 | DUCT BANKS | 10/1/1983 | 4,135,746 | 3,187,409 | 948,337 |
| 315055010-1 | LOW VOLTAGE POWER CABLE | 10/1/1983 | 5,261,266 | 4,054,844 | 1,206,422 |
| 315055015-1 | CONTROL & INSTRUMENT CABLE | 10/1/1983 | 5,261,266 | 4,054,844 | 1,206,422 |
| 315065005-1 | CONDUIT | 10/1/1983 | 8,888,627 | 6,850,441 | 2,038,186 |
| 315055005-1 | HIGH VOLTAGE POWER CABLE | 10/1/1983 | 9,396,026 | 7,241,492 | 2,154,534 |
| | | | 60,488,052 | 44,379,753 | 16,108,299 |
| | | | | | |
| 316010005-1 | AUX. COOLING WATER PUMP | 10/1/1983 | 286,827 | 221,057 | 65,770 |
| 316010010-2 | AUX. COOLING WATER PIPING | 10/1/1983 | 200,000 | 200,000 | 0 |
| 316010010-3 | SERVICE & SEAL WATER SUPPLY UPGRADE | 6/27/2003 | 99,979 | 99,979 | 0 |
| 316010010-4 | ACW PIPING & VALVE BETTERMENT | 12/31/2003 | 68,632 | 68,632 | 0 |
| 316010015-2 | SERVICE WATER PUMP | 10/1/1983 | 50,841 | 50,841 | 0 |
| 316010020-2 | REPL AWS & SWS PIPING | 6/30/2000 | 64,842 | 64,842 | 0 |
| 316010020-3 | SERVICE WATER PIPING | 10/1/1983 | 72,811 | 72,811 | 0 |
| 316010020-4 | Phase II Plant Underground Piping | 9/30/2011 | 701,449 | 701,449 | 0 |
| 316020005-1 | FIRE WATER ISOLATION VALVES | 12/31/2003 | 78,835 | 78,835 | 0 |
| 316020015-1 | ELECTRIC DRIVEN & BOOSTER FIRE PUMP CONT | 7/3/2008 | 57,220 | 57,220 | 0 |
| 316020015-2 | Fire Panel Replacement | 5/31/2008 | 398 | 398 | 0 |
| 316020020-2 | Booster Fire Pump System Upgrade | 8/25/2005 | 68,490 | 68,490 | 0 |
| 316020999-1 | Plant Fire Protection Electrical System | 8/29/2005 | 330,570 | 330,570 | 0 |
| 316020999-2 | Fire Protection System Upgrade | 8/29/2005 | 32,575 | 32,575 | 0 |
| 316030005-3 | "B" & "D" SERVICE AIR COMPRESSOR REPL | 9/30/2009 | 263,840 | 263,840 | 0 |
| 316030005-3 | "B" & "D" Service Air Compressor Repl | 11/30/2009 | 13,020 | 13,020 | 0 |
| 316030015-2 | AIR PIPING | 10/1/1983 | 36,082 | 36,082 | 0 |
| 316050005-4 | AIR QUALITY INSTRUMENTS | 10/1/1983 | 14,062 | 14,062 | 0 |
| 316050005-5 | AIR QUALITY INSTRUMENTS | 10/1/1983 | 766 | 766 | 0 |
| 316050005-6 | AIR QUALITY INSTRUMENTS | 10/1/1983 | 3,280 | 3,280 | 0 |
| 316070005-10 | PURCH. OF 2 RIDING MOWERS | 2/29/2000 | 8,977 | 8,977 | 0 |
| 316070005-12 | CATERPILLAR D 10 N DOZER | 1/31/2002 | 650,000 | 650,000 | 0 |
| 316070005-13 | 2003 ALTEC/FRTLINER BUCKET TRUCK | 2/27/2003 | 98,701 | 98,701 | 0 |
| 316070005-14 | Purchase of Forklift for 5C | 9/15/2005 | 25,448 | 25,448 | 0 |
| 316070005-15 | PURCHASE FORKLIFT FOR 5C | 6/29/2006 | 26,075 | 26,075 | 0 |
| 316070005-16 | 6" GORMAN TRASH PUMP FOR OPERATIONS | 6/29/2006 | 25,996 | 25,996 | 0 |
| 316070005-17 | DAEWOOD D100 FORKLIFT-21,500 LB | 2/22/2007 | 83,462 | 83,462 | 0 |
| 316070005-18 | Purchase of new bucket/boom truck | 6/12/2007 | 259,763 | 259,763 | 0 |
| 316070005-2 | CHERRY PICKER | 10/1/1983 | 68,750 | 68,750 | 0 |
| 316070005-21 | Purchase Bobcat for Operations Crew | 6/30/2009 | 18,933 | 18,933 | 0 |
| 316070005-22 | Purchase Forklift for Warehouse | 6/30/2009 | 22,931 | 22,931 | 0 |
| 316070005-23 | Purchase Bobcat for Fuel & Yard | 6/30/2009 | 17,736 | 17,736 | 0 |
| 316070005-25 | Purchase new forklift for warehouse | 12/31/2010 | 26,564 | 26,564 | 0 |
| 316070005-3 | MYERS SEWER CLEANER | 10/1/1983 | 24,857 | 24,857 | 0 |
| 316070005-5 | SERVICE RHINO ROTARY CUTTER | 10/1/1983 | 6,625 | 6,625 | 0 |
| 316070005-6 | PURCHASE OF DOZER | 10/1/1983 | 477,127 | 477,127 | 0 |
| 316070005-8 | PARTIAL COST OF BACKHOE/LOADER | 5/15/1997 | 11,350 | 11,350 | 0 |
| 316080020-001 | PURCHASE BOAT,MOTOR & TRAILER FOR 5B | 2/28/2005 | 11,000 | 11,000 | 0 |
| 316050005-3 | AIR QUALITY EMISSION MONITORING | 10/1/1983 | 425 | 254 | 171 |
| 316030015-4 | Scrubber Refurbishment | 9/30/2013 | 24,232 | 3,071 | 21,161 |
| 316050005-8 | Scrubber Refurbishment | 9/30/2013 | 51,365 | 6,509 | 44,855 |
| 316010015-4 | Scrubber Refurbishment | 9/30/2013 | 57,180 | 7,246 | 49,933 |
| 316050010-2 | SPILLWAY PLATFORM & ENV. | 10/1/1983 | 37,178 | 21,310 | 15,868 |
| 316070005-7 | PARTIAL COST OF BACKHOE/LOADER | 10/1/1983 | 36,000 | 21,591 | 14,409 |
| 316070005-4 | FUEL & YARD EQUIPMENT | 10/1/1983 | 68,310 | 23,236 | 45,075 |
| 316080005-1 | PLANT LOCKERS, BINS, RACKS | 10/1/1983 | 34,171 | 26,335 | 7,836 |
| 316090015-2 | PULVERIZER BRIDGE & HOIST | 10/1/1983 | 87,161 | 57,075 | 30,086 |
| 316010015-1 | SERVICE WATER PUMP | 10/1/1983 | 92,275 | 71,116 | 21,159 |
| 316030010-1 | COMPRESSED AIR ACCESSORY | 10/1/1983 | 99,558 | 76,729 | 22,829 |
| 316030015-3 | Air piping (Instrument Air-Service Air) | 4/30/2011 | 322,810 | 80,348 | 242,462 |

**Texas Municipal Power Agency**

*Power Production Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 316070005-1 | 1992 FORD SUPERSUCKER 5G TAG#6157 V#9440 | 10/1/1983 | 120,560 | 81,532 | 39,028 |
| 316070005-24 | Purchase Mobile Hydraulic Crane | 9/30/2010 | 250,209 | 84,758 | 165,451 |
| 316030005-2 | AIR COMPRESSOR | 10/1/1983 | 130,906 | 86,799 | 44,107 |
| 316050010-1 | WATER QUALITY INSTRUMENTS & EQUIP | 10/1/1983 | 113,737 | 87,656 | 26,080 |
| 316090015-1 | OTHER OVERHEAD BRIDGE CRANES | 10/1/1983 | 143,043 | 110,243 | 32,800 |
| 316070005-20 | Purchase 18 ton crane/picker | 8/31/2008 | 234,769 | 112,156 | 122,613 |
| 316050005-7 | Air quality instruments & Equip (CEMS) | 4/30/2011 | 589,116 | 146,632 | 442,483 |
| 316010025-1 | SERVICE WATER WELLS | 10/1/1983 | 235,155 | 181,233 | 53,922 |
| 316040005-1 | PLANT INTAKE CHEMICAL FEED CLOR | 10/1/1983 | 267,444 | 206,118 | 61,326 |
| 316090010-1 | TURBINE BRIDGE CRANE | 10/1/1983 | 496,221 | 382,436 | 113,785 |
| 316095005-1 | PLANT LAB & TESTING EQUIPMENT | 10/1/1983 | 631,245 | 486,499 | 144,746 |
| 316020020-1 | FIRE PROTECTION FOR PRB | 10/1/1983 | 893,093 | 511,909 | 381,183 |
| 316050005-2 | AIR QUALITY EMISSION MONITORING | 10/1/1983 | 847,102 | 518,292 | 328,809 |
| 316050005-1 | AIR QUALITY INSTRUMENTS | 10/1/1983 | 687,006 | 529,473 | 157,532 |
| 316090020-1 | OTHER LIFTING DEVICES | 10/1/1983 | 695,283 | 535,853 | 159,430 |
| 316030015-1 | AIR PIPING | 10/1/1983 | 736,830 | 567,873 | 168,957 |
| 316010020-1 | SERVICE WATER PIPING | 10/1/1983 | 750,016 | 577,926 | 172,090 |
| 316010015-3 | Service water pumps | 4/30/2011 | 2,332,023 | 580,446 | 1,751,577 |
| 316030005-1 | AIR COMPRESSOR | 10/1/1983 | 823,199 | 634,437 | 188,762 |
| 316070005-19 | Caterpillar D10T Dozer for Coal Yard | 2/29/2008 | 985,000 | 754,726 | 230,274 |
| 316070005-11 | FUEL & YARD EQUIPMENT | 10/1/1983 | 1,029,794 | 793,637 | 236,158 |
| 316010010-1 | AUX. COOLING WATER PIPING | 10/1/1983 | 1,432,600 | 1,104,101 | 328,499 |
| | | | 19,643,827 | 13,712,601 | 5,931,226 |
| **Totals** | | | **700,804,880** | **489,653,234** | **211,151,646** |

**Texas Municipal Power Agency Schedule B**

*Mine Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 309010005-1 | FEE SIMPLE LAND-MINE | 10/1/1983 | 666,380 | 0 | 666,380 |
| 309010005-2 | FEE SIMPLE LAND-MINE | 10/1/1983 | 232 | 0 | 232 |
| 309010005-3 | FEE SIMPLE LAND-MINE | 10/1/1983 | 1,706,050 | 0 | 1,706,050 |
| 309010005-4 | FEE SIMPLE LAND-MINE | 10/1/1983 | 3,824,106 | 0 | 3,824,106 |
| 309010005-5 | FEE SIMPLE LAND-MINE | 7/12/1996 | 85,742 | 0 | 85,742 |
| 309010005-5 | FEE SIMPLE LAND-MINE | 7/12/1996 | 14,378,797 | 0 | 14,378,797 |
| 309010005-6 | FEE SIMPLE LAND-MINE | 7/12/1996 | 1,951 | 0 | 1,951 |
| 309020010-3 | LEACHATE TRANSFER SYSTEM | 6/30/2007 | 142,560 | 142,560 | 0 |
| 309020010-2 | FLOOD CONTROL STRUCTURES | 10/1/1983 | 370,174 | 370,174 | 0 |
| 309020005-1 | MINE SITE PREP. & MISC ROADS | 10/1/1983 | 491,650 | 491,650 | 0 |
| 309040005-1 | REMAINING VALUE-MINE EQUIPMENT | 10/1/1983 | 2,704,462 | 2,704,462 | 0 |
| 309020010-1 | FLOOD CONTROL STRUCTURES | 10/1/1983 | 11,983,116 | 10,983,116 | 1,000,000 |
| 309030070-1 | HAUL ROADS-MINE | 10/1/1983 | 16,275,966 | 15,275,966 | 1,000,000 |
| | | | 52,631,184 | 29,967,928 | 22,663,256 |
| Mine Write Down | | | 0 | 7,473,695 | -7,473,695 |
| **Totals** | | | **52,631,184** | **37,441,623** | **15,189,561** |

**Texas Municipal Power Agency Schedule C**
Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value | Asset Facility Net Book Value | Asset Facility |
|---|---|---|---|---|---|---|---|
| **Location: Bryan** | | | | | | | |
| 353010022-1 | BRYAN DANSBY SUB. CIRCUIT BREAKERS | 10/1/1983 | 455,031 | 366,923 | 88,108 | | |
| 353010023-1 | BRYAN DANSBY SUB INSTRUMENTATION | 10/1/1983 | 211,392 | 170,460 | 40,932 | | |
| 353010023-2 | CCVT & PT REPLACEMENT FY08 PLAN | 9/30/2009 | 223,289 | 43,345 | 179,943 | | |
| 353010024-1 | BRYAN DANSBY SUB SWITCHING APPART. | 10/1/1983 | 53,744 | 43,338 | 10,407 | | |
| 353010025-1 | BRYAN DANSBY SUB TRANSFORMERS | 10/1/1983 | 1,040,838 | 839,299 | 201,539 | | |
| 353010026-1 | BRYAN DANSBY SUB STRUCTURES | 10/1/1983 | 597,119 | 481,498 | 115,621 | | |
| 353010027-1 | BRYAN DANSBY SUB GROUNDING SYST | 10/1/1983 | 17,914 | 14,446 | 3,469 | | |
| 353010028-1 | BRYAN DANSBY SUB CONTROL HOUSE | 10/1/1983 | 275,137 | 221,862 | 53,275 | | |
| 353010029-1 | BRYAN DANSBY SUB MISC EQUIPMENT | 10/1/1983 | 71,658 | 57,783 | 13,875 | | |
| | | | 2,946,123 | 2,238,953 | 707,170 | **$ 707,170** | **Bryan Dansby Sub** |
| 353010033-1 | BRYAN EAST SUB INSTRUMENTATION | 10/1/1983 | 57,335 | 46,233 | 11,102 | | |
| 353010033-2 | CCVT & PT REPLACEMENT - FY08 | 9/30/2012 | 50,686 | 3,903 | 46,783 | | |
| 353010034-1 | BRYAN EAST SUB SWITCHING APPAR. | 10/1/1983 | 77,219 | 62,267 | 14,952 | | |
| 353010036-1 | BRYAN EAST SUB STRUCTURES | 10/1/1983 | 530,880 | 428,085 | 102,795 | | |
| 353010037-1 | BRYAN EAST SUB GROUNDING SYST | 10/1/1983 | 19,305 | 15,567 | 3,738 | | |
| 353010039-1 | BRYAN EAST SUB MISC EQUIPMENT | 10/1/1983 | 74,719 | 60,250 | 14,470 | | |
| 353010032.2 | BREA Sub Cir. Breakers/Switches <345kV | 7/15/2015 | 216,143 | 1,361 | 214,782 | | |
| 353010033 | Bryan East Sub (1) Relay Panel | 10/15/2014 | 195,017 | 4,872 | 190,145 | | |
| 353010033.4 | BREA Sub Relay Panel Modifications | 10/3/2014 | 164,523 | 4,110 | 160,412 | | |
| 353010145-4* | West Denton Sub: Purch. autotransformer | 10/1/2006 | 1,450,000 | 397,098 | 1,052,902 | | |
| | | | 2,835,827 | 1,023,747 | 1,812,081 | **$ 1,812,081** | **Bryan East Sub** |
| 350010006-1 | GIBBONS CREEK - DANSBY TRANS LAND | 10/1/1983 | 972,094 | 0 | 972,094 | | |
| 354010101-1 | LATT STL STRUCT-GIBBONS/DANSBY | 10/1/1983 | 700,196 | 564,616 | 135,580 | | |
| 355010101-1 | TUBE STL STRUCT-GIBBONS/DANSBY | 10/1/1983 | 2,623,749 | 2,115,709 | 508,041 | | |
| 356010101-1 | CONDUCTORS/HDWE GIBBONS-DANSBY | 10/1/1983 | 1,906,702 | 1,537,504 | 369,197 | | |
| | | | 6,202,741 | 4,217,829 | 1,984,912 | **$ 1,984,912** | **Gibbons Creek - Bryan Dansby** |
| 350010008-1 | GIBBONS CREEK EAST TRANS LAND | 10/1/1983 | 3,564,051 | 0 | 3,564,051 | | |
| 355010011-1 | TUBE STL STRUCT-GIBBONS CR. EAST | 10/1/1983 | 2,627,591 | 2,118,806 | 508,784 | | |
| 355010012-1 | PRESTRESSED CONCRT STRUCT-GC EAST | 10/1/1983 | 303,374 | 244,631 | 58,743 | | |
| 356010011-3 | TUBE STL STR-MCCREE CENTERVILLE | 10/1/1983 | 572,112 | 461,333 | 110,779 | | |
| 356010011.4 | GCSW - BREA Static OPGW | 10/3/2014 | 568,651 | 14,207 | 554,444 | | |
| | | | 7,635,778 | 2,838,977 | 4,796,801 | **$ 4,796,801** | **Gibbons Creek - Bryan East** |
| 356010101-2 | GIBBONS CREEK-KEITH SWITCH | 10/1/2006 | 1,665,275 | 507,490 | 1,157,785 | | |
| | | | 1,665,275 | 507,490 | 1,157,785 | **$ 1,157,785** | **Gibbons Creek - Keith Switch** |
| 350010030-1 | GIBBONS CREEK-SINGLETON TRANS LAND | 10/1/1983 | 399,784 | 0 | 399,784 | | |
| 354010341-1 | LATT STL STRUCT-GIBBONS CR SINGLETON | 10/1/1983 | 2,929,323 | 2,362,159 | 567,164 | | |
| 354010341-1 | GC-SINGLETON TRANS LINE RELOCATION | 9/30/2009 | 2,720,115 | 528,035 | 2,192,080 | | |
| 356010341-1 | CONDUCTORS/HDWE GC SINGELTON TAP | 10/1/1983 | 2,183,974 | 1,761,081 | 422,893 | | |
| 356010341-2 | Gibbons Creek Substation Upgrade | 6/10/2011 | 634,038 | 68,698 | 565,339 | | |
| | | | 8,867,233 | 4,719,973 | 4,147,260 | **$ 4,147,260** | **Gibbons Creek - Singleton Tap** |
| 350010014-1 | GIBBONS CREEK-TWIN OAK TRANS LAND | 10/1/1983 | 2,598,319 | 0 | 2,598,319 | | |
| 354010181-1 | LATT STL STRUCT-GIBBONS-TWIN OAK | 10/1/1983 | 3,672,544 | 2,961,424 | 711,120 | | |
| 354010181-2 | 345 kV Line LIDAR project | 5/31/2008 | 167,190 | 167,190 | 0 | | |
| 356010181-1 | CONDUCTORS/HDWE GIBBONS-TWIN OAK | 10/1/1983 | 12,294,598 | 9,913,976 | 2,380,621 | | |
| | | | 18,732,651 | 13,042,590 | 5,690,061 | $ 5,690,061 | Gibbons Creek - Twin Oak |
| | | | | Gibbons Creek to Jack Creek 55% | | **$ 3,129,533** | **Gibbons Creek - Jack Creek** |
| | | | | Jack Creek to Twin Oak 45% | | **$ 2,560,527** | **Jack Creek - Twin Oak** |
| 350010054-1 | GIBBONS CREEK SUB LAND | 10/1/1983 | 11,408 | 0 | 11,408 | | |
| 352010005-1 | MEGA WAREHOUSE | 10/1/1983 | 304,334 | 245,405 | 58,929 | | |
| 353010145-5 | GCSES Autotransformer | 10/1/2006 | 2,986,150 | 817,790 | 2,168,360 | | |
| 353010161-1 | GIBBONS CR SUB CIR. BRK. > OR = 345KV | 10/1/1983 | 554,637 | 447,197 | 107,440 | | |
| 353010161-2 | GIBBONS CR SUB CIR. BRK. > OR = 345KV | 10/1/1983 | 81,490 | 81,490 | 0 | | |
| 353010161-3 | GIBBONS CR SUB CIR. BRK. > OR = 345KV | 10/1/1983 | 192,059 | 192,059 | 0 | | |
| 353010161-4 | GIBBONS CR SUB CIR. BRK. > OR = 345KV | 10/1/1983 | 142,312 | 142,312 | 0 | | |
| 353010161-5 | METERING CT UPGRADE & ADDITIONS | 11/27/2006 | 3,037 | 3,037 | 0 | | |
| 353010162-1 | GIBBONS CR SUB CIR BRK <345KV | 10/1/1983 | 469,320 | 378,445 | 90,875 | | |
| 353010162-2 | Install Reactor Breakers at Gibbons Subs | 10/31/2004 | 125,940 | 125,940 | 0 | | |
| 353010162-3 | Replace w/ 9 138kV gas breakers | 9/30/2014 | 1,135,069 | 30,688 | 1,104,381 | | |
| 353010163-1 | GIBBONS CR SUB INSTRUMENTATION | 10/1/1983 | 999,978 | 806,351 | 193,627 | | |
| 353010163-2 | GIBBONS CR SUB INSTRUMENTATION | 10/1/1983 | 46,375 | 46,375 | 0 | | |
| 353010163-3 | RETROFIT FAULT RECORDERS | 4/30/2005 | 6,710 | 6,710 | 0 | | |
| 353010163-4 | PURCHASE RELAY TEST EQUIPMENT | 2/15/2007 | 54,005 | 54,005 | 0 | | |
| 353010163-5 | NODAL MARKET COMPLIANCE | 8/11/2008 | 89,723 | 89,723 | 0 | | |
| 353010163-5 | NODAL MARKET COMPLIANCE | 9/30/2009 | 6,162 | 6,162 | 0 | | |

**Texas Municipal Power Agency**
Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value | Asset Facility Net Book Value | Asset Facility |
|---|---|---|---|---|---|---|---|
| 353010163-6 | NODAL MARKET COMPLIANCE | 9/30/2011 | 364 | 38 | 326 | | |
| 353010163-7 | CCVT & PT REPLACEMENT - FY07 | 9/30/2012 | 236,157 | 18,185 | 217,973 | | |
| 353010164-1 | GIBBONS CR SUB SWITCHING APPAR | 10/1/1983 | 347,758 | 280,421 | 67,337 | | |
| 353010164-2 | GIBBONS CREEK SUB-BREAKER ADDITION | 5/24/2007 | 1,807,149 | 506,906 | 1,300,243 | | |
| 353010164-3 | Gibbons Creek breakers for Autotransform | 2/28/2010 | 1,050,335 | 185,562 | 864,772 | | |
| 353010165-1 | GIBBONS CR SUB TRANSFORMERS | 10/1/1983 | 2,727,933 | 2,178,827 | 549,106 | | |
| 353010165-1 | Installation costs - spare transformer | 7/31/2012 | 212,733 | 17,284 | 195,449 | | |
| 353010165-2 | GIBBON CREEK SWITCHYARD AUTOTRANSFORMER | 10/30/2003 | 2,904,115 | 1,115,914 | 1,788,201 | | |
| 353010165-3 | Upgrade of SMIT Autotransformer | 8/25/2005 | 112,759 | 112,759 | 0 | | |
| 353010165-3 | Upgrade SMIT Autotransformer | 8/25/2005 | 42,191 | 14,103 | 28,088 | | |
| 353010165-4 | HOG CREEK - BACKUP POWER SOURCE | 9/30/2009 | 469,494 | 91,139 | 378,355 | | |
| 353010165-4 | HOG CREEK - BACKUP POWER SOURCE | 9/30/2011 | 3,392 | 353 | 3,039 | | |
| 353010165-5 | 138/69 kV AUTOTRANSFORMER | 9/30/2009 | 1,979,354 | 384,237 | 1,595,117 | | |
| 353010165-5 | 138/69 kV AUTOTRANSFORMER | 9/30/2011 | 69,623 | 7,247 | 62,376 | | |
| 353010166-1 | GIBBONS CR SUB STRUCTURES | 10/1/1983 | 2,135,352 | 1,721,880 | 413,471 | | |
| 353010166-2 | Gibbons Creek Dirt work and fencing | 5/31/2008 | 63,276 | 63,276 | 0 | | |
| 353010166-3 | Gibbons Creek Substation Upgrade | 6/10/2011 | 59,490 | 6,446 | 53,044 | | |
| 353010167-1 | GIBBONS CR SUB GROUNDING SYSTEMS | 10/1/1983 | 869,394 | 701,052 | 168,342 | | |
| 353010168-1 | GIBBONS CR SUB CONTROL HOUSE | 10/1/1983 | 631,454 | 509,185 | 122,269 | | |
| 353010168-2 | GIBBONS CR SUB CONTROL HOUSE | 10/1/1983 | 70,369 | 70,369 | 0 | | |
| 353010168-3 | GCSW CARRIER RELAY UPGRADE-O'BRIEN LINE | 9/30/2009 | 180,547 | 180,547 | 0 | | |
| 353010168-4 | Gibbons Creek Substation Upgrade | 6/10/2011 | 3,538,581 | 383,407 | 3,155,174 | | |
| 353010168-4 | Gibbons Creek Substation Upgrade | 3/31/2012 | 844,170 | 75,634 | 768,536 | | |
| 353010169-1 | GIBBONS CR SUB MISC EQUIPMENT | 10/1/1983 | 855,606 | 689,943 | 165,663 | | |
| 353010169-2 | PURCHASE & INSTALL INFRARED CAMERA | 12/31/2006 | 33,019 | 33,019 | 0 | | |
| 353010169-3 | Gibbons Creek Sub: Replace 22 kV reactor | 1/31/2007 | 171,195 | 49,765 | 121,430 | | |
| 353010169-4 | Relay Coordination Study - South System | 7/31/2008 | 125,537 | 125,537 | 0 | | |
| 353010169-5 | NORTH SYSTEM RELAY STUDY & SOFTWARE | 9/30/2011 | 195,796 | 20,381 | 175,414 | | |
| 353010169-6 | Gibbons Creek Substation roads/trails | 6/10/2011 | 636,008 | 68,912 | 567,096 | | |
| 353010169-6 | Gibbons Creek Substation Upgrade | 6/10/2011 | 2,729,413 | 295,733 | 2,433,680 | | |
| 353010161.6 | GCSW Sub Cir Brk/Switches >or= 345kV | 7/15/2015 | 4,516,931 | 28,443 | 4,488,488 | | |
| 353010168.5 | GCSW Sub Relay Panel | 10/3/2014 | 55,459 | 1,386 | 54,074 | | |
| 353010169.7 | GCSW Sub Misc Equipment | 7/15/2015 | 221,051 | 1,392 | 219,659 | | |
| | | | 37,104,715 | 13,412,971 | 23,691,744 | **$ 23,691,744** | **Gibbons Creek Sub** |
| 353010072-2 | REPL 12 kV BREAKERS & RELAYING-HOG CREEK | 4/24/2007 | 94,190 | 94,190 | 0 | | |
| T14002 | Hog Creek Replacement Transformer (FERC 106) | | 452,171 | 929 | 451,242 | | |
| | | | 546,361 | 95,119 | 451,242 | **$ 451,242** | **Hog Creek Sub** |
| 350010049-1 | Jack Creek Substation Land | 8/31/2010 | 161,811 | 0 | 161,811 | | |
| 353010070-1 | JACK CREEK SUBSTATION | 3/31/2008 | 12,970,967 | 3,298,800 | 9,672,168 | | |
| 353010070-2 | Jack Creek Sub - New substation | 9/30/2012 | 334,516 | 26,569 | 307,947 | | |
| | | | 13,467,294 | 3,325,369 | 10,141,925 | **$ 10,141,925** | **Jack Creek Sub** |
| 350010038-1 | TWIN OAK-LAKE CREEK/JEWETT LAND | 10/1/1983 | 102,239 | 0 | 102,239 | | |
| 354010381-1 | LATT STL STRUCT-TWIN OAK/LAKE CR JEW. | 10/1/1983 | 159,278 | 128,437 | 30,841 | | |
| 356010381-1 | CONDUCT/HDWE TWIN OAK-LK CRK JEWETT | 10/1/1983 | 142,010 | 114,513 | 27,498 | | |
| | | | 403,528 | 242,950 | 160,578 | **$ 160,578** | **Twin Oak - Lake Creek/Jewett** |
| | Miscellaneous | | 1,288,076 | 856,976 | 431,100 | | |
| | | | 1,288,076 | 856,976 | 431,100 | **$ 431,100** | **Miscellaneous** |
| | **Sub-Total** | | **101,695,602** | **46,522,943** | **55,172,659** | | |
| **Location: Denton** | | | | | | | |
| 353010269-1 | DENTON AIRPORT | 10/1/1983 | 173,132 | 139,608 | 33,524 | | |
| | | | 173,132 | 139,608 | 33,524 | **$ 33,524** | **Denton Airport Sub** |
| 350010048-1 | DENTON ARCO SUBSTATION LAND | 10/1/1983 | 196,948 | 0 | 196,948 | | |
| 353010102-1 | DENTON ARCO SUB CIR. BRK. <345KV | 10/1/1983 | 253,742 | 204,610 | 49,132 | | |
| 353010102-2 | Denton Arco - repl 3 138kV breakers | 7/31/2008 | 399,671 | 399,671 | 0 | | |
| 353010103-1 | DENTON ARCO SUB INSTRUMENTATION | 10/1/1983 | 137,214 | 110,645 | 26,569 | | |
| 353010103-2 | CCVT & PT REPLACEMENT - FY08 | 9/30/2012 | 50,686 | 3,903 | 46,783 | | |
| 353010104-1 | DENTON ARCO SUB SWITCHING APPAR. | 10/1/1983 | 42,219 | 34,044 | 8,175 | | |
| 353010105-1 | DENTON ARCO SUB TRANSFORMERS | 10/1/1983 | 633,298 | 510,672 | 122,627 | | |
| 353010106-1 | DENTON ARCO SUB STRUCTURES | 10/1/1983 | 358,869 | 289,381 | 69,488 | | |
| 353010107-1 | DENTON ARCO SUB GROUNDING SYSTEMS | 10/1/1983 | 10,555 | 8,512 | 2,044 | | |
| 353010108-1 | DENTON ARCO SUB CONTROL HOUSE | 10/1/1983 | 168,880 | 136,179 | 32,700 | | |
| 353010108-2 | DENTON ARCO SUB CONTROL HOUSE | 10/1/1983 | 17,627 | 17,627 | 0 | | |
| 353010109-1 | DENTON ARCO SUB MISC EQUIPMENT | 10/1/1983 | 42,219 | 34,044 | 8,175 | | |
| | | | 2,311,929 | 1,749,287 | 562,642 | **$ 562,642** | **Denton Arco Sub** |

**Texas Municipal Power Agency**
Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value | Asset Facility Net Book Value | Asset Facility |
|---|---|---|---|---|---|---|---|
| 350010004-1 | DENTON STEAM-CORINTH TRANS LAND | 10/1/1983 | 1,760 | 0 | 1,760 | | |
| 355010091-1 | TUBULAR STEEL STRUCTURE | 10/1/1983 | 93,243 | 75,189 | 18,055 | | |
| 356010091-1 | CONDUCTORS/HDWE DENTON STM-CORINTH | 10/1/1983 | 98,975 | 79,810 | 19,165 | | |
| | | | 193,979 | 154,999 | 38,980 | **$ 38,980** | **Denton Steam - Corinth** |
| 353010082-1 | DENTON STM PLNT SUB CIR. BRK. <345KV | 10/1/1983 | 632,074 | 509,685 | 122,389 | | |
| 353010083-1 | DENTON STM PLNT SUB INSTRUMENTATION | 10/1/1983 | 36,871 | 29,731 | 7,139 | | |
| 353010083-2 | CCVT & PT REPLACEMENT - FY08 | 9/30/2012 | 50,686 | 3,903 | 46,783 | | |
| 353010084-1 | DENTON STM PLNT SUB SWITCHING APPAR. | 10/1/1983 | 92,704 | 74,754 | 17,950 | | |
| 353010085-1 | DENTON STM PLNT SUB TRANSFORMERS | 10/1/1983 | 1,415,845 | 1,141,693 | 274,152 | | |
| 353010086-1 | DENTON STM PLNT SUB STRUCTURES | 10/1/1983 | 802,733 | 647,299 | 155,434 | | |
| 353010087-1 | DENTON STM PLNT SUB GROUNDING SYST | 10/1/1983 | 23,598 | 19,028 | 4,569 | | |
| 353010088-1 | DENTON STM PLNT SUB CONTROL HOUSE | 10/1/1983 | 379,244 | 305,811 | 73,434 | | |
| 353010089-1 | DENTON STM PLNT SUB MISC EQUIPMENT | 10/1/1983 | 75,204 | 60,640 | 14,564 | | |
| 353010089.2 | Denton Steam Sub Misc Equip line switch | 9/1/2014 | 42,723 | 1,155 | 41,567 | | |
| | | | 3,551,682 | 2,793,699 | 757,984 | **$ 757,984** | **Denton Steam Sub** |
| 350010012-1 | DENTON STEAM PLANT-ARCO TRANS LAND | 10/1/1983 | 171,142 | 0 | 171,142 | | |
| 355010161-1 | TUBE STL STRUCT-DENTON STEAM PL/ARCO | 10/1/1983 | 829,051 | 668,521 | 160,530 | | |
| 356010161-1 | CONDUCTORS/HDWE DENTON STM-ARCO | 10/1/1983 | 347,035 | 279,838 | 67,197 | | |
| | | | 1,347,228 | 948,359 | 398,869 | **$ 398,869** | **Denton Steam - Arco** |
| 350010018-1 | NORTH DENTON-ARCO TRANS LAND | 10/1/1983 | 1,039,524 | 0 | 1,039,524 | | |
| 355010061-1 | TUBE STL STRUCT-N DENTON-ARCO | 10/1/1983 | 927,912 | 748,239 | 179,673 | | |
| 356010061-1 | CONDUCTORS/HDWE N DENTON-ARCO | 10/1/1983 | 376,772 | 303,817 | 72,955 | | |
| | | | 2,344,208 | 1,052,056 | 1,292,152 | **$ 1,292,152** | **North Denton - Arco** |
| 350010050-1 | NORTH DENTON SUB LAND | 10/1/1983 | 11,398 | 0 | 11,398 | | |
| 353010122-1 | NORTH DENTON SUB CIR. BRK <345KV | 10/1/1983 | 334,998 | 270,138 | 64,860 | | |
| 353010122-3 | N DENTON SUB: REPLACE 3 138 BREAKERS | 12/31/2006 | 239,752 | 239,752 | 0 | | |
| 353010122-4 | NORTH DENTON SUB-BEPC INTERCONNECTS | 4/24/2007 | 444,699 | 124,629 | 320,069 | | |
| 353010122-5 | NORTH DENTON SUB-DME TRANSF INTERCONNECT | 4/24/2007 | 218,799 | 61,320 | 157,480 | | |
| 353010122-6 | North Denton Sub: Replace 138 kV breaker | 1/5/2008 | 108,482 | 108,482 | 0 | | |
| 353010123-1 | NORTH DENTON SUB INSTRUMENTATION | 10/1/1983 | 227,663 | 183,581 | 44,083 | | |
| 353010124-1 | NORTH DENTON SUB SWITCHING APPAR. | 10/1/1983 | 79,682 | 64,253 | 15,429 | | |
| 353010125-1 | NORTH DENTON SUB TRANSFORMERS | 10/1/1983 | 1,202,062 | 969,305 | 232,757 | | |
| 353010126-1 | NORTH DENTON SUB STRUCTURES | 10/1/1983 | 744,050 | 599,978 | 144,072 | | |
| 353010127-1 | NORTH DENTON SUB GROUNDING SYST | 10/1/1983 | 20,034 | 16,155 | 3,879 | | |
| 353010128-1 | NORTH DENTON SUB CONTROL HOUSE | 10/1/1983 | 321,005 | 258,849 | 62,157 | | |
| 353010128-2 | NORTH DENTON SUB CONTROL HOUSE | 10/1/1983 | 36,641 | 36,641 | 0 | | |
| 353010128-3 | Power Line Equipment Upgrade-5 locations | 7/31/2008 | 21,738 | 21,738 | 0 | | |
| 353010128-4 | Denton Relay Panel Replacements | 9/30/2012 | 953 | 73 | 879 | | |
| 353010128-4 | Denton Relay Panel Rplacements | 9/30/2012 | 169,810 | 13,076 | 156,735 | | |
| 353010129-1 | NORTH DENTON SUB MISC EQUIPMENT | 10/1/1983 | 79,682 | 64,253 | 15,429 | | |
| | | | 4,261,448 | 3,032,222 | 1,229,226 | **$ 1,229,226** | **North Denton Sub** |
| 350010040-1 | WEST CAROLTON-ROANOKE TRANS LAND | 10/1/1983 | 3,691,881 | 0 | 3,691,881 | | |
| 354010401-1 | LATT STL STRUCT-WEST CAROLTON-ROAN. | 10/1/1983 | 3,206,231 | 2,585,404 | 620,827 | | |
| 356010401-1 | CONDUCTORS/HDWE W CAROLTON-ROAN. | 10/1/1983 | 2,248,331 | 1,812,983 | 435,348 | | |
| | | | 9,146,443 | 4,398,387 | 4,748,056 | **$ 4,748,056** | **Roanoke - Carolton** |
| 350010022-1 | ROANOKE-WEST DENTON TRANS LAND | 10/1/1983 | 1,495,040 | 0 | 1,495,040 | | |
| 350010022-2 | Roanoke Tap to W Denton Right of Way | 12/1/2010 | 11,000 | 0 | 11,000 | | |
| 354010241-1 | LATT STL STRUCT-WEST DENTON/ROANOKE | 10/1/1983 | 1,600,771 | 1,290,812 | 309,960 | | |
| 354010241-2 | Roanoke to W Denton Lattice Steel Struct | 12/1/2010 | 1,104,519 | 133,434 | 971,085 | | |
| 355010621-1 | Roanoke to W Denton Tubular Steel Struct | 12/1/2010 | 494,256 | 59,710 | 434,546 | | |
| 356010241-1 | CONDUCTORS/HDWE W DENTON-ROANOKE | 10/1/1983 | 1,646,404 | 1,327,608 | 318,796 | | |
| 356010241-2 | Roanoke to W Denton Conductor Hardware | 12/1/2010 | 3,692,310 | 446,059 | 3,246,250 | | |
| | | | 10,044,300 | 3,257,623 | 6,786,677 | **$ 6,786,677** | **Roanoke - West Denton** |
| 350010036-1 | WEST DENTON-DENTON STEAM LAND | 10/1/1983 | 839,364 | 0 | 839,364 | | |
| 355010321-1 | TUBE STL STR-WEST DENTON-DENTON STM | 10/1/1983 | 1,339,689 | 1,080,276 | 259,412 | | |
| 355010321-2 | Denton West to Denton Steam poles | 5/18/2013 | 2,089,132 | 126,263 | 1,962,869 | | |
| 356010321-1 | CONDUCTORS/HDWE W DENTON-DENT STM | 10/1/1983 | 235,782 | 190,123 | 45,660 | | |
| 356010321-2 | West Denton to Denton Steam PJ# T12001 | 9/30/2012 | 664,043 | 51,133 | 612,910 | | |
| 356010321-3 | Denton West to Denton Steam conductors | 5/18/2013 | 520,696 | 31,470 | 489,226 | | |
| 356010064.1 | West Denton - Fort Worth Line Conductors | 9/1/2014 | 687,804 | 18,596 | 669,208 | | |
| 356010065.1 | Fort Worth - Teasley line Conductors | 9/1/2014 | 682,388 | 18,449 | 663,939 | | |
| | | | 7,058,897 | 1,516,309 | 5,542,587 | **$ 5,542,587** | **West Denton - Denton Steam** |

**Texas Municipal Power Agency**
Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value | | Asset Facility Net Book Value | Asset Facility |
|---|---|---|---|---|---|---|---|---|
| 350010020-1 | WEST DENTON-NORTH DENTON LAND | 10/1/1983 | 856,151 | 0 | 856,151 | | | |
| 355010071-1 | TUBE STL STRUCT-N DENTON/WEST DENT | 10/1/1983 | 1,258,659 | 1,014,930 | 243,729 | | | |
| 355010071-2 | WEST DENTON-REROUTE 138 kV LINE | 9/30/2009 | 734,501 | 142,583 | 591,918 | | | |
| 355010071-3 | West Denton Reroute 138 kV line exits | 2/28/2010 | 2,719 | 480 | 2,238 | | | |
| 355010071-4 | West Denton Re-Route 138 kV Line Exits | 2/28/2010 | 16,427 | 2,325 | 14,102 | | | |
| 355010071-5 | Denton West to Denton North poles | 5/18/2013 | 4,588,057 | 277,293 | 4,310,764 | | | |
| 356010071-2 | West Denton to North Denton - PJ# T12001 | 9/30/2012 | 531,048 | 40,892 | 490,156 | | | |
| 356010071-3 | Denton West to Denton North conductors | 5/18/2013 | 941,303 | 56,891 | 884,412 | | | |
| 356010062.1 | Jim Christal-North Denton line Conductor | 9/1/2014 | 1,099,963 | 29,739 | 1,070,224 | | | |
| 356010063.1 | West Denton-Jim Christal line Conductors | 9/1/2014 | 565,104 | 15,278 | 549,826 | | | |
| | | | 10,593,931 | 1,580,411 | 9,013,520 | **$** | **9,013,520** | **West Denton - North Denton** |
| 350010052-1 | WEST DENTON SUB LAND | 10/1/1983 | 5,557 | 0 | 5,557 | | | |
| 353010141-1 | WEST DENTON SUB CIR. BRK. > OR = 345KV | 10/1/1983 | 1,334,496 | 1,076,095 | 258,400 | | | |
| 353010141-2 | W DENTON 345 TERMINAL FOR JACKSBORO LINE | 12/31/2006 | 100,000 | 100,000 | 0 | | | |
| 353010141-3 | WEST DENTON SUB- 345 EXPANSION | 6/28/2007 | 3,604,364 | 998,604 | 2,605,760 | | | |
| 353010141-3 | West Denton Sub: 345 kV Expansion | 5/31/2008 | 662,835 | 162,456 | 500,379 | | | |
| 353010142-1 | WEST DENTON SUB CIR. BRK <345KV | 10/1/1983 | 717,291 | 578,401 | 138,890 | | | |
| 353010143-1 | WEST DENTON SUB INSTRUMENTATION | 10/1/1983 | 250,217 | 201,767 | 48,450 | | | |
| 353010143-2 | WEST DENTON SUB INSTRUMENTATION | 10/1/1983 | 243,747 | 243,747 | 0 | | | |
| 353010143-3 | CCVT & PT REPLACEMENT - WEST DENTON | 9/30/2013 | 5,465 | 284 | 5,181 | | | |
| 353010144-1 | WEST DENTON SUB SWITCHING APPAR. | 10/1/1983 | 779,012 | 628,170 | 150,841 | | | |
| 353010145-2 | WEST DENTON TRANSFORMER #1 | 10/1/2004 | 397,765 | 129,754 | 268,012 | | | |
| 353010145-3 | WEST DENTON TRANSFORMER #2 | 10/1/2004 | 2,511,639 | 819,312 | 1,692,327 | | | |
| 353010146-1 | WEST DENTON SUB STRUCTURES | 10/1/1983 | 750,653 | 605,303 | 145,350 | | | |
| 353010147-1 | WEST DENTON SUB GROUNDING SYST | 10/1/1983 | 20,017 | 16,141 | 3,876 | | | |
| 353010148-1 | WEST DENTON SUB CONTROL HOUSE | 10/1/1983 | 333,624 | 269,024 | 64,600 | | | |
| 353010148-2 | WEST DENTON SUB CONTROL HOUSE | 10/1/1983 | 21,620 | 21,620 | 0 | | | |
| 353010148-3 | WEST DENTON SUB: 138 kV EXPANSION | 9/30/2009 | 968,284 | 187,965 | 780,319 | | | |
| 353010148-3 | WEST DENTON SUB 138 kV EXPANSION | 9/30/2011 | 5,196 | 541 | 4,655 | | | |
| 353010148-4 | West Denton Sub 138 kV Expansion | 2/28/2010 | 19,075 | 3,370 | 15,705 | | | |
| 353010148-5 | Denton Relay Panel Replacements | 9/30/2012 | 953 | 73 | 879 | | | |
| 353010148-5 | Denton Relay Panel Replacements | 9/30/2012 | 169,810 | 13,076 | 156,735 | | | |
| 353010149-1 | WEST DENTON SUB MISC EQUIPMENT | 10/1/1983 | 110,096 | 88,778 | 21,318 | | | |
| 353010149-2 | NERC SUBSTATION SECURITY | 4/10/2007 | 34,775 | 34,775 | 0 | | | |
| | | | 13,046,493 | 6,179,258 | 6,867,235 | **$** | **6,867,235** | **West Denton Sub** |
| | Miscellaneous | | 877,002 | 583,482 | 293,520 | | | |
| | | | 877,002 | 583,482 | 293,520 | **$** | **293,520** | **Miscellaneous** |
| | **Sub-Total** | | **64,950,671** | **27,385,701** | **37,564,970** | | | |
| **Location: Garland** | | | | | | | | |
| 350010028-1 | BEN DAVIS-APOLLO, OLINGER LAND | 10/1/1983 | 1,239 | 0 | 1,239 | | | |
| 355010301-1 | TUBE STL STR-BEN DAVIS-APOLLO OLINGER | 10/1/1983 | 169,693 | 136,835 | 32,858 | | | |
| 356010301-1 | CONDUCT/HDWE BEN DAVIS-APOLLO OLING | 10/1/1983 | 161,163 | 129,957 | 31,206 | | | |
| | | | 332,095 | 266,792 | 65,303 | **$** | **65,303** | **Ben Davis - Apollo Olinger** |
| 350010024-1 | BEN-DAVIS MCCREE TRANSMISSION LAND | 10/1/1983 | 2,712,544 | 0 | 2,712,544 | | | |
| 353010421-1 | BEN DAVIS-MCCREE 138 LINE REROUTE | 3/31/2007 | 403,720 | 115,758 | 287,962 | | | |
| 355010421-1 | TUBE STL STR-BEN DAVIS-MCCREE | 10/1/1983 | 3,756,688 | 3,029,275 | 727,413 | | | |
| 355010421-2 | TUBE STL STR-BEN DAVIS-MCCREE | 3/31/2002 | 168,089 | 71,869 | 96,220 | | | |
| 355010421-3 | TUBE STL STR-BEN DAVIS-MCCREE | 3/31/2002 | 32,586 | 13,933 | 18,653 | | | |
| 356010421-1 | CONDUCTORS/HDWE BEN DAVIS/MCCREE | 10/1/1983 | 940,042 | 758,020 | 182,022 | | | |
| 356010421-2 | CONDUCTORS/HDWE BEN DAVIS/MCCREE | 3/31/2002 | 759,335 | 328,324 | 431,011 | | | |
| 356010421-3 | CONDUCTORS/HDWE BEN DAVIS/MCCREE | 3/31/2002 | 32,586 | 13,933 | 18,653 | | | |
| | | | 8,805,591 | 4,331,112 | 4,474,479 | **$** | **4,474,479** | **Ben Davis - McCree** |
| 350010034-1 | BEN-DAVIS OLINGER TRANS LAND | 10/1/1983 | 16,229 | 0 | 16,229 | | | |
| 355010261-1 | TUBE STL STR-BEN DAVIS/OLINGER | 10/1/1983 | 92,371 | 74,485 | 17,886 | | | |
| 356010261-1 | CONDUCTORS/HDWE BEN DAVIS-OLINGER | 10/1/1983 | 32,670 | 26,344 | 6,326 | | | |
| | | | 141,270 | 100,829 | 40,441 | **$** | **40,441** | **Ben Davis - Olinger** |
| 350010026-1 | BEN-DAVIS WYNN JOYCE TRANS LAND | 10/1/1983 | 34,498 | 0 | 34,498 | | | |
| 355010281-1 | TUBE STL STR-BEN DAV/WYNN/JOYCE/OLG | 10/1/1983 | 856,226 | 690,433 | 165,792 | | | |
| 356010281-1 | CONDUCTORS/HDWE BEN DAVIS-WYNN JYC | 10/1/1983 | 57,525 | 46,386 | 11,139 | | | |
| | | | 948,248 | 736,819 | 211,429 | **$** | **211,429** | **Ben Davis - Wynn Joyce** |

**Texas Municipal Power Agency**
Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value | Asset Facility Net Book Value | Asset Facility |
|---|---|---|---|---|---|---|---|
| 353010091-1 | GARL/BEN DAVIS SUB CIR. BRK >345KV | 10/1/1983 | 2,802,787 | 2,260,079 | 542,708 | | |
| 353010091-2 | GARL/BEN DAVIS SUB CIR. BRK >345KV | 3/31/2002 | 714,633 | 308,995 | 405,638 | | |
| 353010091-3 | GARL/BEN DAVIS SUB CIR. BRK >345KV | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010092-1 | GARL/BEN DAVIS SUB CIR. BRK <345KV | 10/1/1983 | 1,121,422 | 904,279 | 217,143 | | |
| 353010092-2 | BEN DAVIS BREAKERS | 9/30/2008 | 1,407,673 | 327,595 | 1,080,077 | | |
| 353010092-2 | BEN DAVIS BREAKERS | 9/30/2009 | 863,634 | 167,651 | 695,983 | | |
| 353010-092-2 | BEN DAVIS BREAKERS | 11/15/2010 | 906,736 | 111,403 | 795,334 | | |
| 353010093-1 | GARL/BEN DAVIS SUB INSTRUMENTATION | 10/1/1983 | 508,816 | 410,293 | 98,523 | | |
| 353010093-10 | BEN DAVIS SUB: REPL LINE RELAY | 9/30/2009 | 332,308 | 332,308 | 0 | | |
| 353010093-2 | GARL/BEN DAVIS SUB INSTRUMENTATION | 10/1/1983 | 93,012 | 59,489 | 33,523 | | |
| 353010093-3 | GARL/BEN DAVIS SUB INSTRUMENTATION | 3/31/2002 | 146,370 | 62,583 | 83,787 | | |
| 353010093-4 | GARL/BEN DAVIS SUB INSTRUMENTATION | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010093-5 | GARL/BEN DAVIS SUB INSTRUMENTATION | 10/1/1983 | 375,231 | 375,231 | 0 | | |
| 353010093-6 | GARL/BEN DAVIS SUB INSTRUMENTATION | 10/1/1983 | 54,245 | 54,245 | 0 | | |
| 3530100936-5 | BEN DAVIS SUB: 345 EXPANSION | 3/31/2007 | 2,462,268 | 704,307 | 1,757,961 | | |
| 353010093-7 | RETROFIT FAULT RECORDERS | 4/30/2005 | 6,710 | 6,710 | 0 | | |
| 353010093-9 | CCVT & PT REPLACEMENT | 9/30/2008 | 148,311 | 34,176 | 114,135 | | |
| 353010094-1 | GARL/BEN DAVIS SUB SWITCHING APPAR | 10/1/1983 | 193,196 | 155,788 | 37,409 | | |
| 353010094-2 | GARL/BEN DAVIS SUB SWITCHING APPAR | 3/31/2002 | 530,416 | 229,343 | 301,073 | | |
| 353010094-3 | GARL/BEN DAVIS SUB SWITCHING APPAR | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010095-1 | GARL/BEN DAVIS SUB TRANSFORMERS | 10/1/1983 | 2,890,707 | 2,330,975 | 559,732 | | |
| 353010095-2 | GARL/BEN DAVIS SUB TRANSFORMERS | 3/31/2002 | 21,824 | 9,331 | 12,493 | | |
| 353010095-3 | GARL/BEN DAVIS SUB TRANSFORMERS | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010095-4 | Garland Transformer | 9/30/2006 | 2,420,863 | 2,420,863 | 0 | | |
| 353010095-4 | Garland Transformer | 5/29/2007 | 417 | 417 | 0 | | |
| 353010096-1 | GARL/BEN DAVIS SUB STRUCTURES | 10/1/1983 | 1,709,920 | 1,378,826 | 331,094 | | |
| 353010096-2 | GARL/BEN DAVIS SUB STRUCTURES | 3/31/2002 | 429,728 | 185,807 | 243,921 | | |
| 353010096-3 | GARL/BEN DAVIS SUB STRUCTURES | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010096-4 | BEN DAVIS CAPACITOR RELAYING | 12/31/2006 | 58,086 | 17,044 | 41,041 | | |
| 353010097-1 | GARL/BEN DAVIS SUB GROUNDING SYST | 10/1/1983 | 115,509 | 93,142 | 22,366 | | |
| 353010097-2 | GARL/BEN DAVIS SUB GROUNDING SYST | 3/31/2002 | 78,728 | 33,662 | 45,066 | | |
| 353010097-3 | GARL/BEN DAVIS SUB GROUNDING SYST | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010098-1 | GARL/BEN DAVIS SUB CONTROL HOUSE | 10/1/1983 | 740,451 | 597,076 | 143,375 | | |
| 353010098-2 | GARL/BEN DAVIS SUB CONTROL HOUSE | 3/31/2002 | 205,988 | 88,074 | 117,914 | | |
| 353010098-3 | GARL/BEN DAVIS SUB CONTROL HOUSE | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010099-1 | GARL/BEN DAVIS SUB MISC EQUIPMENT | 10/1/1983 | 211,311 | 170,394 | 40,916 | | |
| 353010099-2 | GARL/BEN DAVIS SUB MISC EQUIPMENT | 3/31/2002 | 4,351 | 1,860 | 2,491 | | |
| 353010099-3 | GARL/BEN DAVIS SUB MISC EQUIPMENT | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010099-4 | NERC SUBSTATION SECURITY | 4/10/2007 | 34,775 | 34,775 | 0 | | |
| | | | 21,851,115 | 13,978,185 | 7,872,930 | **$ 7,872,930** | **Ben Davis Sub** |
| 353010289-1 | MCCREE SUB - INSTALL CAPACITORS | 6/1/2007 | 312,997 | 86,717 | 226,280 | | |
| 353010289-1 | McCree - Install Capacitors | 5/31/2008 | 75,067 | 18,398 | 56,669 | | |
| 353010401-1 | MCCREE/CENTV SUB CIR BRK >345KV | 3/31/2002 | 819,942 | 354,529 | 465,413 | | |
| 353010401-2 | MCCREE/CENTV SUB CIR BRK >345KV | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010402-1 | MCCREE/CENTV SUB CIR BRK <345KV | 3/31/2002 | 86,457 | 36,966 | 49,491 | | |
| 353010402-2 | MCCREE/CENTV SUB CIR BRK <345KV | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010403-1 | MCCREE/CENTV SUB INSTRUMENTATION | 3/31/2002 | 247,164 | 106,870 | 140,294 | | |
| 353010403-2 | MCCREE/CENTV SUB INSTRUMENTATION | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010404-1 | MCCREE/CENTV SUB SWITCHING APPAR | 3/31/2002 | 728,142 | 314,837 | 413,305 | | |
| 353010404-2 | MCCREE/CENTV SUB SWITCHING APPAR | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010405-1 | MCCREE/CENTV SUB TRANSFORMERS | 3/31/2002 | 2,369,290 | 1,024,442 | 1,344,848 | | |
| 353010405-2 | MCCREE/CENTV SUB TRANSFORMERS | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010406-1 | MCCREE/CENTV SUB STRUCTURES | 3/31/2002 | 710,978 | 307,415 | 403,563 | | |
| 353010406-2 | MCCREE/CENTV SUB STRUCTURES | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010407-1 | MCCREE/CENTV SUB GROUNDING SYST | 3/31/2002 | 136,074 | 58,181 | 77,893 | | |
| 353010407-2 | MCCREE/CENTV SUB GROUNDING SYST | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010408-1 | MCCREE/CENTV SUB CONTROL HOUSE | 3/31/2002 | 781,045 | 337,711 | 443,334 | | |
| 353010408-2 | MCCREE/CENTV SUB CONTROL HOUSE | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 353010409-1 | MCCREE/CENTV SUB MISC EQUIPMENT | 3/31/2002 | 95,349 | 40,768 | 54,581 | | |
| 353010409-2 | MCCREE/CENTV SUB MISC EQUIPMENT | 3/31/2002 | 32,586 | 13,933 | 18,654 | | |
| 353010409-3 | McCree Centerville-Rate Funded | 9/20/2005 | 125,089 | 125,089 | 0 | | |
| 353010409-4 | NERC SUBSTATION SECURITY | 4/10/2007 | 33,596 | 33,596 | 0 | | |
| | | | 6,814,466 | 2,970,914 | 3,843,552 | **$ 3,843,552** | **McCree Sub** |
| 355010521-1 | TUBE STL STR-MCCREE CENTERVILLE | 3/31/2002 | 1,836,497 | 794,071 | 1,042,426 | | |
| 355010521-2 | TUBE STL STR-MCCREE CENTERVILLE | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| 356010521-1 | CONDUCT/HDWE MCCREE/CENTERVILLE | 3/31/2002 | 664,740 | 287,423 | 377,317 | | |
| 356010521-2 | CONDUCT/HDWE MCCREE/CENTERVILLE | 3/31/2002 | 32,586 | 13,933 | 18,653 | | |
| | | | 2,566,410 | 1,109,359 | 1,457,050 | **$ 1,457,050** | **McCree - Centerville** |

**Texas Municipal Power Agency**
Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value | Asset Facility Net Book Value | Asset Facility |
|---|---|---|---|---|---|---|---|
| 353010042-1 | GARL./OLING SUB CIR.BREAKERS <345KV | 10/1/1983 | 86,069 | 69,404 | 16,666 | | |
| 353010043-1 | GARL/OLING SUB INSTRUMENTATION | 10/1/1983 | 19,673 | 15,864 | 3,809 | | |
| 353010044-1 | GARL/OLING SUB SWITCHING APPAR. | 10/1/1983 | 29,510 | 23,796 | 5,714 | | |
| 353010046-1 | GARLAND/OLINGER SUB STRUCTURES | 10/1/1983 | 68,855 | 55,523 | 13,333 | | |
| 353010048-1 | GARL/OLING SUB CONTROL HOUSE | 10/1/1983 | 22,132 | 17,846 | 4,285 | | |
| 353010049-1 | GARL/OLING SUB MISC EQUIPMENT | 10/1/1983 | 4,918 | 3,966 | 952 | | |
| 353010069-2 | OLINGER 138 kV BREAKER 8050 REPLACEMENT | 9/30/2009 | 184,422 | 35,800 | 148,622 | | |
| 353010069-2 | OLINGER 138 kV BREAKER REPLACEMENT | 9/30/2011 | 4,058 | 422 | 3,635 | | |
| | | | 419,637 | 222,621 | 197,016 | **$ 197,016** | **Olinger Sub** |
| 350010016-1 | BEN DAVIS-ROYSE/ROYSE ALLEN LAND | 10/1/1983 | 788,384 | 0 | 788,384 | | |
| 354010030-1 | BEN DAVIS-ROYSE 138 kV UPGRADE | 11/20/2006 | 2,556,604 | 768,523 | 1,788,081 | | |
| 354010030-1 | Ben Davis-Royse 138 kV line rebuild | 5/31/2008 | 2,838 | 706 | 2,132 | | |
| 354010030-1 | BEN DAVIS-ROYSE 138 kV LINE REBUILD | 3/31/2010 | 187 | 33 | 154 | | |
| 354010031-1 | LATT STL STRUCT-BEN DAV/ROYSE/R ALLEN | 10/1/1983 | 3,164,329 | 2,604,918 | 559,411 | | |
| 355010031-1 | TUBE STL STRUCT-BEN DAVIS/ROYSE/R ALN | 10/1/1983 | 628,395 | 506,718 | 121,677 | | |
| 356010030-1 | BEN DAVIS-ROYSE 138 kV UPGRADE | 11/20/2006 | 2,556,604 | 768,523 | 1,788,081 | | |
| 356010031-1 | CONDUCTORS/HDWE BEN DAVIS/ROYSE/AL | 10/1/1983 | 1,229,358 | 991,293 | 238,065 | | |
| | | | 10,926,699 | 5,640,713 | 5,285,986 | **$ 5,285,986** | **Royse/Allen - Ben Davis** |
| 356010031-2 | BEN DAVIS-ROYSE 345 kV UPGRADE | 6/8/2007 | 420,335 | 116,456 | 303,879 | | |
| 356010031-2 | Ben Davis-Royse 345 line-upgrade capacit | 5/31/2008 | 4,131,786 | 1,012,671 | 3,119,116 | | |
| | | | 4,552,121 | 1,129,126 | 3,422,995 | **$ 3,422,995** | **Royse - Ben Davis** |
| | Miscellaneous | | 632,282 | 420,667 | 211,616 | | |
| | | | 632,282 | 420,667 | 211,616 | **$ 211,616** | **Miscellaneous** |
| | **Sub-Total** | | **57,989,934** | **30,907,137** | **27,082,797** | | |
| **Location: Greenville** | | | | | | | |
| 353010040-1 | CAP ROCK PRUITT SUB | 11/30/2006 | 1,701,122 | 511,362 | 1,189,760 | | |
| 353010040-2 | CAP ROCK SUBSTATION | 5/1/2008 | 140,791 | 35,322 | 105,469 | | |
| 353010040-3 | CAP ROCK - NEW SUBSTATION | 9/30/2009 | 219,218 | 43,107 | 176,111 | | |
| 353010040-3 | CAP ROCK-NEW SUBSTATION | 9/30/2011 | 5,925 | 617 | 5,307 | | |
| | | | 2,067,056 | 590,410 | 1,476,647 | **$ 1,476,647** | **Cap Rock Pruitt Sub** |
| 350010044-1 | GREENVILLE INTERCHANGE SUB LAND | 10/1/1983 | 50,848 | 0 | 50,848 | | |
| 353010062-2 | Breaker Installation at Greenville Subst | 10/31/2004 | 210,041 | 210,041 | 0 | | |
| 353010063-1 | GREENVILLE INTERCHANGE SUB INSTRUMT | 10/1/1983 | 52,819 | 42,592 | 10,227 | | |
| 353010063-2 | CCVT & PT REPLACEMENT FY08 | 9/30/2012 | 50,686 | 3,903 | 46,783 | | |
| 353010064-1 | GREENVILLE SUB SWITCHING APPAR. | 10/1/1983 | 78,158 | 63,024 | 15,134 | | |
| 353010065-1 | GREENVILLE SUB TRANSFORMERS | 10/1/1983 | 1,670,049 | 1,346,675 | 323,374 | | |
| 353010066-1 | GREENVILLE SUB STRUCTURES | 10/1/1983 | 449,411 | 362,391 | 87,020 | | |
| 353010067-1 | GREENVILLE SUB GROUNDING SYSTEMS | 10/1/1983 | 19,539 | 15,756 | 3,783 | | |
| 353010068-1 | GREENVILLE SUB CONTROL HOUSE | 10/1/1983 | 312,633 | 252,098 | 60,536 | | |
| 353010069-1 | GREENVILLE SUB MISC EQUIPMENT | 10/1/1983 | 78,158 | 63,024 | 15,134 | | |
| 353010062.3 | GNIN Sub Cir Brk/Switch <345kV | 6/11/2015 | 486,026 | 4,059 | 481,967 | | |
| 353010063 | GreenvilleInterchange (10) Relay Panels | 6/11/2015 | 960,472 | 8,020 | 952,452 | | |
| | | | 4,418,841 | 2,371,583 | 2,047,259 | **$ 2,047,259** | **Greenville Steam Sub** |
| 350010032-1 | OLINGER-GREENVILLE DIESEL TRANS LAND | 10/1/1983 | 177,841 | 0 | 177,841 | | |
| | | | 177,841 | 0 | 177,841 | **$ 177,841** | **Olinger - Greenville Diesel** |
| 350010002-1 | OLINGER-GREENVILLE TRANSMISSION LAND | 10/1/1983 | 442,272 | 0 | 442,272 | | |
| 350010002-2 | 138kV Olinger-Greenville Reconstr Land | 5/31/2013 | 137,129 | 0 | 137,129 | | |
| 353010022-2 | Greenville-Olinger Replace H Frames | 5/31/2008 | 376,780 | 92,346 | 284,434 | | |
| 354010021-1 | LATTICE STEEL STRUCT-OLINGER/GREENV | 10/1/1983 | 561,592 | 452,850 | 108,742 | | |
| 354010021-2 | 138kV Olinger-Greenville Reconstr Poles | 5/31/2013 | 10,023,269 | 621,309 | 9,401,960 | | |
| 354010022-1 | WOOD H-FRAME STRUCT.-OLINGER/GREEN | 10/1/1983 | 86,711 | 69,921 | 16,790 | | |
| 356010021-1 | CONDUCTORS/HDWE OLINGER-GREENVILLE | 10/1/1983 | 991,245 | 799,309 | 191,936 | | |
| 356010021-3 | 138kV Olinger-Greenville Reconstruction | 5/31/2013 | 3,816,882 | 236,596 | 3,580,287 | | |
| | | | 16,435,880 | 2,272,331 | 14,163,549 | $ 14,163,549 | |
| | | | | Olinger - Pruitt Cap Rock 12.8% | | **$ 1,812,934** | **Olinger - Pruitt Cap Rock** |
| | | | | Pruitt Cap Rock - Greenville Steam 87.2% | | **$ 12,350,615** | **Cap Rock Pruitt - Greenville Steam** |
| 356010021-2 | FIBER OPTIC INSTALL.-GREENVILLE PRUITT | 6/18/2007 | 69,913 | 19,370 | 50,543 | | |
| 356010021-2 | Greenville-Pruitt line | 5/31/2008 | 33,641 | 9,299 | 24,342 | | |
| | | | 103,554 | 28,669 | 74,886 | **$ 74,886** | **Cap Rock Pruitt - Greenville Steam** |

**Texas Municipal Power Agency**
Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value | Asset Facility Net Book Value | Asset Facility |
|---|---|---|---|---|---|---|---|
| 350010010-1 | ROYSE-GREENVILLE TRANS LAND | 10/1/1983 | 234,178 | 0 | 234,178 | | |
| 355010221-1 | TUBE STL STR-ROYSE-GREENV STEAM DIES | 10/1/1983 | 2,941,805 | 2,372,179 | 569,626 | | |
| 355010221-2 | Greenville Line Reroute - Poles | 6/30/2014 | 519,295 | 17,310 | 501,985 | | |
| 356010221-1 | CONDUCTORS/HDWE ROYSE-GREEN DIES. | 10/1/1983 | 1,370,305 | 1,104,971 | 265,334 | | |
| 356010221-2 | Greenville Line Reroute-Wire | 6/30/2014 | 95,810 | 3,194 | 92,617 | | |
| | | | 5,161,393 | 3,497,653 | 1,663,740 | $ 1,663,740 | |
| | | | | Royse - Shelby 86% | | **$ 1,430,817** | **Royse - Shelby** |
| | | | | Shelby - Greenville Steam 14% | | **$ 232,924** | **Shelby - Greenville Steam** |
| T13006 | Greenville to Shelby Line (FERC 106) | | 1,131,592 | 9,456 | 1,122,136 | | |
| | | | 1,131,592 | 9,456 | 1,122,136 | **$ 1,122,136** | **Shelby - Greenville Steam** |
| 350010051-1 | Shelby Substation - land | 8/31/2010 | 737,100 | 0 | 737,100 | | |
| 350010051-2 | Shelby Substation - Easements | 8/31/2010 | 553,436 | 0 | 553,436 | | |
| 353010071-1 | SHELBY SUBSTATION & 138 LINE | 8/25/2008 | 12,405,034 | 2,932,097 | 9,472,936 | | |
| 353010071-1 | Shelby Substation & 138 kV line | 9/30/2011 | 851,205 | 86,868 | 764,337 | | |
| 353010071.1 | Shelby Sub Equipment | 9/1/2014 | 40,662 | 1,099 | 39,563 | | |
| 353010145-4* | West Denton Sub: Purch. autotransformer | 10/1/2006 | 1,450,000 | 397,098 | 1,052,902 | | |
| | | | 16,037,436 | 3,417,163 | 12,620,273 | **$ 12,620,273** | **Shelby Sub** |
| 355010223.1 | Nevada-Shelby Tubular Steel Structures | 9/1/2014 | 319,884 | 8,648 | 311,235 | | |
| 356010223.1 | Nevada-Shelby Conductors and Hardware | 9/1/2014 | 798,233 | 21,581 | 776,652 | | |
| | | | 1,118,117 | 30,230 | 1,087,887 | **$ 1,087,887** | **Nevada - Shelby** |
| 356010222.1 | Royse-Nevada Conductors and Hardware | 9/1/2014 | 70,274 | 1,900 | 68,374 | | |
| | | | 70,274 | 1,900 | 68,374 | **$ 68,374** | **Royse - Nevada** |
| | Miscellaneous | | 811,850 | 540,136 | 271,714 | | |
| | | | 811,850 | 540,136 | 271,714 | **$ 271,714** | **Miscellaneous** |
| | **Sub-Total** | | **47,533,835** | **12,759,529** | **34,774,306** | | |
| | **Total** | | **272,170,042** | **117,575,309** | **154,594,733** | | |

**Texas Municipal Power Agency**

Transmission Assets Detail Schedule as of 9/30/2015

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| **Miscellaneous:** | | | | | |
| 350010046-1 | MISC SMALL SUBSTATIONS LAND | 10/1/1983 | 11,247 | 0 | 11,247 |
| 350020006-3 | CRANE (FERC 353) | 10/1/1986 | 108,121 | 90,807 | 17,314 |
| 353010072-1 | MISC SMALL SUBST. CIR. BREAK. <345KV | 10/1/1983 | 316,252 | 255,016 | 61,236 |
| 353010073-1 | MISC SMALL SUB INSTRUMENTATION | 10/1/1983 | 85,203 | 68,705 | 16,498 |
| 353010074-1 | MISC SMALL SUB SWITCHING APPAR. | 10/1/1983 | 31,519 | 25,416 | 6,103 |
| 353010075-1 | MISC SMALL SUB TRANSFORMERS | 10/1/1983 | 673,489 | 543,081 | 130,409 |
| 353010076-1 | MISC SMALL SUB STRUCTURES | 10/1/1983 | 181,236 | 146,143 | 35,093 |
| 353010077-1 | MISC SMALL SUB GROUNDING SYSTEMS | 10/1/1983 | 7,880 | 6,354 | 1,526 |
| 353010078-1 | MISC SMALL SUB CONTROL HOUSE | 10/1/1983 | 126,077 | 101,665 | 24,413 |
| 353010078-2 | CONTROL HOUSE | 10/1/1983 | 15,105 | 15,105 | 0 |
| 353010079-1 | MISC SMALL SUB MISC EQUIPMENT | 10/1/1983 | 31,519 | 25,416 | 6,103 |
| 353010309-1 | SUBSTATION MISC EQUIP | 10/1/1983 | 981,715 | 791,624 | 190,091 |
| 353010329-1 | GENERAL SUBSTATION EQUIPMENT | 11/1/1992 | 82,972 | 82,972 | 0 |
| 356010621-1 | TRANSMISSION LIFE ASSESSMENT STUDY | 6/30/2003 | 96,359 | 37,840 | 58,520 |
| T11002 | Engineering Studies and Assessments (FERC 106) | 9/1/2012 | 398,934 | 30,567 | 368,368 |
| | Renewals and Replacements | 9/30/2015 | 461,580 | 180,550 | 281,030 |
| | | | 3,609,210 | 2,401,260 | 1,207,950 |
| | **Allocation to Location:** | | | | |
| | Bryan | | 1,288,076 | 856,976 | 431,100 |
| | Denton | | 877,002 | 583,482 | 293,520 |
| | Garland | | 632,282 | 420,667 | 211,616 |
| | Greenville | | 811,850 | 540,136 | 271,714 |
| | | | 3,609,210 | 2,401,260 | 1,207,950 |

| **Allocation %:** | **NBV** | **%** |
|---|---|---|
| Bryan | 54,741,559 | 36% |
| Denton | 37,271,450 | 24% |
| Garland | 26,871,182 | 18% |
| Greenville | 34,502,592 | 22% |
| | 153,386,782 | 100% |

**Texas Municipal Power Agency Schedule D**

*General Plant Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 389010005-1 | FEE SIMPLE LAND-PLANT & LAKE | 10/1/1983 | 22,582,901 | 0 | 22,582,901 |
| | | | 22,582,901 | 0 | 22,582,901 |
| 390010020-1 | BOAT RAMP | 10/1/1983 | 3,611 | 2,783 | 828 |
| 390010025-29 | MAIN OFFICE BUILDING | 10/1/1983 | 3,227,525 | 3,227,525 | 0 |
| 390010025-30 | PAVED SURFACES OTHER THAN ROADS | 10/1/1983 | 59,912 | 59,912 | 0 |
| 390010025-31 | PAVED SURFACES OTHER THAN ROADS | 10/1/1983 | 85,635 | 85,635 | 0 |
| 390010025-32 | PAVED SURFACES OTHER THAN ROADS | 10/1/1983 | 1,011 | 1,011 | 0 |
| 390010025-33 | MISC SITE & IMPROVEMENTS | 10/1/1983 | 46,408 | 46,408 | 0 |
| 390010025-34 | MISC SITE & IMPROVEMENTS | 10/1/1983 | 28,792 | 28,792 | 0 |
| 390010025-37 | ENVIRONMENTAL COMPLIANCE PROJECT | 10/1/1983 | 108,396 | 108,396 | 0 |
| 390010025-39 | TMPA FACILITY RENEWAL PROJECT | 11/7/2005 | 78,424 | 78,424 | 0 |
| 390010025-40 | POWER PRODUCTION BUILDING REMODEL | 11/7/2005 | 283,925 | 283,925 | 0 |
| 390010025-41 | FY08 Facility Renewals project - HVAC | 11/30/2007 | 22,436 | 22,436 | 0 |
| 390010025-5 | WHSE #1 FOR ELECTRICAL PARTS | 10/1/1983 | 27,580 | 27,580 | 0 |
| 390010030-1 | Gibbons Creek Park Facility Upgrade | 10/31/2004 | 198,373 | 198,373 | 0 |
| 390010025-7 | PLANT SITE WHSE & OFFICE COMPLEX | 10/1/1983 | 109 | 68 | 42 |
| 390010025-28 | DOMESTIC WATER SUPPLY SYSTEM | 10/1/1983 | 3,256 | 2,097 | 1,159 |
| 390010025-2 | MAINTENANCE BUILDING | 10/1/1983 | 9,009 | 5,589 | 3,419 |
| 390010025-36 | ENVIRONMENTAL COMPLIANCE PROJECT | 10/1/1983 | 10,743 | 6,158 | 4,585 |
| 390010025-38 | PLANT STORAGE WHSE #4 & 5 | 10/1/1983 | 15,405 | 8,575 | 6,830 |
| 390010025-26 | MISC SITE & IMPROVEMENTS | 10/1/1983 | 40,841 | 13,892 | 26,949 |
| 390010025-6 | PLANT SITE WHSE & OFFICE COMPLEX | 10/1/1983 | 41,254 | 14,033 | 27,222 |
| 390010025-8 | PLANT SITE WHSE & OFFICE COMPLEX | 10/1/1983 | 27,688 | 15,412 | 12,276 |
| 390010025-24 | OTHER MINOR BLDG & STRUCTURES | 10/1/1983 | 77,533 | 26,373 | 51,160 |
| 390010025-3 | MAINTENANCE BUILDING | 10/1/1983 | 55,076 | 30,657 | 24,419 |
| 390010025-25 | ROADS | 10/1/1983 | 90,912 | 30,923 | 59,988 |
| 390010025-12 | LAND & TRAINING BUILDING FOUNDATION | 10/1/1983 | 54,044 | 41,652 | 12,392 |
| 390010025-21 | DOMESTIC WATER SUPPLY SYSTEM | 10/1/1983 | 148,218 | 99,277 | 48,941 |
| 390010025-22 | PAVED SURFACES OTHER THAN ROADS | 10/1/1983 | 192,777 | 127,558 | 65,220 |
| 390010025-14 | BRIDGE | 10/1/1983 | 181,541 | 139,913 | 41,628 |
| 390010025-35 | RESURFACING OF AGENCY ROADS | 5/31/1998 | 248,118 | 145,318 | 102,800 |
| 390010025-27 | DOMESTIC WATER SUPPLY SYSTEM | 10/1/1983 | 399,807 | 257,997 | 141,810 |
| 390010025-15 | PAVED SURFACES OTHER THAN ROADS | 10/1/1983 | 467,295 | 360,143 | 107,152 |
| 390010025-17 | SANITARY SEWER SYSTEM | 10/1/1983 | 473,148 | 364,654 | 108,494 |
| 390010025-10 | OTHER MINOR BLDG & STRUCTURES | 10/1/1983 | 1,172,561 | 448,509 | 724,053 |
| 390010025-9 | PLANT STORAGE WHSE #4 & 5 | 10/1/1983 | 620,825 | 478,468 | 142,357 |
| 390010025-20 | DOMESTIC WATER SUPPLY SYSTEM | 10/1/1983 | 690,469 | 532,142 | 158,326 |
| 390010025-23 | BRIDGE | 10/1/1983 | 1,236,834 | 809,911 | 426,923 |
| 390010025-11 | MAIN OFFICE BUILDING | 10/1/1983 | 2,277,947 | 1,755,607 | 522,339 |
| 390010025-4 | PLANT SITE WHSE & OFFICE COMPLEX | 10/1/1983 | 2,440,204 | 1,880,659 | 559,545 |
| 390010025-1 | MAINTENANCE BUILDING | 10/1/1983 | 4,994,574 | 3,849,305 | 1,145,269 |
| 390010025-19 | YARD LIGHTING SYSTEM | 10/1/1983 | 5,790,533 | 4,462,748 | 1,327,785 |
| 390010025-13 | SITE DRAINAGE SYSTEM | 10/1/1983 | 5,980,290 | 4,608,993 | 1,371,296 |
| 390010025-16 | ROADS | 10/1/1983 | 7,844,221 | 6,045,520 | 1,798,701 |
| 390010025-18 | MISC SITE & IMPROVEMENTS | 10/1/1983 | 15,289,528 | 11,783,599 | 3,505,930 |
| | | | 55,046,789 | 42,516,951 | 12,529,838 |
| 391010005-1 | OFFICE FURNITURE | 10/1/1983 | 191,604 | 147,668 | 43,937 |
| 391010005-2 | OFFICE FURNITURE | 10/1/1983 | 69,857 | 69,857 | 0 |
| 391010005-4 | OFFICE FURNITURE | 9/30/1997 | 273,628 | 273,628 | 0 |
| 391010005-5 | CANON COPIER-ACCOUNTING DEPT | 2/29/2000 | 8,450 | 8,450 | 0 |
| 391010005-6 | CANON COPIER MODEL 6545 | 4/30/2001 | 6,300 | 6,300 | 0 |
| 391010005-7 | PURCHASE OF PRINTER/SCANNER | 6/30/2001 | 33,645 | 33,645 | 0 |
| 391010005-8 | CANON COLOR COPIER | 3/24/2004 | 16,796 | 16,796 | 0 |
| 391010010-10 | DRAFTING EQUIPMENT | 10/1/1983 | 26,505 | 26,505 | 0 |
| 391010010-11 | MICROFILM EQUIPMENT | 10/1/1983 | 33,686 | 33,686 | 0 |
| 391010010-13 | PORTABLE FAULT RECORDER | 10/1/1983 | 14,500 | 14,500 | 0 |
| 391010010-18 | PURCHASE OF PRINTER | 10/1/1983 | 6,425 | 6,425 | 0 |
| 391010010-19 | Financial Software Upgrade- Great Plains | 4/19/2004 | 316,843 | 316,843 | 0 |
| 391010010-2 | COMPUTER EQUIPMENT | 10/1/1983 | 7,097 | 7,097 | 0 |
| 391010010-20 | Maintenance Software Betterment Project | 5/31/2008 | 799,886 | 799,886 | 0 |
| 391010010-21 | IT ASSET UPGRADES | 9/30/2009 | 904,084 | 904,084 | 0 |
| 391010010-21 | IT ASSET UPGRADES | 3/31/2010 | 16,081 | 16,081 | 0 |
| 391010010-22 | Purchase new document management system | 9/30/2010 | 74,757 | 74,757 | 0 |
| 391010010-22 | DOCUMENT MANAGEMENT SYSTEM | 2/28/2011 | 93,755 | 93,755 | 0 |
| 391010010-23 | Document Management Project | 9/30/2011 | 6,497 | 6,497 | 0 |
| 391010010-3 | MICRO COMPUTER | 10/1/1983 | 10,868 | 10,868 | 0 |
| 391010010-4 | COMPUTER EQUIPMENT | 10/1/1983 | 20,045 | 20,045 | 0 |
| 391010010-5 | 35MM SLIDE EQUIPMENT | 10/1/1983 | 5,726 | 5,726 | 0 |
| 391010010-6 | COMPUTER EQUIPMENT | 10/1/1983 | 504,437 | 504,437 | 0 |
| 391010010-7 | UNITIZATION PROJECT | 10/1/1983 | 30,887 | 30,887 | 0 |
| 391010010-8 | COMPUTER EQUIPMENT | 10/1/1983 | 12,540 | 12,540 | 0 |
| 391010010-9 | COMPUTER EQUIPMENT | 10/1/1983 | 5,162 | 5,162 | 0 |
| 391010005-3 | OFFICE FURNITURE | 10/1/1983 | 16,492 | 5,610 | 10,882 |
| 391010015-4 | DCS PROJECT | 9/30/1998 | 34,182 | 23,415 | 10,767 |
| 391010010-22 | Software associated with Doc. Imaging sy | 9/30/2010 | 76,617 | 76,617 | 0 |
| 391010015-2 | PROCESS COMPUTER | 10/1/1983 | 79,242 | 79,242 | 0 |
| 391010010-12 | COMPUTER EQUIPMENT | 10/1/1983 | 364,978 | 124,146 | 240,831 |

**Texas Municipal Power Agency**

*General Plant Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 391010015-1 | PROCESS COMPUTER | 10/1/1983 | 507,918 | 507,918 | 0 |
| 391010010-1 | COMPUTER EQUIPMENT | 10/1/1983 | 1,447,154 | 553,541 | 893,612 |
| 391010015-3 | DEVELOPMENT OF DCS SYSTEM | 10/1/1983 | 5,230,913 | 4,041,843 | 1,189,070 |
| | | | 11,247,559 | 8,858,459 | 2,389,100 |
| 392010005-041 | PURCHASE NEW TRUCK FOR 4B | 2/28/2005 | 17,773 | 17,773 | 0 |
| 392010005-2 | 1993 GMC DUALLY -5C TAG #8253 V#4020 | 10/1/1983 | 14,410 | 14,410 | 0 |
| 392010005-20 | 1992 FORD DIGGER TRUCK 4D-TAG#8501 | 8/20/1998 | 22,500 | 22,500 | 0 |
| 392010005-22 | 1999 DODGE TRUCK -5C - TAG #8511 V#8320 | 9/30/1999 | 19,903 | 19,903 | 0 |
| 392010005-23 | 1999 DODGE TRUCK-4B TAG#8512 V#6757 | 9/30/1999 | 20,342 | 20,342 | 0 |
| 392010005-28 | 2002 DODGE TRUCK - 5C - TAG #8557 V#3300 | 1/31/2002 | 25,736 | 25,736 | 0 |
| 392010005-29 | 2002 DODGE TRUCK-4D -TAG #8556 V#3307 | 1/31/2002 | 19,829 | 19,829 | 0 |
| 392010005-30 | 2002 DODGE TRUCK 5G-TAG#8562 V#9993 | 3/31/2002 | 13,517 | 13,517 | 0 |
| 392010005-31 | 2002 CHEVY TRUCK-4D - TAG #8561 V#1508 | 6/27/2002 | 19,791 | 19,791 | 0 |
| 392010005-32 | 2002 CHEVY TRUCK -3C TAG #8560 V#3239 | 6/27/2002 | 16,984 | 16,984 | 0 |
| 392010005-33 | 2002 CHEVY TRUCK-5H-TAG #8563 V#8179 | 7/31/2002 | 25,675 | 25,675 | 0 |
| 392010005-34 | 2002 FORD TRUCK -4D TAG #8564 V#6477 | 9/30/2002 | 18,194 | 18,194 | 0 |
| 392010005-35 | 2003 CHEVY TRUCK-5C-TAG#8572 V#3511 | 2/27/2003 | 14,198 | 14,198 | 0 |
| 392010005-36 | 2004 CHEVY TRUCK 5C-TAG#8582 V#6083 | 11/18/2003 | 12,209 | 12,209 | 0 |
| 392010005-37 | 2004 CHEVY TRUCK-5F TAG#8583 V#6088 | 11/18/2003 | 15,001 | 15,001 | 0 |
| 392010005-38 | 2004 FORD TRUCK- V#8456, TAG#8587 | 2/29/2004 | 16,653 | 16,653 | 0 |
| 392010005-39 | 2004 FORD TRUCK- V#4675, TAG#8589 | 2/29/2004 | 24,153 | 24,153 | 0 |
| 392010005-40 | 2004 FORD TRUCK - LIC#861-689 TAG#8588 | 3/24/2004 | 16,587 | 16,587 | 0 |
| 392010005-42 | 2005 FORD TRUCK FOR 4D - V#7398 | 2/28/2005 | 24,451 | 24,451 | 0 |
| 392010005-43 | 2005 CHEVY TRUCK FOR 5F - V#4521 | 2/28/2005 | 15,001 | 15,001 | 0 |
| 392010005-44 | 2005 FORD TRUCK FOR 3C - V#1461 | 2/28/2005 | 14,694 | 14,694 | 0 |
| 392010005-44 | 2005 FORD TRUCK FOR 4D - V#2779 | 2/28/2005 | 21,438 | 21,438 | 0 |
| 392010005-45 | ADDITIONAL COST ON 6D TRUCK | 5/31/2005 | 349 | 349 | 0 |
| 392010005-46 | ADDITIONAL COSTS ON 4D TRUCK | 5/31/2005 | 830 | 830 | 0 |
| 392010005-47 | 2006 FORD FOR 5I - V#2280 | 6/29/2006 | 14,840 | 14,840 | 0 |
| 392010005-48 | 2006 CHEVY TRUCK FOR 5C-V#7200 | 6/29/2006 | 12,604 | 12,604 | 0 |
| 392010005-49 | 2006 CHEVY TRUCK FOR 4D - V#3861 | 6/29/2006 | 19,145 | 19,145 | 0 |
| 392010005-51 | 2006 FORD TRUCK FOR 4D - V#6737 | 6/29/2006 | 17,741 | 17,741 | 0 |
| 392010005-52 | 2007 FORD FOR 5F - V#4200 | 4/30/2007 | 18,670 | 18,670 | 0 |
| 392010005-53 | 2007 FORD FOR 5C - V#2443 | 4/30/2007 | 22,508 | 22,508 | 0 |
| 392010005-54 | PURCHASE NEW 3/4 TON CHEVY FOR 4D | 4/30/2007 | 19,743 | 19,743 | 0 |
| 392010005-55 | 2007 CHEVY TRUCK FOR 4D - V#7014 | 4/30/2007 | 19,743 | 19,743 | 0 |
| 392010005-56 | PURCH. NEW POOL VEHICLE-CHEVY SURBURBAN | 4/30/2007 | 29,015 | 29,015 | 0 |
| 392010005-57 | PURCHASE NEW 1/2 TON TRUCK FOR 3D | 4/30/2007 | 15,699 | 15,699 | 0 |
| 392010005-58 | 2007 CHEVY TRUCK FOR 4D - V#4555 | 4/30/2007 | 16,644 | 16,644 | 0 |
| 392010005-59 | 2006 FORD TRUCK FOR 4D- LIC#106-329 | 4/30/2007 | 22,849 | 22,849 | 0 |
| 392010005-6 | 1994 CHEVY TRUCK 5C -TAG #8707 V#4953 | 10/1/1983 | 17,260 | 17,260 | 0 |
| 392010005-60 | Purchase truck for transmission crew | 6/30/2009 | 29,622 | 29,622 | 0 |
| 392010005-61 | Purchase truck for transmission crew | 6/30/2009 | 20,051 | 20,051 | 0 |
| 392010005-62 | Purchase truck for transmission crew | 6/30/2009 | 20,051 | 20,051 | 0 |
| 392010005-63 | Purchase truck for transmission crew | 6/30/2009 | 24,552 | 24,552 | 0 |
| 392010005-64 | Purchase truck for transmission crew | 6/30/2009 | 23,048 | 23,048 | 0 |
| 392010005-65 | Purchase Gator for Operations | 6/30/2009 | 9,830 | 9,830 | 0 |
| 392010005-66 | Purchase Gator for Operations | 6/30/2009 | 6,160 | 6,160 | 0 |
| 392010005-67 | Purchase truck for Safety Dept. | 6/30/2009 | 28,190 | 28,190 | 0 |
| 392010005-68 | Purchase truck for Land/Reclamation | 6/30/2009 | 23,475 | 23,475 | 0 |
| 392010005-69 | Purchase suburban for Safety Dept. | 12/31/2010 | 29,864 | 29,864 | 0 |
| 392010005-70 | Purchase 2010 Chevy Tahoe-General Servic | 12/31/2010 | 30,081 | 30,081 | 0 |
| 392010005-71 | Purchase new truck for transmission dept | 9/30/2012 | 25,202 | 25,202 | 0 |
| 392010005-72 | Purchase new truck for transmission dept | 9/30/2012 | 22,639 | 22,639 | 0 |
| 392010005-73 | Purchase new truck for transmission dept | 9/30/2012 | 22,639 | 22,639 | 0 |
| 392010005-74 | Purchase new truck for transmission dept | 9/30/2012 | 22,289 | 22,289 | 0 |
| 392010005-75 | Purchased new truck for transmission dep | 9/30/2014 | 23,462 | 23,462 | 0 |
| 392010005-76 | Purchased new truck for transmission dep | 9/30/2014 | 23,462 | 23,462 | 0 |
| 392010005-8 | 1977 IHC BUCKET TR 4D -TAG #8133 V#D1327 | 6/30/1995 | 91,000 | 91,000 | 0 |
| 392010015-2 | 4 WHEELER FOR LAKE USE | 9/30/2002 | 6,036 | 6,036 | 0 |
| 392010015-3 | Purch. of 2 4-wheelers for transmission | 9/15/2005 | 9,878 | 9,878 | 0 |
| 392010020-1 | JOHN DEER 6X4 UTILITY VEHICLE | 9/16/2003 | 7,680 | 7,680 | 0 |
| 392010020-2 | JOHN DEERE GATOR - 5F | 2/29/2004 | 7,680 | 7,680 | 0 |
| 392010020-3 | JOHN DEERE GATOR - 3C | 2/29/2004 | 6,375 | 6,375 | 0 |
| 392010020-4 | John Deere Gator | 9/15/2005 | 6,166 | 6,166 | 0 |
| 350020010-1 | POLE TRAILER | 10/1/1986 | 10,967 | 9,211 | 1,756 |
| 350020004-1 | TRANSMISSION ROLLING STOCK | 10/1/1986 | 34,346 | 28,846 | 5,500 |
| 350020004-2 | TRACTOR FOR TRANSMISSION DEPT | 10/1/1986 | 14,450 | 14,450 | 0 |
| 350020012-1 | GAS RECLAIMING UNIT/TRAILER | 4/30/2002 | 3,500 | 3,500 | 0 |
| 392010005-11 | 1985 GMC FIRETRUCK-5F TAG #4276 V#2058 | 7/8/1985 | 15,000 | 15,000 | 0 |
| 392010005-13 | 1987 FORD DUMPTRUCK -5G TAG #4330 V#5606 | 12/1/1986 | 23,845 | 23,845 | 0 |
| | | | 1,278,219 | 1,270,963 | 7,256 |
| 394010005-1 | DIESEL PUMP & ACCESSORIES | 10/1/1983 | 135,263 | 104,247 | 31,016 |
| 394010005-10 | PORTABLE GAS WELDING RIG | 10/1/1983 | 7,934 | 7,934 | 0 |
| 394010005-11 | BATTERY GROUND FAULT LOCATOR | 10/1/1983 | 7,501 | 7,501 | 0 |
| 394010005-12 | SURVEY EQUIPMENT | 10/1/1983 | 8,358 | 8,358 | 0 |
| 394010005-15 | HYDROLASER REPLACEMENT | 10/1/1983 | 70,111 | 70,111 | 0 |

**Texas Municipal Power Agency**

*General Plant Assets Detail Schedule as of 9/30/2015*

| Asset ID | Asset Description | Place in Service Date | Cost Basis | LTD Depreciation Amount | Net Book Value |
|---|---|---|---|---|---|
| 394010005-16 | PULSAR RELAY TEST SET | 10/1/1983 | 48,000 | 48,000 | 0 |
| 394010005-17 | PLANT KITCHEN EQUIPMENT | 10/1/1983 | 4,752 | 4,752 | 0 |
| 394010005-18 | BREAKER TEST SET | 10/1/1983 | 17,760 | 17,760 | 0 |
| 394010005-8 | ELECTRIC MOTOR SURGE TESTER | 10/1/1983 | 12,427 | 12,427 | 0 |
| 394010005-9 | THERMAL IMAGING SYSTEM | 10/1/1983 | 9,500 | 9,500 | 0 |
| 394010005-20 | GAS & DIESEL PUMPS AND TANKS | 10/1/1983 | 16,328 | 12,584 | 3,744 |
| 394010005-14 | TOOLS AND SUPPLIES | 10/1/1983 | 39,100 | 13,300 | 25,800 |
| 394010005-6 | PLANT KITCHEN EQUIPMENT | 10/1/1983 | 21,917 | 17,043 | 4,873 |
| 394010005-13 | SHOP EQUIPMENT | 10/1/1983 | 59,989 | 40,181 | 19,808 |
| 394010005-2 | ELECTRIC MOTOR FIRE PUMP | 10/1/1983 | 135,263 | 104,247 | 31,016 |
| 394010005-3 | MISC PUMPS & FIRE PROTECTION | 10/1/1983 | 135,263 | 104,247 | 31,016 |
| 394010005-7 | MISC PLANT EQUIPMENT | 10/1/1983 | 212,755 | 163,970 | 48,785 |
| 394010005-19 | UNDERGROUND PIPING AND HYDRANT | 10/1/1983 | 1,923,685 | 1,482,579 | 441,106 |
| 394010005-5 | TOOLS AND SUPPLIES | 10/1/1983 | 2,224,247 | 1,714,221 | 510,026 |
| 394010005-4 | SHOP EQUIPMENT | 10/1/1983 | 2,786,576 | 2,147,607 | 638,969 |
| | | | 7,876,729 | 6,090,569 | 1,786,160 |
| 396010005-1 | 1985 BOOM TRUCK LIC#463-765 | 10/1/1983 | 102,972 | 79,360 | 23,612 |
| | | | 102,972 | 79,360 | 23,612 |
| 397010005-2 | DENTON STEAM MICROWAVE | 10/1/1983 | 118,308 | 91,180 | 27,128 |
| 397010005-3 | DENTON STEAM MICROWAVE | 10/1/1983 | 53,476 | 53,476 | 0 |
| 397010015-2 | GARLAND-NEWMAN MICROWAVE | 10/1/1983 | 75,639 | 75,639 | 0 |
| 397010025-2 | Microwave line from GC to Atkins | 5/21/2007 | 11,123 | 11,123 | 0 |
| 397010025-2 | MICROWAVE LINE FROM GC TO ATKINS | 5/21/2007 | 22,954 | 22,954 | 0 |
| 397010070-3 | ROLM PHONE SYSTEM | 3/27/1997 | 75,889 | 75,889 | 0 |
| 397010070-4 | REFURBISHMENT OF PLANT GAI-TRONICS SYST. | 1/31/2005 | 148,740 | 148,740 | 0 |
| 397010070-5 | Telephone System Replacement | 5/31/2008 | 103,459 | 103,459 | 0 |
| 397010070-2 | COMMUNICATION SYSTEM | 10/1/1983 | 7,554 | 2,569 | 4,985 |
| 397010010-1 | GARLAND-OLINGER MICROWAVE | 10/1/1983 | 13,557 | 10,448 | 3,109 |
| 397010030-1 | MERIT (HUNT COUNTY) MICROWAVE | 10/1/1983 | 15,071 | 11,616 | 3,456 |
| 397010040-1 | BRYAN-DANSBY MICROWAVE | 10/1/1983 | 28,880 | 22,257 | 6,622 |
| 397010020-1 | GREENVILLE STEAM MICROWAVE | 10/1/1983 | 45,633 | 35,169 | 10,464 |
| 397010060-1 | WACO-BEPC MICROWAVE | 10/1/1983 | 77,725 | 59,903 | 17,823 |
| 397010045-1 | BRYAN-ATKINS MICROWAVE | 10/1/1983 | 128,226 | 98,824 | 29,403 |
| 397010055-1 | LEWISVILLE KXII MICROWAVE | 10/1/1983 | 194,058 | 149,560 | 44,498 |
| 397010015-1 | GARLAND-NEWMAN MICROWAVE | 10/1/1983 | 229,216 | 176,656 | 52,560 |
| 397010025-1 | GCSES MICROWAVE | 10/1/1983 | 462,851 | 356,718 | 106,133 |
| 397010070-1 | COMMUNICATION EQUIPMENT | 10/1/1983 | 641,217 | 494,184 | 147,033 |
| | | | 2,453,576 | 2,000,364 | 453,212 |
| 398010005-1 | DIESEL GENERATOR | 10/1/1983 | 424,777 | 327,374 | 97,403 |
| 398010005-2 | MAIN PLANT UPS | 10/1/1983 | 224,381 | 172,930 | 51,451 |
| 398010005-3 | MAIN PLANT UPS | 10/1/1983 | 70,975 | 47,999 | 22,976 |
| 361010005-1 | Transmission System Photography | 1/31/2007 | 34,818 | 34,818 | 0 |
| 361010005-2 | Transmission System Photography | 1/31/2007 | 34,419 | 10,005 | 24,414 |
| | | | 789,370 | 593,126 | 196,243 |
| 399010005-1 | ROAD IMPROVEMENTS | 10/1/1983 | 2,601,650 | 2,005,085 | 596,565 |
| 399010010-1 | DRAGLINE FENCING & SECURITY | 3/27/1997 | 84,131 | 84,131 | 0 |
| 399010015-1 | MOWER USED FOR GROUND MAINTENANCE | 9/30/2002 | 7,187 | 7,187 | 0 |
| 399010015-2 | PURCHASE MOWER FOR GENERAL SERVICES | 6/29/2006 | 9,563 | 9,563 | 0 |
| 399010015-3 | PURCHASE NEW MOWER FOR LAKE-3D | 4/30/2007 | 9,292 | 9,292 | 0 |
| 399010015-4 | Purchase mower for Lake use | 12/31/2010 | 12,479 | 12,479 | 0 |
| 399010015-5 | Purchase new mower for lake | 9/30/2012 | 9,996 | 9,996 | 0 |
| | | | 2,734,298 | 2,137,733 | 596,565 |
| **Totals** | | | **104,112,412** | **63,547,525** | **40,564,887** |

**Texas Municipal Power Agency**

*General Plant Allocation*

| | | Allocation Method | Percent Mine | Percent Power Production | Percent Transmission | Original Cost | Original Cost Allocation to Mine | Original Cost Allocation to Power Production | Original Cost Allocation to Transmission | Accumulated Depreciation | Accum Deprec Allocation to Mine | Accum Deprec Allocation to Power Production | Accum Deprec Allocation to Transmission |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **A389** | **Land and Land Rights** | | | | | | | | | | | | |
| | Fee Simple Land-Plant and Lake | Acreage | 0.0% | 97.6% | 2.4% | **$22,582,901** | $0 | $22,040,911 | $541,990 | **$0** | $0 | $0 | $0 |
| | **Subtotal** | | | | | **$22,582,901** | $0 | $22,040,911 | $541,990 | **$0** | $0 | $0 | $0 |
| **A390** | **Structures and Improvements** | | | | | | | | | | | | |
| | Maintenance Building | Direct Assignment | 0.0% | 100.0% | 0.0% | **$5,342,584** | $0 | $5,342,584 | $0 | **$4,169,476** | $0 | $4,169,476 | $0 |
| | Total Plant Site Whse & Office | NTP | 4.0% | 55.4% | 40.6% | **$2,536,837** | $101,473 | $1,405,408 | $1,029,956 | **$1,937,752** | $77,510 | $1,073,515 | $786,727 |
| | Plant Storage Warehouse No. 4/5 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$636,230** | $0 | $636,230 | $0 | **$487,043** | $0 | $487,043 | $0 |
| | Total Other Minor Bldg & Struc | NTP | 4.0% | 55.4% | 40.6% | **$1,250,095** | $50,004 | $692,552 | $507,538 | **$474,881** | $18,995 | $263,084 | $192,802 |
| | Main Office Building | NTP | 4.0% | 55.4% | 40.6% | **$5,565,384** | $222,615 | $3,083,223 | $2,259,546 | **$5,043,044** | $201,722 | $2,793,847 | $2,047,476 |
| | Land and Training Building | NTP | 4.0% | 55.4% | 40.6% | **$54,044** | $2,162 | $29,940 | $21,942 | **$41,652** | $1,666 | $23,075 | $16,911 |
| | Site Drainage System | NTP | 6.7% | 93.3% | 0.0% | **$6,099,429** | $408,662 | $5,690,767 | $0 | **$4,723,547** | $316,478 | $4,407,070 | $0 |
| | Total Bridge | NTP | 6.7% | 93.3% | 0.0% | **$1,418,375** | $95,031 | $1,323,344 | $0 | **$949,825** | $63,638 | $886,186 | $0 |
| | Total Paved Surf Other Than Rd | NTP | 4.0% | 55.4% | 40.6% | **$746,718** | $29,869 | $413,682 | $303,167 | **$574,346** | $22,974 | $318,188 | $233,185 |
| | Total Roads | NTP | 4.0% | 55.4% | 40.6% | **$8,183,250** | $327,330 | $4,533,521 | $3,322,400 | **$6,221,761** | $248,870 | $3,446,856 | $2,526,035 |
| | Sanitary Sewer System | NTP | 4.0% | 55.4% | 40.6% | **$473,148** | $18,926 | $262,124 | $192,098 | **$364,654** | $14,586 | $202,018 | $148,049 |
| | Total Misc Site and Improvements | NTP | 4.0% | 55.4% | 40.6% | **$15,704,802** | $628,192 | $8,700,460 | $6,376,150 | **$12,171,923** | $486,877 | $6,743,246 | $4,941,801 |
| | Yard Lighting System | NTP | 4.0% | 55.4% | 40.6% | **$5,790,533** | $231,621 | $3,207,955 | $2,350,956 | **$4,462,748** | $178,510 | $2,472,362 | $1,811,876 |
| | Total Domestic H2O Supply Syst | NTP | 4.0% | 55.4% | 40.6% | **$1,241,750** | $49,670 | $687,930 | $504,151 | **$891,514** | $35,661 | $493,899 | $361,955 |
| | Boat Ramp | Direct Assignment | 0.0% | 100.0% | 0.0% | **$3,611** | $0 | $3,611 | $0 | **$2,783** | $0 | $2,783 | $0 |
| | **Subtotal** | | | | | **$55,046,789** | $2,165,555 | $36,013,330 | $16,867,903 | **$42,516,951** | $1,667,487 | $27,782,648 | $13,066,816 |
| **A391** | **Office Furniture & Equip.** | | | | | | | | | | | | |
| | Total Process Computer | Direct Assignment | 0.0% | 100.0% | 0.0% | **$5,852,256** | $0 | $5,852,256 | $0 | **$4,652,418** | $0 | $4,652,418 | $0 |
| | Total Office Furniture | NTP | 4.0% | 55.4% | 40.6% | **$616,772** | $24,671 | $341,692 | $250,410 | **$561,954** | $22,478 | $311,322 | $228,153 |
| | Total Computer Equipment | NTP | 4.0% | 55.4% | 40.6% | **$4,778,531** | $191,141 | $2,647,306 | $1,940,084 | **$3,644,087** | $145,763 | $2,018,824 | $1,479,499 |
| | **Subtotal** | | | | | **$11,247,559** | $215,812 | $8,841,254 | $2,190,493 | **$8,858,459** | $168,242 | $6,982,565 | $1,707,653 |
| **A392** | **Transportation Equipment** | | | | | | | | | | | | |
| | 1993 GMC DUALLY -5C TAG #8253 V#4020 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$14,410** | $0 | $14,410 | $0 | **$14,410** | $0 | $14,410 | $0 |
| | 1994 CHEVY TRUCK 5C -TAG #8707 V#4953 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$17,260** | $0 | $17,260 | $0 | **$17,260** | $0 | $17,260 | $0 |
| | 1985 GMC FIRETRUCK-5F TAG #4276 V#2058 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$15,000** | $0 | $15,000 | $0 | **$15,000** | $0 | $15,000 | $0 |
| | POLE TRAILER | Direct Assignment | 0.0% | 0.0% | 100.0% | **$10,967** | $0 | $0 | $10,967 | **$9,211** | $0 | $0 | $9,211 |
| | TRACTOR FOR TRANSMISSION DEPT | Direct Assignment | 0.0% | 0.0% | 100.0% | **$14,450** | $0 | $0 | $14,450 | **$14,450** | $0 | $0 | $14,450 |
| | TRANSMISSION ROLLING STOCK | Direct Assignment | 0.0% | 0.0% | 100.0% | **$34,346** | $0 | $0 | $34,346 | **$28,846** | $0 | $0 | $28,846 |
| | 1987 FORD DUMPTRUCK -5G TAG #4330 V#5606 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$23,845** | $0 | $23,845 | $0 | **$23,845** | $0 | $23,845 | $0 |
| | 1977 IHC BUCKET TR 4D -TAG #8133 V#D1327 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$91,000** | $0 | $0 | $91,000 | **$91,000** | $0 | $0 | $91,000 |
| | 1992 FORD DIGGER TRUCK 4D-TAG#8501 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$22,500** | $0 | $0 | $22,500 | **$22,500** | $0 | $0 | $22,500 |
| | 1999 DODGE TRUCK -5C - TAG #8511 V#8320 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$19,903** | $0 | $19,903 | $0 | **$19,903** | $0 | $19,903 | $0 |
| | 1999 DODGE TRUCK-4B TAG#8512 V#6757 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$20,342** | $0 | $20,342 | $0 | **$20,342** | $0 | $20,342 | $0 |
| | 2002 DODGE TRUCK - 5C - TAG #8557 V#3300 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$25,736** | $0 | $25,736 | $0 | **$25,736** | $0 | $25,736 | $0 |
| | 2002 DODGE TRUCK-4D -TAG #8556 V#3307 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$19,829** | $0 | $0 | $19,829 | **$19,829** | $0 | $0 | $19,829 |
| | 2002 DODGE TRUCK 5G-TAG#8562 V#9993 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$13,517** | $0 | $13,517 | $0 | **$13,517** | $0 | $13,517 | $0 |
| | GAS RECLAIMING UNIT/TRAILER | Direct Assignment | 0.0% | 100.0% | 0.0% | **$3,500** | $0 | $3,500 | $0 | **$3,500** | $0 | $3,500 | $0 |
| | 2002 CHEVY TRUCK -3C TAG #8560 V#3239 | NTP | 4.0% | 55.4% | 40.6% | **$16,984** | $679 | $9,409 | $6,896 | **$16,984** | $679 | $9,409 | $6,896 |
| | 2002 CHEVY TRUCK-4D - TAG #8561 V#1508 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$19,791** | $0 | $0 | $19,791 | **$19,791** | $0 | $0 | $19,791 |
| | 2002 CHEVY TRUCK-5H-TAG #8563 V#8179 | NTP | 4.0% | 55.4% | 40.6% | **$25,675** | $1,027 | $14,224 | $10,424 | **$25,675** | $1,027 | $14,224 | $10,424 |
| | 2002 FORD TRUCK -4D TAG #8564 V#6477 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$18,194** | $0 | $0 | $18,194 | **$18,194** | $0 | $0 | $18,194 |
| | 4 WHEELER FOR LAKE USE | Direct Assignment | 0.0% | 100.0% | 0.0% | **$6,036** | $0 | $6,036 | $0 | **$6,036** | $0 | $6,036 | $0 |
| | 2003 CHEVY TRUCK-5C-TAG#8572 V#3511 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$14,198** | $0 | $14,198 | $0 | **$14,198** | $0 | $14,198 | $0 |
| | JOHN DEER 6X4 UTILITY VEHICLE | NTP | 4.0% | 55.4% | 40.6% | **$7,680** | $307 | $4,255 | $3,118 | **$7,680** | $307 | $4,255 | $3,118 |
| | 2004 CHEVY TRUCK 5C-TAG#8582 V#6083 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$12,209** | $0 | $12,209 | $0 | **$12,209** | $0 | $12,209 | $0 |
| | 2004 CHEVY TRUCK-5F TAG#8583 V#6088 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$15,001** | $0 | $15,001 | $0 | **$15,001** | $0 | $15,001 | $0 |
| | 2004 FORD TRUCK- V#4675, TAG#8589 | NTP | 4.0% | 55.4% | 40.6% | **$24,153** | $966 | $13,381 | $9,806 | **$24,153** | $966 | $13,381 | $9,806 |
| | 2004 FORD TRUCK- V#8456, TAG#8587 | NTP | 4.0% | 55.4% | 40.6% | **$16,653** | $666 | $9,226 | $6,761 | **$16,653** | $666 | $9,226 | $6,761 |
| | JOHN DEERE GATOR - 3C | NTP | 4.0% | 55.4% | 40.6% | **$6,375** | $255 | $3,532 | $2,588 | **$6,375** | $255 | $3,532 | $2,588 |

**Texas Municipal Power Agency**

*General Plant Allocation*

| | | Allocation Method | Percent Mine | Percent Power Production | Percent Transmission | Original Cost | Original Cost Allocation to Mine | Original Cost Allocation to Power Production | Original Cost Allocation to Transmission | Accumulated Depreciation | Accum Deprec Allocation to Mine | Accum Deprec Allocation to Power Production | Accum Deprec Allocation to Transmission |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | JOHN DEERE GATOR - 5F | Direct Assignment | 0.0% | 100.0% | 0.0% | **$7,680** | $0 | $7,680 | $0 | **$7,680** | $0 | $7,680 | $0 |
| | 2004 FORD TRUCK - LIC#861-689 TAG#8588 | NTP | 4.0% | 55.4% | 40.6% | **$16,587** | $663 | $9,189 | $6,734 | **$16,587** | $663 | $9,189 | $6,734 |
| | 2005 CHEVY TRUCK FOR 5F - V#4521 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$15,001** | $0 | $15,001 | $0 | **$15,001** | $0 | $15,001 | $0 |
| | 2005 FORD TRUCK FOR 3C - V#1461 | NTP | 4.0% | 55.4% | 40.6% | **$14,694** | $588 | $8,140 | $5,966 | **$14,694** | $588 | $8,140 | $5,966 |
| | 2005 FORD TRUCK FOR 4D - V#2779 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$21,438** | $0 | $0 | $21,438 | **$21,438** | $0 | $0 | $21,438 |
| | 2005 FORD TRUCK FOR 4D - V#7398 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$24,451** | $0 | $0 | $24,451 | **$24,451** | $0 | $0 | $24,451 |
| | PURCHASE NEW TRUCK FOR 4B | Direct Assignment | 0.0% | 100.0% | 0.0% | **$17,773** | $0 | $17,773 | $0 | **$17,773** | $0 | $17,773 | $0 |
| | ADDITIONAL COST ON 6D TRUCK | Direct Assignment | 100.0% | 0.0% | 0.0% | **$349** | $349 | $0 | $0 | **$349** | $349 | $0 | $0 |
| | ADDITIONAL COSTS ON 4D TRUCK | Direct Assignment | 0.0% | 0.0% | 100.0% | **$830** | $0 | $0 | $830 | **$830** | $0 | $0 | $830 |
| | John Deere Gator | NTP | 4.0% | 55.4% | 40.6% | **$6,166** | $247 | $3,416 | $2,503 | **$6,166** | $247 | $3,416 | $2,503 |
| | Purch. of 2 4-wheelers for transmission | Direct Assignment | 0.0% | 0.0% | 100.0% | **$9,878** | $0 | $0 | $9,878 | **$9,878** | $0 | $0 | $9,878 |
| | 2006 CHEVY TRUCK FOR 4D - V#3861 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$19,145** | $0 | $0 | $19,145 | **$19,145** | $0 | $0 | $19,145 |
| | 2006 CHEVY TRUCK FOR 5C-V#7200 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$12,604** | $0 | $12,604 | $0 | **$12,604** | $0 | $12,604 | $0 |
| | 2006 FORD FOR 5I - V#2280 | NTP | 4.0% | 55.4% | 40.6% | **$14,840** | $594 | $8,221 | $6,025 | **$14,840** | $594 | $8,221 | $6,025 |
| | 2006 FORD TRUCK FOR 4D - V#6737 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$17,741** | $0 | $0 | $17,741 | **$17,741** | $0 | $0 | $17,741 |
| | 2006 FORD TRUCK FOR 4D- LIC#106-329 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$22,849** | $0 | $0 | $22,849 | **$22,849** | $0 | $0 | $22,849 |
| | 2007 CHEVY TRUCK FOR 4D - V#4555 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$16,644** | $0 | $0 | $16,644 | **$16,644** | $0 | $0 | $16,644 |
| | 2007 CHEVY TRUCK FOR 4D - V#7014 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$19,743** | $0 | $0 | $19,743 | **$19,743** | $0 | $0 | $19,743 |
| | 2007 FORD FOR 5C - V#2443 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$22,508** | $0 | $22,508 | $0 | **$22,508** | $0 | $22,508 | $0 |
| | 2007 FORD FOR 5F - V#4200 | Direct Assignment | 0.0% | 100.0% | 0.0% | **$18,670** | $0 | $18,670 | $0 | **$18,670** | $0 | $18,670 | $0 |
| | PURCH. NEW POOL VEHICLE-CHEVY SURBURBAN | NTP | 4.0% | 55.4% | 40.6% | **$29,015** | $1,161 | $16,074 | $11,780 | **$29,015** | $1,161 | $16,074 | $11,780 |
| | PURCHASE NEW 1/2 TON TRUCK FOR 3D | Direct Assignment | 0.0% | 100.0% | 0.0% | **$15,699** | $0 | $15,699 | $0 | **$15,699** | $0 | $15,699 | $0 |
| | PURCHASE NEW 3/4 TON CHEVY FOR 4D | Direct Assignment | 0.0% | 0.0% | 100.0% | **$19,743** | $0 | $0 | $19,743 | **$19,743** | $0 | $0 | $19,743 |
| | Purchase Gator for Operations | Direct Assignment | 0.0% | 100.0% | 0.0% | **$9,830** | $0 | $9,830 | $0 | **$9,830** | $0 | $9,830 | $0 |
| | Purchase Gator for Operations | Direct Assignment | 0.0% | 100.0% | 0.0% | **$6,160** | $0 | $6,160 | $0 | **$6,160** | $0 | $6,160 | $0 |
| | Purchase truck for Land/Reclamation | Direct Assignment | 100.0% | 0.0% | 0.0% | **$23,475** | $23,475 | $0 | $0 | **$23,475** | $23,475 | $0 | $0 |
| | Purchase truck for Safety Dept. | NTP | 4.0% | 55.4% | 40.6% | **$28,190** | $1,128 | $15,617 | $11,445 | **$28,190** | $1,128 | $15,617 | $11,445 |
| | Purchase truck for transmission crew | Direct Assignment | 0.0% | 0.0% | 100.0% | **$29,622** | $0 | $0 | $29,622 | **$29,622** | $0 | $0 | $29,622 |
| | Purchase truck for transmission crew | Direct Assignment | 0.0% | 0.0% | 100.0% | **$20,051** | $0 | $0 | $20,051 | **$20,051** | $0 | $0 | $20,051 |
| | Purchase truck for transmission crew | Direct Assignment | 0.0% | 0.0% | 100.0% | **$20,051** | $0 | $0 | $20,051 | **$20,051** | $0 | $0 | $20,051 |
| | Purchase truck for transmission crew | Direct Assignment | 0.0% | 0.0% | 100.0% | **$24,552** | $0 | $0 | $24,552 | **$24,552** | $0 | $0 | $24,552 |
| | Purchase truck for transmission crew | Direct Assignment | 0.0% | 0.0% | 100.0% | **$23,048** | $0 | $0 | $23,048 | **$23,048** | $0 | $0 | $23,048 |
| | Purchase 2010 Chevy Tahoe-General Servic | NTP | 4.0% | 55.4% | 40.6% | **$30,081** | $1,203 | $16,665 | $12,213 | **$30,081** | $1,203 | $16,665 | $12,213 |
| | Purchase suburban for Safety Dept. | NTP | 4.0% | 55.4% | 40.6% | **$29,864** | $1,195 | $16,545 | $12,125 | **$29,864** | $1,195 | $16,545 | $12,125 |
| | Purchase new truck for transmission dept | Direct Assignment | 0.0% | 0.0% | 100.0% | **$25,202** | $0 | $0 | $25,202 | **$25,202** | $0 | $0 | $25,202 |
| | Purchase new truck for transmission dept | Direct Assignment | 0.0% | 0.0% | 100.0% | **$22,639** | $0 | $0 | $22,639 | **$22,639** | $0 | $0 | $22,639 |
| | Purchase new truck for transmission dept | Direct Assignment | 0.0% | 0.0% | 100.0% | **$22,639** | $0 | $0 | $22,639 | **$22,639** | $0 | $0 | $22,639 |
| | Purchase new truck for transmission dept | Direct Assignment | 0.0% | 0.0% | 100.0% | **$22,289** | $0 | $0 | $22,289 | **$22,289** | $0 | $0 | $22,289 |
| | Purchase new truck for transmission dept | Direct Assignment | 0.0% | 0.0% | 100.0% | **$23,462** | $0 | $0 | $23,462 | **$23,462** | $0 | $0 | $23,462 |
| | Purchase new truck for transmission dept | Direct Assignment | 0.0% | 0.0% | 100.0% | **$23,462** | $0 | $0 | $23,462 | **$23,462** | $0 | $0 | $23,462 |
| | **Subtotal** | | | | | **$1,278,219** | $34,503 | $474,776 | $768,940 | **$1,270,963** | $34,503 | $474,776 | $761,684 |
| **A394** | **Tools, Shop & Garage Equip.** | | | | | | | | | | | | |
| | Underground Piping and Hydrant | NTP | 4.0% | 55.4% | 40.6% | **$1,923,685** | $76,947 | $1,065,721 | $781,016 | **$1,482,579** | $59,303 | $821,349 | $601,927 |
| | Diesel Pump and Accessories | NTP | 4.0% | 55.4% | 40.6% | **$135,263** | $5,411 | $74,936 | $54,917 | **$104,247** | $4,170 | $57,753 | $42,324 |
| | Electric Motor Fire Pump & Acc | NTP | 4.0% | 55.4% | 40.6% | **$135,263** | $5,411 | $74,936 | $54,917 | **$104,247** | $4,170 | $57,753 | $42,324 |
| | Misc Pumps & Fire Protec Equip | NTP | 4.0% | 55.4% | 40.6% | **$135,263** | $5,411 | $74,936 | $54,917 | **$104,247** | $4,170 | $57,753 | $42,324 |
| | Total Shop Equipment | NTP | 4.0% | 55.4% | 40.6% | **$2,846,565** | $113,863 | $1,576,997 | $1,155,706 | **$2,187,788** | $87,512 | $1,212,034 | $888,242 |
| | Total Tools and Supplies | NTP | 4.0% | 55.4% | 40.6% | **$2,263,346** | $90,534 | $1,253,894 | $918,919 | **$1,727,521** | $69,101 | $957,047 | $701,373 |
| | Total Plant Kitchen Equipment | Direct Assignment | 0.0% | 100.0% | 0.0% | **$26,669** | $0 | $26,669 | $0 | **$21,796** | $0 | $21,796 | $0 |
| | Gas & Diesel Pumps and Tanks | NTP | 4.0% | 55.4% | 40.6% | **$16,328** | $653 | $9,046 | $6,629 | **$12,584** | $503 | $6,971 | $5,109 |
| | Total Misc Plant Equipment | NTP | 4.0% | 55.4% | 40.6% | **$394,346** | $15,774 | $218,468 | $160,104 | **$345,561** | $13,822 | $191,441 | $140,298 |
| | **Subtotal** | | | | | **$7,876,729** | $314,002 | $4,375,602 | $3,187,124 | **$6,090,569** | $242,751 | $3,383,896 | $2,463,922 |
| **A396** | **Power Operated Equipment** | | | | | | | | | | | | |
| | 1985 Boom Truck LIC # 463-765 | Direct Assignment | 0.0% | 0.0% | 100.0% | **$102,972** | $0 | $0 | $102,972 | **$79,360** | $0 | $0 | $79,360 |

**Texas Municipal Power Agency**

*General Plant Allocation*

| | | Allocation Method | Percent Mine | Percent Power Production | Percent Transmission | Original Cost | Original Cost Allocation to Mine | Original Cost Allocation to Power Production | Original Cost Allocation to Transmission | Accumulated Depreciation | Accum Deprec Allocation to Mine | Accum Deprec Allocation to Power Production | Accum Deprec Allocation to Transmission |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Subtotal** | | | | | **$102,972** | $0 | $0 | $102,972 | **$79,360** | $0 | $0 | $79,360 |
| **A397** | **Communication Equipment** | | | | | | | | | | | | |
| | Total Denton Steam Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$171,784** | $0 | $0 | $171,784 | **$144,656** | $0 | $0 | $144,656 |
| | Garland-Olinger Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$13,557** | $0 | $0 | $13,557 | **$10,448** | $0 | $0 | $10,448 |
| | Garland-Newman Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$304,855** | $0 | $0 | $304,855 | **$252,295** | $0 | $0 | $252,295 |
| | Greenville Steam Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$45,633** | $0 | $0 | $45,633 | **$35,169** | $0 | $0 | $35,169 |
| | GCSES Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$462,851** | $0 | $0 | $462,851 | **$356,718** | $0 | $0 | $356,718 |
| | Merit (Hunt County) Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$15,071** | $0 | $0 | $15,071 | **$11,616** | $0 | $0 | $11,616 |
| | Bryan Dansby Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$28,880** | $0 | $0 | $28,880 | **$22,257** | $0 | $0 | $22,257 |
| | Bryan Atkins Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$128,226** | $0 | $0 | $128,226 | **$98,824** | $0 | $0 | $98,824 |
| | Lewisville KXII Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$194,058** | $0 | $0 | $194,058 | **$149,560** | $0 | $0 | $149,560 |
| | WACO - BEPC Microwave | Direct Assignment | 0.0% | 0.0% | 100.0% | **$77,725** | $0 | $0 | $77,725 | **$59,903** | $0 | $0 | $59,903 |
| | Microwave Line from GC to Atkins | Direct Assignment | 0.0% | 0.0% | 100.0% | **$11,123** | $0 | $0 | $11,123 | **$11,123** | $0 | $0 | $11,123 |
| | Misc Communication Equipment | NTP | 4.0% | 55.4% | 40.6% | **$999,813** | $39,993 | $553,896 | $405,924 | **$847,796** | $33,912 | $469,679 | $344,205 |
| | **Subtotal** | | | | | **$2,453,576** | $39,993 | $553,896 | $1,859,687 | **$2,000,364** | $33,912 | $469,679 | $1,496,773 |
| **A398** | **Misc. Equipment** | | | | | | | | | | | | |
| | Diesel Generator | NTP | 4.0% | 55.4% | 40.6% | **$424,777** | $16,991 | $235,326 | $172,459 | **$327,374** | $13,095 | $181,365 | $132,914 |
| | Total Main Plant UPS | NTP | 4.0% | 55.4% | 40.6% | **$295,356** | $11,814 | $163,627 | $119,915 | **$220,929** | $8,837 | $122,395 | $89,697 |
| | Photography | Direct Assignment | 0.0% | 0.0% | 100.0% | **$69,236** | $0 | $0 | $69,236 | **$44,823** | $0 | $0 | $44,823 |
| | **Subtotal** | | | | | **$789,370** | $28,805 | $398,954 | $361,611 | **$593,126** | $21,932 | $303,760 | $267,434 |
| **A399** | **Other Tangible Property** | | | | | | | | | | | | |
| | Road Improvements & dragline fencing & sec | NTP | 4.0% | 55.4% | 40.6% | **$2,685,781** | $107,431 | $1,487,923 | $1,090,427 | **$2,089,216** | $83,569 | $1,157,425 | $848,222 |
| | Mowers | NTP | 4.0% | 55.4% | 40.6% | **$48,517** | $1,941 | $26,878 | $19,698 | **$48,517** | $1,941 | $26,878 | $19,698 |
| | **Subtotal** | | | | | **$2,734,298** | $109,372 | $1,514,801 | $1,110,125 | **$2,137,733** | $85,509 | $1,184,304 | $867,919 |
| | **Total General Plant** | | | | | **$104,112,412** | $2,908,042 | $74,213,525 | $26,990,845 | **$63,547,525** | $2,254,336 | $40,581,628 | $20,711,562 |

**Texas Municipal Power Agency Schedule E**

*Amount Paid to the Agency by Member Cities*

| | | Amounts Paid to Agency By Member Cities | | | | Ratio of Payments | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fiscal Year** | **Power Sales** | **Bryan** | **Denton** | **Garland** | **Greenville** | **Bryan** | **Denton** | **Garland** | **Greenville** | **Total** |
| 1984 | $85,191,000.00 | $17,191,554 | $17,924,151 | $41,794,703 | $8,280,592 | 20.18% | 21.04% | 49.06% | 9.72% | 100.00% |
| 1985 | $187,737,000.00 | $37,885,348 | $39,499,787 | $92,103,769 | $18,248,096 | 20.18% | 21.04% | 49.06% | 9.72% | 100.00% |
| 1986 | $191,180,000.00 | $38,580,146 | $40,224,193 | $93,792,904 | $18,582,757 | 20.18% | 21.04% | 49.06% | 9.72% | 100.00% |
| 1987 | $188,454,000.00 | $36,842,848 | $40,743,630 | $92,530,880 | $18,336,642 | 19.55% | 21.62% | 49.10% | 9.73% | 100.00% |
| 1988 | $190,654,000.00 | $36,586,438 | $41,486,357 | $93,096,337 | $19,484,868 | 19.19% | 21.76% | 48.83% | 10.22% | 100.00% |
| 1989 | $175,652,000.00 | $34,392,712 | $38,327,234 | $84,488,553 | $18,443,500 | 19.58% | 21.82% | 48.10% | 10.50% | 100.00% |
| 1990 | $168,889,000.00 | $33,456,809 | $37,155,622 | $79,901,366 | $18,375,202 | 19.81% | 22.00% | 47.31% | 10.88% | 100.00% |
| 1991 | $168,096,000.00 | $33,102,531 | $36,632,258 | $79,753,773 | $18,607,437 | 19.69% | 21.79% | 47.45% | 11.07% | 100.00% |
| 1992 | $167,464,000.00 | $33,241,574 | $36,138,761 | $79,511,963 | $18,571,702 | 19.85% | 21.58% | 47.48% | 11.09% | 100.00% |
| 1993 | $171,910,000.00 | $35,568,069 | $36,049,571 | $81,313,510 | $18,978,850 | 20.69% | 20.97% | 47.30% | 11.04% | 100.00% |
| 1994 | $174,147,000.00 | $38,312,365 | $38,312,365 | $81,849,115 | $15,673,155 | 22.00% | 22.00% | 47.00% | 9.00% | 100.00% |
| 1995 | $171,898,000.00 | $37,817,507 | $37,817,507 | $80,792,055 | $15,470,930 | 22.00% | 22.00% | 47.00% | 9.00% | 100.00% |
| 1996 | $163,661,000.00 | $35,899,681 | $35,758,679 | $76,920,733 | $15,081,907 | 21.94% | 21.85% | 47.00% | 9.22% | 100.00% |
| 1997 | $158,202,000.00 | $34,329,834 | $33,697,026 | $74,354,940 | $15,820,200 | 21.70% | 21.30% | 47.00% | 10.00% | 100.00% |
| 1998 | $168,103,000.00 | $36,478,351 | $35,805,939 | $79,008,410 | $16,810,300 | 21.70% | 21.30% | 47.00% | 10.00% | 100.00% |
| 1999 | $168,886,000.00 | $36,648,262 | $35,972,718 | $79,376,420 | $16,888,600 | 21.70% | 21.30% | 47.00% | 10.00% | 100.00% |
| 2000 | $165,097,000.00 | $35,826,049 | $35,165,661 | $77,595,590 | $16,509,700 | 21.70% | 21.30% | 47.00% | 10.00% | 100.00% |
| 2001 | $179,943,000.00 | $39,047,631 | $38,327,859 | $84,573,210 | $17,994,300 | 21.70% | 21.30% | 47.00% | 10.00% | 100.00% |
| 2002 | $185,758,000.00 | $40,230,765 | $39,651,078 | $87,302,902 | $18,573,255 | 21.66% | 21.35% | 47.00% | 10.00% | 100.00% |
| 2003 | $194,790,000.00 | $42,404,888 | $41,689,440 | $91,286,470 | $19,409,203 | 21.77% | 21.40% | 46.86% | 9.96% | 100.00% |
| 2004 | $200,208,000.00 | $43,420,423 | $42,845,792 | $93,962,319 | $19,979,465 | 21.69% | 21.40% | 46.93% | 9.98% | 100.00% |
| 2005 | $209,439,000.00 | $45,453,431 | $44,733,031 | $98,344,467 | $20,908,072 | 21.70% | 21.36% | 46.96% | 9.98% | 100.00% |
| 2006 | $217,762,000.00 | $47,334,078 | $46,472,327 | $102,223,519 | $21,732,076 | 21.74% | 21.34% | 46.94% | 9.98% | 100.00% |
| 2007 | $221,824,000.00 | $48,155,447 | $47,417,590 | $104,068,163 | $22,182,800 | 21.71% | 21.38% | 46.91% | 10.00% | 100.00% |
| 2008 | $236,311,000.00 | $51,245,680 | $50,565,371 | $110,901,555 | $23,598,394 | 21.69% | 21.40% | 46.93% | 9.99% | 100.00% |
| 2009 | $197,392,000.00 | $42,591,301 | $42,859,565 | $92,115,984 | $19,825,150 | 21.58% | 21.71% | 46.67% | 10.04% | 100.00% |
| 2010 | $211,684,000.00 | $45,721,786 | $45,649,213 | $99,040,992 | $21,272,009 | 21.60% | 21.56% | 46.79% | 10.05% | 100.00% |
| 2011 | $138,069,000.00 | $29,974,786 | $29,580,070 | $64,673,450 | $13,840,694 | 21.71% | 21.42% | 46.84% | 10.02% | 100.00% |
| 2012 | $112,265,000.00 | $24,371,669 | $23,942,382 | $52,722,458 | $11,228,491 | 21.71% | 21.33% | 46.96% | 10.00% | 100.00% |
| 2013 * | $219,311,000.00 | $47,665,306 | $46,871,131 | $103,107,975 | $21,666,588 | 21.73% | 21.37% | 47.01% | 9.88% | 100.00% |
| Total | | $1,139,777,270 | $1,157,316,308 | $2,552,508,486 | $540,374,937 | | | | | |
| 2014 | $225,769,032.00 | $49,120,056 | $48,184,087 | $106,285,320 | $22,179,569 | 21.76% | 21.34% | 47.08% | 9.82% | 100.00% |
| 2015 | $230,094,555.00 | $50,001,738 | $49,075,365 | $108,084,122 | $22,933,329 | 21.73% | 21.33% | 46.97% | 9.97% | 100.00% |
| | $5,845,840,587.00 | $1,238,899,064 | $1,254,575,760 | $2,766,877,928 | $585,487,835 | | | | | |

* Last presented

| **Total:** | **Power Sales** | **PPE Interest** |
|---|---|---|
| Bryan | $1,238,899,064 | 21.19% |
| Denton | $1,254,575,760 | 21.46% |
| Garland | $2,766,877,928 | 47.33% |
| Greenville | $585,487,835 | 10.02% |

**Schedule F**

## DECOMMISSIONING ESCROW AGREEMENT

**THIS DECOMMISSIONING ESCROW AGREEMENT** (this "**Agreement**"), dated as of _____ (the "**Effective Date**"), is made and entered into between the Texas Municipal Power Agency (**"TMPA"**), a municipal corporation and political subdivision of the State of Texas established pursuant to the provisions of Chapter 163 of the Texas Utilities Code, the City of Bryan, the City of Denton, the City of Garland, and the City of Greenville, Texas each of which cities is a municipal corporation of the State of Texas and a home rule city (herein collectively **"Cities"** or "**Participating Public Entities**" or individually **"City"** or **"Participating Public Entity**") and _____, a _____ _____, as escrow agent (the "**Escrow Agent**").

## RECITALS

A. TMPA and the Cities are parties to identical Power Sales Contracts and have entered into a Joint Operating Agreement **("Joint Operating Agreement")** to address operations of the TMPA in matters other than the purchase of Power and Energy and to provide for the mutual rights and responsibilities of the parties as to the operations of the Agency, including asset management, decommissioning, environmental remediation, indemnities, and the winding up of affairs of the Agency upon dissolution, as necessary and appropriate and consistent with Tex. Util. Code Chapter 163, Subchapter C-1;

B. The Joint Operating Agreement provides for the TMPA to adopt a plan for the decommissioning of the Gibbons Creek Plant;

C. The Joint Operating Agreement provides for the creation of a Decommissioning Escrow Agreement to pay the costs of decommissioning pursuant to the Decommissioning Plan.

## AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cities, TMPA and the Escrow Agent agree as follows.

### ARTICLE 1.
### DEFINITIONS

**1.1 Defined Terms** Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them as follows:

"**Agreement**" shall mean this Decommissioning Escrow Agreement and the schedule referred to herein and attached hereto.

"**Cities**" shall have the meaning given such term in the Preamble to this Agreement.

"**Completion Notice**" shall have the meaning given such term in **Section 3.2.1**.

"**Decommissioned Facilities**" shall mean those Facilities of TMPA identified to be decommissioned in the Decommissioning Plan.

"**Decommissioning Amount**" shall mean the amount specified in Section 5.5 of the Joint Operating Agreement.

"**Decommissioning Completion**" shall have the meaning given such term in **Section 3.2.1**.

"**Decommissioning Costs**" shall mean all necessary and reasonable costs incurred by TMPA in decommissioning or removing the Decommissioned Facilities, including all associated environmental remediation, net of any salvage value, in accordance with Section 5.5.3 of the Joint Operating Agreement and the Decommissioning Plan and Good Utility Practice, together with the costs of any insurance, indemnities (other than the Indemnities under Section 6.3 of the Joint Operating Agreement) or associated retention for environmental liabilities incurred after the cessation of the Generation Business, as provided in Section 6.1(e) of the Joint Operating Agreement.

**"Decommissioning Plan"** shall refer to the Decommissioning Plan described in Section 5.3 of the Joint Operating Agreement.

"**Decommissioning Date**" shall mean the date that Decommissioning of the Facilities commences.

"**Decommissioning Completion**" shall have the meaning given such term in **Section 3.2.1**.

"**Decommissioning Date Notice**" shall have the meaning given such term in **Section 3.1.1**.

"**Deemed Decommissioning Date**" shall have the meaning given that term in **Section 3.1.2.**

"**Disposition Event**" shall mean the sale or transfer by TMPA of the Facilities identified in the Decommissioning Plan to a third party.

"**Dispute Period**" shall have the meaning given such term in **Section 3.1.2(ii)**.

"**Disputed Decommissioning Costs**" shall have the meaning given such term in **Section 3.1.2(ii)**.

"**Effective Date**" shall have the meaning given such term in the Preamble to this Agreement.

"**Escrow Account**" shall have the meaning given such term in **Section 2.2**.

"**Escrow Agent**" shall have the meaning given such term in the Preamble to this Agreement.

"**Facilities**" shall mean the facilities identified in the Decommissioning Plan.

"**Final Order**" shall have the meaning given such term in **Section 3.1.2(iv)**.

"**Good Utility Practice**" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry in the State of Texas during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a commercially reasonable cost consistent with good business practices, reliability, safety, and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable industry practices, methods, and acts generally accepted in the region.

"**Joint Notice**" shall have the meaning given such term in **Section 3.1.2(iv)**.

"**Joint Operating Agreement**" shall have the meaning given such term in the Recitals to this Agreement.

"**Laws**" means any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, requirements, policies, guidelines, protocols, judgments, awards, decisions, directives, consent decrees, injunctions (whether temporary, preliminary or permanent), rulings, writs or orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Authority and any interpretations thereof by any Governmental Authority.

"**Party**" means any of TMPA, the Cities, the Participating Public Entities, or the Escrow Agent and "**Parties**" means the Cities, the Participating Public Entities, TMPA and the Escrow Agent, collectively.

"**Participating Public Entity**" shall mean each City, unless and until such City is removed from the Agency under Section 163.076 of the Texas Utilities Code, and any public entity added to the Agency as provided in Section 163.076.

"**Person**" means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, Home Rule Municipal Corporation, Governmental Authority or other entity with legal constitution under applicable Law.

"**PUCT**" shall mean the Public Utility Commission of Texas or any successor thereto.

"**TMPA**" shall have the meaning given such term in the Preamble to this Agreement.

"**Submission Notice**" shall have the meaning given such term in **Section 3.1.2(i)**.

"**Submitted Decommissioning Costs**" shall have the meaning given such term in **Section 3.1.2(i)**.

**1.2 Construction**. All article, section, subsection, paragraph, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. All schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein. Unless the context of this Agreement clearly requires otherwise, (i) the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate; (ii) the words "includes" or "including" shall mean "including without limitation;" and (iii) the words "hereof," "herein,"

"hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

## ARTICLE 2.
## ESCROW ACCOUNT

**2.1** **Appointment of Escrow Agent**. The Parties hereby jointly appoint the Escrow Agent to act as escrow agent in accordance with the express terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

**2.2** **Establishment of Escrow Account**. The Escrow Agent hereby agrees to establish and maintain an account (the "**Escrow Account**") to hold all monies deposited with the Escrow Agent pursuant to this Agreement and all interest, dividends and other distributions and payments earned thereon or received by the Escrow Agent with respect thereto from time to time.

**2.3** **Deposits into Escrow Account**.

2.3.1 TMPA shall pay to the Escrow Agent for deposit into the Escrow Account the amounts identified in Section(s) 5.5 of the Joint Operating Agreement.

2.3.2 TMPA shall pay any amounts required by **Section 2.3.1** to the Escrow Agent via wire transfer of immediately available funds to an account designated in writing by the Escrow Agent no less than five (5) days after those funds are: (i) received from the sale of Mining Assets or (ii) as those funds are received from the sale or operation of Transmission or the sale or salvage of Generation Assets and required to be placed in the Decommissioning Reserve Account , as described in Sections 3.2.3(3), 4.2, 4.6(2) and 5.4(3) of the Joint Operating Agreement.

**2.4** **Investment of Amounts Held in Escrow Account**. All amounts held in the Escrow Account from time to time shall be invested as directed from time to time by TMPA or, if TMPA has not made any direction, in United States treasury securities having a maturity date no later than sixty days (60) after such date; **provided** TMPA shall not be entitled to direct amounts held in the Escrow Account, and the Escrow Agent shall not be obligated to invest amounts held in the Escrow Account, in investment that would reasonably be considered speculative. All investments must be consistent with TMPA's Investment Policy adopted under the Public Funds Investment Act. The Escrow Agent shall liquidate any investments in the Escrow Account as necessary to provide funds in order to make any payments required by this Agreement. Annually, and quarterly, the Escrow Agent shall report to TMPA and the Participating Public Entities, the balances in the Account, the investments held by the Account, any claims against the account for the period, and all interest, dividends, income and/or losses associated with the Account.

## ARTICLE 3.
## DISBURSEMENTS

**3.1 Disbursement for Decommissioning Costs.**

3.1.1 TMPA shall give notice to the Participating Public Entities and the Escrow Agent of the occurrence of the Decommissioning Date (a "**Decommissioning Date Notice**") at least sixty (60) days prior to the Decommissioning Date. If the Participating Public Entities believe the Decommissioning Date has occurred and that TMPA has not timely given a Decommissioning Date Notice, the Participating Public Entities may give a Decommissioning Date Notice to the Escrow Agent and TMPA. The Decommissioning Date shall be deemed to have occurred for purposes of this Agreement if TMPA has given a Decommissioning Date Notice or the Participating Public Entities have given a Decommissioning Date Notice.

3.1.2 From and after the deemed occurrence of the Decommissioning Date pursuant to **Section 3.1.1** (the "**Deemed Decommissioning Date**"), the Escrow Agent shall distribute amounts held in the Escrow Account to or on behalf TMPA for payment of Decommissioning Costs in accordance with the following procedures:

(i) From and after the Deemed Decommissioning Date, TMPA may from time to time submit one or more notices (each, a "**Submission Notice**") to the Escrow Agent. The Submission Notice shall specify the amount of Decommissioning Costs for which TMPA is seeking reimbursement or payment ("**Submitted Decommissioning Costs**") and shall provide each of the Participating Public Entities and the Escrow Agent with reasonable documentation supporting the Submitted Decommissioning Costs;

(ii) The Participating Public Entities may dispute any Submitted Decommissioning Costs by giving notice of such dispute to the Escrow Agent and TMPA within thirty (30) days after receipt of a Submission Notice with respect to such Submitted Decommissioning Costs (the "**Dispute Period**") specifying the amount of such Submitted Decommissioning Costs being disputed by the party (the "**Disputed Decommissioning Costs**");

(iii) Following the Dispute Period, and no later than fifteen (15) days after the end of the Dispute Period, the Escrow Agent shall pay to TMPA or at TMPA's direction, a Submitted Decommissioning Costs the amounts that are not Disputed Decommissioning Costs to the extent that amounts are then available in the Escrow Account; and

(iv) The Escrow Agent shall not distribute the Disputed Decommissioning Costs until the Escrow Agent receives (a) a final non-appealable award of an Arbitrator or a final non-appealable order of a court of competent jurisdiction (a "**Final Order**"), or (b) a writing signed by both the Participating Public Entities and TMPA (a "**Joint Notice**"), in each case specifying the portion, if any, of the Disputed

Decommissioning Costs to which TMPA is entitled, whereupon the Escrow Agent shall distribute to TMPA or at TMPA's direction the amount of Disputed Decommissioning Costs to which it is entitled pursuant to the Final Order or Joint Notice and the remaining Disputed Decommissioning Costs which are the subject of such Final Order or Joint Notice shall cease to be Disputed Decommissioning Costs with the same effect as if such Disputed Decommissioning Costs had never been Submitted Decommissioning Costs.

**3.2 Disbursement upon Decommissioning Completion**.

3.2.1 TMPA shall give notice to the Participating Public Entities and the Escrow Agent of the occurrence of the completion of the decommissioning and removal of all of the Decommissioned Facilities (a "**Completion Notice**") within sixty (60) days after the completion of the decommissioning and removal of the Decommissioned Facilities (the "**Decommissioning Completion**"). If the Participating Public Entities believe the Decommissioning Completion has occurred and that TMPA has not timely given a Completion Notice, the Participating Public Entities may give a Completion Notice to the Escrow Agent and TMPA. The Decommissioning Completion shall be deemed to have occurred for purposes of this Agreement if TMPA has given a Completion Notice or the Participating Public Entities have given a Completion Notice and TMPA has not given notice to the Escrow Agent objecting to the Participating Public Entities' Completion Notice within twenty (20) days after the Participating Public Entities gave the Completion Notice.

3.2.2 Within fifteen (15) days after receiving a Completion Notice, or the deemed occurrence of the Decommissioning Completion pursuant to **Section 3.2.1**, the Escrow Agent shall distribute to the Participating Public Entities all remaining amounts held in the Escrow Account in accordance with the provisions of Section 5.5.3 of the Joint Operating Agreement, minus the then outstanding amount of Disputed Decommissioning Costs that have not been distributed to TMPA. Upon receipt by the Escrow Agent after the Deemed Completion Date of a Final Order or Joint Notice specifying the portion, if any, of the Disputed Decommissioning Costs to which TMPA is entitled, the Escrow Agent shall distribute to TMPA the amount of Disputed Decommissioning Costs to which it is entitled pursuant to the Final Order or Joint Notice and shall distribute to the Participating Public Entities in accordance with the provisions of Section 5.5.3 of the Joint Operating Agreement the remaining Disputed Decommissioning Costs which are the subject of such Final Order or Joint Notice.

**3.3 Disbursement upon Disposition Event**.

3.3.1 TMPA shall give notice to the Participating Public Entities and the Escrow Agent of the occurrence of a Disposition Event (a "**Disposition Notice**") within sixty (60) days after the occurrence of a Disposition Event. If the Participating Public Entities believe that a Disposition Event has occurred and that TMPA has not timely given a Disposition Notice, the Participating Public Entities may give a Disposition Notice to the Escrow Agent and TMPA. A Disposition Notice shall be deemed to have occurred for purposes of this Agreement if (i) TMPA has given a Disposition Notice, (ii) the Participating Public Entities

have given a Disposition Notice and TMPA has not given notice to the Escrow Agent objecting to the Participating Public Entities' Disposition Notice within twenty (20) days after the Participating Public Entities gave the Disposition Notice, or (iii) a Final Order holds that a Disposition Event has occurred.

3.3.2 Within fifteen (15) days after the deemed occurrence of a Disposition Event, the Escrow Agent shall distribute to the Participating Public Entities in accordance with the provisions of Section 5.5.3 of the Joint Operating Agreement, or at their direction, all remaining amounts held in the Escrow Account.

**3.4 Disbursement in Accordance with Joint Notice**. The Escrow Agent shall distribute all or a portion of the amount then held in the Escrow Account in accordance with a Joint Notice received by the Escrow Agent.

**3.5 Payment of Disbursements**. The Escrow Agent shall make all payments to the Cities or TMPA via wire transfer of immediately available funds to an account or accounts designated in writing by the Cities or TMPA, respectively, no less than five (5) days prior to the due date of such payment; **provided**, if the Participating Public Entities or TMPA have not timely provided such account designation, the Escrow Agent shall make such payment as soon as practicable after receiving such account designation (but not earlier than the original due date of such payment).

**3.6 Disbursements only from Escrow Account**. Notwithstanding anything in this Agreement to the contrary, the Escrow Agent shall be only required to make, from time-to-time, disbursements of the Escrow Account according to the terms set forth herein to the extent of the Escrow Account.

**3.7 Disputes**. Any dispute that may arise under this Agreement with respect to disbursement of all or a portion of the amounts in the Escrow Account, the duties of the Escrow Agent hereunder or any other questions arising under this Agreement, shall be settled either by a Joint Notice or a Final Order. The Escrow Agent shall be under no duty to institute or defend any proceeding relating to any such dispute and none of the costs and expenses of any such proceeding shall be borne by the Escrow Agent but shall be paid from readily available funds in the Escrow Account. Prior to the settlement of any dispute as provided in this section, the Escrow Agent shall retain in its possession, without liability to anyone, any portion of the amounts in the Escrow Account that is the subject of such dispute.

## ARTICLE 4.
## THE ESCROW AGENT

**4.1 Duties of the Escrow Agent**. The Escrow Agent shall not have any duties or responsibilities under this Agreement other than those specifically set forth herein and shall act only in accordance with the provisions hereof. The permissive right or power to take any action shall not be construed as a duty to take action under any circumstances. Without limiting the generality of the foregoing, the Escrow Agent shall not have any duty or responsibility: (i) to enforce or cause to be enforced any of the terms and conditions of any other agreements of TMPA or the Participating Public Entities other than this Agreement; (ii) to verify the accuracy or sufficiency of any notice or other document received by it in connection with this Agreement; or (iii) to risk its own funds in the administration

of the Escrow Account. The Escrow Agent may rely upon, and shall be protected in acting or refraining from acting upon, any written notice, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper Party or Parties. The Escrow Agent shall not be required to take notice of any default or other fact or event unless specifically notified thereof in the manner provided in this Agreement. Annually, and quarterly, the Escrow Agent shall report to TMPA and the Participating Pubic Entities, the balances in the Account, the investments held by the Account, any claims against the account for the period, and all interest, dividends, income and/or losses associated with the Account.

**4.2** **Liabilities of the Escrow Agent**. The Escrow Agent shall not be liable to TMPA, the Participating Public Entities or any other person or entity for any loss, liability or expense resulting from or arising out of any act or failure to act of the Escrow Agent in connection with this Agreement, other than a loss, liability or expense due to a breach of fiduciary duty, an act outside the scope of authority provided by this Agreement, negligence, the gross negligence or willful misconduct on the part of the Escrow Agent. Without limiting the foregoing, the Escrow Agent shall not be liable for any error of judgment by it in good faith and reasonably believed by it to be authorized or within the rights or powers conferred upon it by this Agreement. The Escrow Agent may consult with counsel of its own choice whenever the Escrow Agent deems appropriate, and shall have full and complete authorization and protection for any action reasonably taken or suffered by it hereunder in good faith in accordance with the opinion of such counsel.

**4.3** **Indemnification of the Escrow Agent**. The Participating Public Entities and TMPA hereby agree to indemnify the Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which the Escrow Agent may incur or with which it may be threatened, directly or indirectly, arising from or in any way connected with this Agreement or which may result from the Escrow Agent's following of instructions from the Participating Public Entities or TMPA in accordance with this Agreement, and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether or not litigation is instituted, but nothing herein shall be construed to obligate TMPA or the Participating Public Entities to so indemnify the Escrow Agent to the extent that it is determined that the Escrow Agent has breached its fiduciary duties, acted outside the scope of authority provided by this Agreement, acted in negligent manner, a grossly negligent manner or with willful misconduct. The provisions of this **Section 4.3** shall survive the termination of this Agreement.

**4.4** **Resignation of the Escrow Agent**. The Escrow Agent may resign at any time by giving not less than thirty (30) days written notice of such resignation to TMPA and the Participating Public Entities. Thereafter, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Account as depository and to continue to pay the interest or other amounts thereon as provided herein. In such event the Escrow Agent shall not take any action until TMPA and the Participating Public Entities have jointly appointed a successor escrow agent. Upon receipt of written instructions to such effect, the resigning Escrow Agent shall promptly deliver all amounts in the Escrow Account to such successor escrow agent and shall thereafter have no further obligations hereunder.

**4.5 Appointment of Successor Escrow Agent**. TMPA and the Participating Public Entities together may terminate the appointment of the Escrow Agent hereunder by giving a joint written notice specifying the date upon which such termination shall take effect. In the event of such termination, TMPA and the Participating Public Entities shall within thirty (30) days of such notice jointly appoint a successor escrow agent, and the Escrow Agent shall deliver the amounts in the Escrow Account to such successor escrow agent.

**4.6 Fees and Expenses of the Escrow Agent**. The fees as set forth on Exhibit A to this Agreement for the services to be rendered by the Escrow Agent hereunder shall be satisfied from amounts held in the Escrow Account.

**4.7 Additional Agreements Relating to the Escrow Agent**.

4.7.1 Unless requested by the Parties or otherwise specifically set forth herein, the Escrow Agent shall not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

4.7.2 The Escrow Agent may execute any of the duties under this Agreement by or through agents or receivers.

4.7.3 The Escrow Agent shall not be required to institute legal proceedings of any kind.

4.7.4 The Escrow Agent makes no representation beyond its due authorization and execution of this Agreement.

4.7.5 The Escrow Agent is under no obligation to disburse amounts held in the Escrow Account upon the instructions of any Governmental Authority (other than a court of competent jurisdiction).

4.7.6 The Escrow Agent's obligations with respect to the Escrow Account and amounts held therein are governed solely by this Agreement.

## ARTICLE 5.
## MISCELLANEOUS

**5.1 Termination; Waiver and Amendment**. This Agreement shall terminate (i) upon the written agreement of TMPA and the Participating Public Entities, or (ii) automatically upon the distribution of all amounts in the Escrow Account following the Decommissioning Completion, or a Disposition Event; **provided**, **Sections 4.2** and **4.3** shall survive the termination of this Agreement. Any provision of this Agreement may be waived only in writing at any time by the Party that is entitled to the benefits thereof. This Agreement may not be amended or supplemented at any time, except by an instrument in writing signed on behalf of each Party hereto. The waiver by any Party hereto of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**5.2** **Assignment**. This Agreement shall not be assignable, whether by operation of law or otherwise, by any Party without the prior written consent of the Participating Public Entities and TMPA, and any purported assignment in violation of this provision shall be void *ab initio*.

**5.3** **Notices**. All notices, requests, demands, claims and other communications that are required to be or may be given under this Agreement must be in writing and shall be deemed to have been duly given when received if (i) delivered in person or by courier; (ii) sent by telecopy or facsimile transmission; (iii) sent by recognized overnight delivery service, or (iv) mailed, by registered or certified mail, postage prepaid return receipt requested, to the intended recipient at following addresses:

if to the Participating Public Entities:

City of Bryan
300 S. Texas Avenue
Bryan, Texas 77803-3937
979-209-5100
Attention: City Manager

City of Greenville
2821 Washington St.
Greenville, Texas 75401
903-457-3116
Attention: City Manager

With Copy to:
GEUS
6000 Joe Ramsey Blvd.
Greenville, Texas 75402
Attention: General Manager

City of Denton
215 E. McKinney St.
Denton, Texas 76201-4229
940-349-8307
Attention: City Manager

City of Garland
200 N 5th
Garland, Texas 75040-6314
972-205-2000
Attention: City Manager

if to TMPA:

Texas Municipal Power Agency
12824 FM 244
Anderson, Texas 77830
936-873-1123
Attention: General Manager

if to the Escrow Agent:

_____
_____
_____
Attn: _____
Fax: (___) _____

With copy to:

_____
_____
_____
Attn: _____
Fax: (___) _____

or to such other address as any Party shall have furnished to the other by notice given in accordance with this **Section 5.3**. Such notices shall be effective upon actual receipt at the addresses above. Notices required to be given by the Participating Public Entities shall be effective upon receipt of either (i) a single notice signed by the director of the utility of each Participating Public Entity or (ii) separate notices signed by the director of the utility of each Participating Public Entity.

**5.4** **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict of law rules that may direct the application of the laws of another jurisdiction. The exclusive venue for the adjudication of any dispute or proceeding arising out of this Agreement or the performance hereof shall be the courts located in McLennan County, Texas, and the Parties hereto consent to and hereby submit to the jurisdiction of any court located in McLennan County, Texas.

**5.5** **Severability**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated unless such an interpretation would materially alter the rights and privileges of any party or materially alter the terms of the transactions contemplated hereby.

**5.6** **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

**5.7** **No Third Party Beneficiaries**. Neither this Agreement nor any document delivered in connection with this Agreement confers upon any Person not a Party any rights or remedies hereunder.

**5.8** **Entire Agreement**. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any Party which is not embodied in or superseded by this Agreement, and no Party shall be bound by or liable for any alleged representation, promise, inducement on statement of intention not so set forth.

**5.9** **Joint Effort**. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized, all as of the Effective Date.

TEXAS MUNICIPAL POWER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for Texas Municipal Power Agency

CITY OF BRYAN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for the City of Bryan, Texas

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for the City of Denton, Texas

CITY OF GARLAND, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

CITY OF GREENVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

GEUS, acting on behalf of the City of Greenville pursuant to its Charter

By: _____

Name: _____

Title: Chair of the Board of Trustees of the Electric Utility Board

Date: _____

Attest: _____

[ESCROW AGENT], as Escrow Agent

By: _____

Name: _____

Title: _____

**EXHIBIT A**

**Fee Schedule**

**TMPA JOINT OPERATING AGREEMENT**
**SCHEDULE G – MINE RECLAMATION PLAN**
(JKH 03/30/16)

## Introduction

The purpose of the Mine Reclamation Plan is to satisfy all applicable regulatory requirements and release the mine area from all mine reclamation obligations so that land that was leased for mining may be returned to its owners and land owned by TMPA can be sold. Mine reclamation obligations are represented by a performance bond held by the principal regulatory authority with jurisdiction over mining – the Railroad Commission of Texas (RCT). The bond is released by the RCT upon demonstrations that regulatory performance standards have been met.

Release of the performance bond is separated into three phases – Phase I (release of 60% of bonding funds) upon a demonstration that post-mining soils have met the standards, Phase II (release of additional 25% of bonding funds) upon a demonstration that permanent vegetation has been adequately re-established, and Phase III (release of remaining 15% of bonding funds) upon a demonstration that groundwater has reached equilibrium. Phase III bond release represents final bond release indicating that the mine permit holder has satisfied all the requirements and the land is no longer encumbered by any reclamation obligations.

It should be noted that the large construction activities of mine reclamation have been completed. These included: shaping of the surface topography; reconstruction of suitable mine soils, filling in, or conversion of, mine pits to end lakes; restoration of creeks and wetland habitats; planting of permanent grasses and trees. The remaining reclamation and bond release work primarily consists of tasks such as: repair of soil erosion; evaluation of vegetation productivity; sampling and analysis of mine soils, surface water, and ground water; correction of mapping discrepancies; and mitigation of acid seeps. All of these activities are documented and submitted for Railroad Commission review and approval as prerequisites to bond release.

## Overall status of Mine reclamation

The overall status of mine reclamation as of the end of FY 15 (September 30, 2015) is summarized graphically in Figure 1. Out of an area of 8,825 acres of mine land that was originally under bond, 1,724 acres have been completely released, and an additional 4,507 acres have been submitted for final bond release (more detailed information is provided in Table 1). Final bond release applications have been taking an average of two years to process by the RCT so it is anticipated that the 2015 submittals will be released in 2017.

**Figure 1 – Overall Status of Bond Release on Mine Property**

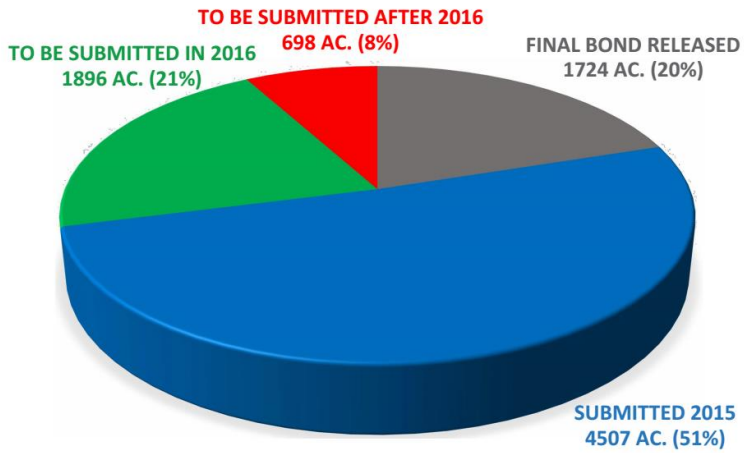


**Table 1 – Status and Plan of Final Bond Release**

| Packet(s) | Area (acres) | % of bonded area | Submittal date for final bond release | Status |
|---|---|---|---|---|
| **Permit 26D** | | | | |
| Mine shop facilities | 169 | 2% | 1999 | Completed (bond released in 2000) |
| Moody property | 904 | 10% | 09/16/11 | Completed (bond released 01/15/13) |
| Rev. 21 (mapping) | 232 | 3% | 12/3/14 | Completed (revision approved 12/8/14) |
| Falco property | 111 | 1% | 09/14/12 | Completed (bond released 08/25/15) |
| Rail spur (section in Permit 26D) | 138 | 1% | Projected April 2016 | Next priority following bond release on section in Permit 38D (on 10/20/15) |
| G1 Block | 1,243 | 14% | 07/17/15 | Bond release inspection held on 08/11/15 |
| B1 Block | 1,621 | 18% | 08/14/15 | Bond release inspection held on 09/15/15 |
| B2 Block | 1,642 | 19% | 09/9/15 | Bond release inspection in summer 2016 |
| Remaining areas | 506 | 6% | Projected no later than July 2020 | 5-year ERP to start in 2016; will apply for Phase I & II in 2016 and final bond release no later than 2020 |
| **Sub-Total (Permit 26D)** | **6,566** | **74%** | | |
| | | | | |
| **Permit 38D** | | | | |
| Rev. 14 (mapping) | 308 | 3% | 07/26/12 | Completed (revision approved 07/31/13) |
| Rail spur | 55 | 1% | 10/9/13 | Completed (bond released 10/20/15) |
| A2 and A3 Blocks – Area 1 | 161 | 2% | Projected May 2016 | 5-year ERP started 01/27/06; will apply for Phase I, II, and III in 2016 |
| A2 and A3 Blocks – Area 2 | 1,254 | 14% | Projected June 2016 | 5-year ERP started 06/4/10; will apply for Phase I, II, and III in 2016 |
| A2 and A3 Blocks – Area 3 | 427 | 5% | Projected July 2019 | 5-year ERP started 09/30/13; will apply for Phase I & II bond in 2016 and final bond release in 2018 |
| A2 and A3 Blocks – Area 4 | 54 | 1% | Projected no later than July 2020 | 5-year ERP to start in 2016; will apply for Phase I & II in 2016 and final bond release no later than 2020 |
| **Sub-Total (Permit 38D)** | **2,259** | **26%** | | |
| **Total** | **8,825** | **100%** | | |

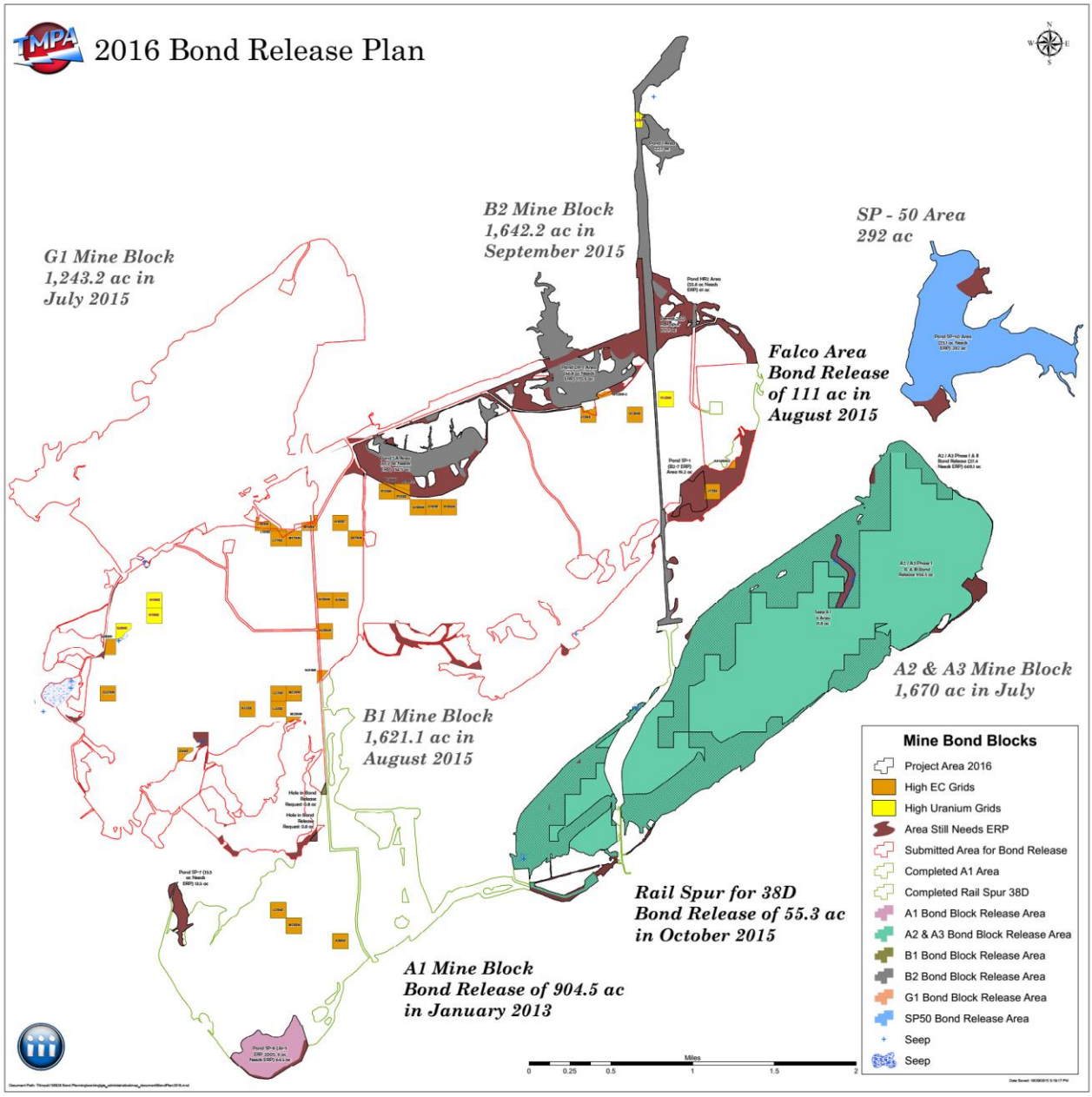
**Plan for 2016**

The Mine Reclamation Plan for 2016 is to continue submitting bond release applications as laid out in Table 1. These will be primarily in the Permit 38D area as shown in green on the map (Figure 2).

**Plan for 2017-2020**

The other colors on the map (totaling about 698 acres) relate to specific items for resolution with the RCT on a case-by-case basis, such as: Extended Responsibility Areas (brown and pink areas), specific mine soil grids (orange and yellow squares), Pond SP-50 (blue), and acid seeps (too small to be visible at the scale of the map). Some of these are expected to be resolved in 2016 but some may take longer. They are all expected to be resolved no later than 2020.

**Figure 2 – Map of 2016 Bond Release Plan**



**Schedule H**

## INDEMNITY ESCROW AGREEMENT

**THIS INDEMNITY ESCROW AGREEMENT** (this "**Agreement**"), dated as of _____ (the "**Effective Date**"), is made and entered into between the Texas Municipal Power Agency (**"TMPA"**), a municipal corporation and political subdivision of the State of Texas established pursuant to the provisions of Chapter 163 of the Texas Utilities Code, the City of Bryan, the City of Denton, the City of Garland, and the City of Greenville, Texas each of which cities is a municipal corporation of the State of Texas and a home rule city (herein collectively **"**Participating Public Entities" or "**Cities"** or individually **"**Participating Public Entity" or **"City"**) and _____, a _____ _____, as escrow agent (the "**Escrow Agent**").

## RECITALS

A. TMPA and the Cities are parties to identical Power Sales Contracts and have entered into a Joint Operating Agreement to address operations of the TMPA in matters other than the purchase of Power and Energy and to provide for the mutual rights and responsibilities of the Parties as to the operations of the Agency, including asset management, decommissioning, environmental remediation, indemnities, and the winding up of affairs of the Agency upon dissolution, as necessary and appropriate and consistent with Tex. Util. Code Chapter 163, Subchapter C-1**("Joint Operating Agreement")**;

B. The Joint Operating Agreement provides for the TMPA to establish an indemnity escrow to provide for self-insurance and cover its indemnity and defense obligations to the Cities and Participating Public Entities under Section 6.3 of the Joint Operating Agreement;

C. The Joint Operating Agreement provides for the creation of an Indemnity Escrow Agreement to fund TMPA's indemnity obligations under Section 6.3 of the Joint Operating Agreement.

## AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cities, TMPA and the Escrow Agent agree as follows.

### ARTICLE 1.
### DEFINITIONS

**1.1 Defined Terms**. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them as follows:

"**Agreement**" shall mean this Indemnity Escrow Agreement and the schedule referred to herein and attached hereto.

"**Dispute Period**" shall have the meaning given such term in **Section 3.1.2**

"**Disputed Indemnity Claim**" shall have the meaning given such term in **Section 3.1.2**

"**Effective Date**" shall have the meaning given such term in the Preamble to this Agreement.

"**Escrow Account**" shall have the meaning given such term in **Section 2.2**.

"**Escrow Agent**" shall have the meaning given such term in the Preamble to this Agreement.

"**Final Order**" shall have the meaning given such term in **Section 3.1.4.**

"**Good Utility Practice**" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry in the State of Texas during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a commercially reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable industry practices, methods, and acts generally accepted in the region.

"**Indemnity Claim**" shall mean a claim by TMPA for reimbursement of insurance premiums as permitted by Sections 6.4, 6.5 and 6.6 of the Joint Operating Agreement, defense costs arising from TMPA's obligations under 6.3.1 of the Joint Operating Agreement, or indemnification costs arising from its obligations under 6.3.1 of the Joint Operating Agreement, or, any claims, liabilities, costs, losses, damages, expenses (including reasonable attorney and expert fees) asserted by any private persons or government authorities, and/or penalties or fines imposed by government authorities, both state and federal, in any legal or regulatory action or proceeding brought by any such private persons or government authority against any one or all of the past, present and future Participating Public Entities or Participating Public Entity Indemnitees for any and all environmental damage or environmental claim of any kind arising in any way from the operations of the Agency alleged to have caused damage to the Agency property, surrounding property owned by unaffiliated third parties, ground water, soil, air, or any other environmental injury of any kind, along with injury to or the death of any person.

"**Joint Notice**" shall mean a writing directed to the Escrow Agent signed by all of the Participating Public Entities or their duly authorized representatives.

"**Joint Operating Agreement**" shall have the meaning given such term in the Recitals to this Agreement.

"**Laws**" means any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, requirements, policies, guidelines, protocols, judgments, awards, decisions, directives, consent decrees, injunctions (whether temporary, preliminary or permanent), rulings, writs or orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Authority and any interpretations thereof by any Governmental Authority.

**"Participating Public Entity"** shall mean each City, unless and until such City is removed from the Agency under Section 163.076 of the Texas Utilities Code, and any public entity added to the Agency as provided in Section 163.076.

"**Participating Public Entity's Indemnitee**" shall mean each past, present and future Participating Public Entity, collectively and individually, and its respective past, present and future council members, appointees to the TMPA Board of Directors, utility directors, utility companies or entities, employees, agents, contractors, subcontractors, invitees, representatives and permitted assigns, as defined in Section 6.3 of the Joint Operating Agreement.

"**Party**" means any of TMPA, the Cities, the Participating Public Entities, or the Escrow Agent and "**Parties**" means the Cities, the Participating Public Entities, TMPA and the Escrow Agent, collectively.

"**Person**" means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, Home Rule Municipal Corporation, Governmental Authority or other entity with legal constitution under applicable Law.

"**PUCT**" shall mean the Public Utility Commission of Texas or any successor thereto.

"**Submission Notice**" shall have the meaning given such term in **Section 3.1.1.**

"**TMPA**" shall have the meaning given such term in the Preamble to this Agreement.

**1.2 Construction**. All article, section, subsection, paragraph, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. All schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein. Unless the context of this Agreement clearly requires otherwise, (i) the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate; (ii) the words "includes" or "including" shall mean "including without limitation;" and (iii) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

## ARTICLE 2.
## ESCROW ACCOUNT

**2.1 Appointment of Escrow Agent**. The Parties hereby jointly appoint the Escrow Agent to act as escrow agent in accordance with the express terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

**2.2 Establishment of Escrow Account**. The Escrow Agent hereby agrees to establish and maintain an account (the "**Escrow Account**") to hold all monies deposited with the Escrow Agent pursuant to this Agreement and all interest, dividends and other distributions and payments earned thereon or received by the Escrow Agent with respect thereto from time to time.

**2.3 Deposits into Escrow Account**.

2.3.1 TMPA shall pay to the Escrow Agent for deposit into the Escrow Account the amounts identified in Section 6.5 of the Joint Operating Agreement.

2.3.2 TMPA shall pay any amounts required by Section 6.5 to the Escrow Agent via wire transfer of immediately available funds to an account designated in writing by the Escrow Agent no less than five (5) days after those funds are: (i) received from the sale of Mining Assets, or (ii) as those funds are received from the sale or operation of Transmission or Generation Assets and required to be placed in the Indemnity Escrow, as described in Sections 3.2.3(4), 4.2, 4.6(3) and 5.4(4) of the Joint Operating Agreement.

**2.4 Investment of Amounts Held in Escrow Account**. All amounts held in the Escrow Account from time to time shall be invested as directed from time to time by TMPA or, if TMPA has not made any direction, in United States treasury securities having a maturity date no later than sixty days (60) after such date; **provided** TMPA shall not be entitled to direct amounts held in the Escrow Account, and the Escrow Agent shall not be obligated to invest amounts held in the Escrow Account, in investment that would reasonably be considered speculative. All investments must be consistent with TMPA's Investment Policy adopted under the Public Funds Investment Act. The Escrow Agent shall liquidate any investments in the Escrow Account as necessary to provide funds in order to make any payments required by this Agreement. Annually, and quarterly, the Escrow Agent shall report to TMPA and the Participating Pubic Entities, the balances in the Account, the investments held by the Account, any claims against the account for the period, and all interest, dividends, income and/or losses associated with the Account.

## ARTICLE 3.
## DISBURSEMENTS

**3.1 Disbursement for Indemnity Funds.**

3.1.1 Notice Required for Indemnity Claim. TMPA, a Participating Public Entity or Participating Public Entity Indemnitee who is obligated to pay an Indemnity Claim shall give notice to all Participating Public Entities and the Escrow Agent of an Indemnity Claim (a **"Submission Notice")**. TMPA may give notice to the Escrow Agent for the cost of insurance premiums as permitted by Sections 6.4, 6.5 and 6.6 of the Joint Operating Agreement ("**Insurance Premium Submission Notice**").

3.1.2 Objection. Any Participating Public Entity may dispute an Indemnity Claim by giving notice of such dispute to the Escrow Agent, the Participating Public Entities and TMPA within thirty (30) days (the **"Dispute Period")** after receipt of a Submission Notice or Insurance Premium Submission Notice with respect to such Indemnity Claim specifying the amount of such Indemnity Claim being disputed by the Party (the **"Disputed Indemnity Claim"**).

3.1.3 Payment. Following the Dispute Period, and no later than fifteen (15) days after the end of the Dispute Period, the Escrow Agent shall pay to the Party filing a Submission Notice the

amount of the Indemnity Claim less the Disputed Indemnity Claim to the extent that amounts are then available in the Escrow Account; and

3.1.4 Effect of Objection and Resolution. The Escrow Agent shall not distribute the Disputed Indemnity Claim until the Escrow Agent receives (a) a final non-appealable award of an Arbitrator or final non-appealable order of a court of competent jurisdiction (a **"Final Order"**), or (b) a Joint Notice, in each case specifying the portion, if any, of the Disputed Indemnity Claim to which the Party filing the Indemnity Claim is entitled, whereupon the Escrow Agent shall distribute to the Party filing the Indemnity Claim the amount of the Disputed Indemnity Claim to which it is entitled pursuant to the Final Order or Joint Notice to the extent that amounts are then available in the Escrow Account and the remaining Disputed Indemnity Claim which is the subject of such Final Order or Joint Notice shall cease to be a Disputed Indemnity Claim with the same effect as if such Disputed Indemnity Claim had never been submitted.

**3.2 Disbursement in Accordance with Joint Notice**. As permitted by Section 6.5 of the Joint Operating Agreement, the Escrow Agent shall distribute all or a portion of the amount then held in the Escrow Account in accordance with a Joint Notice received by the Escrow Agent.

**3.3 Payment of Disbursements**. The Escrow Agent shall make all payments to the Party entitled to disbursements under this Agreement via wire transfer of immediately available funds to an account or accounts designated in writing by the Party, no less than five (5) days prior to the due date of such payment; **provided**, if the Party entitled to disbursements under this Agreement has not timely provided such account designation the Escrow Agent shall make such payment as soon as practicable after receiving such account designation (but not earlier than the original due date of such payment).

**3.4 Disbursements only from Escrow Account**. Notwithstanding anything in this Agreement to the contrary, the Escrow Agent shall be only required to make, from time-to-time, disbursements of the Escrow Account according to the terms set forth herein to the extent of the Escrow Account.

**3.5 Disputes**. Any dispute that may arise under this Agreement with respect to disbursement of all or a portion of the amounts in the Escrow Account, the duties of the Escrow Agent hereunder or any other questions arising under this Agreement, shall be settled either by a Joint Notice or a Final Order. The Escrow Agent shall be under no duty to institute or defend any proceeding relating to any such dispute and none of the costs and expenses of any such proceeding shall be borne by the Escrow Agent, but shall be paid from readily available funds in the Escrow Account. Prior to the settlement of any dispute as provided in this section, the Escrow Agent shall retain in its possession, without liability to anyone, any portion of the amounts in the Escrow Account that is the subject of such dispute.

## ARTICLE 4.
## THE ESCROW AGENT

**4.1 Duties of the Escrow Agent**. The Escrow Agent shall not have any duties or responsibilities under this Agreement other than those specifically set forth herein and shall act only in accordance with

the provisions hereof. The permissive right or power to take any action shall not be construed as a duty to take action under any circumstances. Without limiting the generality of the foregoing, the Escrow Agent shall not have any duty or responsibility: (i) to enforce or cause to be enforced any of the terms and conditions of any other agreements of TMPA or the Participating Public Entities other than this Agreement; (ii) to verify the accuracy or sufficiency of any notice or other document received by it in connection with this Agreement; or (iii) to risk its own funds in the administration of the Escrow Account. The Escrow Agent may rely upon, and shall be protected in acting or refraining from acting upon, any written notice, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper Party or Parties. The Escrow Agent shall not be required to take notice of any default or other fact or event unless specifically notified thereof in the manner provided in this Agreement.

**4.2** **Liabilities of the Escrow Agent**. The Escrow Agent shall not be liable to TMPA, the Cities or any other person or entity for any loss, liability or expense resulting from or arising out of any act or failure to act of the Escrow Agent in connection with this Agreement, other than a loss, liability or expense due to the negligence, gross negligence, breach of fiduciary duty or willful misconduct on the part of the Escrow Agent. Without limiting the foregoing, the Escrow Agent shall not be liable for any error of judgment by it in good faith and reasonably believed by it to be authorized or within the rights or powers conferred upon it by this Agreement. The Escrow Agent may consult with counsel of its own choice whenever the Escrow Agent deems appropriate, and shall have full and complete authorization and protection for any action reasonably taken or suffered by it hereunder in good faith in accordance with the opinion of such counsel.

**4.3** **Indemnification of the Escrow Agent**. Each Participating Public Entity and TMPA hereby agree to indemnify the Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which the Escrow Agent may incur or with which it may be threatened, directly or indirectly, arising from or in any way connected with this Agreement or which may result from the Escrow Agent's following of instructions from the Participating Public Entities or TMPA in accordance with this Agreement, and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether or not litigation is instituted, but nothing herein shall be construed to obligate TMPA or the Participating Public Entities to so indemnify the Escrow Agent to the extent that it is determined that the Escrow Agent has breached its fiduciary duties, acted outside the scope of authority provided by this Agreement, acted in a grossly negligent manner or with willful misconduct. The provisions of this **Section 4.3** shall survive the termination of this Agreement.

**4.4** **Resignation of the Escrow Agent**. The Escrow Agent may resign at any time by giving not less than thirty (30) days written notice of such resignation to TMPA and the Participating Public Entities. Thereafter, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Account as depositary and to continue to pay the interest or other amounts thereon as provided herein. In such event the Escrow Agent shall not take any action until TMPA and the Participating Public Entities have jointly appointed a successor escrow agent. Upon receipt of written instructions to such effect, the resigning Escrow Agent shall promptly deliver all amounts

in the Escrow Account to such successor escrow agent and shall thereafter have no further obligations hereunder.

**4.5 Appointment of Successor Escrow Agent**. TMPA and the Participating Public Entities together may terminate the appointment of the Escrow Agent hereunder by giving a joint written notice specifying the date upon which such termination shall take effect. In the event of such termination, TMPA and the Participating Public Entities shall within thirty (30) days of such notice jointly appoint a successor escrow agent, and the Escrow Agent shall deliver all amounts in the Escrow Account to such successor escrow agent.

**4.6 Fees and Expenses of the Escrow Agent**. The fees as set forth on Exhibit A to this Agreement for the services to be rendered by the Escrow Agent hereunder shall be satisfied from amounts held in the Escrow Account.

**4.7 Additional Agreements Relating to the Escrow Agent**.

4.7.1 Unless requested by the Participating Public Entities or otherwise specifically set forth herein, the Escrow Agent shall not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

4.7.2 The Escrow Agent may execute any of the duties under this Agreement by or through agents or receivers.

4.7.3 The Escrow Agent shall not be required to institute legal proceedings of any kind.

4.7.4 The Escrow Agent makes no representation beyond its due authorization and execution of this Agreement.

4.7.5 The Escrow Agent is under no obligation to disburse amounts held in the Escrow Account upon the instructions of any Governmental Authority (other than a court of competent jurisdiction).

4.7.6 The Escrow Agent's obligations with respect to the Escrow Account and amounts held therein are governed solely by this Agreement.

## ARTICLE 5.
## MISCELLANEOUS

**5.1 Termination; Waiver and Amendment**. This Agreement shall terminate (i) upon the written agreement of TMPA and the Participating Public Entities, or (ii) automatically upon the distribution of all amounts in the Escrow Account; **provided**, **Sections 4.2** and **4.3** shall survive the termination of this Agreement. Any provision of this Agreement may be waived only in writing at any time by the Party that is entitled to the benefits thereof. This Agreement may not be amended or supplemented at any time, except by an instrument in writing signed on behalf of each Party hereto. The waiver by any Party hereto of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**5.2** **Assignment**. This Agreement shall not be assignable, whether by operation of law or otherwise, by any Party without the prior written consent of the Participating Public Entities and TMPA, and any purported assignment in violation of this provision shall be void *ab initio*.

**5.3** **Notices**. All notices, requests, demands, claims and other communications that are required to be or may be given under this Agreement must be in writing and shall be deemed to have been duly given when received if (i) delivered in person or by courier; (ii) sent by telecopy or facsimile transmission; (iii) sent by recognized overnight delivery service, or (iv) mailed, by registered or certified mail, postage prepaid return receipt requested, to the intended recipient at following addresses:

if to the Participating Public Entities:

City of Bryan
300 S. Texas Avenue
Bryan, Texas 77803-3937
979-209-5100
Attention: City Manager

City of Greenville
2821 Washington St.
Greenville, Texas 75401
903-457-3116
Attention: City Manager

with a copy to:
GEUS
6000 Joe Ramsey Blvd,
Greenville, Texas 75402
Attention: General Manager

City of Denton
215 E. McKinney St.
Denton, Texas 76201-4229
940-349-8307
Attention: City Manager

City of Garland
200 N 5th
Garland, Texas 75040-6314
972-205-2000
Attention: City Manager

if to TMPA:

Texas Municipal Power Agency
12824 FM 244
Anderson, Texas 77830
979-209-5100
Attention: General Manager

if to the Escrow Agent:

_____
_____
_____
Attn: _____
Fax: (___) _____

With copy to:

_____
_____
_____
Attn: _____
Fax: (___) _____

or to such other address as any Party shall have furnished to the other by notice given in accordance with this **Section 5.3**. Such notices shall be effective upon actual receipt at the addresses above. Notices required to be given by the Participating Public Entities shall be effective upon receipt of either (i) a single notice signed by the director of the utility of each Participating Public Entity or (ii) separate notices signed by the director of the utility of each Participating Public Entity.

**5.4** **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict of law rules that may direct the application of the laws of another jurisdiction. The exclusive venue for the adjudication of any dispute or proceeding arising out of this Agreement or the performance hereof shall be the courts located in McLennan County, Texas, and the Parties hereto consent to and hereby submit to the jurisdiction of any court located in McLennan County, Texas.

**5.5** **Severability**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated unless such an interpretation would materially alter the rights and privileges of any party or materially alter the terms of the transactions contemplated hereby.

**5.6** **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

**5.7** **No Third Party Beneficiaries**. Neither this Agreement nor any document delivered in connection with this Agreement confers upon any Person not a Party any rights or remedies hereunder.

**5.8** **Entire Agreement**. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any Party which is not embodied in or superseded by this Agreement, and no Party shall be bound by or liable for any alleged representation, promise, inducement on statement of intention not so set forth.

**5.9** **Joint Effort**. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized, all as of the Effective Date.

TEXAS MUNICIPAL POWER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for Texas Municipal Power Agency

CITY OF BRYAN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for the City of Bryan, Texas

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for the City of Denton, Texas

CITY OF GARLAND, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

CITY OF GREENVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

GEUS, acting on behalf of the City of Greenville pursuant to its Charter

By: _____

Name: _____

Title: Chair of the Board of Trustees of the Electric Utility Board

Date: _____

Attest: _____

[ESCROW AGENT], as Escrow Agent

By: _____

Name:_____

Title:_____

**EXHIBIT A**

**Fee Schedule**

GARLAND
POLICY REPORT

**City Council Work Session Agenda** **Work Session Item 1. b.**

**Meeting Date:** July 5, 2016

**Item Title:** Amendatory Ordinance Relating to Fire Department Positions

**Submitted By:** Brad Neighbor, City Attorney

**Council Goal:** Defends Rightful Powers of Municipalities
Fully Informed and Engaged Citizenry
Consistent Delivery of Reliable City Services

## ISSUE

Several years ago the City discovered a cheating scandal at the Garland Fire Department involving promotional examinations. One result of that cheating was that a Fire Driver was not promoted to Fire Lieutenant, who would have been promoted to Fire Lieutenant, but for the cheating. In order to rectify the inequities caused by the cheating scandal, the City Council is requested to adopt an ordinance amending the schedule of approved fire department positions to provide for an additional Fire Lieutenant position and by making a corresponding reduction in the number of Firefighter positions by one.

## OPTIONS

Approve or disapprove the ordinance.

## RECOMMENDATION

Unless otherwise directed by Council an the ordinance in accordance with the terms of the agreed final judgment described more fully below has been scheduled for formal consideration at the July 5, 2016 Regular Meeting. A copy of the proposed ordinance is attached.

## BACKGROUND

Some years ago, the City discovered that three members of the Fire Department had engaged in a cheating scheme on promotional examinations resulting in promotions to positions to which they were not entitled. As a result of the cheating, several members of the Fire Department did not receive promotions they should have received but for the cheating. Too much time had elapsed to enable a remedy under the provisions of State law. In order to avoid the injustice of denying rightful promotions to those affected by the cheating, the City filed a lawsuit envoking the equitable powers of a court for a remedy. The court issued an agreed final judgment that ordered a Fire Driver, Jason Zito, to be promoted to Fire Lieutenant. The Fire Chief has requested the adoption of an ordinance to accommodate the final judgment entered by the court. The ordinance will revise the schedule of authorized Fire Department positions by increasing the number of Fire Lieutenants by one to 15 and by reducing the number of Firefighters by one to 118.

**CONSIDERATION**

This amendment to the authorized and budgeted positions of the Garland Fire Department is necessary to implement the final judgment and resolve the unfortunate effects of the cheating scandal.

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**Attachments**

Amendatory Ordinance

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**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, ESTABLISHING CIVIL SERVICE CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS; PRESCRIBING THE NUMBER OF POSITIONS IN EACH CLASSIFICATION; PRESCRIBING THE BASE SALARY AND TYPES OF PAY FOR THOSE CLASSIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 143 of the Texas Local Government Code, the City Council shall establish certain classifications and shall prescribe the number of positions in each of these classifications by ordinance, and

**WHEREAS**, the City Council has reviewed and approved a budget for the City for the fiscal year beginning October 1, 2015, and ending September 30, 2016, and

**WHEREAS**, such budget contains a program of planned expenditures for the police and fire departments, including changes to the operations and human resources of those departments,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:**

**Section 1**

That the City Council of the City of Garland, Texas, hereby establishes the classifications and number of authorized positions within each classification and the base salary and types of pay for those classifications as specified on “Exhibits A-1 through A-4” attached hereto and made a part hereof as if fully set forth herein.

**Section 2**

That this Ordinance shall take effect on October 1, 2015.

**PASSED AND APPROVED** this the _____ day of _____, 2016.

**THE CITY OF GARLAND, TEXAS**

By: _____
Douglas Athas,
Mayor

**ATTEST:**

_____
Rene Dowl,
City Secretary

**EXHIBIT "A-1"**

# CIVIL SERVICE

**2015/2016**
**Budgeted Positions**

**POLICE** → **Total: 334**

| Classification | Number of Positions Effective 10-01-2015 |
|---|---|
| | |
| Police Officer* | 285 |
| Police Supervisor | 36 |
| Police Captain | 8 |
| Assistant Chief | 4 |
| Police Chief (Managing Director) | 1 |
| | |
| Total | 334 |

**FIRE** → **Total: 254**

| Classification | Number of Positions Effective 10-01-2015 |
|---|---|
| | |
| Firefighter | 119 |
| Driver | 72 |
| Lieutenant | 14 |
| Captain | 37 |
| Battalion Chief | 9 |
| Assistant Chief | 3 |
| Fire Chief (Managing Director) | 1 |
| | |
| Total | 254 |

*Includes eleven new requested positions

**EXHIBIT "A-2"**

# Civil Service
# 2015-2016 Salary Schedules
**Effective 1/1/2016**

## Police

| Years | Step | Classification | Hourly | Annual | Spread |
|---|---|---|---|---|---|
| Hire | 1 | Recruit | $26.2829 | $54,668 | |
| 6 months | 2 | Officer 2 | $26.8982 | $55,948 | 2% |
| 1 year | 3 | Officer 3 | $28.2261 | $58,710 | 5% |
| 2 year | 4 | Officer 4 | $29.7559 | $61,892 | 5% |
| 3 year | 5 | Officer 5 | $31.2441 | $64,988 | 5% |
| 4 year | 6 | Officer 6 | $32.4308 | $67,456 | 4% |
| 5 year | 7 | Officer 7 | $33.8294 | $70,365 | 4% |
| 10 years | 8 | Officer 8 | $35.3533 | $73,535 | 5% |
| 12 years | 9 | Officer 9 | $36.2644 | $75,430 | 3% |
| Year 1 | 1 | Supervisor 1 | $45.2178 | $94,053 | |
| Year 2 | 2 | Supervisor 2 | $47.6159 | $99,041 | 5% |
| Year 1 | 1 | Captain 1 | $52.9050 | $110,042 | |
| Year 2 | 2 | Captain 2 | $55.5852 | $115,617 | 5% |
| Year 1 | 1 | Assistant Chief 1 | $62.0172 | $128,996 | |
| Year 2 | 2 | Assistant Chief 2 | $65.2512 | $135,723 | 5% |

## Fire

| Years | Step | Classification | Staff* | Shift** | Annual | Spread |
|---|---|---|---|---|---|---|
| Hire | 1 | Recruit 1 | $24.6505 | $17.6075 | $51,273 | |
| 6 months | 2 | Recruit 2 | $25.7736 | $18.4097 | $53,609 | 5% |
| 1 year | 3 | Firefighter 3 | $27.2931 | $19.4951 | $56,770 | 6% |
| 2 year | 4 | Firefighter 4 | $28.8034 | $20.5738 | $59,911 | 6% |
| 3 year | 5 | Firefighter 5 | $30.1947 | $21.5677 | $62,805 | 5% |
| 5 years | 6 | Firefighter 6 | $32.1130 | $22.9378 | $66,795 | 6% |
| 7 years | 7 | Firefighter 7 | $33.3149 | $23.7964 | $69,295 | 4% |
| 8.5 years | 8 | Firefighter 8 | $34.2668 | $24.4763 | $71,275 | 3% |
| Year 1 | 1 | Fire Driver 1 | $35.9712 | $25.6937 | $74,820 | |
| Year 2 | 2 | Fire Driver 2 | $37.6260 | $26.8757 | $78,262 | 5% |
| Year 1 | 1 | Lieutenant 1 | $39.8837 | $28.4883 | $82,958 | |
| Year 2 | 2 | Lieutenant 2 | $41.9726 | $29.9804 | $87,303 | 5% |
| Year 1 | 1 | Captain 1 | $44.2811 | $31.6293 | $92,105 | |
| Year 2 | 2 | Captain 2 | $46.2788 | $33.0563 | $96,260 | 5% |
| Year 1 | 1 | Battalion Chief 1 | $50.5587 | $36.1133 | $105,162 | |
| Year 2 | 2 | Battalion Chief 2 | $53.3293 | $38.0924 | $110,925 | 5% |
| Year 1 | 1 | Assistant Chief 1 | $61.9207 | $44.2291 | $128,795 | |
| Year 2 | 2 | Assistant Chief 2 | $65.0438 | $46.4598 | $135,291 | 5% |

* Staff - hourly rate calculated from 2080 hours per year

** Shift - hourly rate calculated from 2912 hours per year

**EXHIBIT "A-3"**

# POLICE DEPARTMENT

## 2015/2016
## INCENTIVE PAY PLANS

### ELIGIBILITY:

1. Must be a full time, paid, duly sworn peace officer in the Garland Police Department.
2. Must have more than one year of service as a peace officer in the department.

### CERTIFICATION AND EDUCATIONAL INCENTIVE PAY:

#### 1. Certification Incentive

| Description | Amount Per Month |
|---|---|
| Advanced Certification | $75 per month |
| Master Certification | $95 per month |

#### 2. Education Incentive

| Description | Amount Per Month |
|---|---|
| Bachelor Degree | $125 per month |
| Masters or Doctoral Degree | $150 per month |

### ASSIGNMENT PAY:

| Description | Amount Per Month |
|---|---|
| Officers designated by the Chief of Police as Field Training Officers (FTO) shall receive FTO Pay in compensation for this job assignment. This job assignment is of a temporary nature and can be removed at the discretion of the Chief of Police. | $250 per month |

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### BILINGUAL PAY:

| Description | Amount Per Month |
|---|---|
| a) Certification by the State of Texas indicating proficiency in verbal bilingual skills. | $100 per month |
| b) Certification by the State of Texas indicating proficiency in verbal and written bilingual skills. | $150 per month |

**Note:** The above is a synopsis of these special pay plans. Details of these plans are available from the Director of Civil Service or Chief of Police.

**EXHIBIT "A-4"**

# FIRE DEPARTMENT

**2015/2016**
**INCENTIVE PAY PLANS**

**ELIGIBILITY:**

Must be a Certified Texas Firefighter

**CERTIFICATION AND EDUCATIONAL INCENTIVE PAY:**

1. **Certification Incentive**
   a) Per TCFP Rules
   b) Available to all ranks

| Description | Amount Per Month |
|---|---|
| a) Intermediate | $45 per month |
| b) Advanced | $85 per month |
| c) Master | $125 per month |

2. **Education Incentive**
   a) Per TCFP Rules
   b) Available to all ranks

| Description | Amount Per Month |
|---|---|
| 1. Bachelor or Master Degree + Intermediate Certification | $50 per month |
| 2. Bachelor or Master Degree + Advanced Certification | $100 per month |
| 3. Bachelor Degree + Master Certification | $150 per month |
| 4. Master Degree + Master Certification | $200 per month |

## EXHIBIT "A-4" (Continued)

### ASSIGNMENT PAY:

Assignment Pay Incentive - Available to Firefighter, Driver/Engineer, Lieutenant and Captain classifications.

| Description | Amount Per Month |
|---|---|
| a) Instructor II | $25 per month |
| b) Instructor III<br>Must be assigned full time to Training Division<br>Not eligible for Intermediate Instructor incentive pay | $100 per month |
| c) Paramedic<br>Must be certified by the State, and be accepted by the City Medical Control Director and approved by the Fire Chief. | $100 per month |
| d) Paramedic<br>Paramedics who staff an ambulance receive an additional $30 per shift. | $30 per shift |
| e) Fire Inspector<br>Must be certified and assigned to Inspection Section of Fire Prevention Bureau | $100 per month |
| f) Fire/Arson Investigator<br>Must be certified and assigned to the Investigation Section of Fire Prevention Bureau. | $100 per month |

### BILINGUAL PAY:

| Description | Amount Per Month |
|---|---|
| a) Certification by the State of Texas indicating proficiency in verbal bilingual skills. | $100 per month |
| b) Certification by the State of Texas indicating proficiency in verbal and written bilingual skills. | $150 per month |

**Note:** The above is a synopsis of these special pay plans. Details of these plans are available from the Director of Civil Service or Fire Chief.

GARLAND
POLICY REPORT

**City Council Work Session Agenda** **Work Session Item 1. c.**

**Meeting Date:** July 5, 2016

**Item Title:** Development Agreement with Garland Partners, Ltd., Western Rim Investors 2015-2, L.P. and Western Rim Investors 2015-3, L.P.

**Submitted By:** Michael Polocek, Engineering Director

**Council Goal:** Sustainable Quality Development and Redevelopment

## ISSUE

Council is requested to consider authorizing the City Manager to execute a development agreement, between the City of Garland, Garland Partners Ltd., Western Rim Investors 2015-2, L.P., and Western Rim Investors 2015-3, L.P. for the development of a certain 89.27-acre tract of land located south of President George Bush Turnpike, northwest of Holford Road, north of the Spring Creek Greenbelt, and east of Naaman Forest Blvd, pursuant to Planned Development Ordinance No. 6581.

## OPTIONS

1. Council may follow staff's recommendation for authorizing execution of the agreement with the aforementioned developers;
2. Return the item to staff for further review and discussion; or
3. Do not authorize the execution of the agreement with the developers.

## RECOMMENDATION

Unless otherwise directed by Council, an agenda item authorizing the City Manager to execute the development agreement has been scheduled for formal consideration at the July 5, 2016 Regular Meeting.

## BACKGROUND

On December 4, 2012, the City Council passed Ordinance No. 6581, approving of a Planned Development District for mixed-uses with conditions and a concept plan on an 89.27 acre tract of land, generally located southwest of President George Bush Turnpike, northwest of Holford Road, north of the Spring Creek Greenbelt, and east of Naaman Forest Blvd. This development is defined by a grid of public and private streets, pedestrian-oriented streetscape amenities, a diverse open space system, and a range of building types and uses that all combine to promote activity from the daytime through the evening.

Due to the size of the development and its impact on public services and infrastructure, the developer is responsible, among other things, for constructing 2,480 linear feet of Naaman Forest Blvd., a four lane divided thoroughfare, at an approximate cost of $2.8 million. However,

it has been determined that it would be impracticable to construct the portion of Naaman Forest Blvd., approximately 233.01 linear feet, that crosses over the creek that serves as a boundary to neighboring property, until such time as the neighboring property owner decides to develop the adjoining land.

The development agreement does not provide for a grant of public funds as an economic incentive to the developer. The development agreement, however, does (1) provide approximately $1,188,678.00 in roadway impact fee credits to avoid assessing fees that would otherwise be duplicative because of the roadway construction costs paid by the developer, (2) provide for the future construction of the roadway extension, (3) facilitate the upsizing of public utility facilities, (4) require the developer to place enhanced streetscape improvements along the public right-of-way in order to enhance the quality and aesthetic characteristics of the area, and (5) assign future maintenance responsibilities to the developer, and its successors and assigns, for the streetscape improvements.

Absent this agreement state and local law generally requires the City to repay the escrowed funds to the property owner after a period of two years if construction on the extension of Naaman Forest Blvd. has not commenced. The agreement will give the City the authority to collect the amount of the cost of the future roadway, approximately $411,858.90, from the developer and place the funds in an escrow account until such time the City determines it is practical to extend Naaman Forest Blvd based on the development of the adjoining property.

**CONSIDERATION**

1. Council action is required to authorize the City Manager to execute the Development Agreement with Garland Partners, LTD and Western Rim Investors.
2. The Development Agreement has been reviewed by the City Attorney’s Office.

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**Attachments**

Location Map

Development Agreement

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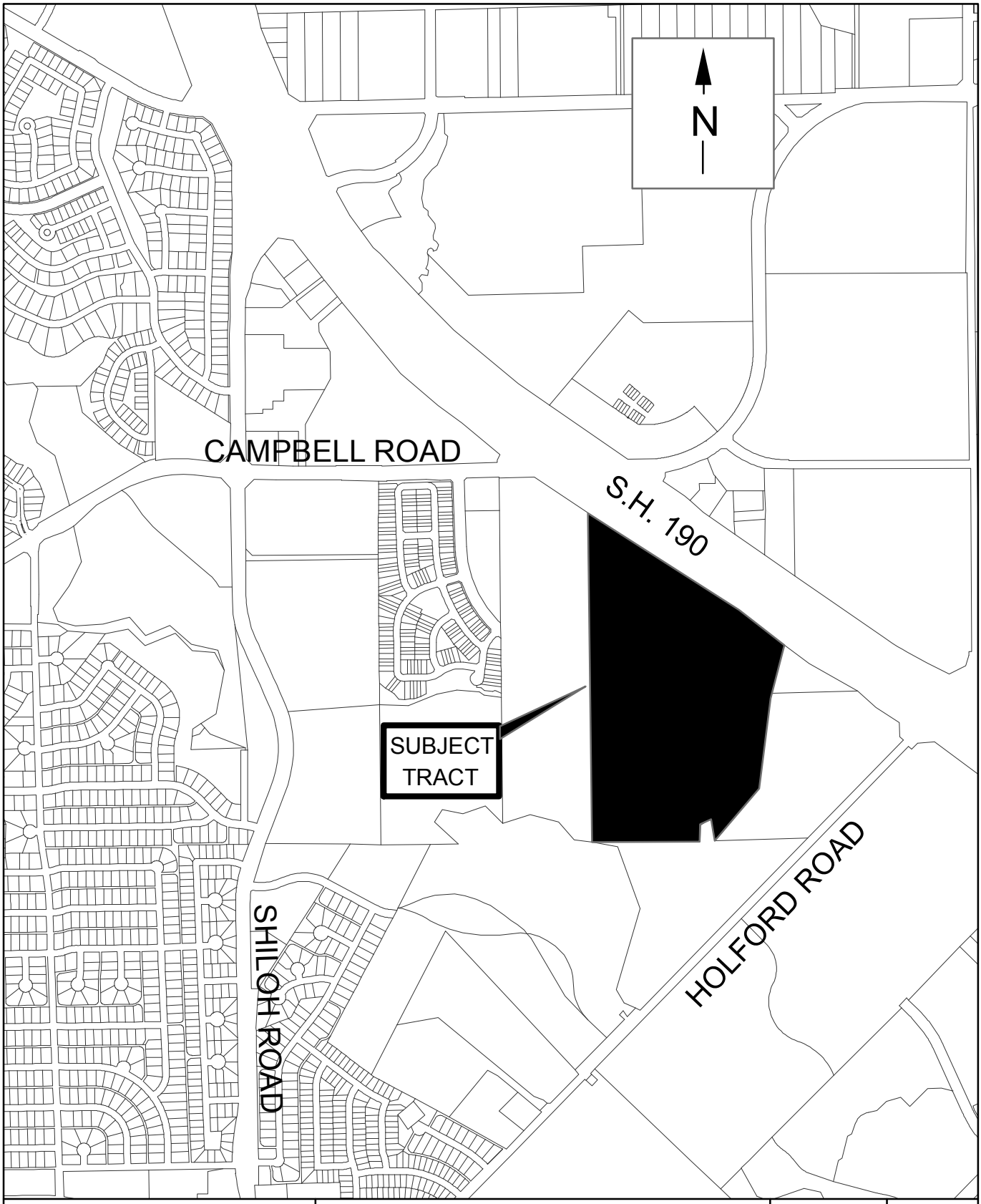



GARLAND ENGINEERING

# DEVELOPMENT AGREEMENT WITH GARLAND PARTNERS, LTD., WESTERN RIM INVESTORS

| | |
|---|---|
| Scale: | 1"= 1000' |
| File: | Campbell.mxd |
| Date: | 06/29/2016 |
| Drawn: | gav |

SHEET 1 OF 1

**THE STATE OF TEXAS §**
**§**
**COUNTY OF DALLAS §**

# DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is made and entered into effective the ____ day of _____, 2016 (the "**Effective Date**") by and among **Garland Partners, Ltd.** (the "**Developer**"), a Texas limited partnership, **Western Rim Investors 2015-2, L.P.**, a Texas limited partnership ("**WR 2**"), **Western Rim Investors 2015-3, L.P.**, a Texas limited partnership ("**WR 3**") and **The City of Garland, Texas** (the "**City**"), a Texas home rule municipality (each, individually, a "**Party**" and, collectively, the "**Parties**").

**WHEREAS**, pursuant to Ordinance No. 6581 passed and approved by the City on December 4, 2012 (the "**Ordinance**"), a certain 89.27-acre tract of land located south of President George Bush Turnpike, northwest of Holford Road, north the Spring Creek Greenbelt and east of Naaman Forest Blvd (a portion of said tract of land being more particularly described on **Exhibit A** attached hereto and made a part hereof and herein called, the "**Property**") has been zoned as a Planned Development District for mixed uses and a concept plan; and

**WHEREAS**, the Property is to be developed and improved as a mixed-use development (the "**Development**") creating multiple new housing, employment and shopping opportunities, which shall create additional revenue to the City; and

**WHEREAS,** the owners of the Property are Developer, WR2 and WR3, each such Party owning that portion of the Property depicted on **Exhibit A**; and

**WHEREAS,** the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, under which the City has the authority to waive or reimburse fees, make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City, including the authority to enter into this Agreement; and

**WHEREAS**, Developer has agreed to construct (i) approximately 2,480 linear feet of Naaman Forest Blvd. adjacent to the Development, from Black Swan Circle to 500-feet west of Holford Road (the "**Street Improvements**"), (ii) certain culvert improvements (the "**Culvert Improvements**") and (iii) certain hardscape and landscape improvements hereinafter defined as the "**Streetscape Improvements**".

**WHEREAS**, all public improvements to be constructed and installed by Developer pursuant to this Agreement, including the Street Improvements, the Culvert Improvements and the Streetscape Improvements (not including the Future Improvements (hereinafter defined) are herein called the "**Public Improvements**") and are described in the construction plans submitted to and approved by the City entitled, "Construction Plans for Naaman Forest Blvd. Extension

from Black Swan Circle to West of Holford Road", attached hereto as **Exhibit B** and made a part hereof (the "**Construction Plans**"); and

**WHEREAS**, the Public Improvements are deemed reasonable and necessary by Developer and the City in connection with the Development, and certain of such Public Improvements are in excess of the City's minimum standards in order to enhance the quality and aesthetic characteristics of the Development and to attract quality commercial retailers, but without the City's participation in the cost of the Public Improvements, Developer would not be able to undertake such Public Improvements; accordingly, Developer has requested economic incentives from the City to assist Developer in the construction of the Public Improvements; and

**WHEREAS**, the City has agreed to participate in the construction of the Public Improvements as provided in this Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the responsibilities of the Parties necessary to implement the obligations of each Party with regard to the construction of the Public Improvements in connection with the Development; and

**NOW, THEREFORE**, this Agreement is made and entered into by the Parties in consideration of the aforementioned recitals, which are incorporated into the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties upon execution of this Agreement:

## Section 1. Public Improvements

A. The Developer shall construct the Public Improvements in accordance with the Construction Plans.

B. The Public Improvements described in the Construction Plans do not include that portion of Naaman Forest Blvd extending approximately 233.01 linear feet from Station 22+17 to Station 24+59, as shown on **Exhibit D** attached hereto and made a part hereof. Such extension (the "**Future Improvements**") is to be undertaken by the City at such time as determined by the City. Upon execution of this Agreement, the Developer shall deposit with the City $411,858.90 ("**Developer's Future Improvements Contribution**"), the amount agreed by the Parties as the Developer's share of the cost of construction of the Future Improvements, as detailed on **Exhibit C** attached hereto and made a part hereof. The City may apply the Developer's Future Improvements Contribution to the cost of constructing the Future Improvements at such time and on such terms as the City may determine in its sole discretion; provided, notwithstanding any other provision of this Agreement to the contrary, other than the deposit of the Developer's Future Improvements Contribution as provided in this Section 1.B, Developer shall have no obligation to contribute to the cost of the Future Improvements or otherwise participate in the construction of the Future Improvements. At such time as the City commences construction of the Future Improvements, Developer and/or its successors and assigns will grant such temporary construction easements over and across the Property as may be

reasonably necessary to enable the City to construct the Future Improvements, all upon such reasonable terms and conditions as may be mutually satisfactory to Developer and the City.

C. In consideration for construction of the Public Improvements by Developer in accordance with the Construction Plans, the City has agreed to grant impact fee credits ("**Impact Fee Credits**") to Developer and/or other developers who, but for such credits, would be obligated to pay Impact Fees in connection with the Development. For the purposes of this Agreement, the Parties have agreed that amount of Impact Fee Credits available to the Development attributable to the cost of the Public Improvements is $1,188,678.00. Such Impact Fee Credits shall be allocated among portions of the Development as shown on **Exhibit D** attached hereto and made a part hereof; the City shall grant such Impact Fee Credits to the party that would otherwise be obligated to pay Impact Fees in connection with construction of improvements constituting the Development. For information only, the estimated cost of the Public Improvements to be constructed by Developer is detailed on **Exhibit H**. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of Impact Fees waived by the City for each portion of the Development are the amounts as described and as allocated on **Exhibit D**.

D. The Construction Plans provide for the upsizing from an 8-inch water main to a 16-inch water main and the upsizing from an 8-inch water main to a 12-inch water main (the "**Upsizing**"). Upon final acceptance of the Public Improvements, the City shall reimburse Developer $129,420.85 (the "**Upsizing Reimbursement**") as the agreed cost incurred by Developer to complete the Upsizing. The calculation of the Upsizing Reimbursement is shown on **Exhibit E** attached hereto and made a part hereof. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of Upsizing Reimbursement owed by the City under this Agreement is $129,420.85.

## Section 2. Streetscape Improvements License and Maintenance Responsibilities

A. To attract quality and high-end retail, housing and commercial development, and as part of consideration for this Agreement, the Developer agrees to construct certain enhanced improvements in excess of the City's minimum standards, along, adjacent to, and within Naaman Forest Boulevard and Mansions Boulevard rights-of-way (collectively, the "**Streetscape Improvements**"). The Streetscape Improvements are part of the Public Improvements shown in the Construction Plans.

B. The City hereby grants Developer, its employees, agents, assignees, and contractors, the nonexclusive right and license (the "**Streetscape License**") to install, place and maintain upon and within the area of Naaman Forest Boulevard and Mansions Boulevard rights-of-way the Streetscape Improvements, as described and depicted in the attached **Exhibit F** attached hereto and made a part hereof. The Streetscape Improvements shall include, but are not limited to, brick pavers, decorative lighting, landscaping, bike racks, benches, trees and

irrigation. Upon completion of the Streetscape Improvements, WR 2 and WR 3, jointly and severally, shall undertake maintenance obligations, and the Streetscape License shall run in favor of WR 2 and WR 3, and their respective successors and assigns. Following completion of the Streetscape Improvements, Developer shall have no further maintenance obligations.

C. **Developer, WR 2 and WR 3, and their successors and assigns, agree to indemnify, defend, and hold harmless the City and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorneys' fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) directly arising from the use or condition of the Streetscape Improvements, or the granting, extension or continuation of the Streetscape License, expressly including those arising through strict liability, those arising under the constitutions of the United States and Texas, and those caused by the negligence or other fault (but excluding willful misconduct) of any indemnified party. Notwithstanding any other provision of this Agreement, nothing contained herein shall constitute a waiver of any type of immunity of the City.**

D. Maintenance Obligations. WR 2 and WR 3, and their successors and assigns in title, jointly and severally, shall maintain the Streetscape Improvements in such a condition so that they are free of defects, unsightly deterioration or disrepair, or otherwise interfere with the peaceful use, possession and/or enjoyment of the public, at the sole cost and expense of WR 2 and WR 3, within applicable City standards. Among other things, WR 2 and WR 3 shall be responsible for keeping the Streetscape Improvements free of any graffiti, repairing any damage to the Streetscape Improvement that may occur, and replacing any vegetation, including any dead trees or shrubbery. The maintenance obligations of WR 2 and WR 3 shall be conducted within 30 days after the City mails or delivers notice of any maintenance deficiencies related to the Streetscape Improvements. Developer shall have no liability or obligation under the indemnity provided in Paragraph 2.C above arising out of a failure of WR 2, WR 3, or their respective successors or assigns, to perform their respective maintenance obligations under this Paragraph 2.D.

E. Liquidated Damages. The Parties agree that the City's actual damages, in the event of a default of Developer's maintenance obligations in this Section 2 would be difficult of definite ascertainment because of the uncertainties of the impact of the default on the community, ad valorem tax revenue of nearby real properties, sales tax revenue, crime rates, and the costs of maintenance of the Streetscape Improvements between the date of this Agreement and the date of breach, and because of differences of opinion with respect thereto, and the City and WR 2 and WR 3 therefore agree that such amount is, as to each of them, reasonable as liquidated damages. The City and WR 2 and WR 3 agree that the stipulated sum is intended as liquidated damages and not as a penalty, and that it is meant to be compensatory rather than punitive.

____ ____
(initials) (initials)

Liquidated damages shall be in the amount of $300 per month for each month that WR 2 and WR 3, or their successors or assigns in title, fail to maintain the Streetscape Improvements after receiving notice from the City.

**Section 3. Cross Walks**

Developer shall install cross walks and flashing beacons as shown on **Exhibit G**.

**Section 4. Mutual Assistance**

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement.

**Section 5. Binding Agreement**

This Agreement constitutes a valid and binding obligation of the Parties, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. This Agreement shall be of no force or effect or be binding on any of the Parties unless and until the Agreement is executed by all Parties.

**Section 6. Rough Proportionality**

Parties agree that the Developer is legally responsible to construct, dedicate and pay for only those public improvements and facilities that are necessitated by and attributable to the Development. The Developer hereby stipulates and agrees that the dedications of right-of-way, construction, and escrow requirements in this Agreement are necessitated by and attributable to the Development and are roughly proportionate to the impact of the Development and the burden imposed on the public by the Development. Developer hereby waives any claim therefor that it may have against the City. Developer further stipulates and agrees that all prerequisites to such a determination of rough proportionality by the City have been met, and that any costs incurred relative to construction and payments under this Agreement are related both in nature and extent to the impact of the Development. Developer waives and releases all claims, on behalf of each and any subsequent purchasers of land within the Development, which the Developer may have against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code or the U.S. and Texas Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the public improvements.

## Section 9. Changes and Amendments

Any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both Parties to this Agreement.

## Section 10. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. The Parties (other than the City) may assign all or part of its rights and/or obligations hereunder upon written notice to the City of such assignment. Upon assignment of any of such Parties' obligations under this Agreement and written assumption thereof by the assignee, such Party shall be relieved of any further obligation with respect to such assigned and assumed obligation from and after the date of such assignment and assumption.

## Section 11. Notice

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

CITY OF GARLAND
Attn: Brian C. England, Deputy
City Attorney
PO Box 469002
Garland, TX 75046-9002

DEVELOPER
GARLAND PARTNERS, LTD.
Attn: Ben Luedtke
3001 Knox Street, Suite 207
Dallas, Texas 75205

WR 2 and WR3
c/o Western Rim Investment Advisors, Inc.
2505 N. State Highway 360, Suite 800
Grand Prairie, Texas 75050
Attention: Marcus D. Hiles
Telephone No: 972-471-8700
Fax No: 972-471-8719

## Section 12. Venue

The obligations of the Parties to this Agreement are performable in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Dallas County, Texas.

**Section 13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**Section 14. Legal Construction/Partial Invalidity of Agreement**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Section 15. Covenants Running with the Land**

This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Development and shall be binding on Developer and successors in title. After the Effective Date hereof, this Agreement, at the City's cost, shall be recorded in the Real Property Records of Dallas County, Texas.

**Section 16. Abandonment of Sanitary Sewer Easements**

The City agrees to grant, abandon and convey unto Developer, by separate instruments, its interests in certain sanitary sewer easements, in the substance and forms attached as **Exhibit I** and made a part hereof.

**Remainder of this Page Left Blank Intentionally.**

**Signature Pages Follow**

EXECUTED and effective as of the ____ day of _____, 2016.

**DEVELOPER**

**GARLAND PARTNERS, LTD.,**
a Texas limited partnership
By: Knox Street Partners No. 2, Ltd.,
a Texas limited partnership,
its general partner
By: Hanover Development Company,
a Texas corporation,
its general partner

By: _____
Richard E. LeBlanc
President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ ___, 2016, by Richard E. LeBlanc, President of Hanover Development Company, a Texas corporation, the general partner of Knox Street Partners No. 2, Ltd., a Texas limited partnership, the general partner of GARLAND PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnerships.

_____
Notary Public in and for
the State of _____

My Commission Expires: ___

____ ____
(initials) (initials)

EXECUTED and effective as of the _ day of _____, 2016.

**CITY**

**THE CITY OF GARLAND**,
a Texas home-rule municipality

By: _____
Douglas Athas
Mayor

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ ___, 2016, by Douglas Athas, Mayor of The City of Garland, Texas, a Texas home rule municipality, on behalf of such municipality.

_____
Notary Public in and for
the State of _____

____ ____
(initials) (initials)

EXECUTED and effective as of the _ day of _____, 2016.

**WR2 AND WR3**

WESTERN RIM INVESTORS 2015-3, L.P.,
a Texas limited partnership,

By: Western Rim GenPar 15-3, L.P.,
a Texas limited partnership,
its general partner

By: Western Rim Investment Advisors 15-3, LLC,
a Texas limited liability company,
its general partner

By: _____
Marcus D. Hiles,
Presiding Member & CEO

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Marcus D. Hiles, Presiding Member & CEO of Western Rim Investment Advisors 15-3, LLC, a Texas limited liability company, general partner of Western Rim GenPar 15-3, L.P., a Texas limited partnership, general partner of WESTERN RIM INVESTORS 2015-3, L.P., a Texas limited partnership, acknowledged the execution of this instrument on behalf of said limited liability company and limited partnerships.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

[SEAL]

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

_____

_____
Printed Name of Notary

____ ____
(initials) (initials)

WESTERN RIM INVESTORS 2015-2, L.P.,
a Texas limited partnership,

By: Western Rim GenPar 15-2, L.P.,
a Texas limited partnership,
its general partner

By: Western Rim Investment Advisors 15-2, LLC,
a Texas limited liability company,
its general partner

By: _____
Marcus D. Hiles,
Presiding Member & CEO

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Marcus D. Hiles, Presiding Member & CEO of Western Rim Investment Advisors 15-2, LLC, a Texas limited liability company, general partner of Western Rim GenPar 15-2, L.P., a Texas limited partnership, general partner of WESTERN RIM INVESTORS 2015-2, L.P., a Texas limited partnership, acknowledged the execution of this instrument on behalf of said limited liability company and limited partnerships.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

[SEAL]

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

_____

_____
Printed Name of Notary

____ ____
(initials) (initials)

**SCHEDULE OF EXHIBITS**:

Exhibit A – Description of Property
Exhibit B -- Schedule of Construction Plans
Exhibit C – Estimated Cost of Future Improvements
Exhibit D – Allocation of Impact Fee Credits
Exhibit E – Upsizing Reimbursement
Exhibit F – Area of Streetscape License
Exhibit G – Crosswalks
Exhibit H – Estimated Cost of Public Improvements
Exhibit I – Sanitary Sewer Easement Abandonments

Exhibit A

Tract 1

BEING a parcel of land located in the City of Garland, Dallas County, Texas, a part of the P. H. Rice Survey, Abstract Number 1241, and being a part of a called 52.418 acre tract of land described in a warranty deed from Rosewood Property Company to Garland Partners, Ltd. as recorded in Document Number 201200079372, Dallas County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set for corner in the northeast line of said 52.418 acre tract of land at the intersection of the southwest right-of-way line of State Highway 190 (a variable width right-of-way) with the easterly right-of-way line of Mansions Drive (a 60 foot wide right-of-way dedication described in a dedication deed to the City of Garland, Texas as recorded in Document Number 201600145970, Dallas County Deed Records);

THENCE along the northeast line of said 52.418 acre tract of land and along the said southwest right-of-way line of State Highway 190 as follows:

South 58 degrees 03 minutes 15 seconds East, 422.98 feet to a concrete monument found for corner;

South 53 degrees 22 minutes 00 seconds East, 18.80 feet to a one-half inch iron rod set for corner;

THENCE South 32 degrees 06 minutes 01 seconds West, 87.36 feet to a one-half inch iron rod set for corner;

THENCE North 57 degrees 53 minutes 59 seconds West, 97.70 feet to a one-half inch iron rod set for corner;

THENCE South 32 degrees 06 minutes 01 seconds West, 128.25 feet to a one-half inch iron rod set for corner;

THENCE North 57 degrees 53 minutes 59 seconds West, 400.66 feet to a one-half inch iron rod set for corner in the easterly right-of-way line of said Mansions Drive;

THENCE along the easterly right-of-way line of said Mansions Drive as follows:

Northeasterly, 195.14 feet along a curve to the left which has a central angle of 22 degrees 08 minutes 24 seconds, a radius of 505.00 feet, a tangent of 98.80 feet, and whose chord bears North 43 degrees 00 minutes 57 seconds East, 193.93 feet to a one-half inch iron rod set for corner;

North 31 degrees 56 minutes 45 seconds East, 5.48 feet to a one-half inch iron rod set for corner;

North 76 degrees 56 minutes 45 seconds East, 28.28 feet to the POINT OF BEGINNING and containing 89,491 square feet or 2.054 acres of land.

Exhibit A

Tract 2

BEING a parcel of land located in the City of Garland, Dallas County, Texas, a part of the P. H. Rice Survey, Abstract Number 1241, and being a part of a called 52.418 acre tract of land described in a warranty deed from Rosewood Property Company to Garland Partners, Ltd. as recorded in Document Number 201200079372, Dallas County Deed Records, and being further described as follows:

BEGINNING at a "X" found in concrete at the northeast corner of said 52.418 acre tract of land, said point being in the southwest right-of-way line of State Highway 190 (a variable width right-of-way); said point being the northwest corner of a called 2.93 acre tract of land described in a special warranty deed from Ivy Marie Urquhart, Keith Charles Urquhart and Grant George Urquhart to Anbar, Inc. as recorded in Volume 2004193, Page 6358, Dallas County Deed Records;

THENCE along the east line of said 52.418 acre tract of land as follows:

South 07 degrees 44 minutes 54 seconds East, 618.48 feet to a one-half inch iron rod found at the southwest corner of said 2.93 acre tract of land;

South 83 degrees 25 minutes 59 seconds East, 170.13 feet to a one-half inch iron rod found at the southeast corner of said 2.93 acre tract of land, said point being in the west line of a tract of land described in a special warranty from Rosewood Property Company to Don Nicholson and wife Alice Nicholson as recorded in Volume 91225, Page 245, Dallas County Deed Records;

THENCE along the east line of said 52.418 acre tract of land and along the west line of said Nicholson tract of land as follows:

South 13 degrees 52 minutes 45 seconds West, 35.82 feet to a one-half inch iron rod found for corner;

South 07 degrees 36 minutes 01 seconds West, 592.55 feet to a one-half inch iron rod found for corner;

South 40 degrees 05 minutes 29 seconds West, 229.16 feet to a one-half inch iron rod set for corner in the northerly right-of-way line of Naaman Forest Boulevard (a 82 foot wide right-of-way dedication described in a dedication deed to the City of Garland, Texas as recorded in Document Number 201600145969, Dallas County Deed Records);

THENCE along the northerly right-of-way line of said Naaman Forest Boulevard as follows:

Northwesterly, 243.20 feet along a curve to the right which has a central angle of 16 degrees 13 minutes 18 seconds, a radius of 859.00 feet, a tangent of 122.42 feet, and whose chord bears North 16 degrees 56 minutes 38 seconds West, 242.39 feet to a one-half inch iron rod set for corner;

North 08 degrees 49 minutes 58 seconds West, 138.44 feet to a one-half inch iron rod set for corner;

Northwesterly, 1239.14 feet along a curve to the left which has a central angle of 79 degrees 40 minutes 59 seconds, a radius of 891.00 feet, a tangent of 743.45 feet, and whose chord bears North 48 degrees 40 minutes 28 seconds West, 1141.67 feet to a one-half inch iron rod set for corner in the easterly right-of-way line of Mansions Drive (a 60 foot wide right-of-way dedication described in a dedication deed to the City of Garland, Texas as recorded in Document Number 201600145970, Dallas County Deed Records);

THENCE along the easterly right-of-way line of said Mansions Drive as follows:

North 44 degrees 52 minutes 56 seconds West, 21.54 feet to a one-half inch iron rod set for corner;

North 00 degrees 46 minutes 00 seconds West, 32.62 feet to a one-half inch iron rod set for corner;

Northeasterly, 421.08 feet along a curve to the right which has a central angle of 57 degrees 26 minutes 33 seconds, a radius of 420.00 feet, a tangent of 230.15 feet, and whose chord bears North 27 degrees 57 minutes 16 seconds East, 430.66 feet to a one-half inch iron rod set for corner;

North 56 degrees 40 minutes 33 seconds East, 104.52 feet to a one-half inch iron rod set for corner;

Northeasterly, 22.83 feet along a curve to the left which has a central angle of 02 degrees 35 minutes 24 seconds, a radius of 505.00 feet, a tangent of 11.42 feet, and whose chord bears North 55 degrees 22 minutes 51 seconds East, 22.83 feet to a one-half inch iron rod set for corner;

THENCE South 57 degrees 53 minutes 59 seconds East, 400.66 feet to a one-half inch iron rod set for corner;

THENCE North 32 degrees 06 minutes 01 seconds East, 128.25 feet to a one-half inch iron rod set for corner;

THENCE South 57 degrees 53 minutes 59 seconds East, 97.70 feet to a one-half inch iron rod set for corner;

THENCE North 32 degrees 06 minutes 01 seconds East, 87.36 feet to a one-half inch iron rod set for corner in the southwest right-of-way line of State Highway 190;

THENCE South 53 degrees 22 minutes 00 seconds East, 143.24 feet along the southwest right-of-way line of State Highway No. 190 to the POINT OF BEGINNING and containing 740,500 square feet or 17.000 acres of land.

Tract 3

BEING a parcel of land located in the City of Garland, Dallas County, Texas, a part of the P. H. Rice Survey, Abstract Number 1241, and being a part of a called 52.418 acre tract of land described in a warranty deed from Rosewood Property Company to Garland Partners, Ltd. as recorded in Document Number 201200079372, Dallas County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southwest corner of said 52.418 acre tract of land, said point being in the east line of a tract of land described in a special warranty deed from Weaver Development Company to Weaver Development Company, Ltd., as recorded in Document Number 201400043481, Dallas County Deed Records;

THENCE along the west line of said 52.418 acre tract of land and along the east line of said Weaver Development, Ltd. tract of land as follows:

North 00 degrees 45 minutes 24 seconds West, 1077.78 feet to a one-half inch iron rod found for corner;

North 00 degrees 53 minutes 23 seconds East, 178.45 feet to a one-half inch iron rod found for corner;

North 00 degrees 46 minutes 00 seconds West, 3.04 feet to a one-half inch iron rod set for corner in the southerly right-of-way line of Naaman Forest Boulevard (a 82 foot wide right-of-way dedication described in a dedication deed to the City of Garland, Texas as recorded in Document Number 201600145969, Dallas County Deed Records);

THENCE along the southerly right-of-way line of said Naaman Forest Boulevard as follows:

North 89 degrees 14 minutes 00 seconds East, 100.60 feet to a one-half inch iron rod set for corner;

Southeasterly, 1156.88 feet along a curve to the right which has a central angle of 81 degrees 56 minutes 02 seconds, a radius of 809.00 feet, a tangent of 702.43 feet, and whose chord bears South 49 degrees 47 minutes 59 seconds East, 1060.80 feet to a one-half inch iron rod set for corner;

South 08 degrees 49 minutes 58 seconds East, 138.44 feet to a one-half inch iron rod set for corner;

Southeasterly, 304.06 feet along a curve to the left which has a central angle of 18 degrees 30 minutes 50 seconds, a radius of 941.00 feet, a tangent of 153.37 feet, and whose chord bears South 18 degrees 05 minutes 23 seconds East, 302.74 feet to a one-half inch iron rod set for corner in the east line of said 52.418 acre tract of land, said point being in the west line of a tract of land described in a special warranty deed from Rosewood Property Company to Don Nicholson and wife Alice Nicholson as recorded in Volume 91225, Page 245, Dallas County Deed Records;

THENCE South 40 degrees 05 minutes 29 seconds West, 177.06 feet along the east line of said 52.418 acre tract of land and along the west line of said Nicholson tract of land to a one-half inch iron rod found for corner in the south line of said 52.418 acre tract of land and in the north line of a tract of land described in a general warranty deed from Anne Charlotte Weary to John Roland Lynn and Lucretia Wagon Lynn as recorded in Volume 96130, Page 2848, Dallas County Deed Records;

THENCE along the south line of said 52.418 acre tract of land and along the north line of said Lynn tract of land as follows:

North 20 degrees 31 minutes 21 seconds West, 133.24 feet to a one-half inch iron rod found for corner;

South 54 degrees 39 minutes 06 seconds West, 84.33 feet to a one-half inch iron rod found for corner;

South 04 degrees 21 minutes 54 seconds West, 110.83 feet to a one-half inch iron rod found for corner;

North 88 degrees 37 minutes 00 seconds West, 776.85 feet to the POINT OF BEGINNING and containing 1,031,972 square feet or 23.691 acres of land.

Exhibit A

Tract 4

BEING a parcel of land located in the City of Garland, Dallas County, Texas, a part of the P. H. Rice Survey, Abstract Number 1241, and being a part of a tract of land described in a special warranty deed from Weaver Development Company to Weaver Development Company, Ltd., as recorded in Document Number 201400043481, Dallas County Deed Records, and being further described as follows:

COMMENCING at a Texas Highway Department concrete monument found for corner at the intersection of the south right-of-way line of Campbell Road (a variable width right-of-way) with the southwest right-of-way line of State Highway 190 (a variable width right-of-way);

THENCE South 56 degrees 20 minutes 17 seconds East, 499.81 feet along the southwest right-of-way line of State Highway 190 to a Texas Highway Department concrete monument found for corner in the east line of said Weaver Development Company, Ltd. tract of land, said point being the northwest corner of a called 52.418 acre tract of land described in a warranty deed from Rosewood Property Company to Garland Partners, Ltd. as recorded in Document Number 201200079372, Dallas County Deed Records;

THENCE along the east line of said Weaver Development Company, Ltd. tract of land and along the west line of said 52.418 acre tract of land as follows:

South 00 degrees 22 minutes 23 seconds West, 553.98 feet to a one-half inch iron rod found for corner;

South 00 degrees 46 minutes 00 seconds East, 532.23 feet to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this parcel of land, said point being in the south right-of-way line of Naaman Forest Boulevard (a 82 foot wide right-of-way dedication described in a dedication deed to the City of Garland, Texas as recorded in Document Number 201600145968, Dallas County Deed Records);

THENCE along the east line of said Weaver Development Company, Ltd. tract of land and along the west line of said 52.418 acre tract of land as follows:

South 00 degrees 46 minutes 00 seconds East, 3.04 feet to a one-half inch iron rod found for corner;

South 00 degrees 53 minutes 23 seconds West, 178.45 feet to a one-half inch iron rod found for corner;

South 00 degrees 45 minutes 24 seconds East, at 1077.78 feet passing a one-half inch iron rod found at the southwest corner of said 52.418 acre tract of land, in all a total distance of 1087.07 feet to a one-half inch iron rod set at the southeast corner of said Weaver Development Company, Ltd. tract of land;

THENCE South 88 degrees 49 minutes 28 seconds West, 140.64 feet along the south line of said Weaver Development Company, Ltd. tract of land to the southeast corner of a called 1.4809 acre tract of land described in a warranty deed from Weaver Development Company to the County of Dallas as recorded in Volume 90183, Page 2827, Dallas County Deed Records;

THENCE along the east and north lines of said 1.4809 acre tract of land as follows:

North 41 degrees 11 minutes 18 seconds West, 149.92 feet to a point for corner;
North 75 degrees 19 minutes 15 seconds West, 213.32 feet to a point for corner;
South 71 degrees 23 minutes 31 seconds West, 200.77 feet to a point for corner;
North 45 degrees 55 minutes 45 seconds West, 23.01 feet to the northwest corner of said 1.4809 acre tract of land, said point being in the west line of said Weaver Development Company, Ltd. tract of land, said point being the southeast corner of Lot 53, Block 8, Shoal Creek, an addition to the City of Garland as recorded in Document Number 200600361138, Dallas County Deed Records;

THENCE North 00 degrees 41 minutes 19 seconds West, 1347.16 feet along the west line of said Weaver Development Company, Ltd. tract of land and along the east line of said Shoal Creek Addition to a one-half inch iron rod found at the northeast corner of Lot 11, Block 3 of said Shoal Creek Addition, said point being in the south right-of-way line of said Naaman Forest Boulevard;

THENCE along the south right-of-way line of said Naaman Forest Boulevard as follows:
Southeasterly, 614.03 feet along a curve to the left which has a central angle of 39 degrees 29 minutes 06 seconds, a radius of 891.00 feet, a tangent of 319.77 feet, and whose chord bears South 71 degrees 01 minutes 27 seconds East, 601.95 feet to a one-half inch iron rod set for corner;
North 89 degrees 14 minutes 00 seconds East, 87.84 feet to the POINT OF BEGINNING and containing 798,876 square feet or 18.340 acres of land.

Exhibit B

# CONSTRUCTION PLANS FOR

## NAAMAN FOREST BLVD EXTENSION

## FROM BLACK SWAN CIR TO WEST OF HOLFORD ROAD

## DESIGN SPEED 40 MPH

# CITY OF GARLAND
# DALLAS COUNTY, TEXAS

## OCTOBER 2015


**OWNER\DEVELOPER**
HANOVER PROPERTY COMPANY
3001 KNOX STREET, SUITE 207
DALLAS, TEXAS 75205
214-445-2211
CONTACT: BEN LUEDTKE
BEN@HANOVERPROPERTY.COM

ENGINEER / SURVEYOR
CONTACT: DANIEL DEWEY

JBI PARTNERS
ENGINEERING, PLANNING AND LANDSCAPE ARCHITECTURE FOR REAL ESTATE DEVELOPMENT

16301 Quorum Drive
Suite 200 B
Addison, Texas 75240
Main 972.248.7676
Fax 972.248.1414
www.jbipartners.com

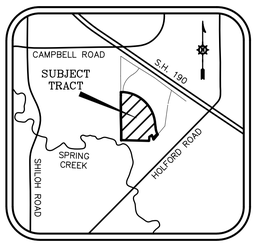
TEXAS REGISTERED ENGINEERING FIRM F-438


These construction plans have been reviewed by the City of Garland. The city has determined that they are in general compliance with the Garland Development Code, City's Master Plans and Technical Standards Manual. The City's review and release of these plans does not represent that the City has re-engineered or verified the engineering of the proposed improvements. The Design Engineer is responsible for all engineering and recognizes that specific site circumstances or conditions may require improvements constructed to exceed minimum standards contained in the City's Technical Standards. The Design Engineer is responsible for the applicability and accuracy of the plans and specifications contained herein.

Daniel Dewey, P.E., Firm Registration F-438

I, the project Engineer, acknowledge by reference that I have reviewed the standard City of Garland details for applicability to this project and all details are applicable unless noted otherwise. The additional non-City of Garland standard details specifically identified in this set of construction plans [or specifically included in these bidding/contract documents] have been selected by me or under my direct responsible supervision as being applicable to this project.

Daniel Dewey, P.E., Firm Registration F-438




LOCATION MAP
SCALE: 1"=2,000'

STATE OF TEXAS
DANIEL DEWEY
93961
LICENSED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by DANIEL DEWEY, P.E. 93961. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

10-08-15
Engineers Signature and Date

| | |
|---|---|
| ISSUED FOR 1ST CITY REVIEW | 02-12-2015 |
| ISSUED FOR 2ND CITY REVIEW | 07-15-2015 |
| ISSUED FOR 3RD CITY REVIEW | 08-26-2015 |
| ISSUED FOR 4TH CITY REVIEW | 09-23-2015 |
| ISSUED FOR 5TH CITY REVIEW | 10-08-2015 |
| ISSUED FOR CITY APPROVAL | |
| ISSUED FOR BID | |
| ISSUED FOR CONSTRUCTION | |

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* NOTE :
The detail sheets specifically identified "*" in this sheet index have been authorized by me or under my responsible supervision as being applicable to this project.

### GENERAL NOTES

ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE ADOPTED STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION IN NORTH CENTRAL TEXAS, LATEST EDITION AS ADOPTED BY THE CITY OF GARLAND ENGINEERING DEPARTMENT IN THE TECHNICAL STANDARDS MANUAL, BY NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, P.O. BOX COG, ARLINGTON, TEXAS 76005-5888 (817) 461-3300, AS AMENDED BY THE CITY OF GARLAND. A COPY OF THIS BOOK MAY BE OBTAINED FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AT THE ADDRESS OR PHONE NUMBER LISTED ABOVE. A COPY OF THE CITY OF GARLAND AMENDMENTS IS AVAILABLE IN THE ENGINEERING DEPARTMENT, LOCATED AT 800 MAIN STREET, THIRD FLOOR, GARLAND, TEXAS.

1. The licensed professional engineer affixing his or her seal to the cover sheet of this document certifies that the license holder has reviewed and elects to use the City of Garland Standard Construction Details and Specifications and said details are applicable for this particular project and site conditions in conformance with Section 137.33 (c) of the Texas Engineering Practice Act.

2. The Engineer of Record for the construction documents is responsible for the accuracy and completeness of the documents. The City reserves the right to require corrections to the construction documents to accommodate actual site conditions differing from that shown on the approved plans; for details not consistent or equivalent to the LATEST REVISION TO THE CITY OF GARLAND STANDARD CONSTRUCTION DETAILS; and, to accommodate omissions on the approved plans.

3. The existing public water, sanitary sewer, and storm sewer utility lines and appurtenances shown on these plans have been taken from record drawings and utility locator maps. The City of Garland makes no guarantee that the underground utility line and structures shown comprise all the City of Garland underground utility lines and appurtenances in the area, either in service or abandoned. The City of Garland furthermore does not warrant the accuracy of the information shown on the record drawings and the utility locator maps.

4. The contractor shall be responsible for determining the depth and location of existing underground utilities prior to trenching or excavation and is required to take any precautionary measures to protect all lines shown and / or any other underground utilities not of record or not shown on the plans. Contractor is responsible for contacting all the franchise utility companies, city utility departments and DIGTESS for locates prior to construction.

5. The developer and contractor shall comply with all acceptance procedures and processes identified at the pre-construction meeting. Schedule the MANDATORY PRECONSTRUCTION MEETING PRIOR TO ANY CONSTRUCTION by contacting the Engineering Department's Field Inspection Supervisor at 972-205-2170.

6. The developer or his / her contractor shall maintain daily contact with the city inspector during construction of improvements. No public sanitary sewer, water or storm sewer pipe shall be covered without approval of the city inspector. No subgrade material, stabilization or paving shall be applied in public right of way without approval of the city inspector. The inspector may at any time cause any construction, installation, maintenance of improvements to cease when, in his / her judgment the City's Standard Construction Details have been violated and may require reconstruction or other work as may be necessary to correct the violation.

7. Construction plans without the City of Garland's "Released for Construction" stamp are not valid for construction and shall be removed from the construction site. A COPY OF THE CURRENT CITY OF GARLAND STANDARD CONSTRUCTION DETAILS WITH ALL THE LATEST REVISIONS SHALL BE ONSITE DURING CONSTRUCTION.

8. The developer is responsible for obtaining all applicable city, state, and federal permits.

9. Prior to any construction activity within rights of way (ROW) and easements a Utility Construction Permit is required. Contact the ROW Administrator at 972-205-3622 for further information.

10. Flood plain development permits are required when a project is located in a special flood hazard area as defined on the City of Garland effective Flood Insurance Rate Maps (FIRM). Prior to issuance of building permits the developer shall process, coordinate, and correct FIRMs according to current Federal Emergency Management Agency rules and regulations.

11. Erosion control and storm water management measures must be in place and comply with applicable city, state and federal regulations. Erosion and Sedimentation control measures and practices shall be maintained at all times during construction, additional measures and practices shall be installed if determined necessary by the city inspector.

12. Detention pond and outlet structure(s) shall be in accordance with Chapter 31.36 of the Code of Ordinances and fully operational prior to any paving activities.

13. The contractor shall make every effort not to impede traffic on existing streets, alleys or fire lanes open to the pubic. The developer / contractor is responsible for furnishing and installing all temporary and permanent traffic control devices in accordance with the minimum requirements of the latest revision to the Texas Manual on Uniform Traffic Control Handbook.

14. All excavations within the right of way shall be filled and compacted within twenty-four (24) hours of completion of work and no excavation shall remain open for longer than 96 hours.

15. The contractor shall be responsible for providing "Record Drawings" to the Engineer of Record / Firm defining the location of improvements and any changes to the City approved drawings constructed in conjunction with the project including but not limited to public and private paving, grading, drainage, and utilities and appurtenances. Prior to final acceptance by the City, the Engineer of Record / Firm shall provide the city inspector with "Record Drawings" and the surveyor shall provide a Public Utility Survey as indicated in the TSM section 2.7.9 & 2.7.10 submitted on 24"X36" sheets. The Record Drawings and Public Utility Survey shall also be submitted as PDF's and a digital copy of all files on compact disk (CD) in a city approved Microstation (.dgn) or Autocad (.dwg) format of all drawings bearing the City's "Release for Construction" stamp.

### GENERAL NOTES

1. Prior to any construction the Contractor shall familiarize himself with the Contract Documents and Specifications, Plans including all notes, the City Details & Specifications and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the Contractor to familiarize himself with all Standards or Specifications pertaining to this work shall in no way relieve the Contractor of responsibility for performing the work in accordance with all such applicable Standards and Specifications.

2. Contractor shall have in his possession, prior to construction, all necessary permits, licenses, etc. Contractor shall have at least one set of approved Engineering Plans and Specifications on-site at all times.

3. All materials and construction shall conform to the City Standard Construction Details For Paving, Drainage, Water & Sanitary Sewer Facilities and be installed in accordance with the City Specifications and Standard Specifications for Public Works Construction for North Central Texas Published by NCTCOG. These specifications shall be made part of these plans. All work shall be inspected by the City Public Works Inspectors.

4. Construction Inspection will be performed by representatives of the Owner, Engineer, City, Geotechnical Engineer and Reviewing Authorities and agencies. Unrestricted access shall be provided to them at all times. Contractor is responsible for understanding and scheduling required inspections.

5. All contractors must confine their activities to the work area. No encroachments onto developed or undeveloped areas will be allowed, unless specifically noted on plans. Any damage resulting there from shall be contractor's responsibility to repair.

6. It will be the responsibility of each contractor to protect all existing public and private utilities throughout the construction of this project. Contractor shall contact the appropriate utility companies for line locations prior to commencement of construction and shall assume full liability to those companies for any damages caused to their facilities.

7. Construction staking will be performed by the Owner's Engineer.

8. If unforeseen problems or conflicts are encountered in the construction, for which an immediate solution is not apparent, the Engineer and Owner shall be notified immediately.

9. The locations of all utilities indicated on the plans are taken from existing public records. The exact location and elevation of all public utilities must be determined by the Contractor. It shall be the duty of the Contractor to ascertain whether any additional utilities other than those shown on the plan may be present.

10. Copies of lab reports for soil, concrete and the water bacteria test for the Public Works portion of the project shall be submitted to the City Engineer.

CITY PROJECT # 150014-0

JBI PARTNERS

CITY OF GARLAND NAAMAN FOREST

# EXHIBIT C

**DEVELOPER'S AGREEMENT EXHIBIT**
**Paving, Utility, and Drainage Improvements**
**Naaman Forest Road & Utility Infrastructure**
**City of Garland, Dallas County, Texas**
**Estimated Quantities and Unit Costs For Developer's Agreement**
**JBI Project No. HPC079**

**FOR: IMPROVEMENTS FOR NAAMAN FOREST ROAD & UTILITY INFRASTRUCTURE FROM 22+09.54 TO THE PROPERTY LINE AT STA 24+58.99 (249.45 LF) , CITY OF GARLAND, DALLAS COUNTY, TEXAS**

**Erosion Control**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | Reinforced silt fence (prior to earthwork), complete in place | 250 | LF | $1.25 | $312.50 |
| 2. | 8' Curlex matting behind back of curb (post paving), complete in place | 500 | LF | $1.20 | $600.00 |
| | | | | **Total Erosion Control** | **$912.50** |

**Earthwork**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | Clearing and grubbing site with offsite disposal of all brush and trees, removal and disposal of barricades and misc. items, complete in place | 0.50 | AC | $3,200.00 | $1,600.00 |
| 2. | Unclassified fill for street, complete in place | 12,500 | CY | $3.00 | $37,500.00 |
| 3. | All testing, to include density and compaction, as required by Owner and Governing Authority, complete | 12,500 | CY | $0.30 | $3,750.00 |
| | | | | **Total Earthwork** | **$42,850.00** |

**Paving**

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 8"- Class "C" reinforced concrete street pavement with #3 bar at 24" o.c.b.w. and 6" curb (as per City standards) to include laydown curb, complete in place | 1,350 | SY | $37.00 | $49,950.00 |
| 2. | Median pavement, complete in place | 50 | SY | $75.00 | $3,750.00 |
| 3. | 6"- Lime/cement stabilized subgrade, complete in place | 1,485 | SY | $3.00 | $4,455.00 |
| 4. | Lime material (18 lbs./sy), complete in place | 13.4 | TN | $165.00 | $2,205.23 |
| 5. | Cement material (36 lbs./sy), complete in place | 26.7 | TN | $175.00 | $4,677.75 |
| 6. | Remove & dispose existing street barricade, complete in place | 50 | LF | $8.25 | $412.50 |
| 7. | Connect to existing pavement, complete in place | 50 | LF | $14.00 | $700.00 |
| 8. | Type 1 Skipped White Lane Line with White Non-Reflective Round Ceramic 4" Markers, complete in place | 500 | LF | $1.60 | $800.00 |
| 9. | Type 3 Solid White Turn Lane Line with White Non-Reflective Round Ceramic 5" Marker and White Mono-Directional Reflective Acrylic 4"x4" Marker, complete in place | 100 | LF | $4.25 | $425.00 |
| 10. | Median nose as per plans & City requirements, complete in place | 1 | EA | $825.00 | $825.00 |
| 11. | Provide and install "Speed Limit" signs per City standards (if needed), complete in place | 1 | EA | $445.00 | $445.00 |
| 12. | All testing as required by Owner and Governing Authorities, complete in place | 1,485 | SY | $0.75 | $1,113.75 |
| | | | | **Total Paving** | **$69,759.23** |

**Water**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 8" diameter PVC C-900 DR18, including trench, embedment, backfill, compaction, complete in place | 215 | LF | $33.00 | $7,095.00 |
| 2. | Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place | 215 | LF | $0.60 | $129.00 |
| 3. | All testing, except for density and compaction testing, as required by the governing authority, complete for | 215 | LF | $1.55 | $333.25 |
| | | | | **Total Water** | **$7,557.25** |

**SANITARY SEWER**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | Adjust Ex. Sanitary Sewer Manhole Rim | 2 | EA | $4,000.00 | $8,000.00 |
| | | | | **Total Sanitary Sewer** | **$8,000.00** |

# EXHIBIT C

**DEVELOPER'S AGREEMENT EXHIBIT**
**Paving, Utility, and Drainage Improvements**
**Naaman Forest Road & Utility Infrastructure**
**City of Garland, Dallas County, Texas**
**Estimated Quantities and Unit Costs For Developer's Agreement**
**JBI Project No. HPC079**

**DRAINAGE**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 10'x6' RCB including trench, embedment, backfill, and compaction, complete in place | 200 | LF | $450.00 | $90,000.00 |
| 2. | 30" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 80 | LF | $131.90 | $10,552.00 |
| 3. | 21" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 77 | LF | $78.10 | $6,013.70 |
| 4. | 15' standard curb inlet, complete in place | 2 | EA | $4,784.00 | $9,568.00 |
| 5. | Type B winged headwall at double barrel 10'x6' RCB, complete in place | 1 | EA | $12,000.00 | $12,000.00 |
| 6. | Type C sloped-end headwall 4:1 slope with steel flow restrictor plate, complete in place | 0 | EA | $1,623.00 | $0.00 |
| 7. | 12" Grouted rock rip rap, complete in place | 185 | SY | $86.00 | $15,910.00 |
| 8. | Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place | 357 | LF | $0.60 | $214.20 |
| 9. | All testing, except for density and compaction testing, as required by the governing authority, complete for | 357 | LF | $1.15 | $410.55 |
| 10. | Removal of Existing Inlets and Headwalls | 2 | EA | $750.00 | $1,500.00 |
| | | | | **Total Drainage** | **$146,168.45** |

**MEDIAN AND PARKWAY IMPROVEMENTS**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | **All median and parkway improvements including: landscape, hardscape, site furniture, and irrigation, complete for | 250 | LF | $250.00 | $62,500.00 |

**MISCELLANEOUS**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 2-YEAR 10% Maintenance bond per City of Garland requirements, complete | 1 | LS | $4,000.00 | $4,000.00 |
| 2. | 4" sch 40 PVC street light conduit, complete in place | 250 | LF | $10.45 | $2,612.50 |
| 3. | 2" sch 40 PVC street light conduit, complete in place | 250 | LF | $5.80 | $1,450.00 |
| 4. | Street Light Foundation | 1 | EA | $1,500.00 | $1,500.00 |
| | | | | **Total Miscellaneous** | **$9,562.50** |

| | |
|---|---|
| **CURRENT TOTAL COST OF IMPROVEMENTS** | **$347,309.93** |
| **ENGINEERING, SURVEYING, PLATTING, & TREE SURVEYS (9% OF CURRENT TOTAL COST)** | **$ 31,257.89** |
| **TOTAL COST** | **$ 378,567.82** |
| **US AVERAGE INFLATION RATE 2011-2015** | **1.7%** |
| **Number of Years until Improvements** | **5** |
| **Inflation Cost** | **$ 33,291.08** |
| **TOTAL ESCROW AMOUNT** | **$411,858.90** |

Note - Culvert Crossing at property line is estimated to be a double 10'x6' RCB Crossing. Garland Partners will be responsible for half of the cost of the drainage crossing which is a single 10'x6' RCB for 200 lf and one of the two headwalls and rip rap.

** Median and Parkway improvement cost are derived from taking the total cost of the Hardscape, Landscape, Irrigation, and Site Furnishings from the Naaman Forest Blvd. Extension Project, ($552,000 for 2,217 lf of Naaman Forest Blvd.) and applying the linear foot cost to the 250 lf of Naaman Forest to be built in the future.

Exhibit D

# Naaman Forest Roadway Impact Fee Credits Allocation

*All fees are based on Service Area 1

| Block | Owner | Amount |
|---|---|---|
| Blocks 2 & 3 | Garland Partners | $546,582 |
| Block 4 | Garland Partners | $642,096 |
| | Total Credit Amount | $1,188,678 |

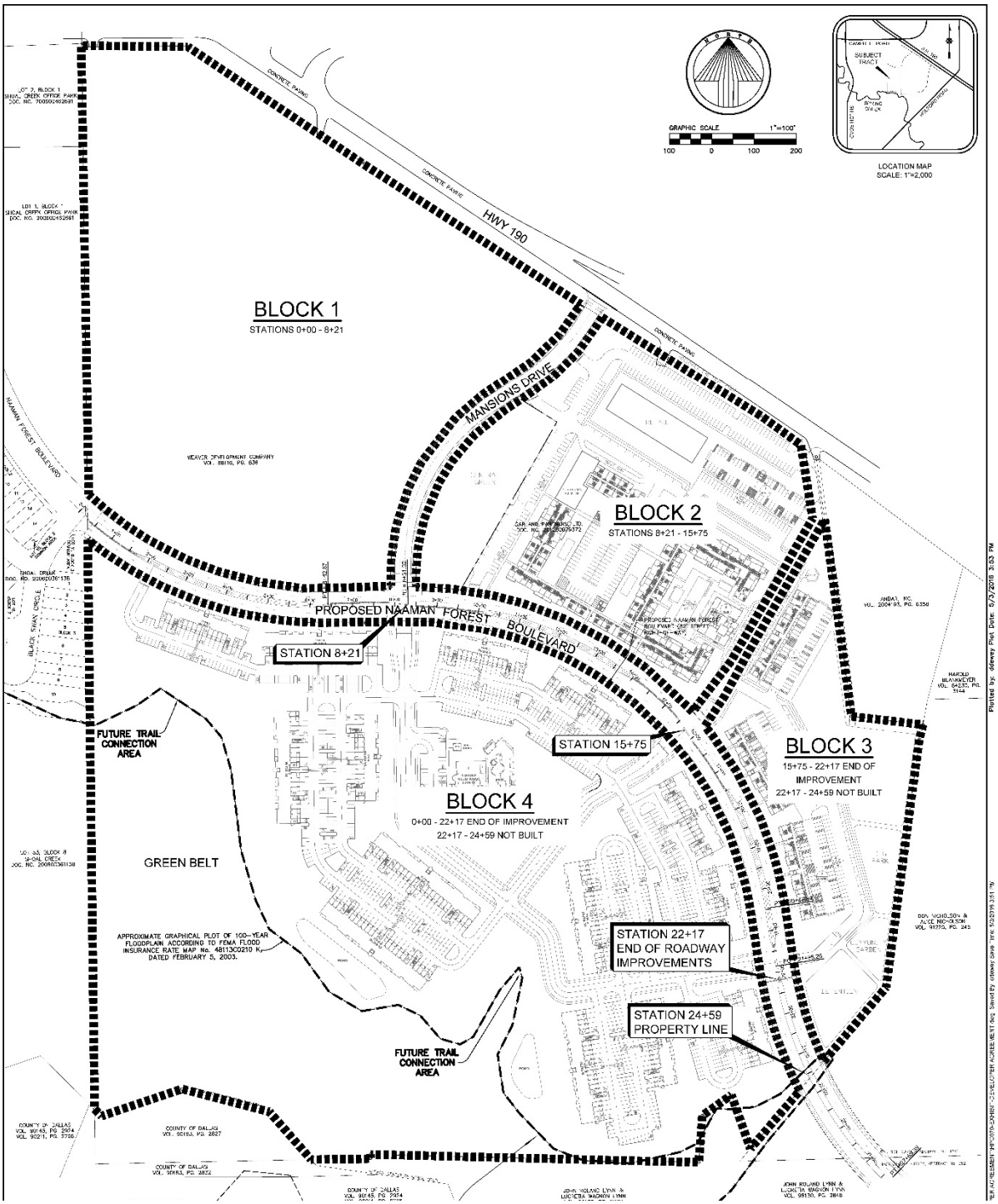


Exhibit E

**WATER MAIN UPSIZE COSTS**
**Naaman Forest Road**
**City of Garland, Dallas County, Texas**
**Quantities and Unit Costs**
**JBI Project No. HPC079**

**CONTRACTED COST WITH KODIAK**
**Section C - Water Improvements**

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 16" diameter RCCP pipe, including trench, embedment, backfill, compaction, complete in place | 1,970 | LF | $89.70 | $176,709.00 |
| 2. | 12" diameter PVC, C-900 DR18 including trench, embedment, backfill, compaction, complete in place | 841 | LF | $41.85 | $35,195.85 |
| 3. | 8" diameter PVC, C-900 DR18 including trench, embedment, backfill, compaction, complete in place | 2,803 | LF | $33.00 | $92,499.00 |
| 4. | Bore under Campbell Road for 16" water main to include steel casing all as per City requirements, complete in place | 50 | LF | $360.00 | $18,000.00 |
| 5. | 16" x 16" Tapping sleeve on 16" RCCP by Hanson, complete in place | 1 | EA | $14,816.00 | $14,816.00 |
| 6. | 16" butterfly valve, complete in place | 3 | EA | $3,573.00 | $10,719.00 |
| 7. | 12" gate valve, complete in place | 4 | EA | $2,165.00 | $8,660.00 |
| 8. | 8" gate valve, complete in place | 23 | EA | $1,300.00 | $29,900.00 |
| 9. | 6" gate valve, complete in place | 8 | EA | $988.00 | $7,904.00 |
| 10. | Fire hydrant with riser, per City standards, complete in place | 8 | EA | $3,096.00 | $24,768.00 |
| 11. | Connect to existing water main | 1 | EA | $550.00 | $550.00 |
| 12. | Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place | 5,614 | LF | $0.60 | $3,368.40 |
| 13. | All testing, except density and compaction, as required by the governing authority, complete for | 5,614 | LF | $1.55 | $8,701.70 |
| | | | | **Subtotal Section C - Water Improvements** | $431,790.95 |

**COST OF UPSIZING FROM 8-INCH WATER MAIN TO 16-INCH WATER MAIN**
**PIPE**

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 16" diameter RCCP pipe, including trench, embedment, backfill, compaction, complete in place | 1 | LF | $89.70 | |
| 3. | 8" diameter PVC, C-900 DR18 including trench, embedment, backfill, compaction, complete in place | 1 | LF | $33.00 | |
| | | | | UPSIZE COST PER FOOT | $56.70 | |
| | **Upsize Cost** | 1,970 | LF | $56.70 | **$111,699.00** |

**VALVES**

| | | | | | |
|---|---|---|---|---|---|
| 6. | 16" butterfly valve, complete in place | 1 | EA | $3,573.00 | |
| 8. | 8" gate valve, complete in place | 1 | EA | $1,300.00 | |
| | | | | UPSIZE COST EACH VALVE | $2,273.00 | |
| | **Upsize Cost** | 3 | EA | $2,273.00 | **$6,819.00** |

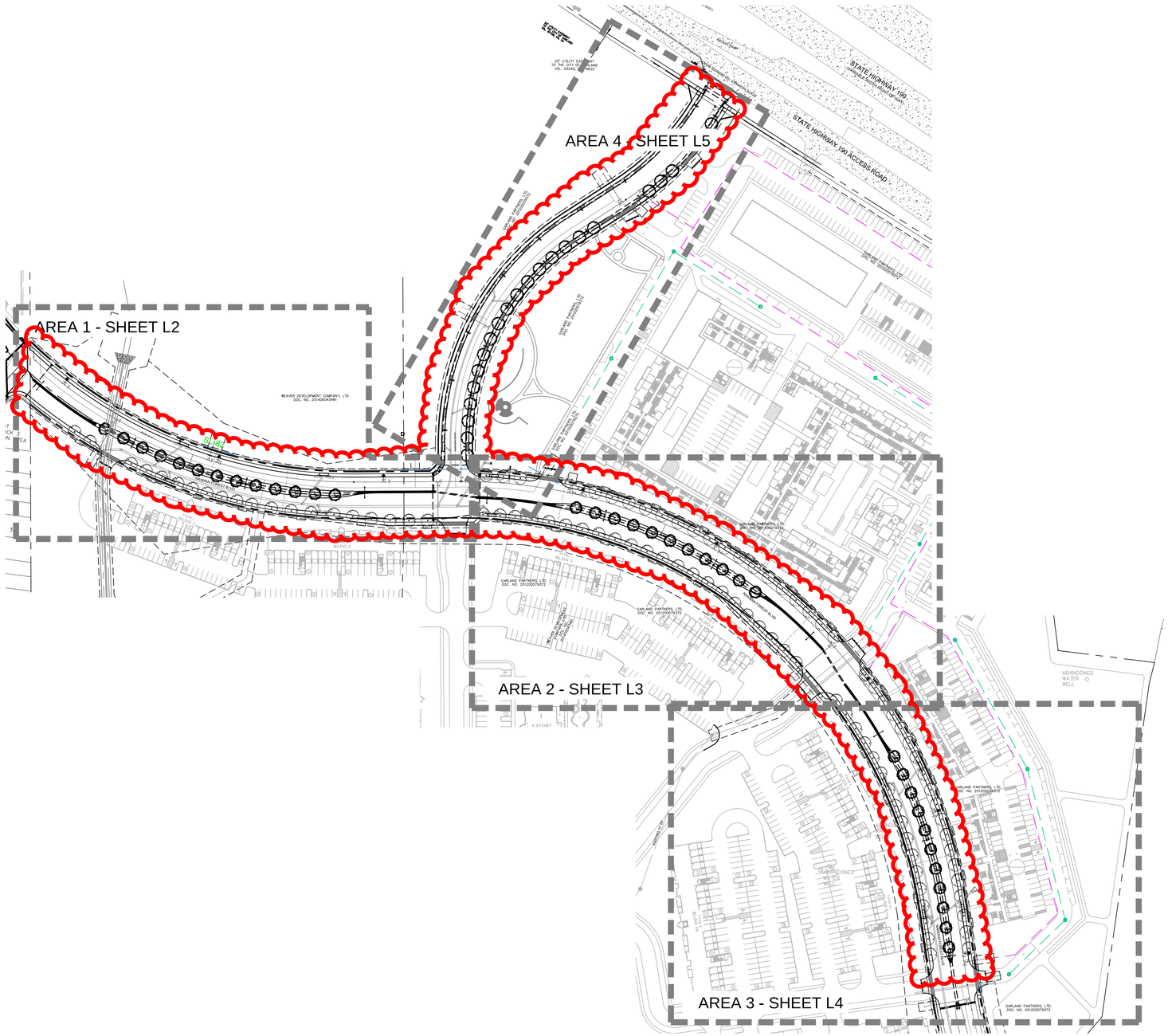
**COST OF UPSIZING FROM 8-INCH WATER MAIN TO 12-INCH WATER MAIN**
**PIPE**

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 2. | 12" diameter PVC, C-900 DR18 including trench, embedment, backfill, compaction, complete in place | 1 | LF | $41.85 | |
| 3. | 8" diameter PVC, C-900 DR18 including trench, embedment, backfill, compaction, complete in place | 1 | LF | $33.00 | |
| | | | | UPSIZE COST PER FOOT | $8.85 | |
| | **Upsize Cost** | 841 | LF | $8.85 | **$7,442.85** |

**VALVES**

| | | | | | |
|---|---|---|---|---|---|
| 7. | 12" gate valve, complete in place | 1 | EA | $2,165.00 | |
| 8. | 8" gate valve, complete in place | 1 | EA | $1,300.00 | |
| | | | | UPSIZE COST EACH VALVE | $865.00 | |
| | **Upsize Cost** | 4 | EA | $865.00 | **$3,460.00** |
| | | | | **TOTAL PIPE AND VALVE UPSIZE COST** | **$129,420.85** |

# Exhibit F




N O R T H

GRAPHIC SCALE 1"=100'

100 0 100 200

| NO. | REVISIONS DURING CONSTRUCTION | BY | DATE | NO. | SUBMITTALS | DATE |
|---|---|---|---|---|---|---|
| | | | | | | |

DESIGNED BY:

DRAWN BY:

CHECKED BY:

18 NOVEMBER 2015


JBI PARTNERS
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Texas Registered Engineering Firm F-438


# LANDSCAPE PLAN - KEY MAP

NAAMAN FOREST BOULEVARD AND MANSION DRIVE

NAAMAN FOREST BLVD EXT. (CITY CASE #150014-0)

CITY OF GARLAND, DALLAS COUNTY, TEXAS

PROJECT NO. HPC079

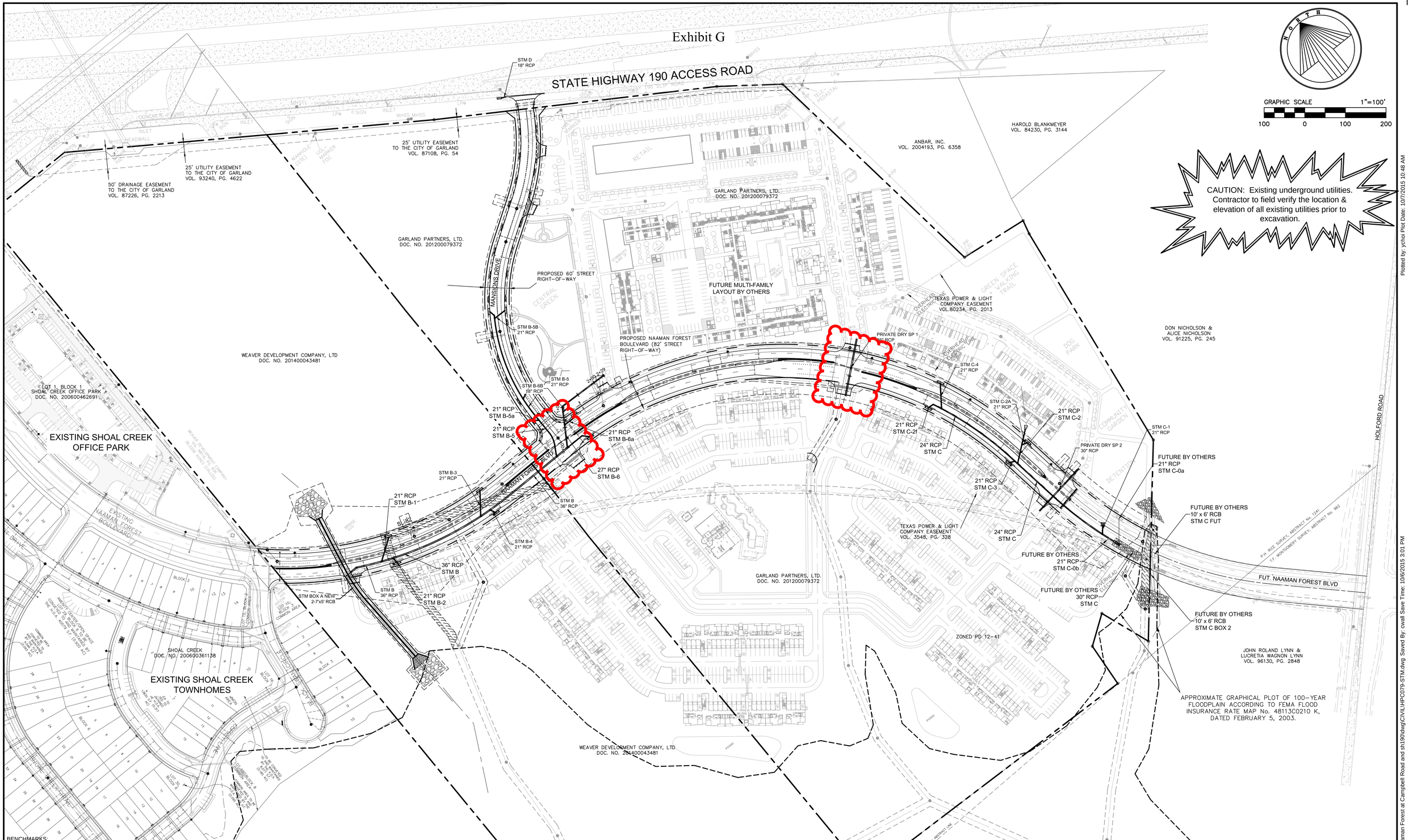
SHEET NO. L1


Plotted by: swright Plot Date: 11/18/2015 5:47 PM

Saved By: arivera Save Time: 11/13/2015 11:30 AM

Drawing: H:\Projects\HPC079 Naaman Forest at Campbell Road and sh190\dwg\CIVIL\HPC079-LSP.dwg

Exhibit G




CAUTION: Existing underground utilities. Contractor to field verify the location & elevation of all existing utilities prior to excavation.

BENCHMARKS:

GPS101 2" BRASS DISK STAMPED 101, LOCATED @ CAMPBELL ROAD & SHILOH INTERSECTION ON CAMPBELL ROAD EAST MEDIAN NOSE.ELEV.= 501.65

GPS143 2" BRASS DISK STAMPED 143, LOCATED APPROX. 24" N.E. OF IH 190 E. BOUND LANE FRONTAGE ROAD CENTERLINE AND APPROX. 21' SOUTH OF THE SOUTHEAST CORNER OF CAMPBELL ROAD ON RAMP TOLL STATION. ELEV.=581.18

GPS112 2" BRASS DISK STAMPED 112, LOCATED ON INLET TOP @ N. CORNER OF HOLFORD ROAD AND ARAPAHO ROAD INTERSECTION. APPROX. 86' N.W. OF HOLFORD ROAD INTERSECTION WITH ARAPAHO ROAD AND 17' N.E. OF WEST BOUND ARAPAHO C/L. ELEV.=564.82

| NO. | REVISIONS DURING CONSTRUCTION | BY | DATE |
|---|---|---|---|
| | | | |

| NO. | SUBMITTALS | DATE |
|---|---|---|
| | | |

DESIGNED BY:
DRAWN BY:
CHECKED BY:

STATE OF TEXAS
DANIEL DEWEY
93961
LICENSED
PROFESSIONAL ENGINEER
10-08-15

The seal appearing on this document was authorized by DANIEL DEWEY, P.E. 93961. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

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Texas Registered Engineering Firm F-438

# DRAINAGE PLAN & PROFILES

## OVERALL DRAINAGE LAYOUT

## NAAMAN FOREST BLVD EXT. (CITY CASE #150014-0)

## CITY OF GARLAND, DALLAS COUNTY, TEXAS

PROJECT NO. HPC079

SHEET NO. 16

Plotted by: ychoi Plot Date: 10/7/2015 10:48 AM
Drawing: H:\Projects\HPC079 Naaman Forest at Campbell Road and sh190\dwg\CIVIL\HPC079-STM.dwg Saved By: cwall Save Time: 10/6/2015 3:01 PM

# Exhibit H

**NAAMAN FOREST ROAD COST**
**City of Garland, Dallas County, Texas**
**Estimated Quantities and Unit Costs**
**JBI Project No. HPC079**

**FOR: EROSION CONTROL, EARTHWORK, UTILITY, AND PAVING IMPROVEMENTS FOR NAAMAN FOREST ROAD & UTILITY INFRASTRUCTURE, CITY OF GARLAND, DALLAS COUNTY, TEXAS**

**Section A - Erosion Control**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | Reinforced silt fence (prior to earthwork), complete in place | 4,527 | LF | $1.25 | $5,658.75 |
| 2. | Rock check dam, complete in place | 2 | EA | $700.00 | $1,400.00 |
| 3. | 8' Curlex matting behind back of curb (post paving), complete in place | 4,382 | LF | $1.20 | $5,258.40 |
| 4. | Seed all disturbed areas to establish ground cover after paving improvements and lot grading, as per City specifications, complete in place | 7.50 | AC | $2,850.00 | $21,375.00 |
| 5. | SWPPP sign board, post, lock box, and combination lock, complete in place | 1 | LS | $300.00 | $300.00 |
| | | | | **Subtotal Section A - Erosion Control** | **$33,992.15** |

**Section B - Earthwork**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | Stabilized construction entrance, complete in place | 1 | EA | $2,000.00 | $2,000.00 |
| 2. | Clearing and grubbing site, to include batch plant location (300' x 300') with offsite disposal of all brush and trees, complete in place | 10.50 | AC | $3,200.00 | $33,600.00 |
| 3. | Remove and dispose existing asphalt pavement, complete in place | 0 | SY | $1.65 | $0.00 |
| 4. | Unclassified street, swale, grade to drain, channel and batch plant location excavation, to include stockpiling excess material (36,431 CY) on adjacent site, complete in place | 49,610 | CY | $3.00 | $148,830.00 |
| 5. | Final grading and cleanup of street, swale, grade to drain, channel and batch plant area, complete in place | 1 | LS | $20,000.00 | $15,000.00 |
| 6. | All testing, to include density and compaction, as required by Owner and Governing Authority, complete | 49,610 | CY | $0.30 | $14,883.00 |
| | | | | **Subtotal Section B - Earthwork** | **$214,313.00** |

# Exhibit H

**NAAMAN FOREST ROAD COST**
**City of Garland, Dallas County, Texas**
**Estimated Quantities and Unit Costs**
**JBI Project No. HPC079**

**FOR: EROSION CONTROL, EARTHWORK, UTILITY, AND PAVING IMPROVEMENTS FOR NAAMAN FOREST ROAD & UTILITY INFRASTRUCTURE, CITY OF GARLAND, DALLAS COUNTY, TEXAS**

**Section C - Water**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 16" diameter RCCP, including trench, embedment, backfill, compaction, per City standards, complete in place | 0 | LF | $89.70 | $0.00 |
| 2. | 12" diameter pipe, including trench, embedment, backfill, compaction, per City standards, complete in place | 40 | LF | $41.85 | $1,674.00 |
| 3. | 8" diameter pipe, including trench, embedment, backfill, compaction, per City standards, complete in place | 2,745 | LF | $33.00 | $90,585.00 |
| 4. | Bore under Campbell Road for 16" water main to include steel casing all as per City requirements, complete in place | 0 | LF | $360.00 | $0.00 |
| 5. | 16" x 16" Cut In Tee for water connection, per City standards, | 0 | EA | $14,715.00 | $0.00 |
| 6. | 16" butterfly valve, per City standards, complete in place | 0 | EA | $3,663.00 | $0.00 |
| 7. | 12" gate valve, per City standards, complete in place | 1 | EA | $2,164.00 | $2,164.00 |
| 8. | 8" gate valve, per City standards, complete in place | 22 | EA | $1,300.00 | $28,600.00 |
| 9. | 6" gate valve, per City standards, complete in place | 7 | EA | $988.00 | $6,916.00 |
| 10. | Fittings, per City standards, complete in place | 4 | TONS | $4,653.00 | $18,612.00 |
| 11. | Fire hydrant with riser, per City standards, complete in place | 7 | EA | $3,095.00 | $21,665.00 |
| 12. | Blow off valve on 16" water line, per City standards, complete in place | 0 | EA | $3,580.00 | $0.00 |
| 13. | Flush valve on 16" water line, per City standards, complete in place | 0 | EA | $4,058.00 | $0.00 |
| 14. | 2" Irrigation service with backflow preventer, per City | 2 | EA | $3,034.00 | $6,068.00 |
| 15. | 1" Irrigation service, per City standards, complete in place | 0 | EA | $750.00 | $0.00 |
| 16. | Connect to existing water main, complete in place | 1 | EA | $550.00 | $550.00 |
| 17. | Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place | 2,785 | LF | $0.60 | $1,671.00 |
| 18. | All testing, to include density and compaction testing, as required by the governing authority, complete for | 2,785 | LF | $1.55 | $4,316.75 |
| | | | | **Subtotal Section C - Water** | **$182,821.75** |

**Section D - Sanitary Sewer**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 10" diameter pipe including trench, embedment, backfill, and compaction, per City standards, complete in place | 1560 | LF | $38.10 | $59,436.00 |
| 2. | 8" diameter pipe including trench, embedment, backfill, and compaction, per City standards, complete in place | 240 | LF | $32.00 | $7,680.00 |
| 3. | 5' diameter standard manhole over existing line, per City standards, complete in place | 0 | EA | $4,061.00 | $0.00 |
| 4. | 5' diameter standard manhole with interior drop, per City standards, complete in place | 2 | EA | $6,316.00 | $12,632.00 |
| 5. | 5' diameter standard manhole, per City standards, complete in place | 1 | EA | $5,661.00 | $5,661.00 |
| 6. | 4' diameter standard manhole, per City standards, complete in place | 9 | EA | $3,346.00 | $30,114.00 |
| 7. | Connect to existing manhole, per City standards, complete in place | 0 | EA | $1,000.00 | $0.00 |
| 8. | Remove and dispose of 6 manholes and 984 LF of sanitary line, per City standards, complete in place | 1 | LS | $11,900.00 | $11,900.00 |
| 9. | Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place | 1,800 | LF | $0.60 | $1,080.00 |
| 10. | All testing, to include density and compaction testing, as required by the governing authority, complete for | 1,800 | LF | $1.15 | $2,070.00 |
| | | | | **Subtotal Section D - Sanitary Sewer** | **$130,573.00** |

Exhibit H

**NAAMAN FOREST ROAD COST**
**City of Garland, Dallas County, Texas**
**Estimated Quantities and Unit Costs**
**JBI Project No. HPC079**

**FOR: EROSION CONTROL, EARTHWORK, UTILITY, AND PAVING IMPROVEMENTS FOR NAAMAN FOREST ROAD & UTILITY INFRASTRUCTURE, CITY OF GARLAND, DALLAS COUNTY, TEXAS**

**Section E - Drainage**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 2 - 7'x5' RCB including trench, embedment, backfill, and compaction, complete in place | 417 | LF | $731.35 | $304,972.95 |
| 2. | 36" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 770 | LF | $144.90 | $111,573.00 |
| 3. | 30" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 228 | LF | $131.90 | $30,073.20 |
| 4. | 27" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 229 | LF | $102.30 | $23,426.70 |
| 5. | 24" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 466 | LF | $95.25 | $44,386.50 |
| 6. | 21" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 944 | LF | $78.10 | $73,726.40 |
| 7. | 18" diameter RCP including trench, embedment, backfill, and compaction, complete in place | 21 | LF | $54.85 | $1,151.85 |
| 8. | 15' recessed curb inlet, complete in place | 10 | EA | $4,784.00 | $47,840.00 |
| 9. | 15' standard curb inlet, complete in place | 0 | EA | $4,385.00 | $0.00 |
| 10. | 10' combination grate inlet, complete in place | 0 | EA | $7,033.00 | $0.00 |
| 11. | 4'x4' drop inlet, complete in place | 1 | EA | $3,702.00 | $3,702.00 |
| 12. | 3'x3' drop inlet, complete in place | 1 | EA | $3,121.00 | $3,121.00 |
| 13. | 2'x2' drop inlet, complete in place | 1 | EA | $2,312.00 | $2,312.00 |
| 14. | FW-O headwall at double barrel 2-7'x5' RCB, per City standards and specifications, complete in place | 2 | EA | $9,511.00 | $19,022.00 |
| 15. | FW-O headwall at 24" RCP, per City standards and specifications, complete in place | 1 | EA | $1,526.00 | $1,526.00 |
| 16. | Type B headwall at 21" RCP, per City standards and specifications, complete in place | 1 | EA | $4,886.00 | $4,886.00 |
| 17. | Type C headwall at 30" RCP, per City standards and specifications, complete in place | 1 | EA | $1,623.00 | $1,623.00 |
| 18. | 12" Rock rip rap, complete in place | 1,046 | SY | $86.00 | $89,956.00 |
| 19. | Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place | 3,075 | LF | $0.60 | $1,845.00 |
| 20. | All testing, to include density and compaction testing, as required by the governing authority, complete for | 3,075 | LF | $1.15 | $3,536.25 |
| | | | | **Subtotal Section E - Drainage** | **$768,679.85** |

**Section F - Utility Miscellaneous**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | Maintenance bond for Utilities per City of Garland requirements, complete | 0.75 | LS | $24,000.00 | $18,000.00 |
| 2. | 4" sch 40 PVC irrigation sleeve, complete in place | 2,259 | LF | $9.00 | $20,331.00 |
| 3. | 2" sch 40 PVC street light conduit, complete in place | 8,352 | LF | $7.30 | $60,969.60 |
| 4. | Pull boxes, as per plans, complete in place | 48 | EA | $257.00 | $12,336.00 |
| | | | | **Subtotal Section F - Utility Miscellaneous** | **$111,636.60** |

# Exhibit H

**NAAMAN FOREST ROAD COST**
**City of Garland, Dallas County, Texas**
**Estimated Quantities and Unit Costs**
**JBI Project No. HPC079**

**FOR: EROSION CONTROL, EARTHWORK, UTILITY, AND PAVING IMPROVEMENTS FOR NAAMAN FOREST ROAD & UTILITY INFRASTRUCTURE, CITY OF GARLAND, DALLAS COUNTY, TEXAS**

**Section G - Paving**

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 8"- Class "C" reinforced concrete street pavement with #3 bar at 24" o.c.b.w. and 6" curb (as per City standards) to include laydown curb, complete in place | 14,720 | SY | $37.00 | $544,640.00 |
| 2. | 7"- Class "C" reinforced concrete street pavement with #3 bar at 24" o.c.b.w. and 6" curb (as per City standards) to include laydown curb, complete in place | 0 | SY | $34.00 | $0.00 |
| 3. | Median pavement, complete in place | 259 | SY | $75.00 | $19,425.00 |
| 4. | 6"- Lime/cement stabilized subgrade, complete in place | 16,192 | SY | $3.00 | $48,576.00 |
| 5. | Lime material (18 lbs./sy), complete in place | 146 | TN | $165.00 | $24,045.12 |
| 6. | Cement material (36 lbs./sy), complete in place | 291 | TN | $175.00 | $51,004.80 |
| 7. | Concrete header complete in place, complete in place | 324 | LF | $13.00 | $4,212.00 |
| 8. | Remove & dispose existing street barricade, complete in place | 105 | LF | $8.25 | $866.25 |
| 9. | Install street barricade, complete in place | 324 | LF | $36.05 | $11,680.20 |
| 10. | Connect to existing pavement, complete in place | 99 | LF | $14.00 | $1,386.00 |
| 11. | 24" Thermoplastic Stop Bar, complete in place | 22 | LF | $8.00 | $176.00 |
| 12. | Type 1 Skipped White Lane Line, per City of Garland standards, complete in place | 4,341 | LF | $1.60 | $6,945.60 |
| 13. | Type 3 Solid White Turn Lane Line or left/right turn lane, per City of Garland standards, complete in place | 445 | LF | $4.25 | $1,891.25 |
| 14. | Type B Solid Double Yellow Center Line, per City of Garland standards, complete in place | 0 | LF | $4.25 | $0.00 |
| 15. | Median nose as per plans & City requirements, complete in place | 6 | EA | $825.00 | $4,950.00 |
| 16. | Provide and install stop signs per City standards (if needed), complete in place | 2 | EA | $535.00 | $1,070.00 |
| 17. | Provide and install "Speed Limit" signs per City standards (if needed), complete in place | 4 | EA | $445.00 | $1,780.00 |
| 18. | Provide and install "No Outlet & Dead End" per City standards (if needed), complete in place | 2 | EA | $535.00 | $1,070.00 |
| 19. | Provide and install "Right Only" per City standards (if needed), complete in place | 0 | EA | $275.00 | $0.00 |
| 20. | Provide and install street sign blades per City standards (if needed), complete in place | 4 | EA | $535.00 | $2,140.00 |
| 21. | Remove & dispose existing street barricade, complete in place | 105 | LF | $8.50 | $892.50 |
| 22. | Brick pavers at crosswalks 6' in width to include subgrade preparation, complete in place | 1735 | SF | $8.50 | $14,747.50 |
| 23. | Traffic control as per City & NTTA requirements, complete in place | 0 | LS | $5,000.00 | $0.00 |
| 24. | All testing as required by Owner and Governing Authorities, complete in place | 16,192 | SY | $0.75 | $12,144.00 |
| 25. | Maintenance bond for Paving in accordance with City of Garland requirements, complete | 1 | LS | $18,061.00 | $13,545.75 |
| | | | | **Subtotal Section G - Paving** | **$767,187.97** |

Exhibit H

**NAAMAN FOREST ROAD COST**
**City of Garland, Dallas County, Texas**
**Estimated Quantities and Unit Costs**
**JBI Project No. HPC079**

**FOR: EROSION CONTROL, EARTHWORK, UTILITY, AND PAVING IMPROVEMENTS FOR NAAMAN FOREST ROAD & UTILITY INFRASTRUCTURE, CITY OF GARLAND, DALLAS COUNTY, TEXAS**

| **SUMMARY OF EROSION CONTROL, EARTHWORK, UTILITY, & PAVING IMPROVEMENTS COSTS** | |
|---|---|
| Subtotal Section A - Erosion Control | $33,992.15 |
| Subtotal Section B - Earthwork | $214,313.00 |
| Subtotal Section C - Water | $182,821.75 |
| Subtotal Section D - Sanitary Sewer | $130,573.00 |
| Subtotal Section E - Drainage | $768,679.85 |
| Subtotal Section F - Utility Miscellaneous | $111,636.60 |
| Subtotal Section G - Paving | $767,187.97 |
| Payment & Performance Bonds | $31,363.00 |
| **TOTAL EROSION CONTROL, EARTHWORK, UTILITY, & PAVING COSTS** | **$2,240,567.32** |
| ENGINEERING, SURVEYING, PLATTING, & TREE SURVEYS | $268,868.08 |
| CONSTRUCTION MANAGEMENT FEES (3%) | $67,217.02 |
| CONTINGENCY (10%) | $224,056.73 |
| **TOTAL PROJECT COST** | **$2,800,709.15** |

GARLAND

# CITY COUNCIL ITEM SUMMARY SHEET

**City Council Work Session Agenda** **Work Session Item 2. a.**

**Meeting Date:** July 5, 2016

**Item Title:** Parks and Recreation Board Annual Summary Presentation

**Submitted By:** Jermel Stevenson, Managing Director

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**Summary of Request/Problem**

The Parks and Recreation Board will make presentation to Council with a summary of the Board's activities from the previous year.

Introduction - Jermel Stevenson, Managing Director, Parks, Recreation and Cultural Arts

Presentation Summary by Molly Bishop, Chair, Parks and Recreation Board

**Recommendation/Action Requested and Justification**

Information Only.

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**Attachments**

PB PowerPoint

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GARLAND

PARKS, RECREATION & CULTURAL ARTS

# Parks & Recreation Board

# Major Accomplishments

- Established by Ordinance No. 601 and Officially created by City Council on April 3, 1956;
- A citizen advisory board, appointed by the Mayor and City Council;
- Provides recommendations to the Council and staff;
- Establishes policies regarding Garland's parks system and it's recreation programs.

# Board Mission Includes:

**Goal #1: Grow the Economic Base**

**Goal #2: Cultivate Desirable Neighborhoods**

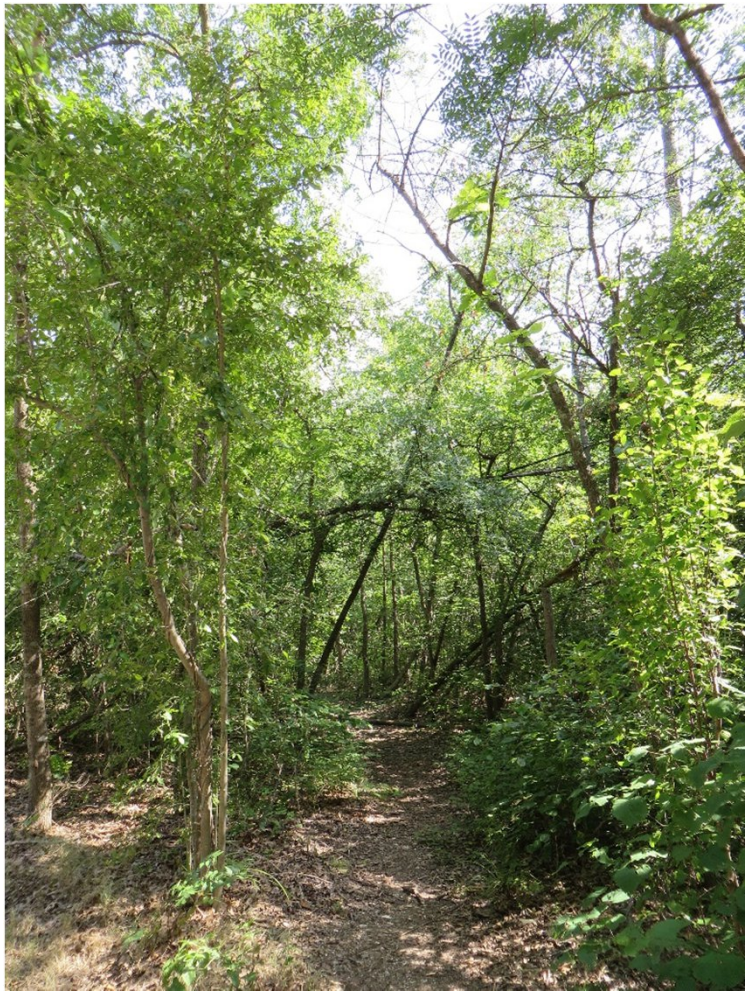
**Goal #3: Building a City Organization of the Future**

# Last Five Years:

- Recreation Strategic Plan and Park Development Guidelines;
- Bike Plan component adopted as part of City Master Thoroughfare Plan;
- Plans for Duck Creek- Arnold & Carol Ablon Park Trail, and Winters Park/Spring Creek Trail;
- Construction of the Harris Hollabaugh Recreation Center;
- Bradfield Recreation Center Renovation;
- Construction of the Spring Creek Trail, joint-effort with Dallas County;
- Schedule for Construction of Granger Recreation Center Renovation

# Tree Board

- Review and approve the department's annual tree care activities – maintenance, removal, and planting of trees;
- "Tree City USA" designation 2007-2015;
- Arbor Day tree give-a-way adds trees to the City, improving the well-being of the community.



GARLAND

# CITY COUNCIL ITEM SUMMARY SHEET

**City Council Work Session Agenda** **Work Session Item 2. b.**

**Meeting Date:** July 5, 2016

**Item Title:** Senior Citizen Advisory Commission Annual Report

**Submitted By:** Jermel Stevenson, Managing Director

---

**Summary of Request/Problem**

The Senior Citizen Advisory Commission will present its annual report to the Council.

The introduction will be made by Kenny McCord, Senior Services Manager, staff liaison to the Commission.

The Commission will report on information related to senior services and activities of importance and interest to senior citizens of Garland.

**Recommendation/Action Requested and Justification**

Information Only.

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**Attachments**

SCAC PowerPoint

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GARLAND

PARKS, RECREATION & CULTURAL ARTS

# Senior Citizen Advisory Commission

# Mission Statement:

Established in 1991, the Senior Citizen Advisory Commission recommends and advises Council on issues that are important to senior citizens of Garland.

# Senior Services

FY 2015:

- Senior Center Attendance = 143,545
- Enrolled subsidized lunch program = 562
- Senior program participants = 2,935

# Senior Activities

- Veteran Tribute Garden Events
- Mystery Trips
- Holiday Parties
- Senior Summer Picnic
- Senior Fitness Programs
- Day Trips

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

**City Council Work Session Agenda** **Work Session Item 2. c.**

**Meeting Date:** July 5, 2016

**Item Title:** Interviews for Appointment to the DART Board

**Submitted By:** Rene Dowl, City Secretary

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**Summary of Request/Problem**

Information was posted on the City's website for 14 days in order to provide an opportunity for citizens to apply for the DART Board positions. At the close of the 14-day notice period on Thursday, June 16, 2016 Michael T. Cheney, Patrick Spreng, Mark C. Enoch, and Jonathan R. Kelly responded. Council interviewed Mr. Cheney and Mr. Enoch at the June 20, 2016 Work Session. Council is scheduled to interview Mr. Spreng and Mr. Kelly at the July 5, 2016 Work Session.

Council is scheduled to formally appoint two representatives to the DART Board at the July 5 Regular Meeting.

**Recommendation/Action Requested and Justification**

Candidate interviews

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**Attachments**

DART Board Applications

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T Patrick Spreng
726 Branch Dr
Garland, TX 75041

Phone 972-333-4508
Email pspreng@gmail.com
Blog https://spreng.wordpress.com/
Website http://www.acmewebpages.net

## WORK EXPERIENCE

IT Consultant and Developer
June 1972 – November 2012

Provided consulting, applications development, and technical writing for numerous companies, including:

- Nielsen Media Research - Senior Software Developer
- Electronic Data Services (EDS) - Senior Analyst
- Sabre, Inc - Senior Analyst
- Oklahoma Central Credit Union - Senior Network Administrator
- IBM Credit Corporation - Applications Programmer
- Commercial Financial Services, Inc. - Business Analyst
- USF+G Insurance Company – I/S Manager & Regional I/S Coordinator
- Lone Star Gas Company/Enserch/ Enserch Exploration, Inc – Senior Technologist

## EDUCATION

University of Texas at Dallas, 1981
Master's Degree in Management and Administrative Science
Texas A&M – Commerce, 1972
Bachelor's Degree in Mathematics and English Literature (double major)

- Academics: National Merit Scholarship; Engineers' Club of Dallas Scholarship; GRE score over 1500
- Activities: Student Senator; Delta Chi Fraternity Vice President

REFERENCES

Jim Latham
Retired
972-424-3909
james.latham@verizon.net
Professional reference

Matthew Goodman
Worship Director, Fellowship Bible Church
(918) 481-1445
mgoodman@fbctulsa.org
Personal

Mr. Mayor and members of the Garland City Council,

I am seeking the opportunity to represent the City of Garland as a member of the Dallas Area Rapid Transit Board of Directors. My resume is attached and you can see that I am very well qualified to serve in such a capacity. I have a strong business and economic education and have significant experience working with Boards of Directors. I currently manage assets for a number of organizations and regularly present at their meetings. I would represent our city well.

What is not in my resume is more powerful. I am a native of the city of Garland, and a product of the Garland Independent School District. I attended Golden Meadows Elementary School, Bussey Middle School and North Garland High School. I am very proud of my Garland roots and take a lot of pride in having the opportunity to represent our city. Additionally, I am a seasoned DART patron. I worked at Cityplace when the DART station opened there and from the time the Downtown Garland station opened I rode the DART trains regularly and occasionally the buses, owning an Annual Pass. I have valuable experiences as a DART rider and am a loyal representative of Garland.

I am appreciative of the efforts that the incumbent board members have provided, and I believe that I would bring a fresh enthusiasm to the role with a focus on the value to Garland residents and business owners. Please consider me for the nomination to the DART Board.

Sincerely,

Jonathan R. Kelly

JONATHAN R. KELLY, CTFA
6809 Galway Drive
Garland, TX 75044
(214)514-2782
Jonathan.k@verizon.net

## SUMMARY

- Over twenty years of progressive financial services industry, trusts, sales and management experience
- A passion for fiduciary investment management, building deep relationships with clients, advisors and COIs, acting in an Account Executive capacity to increase revenue based on needs of clients.
- Extensive knowledge of estate planning and the trust industry, as well as Fidelity, Bank of America and US Trust, trading, sales, products and compliance procedures gained through Employee Trading, Senior Trader, Team Manager, Portfolio Manager, Market Investment Director and Regional Investment Executive positions
- Proven leadership skills in personal and employee development, project management and peer networking building strong teams and retaining top talent.
- Solid experience administering trusts and document review in the onboarding process utilizing non-judicial settlement agreements, decanting, internal trust committee chair and Delaware trust law as well as presentation skills used to advance product sales among front-line contacts delivering educational presentations to advisors to persuade their activities in discussing trusts with clients.

## EXPERIENCE

NORTHERN TRUST COMPANY 2015 – Present
*Senior Portfolio Manager; Vice President (May 2015 – Present)*
Responsible managing and growing investment assets for institutions, trusts and individuals. Clients have investable assets of $5M to $25M with a total book of approximately $400 million in AUM. I build deep relationships with clients and facilitate there full estate planning needs as well as efficiently managing their investment portfolios.

PRINCIPAL FINANCIAL GROUP/PRINCIPAL TRUST COMPANY 2012 – 2015
*Director of Business Development – Trusts (October 2012 –May 2015)*
Responsible for driving new business to Principal Trust Company, specifically through personal trusts. Act as key contact(wholesaler) for financial advisors both internal and external in assisting clients with estate planning needs utilizing personal trusts as well as gathering assets by acting as successor trustee. Cover the entire United States and delivering educational presentations at conferences illustrating the features and benefits of personal trusts. Facilitate the closing process in partnering with COIs, attorneys, clients and advisors including document review and engaging attorneys for NJSAs and drafting new documents.

US TRUST, BANK OF AMERICA PRIVATE WEALTH MANAGEMENT 2003 – 2012
*Market Leader/Market Investment Director; SVP (January 2011 – October 2012)*
Similar to a PCA or Account Executive role, Responsible for driving strong results in the US Trust Midwest Market for the Emerging Wealth Team in areas of retention, new business and clean book for both Trust and Investments personnel. In 2011, team ranked #1 in New Business for the Division. Managed a team of Trust Officers, Portfolio Managers and support roles responsible for deepening relationships with existing clients and sourcing new opportunities, while also personally acting as relationship manager on a book of clients.
*Regional Investment Executive; SVP (March 2009 – January 2011)*
- Manage, coach and develop a team of 23 Investment Professionals responsible for over $3.8B in assets across the Central Division (Associates physically located in Chicago, St. Louis, Kansas City, Detroit and Dallas)
- Drive results in retention, sales and daily routines in a way that exceeds targets and holds associates accountable
- Engage varying levels of leadership nationally to sell the Emerging Wealth Vision as well as manage projects to improve efficiencies
- In a volatile environment, keep the focus on the client while implementing new associate routines and retaining and developing top performing talent

*Team Leader (June 2004 – March 2009)*
*Portfolio Manager (January 2003 – October 2012)*

FIDELITY INVESTMENTS 1993-2002
*Premium Services Manager (July 2000 – December 2002)*
- Manage, coach and develop a team of approximately 10 to 15 representatives in the areas of sales goals, customer quality interaction, retirement, tax, e-channel and trading issues servicing High Net Worth clients.
- Additional team management responsibilities: setting team representative sales goals, maintain and improve team statistics/metrics, provide ongoing feedback around customer interactions, and productivity
- Work closely with Branches in MN and PA, the Team's regional alignment with High Net Worth customers

- Participate in many company initiatives and projects: 529, eChampion, College Recruiting, Representative Recognition, Knowledge Gap Committee, EC3, Staffing contact, Funds Network, New Hire mentoring, Fidelity Southwest Golf Tournament

*Service/Trading Manager (May 1998 – June 2000)*
*Brokerage Senior Trader (April 1996 – May 1998)*
*Employee Trading Representative (July 1995 – April 1996)*
*Brokerage Trading Representative (November 1993 – July 1995)*

## ACTIVITIES

Dallas Estate Planning Council – Dallas, TX
Tax Increment Financing; Board of Directors – City of Garland
Facilitator – Legacy Journey & Financial Peace University – The Heights Baptist Church
Teacher – 7th Graders on Sundays at The Heights Baptist Church
Hobbies: Hunting, fishing, golf, coaching youth sports, house renovating(country property), College football & basketball, softball, basketball, running, movies, spending time with the family

## EDUCATION/CERTIFICATIONS

MBA in Corporate Finance; University of Dallas, Irving, TX, 1998
B.S. in International Economics; Texas Tech University, Lubbock, TX, 1993
Certified Trust and Financial Advisor (CTFA), The Institute of Certified Bankers, 2006
Accredited Wealth Management Advisor (AWMA); College For Financial Planning, in-progress

- Series 8, 7, 63 and Group I licenses (currently inactive)
- Microsoft Excel, Microsoft Word, Outlook, PowerPoint, as well as proprietary systems

# Application by Michael T. Cheney to represent the City of Garland on the Dallas Area Rapid Transit ("DART") Board of Directors.

I have represented the City of Garland since May 10, 2011 on the DART Board of Directors.

I have attended over 95% of all meetings since my initial appointment. I have attended national meetings of the American Public Transportation Association ("APTA") to increase my knowledge of transit operations.

I have served as the Chairman of the Audit Committee since August, 2011. In that capacity the Director of Internal Audit is my direct report. He and his staff of 8 to 9 persons perform internal audits of DART operations and activities. Their work is reported to the Audit Committee monthly. There have been no incidents of any activities that required negative reporting of significant correction of internal controls during my term as Chair of the Audit Committee.

I am now or have been a member of the Administrative, Planning, Equal Opportunity, Budget and Finance, Transit Oriented Development, and Operations Committees. I serve as one of three DART representatives on the TRE Advisory Committee.

Any requests for DART assistance and response to requests by citizens and City of Garland Council personnel have been promptly responded to and corrective action initiated where possible.

There are several projects of significance to the City of Garland now in progress, namely:

- A second downtown Dallas alignment which will provide for continued transit through downtown whenever one of the routes is impaired. Additionally, the second route will provide for relief of congestion for the four lines which traverse the Dallas downtown.
- Expanded platforms throughout the red and blue lines will provide for increased capacity on the light rail lines. The two stations in the City of Garland will be completed by the end of 2020.
- The Cotton Belt East-West rail line is now accelerated from its 2035 opening to a 2022 completion. This line will provide a direction connection to the DFW Airport in less than 45 minutes from the Bush/City Line station.
- WI-FI on buses and trains to provide users with a link to email and texting without using a "data plan" from their carrier. It may also encourage business travelers to get out of their cars and use transit as a safe alternative while continuing the use of smart phones and computers while commuting.

I would like to continue the City of Garland's support of these and other DART projects through my continued active support of the DART activities.

I have been an advocate of conservative financial policies in my role as Vice-Chair and member of the Budget and Finance Committee. DART has had and continues to be a national leader in adopting

**Michael T. Cheney, CPA** 7518 Courtside Drive
Garland TX 75044 Email mtcheney@dart.net

# EXPERIENCE

**Director** **2011 to present**

Dallas Area Rapid Transit (DART) - Director on the 15-member Board of Directors. Appointed to the Board in May 2011 by the City of Garland. Presently serving as the Chairman of the Audit Committee.

**Consultant** **2011 to 2012**

TGGT Midstream LLC – A spin-off from Exco, Inc. and BG Petroleum. It is a $1.5 billion asset pipe installation company. The general ledger was converted from Excaliber to Microsoft Soloman.

**2008 to 2009**

Lineage Holdings, LLC – This Company was formed by The Gores Group ("Gores"), a venture capital company, as the successor to the Tyco Electronics Company Power Systems Group. The $400 million revenue with international operations was acquired by Gores at the end of 2007. The company required the transition of accounting and administrative functions from the centralized Tyco facility. Additionally, a three-year re-statement audit was completed for the company. In December, 2008 the acquisition of the $100 million revenue public company, Cherokee International Corp, was completed and the company was taken private and merged as a division of Lineage Holdings, LLC. Consulting activities were performed in conjunction with the consulting activities of FTI Consulting Inc. (NYSE: FCN).

**Hackney Ladish Holding Corp.**

**Chief Financial Officer** **2006 to 2008**

A $75 million manufacturer of butt-welded pipe fittings for the oil and gas pipeline industry. The company operates plants with 350 employees (union and non-union) in two states. The company is a $57 million leveraged purchase by a venture capitalist from Trinity Industries, Inc., a multi-billion dollar publicly traded company. The accounting and manufacturing system is BPCS using manufacturing standard costs.

- Managed the transition from Trinity Industries to a stand-alone accounting system.
- Completed the acquisition accounting and initial financial statements for the certified audit.
- Installed and administered the personnel systems for the company (payroll, benefits administration, personnel procedures, and related accounting processes).
- Installed cash flow monitoring procedures, monthly financial reporting procedures, and key performance indicator reporting, banking, and manufacturing standard cost processes.

## Education

University of Michigan, Ann Arbor, Michigan – BA Economics (1967)

## Professional Licenses

Certified Public Accountant – Michigan (1970)

## Board of Directors

Dallas Area Rapid Transit (DART), Director and Chairman of the Audit Committee (2011 - present)

RECEIVED
CITY OF GARLAND
Administration

GLAST, PHILLIPS & MURRAY
A PROFESSIONAL CORPORATION

MARK C. ENOCH, J.D., M.B.A.
(972) 419-8366
fly63rc@verizon.net

BOARD CERTIFIED – CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

14801 QUORUM DRIVE, SUITE 500
DALLAS, TEXAS 75240-6657

(972) 419-8300
FACSIMILE (469) 206-5022

June 9, 2016

*Via email*
*edattomo@garlandtx.gov*
*mayor@garlandtx.gov*

Mayor Douglas Athas
Mr. David Gibbons
Ms. Anita Goebel
Mr. Stephen W. Stanley
Mr. B.J. Williams
Mr. Rich Aubin
Ms. Lori Barnett Dodson
Mr. Scott LeMay
Mr. Jim Cahill
City of Garland
200 North Fifth Street
Garland, Texas 75040

Re: Requested Reappointment as a City of Garland Representative to the Board of Directors of Dallas Area Rapid Transit

Dear Mayor Athas and Honorable Council Members:

I continue to enjoy my representation of the City of Garland on the Board of Directors for Dallas Area Rapid Transit and write this letter to seek reappointment.

The City of Garland has a full representative (Michael Cheney) and a partial representative that it shares with the cities of Rowlett and Glenn Heights. The latter is the position for which I seek reappointment.

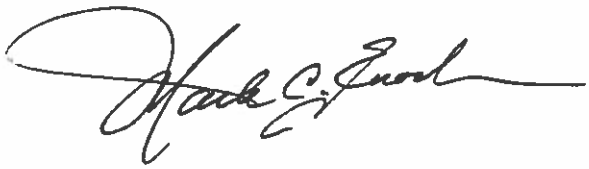
Over the years during my representation of the city, I have gained experience and specific knowledge with respect to the agency that I believe has benefitted the city on many occasions with Mr. Cheney's help. He and I have enjoyed a very good working relationship and I believe this too has benefitted the city.

There are many critical issues that will be coming up in the next few years, not the least of which is how DART expands within the region in a way that is fair to the existing stakeholders.

The work that you have allowed me to do remains very exciting to me. I look forward to continuing to work toward the city's benefit on the Board and request that you favorably consider this letter as my application to be reappointed.

As always, should any of you have any questions, please feel free to contact me.

Warm regards,



Mark C. Enoch

MCE:mji

cc: Mr. Michael Chaney

GARLAND

# CITY COUNCIL ITEM SUMMARY SHEET

**City Council Work Session Agenda** **Work Session Item 2. d.**

**Meeting Date:** July 5, 2016

**Item Title:** 2015 International Code Series

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**Summary of Request/Problem**

**2015 International Code Series**

*Staff will provide a report regarding the adoption of local amendments to the 2015 International Code series of construction codes and the 2014 National Electrical Code.*

**Recommendation/Action Requested and Justification**

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**Attachments**

2015 Codes

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GARLAND

BUILDING INSPECTION

# 2015 International Code Adoption

And 2014 Electrical Code

# Why adopt building codes?

- Codes establish a minimum standard for life, health and safety for buildings in City of Garland.
  - Intended to provided structural stability to resist reasonable natural and manmade for forces.
  - Intended to provide a reasonable level of safety for the occupants of the buildings and allow safe exit in an emergency.
  - Intended to provide a reasonable level of safety for emergency responders in the case of fire or other disaster.
- Adopting model codes:
  - Saves time and energy rather than having to draft our own codes.
  - Recognizes newer materials and construction techniques as they become available and are tested.
  - Provides a uniform platform for builders that may work in multiple jurisdictions.
  - Code changes are vetted through a consensus process at the national level so all parties have a chance to weigh in on the minimum standard.

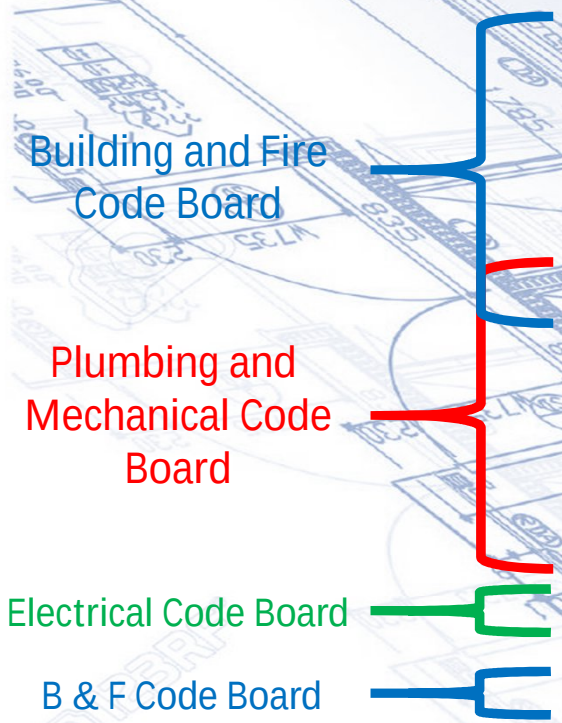
# Why are there local amendments?

- State law allows for adoption and enforcement of the most of the codes and allows for amendments to address regional conditions.
- The North Central Texas Council of Governments has five subcommittees that review the new editions of the codes and recommend regional amendments.
  - Committees are made up of builders groups, materials manufactures, code officials and others.
  - Regional amendments are agreed upon and the NTCCOG Board of Directors makes recommendations to the Mayors regarding adoption of the new codes with the regional amendments.
- This committee reviews the codes and the amendments and forwards a recommendation to the City Council.

# Code Adoption Survey Results

| City | Currently adopted codes | Planning to adopt 2015? | Do you review COG amendments? |
|---|---|---|---|
| Abilene | 2012 | 4th Qtr 2016 | Yes |
| Allen | 2009 | 3rd Qtr 2016 | Yes |
| Bedford | 2009 | 1st Qtr 2016 | Yes |
| Benbrook | 2012 | 1st Qtr 2016 | Yes |
| Burleson | 2009 | Not Adopting | Yes |
| Carrollton | 2015 | Adopted | Yes |
| Cedar Hill | | | No |
| Coppell | 2012 | 3rd Qtr 2016 | Don't know what it is. |
| Dallas | 2012 | 3rd Qtr 2016 | Yes |
| Denton | 2012 | 2nd Qtr 2016 | Yes |
| Euless | 2009 | 1st Qtr 2016 | Yes |
| Farmers Branch | 2009 | 2nd Qtr 2016 | Yes |
| Flower Mound | 2012 | Adopted | Yes |
| Frisco | 2012 | 3rd Qtr 2016 | Yes |
| Garland | 2009 | 1st Qtr 2016 | Yes |
| Hickery Creek | 2009 | 2017 | Yes |
| Highland Village | 2009 | 2017 | Yes |
| Hurst | 2009 | 1st Qtr 2016 | Yes |
| Irving | 2009 | Adopted | Yes |
| Jasper | 2015 | Adopted | No |
| Keller | 2009 | 3rd Qtr 2016 | Yes |
| Lewisville | 2012 | 1st Qtr 2016 | Yes |
| Little Elm | 2012 | 2017 | Yes |
| Mansfield | 2006 | 2nd Qtr 2016 | Yes |
| Mckinney | 2012 | 2nd Qtr 2016 | Yes |
| Plano | 2012 | Adopted | Yes |
| Prinston | 2009 | Not Adopting | Yes |
| Rockwall | 2009 | 1st Qtr 2016 | Yes |
| Rowlett | 2012 | Not Adopting | Yes |
| Royce City | 2009 | Not Adopting | Yes |
| Sachse | 2009 | 4th Qtr 2016 | Yes |
| Sanger | 2006 | 3rd Qtr 2016 | Yes |
| Southlake | 2012 | 2nd Qtr 2016 | Yes |
| Trophy Club | 2009 | 2nd Qtr 2016 | Yes |
| Waco | 2012 | 3rd Qtr 2016 | Yes |

# Codes to Review




- 2015 International Building Code
- 2015 International Fire Code
- 2015 International Energy Conservation Code
- 2015 International Residential Code
- 2015 International Plumbing Code
- 2015 International Mechanical Code
- 2015 International Fuel Gas Code
- 2014 National Electrical Code
- 2015 International Property Maintenance Code

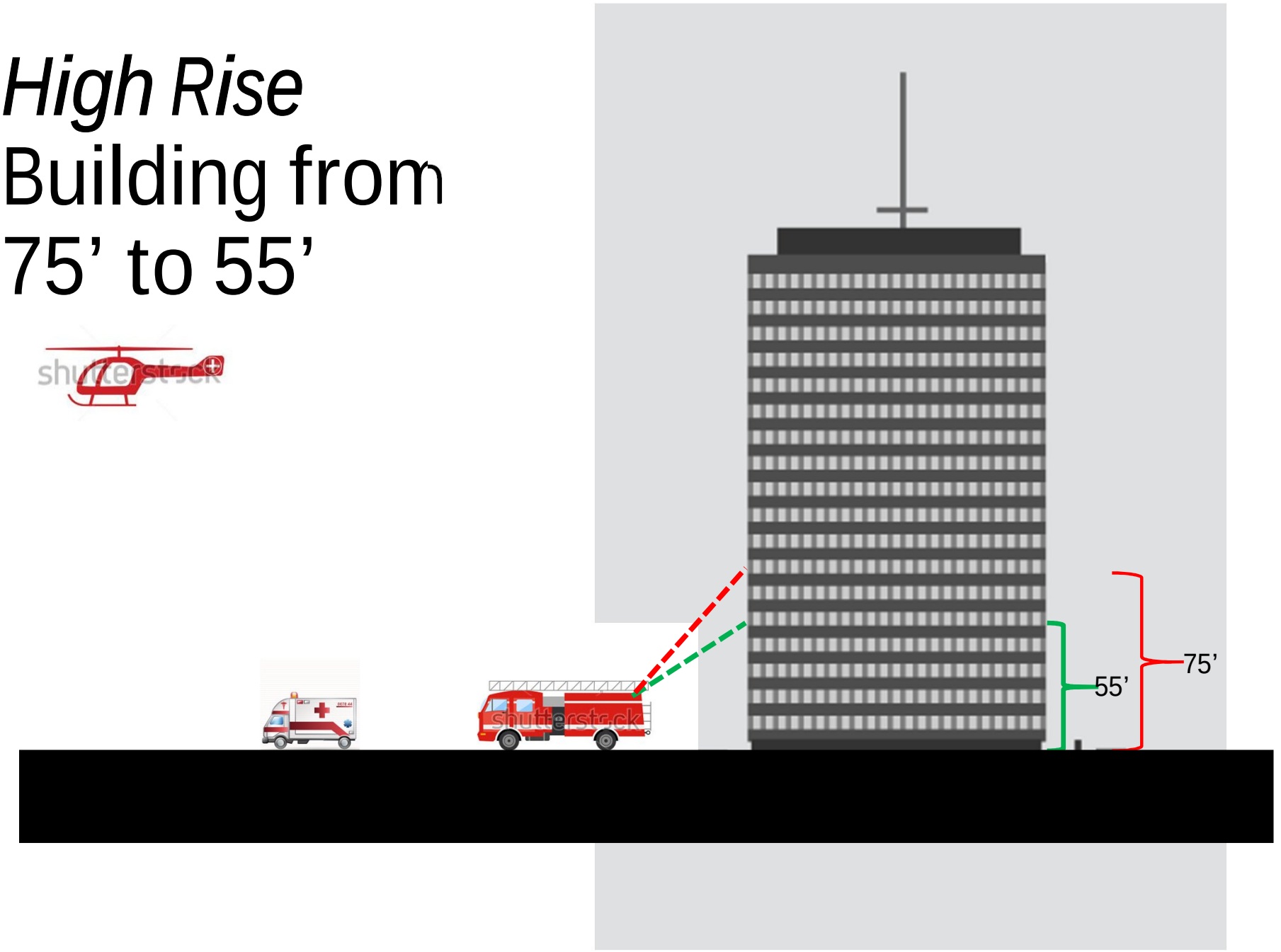
# 2015 International Building Code (IBC)

- §214.216 of LGC adopts the IBC as the commercial building code in the State.
  - It also allows for cities to adoption of newer editions of the code and make local amendments.
- The City of Garland is currently under the 2009 IBC with local amendments.
  - Reviewed and adopted by City Council in December of 2011.
- Most of proposed amendments are recommended by NCTCOG or were previous amendment that are carried over from previous adoptions.
  - Staff will highlight changes.

# Highlighted changes to the IBC.

- Things exempt from a permit - Section 105.2:
  - Playhouses & tool sheds less than 20 sqft.
  - Retaining walls less than 4 feet high.
  - Floor coverings and wall coverings.
  - Pool and ponds less than 24 inches deep.
  - Swing sets & playground equipment.
  - Uncovered wood decks 30 inches or less in height.
  - Minor foundation repair and minor roof repair of less than $2000
- State of Texas still requires _ Sections 107.2.7, 107.2.8 & 107.2.9:
  - Asbestos survey.
  - TDLR registration of project, for ADA compliance.
  - Storm-water pollution prevention plan. (SWPPP)

# *High Rise* Building from 75’ to 55’



# Significant changes in IBC

- Section 423 – Storm Shelters – New provisions in code.
  - Requires storm shelter in 911 call stations, fire stations, EOC, & police stations.
  - Requires storm shelters in schools, day cares, & schools accessory to church.
- Section 915 – Carbon Monoxide Detection – New provisions in code.
  - Requires CO detectors outside of dwelling units, sleeping rooms and classrooms where fuel-burning appliances or fireplaces are present as well as if they have attached garages.
- Section 1015.8 Window Openings – Modified provisions.
  - Requires window guards or fall protection for certain windows over 6 feet above grade.
- Chapter 17 – Special Inspections and Tests has major revisions to address special inspections when they are required and special testing during construction.
  - NCTCOG has recommended special forms to be used in the region.

# Adoption of the 2015 International Fire Code and Local Amendments

# History

- The City Adopted the 2009 International Fire Code in 2011.
- Adopting a more recent code ensures we are meeting current fire safety standards.
- Current fire code adoptions by other cities:
  - Plano 2015
  - Mesquite 2009 (working on the 2015)
  - Richardson 2012
  - Rowlett 2012

# Fees

- Proposed Fees have been in  place since 2013 and have not changed.

- Additional permits
  - 105.6.2  Amusement buildings
  - 105.6.19  Fruit and crop ripening
  - 105.6.24  Hot work operations

# Amendments to the 2015 I.F.C.

- Recommended by North Central Council of Governments

- Existing 2009 IFC Amendments

# Fire Sprinkler Requirements

- Maintain the current level of 5000 SF
- All Group R Occupancies. (Residential)
  - Exception 1 and 2 family dwellings less  than 5000 SF

# Buildings over 5000 SF

- 903.2.11.9 Buildings Over 5,000 square feet. An automatic sprinkler system shall be installed thorough all buildings with a fire area of 5,000 square feet and greater and in all existing buildings that are enlarged to be 5,000 square feet or greater. For the purpose of this provision, fire walls, fire barriers. Or horizontal assemblies shall not define separate buildings.

# Existing R-1 and R-2 Occupancies

- 903.2.8.5 Existing R-1 and R-2 Occupancies:

  In R-1 and R-2 occupancies where a fire has occurred and displaces occupants of 50% or more units one or more occupants, the affected building shall be fire-sprinkled prior to re-occupancy of the building.

# Sprinkler Protection in Residential Occupancies

- 903.3.1.3 Attics. Sprinkler systems installed in accordance with NFPA 13R shall include sprinkler protection in combustible attics of buildings two (2) or more stories in height.

- 903.3.1.3.1 Garages. When fire sprinkler systems are required, garages with living spaces above shall have fire sprinkler protection.

# Significant Changes to the 2015 IFC

- Section 403 - Emergency Preparedness Requirements has been extensively revised and the content updated.
- Section 605.11 – Adds requirements for Solar Photovoltaic power systems.
- Section 903.3.1.1.2 – Bathrooms Exempt from Sprinkler Requirements.
- Section 903.3.1.2 – NFPA 13R Sprinkler Systems, added 60 feet as a maximum.

# Significant Changes Continued

- Section 907.2.3 - Group E Fire Alarm Systems - Emergency voice/alarm communication system required for occupancies greater than 100.
- Section 915 - Carbon Monoxide Detection now required in Group I-1, I-2, I-4, R occupancies and in Group E classrooms under certain conditions.

# 2015 International Energy Conservation Code

- § 388.003 Health and Safety Code empowers the State Energy Conservation Office (SECO) to determine if energy conservation codes meet a minimum standard as set forth in State Law.
  - Through the Energy Systems Lab at Texas A&M University they have determined that the 2015 codes with minor amendments meet this requirement.
- All of the proposed amendments are recommended by NCTCOG and meet the minimum standard for both residential and commercial.
- Due to State law we cannot do much with these.
- State law adopted new provisions for residential construction.

# 2015 International Residential Code (IRC)

- §214.212 of LGC adopts the IRC as the residential building code in the State.
  - It also allows for adoption of newer editions of the code and local amendments.
  - Exempts the electrical standards in the IRC and refers to NEC.
- The City of Garland is currently under the 2009 IBC with local amendments.
  - Reviewed and adopted by City Council in December of 2011.
- Most of proposed amendments are recommended by NCTCOG or were previous amendment that are carried over from previous adoptions.
  - No significant changes – except in Energy provisions by State Law.

# Plumbing and Mechanical Provisions IRC

- § 316.1 (e) of the Texas State Board of Plumbing Examiners Board Rules requires cities with a population over 5000 to adopt the Plumbing and Fuel Gas provisions of the IRC if they adopt the International Plumbing Code.
- NCTCOG recommends that cities adopt the IRC to promote uniformity in the region, (with regional amendments.)
- The City of Garland is currently under the 2009 IRC with local amendments.
  - Reviewed and adopted by City Council in December of 2011.
- Most of proposed amendments are recommended by NCTCOG or were previous amendment that are carried over from previous adoptions.

# Highlighted changes to the IRC.

- Things exempt from a permit:
  - Playhouses & tool sheds less than 20 sqft.
  - Retaining walls less than 4 feet high.
  - Floor coverings and wall coverings.
  - Pool and ponds less than 24 inches deep.
  - Swing sets & playground equipment.
  - Uncovered wood decks 30 inches or less in height.
  - Minor foundation repair and minor roof repair of less than $2000.
  - Window awnings less than 3 feet from property line.
- Roofing contractors must be registered with City and provide insurance.
  - Council adopted these regulations following tornado in December.

# 2014 National Electrical Code (NEC)

- § 214.214 LGC adopts the National Electrical Code as the electrical code for the State.
- § 73.100 of the Electricians Administrative Rules from TDLR establishes 2014 NEC as the minimum standard for electrical installations.
- The City of Garland is currently under the 2008 NEC with local amendments.
  - Reviewed and adopted by City Council in December of 2011.
- Most of proposed amendments are recommended by NCTCOG or were previous amendment that are carried over from previous adoptions.
  - Largest portion of the amendments are for administrative rules.

# 2015 International Plumbing Code (IPC)

- § 316.1 (e) of the Texas State Board of Plumbing Examiners Board Rules requires cities with a population over 5000 to adopt the International Plumbing Code or the Uniform Plumbing Code.
- NCTCOG recommends that cities adopt the International Plumbing Code to promote uniformity in the region, (with regional amendments.)
- The City of Garland is currently under the 2009 IPC with local amendments.
  - Reviewed and adopted by City Council in December of 2011.
- Most of proposed amendments are recommended by NCTCOG or were previous amendment that are carried over from previous adoptions.
- No significant changes in base code.

# 2015 International Mechanical Code (IMC)

- There are no State laws that impact the adoption of a mechanical code.
- The City of Garland is currently under the 2009 IMC with local amendments.
  - Reviewed and adopted by City Council in December of 2011.
- Most of proposed amendments are recommended by NCTCOG or were previous amendment that are carried over from previous adoptions.
- No significant changes in base code.

# 2015 International Fuel Gas Code (IFGC)

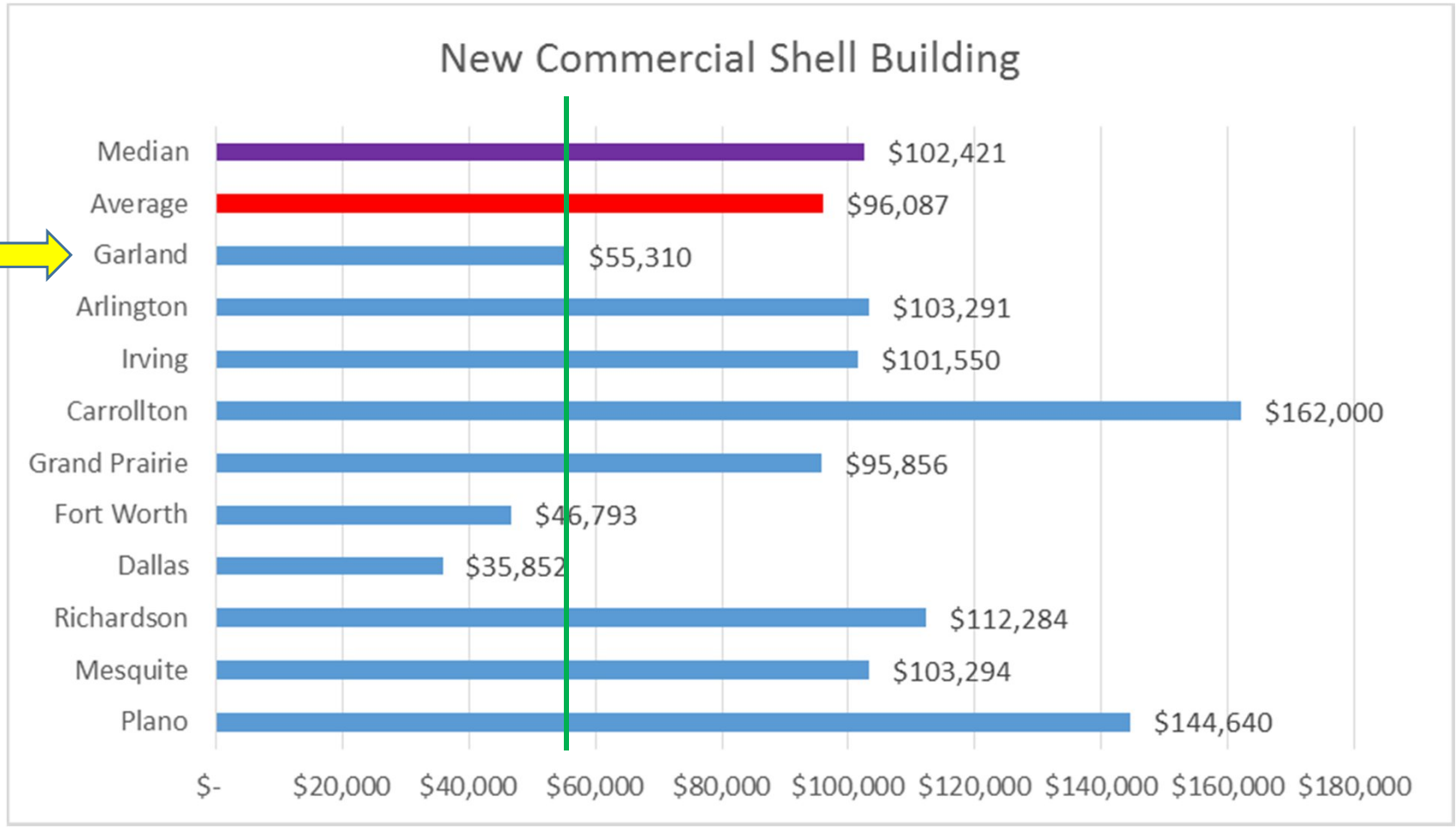
- § 316.1 (e) of the Texas State Board of Plumbing Examiners Board Rules requires cities with a population over 5000 to adopt the International Fuel Gas Code if they adopt the International Plumbing Code.
- NCTCOG recommends that cities adopt the International Fuel Gas Code to promote uniformity in the region, (with regional amendments.)
- The City of Garland is currently under the 2009 IFGC with local amendments.
  - Reviewed and adopted by City Council in December of 2011.
- Most of proposed amendments are recommended by NCTCOG or were previous amendment that are carried over from previous adoptions.
- No significant changes in base code.

# 2015 International Property Maintenance Code

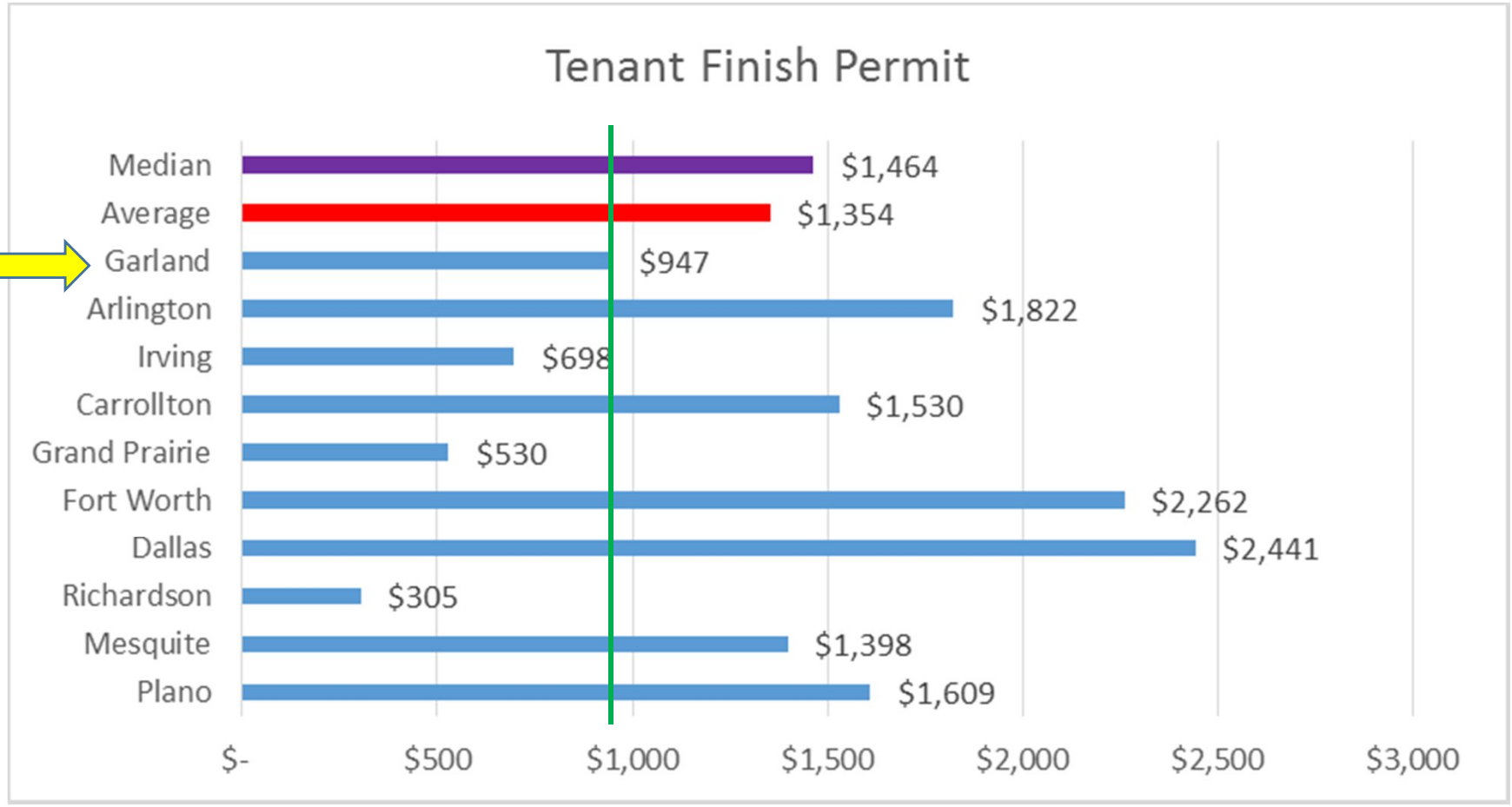
- Originally 2009 IPMC was adopted in December of 2011 to address maintenance of commercial buildings.
- There are no proposed changes from the original adoption to the proposed adoption of the 2015 IPMC.
- The changes to Section 101.2 change the scope so that only the adopted Sections will only apply to nonresidential buildings.

# Permit Fees

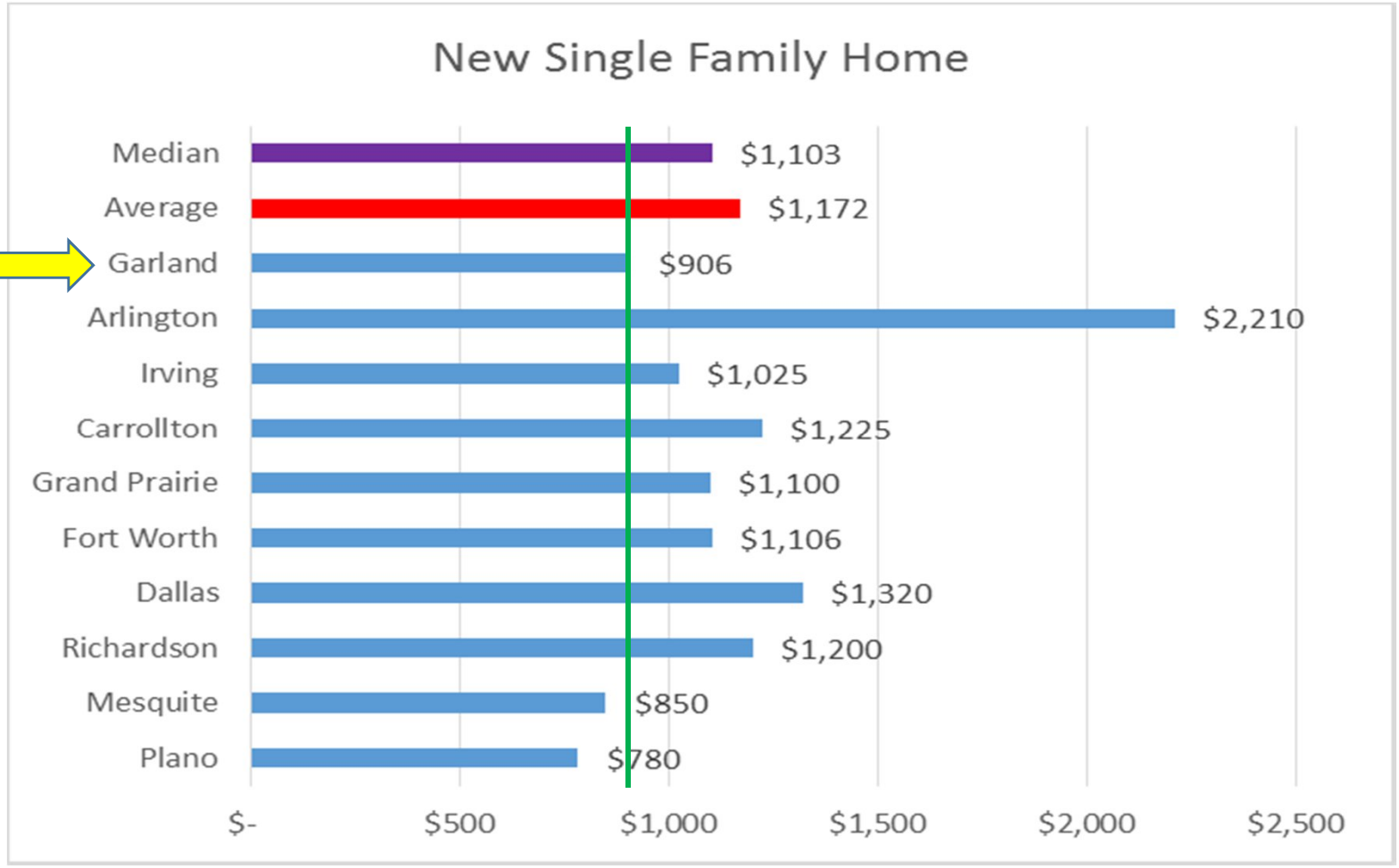
# Permit fees survey results for new commercial shell building.



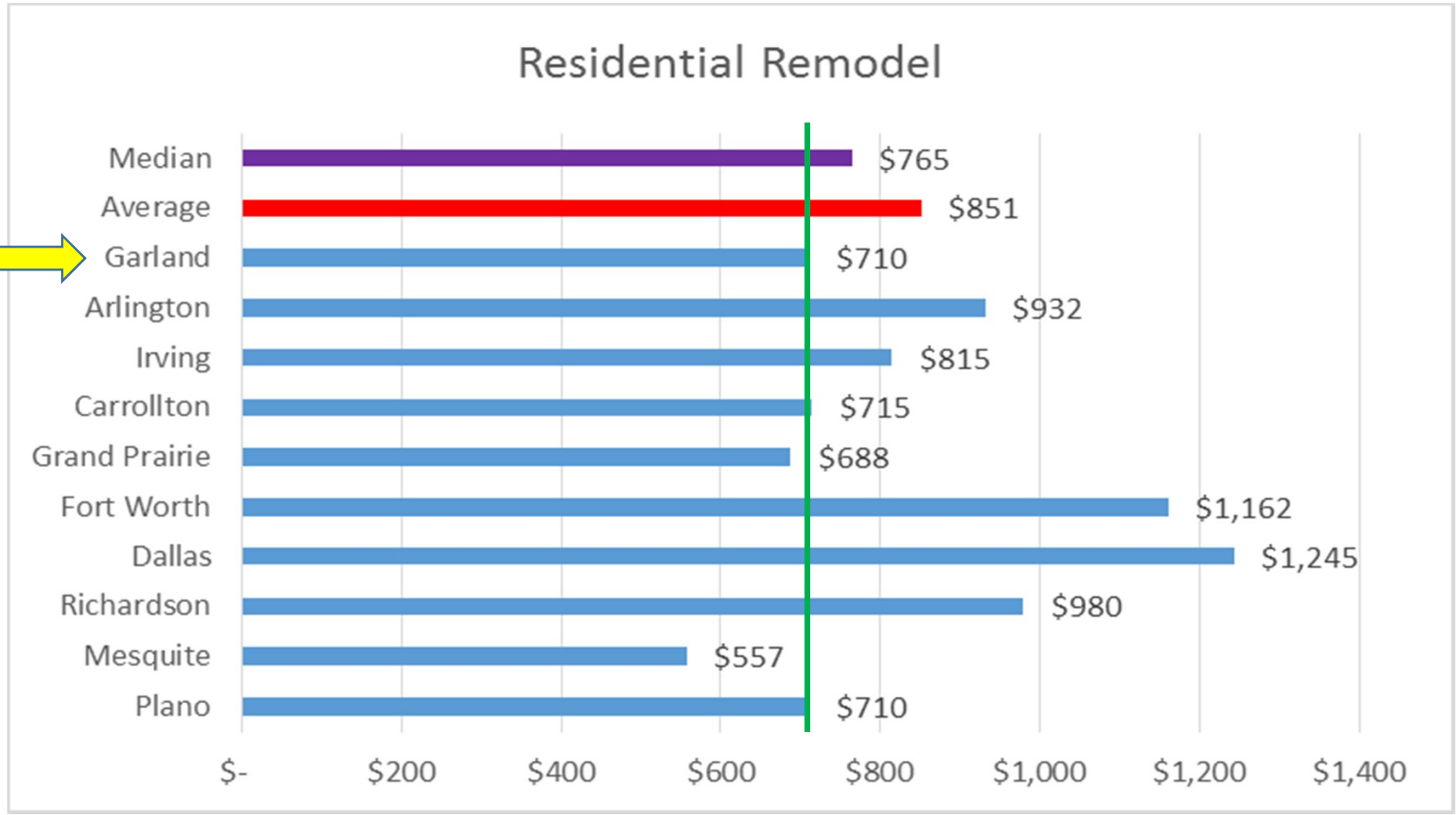
Permit fees survey results for commercial tenant finish.



# Permit fees survey results for new house.



Permit fees survey results for a house remodel project.



# Questions or Comments