

NOTICE OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, June 16, 2025
6:00 P.M.**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, June 16, 2025 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 836 2422 3891 Passcode 404853. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Alonso Blanchet, Real Life Ministries
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
 - 1. Announcements

I. Upcoming Events:

- July 1, 2025 – Battle of the Badges Blood Drive from 10 a.m. – 2 p.m. at Fire Station #1

- July 4, 2025 – July 4th Celebration & Street Fest from 6 – 9 p.m. at Business 249 behind Kroger
 - July 10, 2025 – Kaffeeklatsch (Tomball Fire Rescue and Northwest Community Health EMS) from 8:30 – 10 a.m. at Tomball Community Center
 - July 11, 2025 – Kids Club from 10 a.m. – noon at Tomball Community Center
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- F. Old Business
1. Adopt, on Second Reading, Ordinance No. 2025-08, an Ordinance Altering the Prima Facie Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, of Parts Thereof, within the Corporate Limits of The City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of this Ordinance.
- G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve Minutes of June 2, 2025, Special and Regular City Council meetings.
2. Approve request from Greater Tomball Area Chamber of Commerce for City Support and In-Kind Services for the 53rd annual Tomball Night on Market St and around downtown Tomball, on Friday, August 1, 2025.
3. Approve Resolution No. 2025-24, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 53rd annual Tomball Night on Market St and around downtown Tomball, on Friday, August 1, 2025
4. Approve a Professional Services Agreement with AIG Technical Services, LLC for Project Number 2025-10005, N. Elm Street Parking (phase II), for a total contract amount not-to-exceed \$196,801.60, approve the expenditure of funds therefor, and

authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.

5. Approve a professional services agreement with Goodwin-Lasiter-Strong for professional engineering services related to the FEMA Hazard Mitigation Grant Program for an amount not-to-exceed \$106,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the FEMA Hazard Mitigation Grant Program, if received.
6. Approve an amendment to the Professional Services Agreement with Webber Waterworks, LLC for Project Number 2023-10003, South Wastewater Treatment Plant Expansion project, for a total amount of \$49,278,265.74 (total contract not-to-exceed amount \$58,582,595.95), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure is included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
7. Approve a contract with Capital Underground Utilities, LLC for Project Number 2025-10003, Oak & Clayton Water Line, for a total contract amount not-to-exceed \$250,803 (Bid No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.
8. Consideration to approve Resolution 2025-22, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District Improvement Area Three (IA#3); Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.
9. Adopt On First And Final Reading, Ordinance No. 2025-21, An Ordinance Authorizing The Issuance And Sale Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2025; Levying A Tax And Providing For The Security And Payment Thereof; And Enacting Other Provisions Relating Thereto.

H. New Business

1. Authorize the City Manager to execute the necessary documents for a grant application through the Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response (SAFER), in the amount not to exceed

\$460,000 annually for 3 years, to support four person staffing of Firehouse 2 and Firehouse 5.

2. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

Sec. 551.076 – Deliberation regarding the implementation of security personnel – Police Department

I. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 13th day of June 2025 by 5:00 P.M., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Thomas Harris III, TRMC
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1019 for further information.

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 16, 2025

Topic: Announcements of upcoming events

Upcoming Events:

- July 1, 2025 – Battle of the Badges Blood Drive from 10 a.m. – 2 p.m. at Fire Station #1
- July 4, 2025 – July 4th Celebration & Street Fest from 6 – 9 p.m. at Business 249 behind Kroger
- July 10, 2025 – Kaffeeklatsch (Tomball Fire Rescue and Northwest Community Health EMS) from 8:30 – 10 a.m. at Tomball Community Center
- July 11, 2025 – Kids Club from 10 a.m. – noon at Tomball Community Center

Background:

Origination: Marketing Department

Recommendation:

Party(ies) responsible for placing this item on agenda:

Chrislord Templonuevo, Marketing
Director

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____	Approved by _____
Staff Member _____	City Manager _____
Date _____	Date _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2025-08, an Ordinance Altering the Prima Facie Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, of Parts Thereof, within the Corporate Limits of The City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of this Ordinance.

Background:

Staff was notified by the Texas Department of Transportation on May 12, 2025 that an updated Speed Zone Study had been completed along FM 2920 within the city limits. Based on the traffic study, it is recommended to revise the speed zone as follows along certain sections of FM 2920:

Along FM 2920 from the east city limit of the City of Tomball to the Chestnut Road a distance of approximately 0.957 mile, the speed limit shall be 35 MPH.

Along FM 2920 a school zone, from Howard Road to the point of 390 feet west of east city limit of the City of Tomball, a distance of approximately 0.800 mile, the speed limit shall be 20 MPH WHEN FLASHING.

Once adopted, staff anticipate the new speed limits to be posted within 30 days of notification to the Texas Department of Transportation of approval.

Origination: Project Management

Recommendation:

Staff recommends approving Ordinance 2025-08, altering the prima facie speed limit along FM 2920 as requested by the Texas Department of Transportation.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2025-08

AN ORDINANCE ALTERING THE *PRIMA FACIE* SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TOMBALL AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE IN AN AMOUNT NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR THE VIOLATION OF THIS ORDINANCE.

* * * * *

WHEREAS, §545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation that any *prima facie* speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe *prima facie* speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following *prima facie* speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along FM 290 from the east city limit of the City of Tomball to the Chestnut Road a distance of approximately 0.957 miles, the speed limit shall be 35 MPH.

Along FM 2920 a school zone, from Howard Road to the point of 390 feet west of east city limit of the City of Tomball, a distance of approximately 0.800 mile, the speed limit shall be 20 MPH WHEN FLASHING.

Section 2. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in any sum not more than Two Hundred Dollars (\$200.00).

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 2ND DAY OF JUNE 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 16TH DAY OF JUNE 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Thomas Harris III, City Secretary
City of Tomball



P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

May 12, 2025

The Honorable Lori Klein Quinn
Mayor, City of Tomball
401 Market Street
Tomball, Texas 77375-4697

**RE: Request for City Speed Zone Ordinance
FM 2920
Harris County
Control Section: 2941-02**

Dear Mayor Quinn:

Our office has completed a Speed Zone Study along FM 2920 within the City of Tomball. Attached you will find Speed Zone Strip Maps numbered 5821 A and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 2920.

If you concur with the recommended speed zone, please furnish this office with a copy of your executed ordinance.

Should you have any questions, please contact Gaurang Pandit at (713) 802-5856 or Roberto Lewis (713) 802-5046.

Sincerely,

DocuSigned by:
Melody Galland
A867165730A3459...

Melody I. Galland, P.E.
Interim Director of Transportation Operations
Houston District

Attachments


CC: Tracy Garcia, City Secretary, City of Tomball
Gaurang S. Pandit, P.E., Transportation Engineer Supervisor, HOU, TxDOT
Phillip B. Garlin P.E., Area Engineer, North Harris Office, HOU, TxDOT
Roberto V. Lewis, MBA, Transportation Specialist, HOU, TxDOT
Igor Ginzburg, Transportation Engineer Specialist, HOU, TxDOT

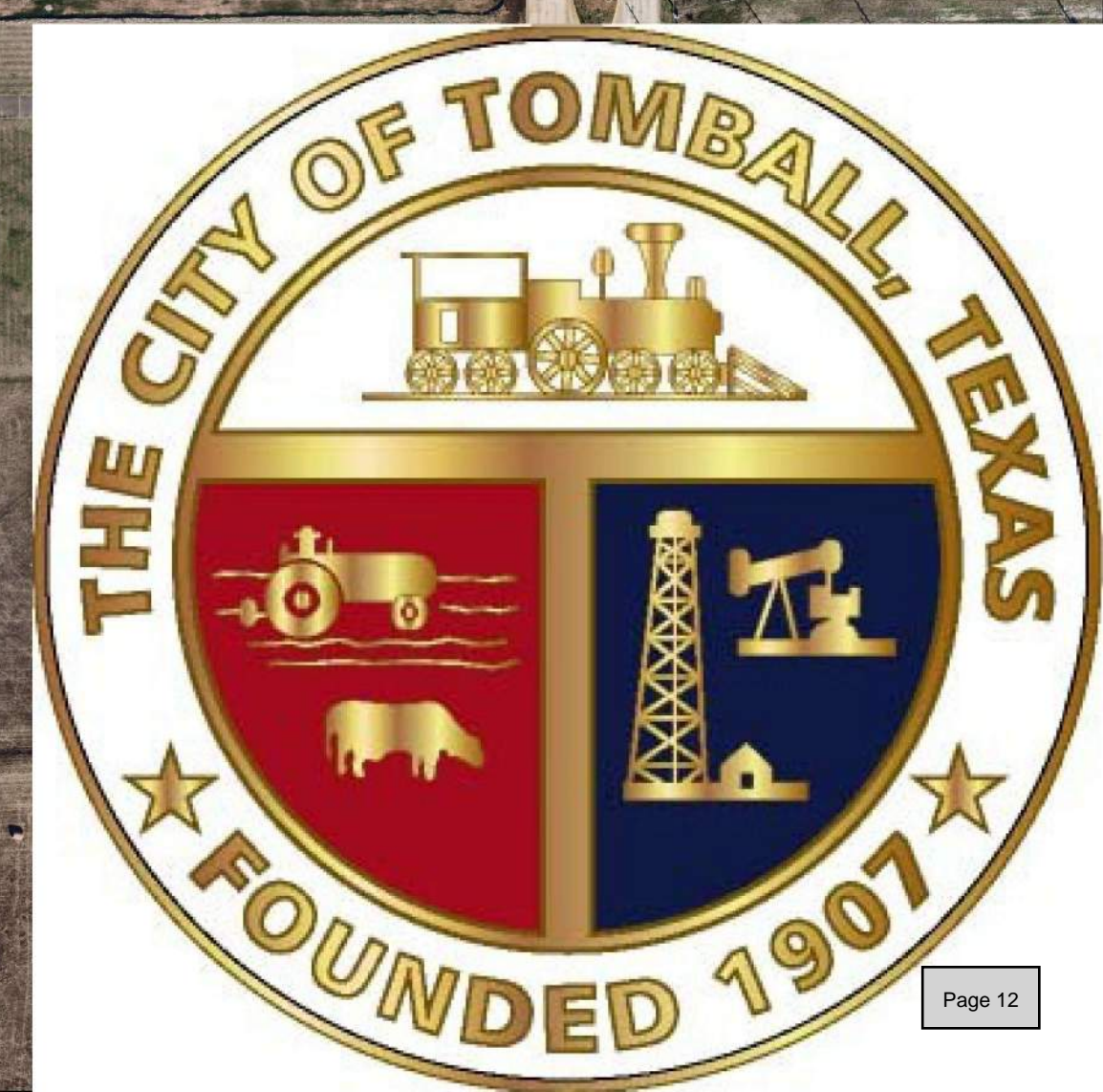
EXISTING



SPEED
LIMIT
30

SPEED
LIMIT
45


SCHOOL
SPEED
LIMIT
20
WHEN
FLASHING



PROPOSED

SPEED
LIMIT
35

SCHOOL
SPEED
LIMIT
20
WHEN
FLASHING

FM 2978

FM 2920

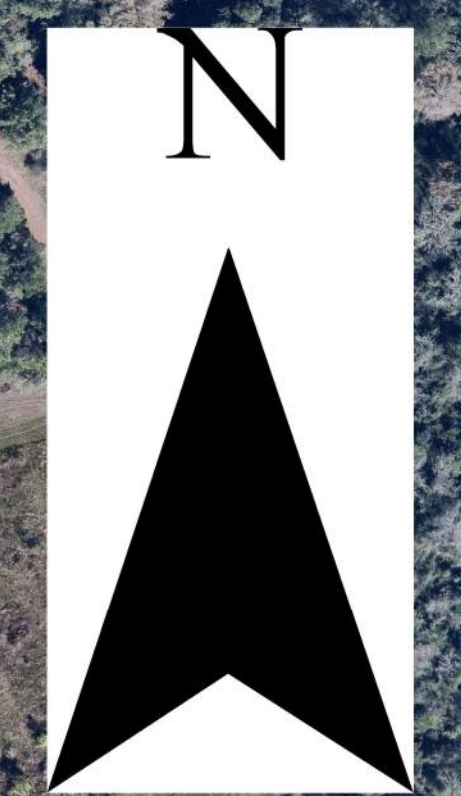
Snook Ln

Timkin Rd

N Willow St

N Howard St

S Chestnut St



City Council Meeting Agenda Item Data Sheet

Meeting Date: June 16, 2025

Topic:

Approve Minutes of June 2, 2025, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda:

Shannon Bennett, Assistant City
Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____

To # _____
account _____

Signed _____

Staff Member

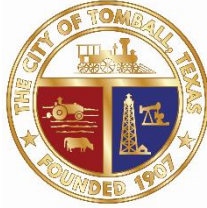
Date _____

Approved by _____

City Manager

Date _____

MINUTES OF SPECIAL CITY COUNCIL MEETING - WORKSHOP CITY OF TOMBALL, TEXAS



**Monday, June 02, 2025
5:00 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 02, 2025, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

A. Mayor L. Klein Quinn called the meeting to order at 5:00 P.M.

PRESENT:

Mayor Lori Klein Quinn
Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

CITY STAFF PRESENT:

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney – Loren Smith
City Secretary – Thomas Harris III
Assistant City Secretary – Shannon Bennett
Director of Special Projects – Luisa Taylor
Records Specialist – Dayjah Whyte
Community Development Director – Craig Meyers
Police Chief – Jeff Bert
Assistant Fire Chief – Jeff Cook
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Interim I.T. Director – Ben Lato
Summer Intern - Ki Provencher
Police Officer – Juan Rodriguez

B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

No comments were received.

C. General Discussion

1. Presentation and discussion by Freese and Nichols, Inc. regarding the Unified Development Code.

Community Development Director Craig Meyers presented a presentation and led a discussion with Council regarding the Unified Development Code.

D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)

1. No discussion was held by the Council – Consideration to approve Resolution 2025-22, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District Improvement Area Three (IA#3); Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.
2. No discussion was held by the Council – Approve a professional services agreement with Goodwin-Lasiter-Strong for professional engineering services related to the FEMA Hazard Mitigation Grant Program for an amount not-to-exceed \$106,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the FEMA Hazard Mitigation Grant Program, if received.
3. No discussion was held by the Council – Approve a contract with Capital Underground Utilities, LLC for Project Number 2025-10003, Oak & Clayton Water Line, for a total contract amount not-to-exceed \$250,803 (Bid No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.
4. No discussion was held by the Council – Approve an amendment to the Professional Services Agreement with Webber Waterworks, LLC for Project Number 2023-10003, South Wastewater Treatment Plant Expansion project, for a total amount of \$49,278,265.74 (total contract not-to-exceed amount \$58,582,595.95), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure is included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

5. No discussion was held by the Council – Adopt on First and Final Reading, Ordinance No. 2025-21, An Ordinance Authorizing the Issuance and Sale of the City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; Levying A Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto.
6. No discussion was held by the Council - Authorize the City Manager to execute the necessary documents for a grant application through the Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response (SAFER).
7. No discussion was held by Council - Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.
8. Community Development Director Craig Meyers presented Item D.8 for discussion - Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.
9. No discussion was held by the Council - Approve the 2025-26 City of Tomball Strategic Plan Report.

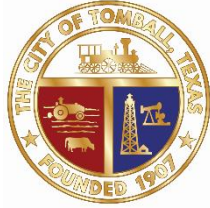
E. Mayor Lori Klein Quinn adjourned the meeting at 5:48 P.M.

PASSED AND APPROVED on the 16th day of June.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, June 02, 2025
6:00 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 02, 2025, 6:00 P.M., at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

A. Mayor L. Klein Quinn called the meeting to order at 6:01 P.M.

PRESENT:

Mayor Lori Klein Quinn
Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

CITY STAFF PRESENT:

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney – Loren Smith
City Secretary – Thomas Harris III
Assistant City Secretary – Shannon Bennett
Director of Special Projects – Luisa Taylor
Records Specialist – Dayjah Whyte
Community Development Director – Craig Meyers
Police Chief – Jeff Bert
Assistant Fire Chief – Jeff Cook
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Interim I.T. Director – Ben Lato
Summer Intern - Ki Provencher
Police Officer – Juan Rodriguez

B. Invocation - Led by Pastor Kevin Bowles, Redeemer Church

C. Pledges to U.S. and Texas Flags was led by Boy Scout Troop 1325

- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

Amanda Kelly, 19710 Rippling Brook Lane, Tomball, TX. extended an invitation to attend the Tomball Farmers Market Dunk Tank event on June 7th from 9:30 a.m. to 12:30 p.m.

E. Reports

1. Accept the Annual Comprehensive Financial Report and Compliance Report for the fiscal year ending September 30, 2024.

Matthew Rogers, Director with Weaver and Tidwell, L.L.P. presented the Annual Comprehensive Financial Report and Compliance Report.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to accept the Annual Comprehensive Financial Report and Compliance Report for the fiscal year ending September 30, 2024.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

F. Announcements

I. Upcoming Events:

- June 4, 2025 – Coffee with a Cop from 8:30 a.m. – 10 a.m. at Starbucks (14314 FM 2920) - Cancelled
- June 12, 2025 – Kaffeeklatsch (Tomball Farmers Market) from 8:30 a.m. – 10 a.m. at Tomball Community Center
- June 13, 2025 – Kids Club from 10 a.m. – noon at Tomball Depot Plaza
- July 1, 2025 – Battle of the Badges Blood Drive from 10 a.m. – 2 p.m. at Fire Station #1
- July 4, 2025 – July 4th Celebration & Street Fest from 6 p.m. – 9 p.m. at Business 249 behind Kroger

- July 10, 2025 – Kaffeeklatsch (Tomball Fire Rescue and Northwest Community Health EMS) from 8:30 a.m. – 10 a.m. at Tomball Community Center
 - July 11, 2025 – Kids Club from 10 a.m. – noon at Tomball Community Center
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- Council 1 Ford confirmed if the railroad was contacted regarding the asphalt
 - Council 3 Dunagin questioned the status of the red light at Zion and Hufsmith to Mayor Klein Quinn confirmed that it's still in discussion.
 - Council 2 Garcia questioned when the County plans to mow to which City Manager David Esquivel will confirm their mowing schedule
 - Mayor Klein Quinn, Council 4 Covington and Council 5 Parr attended Walmart's Memorial Day event
 - Mayor Klein Quinn, Council 2 Garcia and Council 4 Covington attended the Tomball Praises Together event
 - Mayor Klein Quinn attended an Eagle Scout pinning ceremony for Carson Hebert
 - Mayor Klein Quinn attended Firemen pinning ceremony
 - Mayor Klein Quinn attended the CenterPoint full scale emergency exercise regarding natural disasters
 - Mayor Klein Quinn attended Danny Nicholson's 90th birthday celebration
 - City Manager David Esquivel welcomed the new City Secretary Thomas Harris III
- G. Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve, on Second Reading, Resolution No. 2025-17-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Roll Out, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith Kohrville Rd., Ste 1A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

2. Approve, on Second Reading, Resolution No. 2025-18-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Coaches Cigar Lounge, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 414 E Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
3. Approve, on Second Reading, Resolution No. 2025-19-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Layla's Barkery, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith Kohrville Rd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$9,000.00.
4. Approve, on Second Reading, Resolution No. 2025-20-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Pegasus Properties 2, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 28310 TX-249, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$260,639.00.
5. Adopt, on Second Reading, Ordinance No. 2025-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow the land use of "Child day care center (business)" within the City of Tomball's Office (O) Zoning District. This request affects approximately 17.5392 acres of land legally described as being all of Lot 1, Block 1 of Devasco International and all of two tracts of land (3.5879 and 2.5043 acres) being portions of Outlots 172, 175, and 176 of Tomball Townsite. The property is located at 1626 South Cherry Street, within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
6. Adopt, on Second Reading, Ordinance No. 2025-18, an Ordinance of the City of Tomball, Texas, adopting the Tomball Comprehensive Plan update which provides an Executive Summary, Community Snapshot, Vision and Guiding Principles,

Future Land Use, Transportation and Mobility, Economic Development and Fiscal Resilience, Housing, Neighborhoods, and Sense of Place, Recommendations, and Implementation strategies; and providing for severability.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve the Old Business Consent Items.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

H. Old Business

1. Presentation, discussion and possible action to repeal and replace Ordinance No.1993-06 - Code of Ethics.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve Ordinance No. 2025-22,

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

I. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of May 19, 2025, Special and Regular City Council meetings.
2. Approve a Professional Services Agreement with AIG Technical Services, LLC for Project Number 2025-10015, M121W Channel Segment C, for a total contract amount not-to-exceed \$74,985, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is being proposed to be added to the Fiscal Year 2024-2025 Capital Improvement Budget to be paid from drainage impact fees.
3. Approve a professional services agreement with Langford Community Management for grant administration services related to the Texas Community Development Block Grant Community Development Fund 2025-2026 (TxCDBG CDF 2025-26) grant for an amount not-to-exceed \$75,000 (RFP 2025-07), therefor, and authorize the City Manager to execute any and all documents related to the

services. These expenditures are to be paid from grant funds received from the TxCDBG CDF 2025-26 grant program, if received.

4. Approve a contract with Industrial TX Corp. for the construction of the East Water Plant (Project No. 2023-10010), for a not-to-exceed amount of \$14,793,000 (RFP No. 2025-10), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
5. Approve Resolution 2025-21, a Resolution of the City Council of the City of Tomball, Texas, approving the Drainage Master Plan Update; and Providing an Effective Date.
6. Approve a contract with Topwater Construction Services, LLC, through a TIPS-USA contract (Contract No. 211001), for repairs to the drainage area along Zion Road, for an amount of \$38,500, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Budget.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to approve New Business Consent Agenda Items:

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

J. New Business

1. Adopt, on First Reading, Ordinance No. 2025-08, an Ordinance Altering the Prima Facie Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, of Parts Thereof, within the Corporate Limits of The City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of this Ordinance.

Motion made by Council 5 Parr, Seconded by Council 2 Garcia to approve Ordinance No. 2025-08.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

2. Authorize the City Manager to execute the necessary documents for a grant application through CenterPoint Energy Community Safety Grants, for an amount not to exceed \$2,500 for the purchase of one fellers saw and one set of fellers chaps.

Motion made by Council 3 Dunagin, Seconded by Council 2 Garcia to approve the City Manager to execute the grant application through CenterPoint Energy Community Safety Grants.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

3. Appoint an Ad-Hoc Committee for Tomball Public Improvement District No. 15, (Graylou Grove).

Motion was made by Council 5 Parr, Seconded by Council 3 Dunagin to appoint Lisa Covington and Paul Garcia to the Ad-Hoc Committee for Tomball Public Improvement District No. 15, (Graylou Grove).

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

4. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

- Executive Session Started: 6:45 P.M.
- Executive Session Ended: 7:51 P.M.

K. Mayor Lori Klein Quinn adjourned the meeting at 7:51 P.M.

PASSED AND APPROVED this 16th day of June 2025.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 17, 2025

Topic:

Approve request from Greater Tomball Area Chamber of Commerce for City Support and In-Kind Services for the 53rd annual Tomball Night on Market St and around downtown Tomball, on Friday, August 1, 2025.

Background:

The Greater Tomball Area Chamber of Commerce is requesting help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past several years. This year we are planning to add a Health and Wellness Fair to the festivities. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

GTACC is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician. Event Information:

Street closures for the following streets on Friday night only from Noon until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

We are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on the south side of Main between Cherry and Oak and at 200 S. Walnut.

We would like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO will take place from 4pm to 8pm. The Chamber's committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events.

Origination: Greater Tomball Area Chamber of Commerce

Recommendation:

To help with the efficiency and flow of the event, I am in favor of recommending this request for In-Kind Support.

Party(ies) responsible for placing this item on agenda:

Chrislord Templonuevo, Director of
Marketing

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____

If yes, specify Account Number: #

If no, funds will be transferred from account #

To account #

Signed

Staff Member

Date

Approved by

City Manager

Date



June 5, 2025

City of Tomball
401 Market Street
Tomball, Texas 77375

RE: Tomball Night Street Closures, Electricity and Community Center Usage

Dear David,

We are anticipating a fabulous 53rd Annual **Tomball Night**, Friday, August 1, 2025 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past several years. This year we are planning to add a Health and Wellness Fair to the festivities. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

The Greater Tomball Area Chamber of Commerce is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician.

To insure the safety of the many visitors that will be in Tomball on Friday, August 1, 2025 and the multiple number of vendors we are expecting, we are asking for street closures for the following streets on Friday night only from

12:00 p.m. until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

Enclosed is a map for your review. We are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on south side of Main between Cherry and Oak and at 200 S. Walnut.

Finally, we would like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO would take place from 4pm to 8pm. The Chamber’s committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events. Any proceeds received from the Health & Wellness EXPO will go to the Chamber to continue its mission.

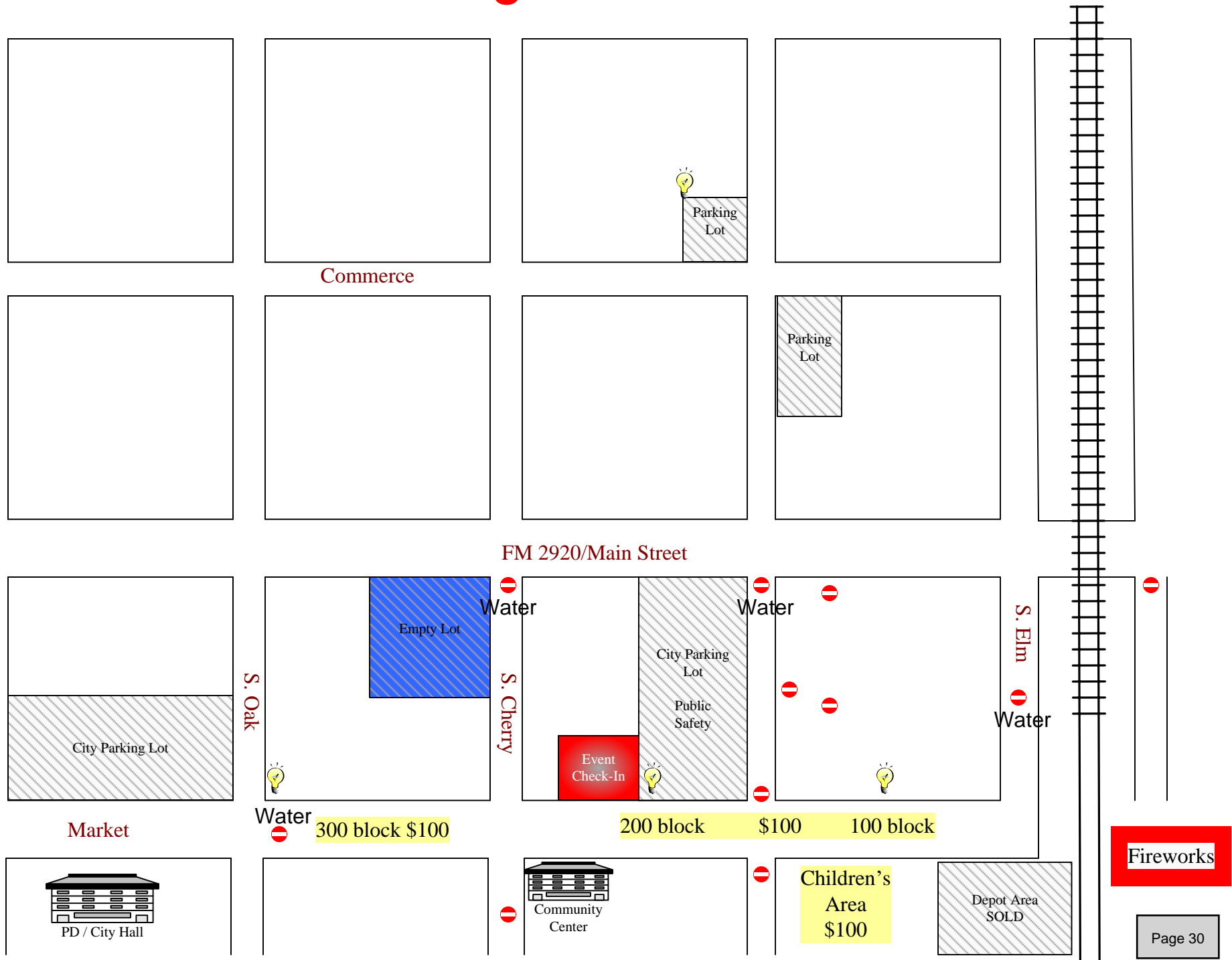
We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruce Hillegeist', with a stylized flourish at the end.

Bruce Hillegeist
President

Tomball Night Downtown





THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 5, 2025

City of Tomball
401 MARKET ST
TOMBALL TX 77375

Account Information:

Policy Holder Details :	GREATER TOMBALL AREA CHAMBE OF COMMERCE
-------------------------	--



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TWFG INSURANCE SERVICES LLC 61615616 30310 TOMBALL PARKWAY TOMBALL TX 77375	CONTACT NAME:	
	PHONE (832) 559-1595 (A/C, No, Ext):	FAX (832) 559-5518 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Lloyd's Insurance Company	
INSURED GREATER TOMBALL AREA CHAMBE OF COMMERCE 292201 QUINN STEB TOMBALL TX 77375	NAIC# 38253	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	X		61 SBA BK0568	12/20/2024	12/20/2025	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000	
A	AUTOMOBILE LIABILITY			61 SBA BK0568	12/20/2024	12/20/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO						BODILY INJURY (Per person)		
	ALL OWNED AUTOS						SCHEDULED AUTOS	BODILY INJURY (Per accident)	
	HIRED AUTOS						NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	
	<input checked="" type="checkbox"/> AUTOS						<input checked="" type="checkbox"/> AUTOS		
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE		
	DED <input type="checkbox"/> RETENTION \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		
A	EMPLOYMENT PRACTICES LIABILITY			61 SBA BK0568	12/20/2024	12/20/2025	Each Claim Limit	\$5,000	
							Aggregate Limit	\$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Tomball
401 MARKET ST
TOMBALL TX 77375

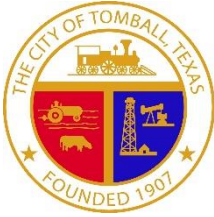
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



SPECIAL EVENT GUIDELINES & APPLICATION

CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the City of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the City of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the City of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Marketing & Tourism Manager

401 Market Street

Tomball, Texas 77375

281-290-1035 | Email – ctemplonuevo@tomballtx.gov



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | 281-351-5484

An application to stage an event within the City of Tomball shall be filed with the Marketing & Tourism Manager at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council.

Date: 06/05/2025 Is this event Co-City sponsored? Yes X No

Request for permission to use a public venue for the following type of event (please check one):

Festival X Community Event Arts & Crafts Event Music Event Other (specify)

1. Event title: Tomball Night

2. Sponsoring entity: Greater Tomball Area Chamber of Commerce

3. Is this organization based in Tomball: Yes X No We are a 501 (c) (6)

4. Is this organization *non-profit* X or *for-profit* *Attach 501 (c) (3) tax exemption if applicable

5. Contact: Brandy Beyer Phone: 281.351.7222

6. Contact address: 29201 Quinn Road, Suite B, Tomball, TX 77375

7. Contact email: bbeyer@tomballchamber.org

8. Event date: August 1, 2025

9. Event times: Start 5pm Finish 10:30pm Set-up Noon Breakdown 11:30

10. Is this event for charity? Yes X No

11. If yes, what charity? Greater Tomball Area Chamber of Commerce Tax ID 74-1495125

12. If yes, what percentage of net proceeds will be donated to the charity? 100%

13. On-site contact: Brandy Beyer Mobile #: 713.594.3449

14. Estimated number of attendees: 10,000

15. Detailed site map in attached: Yes X No

16. Is this event open to the public: Yes X No

17. Admission fee: \$ Free X

18. Time at which event staff will begin to arrive: 8am

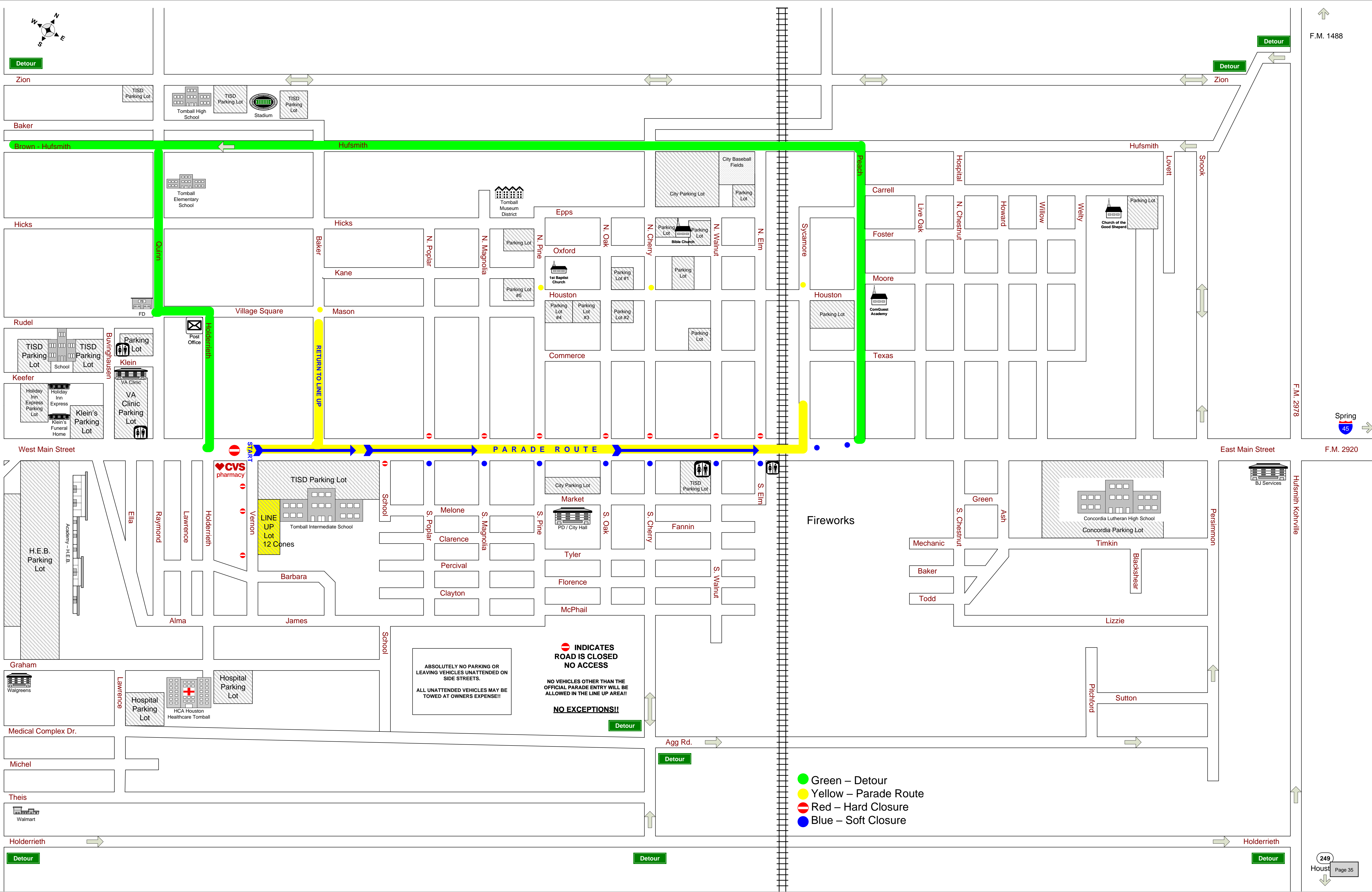
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial BB

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial BB

21. Name of insurance carrier: Higginbotham Insurance Agency

Signature: Brandy Beyer

FOR OFFICIAL USE - Fee required: Yes No Amount Due: \$



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Approve Resolution No. 2025-24, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 53rd annual Tomball Night on Market St and around downtown Tomball, on Friday, August 1, 2025

Background:

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 53rd Annual Tomball Night and Parade, to be held on Friday, August 1, 2025. The estimated number of attendees is 10,000 visitors.

GTACC is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician. Event Information:

Street closures for the following streets on Friday night only from Noon until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

We are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on south side of Main between Cherry and Oak and at 200 S. Walnut.

We would like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO would take place from 4pm to 8pm. The Chamber’s committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events. Any proceeds received from the Health and Wellness EXPO will go to the Chamber to continue its mission.

This project aligns with the City's Strategic Plan goals of building our economy through partnerships with tourism and marketing organizations, such as the GTACC.

Origination: David Esquivel, City Manager

Recommendation: N/A

Party(ies) responsible for placing this item on agenda:

Chrislord Templonuevo, Director of Marketing

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member Date City Manager Date

RESOLUTION NO. 2025-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,
SUPPORTING THE 53RD ANNUAL TOMBALL NIGHT EVENT PARADE, TO BE HELD
IN TOMBALL ON FRIDAY, AUGUST 1, 2025.**

* * * * *

WHEREAS the Greater Tomball Area Chamber of Commerce will present the 53rd *Annual Tomball Night* event on Friday, August 1, 2025, beginning at 5:00 P.M., including a Health and Wellness Expo and “cool Zone” in the Tomball Community Center, and ending with a night parade and fireworks display under the direction of Illumination Fireworks’ highly trained and licensed pyrotechnicians; and

WHEREAS *Tomball Night* is a unique way to showcase Tomball’s many attractions and an opportune time to encourage citizens to shop Tomball throughout the rest of the year; and

WHEREAS *Tomball Night* has become Tomball’s biggest shopping night, drawing shoppers from surrounding areas including Magnolia, Spring, Houston, and The Woodlands to enjoy the sales, discounts, and other great values and many planned activities sponsored by Tomball’s retail community; and

WHEREAS *Tomball Night* includes many cash and merchandise prizes from participating Tomball businesses for *Tomball Night* shoppers; and

*from 12:00 P.M. until 11:00 P.M., the 100, 200 and 300 blocks of Market Street and the 100 block of South Elm Street; and

*from 12:00 P.M. until 11:00 P.M., South Walnut Street, between Market and Main Steet, and Sycamore Street, from Main Street South; and

WHEREAS the Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Illumination Fireworks, and use of electricity on Walnut Street by the Depot, the 100 and 200 blocks of Market Street, the ally on the south side of Main Street between Cherry and Oak Streets, and at 200 South Walnut; and

WHEREAS the Chamber also requests the use of the Tomball Community Center, both as a “Cool Zone” to offset some of the heat-related issues of past years and for the annual Health and Wellness Expo, to be held from 4:00 P.M. to 8:00 P.M., and requests waiver of the rental fee.

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the 53rd *Annual Tomball Night* event as described above and pledges to encourage this effort to showcase Tomball.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 16TH DAY OF JUNE 2025.

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

THOMAS HARRIS III, City Secretary
City of Tomball

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Approve a Professional Services Agreement with AIG Technical Services, LLC for Project Number 2025-10005, N. Elm Street Parking (phase II), for a total contract amount not-to-exceed \$196,801.60, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.

Background:

Included in the City's five-year Capital Improvement Plan is Phase II of the N. Elm Street public parking lot, north of Houston Street, between North Elm Street and BNSF Railroad. Phase II is identified as an off-street parking lot consisting of approximately 96 parking stalls with detention to mitigate flooding issues, lighting, landscaping and irrigation, sidewalk, and other related components necessary for engineering and construction of the proposed improvements. As part of the Phase II design and construction, the curve along N. Elm Street will be adjusted to meet general roadway design geometric criteria with the implementation of curb and gutter.

The professional services agreement with AIG included a scope of work to complete the design, bidding, construction support services, geotechnical services, material testing, and topographical and boundary survey, for a not-to-exceed amount of \$196,801.60.

The project was approved in the FY 2025-2029 Capital Improvement budget and was allocated funding from the 2023 Certificate of Obligation issuance that was approved at the December 4, 2023 City Council meeting.

N. Elm Street Parking Lot (Phase II)		
Project Element	Total Contract	Remaining Contract Amount
Engineering – AIG	\$196,801.60	N/A
Estimated Construction*	\$685,673	N/A
Project Budget \$885,475	Total Contracts & Estimates \$885,475	Remaining Funding \$885,475

*Construction is an estimate only – OPCC will be completed as part of the design

Origination: Project Management

Recommendation:

Staff recommends approving a Professional Services Agreement with AIG Technical Services, LLC for the design of the N. Elm Street Parking Lot (Phase II) for a total contract amount not-to-exceed \$196,801.60.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #400-154-6409 (259)

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Drew Huffman</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10005
CITY OF TOMBALL
NORTH ELM STREET PARKING PHASE 2**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT made on the _____ day of _____, 2025 entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and AIG Technical Services, LLC ("Engineer").

WITNESSETH:

WHEREAS, the City desires to construct public parking facilities along North Elm Street from Houston Street to West Hufsmith Rd, (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning, engineering, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering, land surveying, and landscape architecture;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City or make representations or commitments

on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is an estimated 120 calendar day duration beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated, and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed **\$196,801.60** including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

AIG Technical Services, LLC
1500 S Dairy Ashford Suite 445
Houston, Texas 77077
Attn: Kyle A. Bertrand, P.E., Assoc. Vice President

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attention: Project Manager
501 James Street
Tomball, Texas 77375

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Contractor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the Assistant City Manager of said City and attested by the City Secretary and AIG Tech, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2025

ENGINEER:
AIG Technical Services, LLC

By: _____

Name: Kyle A. Bertrand, PE

Title: Associate Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, PE, City Manager

ATTEST:

City Secretary

ATTACHMENT “A”

SCOPE OF SERVICES ENGINEERING & PLANNING PROJECT NO. 2025-10005 CITY OF TOMBALL NORTH ELM STREET PARKING PHASE 2

PART A – SCOPE OF SERVICES

DESCRIPTION OF PROJECT

The proposed project by the City of Tomball includes Phase 2 of the North Elm Street Public Parking Lot, north of Houston Street, between North Elm Street and the BNSF Railroad. Phase 2 is identified as an off-street parking lot consisting of approximately 96 parking stalls. Detention will be required to mitigate increases in impervious cover and may consist of a combination of on-site, underground detention and/or in-line detention along Future North Elm Street. Phase 3 parking, shown as on-street stalls along North Elm Street south of W. Hufsmith Road, includes approximately 95 parking stalls and is excluded from this scope of services as described herein. As part of the Phase 2 project, the reverse curve along N. Elm Street will be adjusted to meet general roadway design geometric criteria with the implementation of curb and gutter.

As part of the new parking lot, the project will include design of lighting, landscaping and irrigation, drainage design, sidewalk, concrete curb & gutter, and other related components necessary for engineering and construction of the proposed improvements. A schematic of the existing Phase 1, proposed Phase 2, and future Phase 3 N. Elm Street parking lot is included in Attachment C.

The general scope of consultant services required for the project include providing professional engineering services for the production of construction documents suitable for public bidding and construction of the proposed improvements. Dependent on final project limits, coordination, plan review & approval, and permitting may be required from Harris County Engineering Department and/or Harris County Flood Control District. It is assumed for the purpose of this scope of service that all work included herein shall be included in a single bid package for construction and construction phase services.

REFERENCE STANDARDS AND CRITERIA

- City of Tomball Minimum Standards for Stormwater Drainage Design”, hereinafter referred to as “City Drainage Manual”, latest edition
- Americans with Disability Act (ADA) and Texas Accessibility Standards (TAS) requirements for pedestrian facilities
- Harris County Design Guidelines, Standard Details, and Specifications for all work within the applicable right-of-way
- Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure 2023 (or latest edition)
- Harris County Flood Control District Policy Criteria & Procedure Manual 2019 (or latest edition), Standard Details, and Specifications for all work within the applicable right-of-way

A. GENERAL SERVICES (AIG TECH)

The Engineer shall reference the City's Project Title and City's Project File Numbers on all correspondence and submittals.

The Engineer shall manage the efforts of the project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.

The Engineer shall prepare for and attend periodic meetings necessary to review the progress of the engineering effort, or to address other issues which may arise. The Public Works Director ("Director") shall initiate meetings that include the Engineer and their subconsultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within 3 working days after each meeting.

The Engineer shall notify the Director immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.

The Engineer shall submit invoices on City's standard form, if provided, to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.

Upon request, the Engineer shall provide the City with a copy of the AIG Technical Services, LLC Quality Control/Quality Assurance (QC/QA) Plan and provide documentation of plan conformance through the project duration.

B. ENGINEERING DESIGN AND BIDDING SERVICES

The Engineer shall prepare necessary engineering plans, specifications and engineer's opinion of probable construction costs, necessary for bidding and construction of the proposed parking lot and drainage improvements described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Tomball guidelines, standard details, documentation, and procedures for public infrastructure.

If required, the Engineer shall assist City with required signatures from other governmental agencies, public utilities, and private utilities necessary for approval and construction permitting of the proposed project.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

30% Milestone – Preliminary Design

The Engineer shall meet with the City following completion of 30% design for the project. The design shall include schematic plan views of the proposed parking/drainage improvements.

The Preliminary Design will include a summary of anticipated issues, constraints, and estimate(s) of probable construction cost for the plans provided. It is anticipated the City will review and provide comments prior to proceeding to the final design stage of the project.

The Engineer shall meet with Texas Department of Transportation, Harris County Precinct 3, Harris County Flood Control District, BNSF Railroad, and other Authorities having jurisdiction as needed to coordinate adjacent roadway and drainage improvement projects.

90% Milestone – Final Design (Drawings)

At the 90% milestone, the Engineer shall submit three (3) full size paper sets and one (1) PDF electronic copy of the following:

- Construction Drawings included all necessary plans sheets and details
- Draft Project Manual including as a minimum:
 - Table of Contents
 - Bid Form (00410, Parts A&B)
 - Summary of Work
 - Technical Specifications (standard specifications incorporated by reference and all supplemental and non-standard technical specifications identified)
- Detailed estimate of probable construction cost
- As necessary, Construction Sequencing and TCP plans and details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD), City of Tomball, and/or Harris County Engineering Department requirements.
- Storm water pollution prevention plan (SWPPP) and details for construction activities in accordance with City and/or other jurisdictional guidelines.

Final Drawings and Specifications (100% Construction Documents)

After receiving, reviewing, and addressing comments on the 90% Milestone submission, the Engineer shall submit three (3) full size paper copies and one (1) PDF electronic copy of the documents and supporting paperwork upon conformation of readiness by the City. The final Construction Document submission will include:

- Construction documents, all review comments resolved, with applicable documents signed and sealed by a licensed engineer and/or surveyor.
- Sheet-by-sheet quantity take off and documentation
- Completed project manual
- Documentation and/or permits confirming other agencies’ approvals and eligibility for final construction permits.

Bidding and Award

The Engineer shall assist the City in conducting the pre-bid conference and submission of meeting minutes within three (3) working days.

The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.

The Engineer shall furnish a tabulation of bids received with a written recommendation for the award of a construction contract and submit within three (3) days after the bid opening.

C. CONSTRUCTION SUPPORT SERVICES

The Engineer, as necessary, shall make up to ten (10) site visits during times when the contractor is actively performing major construction activities on items scoped under this proposal. The site visits should be a minimum of bi-weekly after the contractor has mobilized and is working.

The Engineer shall attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide approval/disapproval recommendations to the City.

The Engineer shall provide part time project site representation and inspection of construction activities on an as-needed basis to facilitate construction of the project.

D. ADDITIONAL SERVICES

Unless otherwise authorized or modified by Supplemental Agreement, the Engineer shall perform Additional Services in accordance with the following:

Storm Water Pollution Prevention Plan (SWPPP) – AIG Tech

Prepare erosion control plan showing suggested best management practices for filtering of stormwater runoff, plan controls and standard details in accordance with TCEQ requirements, and City's standard details and specifications.

Traffic Control Plans (TCP) – AIG Tech

Construction Sequencing and TCP shall be in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), City of Tomball and/or Harris County Engineer Department requirements.

Landscape Architectural, Irrigation, Tree Protection Services – Bruno Land Design, LLC

Services are proposed to address the improvements associated with the parking lot and/or street parking proposed for the project. Landscaping, irrigation, and tree protection shall be designed in accordance with applicable City of Tomball ordinances and standards, or as directed by the Director.

The subconsultant proposal is included in Attachment D.

Street Lighting/Parking Lot Lighting & Electrical – Bruno Land Design, LLC.

Services are proposed to address the improvements associated with the parking lot and/or street parking proposed for the project. The project design team architect/engineer will prepare the project's Lighting Photometric & Electrical Plan in accordance with the City's Zoning Ordinance, and the written specifications of CenterPoint Energy. Specifically, Section 39.3.B of the Zoning Ordinance presents that to prevent nuisance situations, all parking area lighting shall be designed, shielded and operated so as not to reflect or shine on adjacent properties and in accordance with City ordinances. All streets and driveways shall be lighted at night with a minimum intensity of two foot-candles' illumination if off-street parking or loading facilities are to be used at night. It is the intent to match and continue with poles and fixtures utilized in the Phase 1 North Elm Street Parking Lot. Services will also include design and layout of perimeter fence around the proposed Phase 2 North Elm Street Parking Lots, to match fencing utilized in Phase 1 North Elm Street Parking Lot.

The subconsultant proposal is included in Attachment D.

Geotechnical Investigation - Geotest

Perform in general accordance with the City and Harris County Design Manual(s). Provide geotechnical engineering report, signed and sealed by a Professional Engineer, registered in the State of Texas. Geotechnical engineering report shall provide recommendations and materials testing, including but not limited to pavement thickness, subgrade preparation, pavement reinforcement, & joint spacing for the proposed parking lots, suitability of on-site soil for reuse, and slope stability analysis at the proposed detention pond and outfall. The geotechnical engineering report shall also include a boring location map and individual boring logs located at proposed parking lot locations, proposed detention pond location, and proposed detention pond outfall location.

Boring logs shall include City E&P Project Number, boring number, date of field work, depth to groundwater, soil and sample symbology, soil description (soil type identifications in accordance with the Unified Soil Classification System), and geotechnical analytical data. The Geotechnical Engineer shall also provide a soil type report consisting of a letter report addressing the OSHA soil types and required trench safety system to be included in the construction specifications.

The subconsultant proposal is included in Attachment E.

Material Testing during Construction - Geotest

The subconsultant proposal is included in Attachment F.

Topographical Survey and Boundary Survey – C&C Surveying

A registered professional land surveyor shall conduct a topographical survey suitable for design to record all topographic features within the anticipated limits of work, illustrated in Attachment G.

- Establish horizontal and vertical control
- Establish temporary control
- Provide investigative/topographic survey along the project limits to record all topographic features and improvements not less than 100-foot cross sections or 100-foot by 100-foot (100'x100') grid to define existing ground contours, existing surface utilities, and obtainable flowline data, paving and drainage.
- Obtain right of entry for work along the BNSF Railroad.
- Locate existing utilities, including pipelines, within the project limits based on publicly available information and Texas811 OneCall.
- Geotechnical boring locations and ID

Deliverables shall be submitted no later than when 30% drawings are submitted for review. Deliverables for topographic survey services to the City include the following:

- Original survey field books and electronic files
- Survey Control Map
- Boundary Survey

The subconsultant proposal was not provided at the time of this proposal.

Registered Accessibility Specialist

Registered Accessibility Specialist (RAS) Services proposed for the project would be associated with the pedestrian route elements, including site walks, ramps, and street right-of-way crossings determined to be impacted by the project improvements. The RAS Services would include plan review and construction inspections for compliance with the Texas Architectural Act, Chapter 469 of the Texas Government Code. A budgetary number has been assumed for the cost associated with the plan project registrations, reviews, and inspections in accordance to and published under the Architectural Barriers Administrative Rule 68.80. Actual final cost will be based on the final construction estimate at the time of registration.

EXCLUSIONS

1. Environmental Assessment and Permitting
2. Land Acquisition Services or preparation of Lease Agreements
3. Pipeline Coordination and Agreements
4. Public Involvement & Presentations

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

ENGINEERING & PLANNING PROJECT NO. 2025-10005 CITY OF TOMBALL NORTH ELM STREET PARKING PHASE 2

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Tomball.

The recommended budget for this scope of services is:

Services to be Provided	Base Cost	Sub Markup @ 10%	Totals	Basis
A & B - Engineering Basic Services	\$ 104,015.00	\$ -	\$ 104,015.00	LS
Bid Phase Services	\$ 6,300.00	\$ -	\$ 6,300.00	LS
C - Construction Phase Services	\$ 25,250.00	\$ -	\$ 25,250.00	T&M
D - Additional Services				
Storm Water Pollution Prevention Plan	\$ 3,625.00	\$ -	\$ 3,625.00	LS
Traffic Control Plan	\$ 4,050.00	\$ -	\$ 4,050.00	LS
Landscape/Irrigation Lighting/Electrical (Sub)	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	LS
Geotechnical Investigation (Sub)	\$ 8,976.00	\$ 897.60	\$ 9,873.60	LS
Material Testing-Construction (Sub)	\$ 14,080.00	\$ 1,408.00	\$ 15,488.00	T&M
Land Surveying Services (Sub)	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	LS
Reimbursable Expenses (including TDLR Plan Review & Inspection Fee)	\$ 4,000.00	\$ -	\$ 4,000.00	Cost Plus
Recommended Total Consultant Fees Budget			\$196,801.60	

The recommended budget for this scope of services is \$196,801.60 (Not to Exceed).

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.

ATTACHMENT “B”

INSURANCE

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: June 16, 2025

Topic:

Approve a professional services agreement with Goodwin-Lasiter-Strong for professional engineering services related to the FEMA Hazard Mitigation Grant Program for an amount not-to-exceed \$106,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the FEMA Hazard Mitigation Grant Program, if received.

Background:

In late 2024, the Texas Division of Emergency Management (TDEM) released a Notice of Funding Opportunity (NOFO) for grant applications to be submitted for consideration, scoring, and potential funding for the Hazard Mitigation Grant Program by March 31, 2025. The NOFO pertained to DR-4781 relating to the April/May Severe Storms and Flooding experienced in 2024.

Staff worked with our selected Grant Administrator to submit a grant application for generators to be installed at City owned lift stations and water wells, where ones currently do not exist. The City’s grant application was submitted and is currently under reviewing and evaluation, pending notification of possible grant award late summer 2025.

In anticipation of a possible award, staff developed a Request for Qualifications to contract with a professional engineering firm to provide the required engineering services as stipulated in the grant requirements. Staff advertised a Request for Qualification for professional engineering services and received one (1) sealed submission. Scoring and a complete review of the submission was completed by a committee and based on the review staff entered into contract negotiations with GLS.

Staff is recommending awarding a professional services agreement to Goodwin-Lasiter-Strong (GLS) for award assistance, design, and management throughout the grant term, if awarded. The agreement will include site investigation, design, bidding, and construction oversight.

The total contract will not exceed \$106,000, based on the estimated project cost included in the grant application. All fees for engineering services will be paid from grant funds, if received. A breakdown of the professional services is reflected in the table below.

FEMA Hazard Mitigation Grant Program Critical Infrastructure Generators		
Element	Contract Amount	Remaining Contract
Grant Administration – Langford (Application)	\$3,000	\$3,000
Grant Administration – Langford (Grant Management)	PENDING	N/A
Professional Engineering - GLS	\$106,000	N/A

Origination: Project Management

Recommendation:

Staff recommends approving a professional services agreement to GLS for professional engineering services related to the FEMA Hazard Mitigation Grant Program for an amount not-to-exceed \$106,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No:

If yes, specify Account Number: #600-611-6302

If no, funds will be transferred from account: # To Account: #

Signed:	<u>Meagan Mageo</u>	Approved by:	<u> </u>
	Staff Member		City Manager
	Date		Date

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10017
CITY OF TOMBALL
TDEM HMGP GRANT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Goodwin Lasiter Strong ("Engineer").

WITNESSETH:

WHEREAS, the City desires obtain a grant from the Texas Division of Emergency Management – Hazard Mitigation Grant Program for the construction and installation of generators for various water wells and lift stations (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II. CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V. COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI. INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII. ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$7,500, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII. INSURANCE

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX. TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Goodwin Lasiter Strong
Attention: John Rusk, PE
4077 Cross Park Drive, Suite 100
Bryan, Texas 77802

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attention: Project Manager
501 James Street
Tomball, Texas 77375

**SECTION XI.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII.
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, _____.

Company Name: Goodwin Lasiter Strong



Name: John Rusk, PE

Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Shannon Bennett, Assistant City Secretary

EXHIBIT A



ARCHITECTURE • ENGINEERING • INTERIORS
LANDSCAPE • SURVEYING

LUFKIN • BRYAN • TYLER • WACO • GROESBECK

May 19, 2025

City of Tomball
401 Market Street
Tomball, Texas 77375

Attn: Meagan Mageo, Project Manager

RE: Texas Division of Emergency Management (TDEM)
on the Hazard Mitigation Grant Program (HMGP)
Professional Engineering Services
GLS Job No. 096381

Dear Ms. Mageo,

GLS is please to have been selected to provide Professional Engineering, design, bidding and construction services for the reference grant project. We understand the grant will be for generators at various water and sanitary sewer locations throughout the City. GLS will provide design, bidding and construction administration for the grant submitted. The scope of work includes nine (9) generators at the City's water well and eight (8) lift stations. Based on this scope of work, the associated fee is \$106,000.00

Thank you for this opportunity to assist with your grant project.

Sincerely,

John Rusk, PE
Vice-President
JR/ac

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of November 14, 2023.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted</p>	
--	--	--

	<p>construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
--	---	--

>\$2,000	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations</p>	2 CFR 200 APPENDIX II (G)

	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	

	<p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August	2 CFR 200.216

	<p>13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
--	---	--

None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

	<p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in</p>	Texas Government Code 2252.152

	Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractors Name:

Address, City, State, and Zip Code:

Phone Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Approve an amendment to the Professional Services Agreement with Webber Waterworks, LLC for Project Number 2023-10003, South Wastewater Treatment Plant Expansion project, for a total amount of \$49,278,265.74 (total contract not-to-exceed amount \$58,582,595.95), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure is included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

Background:

On May 1, 2023 City Council approved Resolution No. 2023-27, approving the Construction-Manager-at-Risk (CMAR) delivery method for design assistance for the expansion of the South Wastewater Treatment Plant (SWWTP) after determining the use of the CMAR delivery method would provide the best value to the City. The Professional Services Agreement to provide CMAR services during the design phase with Webber Waterworks, LLC (formally PLW Waterworks) was approved on December 18, 2023.

CMAR is a delivery method which necessitates a commitment by the Construction Manager (CM) to serve as the generator contractor and deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus, any reasonably inferred items or tasks. By utilizing a CMAR during the design process, they are able to provide valuable input to the design and construction planning for the project (e.g. cost estimating, scheduling, solicitation of subcontractor bids, value engineering, construction phase operational coordination and planning, etc.).

Staff has been working with Freese & Nichols, Inc. to complete the design of the plant expansion, and as part of the CMAR process Webber Waterwork has been assisting during the design to provide their expertise opinions based on their extensive experience and knowledge as well as evaluating costs and providing alternative methods to keep the project within the identified budget.

As part of the identified scope of work within the CMAR professional services agreement, Webber Waterworks assisted in establishing the Guaranteed Maximum Price (GMP) packages, GMP-1 (Early Works Package) and GMP 2 (Balance of Plant), to be competitively bid in accordance with Chapter 2269 of Texas Local Government Code.

GMP-1 included procurement of required equipment for the expansion including switch gears, motor control systems, and process treatment equipment. Following procurement of GMP-1, Freese & Nichols, Webber, and City staff completed a review of all submitted pricing and on February 3, 2025 City Council approved a professional services agreement with Webber Waterworks for GMP-1 (Early Works Package) for an amount not-to-exceed \$9,304,330.21.

The GMP-2 procurement was for construction of all elements required for plant expansion including coarse screen, influent lift station, headworks, aeration, etc. The procurement process allowed manufacturers and vendors to submit their sealed pricing for the equipment and work to be completed.

This item authorizes an amendment to the professional services agreement with Webber Waterworks for GMP-1 (Early Works Package) for a net decrease of \$580,900.87, and an increase for GMP-2 of \$49,859,166.61, for a total contract amount not-to-exceed \$58,582,595.95. Funds for completing the final phase of the project were identified in the adopted 2025-2029 Capital Improvement Plan and is to be funded by a Certificate of Obligation sale pending in June 2025, with additional bond sales scheduled in FY 2026 and 2027.

*Future Bond Issuance Required

Recommendation:

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

Are funds specifically designated in the current budget for the full amount required for this purpose?

If no, funds will be transferred from account: # _____ To Account: # _____

Page 78

CONTRACT AMENDMENT NO.: 01

		Project No.
Owner:	City of Tomball	2023-10003
Design Professional:	Freese and Nichols, Inc.	TMB24038
Construction Manager at Risk:	Webber Waterworks, LLC	P5R
Project:	South Wastewater Treatment Plant Expansion	
Contract Name:	CMAR Construction Contract – South WWTP Expansion	
Contract Amendment:	No. 1	
Date Issued:	Effective Date of Contract Amendment:	

The Contract is modified as follows upon execution of this Contract Amendment:

Description:

The purpose of this amendment is to revise the Construction Manager At-Risk contract with Webber Waterworks, LLC for the Tomball South Wastewater Treatment Plant Expansion project as follows:

1. **Addition** – Incorporate the Balance of Plant (BOP) scope of work as outlined in the GMP #2 proposal.
2. **Deduction** – Remove the following alternate items from GMP #1 Allowance:
 - o Alternate Item 2.01 from EWP1-01.03 (Second Coarse Screen)
 - o Alternate Item 2.02 from EWP1-01.16 (Second Rotary Drum Thickeners)

Attachments:

Guaranteed Maximum Price (GMP) Proposal #1: Early Works Package (EWP)

Guaranteed Maximum Price (GMP) Proposal #2: Balance of Plant (BOP)

Change in Contract Price

Original Contract Price prior to this Contract Amendment	\$9,304,330.21
Addition of Balance of Plant (BOP) Scope of Work in GMP #2	+\$49,859,166.61
Deduction of Alternate Items from GMP#1	-\$580,900.87
Total Change this Contract Amendment:	+\$49,278,265.74
Contract Price incorporating this Contract Amendment:	\$58,582,595.95

Change in Contract Times for Contract Amendment

- ☐ The completion dates are not modified by this Contract Amendment—CMAR is to complete Work so Project will reach Substantial Completion by the date designated in the Agreement.
- ☒ The completion dates are modified by this Contract Amendment as shown below.

	Original	Previous	Current
Substantial Completion Date	N/A		10/22/27
Final Completion Date	N/A		12/23/27

Accepted by CMAR

By: Peter Bailey

Title: Executive Vice President

Signature 

Date: 5/19/2025

Recommended by Design Professional

By: Murali Erat, PE

Title: Project Manager

Signature 

Date: 5/20/2025

Approved by Owner

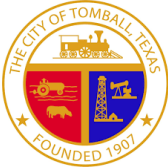
By: _____

Title: _____

Signature _____

Date: _____

City of Tomball



Tomball South Wastewater Treatment Plant Expansion Project

Guaranteed Maximum Price (GMP) #2 Proposal

May 08, 2025



City of Tomball
South Wastewater Treatment
Plant (TSWWTP) Expansion Project

RECORD OF AMENDMENT				
Rev	Revision Description	Revision Date	Checker	Approver
0	GMP2 Proposal to City	05/08/25	T. Young	P. Bailey
1	Revised Cost Summary	5/19/25	T. Young	P. Bailey

CURRENT REVISION
APPROVAL TO ISSUE

Revision Description

GMP2 Proposal

Date

May 19, 2025

This is to confirm that this Guaranteed Maximum Price Proposal has been prepared, reviewed, and approved in accordance with internal Quality procedures and directives.

Prepared By

Triston R. Young
Preconstruction Manager

Approved By

Peter Bailey
Project Executive

CITY OF TOMBALL APPROVAL

Approved By

David Esquivel
City Manager

Webber Waterworks, LLC

1725 Hughes Landing Blvd., Suite 1200 | The Woodlands, TX 77389

Mr. Drew Huffman
Director of Public Works
City of Tomball

Re: South Wastewater Treatment Plant Expansion Project – GMP 2 Proposal

Dear Mr. Huffman:

Webber Waterworks is pleased to submit our Guaranteed Maximum Price #2 (GMP 2) Proposal for the final phase of work to construct the referenced project.

GMP 2 includes the following major items:

- BOP 1-01.01 – Commercial Building Package – B&C Constructors
- BOP 2-01.01 – Sitework and Process Facilities Package – Webber Waterworks
- BOP 3-01.01 – Sitewide Electrical Package – Andrew Jordan Industrial
- BOP 4-01.01 – Sitewide HVAC Package – Diamondback Mechanical Group
- BOP 5-01.01 – Sitewide SCADA/I&C Package – Inframark
- General conditions, bonds and insurance cost are included at the contractually established rate.
- CMAR Fee is included at the contractually established rate.

This GMP 2 Proposal Includes:


- Section 1 provides a full cost breakdown for all direct construction costs (Tier 1 subcontracts) and a summary of all allowance items.
- Section 2 provides a schedule summary for the GMP 2 work activities.
- Section 3 provides a summary of all plans, specifications, assumptions, and clarifications.

The following GMP 2 assumptions are noted for clarity:

- General conditions cost and fee will be billed on a cost-incurred basis.
- As presented in Section 2, the milestone dates for this work are as follows:
 - » Council Approval – June 16, 2025
 - » Substantial Completion – October 22, 2027
 - » Final Completion – December 23, 2027
- All allowances have been clearly defined in this proposal. Any funds, included as allowances, which are not used will be tracked, and transferred to the project contingency for the overall project. All unused funds will be returned to the City at project completion.
- We are fully committed to identifying additional cost savings opportunities as the work progresses. If savings are realized, they will be measured and added to the project contingency.

Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,



Peter T. Bailey
Executive Vice President
Webber Waterworks



GUARANTEED MAXIMUM PRICE CONTENTS

Section 1: Cost

Exhibit A.1 – GMP Breakdown and Work Package Cost Summary

Exhibit A.2 – Cost Detail

* Work Package Documentation

Exhibit A.3 - Basis of Allowances

Section 2: Schedule

Exhibit B.1 – Schedule Summary

Section 3: Contract Documents

Exhibit C.1 – List of Plans

Exhibit C.2 – List of Specifications

Exhibit C.3 – Assumptions and Clarifications



Section 1: Cost



Exhibit A.1 GMP Breakdown and Work Package Cost Summary



City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

FINAL Guaranteed Maximum Price Proposal Cost Summary					
Purchase Phase	Bid Pkg	Description	PO / SA	Recommended Vendor	GMP Price
GMP 2	BOP1-01.01	Commercial Package	SA	B&C Constructors	\$ 638,679.00
GMP 2	BOP2-01.01	Sitework and Process Facilities	SA	Webber Waterworks	\$ 28,649,426.00
GMP 2	BOP3-01.01	Electrical - Site Wide	SA	Andrew Jordan Industrial	\$ 9,820,037.00
GMP 2	BOP4-01.01	HVAC - Site Wide	SA	Diamondback Mechanical Group	\$ 385,348.00
GMP 2	BOP5-01.01	SCADA, I&C	SA	Inframark	\$ 1,124,948.00
GMP 2	Allowance 2	GMP2 Allowance	AL		\$ 49,724.00
GMP 1		Deductive Alternate for GMP1			\$ (473,818.00)
SUBTOTAL COST OF WORK					\$ 40,194,344.00
CONTRACTOR FEES					
General Conditions Fee			9.85%		\$ 3,959,142.88
CMAR Fee			9.75%		\$ 3,918,948.54
CMAR Contingency			3.00%		\$ 1,205,830.32
FINAL GMP TOTAL					\$ 49,278,265.74

Exhibit A.2 Cost Detail



BOP1-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form

» Bidder 2
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Commercial Package | BOP1-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Commercial Package | BOP1-01.01

Webber Waterworks Project #: P5R

Recommended Bidder: B&C Constructors L.P.

Eleven (11) companies were solicited to bid this scope of work to furnish all Commercial Package material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: B&C Constructors L.P.

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Sirius Building Company LLC

The bidder was the second lowest in cost and based on compliance with proposal terms and conditions, experience, and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from B&C Constructors L.P. based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with B&C Constructors L.P. for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP1_01.01 - COMMERCIAL PACKAGE

Bid Tabulation			B&C CONSTRUCTORS L.P.		SIRIUS BUILDING COMPANY							
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 365,463.94	\$ 365,463.94		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -		\$ -		\$ -
Administration Building Expansion	1	LS	\$ 182,320.00	\$ 182,320.00	\$ 623,884.46	\$ 623,884.46		\$ -		\$ -		\$ -
Coarse Screen Dumpster Building	1	LS	\$ 49,957.00	\$ 49,957.00	\$ 520,069.23	\$ 520,069.23		\$ -		\$ -		\$ -
Aeration Basin Blower Building	1	LS	\$ 203,112.00	\$ 203,112.00	\$ 610,086.93	\$ 610,086.93		\$ -		\$ -		\$ -
MCC-D Building	1	LS	\$ 77,290.00	\$ 77,290.00	\$ 297,258.79	\$ 297,258.79		\$ -		\$ -		\$ -
Bonds	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 61,538.98	\$ 61,538.98		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$576,179.00		\$2,478,302.33		\$0.00		\$0.00		\$0.00
Normalization	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$576,179.00		\$2,478,302.33		\$0.00		\$0.00		\$0.00
Deduct to use Iron Brother as PEMB supplier	1	LS	\$ (10,129.00)	\$ (10,129.00)		\$ -		\$ -		\$ -		\$ -
Add foundations for Coarse Screen Aeration & MCC-D CONCRETE ONLY	1	LS	\$ 62,500.00	\$ 62,500.00		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Alternates				\$638,679.00		\$2,478,302.33		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				0.00%		288.04%		0.00%		0.00%		0.00%
Schedule												
Completion of all Construction Activities (Substantial Completion):		WK		55 Days*		Not Provided						
Final Completion		WK				Not Provided						
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y		N*						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		N		N						
Acknowledge Receipt of Addenda		Y/N		Y		Y						
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y						
Bid Bond		N/A		N		N						
Technical Proposal												
Scope of Work		Y/N		Y		Y						
Project Approach		Y/N		N		N						
Project Experience		Y/N		N		N						
Project Team Organization/Key Personnel		Y/N		N		Y						
Safety		Y/N		N		N						
Schedule		N/A		Y		N						

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	B&C CONSTRUCTORS L.P.	SIRIUS BUILDING COMPANY	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	11.62	#DIV/0!	#DIV/0!	#DIV/0!
Technical Proposal - Safety	10%	5.00	5.00			
Technical Proposal - Experience and Qualifications	30%	15.00	12.00			
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00	10.00			
Total Points	100%	80.00	38.62	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	05/05/25
Recommended Vendor	B&C CONSTRUCTORS L.P.
Contract Value:	\$638,679.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols	
Murali Erat	
City of Tomball	
David Esquivel	

B&C Constructors

PACKAGE NO.: BOP1-01.01
PACKAGE DESCRIPTION: COMMERCIAL PACKAGE
PROPOSER'S COMPANY NAME: B&C Constructors L.P.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words:	Five Hundred seventy six thousand, one hundred seventy nine dollars
In Figures: \$	576,179.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 40,000.00	\$ 40,000.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 3,000.00	\$ 3,000.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 2,000.00	\$ 2,000.00
4	Division 1 - Mob/Demob	1	LS	\$ 6,500.00	\$ 6,500.00
5	Administration Building Expansion	1	LS	\$ 182,320.00	\$ 182,320.00
6	Coarse Screen Dumpster Building	1	LS	\$ 49,957.00	\$ 49,957.00
7	Aeration Basin Blower Building	1	LS	\$ 203,112.00	\$ 203,112.00
8	MCC-D Building	1	LS	\$ 77,290.00	\$ 77,290.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 564,179.00
9	Bonds				\$ 12,000.00
10	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 576,179.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Deduct to use Iron Brother as PEMB supplier	1	LS	\$ (10,129.00)	\$ (10,129.00)
2	Add foundations for Coarse Screen Aeration & MCC-D CONCRETE ONLY	1	LS	\$ 62,500.00	\$ 62,500.00
3		1	LS		\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of all Construction Activities (Substantial Completion)			Separate schedule attached per building		
Final Completion			To Follow CMAR provided schedule		

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6

Initial

Date

JC 4/8/2025 We will be using a supplier not listed in the specs. It is a supplier that has provided multiple buildings we have built directly for the City of Tomball

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Bid Clarification No. 1
Bid Clarification No. 2
Bid Clarification No. 3
Bid Clarification No. 4
Bid Clarification No. 5
Bid Clarification No. 6

Initial

Date

JC 3/21/2025
JC 4/4/2025
JC 4/10/2025
JC 4/28/2025

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 We are completing ~~dry~~ earthwork and concrete directly associated with the Admin building expansion only. This scope will be turn Key Excludes Electrical and HVAC. Plumbing and all interior finish work is included
- 2
- 3 We are ONLY proposing to supply & install CMR's for Coarse Screen Dewater, Aeration Basin Blower & MCC-D Buildings. Concrete by others
- 4
- 5 Alternate pricing on Headworks RAS/Pump Station Canopies and Support and Erection for new structures ONLY. Concrete by others
- 6
- 7 Alternate for foundation on 3 buildings for concrete work only, any embed plates / guide rails / loads provided by misc. metal supplier
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

Refer to Exhibit C.3 for Applicable GMP Assumptions & Clarifications

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

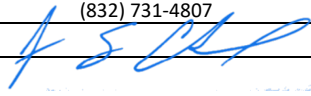
yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

**Request For Proposal
Bid Form - Suppliers**

5/2/2025

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Company Name: B&C Constructors L.P.
Contact Name and Title: Jared Cochran, Project Manager
Contact Phone Number: (832) 731-4807
Signature: 

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)
(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)
Experience and Qualifications
(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements
(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal)

Weighting Value |

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Sirius Building Company

PACKAGE NO.: BOP1-01.01
PACKAGE DESCRIPTION: COMMERCIAL PACKAGE
PROPOSER'S COMPANY NAME: Sirius Building Company

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words:	Two million, four hundred seventy-eight thousand, three hundred two and thirty-four cents
In Figures: \$	2,478,302.34

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 365,463.94	\$ 365,463.94
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ -	\$ -
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Administration Building Expansion	1	LS	\$ 623,884.46	\$ 623,884.46
6	Coarse Screen Dumpster Building	1	LS	\$ 520,069.23	\$ 520,069.23
7	Aeration Basin Blower Building	1	LS	\$ 610,086.93	\$ 610,086.93
8	MCC-D Building	1	LS	\$ 297,258.79	\$ 297,258.79
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 2,416,763.35
9	Bonds				\$ 61,538.98
10	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 2,478,302.33
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of all Construction Activities (Substantial Completion)			_____		
Final Completion			_____		

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	BG	10-Apr
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	BG	1-Apr
Bid Clarification No. 2	BG	4-Apr
Bid Clarification No. 3	BG	10-Apr
Bid Clarification No. 4	BG	28-Apr
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 No Permits, Plans, ADA Review, Asbestos Survey Included
- 2 No Sales Tax Included - Assumes Tax Exempt Certificate
- 3 Bid is based on regular work hours. After hours, night, or weekend work could add additional costs.
- 4 Bid excludes security systems.
- 5 Bid excludes ~~any~~ or any foreign object excavation if encountered during excavation of plumbing trenches.
- 6 Pricing on this bid is only valid for 30 days. Sirius will be held to maintain costs if the project is awarded after the deadline, but does hold the right
- 7 Changes to scope of work or unforeseen conditions could affect cost
- 8 Assumes work to be completed within 2 mobilization and demobilization will incur additional cost.
- 9 Excludes connecting downspouts to storm drain system. Not applicable
- 10 P&P Bond priced for subcontractor bonding, not Sirius.
- 11 Assume site is pad ready, Sirius is excluding site work for pad preparation.
- 12 All conduit, raceways, disconnects, electrical boxes, wiring, and connections at OHD by Electrical. Sirius will not provide.
- 13 No fire alarm / fire sprinkler work currently included.
- 14 No bid bond included.
- 15 Bid excludes municipality charges, impact fees, or water meter tap fees.
- 16 Bid excludes hoist and trolley system. By others, but Sirius will coordinate.
- 17 Cost of work assumes Sirius is awarded of entire scope of work. Removal of any scope at time of award will affect pricing.

Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

No. Reference A.1 Contract Modifications on Wilbarger Contracts

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name:	Sirius Building Company
Contact Name and Title	Beau Glover Director of Preconstruction
Contact Phone Number:	214-673-2368
Signature	

Bid Evaluation Criteria:

Description

Weighting Value |

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

50 Points

Technical Proposal

Safety (EMR & TRIR)
(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)
Experience and Qualifications
(Provide Subcontractor Information Form, Project Approach and Schedule)

10 Points

30 Points

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements
(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

10 Points

TOTAL 100 Points

BOP2-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form



May 8, 2025

Drew Huffman
Public Works Director
City of Tomball
501 James Street
Tomball, TX 77375

Re: City of Tomball South Wastewater Treatment Plant Expansion
City Project No. 2023-10003
Recommendation of Award – Balance of Package 2 (BOP2)
Tomball South WWTP – GMP2 – BOP 2-01.01

Dear Mr. Huffman:

The purpose of this letter is to formally provide a recommendation for award to the Construction Manager at Risk (CMAR), Webber Waterworks, LLC, for self-performing the Balance of Plant (BOP) Package 2-01.01 for Site Work and Process Facilities at the Tomball South Wastewater Treatment Plant (WWTP), under Guaranteed Maximum Price No. 2 (GMP 2).

The BOP Package was advertised beginning March 13, 2025, with bids for BOP2-01.01 – Site Work and Process Facilities due for submission on Civcast by 2:00 p.m. on April 17, 2025. Only one sealed bid was received for this package, submitted by Webber Waterworks, LLC.

Freese and Nichols, Inc. (FNI) has carefully reviewed the bid proposal from Webber Waterworks, LLC, and finds it complete and compliant. The following adjustments are reflected in the final recommended contract value:

- **Alternate Deduct Items:** As discussed during the meeting with the City on May 7, 2025, the alternate deduct items – installation of the second coarse screen and the rotary drum thickener – are accepted and will be removed from the project scope and deducted from the bid price.
- **Magnesium Hydroxide System:** The cost for the magnesium hydroxide system will be included as an allowance item rather than part of the base bid, as it may not be required pending the Texas Commission on Environmental Quality (TCEQ) decision regarding the removal of a copper limit from the plant's discharge permit.
- **Post-Bid Value Engineering:** Following the bid, Webber offered an additional credit of \$110,000 for changing the pipe material under roadways from ductile iron to C900 PVC.

The updated pricing for BOP2-01.01 is summarized below:

ORIGINAL BOP 2 BASE PROPOSAL PRICE	\$28,807,000.00
Alternate Item No. 1: Installation of Single Screening Unit	\$(20,053.00)
Alternate Item No. 2: Installation of Single Rotary Drum Thickener	\$(27,521.00)
Value Engineering Item: Changing DI Pipe to PVC Pipe Under Roadways	\$(110,000.00)
UPDATED BOP 2 BASE PROPOSAL PRICE	\$28,649,426.00

The revised bid form submitted by Webber Waterworks, LLC, is attached to this recommendation letter. FNI has reviewed the revised bid form and concurs with the evaluation and scoring detailed in the attached evaluation form.

FNI recommends that Webber Waterworks, LLC, be authorized to self-perform the BOP 2-01.01 package in the amount of **\$28,649,426.00**. This work shall be executed in accordance with the contract plans and specifications. Any deviations from the contract requirements shall be undertaken at the risk and cost of Webber Waterworks, LLC. It is important to note that, as CMAR, Webber Waterworks, LLC, retains full responsibility for delivering a complete and operational project as specified in the Contract Documents. Acceptance of these work packages does not alter or diminish the CMAR's obligations to the City under the contract.

If you have any questions, please contact me at 832-456-4709 or at mue@freese.com.

Sincerely,

A handwritten signature in blue ink, reading 'Murali Erat', with a stylized flourish at the end.

Murali Erat, P.E.
Project Manager
Freese and Nichols, Inc.

cc: Meagan Mageo, City of Tomball
Will Goff, City of Tomball
Alejandro Vasquez, Webber Waterworks, LLC
Triston Bing-Young, Webber Waterworks, LLC
Peter Bailey, Webber Waterworks, LLC
Richard Weatherly, Freese and Nichols
Matt Cartwright, Freese and Nichols, Inc.
Chuck Wolf, Freese and Nichols, Inc.
Brennan Riley, Freese and Nichols, Inc.

City of Tomball South Wastewater Treatment Plant (WWTP) Expansion

Bid Package BOP 2-01.01 - SITE WORK AND PROCESS FACILITIES PACKAGE - EVALUATION FORM

Bid Tabulation	Budgeted		WEBBER WATERWORKS, LLC		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	Qty	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 1,795,400.00	\$ 1,795,400.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
Temporary Facilities and Controls	1	LS	\$ 194,311.92	\$ 194,311.92		\$ -		\$ -		\$ -		\$ -
Sitework (Roads, Site Grading, Paving, etc.)	1	LS	\$ 1,682,305.95	\$ 1,682,305.95		\$ -		\$ -		\$ -		\$ -
Yard Piping	1	LS	\$ 5,895,267.41	\$ 5,895,267.41		\$ -		\$ -		\$ -		\$ -
Coarse Screen	1	LS	\$ 795,040.27	\$ 795,040.27		\$ -		\$ -		\$ -		\$ -
Coarse Screen Dumpster Building	1	LS	\$ 123,810.91	\$ 123,810.91		\$ -		\$ -		\$ -		\$ -
Influent Lift Station	1	LS	\$ 4,004,263.69	\$ 4,004,263.69		\$ -		\$ -		\$ -		\$ -
Headworks	1	LS	\$ 1,014,452.36	\$ 1,014,452.36		\$ -		\$ -		\$ -		\$ -
Headworks Dumpster	1	LS	\$ 85,445.28	\$ 85,445.28		\$ -		\$ -		\$ -		\$ -
Splitter Box	1	LS	\$ 441,635.43	\$ 441,635.43		\$ -		\$ -		\$ -		\$ -
Aeration Basins	1	LS	\$ 6,357,451.87	\$ 6,357,451.87		\$ -		\$ -		\$ -		\$ -
Aeration Basin Blower Building	1	LS	\$ 480,475.91	\$ 480,475.91		\$ -		\$ -		\$ -		\$ -
Final Clarifiers	1	LS	\$ 1,838,593.29	\$ 1,838,593.29		\$ -		\$ -		\$ -		\$ -
Scum Pump Station No. 2	1	LS	\$ 186,610.87	\$ 186,610.87		\$ -		\$ -		\$ -		\$ -
RAS/WAS Pump Stations No. 1 & 2	1	LS	\$ 1,177,865.08	\$ 1,177,865.08		\$ -		\$ -		\$ -		\$ -
Tertiary Filters	1	LS	\$ 576,940.35	\$ 576,940.35		\$ -		\$ -		\$ -		\$ -
UV Disinfection	1	LS	\$ 1,080,913.11	\$ 1,080,913.11		\$ -		\$ -		\$ -		\$ -
Rotary Drum Thickeners	1	LS	\$ 590,758.08	\$ 590,758.08		\$ -		\$ -		\$ -		\$ -
Dewatering Building	1	LS	\$ 148,424.28	\$ 148,424.28		\$ -		\$ -		\$ -		\$ -
Vacuum Truck Receiving Station	1	LS	\$ 108,246.24	\$ 108,246.24		\$ -		\$ -		\$ -		\$ -
Generator Pad	1	LS	\$ 115,893.78	\$ 115,893.78		\$ -		\$ -		\$ -		\$ -
Bonds	1	LS	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS	\$ -	\$ 62,893.94		\$ -		\$ -		\$ -		\$ -
Unit Rate Items - To Be Used As The Basis For Negotiation				\$ -		\$ -		\$ -		\$ -		\$ -
Sludge Removal and disposal from oxidation ditch	330,900	Gallon	\$ 0.55	\$ 183,318.60		\$ -		\$ -		\$ -		\$ -
Sludge Removal and disposal from oxidation ditch	253	Wet Tons	\$ 683.75	\$ 172,988.75		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 28,807,000.00		\$ -		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 28,807,000.00		\$ -		\$ -		\$ -		\$ -
Installation of Single Screening Unit (Accepted)	1	LS	\$ (20,053.00)	\$ (20,053.00)		\$ -		\$ -		\$ -		\$ -
Installation of Single Rotary Drum Thickener (Accepted)	1	LS	\$ (27,521.00)	\$ (27,521.00)		\$ -		\$ -		\$ -		\$ -
Change DI Pipe to PVC Pipe Under Roadways (Accepted)	1	LS	\$ (110,000.00)	\$ (110,000.00)		\$ -		\$ -		\$ -		\$ -
Magnesium Hydroxide System (Allowance Item)	1	LS	\$ 45,924.00	\$ 45,924.00		\$ -		\$ -		\$ -		\$ -
Prestressed Concrete Tanks (Not Accepted)	1	LS	\$ 645,600.00	\$ 645,600.00		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Accepted Alternates				\$ 28,649,426.00		\$ -		\$ -		\$ -		\$ -
% Variance from Low Bid				-		0.00%		0.00%		0.00%		0.00%
Schedule												
Completion of Construction Activities		Days		626 Days								
Proposal Terms and Conditions:												
Agreed to Webber T&C		N/A		N/A								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		Y								
Acknowledge Receipt of Addenda		Y/N		Y								
Acknowledge Receipt of Bid Clarifications		Y/N		Y								
Bid Bond		N/A		N/A								
Technical Proposal:												
Scope of Work		Y/N		Y								
Project Approach		Y/N		Y								
Project Experience		Y/N		Y								
Project Team Organization/Key Personnel		Y/N		Y								
Safety		Y/N		Y								
Schedule		Y/N		Y								

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Webber Waterworks, LCC	-	-	-	-
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00				
Technical Proposal - Safety	10%	10.00				
Technical Proposal - Experience and Qualifications	30%	30.00				
Compliance with Proposal Terms and Conditions (See List Above)	10%	10.00				
Total Points	100%	100.00	-	-	-	-

Date of Recommendation:	5/8/2025
Recommended Vendor:	WEBBER WATERWORKS, LLC
Contract Value:	\$28,649,426.00
Recommended By:	Murali Erat, Freese and Nichols

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

PACKAGE NO.:	BOP2-01.01
PACKAGE DESCRIPTION:	SITE WORK AND PROCESS FACILITIES PACKAGE
PROPOSER'S COMPANY NAME:	Webber Waterworks, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words:	Twenty Eight Million Eight Hundred and Seven Thousand Dollars
In Figures: \$	\$28,807,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 1,795,400.00	\$ 1,795,400.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ 50,000.00	\$ 50,000.00
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Temporary Facilities and Controls	1	LS	\$ 194,311.92	\$ 194,311.92
6	Sitework (Roads, Site Grading, Paving, etc.)	1	LS	\$ 1,682,305.95	\$ 1,682,305.95
7	Yard Piping	1	LS	\$ 5,895,267.41	\$ 5,895,267.41
8	Coarse Screen	1	LS	\$ 795,040.27	\$ 795,040.27
9	Coarse Screen Dumpster Building	1	LS	\$ 123,810.91	\$ 123,810.91
10	Influent Lift Station	1	LS	\$ 4,004,263.69	\$ 4,004,263.69
11	Headworks	1	LS	\$ 1,014,452.36	\$ 1,014,452.36
12	Headworks Dumpster	1	LS	\$ 85,445.28	\$ 85,445.28
13	Splitter Box	1	LS	\$ 441,635.43	\$ 441,635.43
14	Aeration Basins	1	LS	\$ 6,357,451.87	\$ 6,357,451.87
15	Aeration Basin Blower Building	1	LS	\$ 480,475.91	\$ 480,475.91
16	Final Clarifiers	1	LS	\$ 1,838,593.29	\$ 1,838,593.29
17	Scum Pump Station No. 2	1	LS	\$ 186,610.87	\$ 186,610.87
18	RAS/WAS Pump Stations No. 1 & 2	1	LS	\$ 1,177,865.08	\$ 1,177,865.08
19	Tertiary Filters	1	LS	\$ 576,940.35	\$ 576,940.35
20	UV Disinfection	1	LS	\$ 1,080,913.11	\$ 1,080,913.11
21	Rotary Drum Thickeners	1	LS	\$ 590,758.08	\$ 590,758.08
22	Dewatering Building	1	LS	\$ 148,424.28	\$ 148,424.28
23	Vacuum Truck Receiving Station	1	LS	\$ 108,246.24	\$ 108,246.24
24	Generator Pad	1	LS	\$ 115,893.78	\$ 115,893.78
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 28,744,106.06
25	Bonds				\$ -
26	Taxes (non-permanent material)				\$ 62,893.94
TOTAL BASE PROPOSAL PRICE					\$ 28,807,000.00
SECTION 1A - UNIT RATE ITEMS - TO BE USED AS THE BASIS FOR NEGOTIATION					
ITEM	DESCRIPTION		UNIT	UNIT COST	COST
1	Sludge Removal and disposal from oxidation ditch	330,900	Gallon	\$ 0.55	\$ 183,318.60
2	Sludge Removal and disposal from oxidation ditch	253	Wet Tons	\$ 683.75	\$ 172,988.75
3				\$ -	\$ -

SECTION 2 - ALTERNATES & VALUE ENGINEERING

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ (20,053.00)	\$ (20,053.00)
2	Installation of Single Rotary Drum Thickener	1	LS	\$ (27,521.00)	\$ (27,521.00)
3	Magnesium Hydroxide System	1	LS	\$ 45,924.00	\$ 45,924.00
4	Prestressed Concrete Tanks	1	LS	\$ 645,600.00	\$ 645,600.00
5	Changing DI Pipe to PVC Pipe Under Roadways	1	LS	\$ (110,000.00)	\$ (110,000.00)
6		1	LS	\$ -	\$ -

SECTION 3 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

Initial

Date

Addendum No. 1

PB

4/8/2025

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial

Date

Bid Clarification No. 1

PB

3/31/2025

Bid Clarification No. 2

PB

4/4/2025

Bid Clarification No. 3

Bid Clarification No. 4

Bid Clarification No. 5

Bid Clarification No. 6

SECTION 4 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1 After demolition the existing influent lift station will be left in place and backfilled with excavated material.

2 Sludge removal cost is based on 10,950 gallons/253 Wet Tons.

3 Per the geotechnical report there is no dewatering required on site. Dewatering cost is excluded.

4 Excavated material will be used for backfill of all structures.

5 Separate bonds are not included for CMAR submittal packages.

6 Webber Waterworks has excluded any costs associated with 3rd party review of the project plan for permitting, materials testing & inspections, energy

7 Natural gas done by others

8 Webber Waterworks has considered relocation of two center point pole for construction of influent lift station

9

10

11

12

13

14

15

Refer to Exhibit C.3 for Applicable GMP Assumptions & Clarifications

SECTION 5 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

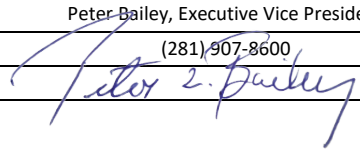
N/A

If NO - Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Additional Information:

Percentage of MWDBE Participation Provided as a Part of This Bid:

0%

Company Name: Webber Waterworks, LLC
Contact Name and Title: Peter Bailey, Executive Vice President
Contact Phone Number: (281) 907-8600
Signature: 

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Weighting Value

50 Points

Technical Proposal

Safety (EMR & TRIR)

(Provide your current workers compensation experience rating (EMR) and current total recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

10 Points

30 Points

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements need to be listed on company's letterhead and submitted with the proposal)

10 Points

TOTAL 100 Points

BOP3-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide Electrical | BOP3-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide Electrical | BOP3-01.01
Webber Waterworks Project #: P5R

Recommended Bidder: Andrew-Jordan Industrial

Six (6) companies were solicited to bid this scope of work to furnish all Sitewide Electrical material, equipment and accessories required.

Only one (1) company fully submitted a bid on time.

Bidder 1: Andrew-Jordan Industrial

The bidder was the only bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Andrew-Jordan Industrial based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Andrew-Jordan Industrial for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP3_01.01 - ELECTRICAL - SITE WIDE

Bid Tabulation			ANDREW JORDAN, INC									
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 300,000.00	\$ 300,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 40,000.00	\$ 40,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 350,000.00	\$ 350,000.00		\$ -		\$ -		\$ -		\$ -
Sitewide Electrical	1	LS	\$ 9,084,058.00	\$ 9,084,058.00		\$ -		\$ -		\$ -		\$ -
Bonds	1	LS	\$ 120,287.00	\$ 120,287.00		\$ -		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS	\$ 49,500.00	\$ 49,500.00		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$9,993,845.00		\$0.00		\$0.00		\$0.00		\$0.00
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$9,993,845.00		\$0.00		\$0.00		\$0.00		\$0.00
Installation of Single Screening Unit	1	LS	\$ (6,500.00)	\$ (6,500.00)		\$ -		\$ -		\$ -		\$ -
Installation of Singe Rotary Drum Thickener	1	LS	\$ (5,500.00)	\$ (5,500.00)		\$ -		\$ -		\$ -		\$ -
Magnesium Hydroxide System	1	LS	\$ (3,800.00)	\$ (3,800.00)		0%		0%		0%		0%
Concrete Encased Duct Bank	1	LS	\$ (118,008.00)	\$ (118,008.00)								
PVC Coated Aluminum 90-degree elbows and 45-degree elbows for 2” and Larger	1	LS	\$ (40,000.00)	\$ (40,000.00)								
Total: Normalized Bid + Alternates				\$9,820,037.00		\$0.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				-		0.00%		0.00%		0.00%		0.00%
Schedule												
Completion of Construction Activities (Substantial Completion - from date of SA Execution):		WK		104 Wks /728 Days								
Final Completion:		WK		108 Wks /756 Days								
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		Y								
Acknowledge Receipt of Addenda		Y/N		Y								
Acknowledge Receipt of Bid Clarifications		Y/N		Y								
Bid Bond		N/A		Y								
Technical Proposal												
Scope of Work		Y/N		Y								
Project Approach		Y/N		N								
Project Experience		Y/N		Y								
Project Team Organization/Key Personnel		Y/N		Y								
Safety		Y/N		N								
Schedule		Y/N		Y								

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	ANDREW JORDAN, INC	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Technical Proposal - Safety	10%	5.00				
Technical Proposal - Experience and Qualifications	30%	25.00				
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00				
Total Points	100%	90.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	05/08/25
Recommended Vendor	ANDREW JORDAN, INC
Contract Value:	\$9,820,037.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

Andrew-Jordan Industrial

**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

4/17/2025

PACKAGE NO.: BOP3-01.01
PACKAGE DESCRIPTION: SITEWIDE ELECTRICAL PACKAGE
PROPOSER'S COMPANY NAME: Andrew-Jordan Industrial LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Nine million nine hundred ninety three thousand eight hundred and forty five dollars
In Figures: \$ 9,993,845.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 300,000.00	\$ 300,000.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 50,000.00	\$ 50,000.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 40,000.00	\$ 40,000.00
4	Division 1 - Mob/Demob	1	LS	\$ 350,000.00	\$ 350,000.00
5	Sitewide Electrical	1	LS	\$ 9,084,058.00	\$ 9,084,058.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 9,824,058.00
6	Bonds				\$ 120,287.00
7	Taxes (non-permanent material)				\$ 49,500.00
TOTAL BASE PROPOSAL PRICE					\$ 9,993,845.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ (6,500.00)	\$ (6,500.00)
2	Installation of Single Rotary Drum Thickener	1	LS	\$ (5,500.00)	\$ (5,500.00)
3	Magnesium Hydroxide System	1	LS	\$ (3,800.00)	\$ (3,800.00)
4		1	LS	\$ -	\$ -
5		1	LS	\$ -	\$ -
6		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration Wks/Days		
Completion of Contruction Activities (Substantial Completion)			104 Weeks/728 Days		
Final Completion			108 Weeks/756 Days		

m.p.

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

Initial	Date
MD	8-Apr-25

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial	Date
MD	31-Mar-25
MD	4-Apr-25

Bid Clarification No. 1

Bid Clarification No. 2

Bid Clarification No. 3

Bid Clarification No. 4

Bid Clarification No. 5

Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Assuming that the Documentation & Control Contractor is providing, terminating and testing all Fiber Optic Cables
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

**Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications**

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:


Agreed to Webber Terms and Conditions (yes or no):

YES

**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

4/17/2025

If NO - Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Andrew-Jordan Industrial LLC
Contact Name and Title: Mike Doran Vice President
Contact Phone Number: 281-948-5901
Signature: Mike Doran 

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)

(Provide your current Workers Compensation Experience Rating (EMR) and current Total

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements Need to be listed on

Weighting Value |

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

BOP4-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form

» Bidder 2
Bid Form

» Bidder 3
Bid Form

» Bidder 4
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide HVAC | BOP4-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion Project

Sitewide HVAC | BOP4-01.01

Webber Waterworks Project #: P5R

Recommended Bidder: Diamondback Mechanical Group

Ten (10) companies were solicited to bid this scope of work to furnish all Sitewide HVAC material, equipment and accessories required.

Four (4) companies fully submitted a bid on time.

Bidder 1: Diamondback Mechanical Group

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Solid State Mechanical, LLC

This bidder was second lowest in cost and based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

Bidder 3: McCann Services, Inc.

This bidder was the third lowest on cost and based on compliance with proposal terms and conditions and experience and qualifications, scored third on considered tabulation.

Bidder 4: Washington & Son's AC & Heating

The bidder provided an incomplete bid that did not comply with the scope of work for this package and did not provide responses to clarifying questions.

We recommend proceeding with the bid proposal from Diamondback Mechanical Group based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Diamondback Mechanical Group for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP4_01.01 - Sitewide HVAC

Bid Tabulation			Diamondback Mechanical Group		Solid State Mechanical, LLC		McCann Services, Inc.		Washington & Son's AC & Heating			
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 4,457.00	\$ 4,457.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 2,766.00	\$ 2,766.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 13,473.00	\$ 13,473.00		\$ -		\$ -		\$ -		\$ -
Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ 326,380.00	\$ 326,380.00	\$ 446,200.00	\$ 446,200.00	\$ 405,965.00	\$ 405,965.00	\$ 180,700.00	\$ 180,700.00		\$ -
Bonds	1	LS	\$ 5,695.00	\$ 5,695.00		\$ -	\$ 52,700.00	\$ 52,700.00		\$ -		\$ -
Taxes (non-permanent material)	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$352,771.00		\$446,200.00		\$458,665.00		\$180,700.00		\$0.00
Normalization				\$ -		\$ 9,593.00		\$ 2,900.00		\$ -		\$ -
Total: Base Bid + Normalization				\$352,771.00		\$455,793.00		\$461,565.00		\$180,700.00		\$0.00
Price Hold for anticipated Tariff's and Equipment Increase (equipment only)				\$ 32,577.00		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Alternates				\$385,348.00		\$455,793.00		\$461,565.00		\$180,700.00		\$0.00
% Variance from Low Bid				-		29.20%		30.84%				0.00%
Schedule												
Completion of Construction Activites (Substantial Completion) :		WK		20 Days		8 weeks / 40 days		20 Days		Not Provided		
Final Completion:		WK		2 Days				4 Days		Not Provided		
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y		Y		Y		Not Provided		
% MWBE Participation		%		Y		0%		0%		Not Provided		
Qualification Forms Submitted		Y/N		Y		N		N		Not Provided		
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y		Not Provided		
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y		Y		Not Provided		
Bid Bond		N/A		Y		N		N		Not Provided		
Technical Proposal												
Scope of Work		Y/N		Y		Y		Y		Not Provided		
Project Approach		Y/N		N		N		N		Not Provided		
Project Experience		Y/N		N		N		N		Not Provided		
Project Team Organization/Key Personnel		Y/N		N		N		N		Not Provided		
Safety		Y/N		N		N		N		Not Provided		
Schedule		N/A		N		N		N		Not Provided		

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Diamondback Mechanical Group	Solid State Mechanical, LLC	McCann Services, Inc.	Washington & Son's AC & Heating	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	39.53	38.46	NOT SCORED	#DIV/0!
Technical Proposal - Safety	10%	5.00	0.00	0.00	NOT SCORED	
Technical Proposal - Experience and Qualifications	30%	20.00	10.00	10.00	NOT SCORED	
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00	10.00	10.00	NOT SCORED	
Total Points	100%	85.00	59.53	58.46		#DIV/0!

Date of Recommendation:	05/08/25
Recommended Vendor	Diamondback Mechanical Group
Contract Value:	\$385,348.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Notes
1	Testing & Balancing	\$ -	\$ 2,900.00	\$ 2,900.00		
2	Bonds	\$ -	\$ 6,693.00	\$ -	\$ -	
3		\$ -	\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ 9,593.00	\$ 2,900.00	\$ -	

Diamondback Mechanical Group

PACKAGE NO.: BOP4-01.01
PACKAGE DESCRIPTION: SITEWIDE HVAC PACKAGE
PROPOSER'S COMPANY NAME: Diamondback Mechanical Group

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Three Hundred Fifty-Two Thousand, Seven Hundred Seventy-One dollars and no/100
In Figures: \$ 352,771.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 4,457.00	\$ 4,457.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 2,766.00	\$ 2,766.00
4	Division 1 - Mob/Demob	1	LS	\$ 13,473.00	\$ 13,473.00
5	Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ 326,380.00	\$ 326,380.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 347,076.00
6	Bonds				\$ 5,695.00
7	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 352,771.00

Option 1 Daikin Equipment

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Price Hold for anticipated Tariff's and Price Increase (equipment only)	1	LS	\$ 32,577.00	\$ 32,577.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE

Identify the duration of the following schedule activities:	Duration	Wks/Days
Completion of Conctruction Activities (Substantial Completion)		20 Days
Final Completion		2 Days

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	MD	4/8/2025
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	MD	4-Apr-25
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Omit burying condensate lines per Sheets ABB-H1 and MCD-H1 per email Clarifications
- 2 Price valid for 30 Days from original sent date per email response clarifications).
- 3 Price hold add Item 1 from Submittal Base Proposal (per Section 1)
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

**Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications**

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

Yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name:	Diamondback Mechanical Group
Contact Name and Title	Michael Dye - Estimator
Contact Phone Number:	(210) 409-7271
Signature	Michael Dye

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)

(Provide your current workers compensation experience rating (EMR) and current total Recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements need to be listed on company's letterhead and submitted with the proposal.)

Weighting Value

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Solid State Mechanical, LLC

PACKAGE NO.: BOP4-01.01
PACKAGE DESCRIPTION: SITEWIDE HVAC PACKAGE
PROPOSER'S COMPANY NAME: Solid State Mechanical, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: four hundred forty six thousand two hundred.
In Figures: \$ 446,200.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ -	\$ -
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ -	\$ 446,200.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 446,200.00
6	Bonds				\$ -
7	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 446,200.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of Construction Activities (Substantial Completion)			8 Weeks	40 Days	
Final Completion					

**Request For Proposal
Bid Form - Suppliers**

4/30/2025

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	JG	25-Apr
Addendum No. 2	JG	25-Apr
Addendum No. 3	JG	25-Apr
Addendum No. 4	JG	25-Apr
Addendum No. 5	JG	25-Apr
Addendum No. 6	JG	25-Apr

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	25-Apr
Bid Clarification No. 1	JG	25-Apr
Bid Clarification No. 2	JG	25-Apr
Bid Clarification No. 3	JG	25-Apr
Bid Clarification No. 4	JG	25-Apr
Bid Clarification No. 5	JG	25-Apr
Bid Clarification No. 6	JG	25-Apr

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

*Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications*

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

JG

**Request For Proposal
Bid Form - Suppliers**

4/30/2025

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name:	Solid State Mechanical, LLC
Contact Name and Title	Jorge Gomez
Contact Phone Number:	281-719-5673
Signature	Jorge Gomez

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)

(Provide your current workers compensation experience rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements need to be listed on company's letterhead and submitted with the proposal)

Weighting Value

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

McCann Services, Inc.

PACKAGE NO.: BOP4-01.01
 PACKAGE DESCRIPTION: SITEWIDE HVAC PACKAGE
 PROPOSER'S COMPANY NAME: McCann Services Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Four Hundred Fifty-Eight Thousand Six Hundred Sixty Five Dollars
 In Figures: \$ 458,665.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ -	\$ -
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ 405,965.00	\$ 405,965.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 405,965.00
6	Bonds				\$ 52,700.00
7	Taxes (non-permanent material)				none
TOTAL BASE PROPOSAL PRICE					\$ 458,665.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:		Duration Wks/Days			
Completion of Construction Activities (Substantial Completion)		20 working days			
Final Completion		4 days trimout and start up			
SECTION 4 - ADDENDA & BID CLARIFICATIONS					
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		Initial	Date		
Addendum No. 1		JM	#####		
Addendum No. 2					
Addendum No. 3					
Addendum No. 4					
Addendum No. 5					
Addendum No. 6					
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:		Initial	Date		
Bid Clarification No. 1		JM	#####		
Bid Clarification No. 2					
Bid Clarification No. 3					
Bid Clarification No. 4					
Bid Clarification No. 5					
Bid Clarification No. 6					

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Equipment of same model and options as listed on plans
- 2 No Roofing, Carpentry, electrical or plumbing of any kind is included
- 3 Building framing for fans, louver and wall packs done by others
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

**Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications**

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

YES

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: McCann Services Inc.

Contact Name and Title: Jason McCann President

Contact Phone Number: 713-988-2665

Signature

Bid Evaluation Criteria:**Description****Cost Proposal**

Complete Bid Package Cost

*(Lowest Price/Evaluated Proposal Price) x Points Available = Score***Technical Proposal**

Safety (EMR & TRIR)

(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

*(Provide Subcontractor Information Form, Project Approach and Schedule)***Compliance with Proposal Terms and Conditions**

Conformance with Bid Package Requirements

*(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)***Weighting Value**

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Washington & Son's AC & Heating

**Washington
and Son's
Air
Conditioning
& Heating,
LLC**

**4144 W Bellfort Ave,
Suite E
Houston, TX 77025
Lic # TACLB10553C**

**713-660-8683
713-660-8487 Fax
www.wsatx.com**



**Tomball
B0P4-01.01-SITEWIDE
HVAC**

Proposal to:

Pepper Lawson PLW Waterworks

WSA QUALIFICATIONS

About the Company

Washington & Sons' A/C and Heating, LLC was founded in 1993 and is a full-service mechanical contractor licensed by the State of Texas. We have more than twenty years of experience in the heating, ventilation, and air conditioning industry. We serve residential, commercial and institutional customers, both large and small. We provide

- Fast and reliable installation
- Climate control
- Heating services
- Air conditioning services
- Indoor air quality
- Consultation
- Repairs
- Certified air balance
- Commercial ventilation
- Air duct cleaning
- Special zoning and design

At industry-best pricing. From initial consultation to project completion, the WSA installation and service team brings personal attention to every job, every day. Combining craftsmanship, integrity, experience, and promptness, WSA presents quality results.

About the Owner

Victor Washington has over 24 years of industry experience directing the mechanical scope of construction projects that include new building and renovation projects—proven track record of success in achieving time, budget and quality goal on broad range of multi-million-dollar projects.

Project Management: Strong supervisory experience with large-scale commercial projects. Possess in-depth knowledge of building practices and regulatory compliance issues. Qualified to review and evaluate bid documents, estimate costs, negotiate contracts and lead project teams. Coordinate activities effectively with responsible parties regarding guidelines and scope.

Relationship Development: Excellent leadership, communication, and relationship-building skills. Work effectively with engineers, architects, client's representatives, building officials, contractors, inspectors and other industry professionals.

Knowledge & Skill Areas:

- Federal & State Regulatory Issues
- Architectural Plan Review & Analysis
- Cost & Risk Analysis
- On-Site Property Inspections/Evaluations
- Construction Trades & Practices
- Construction Team Supervision
- Change Orders & Contract Negotiation
- Cost Estimate & Bid Proposal Development
- Team Building, Training & Leadership
- Dispute & Conflict Mediation/Resolution

Construction Management & Background: Commercial, Multi-Use, Medical, Business Parks, Multi-Dwelling, Education, Government, Design-Build, Value Engineering, Site

Project References

The Church Without Walls

Dan Williams

Dwilliams@churchwithoutwalls.org

281-620-4281

City of Houston Police Station (80% Complete)

Tellepsen

Daniel Contreras

713.469.2586

dContreras@tellepsen.com

St. Elizabeth Hospital (99% Complete)

Humphries Construction

Henry Humphrey

713-978-6610

hhumphries@humphries-const.com

Industrial Corporation – COH East Water Purification Plant

David Haynes

dhaynes@industrialtx.com

713-254-1691

COH Hobby Airport – Hensel & Phelps - CBI Joint Venture

William P. Hobby Airport

David Franco

Dfranco@henselphelps.com

979-204-9380

PMO Project Management Building (IAH)

Frank Garcia

713-962-8400

Frank.Garcia@houston.tx.gov

o Certifications

- City of Houston SBE Certified
- City of Houston MBE Certified
- Section 3 Certified
- HHF Certified
- Metro Certified
- HISD Certified

SCOPE

Public Works

Following project specifications, we propose the following:

- I. Install Per Print. 05/01/2024 and per Specifications
- II. Ductwork
- III. Grills
- IV. Fans
- V. Standard Central Controller
- VI. All Addendums

Exclusions from the bid:

- a. Electrical
- b. Plumbing
- c. Painting
- d. Certified Air Balance / By owners
- e. Coring
- f. Roofing

The job will meet the full requirements of the Energy Code and Local City Code with a guaranteed quality Installation.

Course Screen Dumpster Building

Fans

Louvers

\$6500

Aeration Building

\$26,700.00

Dewatering Building

\$7500.00

Washington & Son's A/C & Heating, LLC

Admin Building

\$140,000.00

BOP5-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form

» Bidder 2
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide SCADA, Instrumentation & Controls | BOP5-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide SCADA, Instrumentation & Controls | BOP5-01.01

Webber Waterworks Project #: P5R

Recommended Bidder: Inframark, LLC

Three (3) companies were solicited to bid this scope of work to furnish all Sitewide SCADA, Instrumentation & Controls material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: Inframark, LLC

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Prime Controls, LLC

This bidder was second lowest in cost and based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Inframark based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Inframark for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP5_01.01 - Sitewide SCADA, I&C

Bid Tabulation			INFRAMARK, LLC		PRIME CONTROLS, LLC							
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 34,716.00	\$ 34,716.00	\$ 119,292.00	\$ 119,292.00		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 156,805.00	\$ 156,805.00	\$ 5,831.00	\$ 5,831.00		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 32,356.00	\$ 32,356.00	\$ 31,347.00	\$ 31,347.00		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 58,980.00	\$ 58,980.00	\$ 50,842.00	\$ 50,842.00		\$ -		\$ -		\$ -
Sitewide SCADA, Instrumentation & Controls	1	LS	\$ 795,666.00	\$ 795,666.00	\$ 1,063,726.00	\$ 1,063,726.00		\$ -		\$ -		\$ -
Bonds	1	LS	\$ 12,405.00	\$ 12,405.00	\$ 19,354.00	\$ 19,354.00		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS	\$ 49,239.00	\$ 49,239.00		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$1,140,167.00		\$1,290,392.00		\$0.00		\$0.00		\$0.00
Normalization				\$ (6,669.00)		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$1,133,498.00		\$1,290,392.00		\$0.00		\$0.00		\$0.00
Installation of Single Screening Unit	1	LS	\$ (3,683.00)	\$ (3,683.00)		\$ -		\$ -		\$ -		\$ -
Installtion of Single Rotary Drum Thickener	1	LS	\$ (4,867.00)	\$ (4,867.00)		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Alternates				\$1,124,948.00		\$1,290,392.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				-		13.84%		0.00%		0.00%		0.00%
Schedule												
Completion of Construction Activities (Substantial Completion):		WK		104 Wks		102 Wks						
Final Completion:		WK		108 Wks		128 Wks						
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y		Y						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		Y		Y						
Acknowledge Receipt of Addenda		Y/N		Y		Y						
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y						
Bid Bond		N/A		Y		Y						
Technical Proposal												
Scope of Work		Y/N		Y		Y						
Project Approach		Y/N		Y		Y						
Project Experience		Y/N		Y		Y						
Project Team Organization/Key Personnel		Y/N		Y		Y						
Safety		Y/N		Y		Y						
Schedule		N/A		Y		Y						

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	INFRAMARK, LLC	PRIME CONTROLS, LLC	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	44.18	#DIV/0!	#DIV/0!	#DIV/0!
Technical Proposal - Safety	10%	10.00	10.00			
Technical Proposal - Experience and Qualifications	30%	25.00	25.00			
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00	10.00			
Total Points	100%	95.00	89.18	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	05/08/25
Recommended Vendor	INFRAMARK, LLC
Contract Value:	\$1,124,948.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Notes
1	FactoryTalk AssetCentre Deduction	\$ (6,669.00)	\$ -	\$ -	\$ -	
2		\$ -	\$ -	\$ -	\$ -	
3		\$ -	\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	
	TOTAL	\$ (6,669.00)	\$ -	\$ -	\$ -	

Inframark



Request For Proposal Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: BOP5-01.01

PACKAGE DESCRIPTION: SITEWIDE SCADA, INSTRUMENTATION & CONTROLS PACKAGE

PROPOSER'S COMPANY NAME: Inframark, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Hundred Forty Thousand One Hundred and Sixty Seven Dollars and No Cents
In Figures: \$ 1,140,167

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 34,716.00	\$ 34,716.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 156,805.00	\$ 156,805.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 58,980.00	\$ 58,980.00
4	Division 1 - Mob/Demob	1	LS	\$ 32,356.00	\$ 32,356.00
5	Sitewide SCADA, Instrumentation & Controls	1	LS	\$ 795,666.00	\$ 795,666.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 1,078,523.00
6	Bonds				\$ 12,405.00
7	Taxes (non-permanent material)				\$ 49,239.00
TOTAL BASE PROPOSAL PRICE					\$ 1,140,167.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ (3,683.00)	\$ (3,683.00)
2	Installation of Single Rotary Drum Thickener	1	LS	\$ (4,867.00)	\$ (4,867.00)
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of Construction Activities (Substantial Completion)			104	Wks	
Final Completion			108	Wks	

Request For Proposal Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

	Initial	Date
Addendum No. 1	TM	4/8/2025
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	TM	3/31/2025
Bid Clarification No. 2	TM	4/4/2025
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- Any project-required office furniture is assumed to be provided and installed by Others and therefore not included in this Scope of Work.
- As the pump manufacturer or electrical contractor typically includes the VFD panel in their scope of supply, we have excluded it from our scope. Influent Pump Station Pump VFD Panels #s 1-6
- As the manufacturer provides the Anoxic Mixer Control Panels #1-3, Blower Local Control Panel #s 1-4, Scum Pump Main Control Panel 1 and 2, Scum Pump Control Panel 3 and 4, Clarifier Local Control Panels #s 1-4 , we have excluded them from our scope of supply.
- As the pump manufacturer or electrical contractor typically includes the VFD panels (RAS Pump VFD Panel #s 1-6 and WAS Pump VFD Panel 1 and 2), we have excluded them from our scope of supply.
- As the blower manufacturer or electrical contractor typically includes the VFD panels (Aerobic Digester Blower VFD 1 and 2), we have excluded them from our scope of supply.
- We have only included instrumentation explicitly listed in our Scope of Work. Any other instrumentation is assumed provided by others.
- In R1, a Magnetic Flow meter was shown. However per the latest drawings the flow meter has been changed to an Ultrasonic Flow meter.
- This drawing also shows some temperature devices that are identified as Temperature Element Sensor. However, there is not enough information to determine what these devices are and how they are utilized. As such, these instruments have not been included in this scope.
- The remaining instrumentation on this drawing are to be provided by the UV Disinfection manufacturer in their package. As such, these instruments have not been included in this scope.
- The remaining instruments on this drawing are provided by the Polymer Skid manufacturer in their package. As such, these instruments have not been included in this scope.
- The remaining instruments on this drawing are provided by the Blower manufacturer in their package. As such, these instruments have not been included in this scope.
- The remaining instruments on this drawing are either existing or being provided by the Polymer Skid manufacturer in their package. As such, these instruments have not been included in this scope.
- BL Technology has excluded the installation of the above referenced equipment. All process tubing, conduit, wire, CAT6, cabling (outside of factory instrument cables) and junction/termination boxes are provided by others. Any items (panels, instruments, networking equipment and etc.) not explicitly listed above, are not included as part of this scope of work and its associated price. The proposed price does not include taxes. Should this project require taxes, Inframark reserves the right to amend its price to include all applicable taxes. The proposed price is valid until June 6, 2025. Due to potential price increases, Inframark reserves to amend its price after this date.

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.



Request For Proposal Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

Yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Inframark, LLC
Contact Name and Title: Timothy Milberger, Regional Sales Manager
Contact Phone Number: 254-400-8002
Signature: Timothy Milberger

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety *(EMR & TRIR)*
(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)
Experience and Qualifications
(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements
(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

Weighting Value

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Prime Controls

PACKAGE NO.: BOPS-01.01

PACKAGE DESCRIPTION: SITEWIDE SCADA, INSTRUMENTATION & CONTROLS PACKAGE

PROPOSER'S COMPANY NAME: Prime Controls L.P.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Million Two Hundred Ninety Thousand Three Hundred Ninety-Two
In Figures: \$ 1,290,392.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 119,292.00	\$ 119,292.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 5,831.00	\$ 5,831.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 31,347.00	\$ 31,347.00
4	Division 1 - Mob/Demob	1	LS	\$ 50,842.00	\$ 50,842.00
5	Sitewide SCADA, Instrumentation & Controls	1	LS	\$ 1,063,726.00	\$ 1,063,726.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL				\$	1,271,038.00
6	Bonds	1		\$19,354.00	\$ 19,354.00
7	Taxes (non-permanent material)		N/A	\$	-
TOTAL BASE PROPOSAL PRICE				\$	1,290,392.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ -	N/A
2	Installation of Single Rotary Drum Thickener	1	LS	\$ -	N/A
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:		Duration Wks/Days			
Completion of Construction Activities (Substantial Completion)		102/720			
Final Completion		128/900			

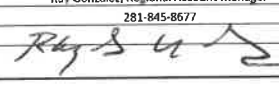
SECTION 4 - ADDENDA & BID CLARIFICATIONS			
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		Initial	Date
Addendum No. 1		RG	4/8/2025
Addendum No. 2			
Addendum No. 3			
Addendum No. 4			
Addendum No. 5			
Addendum No. 6			
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:		Initial	Date
Bid Clarification No. 1		RG	3/31/2025
Bid Clarification No. 2		RG	4/4/2025
Bid Clarification No. 3			
Bid Clarification No. 4			
Bid Clarification No. 5			
Bid Clarification No. 6			
SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS			
Please list all Assumptions & Clarifications below (Add additional line items as necessary)			
<p>Prime Controls has the following Exclusions:</p> <ol style="list-style-type: none"> Furnishing and installation of all electrical conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels. Furnishing of any flow conditioning devices that have not been identified or specified as a requirement to meet inadequate upstream straight runs or flow. Prime can provide a quote for such devices if it is deemed necessary in order to meet requirements once size and material have been provided. Furnishing and installation of all electrical power and specialty equipment including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, heat tracing, power monitor devices, etc. Physical installation of all required cable trays, cable connectors and cable ties not provided by Prime Controls. Furnishing and installation of any electrical control panels which are not specifically listed in A. Above such as LCPs, VCP, local control stations, etc. Physical installation of all Control Panels and related Enclosures. Mechanical installation of all in-line devices (flow meters, valves, etc.) Furnishing and installation of mechanical piping saddles/manifolds, flanges/process connections and valves required to connect instruments on. Disposal of removed or demolished material. Such material will be turned over to the prime contractor. Concrete housekeeping/equipment pads. All "Civil" work including building and vessel modifications, asphalt demolition, patching, concrete foundations, piers, etc. Furnishing and installation of Polymer Blending System - Dilution Water Pump Local Control Panel shown on the Tomball SWW Project P&ID Matrix. Furnishing and installation of Aerobic Digester Blower No.1 and No.2 Local Control Panels (LCP-BL-1410, LCP-BL-1420) shown on the Tomball SWW Project P&ID Matrix. Furnishing and installation of Autosampler shown drawing PI-14. Furnishing and installation of all Motor/Pump Instrument Devices (LSH's and TSH's) shown on the P&ID drawings. Furnishing and installation of FactoryTalk AssetCentre Asset Inventory Software Licensing Furnishing and installation of Parshall Flume per Spec Section 40 71 69. Furnishing, installation and terminations to all Vendor Supplied Equipment, Instrumentation and Control Panels which are not specifically listed in Scope of Work, as indicated on the drawings with * (Division 23, 26, 41, 43, 44, 46 & associated P&ID's) 			
SECTION 6 - ADDITIONAL TERMS AND PROVISIONS			
<p>This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.</p> <p>The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.</p>			
<p>WEBBER TERMS & CONDITIONS:</p> <p>Agreed to Webber Terms and Conditions (yes or no): <input checked="" type="checkbox"/> yes</p> <p><small>If NO: Please attach a Request for Modifications/Samples Subcontract Markup to this Bid</small></p>			
<p>Company Name: Prime Controls L.P.</p> <p>Contact Name and Title: Ray Gonzalez, Regional Account Manager</p> <p>Contact Phone Number: 281-845-8677</p> <p>Signature: </p>			
<p>Bid Evaluation Criteria:</p> <p>Description</p> <p>Cost Proposal</p> <p>Complete Bid Package Cost (Lowest Price/Evaluated Proposal Price) x Points Available = Score</p> <p>Technical Proposal</p> <p>Safety (EMR & TRIR) (Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)</p> <p>Experience and Qualifications (Provide Subcontractor Information Form, Project Approach and Schedule)</p> <p>Compliance with Proposal Terms and Conditions</p> <p>Conformance with Bid Package Requirements (Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</p>		<p>Weighting Value</p> <p>50 Points</p> <p>10 Points</p> <p>30 Points</p> <p>10 Points</p> <p>TOTAL 100 Points</p>	

Exhibit A.3 Basis of Allowances



Basis of GMP 2 Allowance Summary

Item	Type	Source (Location/Package)	Company	Item Description	Cost
1.01		BOP2-01.01	Webber Waterworks	Magnesium Hydroxide System Alternate	\$ 45,924.00
1.02		BOP3-01.01	Andrew Jordan Industrial	Magnesium Hydroxide System Alternate	\$ 3,800.00
				Allowance Total	\$ 49,724.00

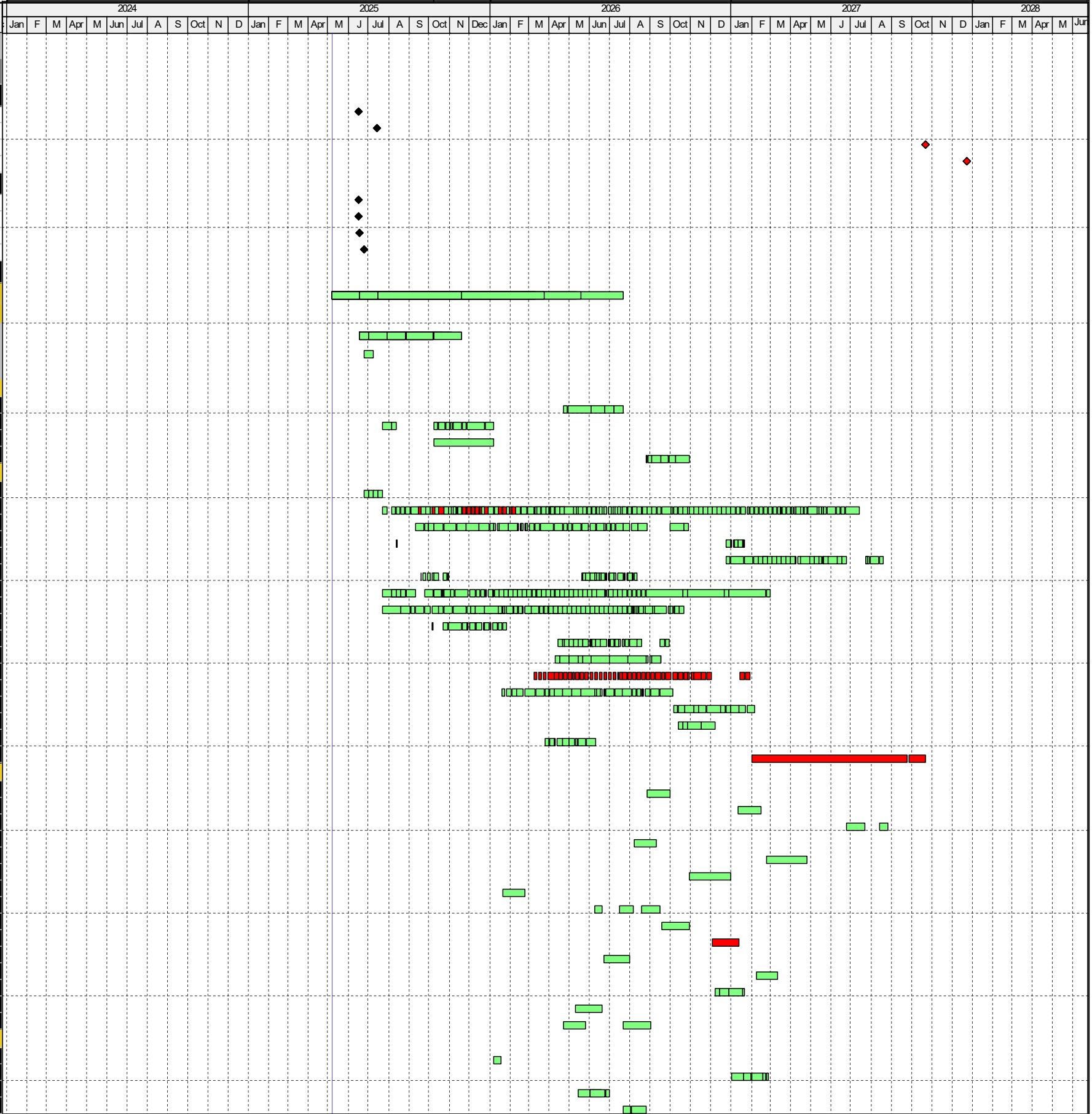
Section 2: Schedule



Exhibit B.1 Schedule Summary



Total		683	17-Feb-25A	23-Dec-27
Tomball - South WWTP Expansion - Preconstruction - LIVE		683	17-Feb-25A	23-Dec-27
Project Milestones		634	16-Jun-25	23-Dec-27
A9880	Council Approval	0		16-Jun-25
A9860	Final Design	0		14-Jul-25
A9890	Substantial Completion	0		22-Oct-27
A9900	Final Completion	0		23-Dec-27
GMP2 Proposal		7	16-Jun-25	25-Jun-25
A10060	Council Approval of GMP2	0	16-Jun-25	
A1630	Execute GMP2 Amendment	0	17-Jun-25	
A1640	GMP2 Construction Phase Notice to Proceed	0	18-Jun-25	
A10070	Preconstruction Conference	0	25-Jun-25	
Construction Phase		641	17-Feb-25A	22-Oct-27
Early Work Packages (EWP)		337	17-Feb-25A	21-Jul-26
Balance of Plant Packages (BOP)		590	18-Jun-25	22-Oct-27
Subcontracts Agreements and Submittals		110	18-Jun-25	18-Nov-25
Site Mobilization		10	25-Jun-25	08-Jul-25
Construction		585	25-Jun-25	22-Oct-27
BOP 1 - 01.01 - Commercial Package		320	23-Jul-25	29-Oct-26
MCC-D Building		65	22-Apr-26	21-Jul-26
Expansion of Administration Building		121	23-Jul-25	07-Jan-26
Coarse Screen Dumpster Building		60	08-Oct-25	06-Jan-26
Aeration Basin Blower Building		48	25-Aug-26	29-Oct-26
BOP 2 - 01.01 - Sitework and Process Facilities Package		585	25-Jun-25	22-Oct-27
Site Establishment		20	25-Jun-25	22-Jul-25
Yard Piping		495	23-Jul-25	13-Jul-27
Influent Lift Station		296	10-Sep-25	28-Oct-26
Lift Station No.2		378	12-Aug-25	21-Jan-27
Conversion of the existing influent lift station into a coarse screen structure		171	24-Dec-26	19-Aug-27
Headworks Improvements		233	19-Sep-25	11-Aug-26
Aeration Basin		401	23-Jul-25	01-Mar-27
Clarifier No.3 & 4		326	23-Jul-25	21-Oct-26
Splitter Box		81	06-Oct-25	26-Jan-26
RAS, WAS and Scum Pump Stations		121	14-Apr-26	29-Sep-26
Tertiary Filters		115	10-Apr-26	17-Sep-26
UV Disinfection System		235	09-Mar-26	29-Jan-27
Mechanical Thickener		186	19-Jan-26	05-Oct-26
Vacuum Truck Receiving Station		89	06-Oct-26	05-Feb-27
Natural Gas Generators		40	13-Oct-26	07-Dec-26
Dewatering Building (Replacement of Equipment)		54	25-Mar-26	09-Jun-26
Site Restoration		190	01-Feb-27	22-Oct-27
BOP 3 - 01.01 - Sitewide Electrical Package		418	20-Jan-26	26-Aug-27
Influent Lift Station		25	27-Aug-26	30-Sep-26
Lift Station No.2		25	12-Jan-27	15-Feb-27
Conversion of the existing influent lift station into a coarse screen structure		45	25-Jun-27	26-Aug-27
Headworks Improvements		25	07-Aug-26	10-Sep-26
Aeration Basin		45	23-Feb-27	26-Apr-27
Aeration Basin Blower Building		45	30-Oct-26	31-Dec-26
Splitter Box		25	20-Jan-26	23-Feb-26
RAS, WAS and Scum Pump Stations		72	08-Jun-26	15-Sep-26
Tertiary Filters		30	18-Sep-26	29-Oct-26
UV Disinfection System (including Parshall Fume)		30	03-Dec-26	13-Jan-27
Mechanical Thickener		30	22-Jun-26	31-Jul-26
Vacuum Truck Receiving Station		25	08-Feb-27	12-Mar-27
Natural Gas Generators		33	08-Dec-26	21-Jan-27
Dewatering Building (Replacement of Equipment)		30	11-May-26	19-Jun-26
MCC-D Building		95	22-Apr-26	01-Sep-26
BOP 4 - 01.01 - Sitewide HVAC Package		351	07-Jan-26	26-Feb-27
Coarse Screen Dumpster Building		10	07-Jan-26	17-Jan-26
Aeration Basin Blower Building		48	02-Jan-27	26-Feb-27
Dewatering Building		40	14-May-26	30-Jun-26
MCC-D Building		30	22-Jul-26	25-Aug-26



Remaining Level of Effort
 Actual Work
 Critical Remaining Work

Actual Level of Effort
 Remaining Work

Critical Mil...
 Remaining Milestone

Page 2 of 2

Data Date: 07-May-25

Date	Revision	Checked	Approved

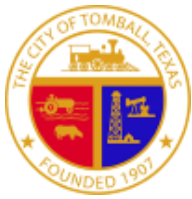
Page 156

Section 3: Contract Documents



Exhibit C.1 List of Plans

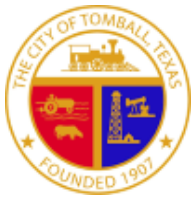




DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

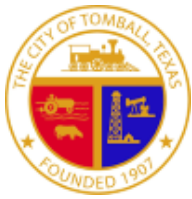
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
GENERAL					
G-1	COVER SHEET	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-2	INDEX SHEET I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-3	INDEX SHEET II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-4	INDEX SHEET III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-5	VICINITY AND PROJECT LOCATION MAPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-6	GENERAL NOTES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-7	STANDARD ABBREVIATIONS AND LEGEND I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-8	STANDARD ABBREVIATIONS AND LEGEND II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-9	EXISTING PROCESS FLOW DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-10	PROPOSED PROCESS FLOW DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-11	HYDRAULIC PROFILE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-S1	GENERAL NOTES I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-S2	GENERAL NOTES II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A1	GENERAL NOTES & SYMBOLS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A2	PARTITION SCHEDULE AND TAS REQUIREMENTS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A3	COARSE SCREEN DUMPSTER BUILDING LIFE SAFETY PLAN & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A4	AERATION BLOWER BUILDING LIFE SAFETY PLAN & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A5	ADMINISTRATION BUILDING LIFE SAFETY PLAN & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A6	MCC-D BUILDING LIFE SAFETY & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-H1	NOTES, SYMBOLS & ABBREVIATIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-P1	NOTES, SYMBOLS, DETAILS, & SCHEDULES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SITE CIVIL					
C-1	EXISTING SITE AND DEMOLITION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-2	PROPOSED OVERALL SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-3	ULTIMATE SITE UTILIZATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-4	SURVEY CONTROL MAP OVERALL	1	7/31/2024	3/13/2025	GMP2 ISSUED FOR BID
C-5	SURVEY CONTROL MAP SWING TIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-6	BORE LOCATION SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-7	OVERALL YARD PIPING PLAN	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
C-8	CONTROL POINTS AND YARD PIPING PLAN I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-9	CONTROL POINTS AND YARD PIPING PLAN II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-10	CONTROL POINTS AND YARD PIPING PLAN III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-11	CONTROL POINTS AND YARD PIPING PLAN IV	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
C-12	CONTROL POINTS AND YARD PIPING PLAN V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-13	CONTROL POINTS AND YARD PIPING PLAN VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-14	MAJOR YARD PIPING PROFILE I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-15	MAJOR YARD PIPING PROFILE II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-16	MAJOR YARD PIPING PROFILE III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-17	MAJOR YARD PIPING PROFILE IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-18	MAJOR YARD PIPING PROFILE V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-19	MAJOR YARD PIPING PROFILE VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-20	MAJOR YARD PIPING PROFILE VII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-21	MAJOR YARD PIPING PROFILE VIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-22	MAJOR YARD PIPING PROFILE IX	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-23	PIPE TRENCH DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-24	OVERALL PAVING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-25	DETAILED PAVING PLAN (1 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-26	DETAILED PAVING PLAN (2 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-27	DETAILED PAVING PLAN (3 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-28	DETAILED PAVING PLAN (4 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-29	OVERALL GRADING AND EROSION CONTROL PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-30	DETAILED GRADING PLAN (1 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-31	DETAILED GRADING PLAN (2 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-32	DETAILED GRADING PLAN (3 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

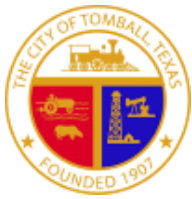
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
C-33	DETAILED GRADING PLAN (4 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-34	PAVING DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-35	CITY OF TOMBALL DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-36	HARRIS COUNTY FLOOD CONTROL DISTRICT OUTFALL AND RIPRAP DETAIL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
COARSE SCREEN					
CRS-M1	LIFT STATION DEMOLITION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M2	LIFT STATION DEMOLITION SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M3	COARSE SCREEN ISOMETRIC FRONT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M4	COARSE SCREEN ISOMETRIC BACK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M5	COARSE SCREEN UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M6	COARSE SCREEN SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M7	COARSE SCREEN SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S1	COARSE SCREEN SECTIONAL PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S2	COARSE SCREEN TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S3	COARSE SCREEN SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S4	COARSE SCREEN SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S5	COARSE SCREEN SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
COARSE SCREEN DUMPSTER BUILDING					
CDB-S1	COARSE SCREEN DUMPSTER BUILDING FOUNDATION AND ROOF FRAMING PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-S2	COARSE SCREEN DUMPSTER BUILDING BUILDING SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-S3	COARSE SCREEN DUMPSTER BUILDING BUILDING SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A1	COARSE SCREEN DUMPSTER BUILDING FLOOR, ROOF & REFLECTED CEILING PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A2	COARSE SCREEN DUMPSTER BUILDING ELEVATIONS AND SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A3	COARSE SCREEN DUMPSTER BUILDING WALL SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A4	COARSE SCREEN DUMPSTER BUILDING DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-H1	COARSE SCREEN DUMPSTER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-P1	COARSE DUMPSTER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
INFLUENT LIFT STATION					
ILS-M1	INFLUENT LIFT STATION ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M2	INFLUENT LIFT STATION UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M3	INFLUENT LIFT STATION LOWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M4	INFLUENT LIFT STATION SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M5	INFLUENT LIFT STATION SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M6	INFLUENT LIFT STATION MAGNESIUM HYDROXIDE DOSING SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S1	INFLUENT LIFT STATION SECTIONAL AND TOP PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S2	INFLUENT LIFT STATION CANOPY FRAMING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S3	INFLUENT LIFT STATIONS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S4	INFLUENT LIFT STATIONS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S5	INFLUENT LIFT STATIONS SECTIONS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S6	INFLUENT LIFT STATION SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HEADWORKS					
HDW-D1	HEADWORKS DEMOLITION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-D2	HEADWORKS DEMOLITION PLAN II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M1	HEADWORKS ISOMETRIC I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M2	HEADWORKS ISOMETRIC II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M3	HEADWORKS UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M4	HEADWORKS LOWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M5	HEADWORKS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M6	HEADWORKS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M7	HEADWORKS SECTIONS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S1	HEADWORKS FOUNDATION PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S2	HEADWORKS SECTIONAL PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S3	HEADWORKS TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S4	HEADWORKS ENLARGED PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S5	HEADWORKS SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

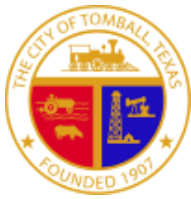
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
HDW-S6	HEADWORKS SECTIONS AND DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S7	HEADWORKS SECTIONS AND DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S8	HEADWORKS SECTIONS AND DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S9	HEADWORKS SECTIONS AND DETAILS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S10	HEADWORKS SECTIONS AND DETAILS VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HEADWORKS DUMPSTER CANOPY					
HDB-S1	HEADWORKS DUMPSTER CANOPY FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDB-S2	HEADWORKS DUMPSTER CANOPY ROOF FRAMING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDB-S3	HEADWORKS DUMPSTER CANOPY SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SPLITTER BOX					
SBX-M1	SPLITTER BOX ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-M2	SPLITTER BOX PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S1	SPLITTER BOX FOUNDATION AND TOP PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S2	SPLITTER BOX SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S3	SPLITTER BOX ELEVATION AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S4	SPLITTER BOX SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AERATION BASINS					
AER-M1	AERATION BASINS ISOMETRIC I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M2	AERATION BASINS ISOMETRIC II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M3	AERATION BASINS BASE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M4	AERATION BASINS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M5	AERATION BASINS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S1	AERATION BASINS FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S2	AERATION BASINS TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S3	AERATION BASINS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S4	AERATION BASINS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S5	AERATION BASINS SECTIONS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S6	AERATION BASINS SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S7	AERATION BASINS SECTIONS AND DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S8	AERATION BASINS SECTIONS AND DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S9	AERATION BASINS SECTIONS AND DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AERATION BASIN BLOWER BUILDING					
ABB-M1	AERATION BASIN BLOWER BUILDING ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-M2	AERATION BASIN BLOWER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-M3	AERATION BASIN BLOWER BUILDING SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-S1	AERATION BASIN BLOWER BUILDING FOUNDATION AND ROOF FRAMING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-S2	AERATION BASIN BLOWER BUILDING SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A1	AERATION BASIN BLOWER BUILDING FLOOR PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A2	AERATION BASIN BLOWER BUILDING REFLECTED CEILING & ROOF PLANS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A3	AERATION BASIN BLOWER BUILDING ELEVATIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A4	AERATION BASIN BLOWER BUILDING SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A5	AERATION BASIN BLOWER BUILDING WALL SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-H1	AERATION BASIN BLOWER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FINAL CLARIFIERS NO. 3 AND 4					
FNC-M1	FINAL CLARIFIERS ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M2	FINAL CLARIFIERS NO. 3 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M3	FINAL CLARIFIERS NO. 4 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M4	FINAL CLARIFIERS SECTION I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M5	FINAL CLARIFIERS SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-S1	FINAL CLARIFIERS NO. 3 & 4 SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-S2	FINAL CLARIFIERS NO. 3 & 4 SECTIONS AND DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SCUM PUMP STATION NO. 2					
SPS-M1	SCUM PUMP STATION NO. 2 ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SPS-M2	SCUM PUMP STATION NO. 2 FLOOR PLANS AND SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SPS-S1	SCUM PUMP STATION FOUNDATION AND TOP PLANS AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

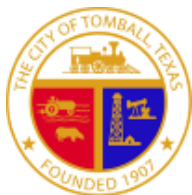
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
RAS/WAS PUMP STATIONS					
RPS-M1	RAS/WAS PUMP STATION NO. 1 ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M2	RAS/WAS PUMP STATION NO. 1 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M3	RAS/WAS PUMP STATION NO. 1 SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M4	RAS/WAS PUMP STATION NO. 2 ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M5	RAS/WAS PUMP STATION NO. 2 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M6	RAS/WAS PUMP STATION NO. 2 SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S1	RAS/WAS PUMP STATION NO. 1 FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S2	RAS/WAS PUMP STATION NO. 1 SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S3	RAS/WAS PUMP STATION NO. 2 FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S4	RAS/WAS PUMP STATION NO. 2 SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TERTIARY FILTERS					
FIL-M1	FILTERS ISOMETRIC FRONT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M2	FILTERS ISOMETRIC BACK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M3	FILTERS FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M4	FILTERS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M5	FILTERS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-S1	FILTERS FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-S2	FILTERS SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UV DISINFECTION					
UVD-M1	UV DISINFECTION ISOMETRIC FRONT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M2	UV DISINFECTION ISOMETRIC BACK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M3	UV DISINFECTION FLOOR PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M4	UV DISINFECTION SECTION I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M5	UV DISINFECTION SECTION II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S1	UV DISINFECTION OVERALL FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S2	UV DISINFECTION T/STRUCTURE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S3	UV DISINFECTION SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S4	UV DISINFECTION SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S5	UV DISINFECTION SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ROTARY DRUM THICKENERS					
TNR-D1	MECHANICAL THICKENER DEMOLITION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M1	THICKENER ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M2	THICKENER UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M3	THICKENER LOWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M4	THICKENER CEILING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M5	THICKENER SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M6	THICKENER SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M7	THICKENER TEMPORARY RELOCATION OF DIGESTER BLOWERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-S1	THICKENER FOUNDATION PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-S2	THICKENER TOP PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-S3	THICKENER SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DEWATERING BUILDING MODIFICATIONS					
DWB-D1	CENTRIFUGE DEMOLITION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M1	DEWATERING BUILDING CENTRIFUGE ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M2	DEWATERING BUILDING CENTRIFUGE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M3	DEWATERING BUILDING CENTRIFUGE SECTION I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M4	DEWATERING BUILDING CENTRIFUGE SECTION II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M5	DEWATERING BUILDING CENTRIFUGE SECTION III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M6	SLUDGE FEED PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-S1	DEWATERING BUILDING FOUNDATION PLAN & SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-H1	DEWATERING BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
VACUUM TRUCK RECEIVING STATION					
VRS-S1	VACUUM TRUCK RECEIVING STATION PLAN AND SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
VRS-S2	VACUUM TRUCK RECEIVING STATION SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

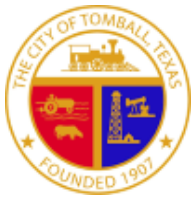
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
GENERATOR PAD					
GEN-S1	GENERATOR PAD FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
GEN-S2	GENERATOR PAD SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
MCC-D BUILDING					
MCD-S1	MCD-D BUILDING FOUNDATION PLAN & BUILDING SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-A1	MCD-D BUILDING FLOOR & ROOF PLANS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-A2	MCD-D BUILDING EXTERIOR ELEVATIONS & SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-A3	MCD-D BUILDING WALL SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-H1	MCD-D BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADMINISTRATION BUILDING					
ADB-S1	ADMINISTRATION BUILDING TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-S2	ADMINISTRATION BUILDING BUILDING SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-S3	ADMINISTRATION BUILDING SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A1	ADMINISTRATION BUILDING DEMOLITION PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A2	ADMINISTRATION BUILDING FLOOR PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A3	ADMINISTRATION BUILDING REFLECTED CEILING AND ROOF PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A4	ADMINISTRATION BUILDING EXTERIOR ELEVATIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A5	ADMINISTRATION BUILDING BUILDING SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A6	ADMINISTRATION BUILDING ARCHITECTURAL DETAILS I	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A7	ADMINISTRATION BUILDING ENLARGED PLAN AND ELEVATIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-H1	ADMINISTRATION BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-P1	ADMINISTRATION BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-P2	ADMINISTRATION BUILDING RISER DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PROCESS & INSTRUMENTATION DIAGRAMS					
PI-1	LEGEND I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-2	LEGEND II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-3	COARSE SCREEN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-4	LIFT STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-5	HEADWORKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-6	GRIT REMOVAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-7	AERATION BASIN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-8	BLOWER BUILDING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-9	EXISTING CLARIFIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-10	PROPOSED CLARIFIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-11	RAS/WAS PUMP STATION NO. 1	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-12	RAS/WAS PUMP STATION NO. 2	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-13	FILTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-14	UV DISINFECTION SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-15	ROTARY DRUM THICKENERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-16	AEROBIC DIGESTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-17	CENTRIFUGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-18	NON-POTABLE WATER SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-19	SOUTH WWTP EXPANSION GENERATOR	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-20	EXISTING HEADWORKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-21	SCADA ARCHITECTURE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ELECTRICAL					
E-1	LEGEND I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-2	LEGEND II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-3	DEMOLITION SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-4	SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-5	ADMINISTRATION BUILDING POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-6	ADMINISTRATION BUILDING LIGHTING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-7	COARSE SCREEN POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-8	COARSE SCREEN CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-9	INFLUENT LIFT STATION POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
E-10	INFLUENT LIFT STATION CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-11	INFLUENT LIFT STATION ELECTRICAL ROOM POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-12	INFLUENT LIFT STATION ELECTRICAL ROOM CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-13	HEADWORKS POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-14	HEADWORKS CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-15	AERATION BASIN BLOWER ELECTRICAL ROOM POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-16	AERATION BASIN BLOWER ELECTRICAL ROOM CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-17	AERATION BASIN BLOWER ELECTRICAL ROOM LIGHTING & RECEPTACLE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-18	AERATION BASIN BLOWER ROOM POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-19	AERATION BASIN BLOWER ROOM CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-20	AERATION BASIN BLOWER ROOM LIGHTING & RECEPTACLE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-21	AERATION BASIN POWER & LIGHTING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-22	AERATION BASIN CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-23	FINAL CLARIFIERS NO. 3 POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-24	FINAL CLARIFIERS NO. 4 POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-25	RAS/WAS PUMP STATION NO. 1 POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-26	RAS/WAS PUMP STATION NO. 1 CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-27	RAS/WAS PUMP STATION NO. 2 POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-28	RAS/WAS PUMP STATION NO. 2 CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-29	FILTERS POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-30	UV DISINFECTION POWER, CONTROLS, LIGHTING & RECEPTACLE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-31	MCCA & MCCB ELECTRICAL BUILDING POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-32	NONPOTABLE WATER POWER & CONTROLS PLAN	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
E-33	THICKENER UPPER POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-34	THICKENER LOWER POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-35	DEWATERING BUILDING CENTRIFUGE POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-36	SWG1 DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-37	MCCA DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-38	MCCB DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-39	MCCC DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-40	MCCD DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-41	MCCE DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-42	MCCF DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-43	DISTRIBUTION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-44	EXISTING MCC ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-45	EXISTING MCCF ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-46	PROPOSED MCCD ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-47	PROPOSED MCCE ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-48	PROPOSED MCCG ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-49	CONTROL SCHEMATICS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-50	CONTROL SCHEMATICS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-51	CONTROL SCHEMATICS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-52	CONTROL SCHEMATICS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-53	CONTROL SCHEMATICS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-54	INTERCONNECTION DIAGRAM I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-55	INTERCONNECTION DIAGRAM II	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
E-56	INTERCONNECTION DIAGRAM III	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
E-57	INTERCONNECTION DIAGRAM IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-58	INTERCONNECTION DIAGRAM V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-59	DUCT BANKDETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-60	DUCT BANKDETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-61	SCHEDULES I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-62	SCHEDULES II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-63	SCHEDULES III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-64	DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



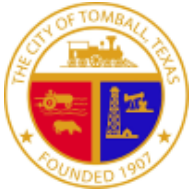
DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
E-65	DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-66	DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-67	DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
STANDARD DETAILS					
SD-M1	MECHANICAL DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M2	MECHANICAL DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M3	MECHANICAL DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M4	MECHANICAL DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M5	MECHANICAL DETAILS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M6	MECHANICAL DETAILS VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M7	MECHANICAL DETAILS VII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M8	MECHANICAL DETAILS VIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M9	MECHANICAL DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M10	MECHANICAL DETAILS X	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M11	MECHANICAL DETAILS XI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M12	MECHANICAL DETAILS XII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M13	MECHANICAL DETAILS XIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M14	MECHANICAL DETAILS XIV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M15	MECHANICAL DETAILS XV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M16	MECHANICAL DETAILS XVI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M17	MECHANICAL DETAILS XVII	1	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M18	MECHANICAL DETAILS XVIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M19	AIR AND NPW PIPE SUPPORTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S1	STANDARD DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S2	STANDARD DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S3	STANDARD DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S4	STANDARD DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S5	STANDARD DETAILS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-A1	DOOR & FRAME SCHEDULE	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-A2	FINISH SCHEDULES	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-A3	INSULATED METAL DETAILS I	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-H1	DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-H2	DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-H3	SCHEDULES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID

Exhibit C.2 List of Specifications

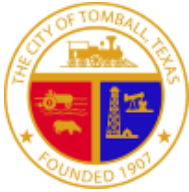




SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

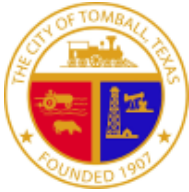
Number	Description	Rev	Issued Date	Received Date	Set
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS					
00 01 07	DESIGN PROFESSIONAL SEALS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 01 10	TABLE OF CONTENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 45 01	NONRESIDENT BIDDERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 45 02	NON-COLLUSION CERTIFICATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 45 04	STATE SALES TAX REQUIREMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 52 36	CMAR CONSTRUCTION PHASE AGREEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR625	CERTIFICATE OF SUBSTANTIAL COMPLETION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR626	NOTICE OF ACCEPTABILITY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR700	GENERAL CONDITIONS OF THE CMAR CONTRACT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR940	WORK CHANGE DIRECTIVE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR941	CHANGE ORDER	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR942	FIELD ORDER	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR943	CONTRACT AMENDMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 01 - GENERAL REQUIREMENTS					
01 11 00	SUMMARY OF WORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 23 10	ALTERNATES AND ALLOWANCES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 26 00	CHANGE MANAGEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 29 00	APPLICATION FOR PAYMENT PROCEDURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 29 01	MEASUREMENT AND BASIS FOR PAYMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 31 00	PROJECT MANAGEMENT AND COORDINATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 31 13	PROJECT ADMINISTRATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 31 13.13	FORMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 00	DOCUMENT MANAGEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 01	DOCUMENT REGISTER	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 02	SHOP DRAWINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 03	PRODUCT DATA	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 04	OPERATION AND MAINTENANCE DATA	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 05	CONSTRUCTION PROGRESS SCHEDULE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 06	GRAPHIC DOCUMENTATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 35 00	SPECIAL PROCEDURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 40 00	QUALITY MANAGEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
04 40 01	IBC SPECIAL INSPECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 57 00	TEMPORARY CONTROLS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 57 23	TEMPORARY STORMWATER POLLUTION CONTROL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 60 00	PRODUCT REQUIREMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 64 00	MANUFACTURER'S SERVICES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

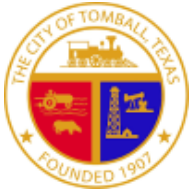
Number	Description	Rev	Issued Date	Received Date	Set
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 73 29	CUTTING AND PATCHING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 74 23	FINAL CLEANING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 75 00	STARTING AND ADJUSTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 78 36	WARRANTIES AND SERVICE AGREEMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 79 00	TRAINING OF OPERATION AND MAINTENANCE PERSONNEL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 02 - EXISTING CONDITIONS					
02 41 00	DEMOLITION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
02 96 00	TEMPORARY BYPASS PUMPING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 03 - CONCRETE					
03 11 00	CONCRETE FORMING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
03 21 00	REINFORCING STEEL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
03 30 00	CAST-IN-PLACE CONCRETE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 05 - METALS					
05 05 13	GALVANIZING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 50 00	METAL FABRICATIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 51 00	METAL STAIRS AND PLATFORMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 52 13	PIPE AND TUBING RAILINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 53 00	METAL GRATINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES					
06 10 00	ROUGH CARPENTRY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
06 16 00	SHEATHING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 07 - THERMAL AND MOISTURE PROTECTION					
07 21 00	THERMAL INSULATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
07 62 00	SHEET METAL FLASHING AND TRIM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
07 92 00	JOINT SEALANTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 08 - OPENINGS					
08 11 13	HOLLOW METAL DOORS AND FRAMES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 16 13	FIBERGLASS REINFORCED POLYESTER (FRP) DOORS & FRAMES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 31 13	ACCESS DOORS AND FRAMES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 33 23	OVERHEAD COILING DOORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 51 13	ALUMINUM WINDOWS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 71 00	DOOR HARDWARE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 80 00	GLAZING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 90 00	LOUVERS AND VENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

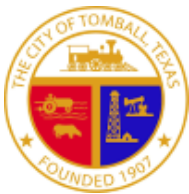
Number	Description	Rev	Issued Date	Received Date	Set
DIVISION 09 - FINISHES					
09 22 16	NON-STRUCTURAL METAL FRAMING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 29 00	GYPSUM BOARD	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 51 13	ACOUSTICAL PANEL CEILINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 65 13	RESILIENT BASE AND ACCESSORIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 91 00	PAINTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 96 00.01	HIGH PERFORMANCE COATINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 96 01	CONCRETE PROTECTIVE COATINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 10 - SPECIALTIES					
10 14 00	SIGNAGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
10 26 00	WALL AND DOOR PROTECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
10 44 01	FIRE EXTINGUISHERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
10 73 16.16	ALUMINUM CANOPY STRUCTURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 12 - FURNISHINGS					
12 36 61	STIMULATED STONE COUNTERTOPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 13 - SPECIAL CONSTRUCTION					
13 34 19	METAL BUILDING SYSTEMS	1	3/13/2025	3/13/2025	GMP2 - ADDENDUM NO.1
DIVISION 14 - CONVEYING EQUIPMENT					
14 95 00	WINCHES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 22 - PLUMBING					
22 00 01	PLUMBING SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING					
23 00 00	HEATING, VENTILATING, AND AIR CONDITIONING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 07 13	DUCT INSULATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 31 13	METAL DUCTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 33 00	AIR DUCT ACCESSORIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 34 23	HVAC POWER VENTILATORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 81 13	PACKAGED WALL-MOUNT AIR CONDITIONING UNITS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 81 26	SPLIT SYSTEM AIR-CONDITIONERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 26 - ELECTRICAL					
26 01 26	TESTING OF ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 19	LOW VOLTAGE POWER CONDUCTORS & CABLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 23	CONTROL-VOLTAGE ELECTRICAL POWER CABLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

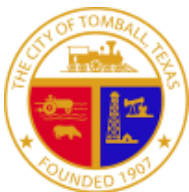
Number	Description	Rev	Issued Date	Received Date	Set
26 05 26	GROUNDING & BONDING FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 09 23	LIGHTING CONTROL DEVICES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 22 13	LOW VOLTAGE DISTRIBUTION TRANSFORMERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 13	SWITCHBOARDS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 16	PANELBOARDS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 16.01	DISTRIBUTION PANELBOARDS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 19	LOW VOLTAGE MOTOR CENTERS (MCCs)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 27 26	WIRING DEVICES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 29 13.19	INDUSTRIAL CONTROL PANELS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 29 23.11	VARIABLE FREQUENCY DRIVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 32 13	ENGINE GENERATORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 50 00	LIGHTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 31 - EARTHWORK					
31 05 13	SOILS FOR EARTHWORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 05 16	AGGREGATES FOR EARTHWORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 10	STRUCTURAL EXCAVATION AND BACKFILL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 23.24	FLOWABLE FILL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 33	TRENCHING AND BACKFILL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 36	TRENCH SAFETY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 64 50	CASSION FOR LIFT STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 73 00	CASSION GROUT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 33 - UTILITIES					
33 01 01	PLANT PIPING - GENERAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 01 02	PIPING SPECIALTIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 01 03	SUPPORTS AND HANGERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 01.02	DUCTILE IRON PIPE AND FITTINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 01.09	POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 01.13	SANITARY SEWER PIPE (PVC)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 05.31	HYDROSTATIC TESTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 16 13.18	TYPE 3 OPEN TOP [PRESTRESSED CONCRETE TANK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 31 13.13	FIBERGLASS (GLASS-FIBER-REINFORCED THERMOSETTING-RESING) GRAVITY SEWER PIPE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 39 13	SANITARY UTILITY SEWAGE MANHOLES, FRAMES AND COVERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 40 - PROCESS INTEGRATION					



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
40 05 23	STAINLESS STEEL PIPE AND FITTINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 43	MISCELLANEOUS VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 50	FABRICATED GATES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 61	GATE VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 62	ECCENTRIC PLUG VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 64	BUTTERFLY VALVES	1	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 65.23	SWING CHECK VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 78	AIR RELEASE AND AIR AND VACUUM VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 97	IDENTIFICATION FOR PROCESS PIPING AND EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 13	PROCESS CONTROL SYSTEM GENERAL PROVISIONS	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 61 21	PROCESS CONTROL SYSTEM TESTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 26	PROCESS CONTROL SYSTEM TRAINING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 93.01	INPUT/OUTPUT LIST	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96	PROCESS CONTROL DESCRIPTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.01	PROCESS CONTROL NARRATIVE - COARSE SCREENS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.02	PROCESS CONTROL NARRATIVE - LIFT STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.03	PROCESS CONTROL NARRATIVE - HEADWORKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.04	PROCESS CONTROL NARRATIVE - GRIT REMOVAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.05	PROCESS CONTROL NARRATIVE - AERATION BASINS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.06	PROCESS CONTROL NARRATIVE - SECONDARY CLARIFIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.07	PROCESS CONTROL NARRATIVE - RAS / WAS PUMP STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.08	PROCESS CONTROL NARRATIVE - FILTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.09	PROCESS CONTROL NARRATIVE - UV DISINFECTION SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.10	PROCESS CONTROL NARRATIVE - ROTARY DRUM THICKENERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.11	PROCESS CONTROL NARRATIVE - AEROBIC DIGESTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.12	PROCESS CONTROL NARRATIVE - CENTRIFUGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.13	PROCESS CONTROL NARRATIVE - GENERATORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.14	PROCESS CONTROL NARRATIVE - NPW SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 13	SERVER COMPUTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 16	OPERATOR WORKSTATION COMPUTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 43	LARGE DISPLAY SCREENS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 63	OPERATOR INTERFACE TERMINAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 63 43	PROGRAMMABLE LOGIC CONTROLLERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 66 13	SWITCHES AND ROUTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 66 19	MEDIA CONVERTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 66 33	METALLIC AND FIBER OPTIC COMMUNICATION CABLING AND CONNECTORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 67 00	CONTROL SYSTEM EQUIPMENT PANELS AND RACKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 67 23	CONTROL SYSTEM CONSOLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 68 13	PROCESS CONTROL HMI SOFTWARE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



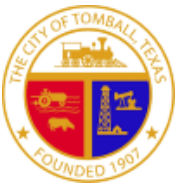
SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
40 68 63	CONFIGURATION OF HMI SOFTWARE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 70 00.01	INSTRUMENTATION LIST	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 71 13	MAGNETIC FLOW MEASUREMENT	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 71 66	TRANSIT TIME FLOW METERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 71 70	PARSHALL FLUME	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 71 76	THERMAL FLOW METERS	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 72 00	LEVEL MEASUREMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 72 76	LEVEL SWITCHES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 73 00	PRESSURE, STRAIN AND FORCE MEASUREMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 73 13	PRESSURE GAUGES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 75 43	DISSOLVED OXYGEN ANALYZERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 41 - MATERIAL PROCESSING & HANDLING EQUIPMENT					
41 22 13.19	DAVIT CRANES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
41 22 23.26	TROLLEY HOISTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING					
43 11 17	MULTI-STAGE CENTRIFUGAL BLOWERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
43 11 33	ROTARY LOBE POSITIVE DISPLACEMENT BLOWERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 44 - POLLUTION AND WAST CONTROL EQUIPMENT					
44 42 56.04	SOLIDS HANDLING SUBMERSIBLE PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 56.05	SUBMERSIBLE CHOPPER PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 56.13	PROGRESSING CAVITY PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 56.14	ROTARY LOBE PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 66.13	FRP WEIRS AND SCUM BAFFLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT					
46 21 13	CHAIN AND RAKE BAR SCREEN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 21 53	PERFORATED PLATE SCREENS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 21 73	SCREENINGS WASHING AND COMPACTING EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 23 23	VORTEX GRIT REMOVAL EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 33 33	POLYMER BLENDING AND FEED EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 41 23	SUBMERSIBLE MECHANICAL MIXERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 43 21	CIRCULAR CLARIFIER SLUDGE COLLECTORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 51 33	MEMBRANE DISC DIFFUSERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 61 41	AUTOMATIC BACKWASH DISC FILTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 66 56	UV DISINFECTION SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 71 33	ROTARY DRUM THICKENERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 76 33	DEWATERING CENTRIFUGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID

Exhibit C.3 Assumptions and Clarifications





GMP 2 Assumptions and Clarifications

Type	Source (Location/Package)	GMP 2 Description
General	General	Power cost for start-up, performance acceptance test, and temporary operation of the facilities is excluded. All construction power required build the new systems is included.
Sitework	General	After demolition, the existing influent lift station will be left in place and backfilled with excavated material.
Furniture	General	Any project-required office furniture is assumed to be provided and installed by Others and therefore not included in this Proposal.
General	General	CMAR Contingency can be used to account for cost of material increases encountered due to tariffs for Early Work and Balance of Plant Packages.
Process Equipment	General	Furnishing and installation of Magnesium Hydroxide Feed System to address levels of copper in the water is included as an allowance pending TCEQ decision.
Chemicals	General	First fill for chemicals is provided by the City.
General	General	Potable water during construction is provided by the City.
Sitework	General	Repair of paving in roadway will not be per TXDOT details.
Existing Conditions	BOP2-01.01	Sludge removal is based on 330,900 gallons/253 Wet Tons.
Sitework	BOP2-01.01	Per the geotechnical report, there is no dewatering required on site. Dewatering is excluded.
Sitework	BOP2-01.01	Excavated material will be used for backfill of all structures.
General	BOP2-01.01	Webber Waterworks has excluded any costs associated with 3rd party review of the project plans for permitting, materials testing & inspections, energy code inspections, or as might be required by governing authorities.
Piping	BOP2-01.01	Natural gas piping from the meter to the generators is included. All other natural gas piping is provided by the City.
Electrical	BOP2-01.01	Relocation of power poles for construction of influent FRP pipe is included. Other power poles will be relocated by CenterPoint Energy.
Electrical Material	BOP3-01.01	Electrical material prices will be based on the COMEX spot copper prices which indicates \$ 4.71 per pound based on today's market. Material prices are subject to an increase or decrease based on the application of the change in the copper price as of the dates of the purchase orders.
HVAC Material	BOP4-01.01	Type M Copper is included for condensate lines at the Administration Building.
HVAC Material	BOP4-01.01	Type L Copper is included for HVAC refrigerant lines.
HVAC Material	BOP4-01.01	PVC is included for all buried condensate drain lines.
HVAC Material	BOP4-01.01	All ductwork included is unlined.
Instrumentation	BOP5-01.01	The drawings do not call out any flow conditioning devices or piping as a requirement to meet inadequate upstream straight runs or flow, therefore is excluded.



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Approve a contract with Capital Underground Utilities, LLC for Project Number 2025-10003, Oak & Clayton Water Line, for a total contract amount not-to-exceed \$250,803 (Bid No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.

Background:

The Water Master Plan, completed in 2023, identified improvements to the City's water distribution system that would serve current and anticipated future water demands. The recommendations included construction of a water line to replace the existing 6-inch water line along Oak Street and 2-inch water line along Clayton Street due to deteriorating conditions of the existing lines and constant disruption of service to residents for repairs. The recommended line is sized to serve through 2024 peak hourly demand and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.

Council approved a design contract with Oller Engineering, Inc. on November 18, 2024 to design the new water line and oversee construction of the proposed construction, survey, and testing required. The project was included in the CIP plan to be constructed in four phases beginning FY 2025. To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Oller Engineering, Inc. office. Submissions were due on Thursday, May 15, 2025. Bids allowed bidders to submit pricing for the base bid for Clayton Street only, as well as an alternate bid for Clayton Street and Oak Street.

A total of six (6) submissions were received, and after a thorough review of all bids it was determined that Capital Underground Utilities, LLC was the lowest, most responsive bidder and most qualified contractor to complete the project for a total amount not-to-exceed \$250,803. The recommended award amount includes the entire project scope of Clayton and Oak Street due to favorable pricing submitted. Below is a breakdown of the current funding allocated for the project.

Oak & Clayton Water Line		
Project Element	Total Contract	Remaining Contract Amount
Engineering – OEI	\$140,000	\$54,033.85
Construction – Capital Underground	\$250,803	N/A
Project Budget \$1,160,000	Total Contracts & Estimates \$390,803	Remaining Funding \$769,197

Origination: Project Management

Recommendation:

Staff recommends approving a contract to Capital Underground Utilities, LLC for the construction of the Oak & Clayton Water Line for an amount not-to-exceed \$250,803.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

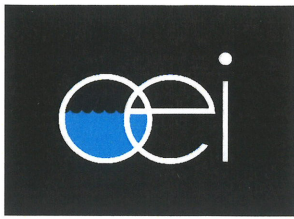
FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #400-613-6409 (262)

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Drew Huffman</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date



May 21, 2025

Mr. Drew Huffman
Public Works Director
City of Tomball
501 James Street
Tomball, Texas 77375

Re: City of Tomball - Oak and Clayton Water Line Replacement (CIP No. 2025-10003 and Bid No. 2025-14); Engineers Recommendation

Dear Mr. Huffman,

Based on the bids received on May 15, 2025, for the scope of work identified in the above-mentioned project, including reference check from two other engineering firms and three engineers who have worked with them in the past, it is our recommendation of Oller Engineering, Inc. that the City of Tomball award the project to Capital Underground Utilities, LLC for the base bid to construct the 8-inch water line along Clayton Street and Pine Street plus the (additive) alternate bid to construct the 12-inch C900 PVC water line along Oak Street at a total price of \$250,803.00

Oller Engineering Inc. has based their recommendation on information as provided in the bidder's bidding documents as well as through additional follow-up research and phone conversations and questioners received back from individuals listed on their current and previous work experience and reference sheet. Oller Engineering Inc. will continue to conduct reference checks for Capital Underground Utilities, LLC, specifically regarding projects that require(d) open cut placement of C900 PVC water lines and bores across roadways. All three reference checks we performed came back with positive comments which lead us to believe the contractor has the required qualifications to perform the work successfully.

Should the City have any questions or concerns regarding Oller Engineering Inc.'s recommendation, please do not hesitate to let myself or Mr. Oller know. A copy of the bid tabulation is attached.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Adam Valenzuela', is written over a light blue horizontal line.

Adam Valenzuela
Project Engineer, CFM
Oller Engineering, Inc.



Cc: Mrs. Meagan Mageo, Project Manager – City of Tomball
Mr. Rich Oller, P.E., Principal – Oller Engineering Inc.

Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OEI PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

PAGE: 1

Item	Description	Capital Underground Utilities, LLC	Underground Construction Solutions LLC	Faith Utilities LLC	Strayhorn Project Developments, LLC	Bull-G Construction Limited Liability Company	GM Vera's Construction
------	-------------	------------------------------------	--	---------------------	-------------------------------------	---	------------------------

Base Bid

B. Base Unit Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place. Not to exceed 5% of total bid. (Half paid out for mobilization and the other half for demobilization)	LS	1.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00	\$10,800.00	\$10,800.00	\$19,000.00	\$19,000.00
2	Traffic control plan	LS	1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$26,742.10	\$26,742.10
3	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$2,400.00	\$2,400.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$33,383.70	\$33,383.70
4	8-Inch C900 DR-18 PVC Water (Blue) Line, including related fittings, items and appurtenances, complete in place.	LF	1,100.00	\$51.00	\$56,100.00	\$50.00	\$55,000.00	\$56.00	\$61,600.00	\$50.00	\$55,000.00	\$70.00	\$77,000.00	\$89.10	\$98,010.00
5	8-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath roadway, with grout, complete in place.	LF	160.00	\$65.00	\$10,400.00	\$60.00	\$9,600.00	\$65.00	\$10,400.00	\$225.00	\$36,000.00	\$80.00	\$12,800.00	\$174.50	\$27,920.00
6	8-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath driveways, with grout, complete in place.	LF	180.00	\$65.00	\$11,700.00	\$60.00	\$10,800.00	\$65.00	\$11,700.00	\$225.00	\$40,500.00	\$90.00	\$16,200.00	\$174.50	\$31,410.00
7	8-Inch by 8-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Connection at Clayton St. and Poplar St.)	EA	1.00	\$4,400.00	\$4,400.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$7,865.40	\$7,865.40
8	8-Inch D.I. Tee, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Clayton St. and Pine St.)	EA	1.00	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,120.00	\$1,120.00
9	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box	EA	2.00	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$6,000.00	\$12,000.00	\$2,392.50	\$4,785.00
10	8-Inch D.I. 45-Degree Elbow, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	6.00	\$780.00	\$4,680.00	\$350.00	\$2,100.00	\$800.00	\$4,800.00	\$745.00	\$4,470.00	\$800.00	\$4,800.00	\$760.10	\$4,560.60
11	8-Inch by 8-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and Florence St.)	EA	1.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$7,865.80	\$7,865.80
12	12-Inch by 8-Inch S.S. Tapping Saddle and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and McPhail St.)	EA	1.00	\$5,300.00	\$5,300.00	\$7,000.00	\$7,000.00	\$5,900.00	\$5,900.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$7,890.20	\$7,890.20
13	8-Inch by 2-Inch S.S. Tapping Saddle and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	3.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$4,600.00	\$13,800.00	\$2,600.00	\$7,800.00	\$4,500.00	\$13,500.00	\$4,217.60	\$12,652.80
14	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	18.00	\$720.00	\$12,960.00	\$900.00	\$16,200.00	\$1,250.00	\$22,500.00	\$750.00	\$13,500.00	\$1,350.00	\$24,300.00	\$1,966.70	\$35,400.60
15	1" SDR U-Branch Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	1.00	\$720.00	\$720.00	\$1,100.00	\$1,100.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,111.90	\$2,111.90
16	Trench protection	LF	100.00	\$2.00	\$200.00	\$1.00	\$100.00	\$1.00	\$100.00	\$2.00	\$200.00	\$1.00	\$100.00	\$1.30	\$130.00
17	Tracer wire, including labor to install, complete in place.	LF	1,400.00	\$0.50	\$700.00	\$1.00	\$1,400.00	\$0.23	\$322.00	\$1.05	\$1,470.00	\$2.00	\$2,800.00	\$13.70	\$19,180.00
18	Concrete Sidewalk Repair	SY	6.80	\$250.00	\$1,700.00	\$100.00	\$680.00	\$150.00	\$1,020.00	\$175.00	\$1,190.00	\$100.00	\$680.00	\$461.90	\$3,140.92
19	Gravel Driveway Repair	SY	4.00	\$450.00	\$1,800.00	\$100.00	\$400.00	\$150.00	\$600.00	\$100.00	\$400.00	\$160.00	\$640.00	\$137.90	\$551.60
20	Asphalt Road Repair	SY	6.70	\$120.00	\$804.00	\$100.00	\$670.00	\$150.00	\$1,005.00	\$175.00	\$1,172.50	\$160.00	\$1,072.00	\$1,081.00	\$7,242.70
21	Sodding repaired around removed and new sidewalk installations, complete in place.	SY	76.00	\$12.00	\$912.00	\$100.00	\$7,600.00	\$10.00	\$760.00	\$30.00	\$2,280.00	\$6.00	\$456.00	\$28.80	\$2,188.80
22	Site Restoration to Pre-Existing Vegetative Conditions, in areas where the new line is open trenched shall have new sodd installed or hydro mulch seeded with approval from the City.	SY	377.00	\$12.00	\$4,524.00	\$50.00	\$18,850.00	\$8.00	\$3,016.00	\$30.00	\$11,310.00	\$30.00	\$11,310.00	\$65.40	\$24,655.80
23	SWPPP to Include Culvert Protection at Road Intersections, Street cleanup from Mud Tracking onto Road, Site Cleanup of Trash, Enclosed Area to Handle Concrete Washout, Complete in Place.	LS	1.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$8,000.00	\$8,000.00	\$19,381.00	\$19,381.00
Sub Totals					\$155,600.00		\$168,950.00		\$167,623.00		\$217,192.50		\$232,558.00		\$397,188.92

C. CASH ALLOWANCE TABLE		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Construction Contingencies	JOB	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Sub Totals					\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00

Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OEI PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

PAGE: 2

D. Additive Bid Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$16,795.10	\$16,795.10
2	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	2.00	\$720.00	\$1,440.00	\$1,000.00	\$2,000.00	\$1,250.00	\$2,500.00	\$750.00	\$1,500.00	\$1,350.00	\$2,700.00	\$2,012.70	\$4,025.40
3	12-Inch C900 DR-18 PVC Water (Blue) Line, including related fittings, items and appurtenances, complete in place. (Match Elevation of Existing 6-Inch Water line Being Replaced)	LF	300.00	\$85.00	\$25,500.00	\$80.00	\$24,000.00	\$89.00	\$26,700.00	\$80.00	\$24,000.00	\$120.00	\$36,000.00	\$108.50	\$32,550.00
4	12-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath roadway, with grout, complete in place.	LF	50.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$89.00	\$4,450.00	\$225.00	\$11,250.00	\$120.00	\$6,000.00	\$225.10	\$11,255.00
5	12-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath driveways, with grout, complete in place.	LF	60.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$89.00	\$5,340.00	\$225.00	\$13,500.00	\$120.00	\$7,200.00	\$225.10	\$13,506.00
6	Remove existing 6-Inch water line inbetween Florence St. and McPhail St., complete with disposal at a properly authorize disposal site, and capping existing 6-inch water line, including related appurtenances and materials, complete in place.	LF	400.00	\$9.00	\$3,600.00	\$10.00	\$4,000.00	\$15.00	\$6,000.00	\$25.00	\$10,000.00	\$40.00	\$16,000.00	\$34.20	\$13,680.00
7	12-Inch by 8-Inch D.I. Cross, MJ w/Steel and PVC MegaLug Restraints, including related appurtenances, complete in place. (Tie-In at intersection of Florence St. and Oak St.)	EA	1.00	\$3,500.00	\$3,500.00	\$350.00	\$350.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,833.50	\$1,833.50
8	12-Inch by 12-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, complete in place. (Tie-In at intersection of McPhail St. and Oak St.)	EA	1.00	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$8,900.00	\$8,900.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,650.90	\$11,650.90
9	12-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box.	EA	1.00	\$4,200.00	\$4,200.00	\$3,600.00	\$3,600.00	\$4,400.00	\$4,400.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00	\$4,245.30	\$4,245.30
10	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box	EA	1.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$2,266.20	\$2,266.20
11	Trench protection	LF	400.00	\$2.00	\$800.00	\$1.00	\$400.00	\$1.00	\$400.00	\$2.00	\$800.00	\$1.00	\$400.00	\$11.00	\$4,400.00
12	Tracer wire, including labor to install, complete in place.	LF	450.00	\$2.00	\$900.00	\$1.00	\$450.00	\$0.23	\$103.50	\$1.05	\$472.50	\$2.00	\$900.00	\$13.70	\$6,165.00
13	Concrete Sidewalk Repair	SY	1.90	\$450.00	\$855.00	\$100.00	\$190.00	\$150.00	\$285.00	\$175.00	\$332.50	\$160.00	\$304.00	\$1,535.50	\$2,917.45
14	Asphalt Road Repair	SY	13.90	\$120.00	\$1,668.00	\$100.00	\$1,390.00	\$150.00	\$2,085.00	\$175.00	\$2,432.50	\$160.00	\$2,224.00	\$872.70	\$12,130.53
15	Sodding repaired around removed and new sidewalk installations, complete in place.	SY	2.00	\$120.00	\$240.00	\$100.00	\$200.00	\$350.00	\$700.00	\$30.00	\$60.00	\$6.00	\$12.00	\$20.90	\$41.80
16	Site Restoration to Pre-Existing Vegetative Conditions, in areas where the new line is open trenched shall have new sodd installed or hydro mulch seeded with approval from the City.	SY	125.00	\$24.00	\$3,000.00	\$50.00	\$6,250.00	\$8.00	\$1,000.00	\$30.00	\$3,750.00	\$30.00	\$3,750.00	\$64.30	\$8,037.50
Sub Totals					\$70,203.00		\$67,130.00		\$68,963.50		\$88,997.50		\$101,490.00		\$145,499.68
Grand Total					\$250,803.00		\$261,080.00		\$261,586.50		\$331,190.00		\$359,048.00		\$567,688.60

Alternate Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OET PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

PAGE: 1

Item	Description	Capital Underground Utilities, LLC	Underground Construction Solutions LLC	Faith Utilities LLC	Strayhorn Project Developments, LLC	Bull-G Construction Limited Liability Company	GM Vera's Construction
------	-------------	------------------------------------	--	---------------------	-------------------------------------	---	------------------------

E. Alternate Base Bid Price Table

E. Alternate Base Bid Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place. Not to exceed 5% of total bid. (Half paid out for mobilization and the other half for demobilization)	LS	1.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00
2	10-Inch (DIPS) DR-9 HDPE Poly Black Line with Blue Strip, including related Molded Butt Fused including related appurtenances, complete in place.	LF	1,360.00	\$85.00	\$115,600.00	\$95.00	\$129,200.00	\$89.00	\$121,040.00	\$40.00	\$54,400.00	\$150.00	\$204,000.00	\$0.00	\$0.00
3	10-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused Tee, including related appurtenances, complete in place. (Intersection of Clayton St. and Pine St.)	EA	1.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,250.00	\$1,250.00	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
4	10-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused 45-Degree Elbow, including related appurtenances, complete in place.	EA	6.00	\$780.00	\$4,680.00	\$750.00	\$4,500.00	\$1,250.00	\$7,500.00	\$525.00	\$3,150.00	\$3,000.00	\$18,000.00	\$0.00	\$0.00
5	10-Inch x 8-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused Reducer, including related appurtenances, complete in place.	EA	3.00	\$930.00	\$2,790.00	\$750.00	\$2,250.00	\$1,250.00	\$3,750.00	\$420.00	\$1,260.00	\$3,000.00	\$9,000.00	\$0.00	\$0.00
6	8-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused MJ Adaptor Kit with Stainless Steel Inserts, including related appurtenances, restraining joints, complete in place.	EA	3.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$450.00	\$1,350.00	\$3,000.00	\$9,000.00	\$0.00	\$0.00
7	10-Inch x 1-Inch (DIPS) DR-9 HDPE Poly Black Electrofusion Branch Saddle For Service Connection or approved equal, including related appurtenances, complete in place.	EA	19.00	\$1,200.00	\$22,800.00	\$1,500.00	\$28,500.00	\$1,250.00	\$23,750.00	\$261.84	\$4,974.96	\$4,000.00	\$76,000.00	\$0.00	\$0.00
8	Traffic control plan	LS	1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00
9	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$4,500.00	\$4,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
10	8-Inch by 8-Inch D.I. Tapping Steeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Connection at Clayton St. and Poplar St.)	EA	1.00	\$5,200.00	\$5,200.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00
11	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	2.00	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$0.00	\$0.00
12	8-Inch by 8-Inch D.I. Tapping Steeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and Florence St.)	EA	1.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00
13	12-Inch by 8-Inch S.S. Tapping Saddle and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and McPhail St.)	EA	1.00	\$5,100.00	\$5,100.00	\$7,000.00	\$7,000.00	\$5,900.00	\$5,900.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
14	10-Inch by 2-Inch (DIPS) DR-9 HDPE Poly Black Electrofusion Branch Saddle or approved equal for distribution line, including related appurtenances, complete in place.	EA	3.00	\$350.00	\$1,050.00	\$1,800.00	\$5,400.00	\$4,600.00	\$13,800.00	\$261.84	\$785.52	\$5,000.00	\$15,000.00	\$0.00	\$0.00
15	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	18.00	\$540.00	\$9,720.00	\$1,500.00	\$27,000.00	\$1,200.00	\$21,600.00	\$750.00	\$13,500.00	\$2,500.00	\$45,000.00	\$0.00	\$0.00
16	1" SDR U-Branch Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	1.00	\$920.00	\$920.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
17	Trench protection	LF	100.00	\$2.00	\$200.00	\$1.00	\$100.00	\$10.00	\$1,000.00	\$2.00	\$200.00	\$1.00	\$100.00	\$0.00	\$0.00
18	Tracer wire, including labor to install, complete in place.	LF	1,200.00	\$1.00	\$1,200.00	\$1.00	\$1,200.00	\$0.23	\$276.00	\$1.05	\$1,260.00	\$2.00	\$2,400.00	\$0.00	\$0.00
19	Site Restoration to Pre-Existing Vegetative Conditions, in the areas where the bores will take place. Placement of new sodd shall be installed, complete in place.	SY	50.00	\$65.00	\$3,250.00	\$50.00	\$2,500.00	\$10.00	\$500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$0.00	\$0.00
20	SWPPP to Include Culvert Protection at Road Intersections, Street cleanup from Mud Tracking onto Road, Site Cleanup of Trash, Enclosed Area to Handle Concrete Washout, Complete-in- Place.	SY	6.00	\$210.00	\$1,260.00	\$100.00	\$600.00	\$150.00	\$900.00	\$175.00	\$1,050.00	\$160.00	\$960.00	\$0.00	\$0.00
21		LS	1.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
Sub Totals					\$212,170.00		\$249,100.00		\$240,716.00		\$125,430.48		\$450,960.00		\$0.00

F. Cash Allowance Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Construction Contingencies	Job	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Sub Totals					\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00

Alternate Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OEI PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

PAGE: 2

G. Additive Alternate Bid Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
2	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	2.00	\$920.00	\$1,840.00	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$3,000.00	\$6,000.00	\$0.00	\$0.00
3	14-Inch (DIPS) DR-9 HDPE Poly Black Line with Blue Strip, including related Molded Butt Fused including related appurtenances, complete in place.	LF	410.00	\$120.00	\$49,200.00	\$150.00	\$61,500.00	\$125.00	\$51,250.00	\$90.00	\$36,900.00	\$180.00	\$73,800.00	\$0.00	\$0.00
4	14-Inch x 12-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused Reducer, including related appurtenances, complete in place.	EA	2.00	\$1,250.00	\$2,500.00	\$750.00	\$1,500.00	\$1,250.00	\$2,500.00	\$1,185.00	\$2,370.00	\$4,000.00	\$8,000.00	\$0.00	\$0.00
5	12-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused MJ Adaptor Kit with Stainless Steel Inserts, including related appurtenances, restraining joints, complete in place.	EA	2.00	\$1,250.00	\$2,500.00	\$2,200.00	\$4,400.00	\$1,250.00	\$2,500.00	\$625.00	\$1,250.00	\$3,500.00	\$7,000.00	\$0.00	\$0.00
6	14-Inch x 1-Inch (DIPS) DR-9 HDPE Poly Black Electrofusion Branch Saddle For Service Connection or approved equal, including related appurtenances, complete in place.	EA	2.00	\$350.00	\$700.00	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00	\$105.00	\$210.00	\$3,000.00	\$6,000.00	\$0.00	\$0.00
7	12-Inch by 8-Inch D.I. Cross, MJ w/Steel and PVC MegaLug Restraints, including related appurtenances, complete in place. (Tie-In at intersection of Florence St. and Oak St.)	EA	1.00	\$3,500.00	\$3,500.00	\$750.00	\$750.00	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
8	12-Inch by 12-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, complete in place. (Tie-In at intersection of McPhail St. and Oak St.)	EA	1.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$8,900.00	\$8,900.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
9	12-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box.	EA	1.00	\$4,400.00	\$4,400.00	\$3,600.00	\$3,600.00	\$4,400.00	\$4,400.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
10	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	1.00	\$2,600.00	\$2,600.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
11	Trench protection	LF	35.00	\$23.00	\$805.00	\$1.00	\$35.00	\$100.00	\$3,500.00	\$2.00	\$70.00	\$1.00	\$35.00	\$0.00	\$0.00
12	Tracer wire, including labor to install, complete in place.	LF	450.00	\$2.00	\$900.00	\$1.00	\$450.00	\$0.23	\$103.50	\$1.05	\$472.50	\$2.00	\$900.00	\$0.00	\$0.00
13	Asphalt Road Repair	SY	13.90	\$120.00	\$1,668.00	\$100.00	\$1,390.00	\$150.00	\$2,085.00	\$175.00	\$2,432.50	\$160.00	\$2,224.00	\$0.00	\$0.00
14	Remove existing 6-Inch water line inbetween Florence St. and McPhail St., complete with disposal at a properly authorize disposal site, and capping existing 6-inch water line, including related appurtenances and materials, complete in place.	LF	400.00	\$12.00	\$4,800.00	\$10.00	\$4,000.00	\$150.00	\$60,000.00	\$25.00	\$10,000.00	\$30.00	\$12,000.00	\$0.00	\$0.00
15	Site Restoration to Pre-Existing Vegetative Conditions, in the areas where the bores will take place. Placement of new sodd shall be installed, complete in place.	SY	40.00	\$120.00	\$4,800.00	\$50.00	\$2,000.00	\$100.00	\$4,000.00	\$30.00	\$1,200.00	\$30.00	\$1,200.00	\$0.00	\$0.00
Sub Totals					\$91,213.00		\$99,925.00		\$149,388.50		\$77,305.00		\$144,159.00		\$0.00
Grand Total					\$328,383.00		\$374,025.00		\$415,104.50		\$227,735.48		\$620,119.00		\$25,000.00

City of Tomball
Oak and Clayton Water Line Replacement
Project No. 2025-10003

AGREEMENT

Document 00520

AGREEMENT

Project: Oak and Clayton Water Line Replacement

Project Location: Clayton St. and Poplar St. (Key Map No. [C001])

Project Bid No: 2025-14

E&P Project No: 2025-10003

The City: The City of Tomball, County of Harris, Texas (the "City")
and

Contractor: Capital Underground Utilities, LLC

(Address for Written Notice) _____
918 Tassell St Houston, TX 77076

Fax Number: _____

City Engineer is: _____

(Address for Written Notice) _____

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within **120** days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by

00520-1
06-16-2011

the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3
CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$250,803.00, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Alternate (Additive) Base Bid for Installation of 12-Inch Water Line Along Oak Street and all related appurtenances to complete in place.

ARTICLE 4
PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [___] 10th, [___] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage). For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
- b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over

\$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5

CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto.

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

6.3 Contractor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

6.4 In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the company covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the contractor is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 03 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated 05/10/25

Addendum No. 2, dated 05/13/25

Addendum No. 3, dated

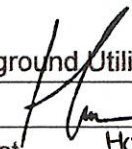
7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form - Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

**ARTICLE 8
SIGNATURES**

8.1 This Agreement is executed in two originals and is effective on 06/05/2025.

CONTRACTOR:


By: Capital Underground Utilities, LLC
Name: 
Title: President Horacio Luna
Date: 06/05/2025
Tax Identification Number: 92-0578615

(If Joint Venture)

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: 
Hugo Salazar
Project Manager

Date: 06/05/2025

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

ATTEST/SEAL:

Date: _____

[SEAL]

Attest: _____
City Secretary

City of Tomball
Oak and Clayton Water Line Replacement
Project No. 2025-10003

AGREEMENT

Date: _____

END OF DOCUMENT

00520-7
06-16-2011

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Consideration to approve Resolution 2025-22, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District Improvement Area Three (IA#3); Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.

Background:

Resolution 2025-22 accepts the Preliminary Service and Assessment Plan for the Wood Leaf Reserve Public Improvement District (PID 11), Improvement Area Three (IA#3) and sets the date for the Public Hearing on the proposed levy of assessments for July 21, 2025.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2025-22 and calling for the Public Hearing on July 21, 2025.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

RESOLUTION NO. 2025-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, ACCEPTING THE PRELIMINARY SERVICE
AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS
WITHIN IMPROVEMENT AREA #3 OF THE WOOD LEAF
RESERVE PUBLIC IMPROVEMENT DISTRICT; SETTING A
DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF
ASSESSMENTS; AUTHORIZING THE PUBLICATION AND
MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS
RELATING THERETO.**

* * * * *

WHEREAS, the City Council (the “City Council”) of the City of Tomball, Texas (the “City”) received a petition (the “Petition”) requesting creation of a public improvement district (the “PID”) under Chapter 372 of the Texas Local Government Code (the “Act”), from the record owners of taxable real property representing more than fifty percent (“50%”) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Harris County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 25, 2020; and

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

WHEREAS, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on January 18, 2021 (the " Creation Resolution") and published the Creation Resolution as authorized by the Act; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an "Improvement Area"); and

WHEREAS, the City has previously levied assessments on property within Improvement Area #1 and Improvement Area #2 of the District for certain public improvement benefitting Improvement Area #1 and Improvement Area #2; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Amended and Restated Service and Assessment Plan (the "Preliminary Plan"), for the levy of assessments for certain public improvements (the "Improvements") that benefit Improvement Area #3 within the District (the "Assessments") such Preliminary Plan attached hereto as Exhibit B, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Improvements within the District; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the cost of an Improvements to be assessed against property within Improvement Area #3 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area #3 of the District because of the Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the Improvement Area #3 of the District that states the assessment for the Improvements against each parcel of land within Improvement Area #3 of the District (the "Assessment Roll") and such Assessment Roll is attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Improvements, the City Council notes that the Preliminary Plan and proposed Assessment Roll may be changed as the City Council deems

appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council;
and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #3 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of Assessments against such property in Improvement Area #3 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act;

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the “Public Hearing”) for 6:00 p.m. on July 21, 2025 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law), to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll with such amendments to the Assessments on any parcel as the City Council deems necessary, as the Service and Assessment Plan (the “Final Plan”) and final Assessment Roll (the “Final Roll”) for Improvement Area #3 of the District. After all objections made at such hearing have been heard, the City Council may (i) levy the Assessments as special assessments against each parcel of property in Improvement Area #3 of the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the Assessments; and (iii) provide that Assessments be paid in

periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an Assessment in the proposed Final Roll as reflected on the tax rolls of the Harris County Appraisal District. All residents and property owners within Improvement Area #3 of the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the Assessments, purpose of the Assessments, special benefit of the Assessments, and the costs of collection and the penalties and interest on delinquent Assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed Assessments, the City Council must hear and pass on any objection to a proposed Assessment. The City Council may amend a proposed Assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearing substantially in the form attached as Exhibit A. Such publication shall occur before the 10th day before the date of the Public Hearing.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for Improvement Area #3 of the District and the levy of the proposed Assessments, including costs of collection, penalties and interest on delinquent Assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Plan and the proposed Assessment Roll and the levy of the proposed Assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed Assessment on any parcel in Improvement Area #3 of the District. After all objections, if any, have been heard and passed upon, the City may (i) levy the Assessments as

special assessments against each parcel of property in Improvement Area #3 of the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the Assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Roll. The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the July 21, 2025 meeting of the City Council.

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2025.

Lori Klein-Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

Wood Leaf Reserve Public Improvement District

2025 PRELIMINARY AMENDED & RESTATED SERVICE AND
ASSESSMENT PLAN

JUNE 16, 2025



TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	5
Section II: The District	13
Section III: Authorized Improvements	13
Section IV: Service Plan	18
Section V: Assessment Plan	18
Section VI: Terms of the Assessments	22
Section VII: Assessment Roll	27
Section VIII: Additional Provisions	28
List of Exhibits	30
Appendices.....	31
Exhibit A-1 – District Boundary map	32
Exhibit A-2 – Map of Improvement Areas	33
Exhibit B-1 – Project Costs	34
Exhibit B-2 – Apportionment of Costs	35
Exhibit C – Service Plan	36
Exhibit D – Sources and Uses of Funds	37
Exhibit E – Maximum Assessment and Tax Rate Equivalent	38
Exhibit F-1 – Improvement Area #1 Assessment Roll	39
Exhibit F-2 – Improvement Area #1 Total Annual Installments.....	43
Exhibit G-1 – Improvement Area #2 Assessment Roll	44
Exhibit G-2 – Improvement Area #2 Total Annual Installments	47
Exhibit H-1 - Improvement Area #3 Assessment Roll	48
Exhibit H-2 - Improvement Area #3 Total Annual Installments.....	49
Exhibit I-1 – Maps of Improvement Area #1 Improvements	50
Exhibit I-2 – Maps of Major Improvements.....	55
Exhibit I-3 – Maps of Improvement Area #2 Improvements	58
Exhibit I-4 – Maps of Improvement Area #3 Improvements	63
Exhibit J – Notice of PID Assessment Lien Termination.....	68
Exhibit K-1 – Debt Service Schedule for Improvement Area #1 Bonds	71

Exhibit K-2 – Debt Service Schedule for Improvement Area #2 Bonds	72
Exhibit K-3 - Debt Service Schedule for Improvement Area #3 Bonds	73
Exhibit L-1 – District Boundary Description	74
Exhibit L-2 – Improvement Area #1 Boundary Description	77
Exhibit L-3 – Improvement Area #2 Boundary Description	80
Exhibit L-4 - Improvement Area #3 Boundary Description	83
Exhibit M-1 – IMprovement Area #1 Final Plat	85
Exhibit M-2 – Improvement Area #2 Final Plat.....	88
Exhibit M-3 - Improvement Area #3 Final Plat	90
Appendix A – Improvement Area #3 Engineer’s Report.....	92
Appendix B – Buyer Disclosures.....	115
Wood Leaf Reserve Public Improvement District – Improvement Area #1 - Buyer Disclosure Lot Type 1.....	116
Wood Leaf Reserve Public Improvement District – Improvement Area #1 - Buyer Disclosure Lot Type 2.....	122
Wood Leaf Reserve Public Improvement District - Improvement Area #2 - Buyer Disclosure Lot Type 3.....	128
Wood Leaf Reserve Public Improvement District - Improvement Area #2 - Buyer Disclosure Lot Type 4.....	134
Wood Leaf Reserve Public Improvement District - Improvement Area #3 - Buyer Disclosure Lot Type 5.....	140
Wood Leaf Reserve Public Improvement District - Improvement Area #3 - Buyer Disclosure Lot Type 6.....	146
Wood Leaf Reserve Public Improvement District - Improvement Area #3 - Buyer Disclosure Initial parcel	152

INTRODUCTION

Capitalized terms used in this 2025 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2025 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2025 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes.

On January 18, 2021, the City passed and approved Resolution No. 2021-04 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On September 19, 2022, the City Council approved the 2022 Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 of the District and approved the Improvement Area #1 Assessment Roll.

On August 7, 2023, the City Council approved the 2023 Service and Assessment Plan Update for the District. The 2023 Service and Assessment Plan updated the Improvement Area #1 Assessment Roll for 2023.

On July 1, 2024, the City Council approved the 2024 Amended and Restated Service and Assessment Plan Update for the District by adopting the 2024 Assessment Ordinance, which amended and restated the 2022 Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Bonds, and (3) updating the Improvement Area #1 Assessment Roll.

On _____, 2025, the City Council approved this 2025 Amended and Restated Service and Assessment Plan Update for the District by adopting the 2025 Assessment Ordinance, which amended and restated the 2024 Amended and Restated Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 90.54 acres, which at the time of the initial assessment levy will be within the corporate limits of the City, as described legally by metes and bounds on **Exhibit L-1** and as depicted by the map on **Exhibit A-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit F-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit G-1**. The Improvement Area #3 Assessment Roll is contained in **Exhibit H-1**.

SECTION I: DEFINITIONS

“2022 Assessment Ordinance” means Ordinance No. 2022-31, approved and adopted by the City Council on September 19, 2022, which levied the Improvement Area #1 Assessment against Improvement Area #1 Assessed Property.

“2022 Service and Assessment Plan” means the Wood Leaf Reserve Public Improvement District Service and Assessment Plan approved by City Council on September 19, 2022, which approved the levy of Improvement Area #1 Assessments against Improvement Area #1 Assessed Property and approved the Improvement Area #1 Assessment Roll.

“2023 Service and Assessment Plan Update” means the Service and Assessment Plan Update adopted by the City Council on August 7, 2023.

“2024 Assessment Ordinance” means Ordinance No. 2024-18, approved and adopted by the City Council on July 1, 2024, which levied the Improvement Area #2 Assessment against Improvement Area #2 Assessed Property.

“2024 Amended and Restated Service and Assessment Plan” means the 2024 Amended and Restated Service and Assessment Plan Update for the District which amended and restated the 2022 Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Bonds, and (3) updating the Improvement Area #1 Assessment Roll.

“2025 Assessment Ordinance” means Ordinance No. 2025-____, approved and adopted by the City Council on _____, 2025, which levied the Improvement Area #3 Assessment against Improvement Area #3 Assessed Property.

“Actual Costs” mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2025 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the

Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act.

“Administrator” means the City, or the person or firm designated by the City who shall have the responsibility provided in this 2025 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted annual costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2025 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Annual Service Plan Update” means an update to any Service and Assessment Plan, including this 2025 Amended and Restated Service and Assessment Plan, prepared no less frequently than annually by the Administrator and approved by the City Council.

“Apportionment of Costs” means an amount allocated by this 2025 Amended and Restated Service and Assessment Plan to a Parcel within the District for Authorized Improvement costs, other than Non-Benefited Property and Non-Assessed Property, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessed Property” means any Parcel within the District against which an Assessment is levied and does not include Non-Benefited Parcels.

“Assessment” means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means one or more ordinance(s), adopted by the City Council in accordance with the PID Act that levies an Assessment.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, Improvement Area #2 Assessment Roll, and the Improvement Area #3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including Bond Issuance Costs, as described in **Section III**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Tomball, Texas.

“City Council” means the governing body of the City.

“County” means Harris County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2025 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law but excluding amounts representing interest and penalty interest.

“Developer” means Chesmar Homes, LLC, a Texas limited liability corporation and any successor developer of property in the District or any portion thereof.

“Development Agreement” means that certain Wood Leaf Reserve Development Agreement between the City and the Developer effective January 18, 2021, as may be amended.

“District” means the Wood Leaf Reserve Public Improvement District containing approximately 90.54 acres located within the City as shown on **Exhibit A-1** and more specifically described on **Exhibit L-1**.

“District Formation Expenses” means costs incurred in the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property with fully constructed buildings, as provided by the Developer, and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and Improvement Area #3 that is specifically defined and designated as a phase of the District.

“Improvement Area #1” means the first area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-2**, consisting of approximately 33.414 acres.

“Improvement Area #1 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

“Improvement Area #1 Annual Installment” means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the assessment roll for Improvement Area #1 Assessed Property included as **Exhibit F-1**.

“Improvement Area #1 Authorized Improvements” means the Improvement Area #1 Projects, District Formation Expenses, First Year Annual Collection Costs, and Bond Issuance Costs relating to the Improvement Area #1 2022 Bonds.

“Improvement Area #1 Improvements” means those certain Authorized Improvements that only benefit Improvement Area #1 as further described in **Section III.C** and as depicted on **Exhibit I-1**.

“Improvement Area #1 Projects” means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #2” means the second area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-3**, consisting of approximately 18.02 acres.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the Improvement Area #2 Bonds, as shown on **Exhibit G-2**.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means the Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #2 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2024 (Wood Leaf Reserve Public Improvement District Improvement Area #2 Projects)”, that are secured by Improvement Area #2 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #2 as further described in **Section III.C** and as depicted on **Exhibit I-3**.

“Improvement Area #2 Projects” means collectively, (1) the Improvement Area #2 Improvements; (2) Improvement Area #2’s share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

“Improvement Area #3” means the third area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-4**, consisting of approximately 39.106 acres.

“Improvement Area #3 Annual Installment” means the Annual Installment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #3; and (4) Additional Interest related to the Improvement Area #3 Bonds, as shown on **Exhibit H-2**.

“Improvement Area #3 Assessed Property” means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

“Improvement Area #3 Assessment” means the Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #3 Assessment Roll” means the Assessment Roll for the Improvement Area #3 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #3 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

“Improvement Area #3 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2025 (Wood Leaf Reserve Public Improvement District Improvement Area #3 Projects)”, that are secured by Improvement Area #3 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

“Improvement Area #3 Improvements” means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property as further described in **Section III.C** and depicted on **Exhibit H-4**.

“Improvement Area #3 Initial Parcel” means the all property located within Improvement Area #3, which is described on **Exhibit L-4**, and generally depicted on **Exhibit A-2**, against which the entire Improvement Area #3 Assessment is levied as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-2**.

“Improvement Area #3 Projects” means collectively, (1) the Improvement Area #3 Improvements; (2) Improvement Area #3’s share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #3 Bonds.

“Indenture” means one or more Indenture(s) of Trust entered into in connection with the issuance of PID Bonds, as amended from time to time, between the City and a Bond Trustee setting forth terms and conditions related to a series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E**.

“Lot Type 1” means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

“Lot Type 2” means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

“Lot Type 3” means a Lot within Improvement Area #2 marketed to homebuilders as a 40’ Lot, with an Estimated Buildout Value of \$361,300 as of the date of adoption of the 2024 Amended and Restated Service and Assessment Plan.

“Lot Type 4” means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$398,000 as of the date of adoption of the 2024 Amended and Restated Service and Assessment Plan.

“Lot Type 5” means a single family residential Lot within Improvement Area #3 marketed to homebuilders as a 40’ Lot.

“Lot Type 6” means a single family residential Lot within Improvement Area #3 marketed to homebuilders as a 50’ Lot.

“Major Improvements” means those Authorized Improvements described in **Section III.B** that benefit all areas within the District.

“Maximum Assessment” means, for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Owner” means the person in whom is vested the ownership, dominion, or title of property.

“Parcel(s)” means a specific property within the District identified by either a tax map parcel identification number assigned by the Harris Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments. This term is used in this 2025 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, (2) the Improvement Area #2 Bonds, and (3) the Improvement Area #3 Bonds, including any bonds issued to refund these bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest, and Annual Collection Costs, to the date of Prepayment.

“Reimbursement Agreement” means any reimbursement agreement between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

“Service Plan” means the plan described in **Section IV** and covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means a trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 90.54 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit L-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 290 single-family homes.

Improvement Area #1 includes approximately 33.414 acres as described on **Exhibit L-2** and as depicted on **Exhibit A-2**. Improvement Area #1 contains 123 single-family homes.

Improvement Area #2 includes approximately 18.02 acres as described on **Exhibit L-3** and as depicted on **Exhibit A-2**. Improvement Area #2 contains 81 single-family homes.

Improvement Area #3 includes approximately 39.106 acres, as described on **Exhibit L-4**, and as depicted on **Exhibit A-2**. Development of Improvement Area #3 is anticipated to contain 87 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs described below are the costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Improvement Area #1 Improvements

All Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to

be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention & Drainage*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

B. Major Improvements

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage and Detention*

Include clearing and grubbing, detention excavation, and reinforced concrete piping into existing M121 channel.

- *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, and District Formation Expenses.

C. Improvement Area #2 Improvements

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #2.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2.

- *Drainage and Detention*

Improvements including earthen and concrete lined channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, a bypass channel, and testing as well as all related earthwork, excavation, clearing, grading and erosion control necessary to provide storm water. The storm drainage improvements will manage storm drainage for the Lots within Improvement Area #2.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

D. Improvement Area #3 Improvements

All Improvement Area #3 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage and Detention*

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #3 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

E. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

F. Other Costs

- *Deposit to Administrative Fund*

Includes District Annual Collection Costs for the first year immediately following the issuance of a series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2025 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and Developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the Improvement Area #1 Projects and Improvement Area #2 Projects shall be allocated between Improvement Area #1, Improvement Area #2 and the Future Improvement Area as follows:

- Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property.
- Improvement Area #3 Projects shall be allocated 100% to Improvement Area #3 Assessed Property.
- Major Improvements are allocated, as shown in **Exhibit B-1**, between Improvement Area #1, Improvement Area #2 and Improvement Area #3 based on Estimated Buildout Value.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property according to the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments will be levied on the Improvement Area #3 Initial Parcel according to the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2**, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

- *Improvement Area #1*

- The total costs of the Improvement Area #1 Projects equal \$6,393,667 as shown on **Exhibit B-1**; and
- The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects; and
- The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equaled \$4,406,000 at the time of the initial levy, and approximately \$4,172,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F-1**; and
- The special benefit ($\geq \$6,393,667$) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects is greater than the amount of the Improvement Area #1 Assessments (\$4,406,000) levied on the Improvement Area #1 Assessed Property.
- At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the property owners within Improvement Area #1 acknowledged that Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #1 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2022 Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

- The total costs of the Improvement Area #2 Projects equal \$5,420,022 as shown on **Exhibit B-1**; and
- The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects; and
- The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Projects, which equaled \$3,008,000 at the time of the initial levy, and approximately \$2,959,000 remains

outstanding, as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit G-1**; and

- The special benefit ($\geq \$5,420,022$) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects is greater than the amount of the Improvement Area #2 Assessments (\$3,008,000) levied on the Improvement Area #2 Assessed Property.
- At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the property owners within Improvement Area #2 acknowledged that Improvement Area #2 Projects, confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #2 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2024 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.
- *Improvement Area #3*
 - The total costs of the Improvement Area #3 Projects equal \$5,889,957 as shown on **Exhibit B-1**; and
 - The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Projects equal to or greater than the Actual Costs of the Improvement Area #3 Projects; and
 - The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied for the Improvement Area #3 Projects, which equal \$3,436,000 as shown on the Improvement Area #3 Assessment Roll, attached as **Exhibit H-1**; and
 - The special benefit ($\geq \$5,889,957$) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Projects is greater than the amount of the Improvement Area #3 Assessments (\$3,436,000) levied on the Improvement Area #3 Assessed Property.
 - At the time the City Council approves the Assessment Ordinance levying the Improvement Area #3 Assessments, the property owners within Improvement Area #3 acknowledged that Improvement Area #3 Projects confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the

Improvement Area #3 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #3 ratify, confirm, accept, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2025 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on the applicable Annual Installment schedule, and which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each

newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel according to the following formula:

$$A = [B \times (C \div D)] / E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment shown on **Exhibit E** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the Developer to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the applicable series of PID Bonds, that are not expected to be used for purposes of the project fund, to redeem outstanding PID Bonds, or as otherwise directed, in accordance with the applicable Indenture.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached hereto as **Exhibit J**.

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Annual Installments for Improvement Area #1, **Exhibit G-2** shows the estimated Annual Installments for Improvement Area #2 and **Exhibit H-2** shows the estimate Annual Installments for Improvement Area #3. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefited Property or non-assessed property, as shown by Harris Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the Owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other

applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The Annual Installments for Improvement Area #1 began in 2022 and the Annual Installments for Improvement Area #2 began in 2024. The initial Annual Installments for Improvement Area #3 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

G. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The Owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2025 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if that remains due on the

Remaining Property exceeds the applicable Maximum Assessment, the Owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the Owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection if the Owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the Owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The Owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the

Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the Owner of a Parcel claims that an error has been made in any calculation required by this 2025 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the Owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the Owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the Owner not later than 30 days after receipt of such a written notice or error by the Administrator. The City Council shall consider the Owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2025 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the Owner and the Administrator.

B. Amendments

Amendments to this 2025 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2025 Amended and Restated Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify

ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2025 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2025 Amended and Restated Service and Assessment Plan; (2) administer the PID for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2025 Amended and Restated Service and Assessment Plan. Interpretations of this 2025 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Per Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed Ordinance of this 2025 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2025 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Map of Improvement Areas
Exhibit B-1	Project Costs
Exhibit B-2	Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Improvement Area #3 Assessment Roll
Exhibit H-2	Improvement Area #3 Annual Installments
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Major Improvements
Exhibit I-3	Maps of Improvement Area #2 Improvements
Exhibit I-4	Maps of Improvement Area #3 Improvements
Exhibit J	Form of Notice of PID Assessment Lien Termination
Exhibit K-1	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit K-2	Debt Service Schedule for Improvement Area #2 Bonds
Exhibit K-3	Debt Service Schedule for Improvement Area #3 Bonds
Exhibit L-1	District Boundary Description
Exhibit L-2	Improvement Area #1 Boundary Description
Exhibit L-3	Improvement Area #2 Boundary Description
Exhibit L-4	Improvement Area #3 Boundary Description
Exhibit M	Improvement Area #2 Final Plat

APPENDICES

The following Appendices are attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A Improvement Area #3 Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

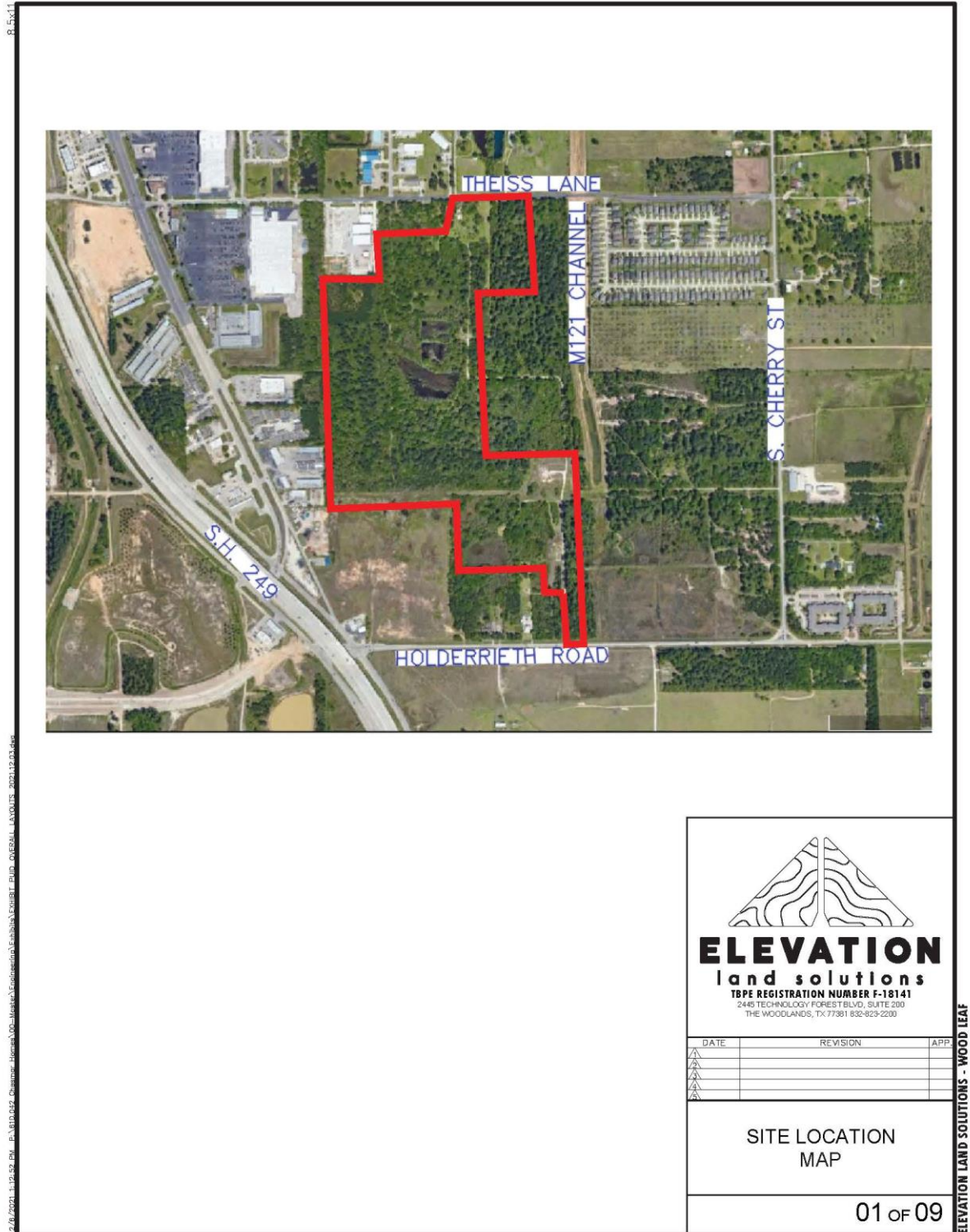


EXHIBIT A-2 – MAP OF IMPROVEMENT AREAS

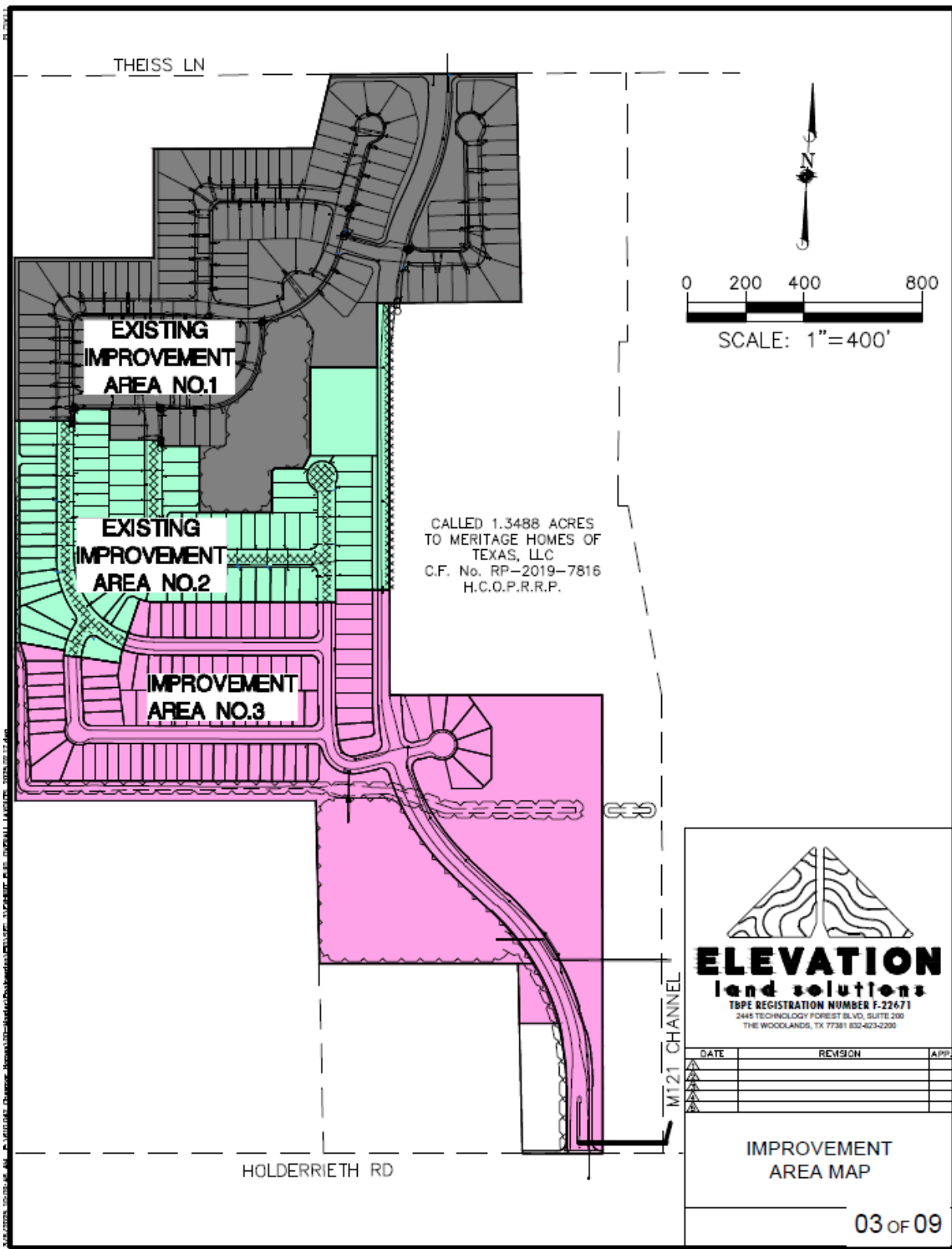


EXHIBIT B-1 – PROJECT COSTS

	Total Costs ^[a]		Improvement Area #1 % ^[b] Costs		Improvement Area #2 % ^[b] Cost		Improvement Area #3 % ^[b] Cost
<i>Improvement Area #1 Improvements</i>							
Streets	\$ 1,716,477	100.00%	\$ 1,716,477	0.00%	\$ -	0.00%	\$ -
Water	389,092	100.00%	389,092	0.00%	-	0.00%	-
Wastewater	439,062	100.00%	439,062	0.00%	-	0.00%	-
Drainage	651,950	100.00%	651,950	0.00%	-	0.00%	-
Natural Gas	259,329	100.00%	259,329	0.00%	-	0.00%	-
Soft Costs	1,090,359	100.00%	1,090,359	0.00%	-	0.00%	-
	<u>\$ 4,546,269</u>		<u>\$ 4,546,269</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Major Improvements</i>							
Wastewater	\$ 274,320	41.27%	\$ 113,219	28.27%	\$ 77,552	30.46%	\$ 83,549
Drainage and Detention ^[c]	1,674,296	41.27%	691,028	28.27%	473,332	30.46%	509,936
Soft Costs	568,255	41.27%	234,534	28.27%	160,649	30.46%	173,072
	<u>\$ 2,516,871</u>		<u>\$ 1,038,782</u>		<u>\$ 711,532</u>		<u>\$ 766,557</u>
<i>Improvement Area #2 Improvements</i>							
Streets	\$ 841,523	0.00%	\$ -	100.00%	\$ 841,523	0.00%	\$ -
Water	205,635	0.00%	-	100.00%	205,635	0.00%	-
Wastewater	306,289	0.00%	-	100.00%	306,289	0.00%	-
Drainage and Detention ^[c]	1,720,445	0.00%	-	100.00%	1,720,445	0.00%	-
Natural Gas	123,377	0.00%	-	100.00%	123,377	0.00%	-
Soft Costs	911,221	0.00%	-	100.00%	911,221	0.00%	-
	<u>\$ 4,108,490</u>		<u>\$ -</u>		<u>\$ 4,108,490</u>		<u>\$ -</u>
<i>Improvement Area #3 Improvements</i>							
Streets	\$ 1,940,093	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,940,093
Water	462,031	0.00%	-	0.00%	-	100.00%	462,031
Wastewater	372,665	0.00%	-	0.00%	-	100.00%	372,665
Drainage ^[c]	1,054,588	0.00%	-	0.00%	-	100.00%	1,054,588
Natural Gas	208,184	0.00%	-	0.00%	-	100.00%	208,184
Soft Costs	391,839	0.00%	-	0.00%	-	100.00%	391,839
	<u>\$ 4,429,400</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 4,429,400</u>
<i>Series 2022 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 317,826		\$ 317,826		\$ -		\$ -
Underwriter Discount	138,120		138,120		-		-
Delinquency & Prepayment Reserve	22,030		22,030		-		-
Costs of Issuance	285,640		285,640		-		-
	<u>\$ 763,616</u>		<u>\$ 763,616</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Series 2024 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 218,175		\$ -		\$ 218,175		\$ -
Capitalized Interest	21,147		-		21,147		-
Underwriter Discount	110,160		-		110,160		-
Delinquency & Prepayment Reserve	15,040		-		15,040		-
Costs of Issuance	189,711		-		189,711		-
Rounding	768		-		768		-
	<u>\$ 555,000</u>		<u>\$ -</u>		<u>\$ 555,000</u>		<u>\$ -</u>
<i>Series 2025 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 253,225		\$ -		\$ -		\$ 253,225
Capitalized Interest	63,322		-		-		63,322
Underwriter Discount	118,720		-		-		118,720
Delinquency & Prepayment Reserve	17,180		-		-		17,180
Costs of Issuance	211,539		-		-		211,539
Rounding	15		-		-		15
	<u>\$ 664,000</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 664,000</u>
<i>Other Costs</i>							
Deposit to Administrative Fund	\$ 120,000		\$ 45,000		\$ 45,000		\$ 30,000
	<u>\$ 120,000</u>		<u>\$ 45,000</u>		<u>\$ 45,000</u>		<u>\$ 30,000</u>
Total	\$ 17,703,646		\$ 6,393,667		\$ 5,420,022		\$ 5,889,957

Footnotes:

[a] Costs were determined by the Engineer's Opinion of Probable Cost prepared by Elevation Land Solutions and attached as **Appendix A**.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Improvement Area #3 Assessed Property.

[c] Includes clearing & grubbing, excavation, and grading.

EXHIBIT B-2 – APPORTIONMENT OF COSTS

Improvement Area	Units ¹	Estimated Buildout Value	Major Improvements ^{[a],[b]}		Total Apportionment for Improvement Area #3 Funding
			%	Costs	
Improvement Area #1	123	\$ 42,870,000	41.27%	\$ 1,038,782	
Improvement Area #2	81	\$ 30,953,500	28.27%	\$ 711,532	
Improvement Area #3	87	\$ 35,805,000	30.46%	\$ 766,557	\$ 766,557
Total	291	\$109,628,500	100.00%	\$ 2,516,871	

Footnotes:

[a] The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1, Improvement Area #2 and Improvement Area #3.

[b] The cost of the Major Improvements were apportioned at the time of the Original Service and Assessment Plan.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 76,000.00	\$ 79,000.00	\$ 82,000.00	\$ 86,000.00	\$ 90,000.00
Interest		\$239,986.26	\$236,376.26	\$232,623.76	\$228,421.26	\$224,013.76
	(1)	\$315,986.26	\$315,376.26	\$314,623.76	\$314,421.26	\$314,013.76
Annual Collection Costs	(2)	\$ 41,466.54	\$ 42,295.87	\$ 43,141.79	\$ 44,004.62	\$ 44,884.72
Additonal Interest	(3)	\$ 20,860.00	\$ 20,480.00	\$ 20,085.00	\$ 19,675.00	\$ 19,245.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$378,312.80	\$378,152.13	\$377,850.55	\$378,100.88	\$378,143.48

		Improvement Area #2				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 51,000.00	\$ 53,000.00	\$ 55,000.00	\$ 58,000.00	\$ 60,000.00
Interest		\$166,480.00	\$163,675.00	\$160,760.00	\$157,735.00	\$154,545.00
	(1)	\$217,480.00	\$216,675.00	\$215,760.00	\$215,735.00	\$214,545.00
Annual Collection Costs	(2)	\$ 33,562.41	\$ 34,233.66	\$ 34,918.33	\$ 35,616.70	\$ 36,329.03
Additional Interest	(3)	\$ 14,550.00	\$ 14,295.00	\$ 14,030.00	\$ 13,755.00	\$ 13,465.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$265,592.41	\$265,203.66	\$264,708.33	\$265,106.70	\$264,339.03

		Improvement Area #3				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 55,000.00	\$ 58,000.00	\$ 60,000.00	\$ 63,000.00	\$ 65,000.00
Interest		\$198,225.00	\$195,200.00	\$192,010.00	\$188,710.00	\$185,245.00
	(1)	\$253,225.00	\$253,200.00	\$252,010.00	\$251,710.00	\$250,245.00
Annual Collection Costs	(2)	\$ 51,018.00	\$ 52,038.36	\$ 53,079.13	\$ 54,140.71	\$ 55,223.52
Additional Interest	(3)	\$ 17,180.00	\$ 16,905.00	\$ 16,615.00	\$ 16,315.00	\$ 16,000.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$321,423.00	\$322,143.36	\$321,704.13	\$322,165.71	\$321,468.52

EXHIBIT D – SOURCES AND USES OF FUNDS

	Improvement Area #1	Improvement Area #2	Improvement Area #3 ^[b]	Total
Sources of Funds				
Improvement Area #1 Bonds	\$ 4,406,000	\$ -	\$ -	\$ 4,406,000
Improvement Area #2 Bonds	-	3,008,000	-	3,008,000
Improvement Area #3 Bonds	-	-	3,436,000	3,436,000
Owner Contribution ^[a]	1,987,667	2,412,022	2,453,957	6,853,646
Total Sources	\$ 6,393,667	\$ 5,420,022	\$ 5,889,957	\$ 17,703,646
Uses of Funds				
Major Improvements	\$ 1,038,782	\$ 711,532	\$ 766,557	\$ 2,516,871
Improvement Area #1 Improvements	4,546,269	-	-	4,546,269
Improvement Area #2 Improvements	-	4,108,490	-	4,108,490
Improvement Area #3 Improvements	-	-	4,429,400	4,429,400
	\$ 5,585,051	\$ 4,820,022	\$ 5,195,957	\$ 15,601,030
<i>Series 2022 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ 317,826	\$ -	\$ -	\$ 317,826
Underwriter Discount	138,120	-	-	138,120
Delinquency & Prepayment Reserve	22,030	-	-	22,030
Cost of Issuance	285,640	-	-	285,640
	\$ 763,616	\$ -	\$ -	\$ 763,616
<i>Series 2024 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ -	\$ 218,175	\$ -	\$ 218,175
Capitalized Interest	-	21,147	-	21,147
Underwriter Discount	-	110,160	-	110,160
Delinquency & Prepayment Reserve	-	15,040	-	15,040
Cost of Issuance	-	189,711	-	189,711
Rounding	-	768	-	768
	\$ -	\$ 555,000	\$ -	\$ 555,000
<i>Series 2025 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ -	\$ -	\$ 253,225	\$ 253,225
Capitalized Interest	-	-	63,322	63,322
Underwriter Discount	-	-	118,720	118,720
Delinquency & Prepayment Reserve	-	-	17,180	17,180
Cost of Issuance	-	-	211,539	211,539
Rounding	-	-	15	15
	\$ -	\$ -	\$ 664,000	\$ 664,000
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 45,000	\$ 45,000	\$ 30,000	\$ 90,000
	\$ 45,000	\$ 45,000	\$ 30,000	\$ 120,000
Total Uses	\$ 6,393,667	\$ 5,420,022	\$ 5,889,957	\$ 17,703,646

Footnotes:

[a] Non-reimbursable to Owner through PID Bonds or PID Assessments.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Improvement Area #3 Assessed Property.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

		Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Improvement Area #3 Assessment		Total Maximum Assessment		Maximum Annual Installment		Value to Lien per Finished Lot Value	
Lot Type	Units	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Gross PID TRE
Improvement Area #1															
One	66	\$ 330,000	\$ 21,780,000	\$32,115	\$2,119,575	\$ -	\$ -	\$ -	\$ -	\$32,115	\$ 2,119,575	\$ 2,897	\$ 191,185	1.5569	\$ 0.8778
Two	57	\$ 370,000	\$ 21,090,000	\$36,007	\$2,052,425	\$ -	\$ -	\$ -	\$ -	\$36,007	\$ 2,052,425	\$ 3,248	\$ 185,128	1.7358	\$ 0.8778
Subtotal	123	\$ 42,870,000		\$ 4,172,000		\$ -		\$ -		\$ 4,172,000		\$ 376,312		1.6463	
Improvement Area #2															
Three	35	\$ 361,300	\$ 12,645,500	\$ -	\$ -	\$ 34,538	\$ 1,208,847	\$ -	\$ -	\$34,538	\$ 1,208,847	\$ 3,100	\$ 108,503	1.7951	\$ 0.8580
Four	46	\$ 398,000	\$ 18,308,000	\$ -	\$ -	\$ 38,047	\$ 1,750,153	\$ -	\$ -	\$38,047	\$ 1,750,153	\$ 3,415	\$ 157,089	2.0370	\$ 0.8580
Subtotal	81	\$ 30,953,500		\$ -		\$ 2,959,000		\$ -		\$ 2,959,000		\$ 265,592		1.9160	
Improvement Area #3															
Five	26	\$ 380,000	\$ 9,880,000	\$ -	\$ -	\$ -	\$ -	\$ 36,466	\$ 948,127	\$ 36,466	\$ 948,127	\$ 3,419	\$ 88,904	2.1828	0.8998
Six	61	\$ 425,000	\$ 25,925,000	\$ -	\$ -	\$ -	\$ -	\$ 40,785	\$ 2,487,873	\$ 40,785	\$ 2,487,873	\$ 3,824	\$ 233,283	2.4396	0.8998
Subtotal	87	\$ 35,805,000		\$ -		\$ -		\$ 3,436,000		\$ 3,436,000		\$ 322,187		2.3112	
Total/Weighted Average	204	\$ 73,823,500		\$ 4,172,000		\$ 2,959,000		\$ 3,436,000		\$ 10,567,000		\$ 964,092		1.9579	

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #1 ^[c]						Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest				
1443500010001	LT 1 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010002	LT 2 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010003	LT 3 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010004	LT 4 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010005	LT 5 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010006	LT 6 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010007	LT 7 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010008	LT 8 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010009	LT 9 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010010	LT 10 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010011	LT 11 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010012	LT 12 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010013	LT 13 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010014	LT 14 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010015	LT 15 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010016	LT 16 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010017	LT 17 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010018	LT 18 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010019	LT 19 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010020	LT 20 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010021	LT 21 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020001	LT 1 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020002	LT 2 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020003	LT 3 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020004	LT 4 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020005	LT 5 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020006	LT 6 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020007	LT 7 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500030001	LT 1 BLK 3 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500030002	LT 2 BLK 3 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040001	LT 1 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040002	LT 2 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040003	LT 3 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040004	LT 4 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040005	LT 5 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040006	LT 6 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040007	LT 7 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040008	LT 8 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040009	LT 9 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040010	LT 10 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1 ^[c]						
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]	
1443500040011	LT 11 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040012	LT 12 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040013	LT 13 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040014	LT 14 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040015	LT 15 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040016	LT 16 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040017	LT 17 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040018	LT 18 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040019	LT 19 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040020	LT 20 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040021	LT 21 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040022	LT 22 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040023	LT 23 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040024	LT 24 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040025	LT 25 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040026	LT 26 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040027	LT 27 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040028	LT 28 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040029	LT 29 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040030	LT 30 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040031	LT 31 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040032	LT 32 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040033	LT 33 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040034	LT 34 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040035	LT 35 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040036	LT 36 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040037	LT 37 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040038	LT 38 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040039	LT 39 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040040	LT 40 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040041	LT 41 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040042	LT 42 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040043	LT 43 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040044	LT 44 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040045	LT 45 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040046	LT 46 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040047	LT 47 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040048	LT 48 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040049	LT 49 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040050	LT 50 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1 ^[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
1443500040051	LT 51 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500040052	LT 52 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500040053	LT 53 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050001	LT 1 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500050002	LT 2 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500050003	LT 3 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500050004	LT 4 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500050005	LT 5 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050006	LT 6 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050007	LT 7 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050008	LT 8 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050009	LT 9 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050010	LT 10 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050011	LT 11 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050012	LT 12 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050013	LT 13 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050014	LT 14 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050015	LT 15 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050016	LT 16 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050017	LT 17 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500050018	LT 18 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060001	LT 1 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060002	LT 2 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060003	LT 3 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060004	LT 4 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060005	LT 5 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060006	LT 6 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060007	LT 7 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060008	LT 8 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12
1443500060009	LT 9 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060010	LT 10 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060011	LT 11 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060012	LT 12 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060013	LT 13 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060014	LT 14 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060015	LT 15 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060016	LT 16 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060017	LT 17 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060018	LT 18 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060019	LT 19 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1 ^[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
1443500060020	LT 20 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060021	LT 21 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060022	LT 22 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500010022	RES A BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 1	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500010023	RES B BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020008	RES C BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020009	RES D BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 3	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020010	RES E BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 4	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040054	RES F BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 4	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040055	RES G BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 5	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040056	RES H BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 6	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500060023	RES I BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 6	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 4,172,000.00	\$ 76,000.00	\$ 239,986.26	\$ 20,860.00	\$ 41,466.54	\$ 378,312.80

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT F-2 – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #1 2022 Bonds				Total Installment ^[d]
	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs ^[c]	
2026	\$ 76,000.00	\$ 239,986.26	\$ 20,860.00	\$ 41,466.54	\$ 378,312.80
2027	79,000.00	236,376.26	20,480.00	42,295.87	378,152.13
2028	82,000.00	232,623.76	20,085.00	43,141.79	377,850.55
2029	86,000.00	228,421.26	19,675.00	44,004.62	378,100.88
2030	90,000.00	224,013.76	19,245.00	44,884.72	378,143.48
2031	94,000.00	219,401.26	18,795.00	45,782.41	377,978.67
2032	98,000.00	214,583.76	18,325.00	46,698.06	377,606.82
2033	102,000.00	209,561.26	17,835.00	47,632.02	377,028.28
2034	108,000.00	203,568.76	17,325.00	48,584.66	377,478.42
2035	114,000.00	197,223.76	16,785.00	49,556.35	377,565.11
2036	120,000.00	190,526.26	16,215.00	50,547.48	377,288.74
2037	126,000.00	183,476.26	15,615.00	51,558.43	376,649.69
2038	133,000.00	176,073.76	14,985.00	52,589.60	376,648.36
2039	140,000.00	168,260.00	14,320.00	53,641.39	376,221.39
2040	148,000.00	160,035.00	13,620.00	54,714.22	376,369.22
2041	156,000.00	151,340.00	12,880.00	55,808.50	376,028.50
2042	165,000.00	142,175.00	12,100.00	56,924.67	376,199.67
2043	174,000.00	132,481.26	11,275.00	58,063.17	375,819.43
2044	183,000.00	122,258.76	10,405.00	59,224.43	374,888.19
2045	194,000.00	111,507.50	9,490.00	60,408.92	375,406.42
2046	205,000.00	100,110.00	8,520.00	61,617.10	375,247.10
2047	216,000.00	88,066.26	7,495.00	62,849.44	374,410.70
2048	229,000.00	75,376.26	6,415.00	64,106.43	374,897.69
2049	242,000.00	61,922.50	5,270.00	65,388.56	374,581.06
2050	256,000.00	47,705.00	4,060.00	66,696.33	374,461.33
2051	270,000.00	32,665.00	2,780.00	68,030.25	373,475.25
2052	286,000.00	16,802.50	1,430.00	69,390.86	373,623.36
Total	\$ 4,172,000.00	\$ 4,166,541.42	\$ 356,285.00	\$ 1,465,606.82	\$ 10,160,433.24

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #2 ^[c]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
1474090010001	LT 8 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010002	LT 9 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010003	LT 10 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010004	LT 11 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010005	LT 12 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010006	LT 13 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010007	LT 14 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010008	LT 15 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010009	LT 16 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010010	LT 17 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010011	LT 18 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010012	LT 19 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010013	LT 20 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010014	LT 21 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010015	LT 22 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010016	LT 23 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010017	LT 24 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010018	LT 25 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010019	LT 26 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010020	LT 27 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010021	LT 28 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010022	LT 29 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010023	LT 30 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010024	LT 31 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010025	LT 32 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010026	LT 33 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010027	RES A BLK 2 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090010028	RES B BLK 2 (DRILL SITE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090010029	RES C BLK 2 (DRAINAGE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090010030	RES D BLK 2 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090020001	LT 3 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020002	LT 4 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020003	LT 5 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020004	LT 6 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020005	LT 7 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020006	LT 8 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020007	LT 9 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020008	LT 10 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020009	LT 11 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020010	LT 12 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

Property ID	Legal Description	Lot Type	Improvement Area #2 ^[c]						Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest				
1474090020011	LT 13 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020012	LT 14 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020013	LT 15 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020014	LT 16 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020015	LT 17 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020016	LT 18 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020017	LT 19 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020018	LT 33 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020019	LT 34 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020020	LT 35 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020021	LT 36 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020022	LT 37 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020023	LT 38 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020024	LT 39 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020025	LT 40 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020026	LT 41 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020027	LT 42 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020028	LT 43 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020029	LT 44 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020030	LT 45 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020031	LT 46 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020032	LT 47 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020033	LT 48 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020034	LT 49 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020035	LT 50 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020036	LT 51 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020037	LT 52 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020038	RES E BLK 3 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
1474090030001	LT 54 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030002	LT 55 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030003	LT 56 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030004	LT 57 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030005	LT 58 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030006	LT 59 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030007	LT 60 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030008	LT 61 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030009	LT 62 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030010	LT 63 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030011	LT 64 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030012	LT 65 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #2 ^[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
1474090030013	LT 66 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030014	LT 67 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030015	LT 68 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030016	LT 69 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030017	LT 70 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030018	RES F BLK 4 (DRAINAGE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090040001	LT 1 BLK 7 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090040002	ROW-STREET WIDENING (DEDICATED PER PLAT) (NM) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090040003	ROW-ALL STREETS (DEDICATED PER PLAT) (NM) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$2,959,000.00	\$ 51,000.00	\$ 166,480.00	\$ 14,550.00	\$ 33,562.41	\$ 265,592.41

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT G-2 – IMPROVEMENT AREA #2 TOTAL ANNUAL INSTALLMENTS

Installment Due 1/31	Improvement Area #2 2024 Bonds				Total Installment ^[c]
	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	
2026	\$ 51,000.00	\$ 166,480.00	\$ 14,550.00	\$ 33,562.41	\$ 265,592.41
2027	53,000.00	163,675.00	14,295.00	34,233.66	265,203.66
2028	55,000.00	160,760.00	14,030.00	34,918.33	264,708.33
2029	58,000.00	157,735.00	13,755.00	35,616.70	265,106.70
2030	60,000.00	154,545.00	13,465.00	36,329.03	264,339.03
2031	63,000.00	151,245.00	13,165.00	37,055.61	264,465.61
2032	66,000.00	147,780.00	12,850.00	37,796.72	264,426.72
2033	68,000.00	144,150.00	12,520.00	38,552.66	263,222.66
2034	71,000.00	140,410.00	12,180.00	39,323.71	262,913.71
2035	75,000.00	136,505.00	11,825.00	40,110.19	263,440.19
2036	78,000.00	132,380.00	11,450.00	40,912.39	262,742.39
2037	81,000.00	128,090.00	11,060.00	41,730.64	261,880.64
2038	85,000.00	123,635.00	10,655.00	42,565.25	261,855.25
2039	89,000.00	118,960.00	10,230.00	43,416.56	261,606.56
2040	93,000.00	114,065.00	9,785.00	44,284.89	261,134.89
2041	98,000.00	108,950.00	9,320.00	45,170.58	261,440.58
2042	102,000.00	103,560.00	8,830.00	46,074.00	260,464.00
2043	107,000.00	97,950.00	8,320.00	46,995.48	260,265.48
2044	112,000.00	92,065.00	7,785.00	47,935.39	259,785.39
2045	118,000.00	85,905.00	7,225.00	48,894.09	260,024.09
2046	124,000.00	79,120.00	6,635.00	49,871.98	259,626.98
2047	130,000.00	71,990.00	6,015.00	50,869.42	258,874.42
2048	137,000.00	64,515.00	5,365.00	51,886.80	258,766.80
2049	144,000.00	56,637.50	4,680.00	52,924.54	258,242.04
2050	151,000.00	48,357.50	3,960.00	53,983.03	257,300.53
2051	159,000.00	39,675.00	3,205.00	55,062.69	256,942.69
2052	168,000.00	30,532.50	2,410.00	56,163.94	257,106.44
2053	177,000.00	20,872.50	1,570.00	57,287.22	256,729.72
2054	186,000.00	10,695.00	685.00	58,432.97	255,812.97
Total	\$ 2,959,000.00	\$ 3,051,240.00	\$ 261,820.00	\$ 1,301,960.88	\$ 7,574,020.88

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 - IMPROVEMENT AREA #3 ASSESSMENT ROLL

			Improvement Area #3 ^[b]					
Property ID	Legal Description	Lot Type	Outstanding Assessment [a],[b]	Principal	Interest	Additional Interest	Annual Collection Costs	Annual Installment Due 1/31/26 ^{[b],[c]}
440580000285	TR 4R ABST 632 C V PILLOT	INITIAL PARCEL	\$3,436,000.00	\$ 55,000.00	\$ 198,225.00	\$ 17,180.00	\$ 51,018.00	\$321,423.00
Totals			\$3,436,000.00	\$ 55,000.00	\$ 198,225.00	\$ 17,180.00	\$ 51,018.00	\$321,423.00

Footnotes:

[a] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[b] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[c] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT H-2 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENTS

Improvement Area #3 2025 Bonds						
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2025	\$ -	\$ -	\$ (63,321.88)	\$ -	\$ -	\$ (63,321.88)
2026	55,000.00	198,225.00	-	17,180.00	51,018.00	321,423.00
2027	58,000.00	195,200.00	-	16,905.00	52,038.36	322,143.36
2028	60,000.00	192,010.00	-	16,615.00	53,079.13	321,704.13
2029	63,000.00	188,710.00	-	16,315.00	54,140.71	322,165.71
2030	65,000.00	185,245.00	-	16,000.00	55,223.52	321,468.52
2031	68,000.00	181,670.00	-	15,675.00	56,327.99	321,672.99
2032	71,000.00	177,930.00	-	15,335.00	57,454.55	321,719.55
2033	74,000.00	174,025.00	-	14,980.00	58,603.65	321,608.65
2034	77,000.00	169,955.00	-	14,610.00	59,775.72	321,340.72
2035	81,000.00	165,720.00	-	14,225.00	60,971.23	321,916.23
2036	84,000.00	161,265.00	-	13,820.00	62,190.66	321,275.66
2037	88,000.00	156,645.00	-	13,400.00	63,434.47	321,479.47
2038	92,000.00	151,805.00	-	12,960.00	64,703.16	321,468.16
2039	96,000.00	146,745.00	-	12,500.00	65,997.22	321,242.22
2040	101,000.00	141,465.00	-	12,020.00	67,317.17	321,802.17
2041	106,000.00	135,910.00	-	11,515.00	68,663.51	322,088.51
2042	111,000.00	130,080.00	-	10,985.00	70,036.78	322,101.78
2043	116,000.00	123,975.00	-	10,430.00	71,437.52	321,842.52
2044	121,000.00	117,595.00	-	9,850.00	72,866.27	321,311.27
2045	127,000.00	110,940.00	-	9,245.00	74,323.59	321,508.59
2046	134,000.00	103,320.00	-	8,610.00	75,810.06	321,740.06
2047	141,000.00	95,280.00	-	7,940.00	77,326.27	321,546.27
2048	149,000.00	86,820.00	-	7,235.00	78,872.79	321,927.79
2049	157,000.00	77,880.00	-	6,490.00	80,450.25	321,820.25
2050	165,000.00	68,460.00	-	5,705.00	82,059.25	321,224.25
2051	175,000.00	58,560.00	-	4,880.00	83,700.44	322,140.44
2052	184,000.00	48,060.00	-	4,005.00	85,374.45	321,439.45
2053	195,000.00	37,020.00	-	3,085.00	87,081.93	322,186.93
2054	205,000.00	25,320.00	-	2,110.00	88,823.57	321,253.57
2055	217,000.00	13,020.00	-	1,085.00	90,600.04	321,705.04
Total	\$ 3,436,000.00	\$ 3,818,855.00	\$ (63,321.88)	\$ 325,710	\$ 2,069,702.26	\$ 9,586,945.38

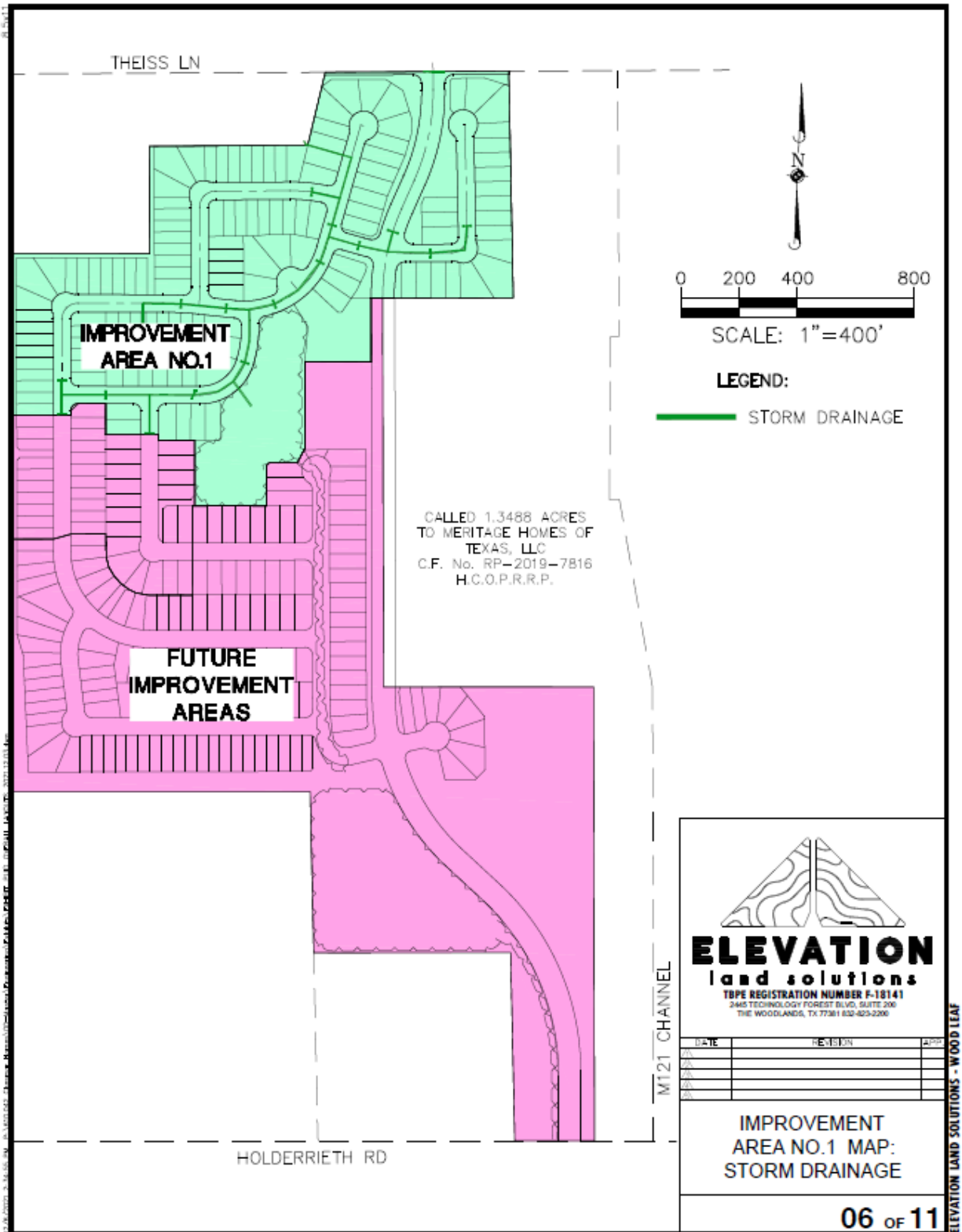
Footnotes:

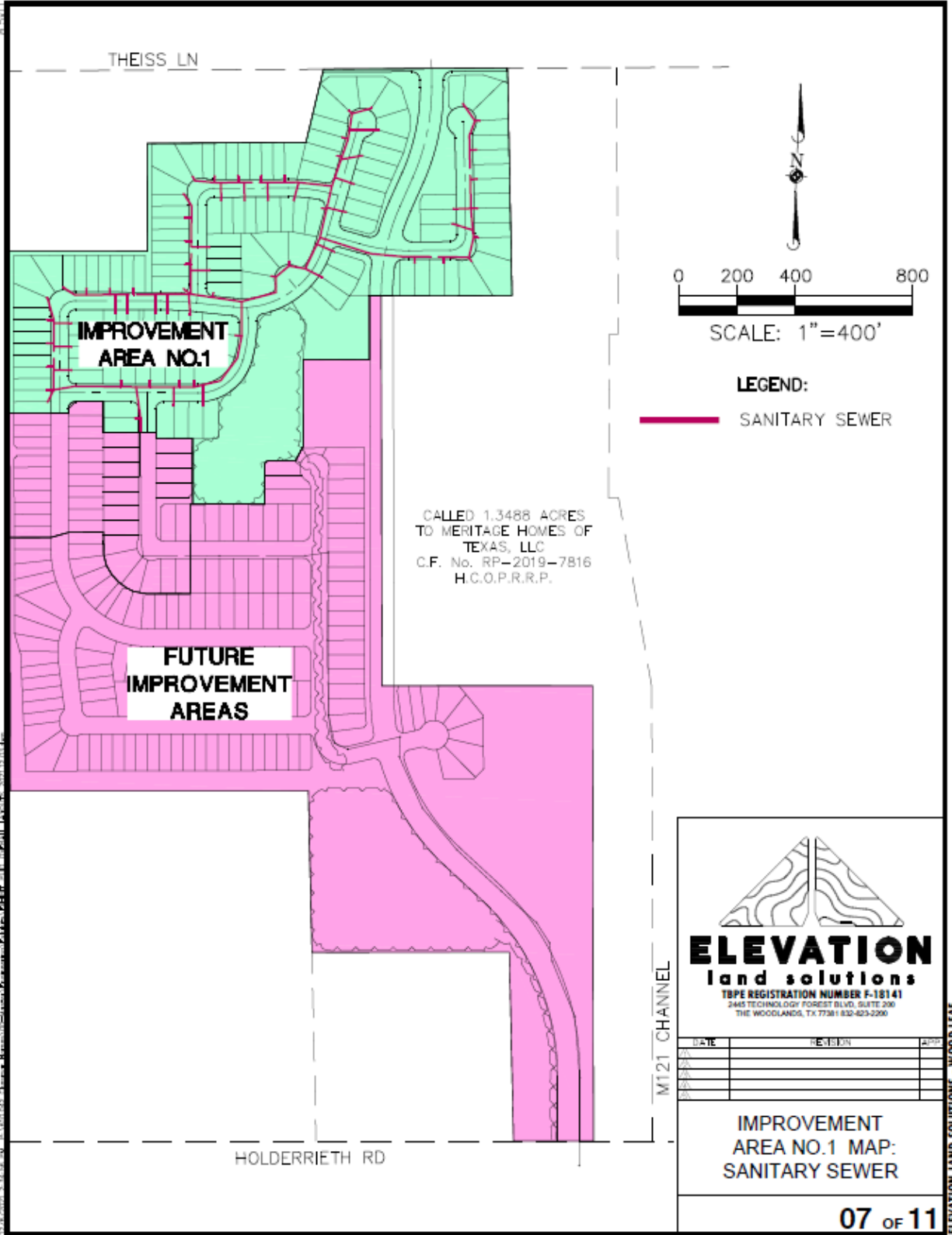
[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

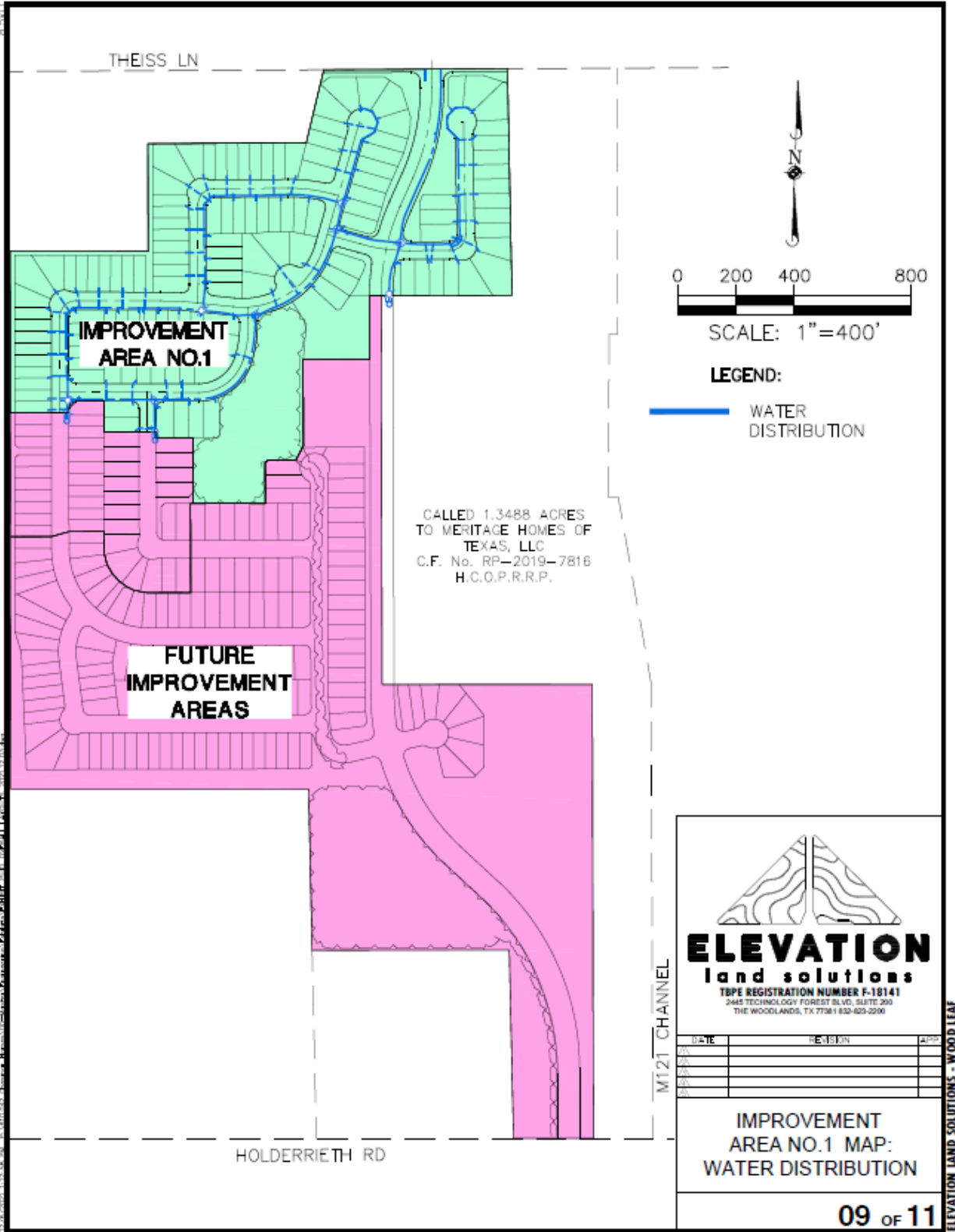
[b] Additional Interest is calculated at the Additional Interest Rate.

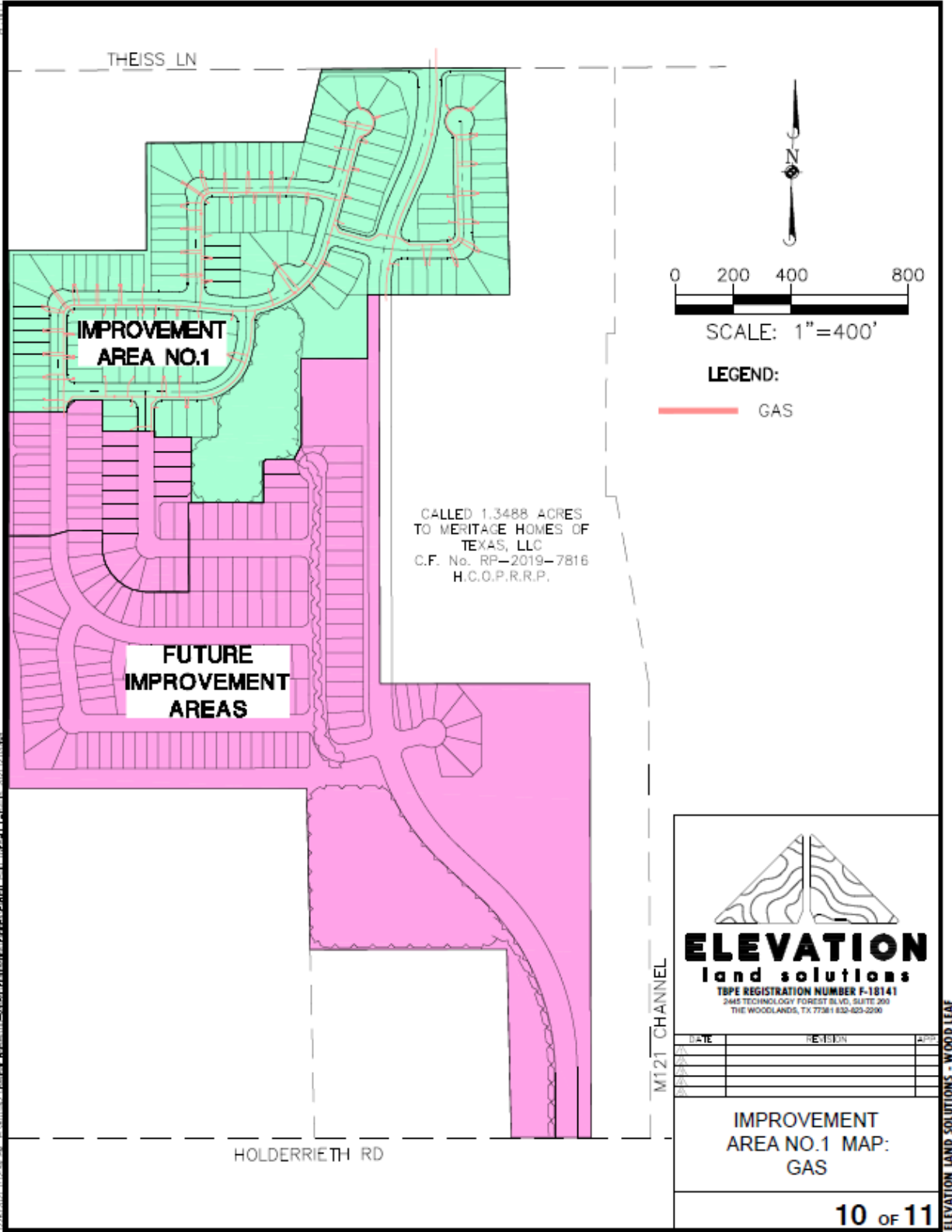
[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS









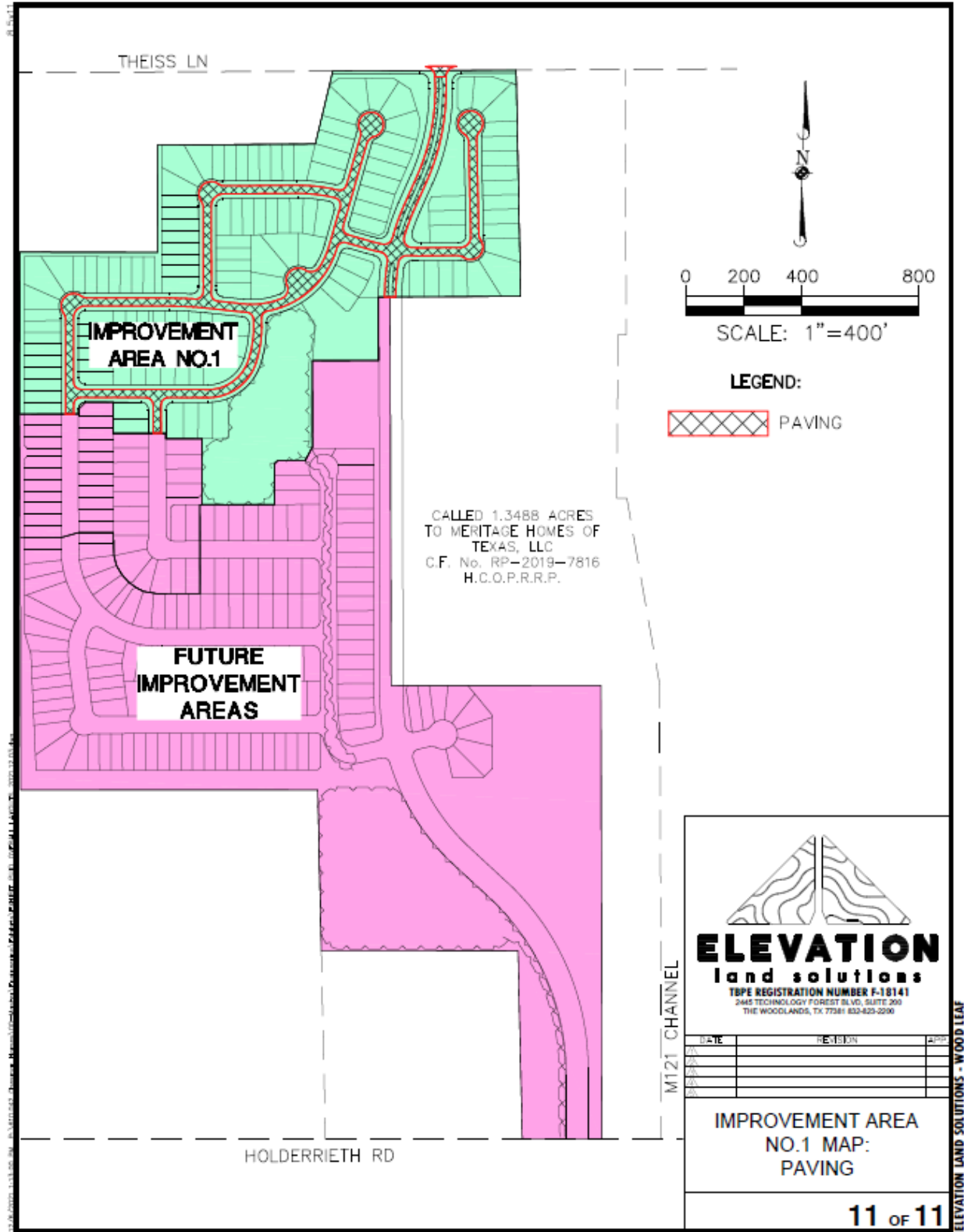
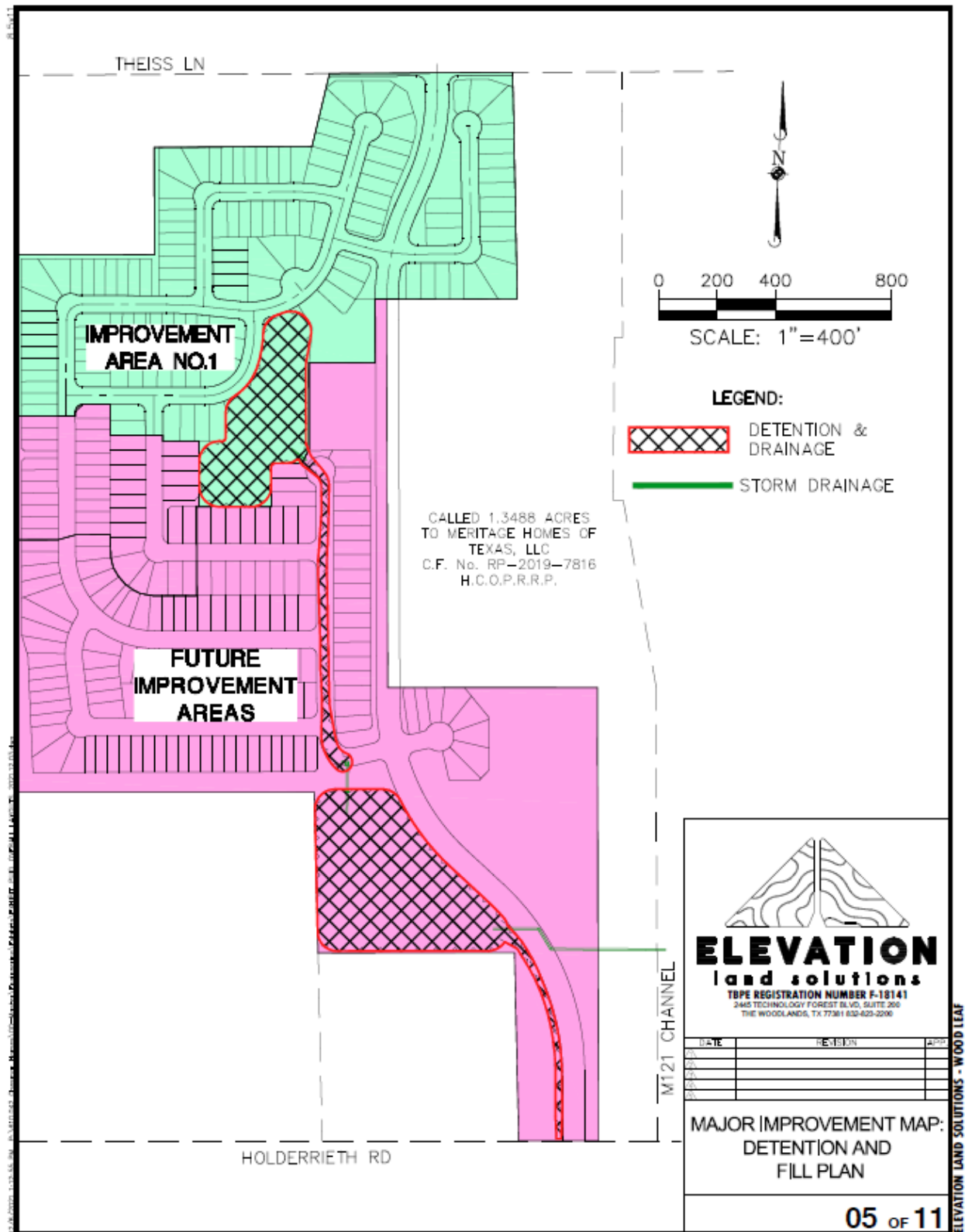
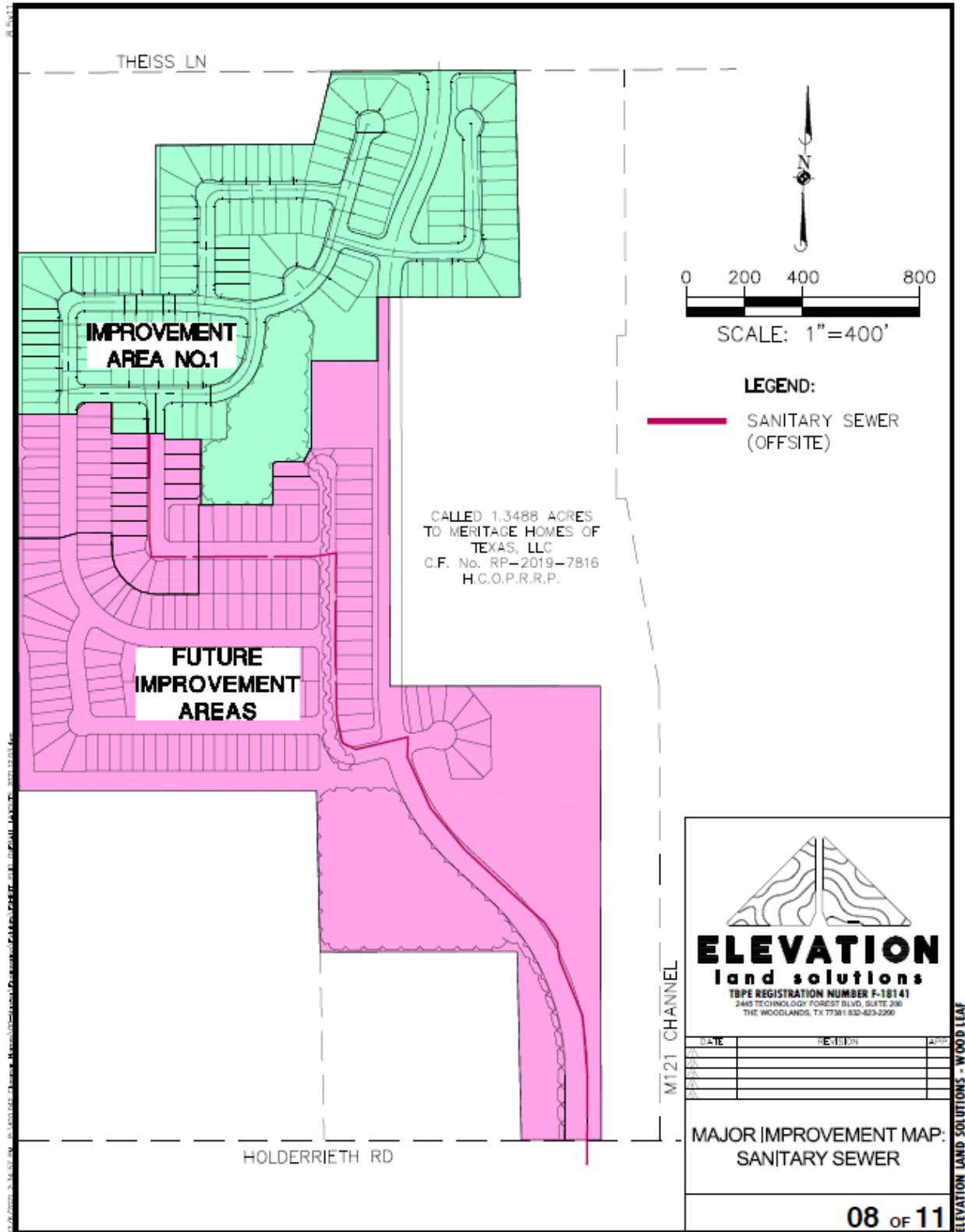


EXHIBIT I-2 – MAPS OF MAJOR IMPROVEMENTS





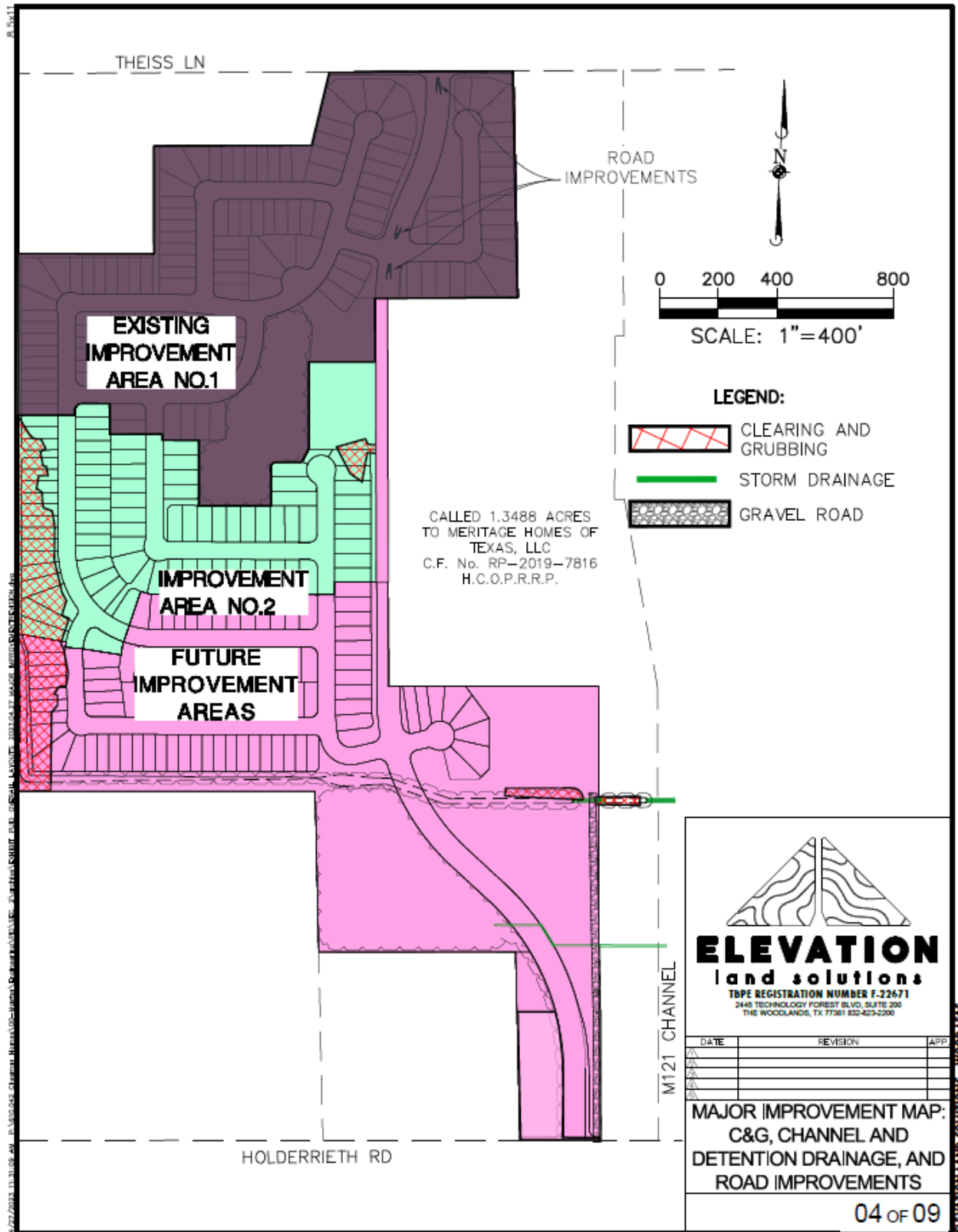
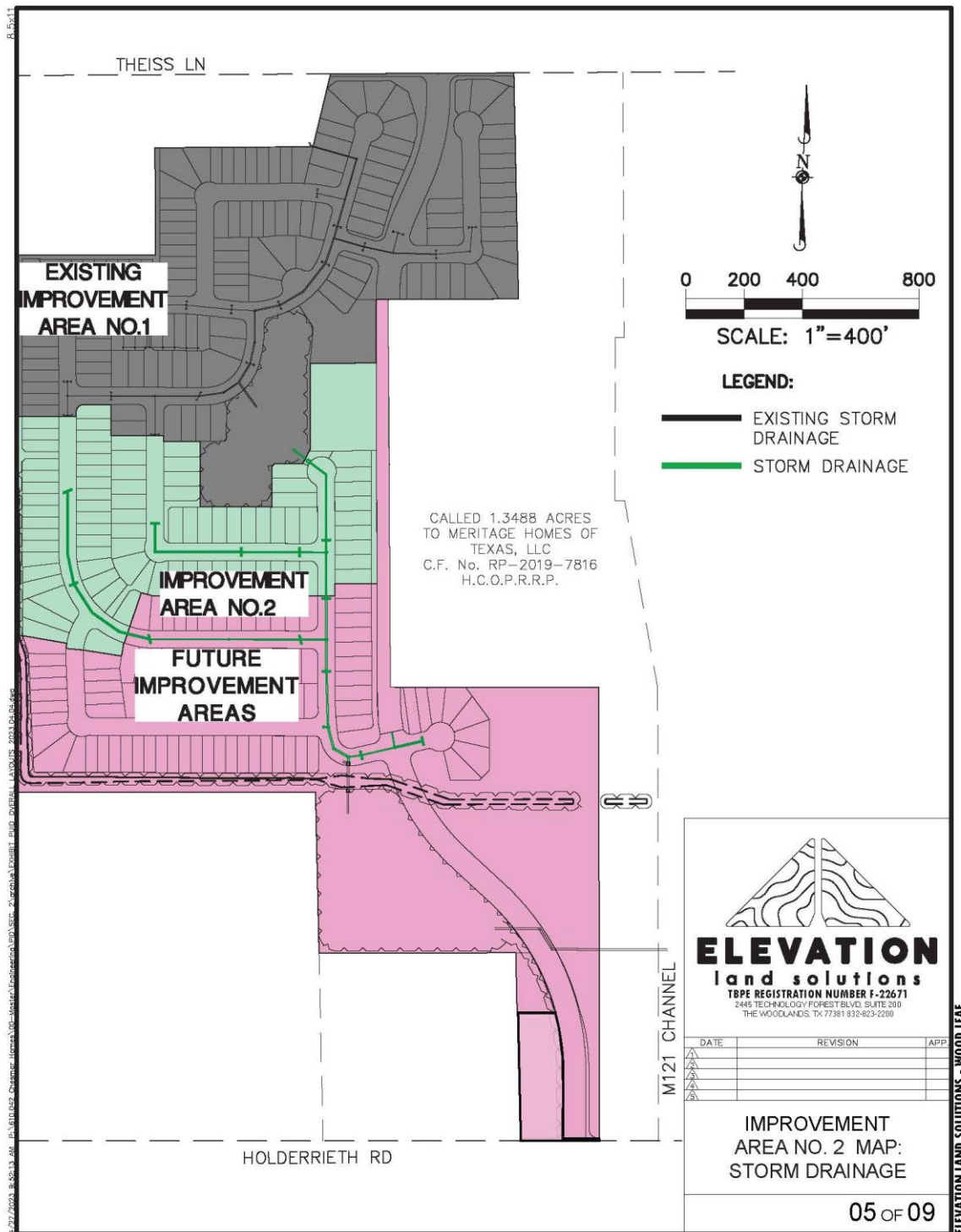
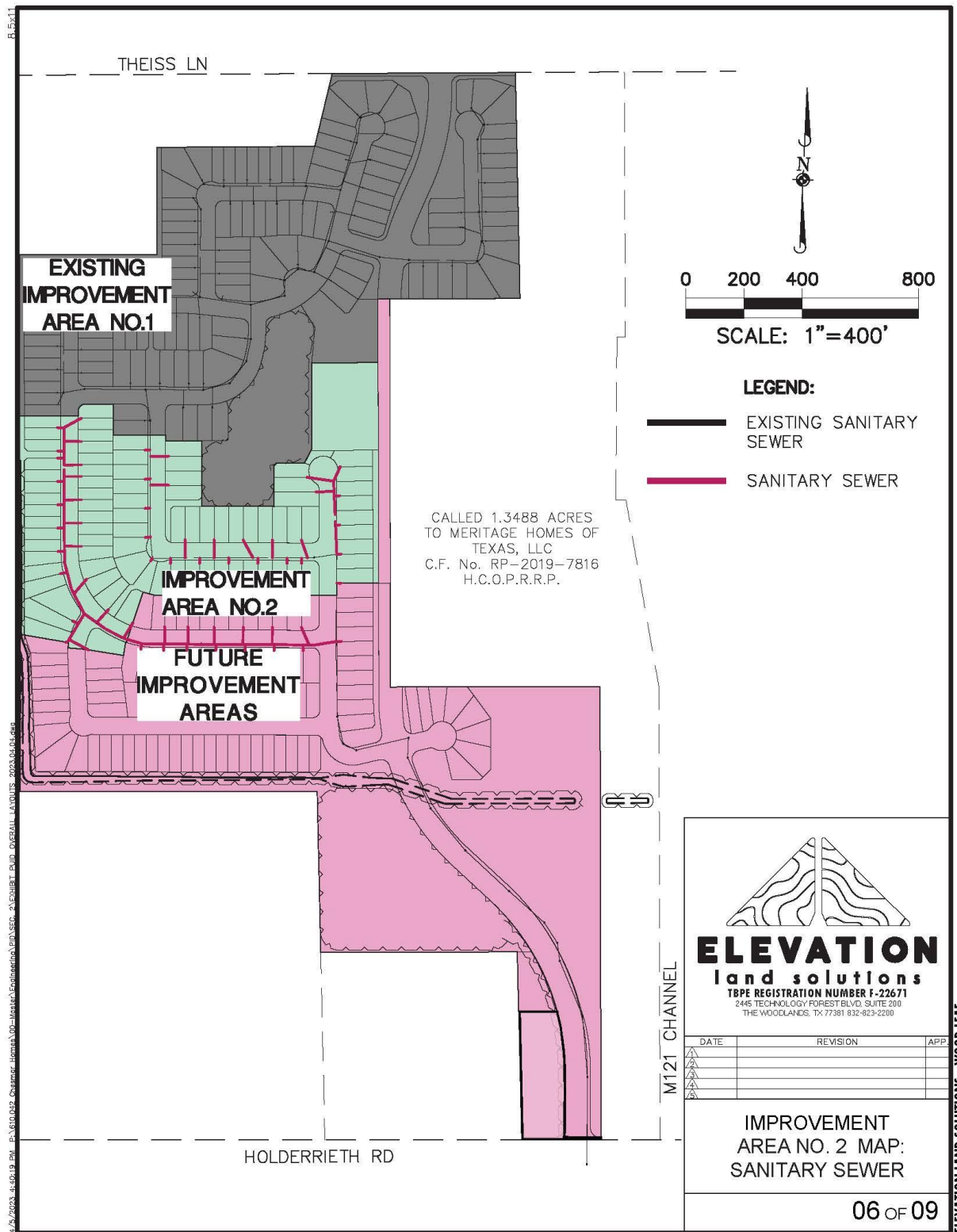
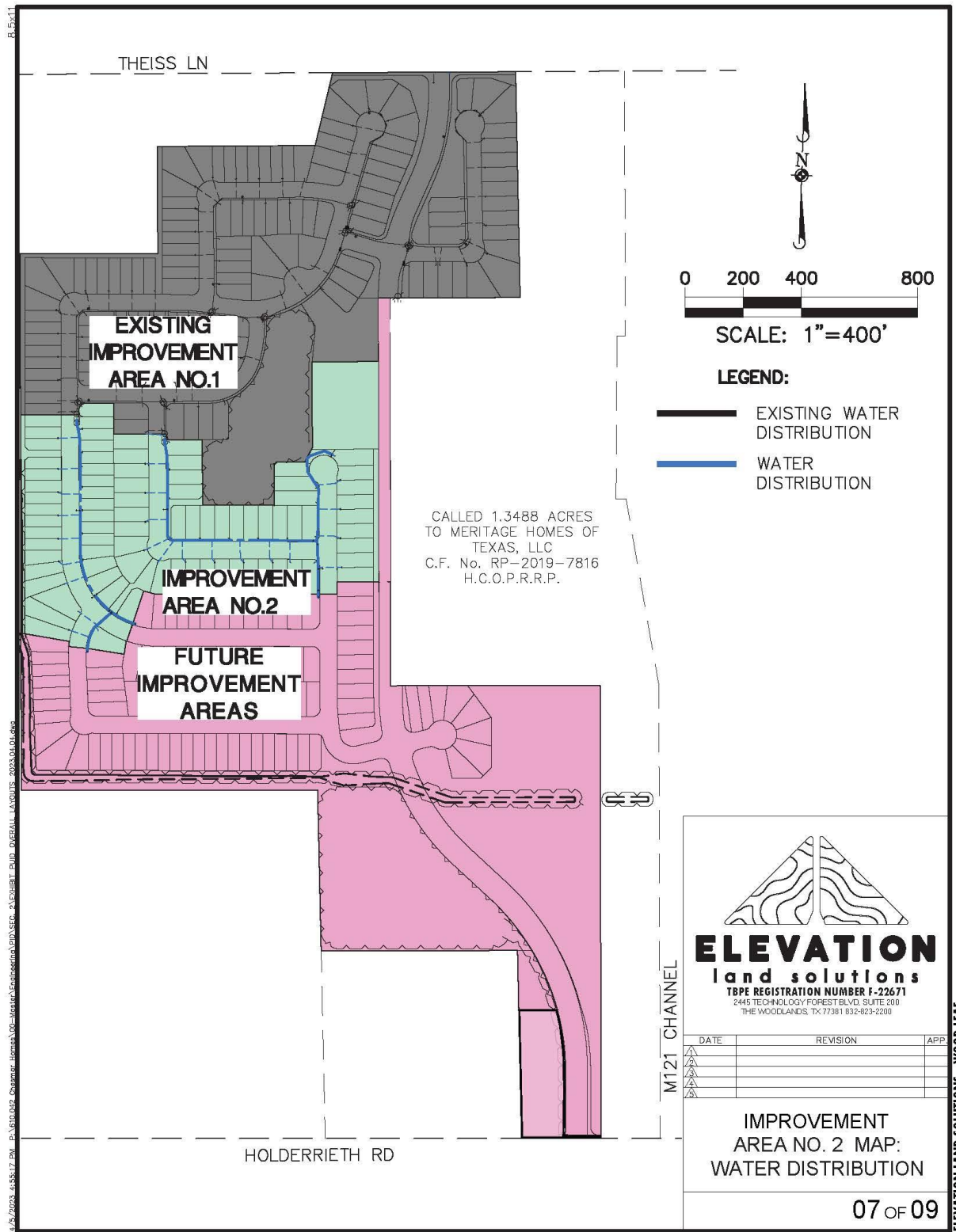
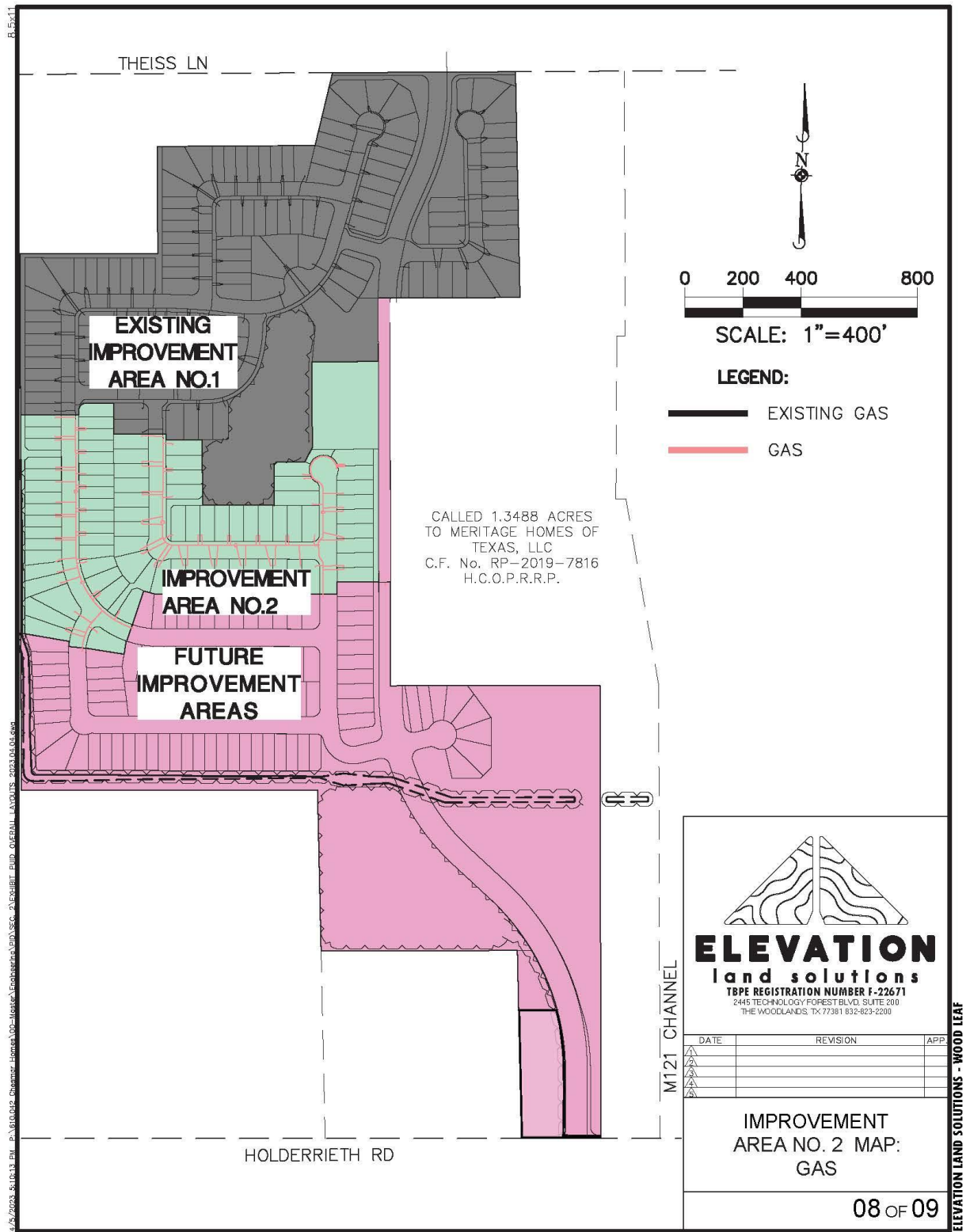


EXHIBIT I-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS









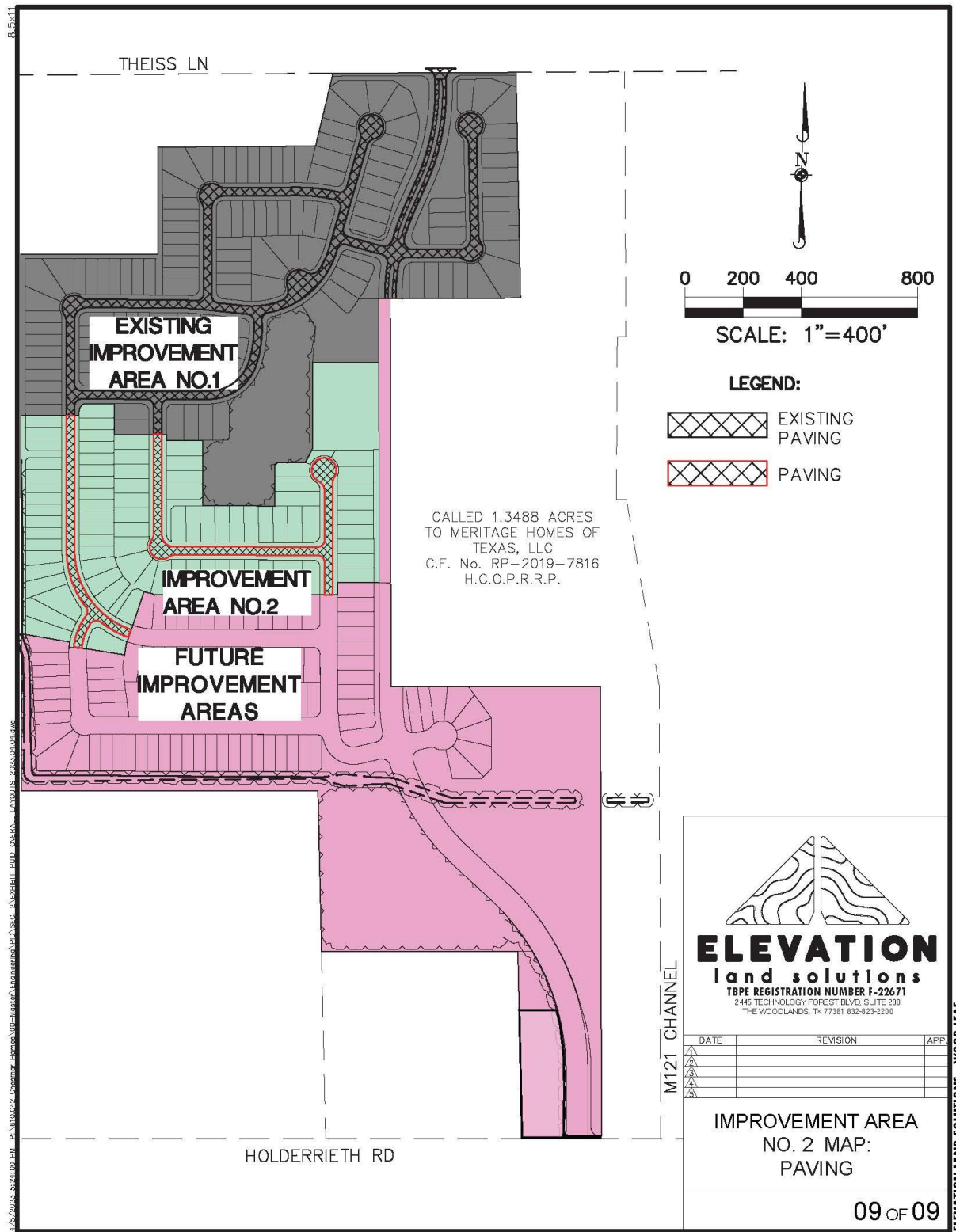
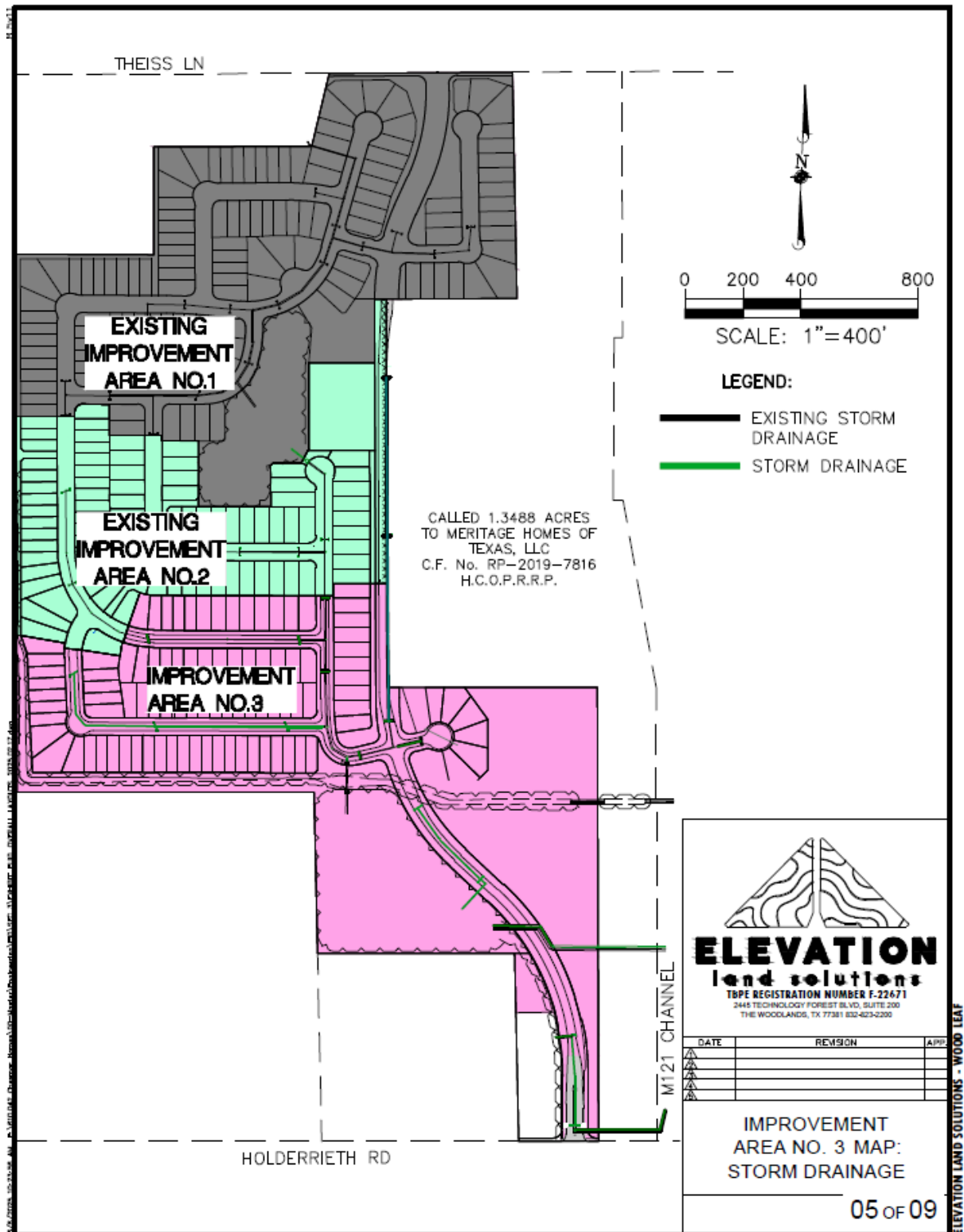
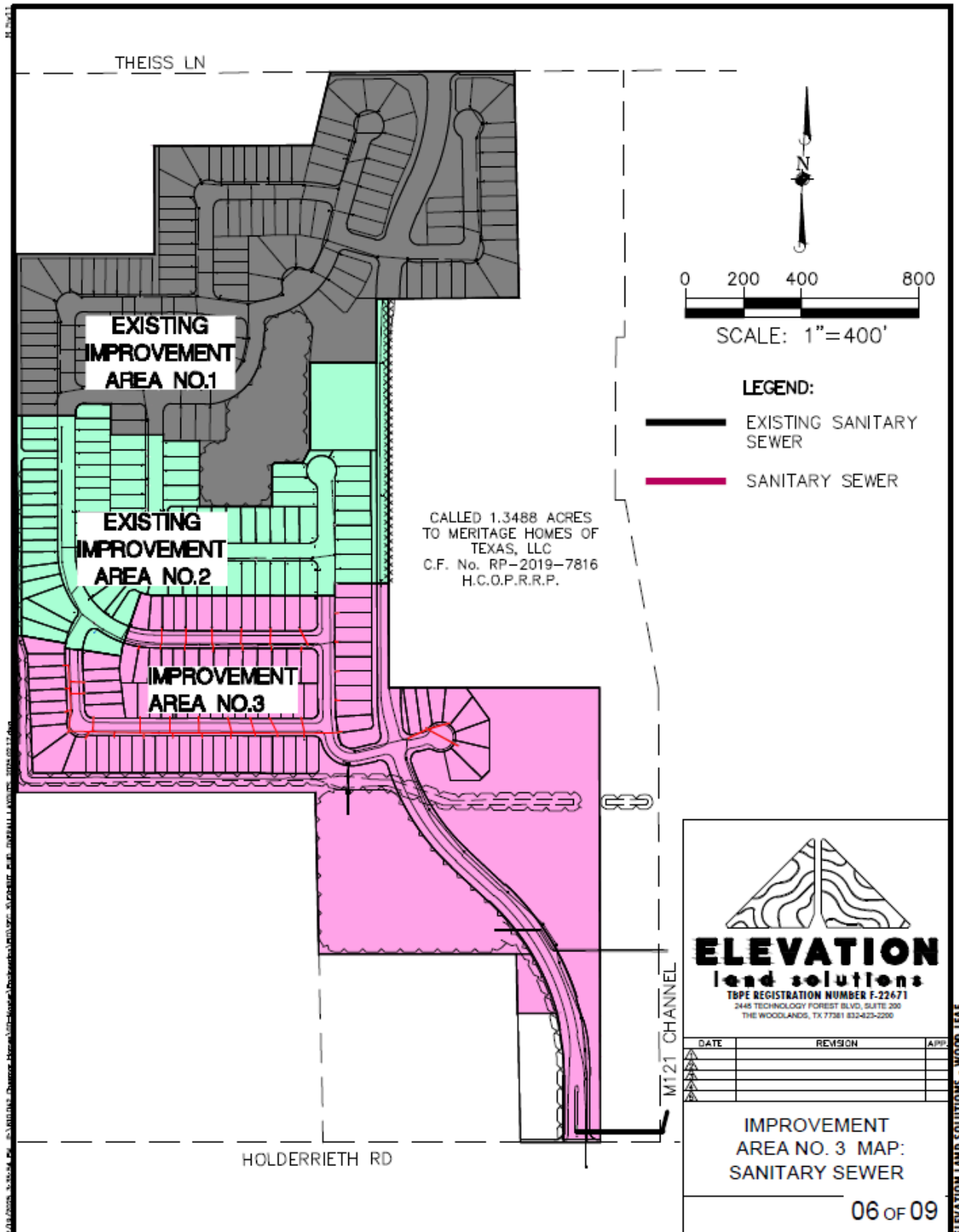
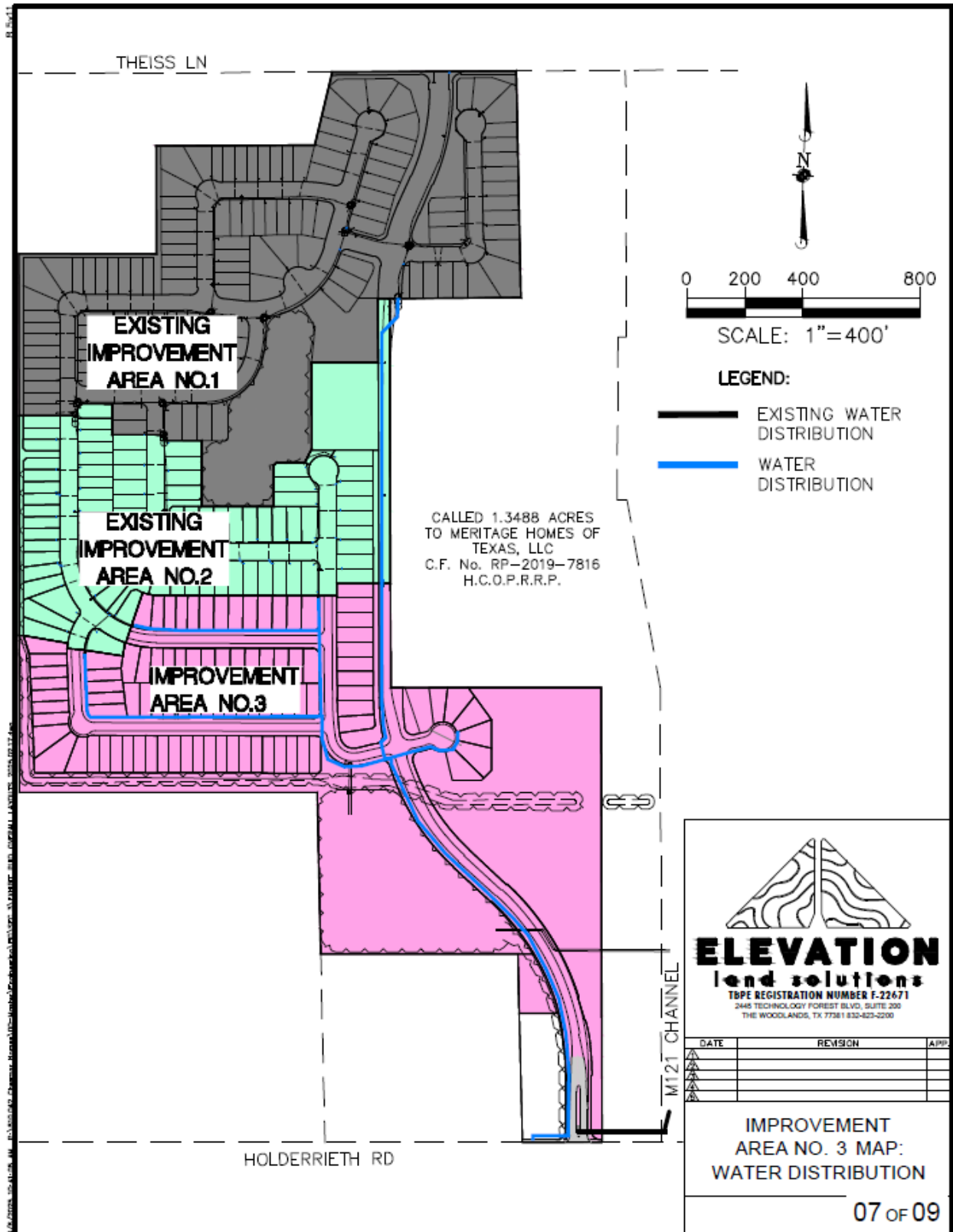
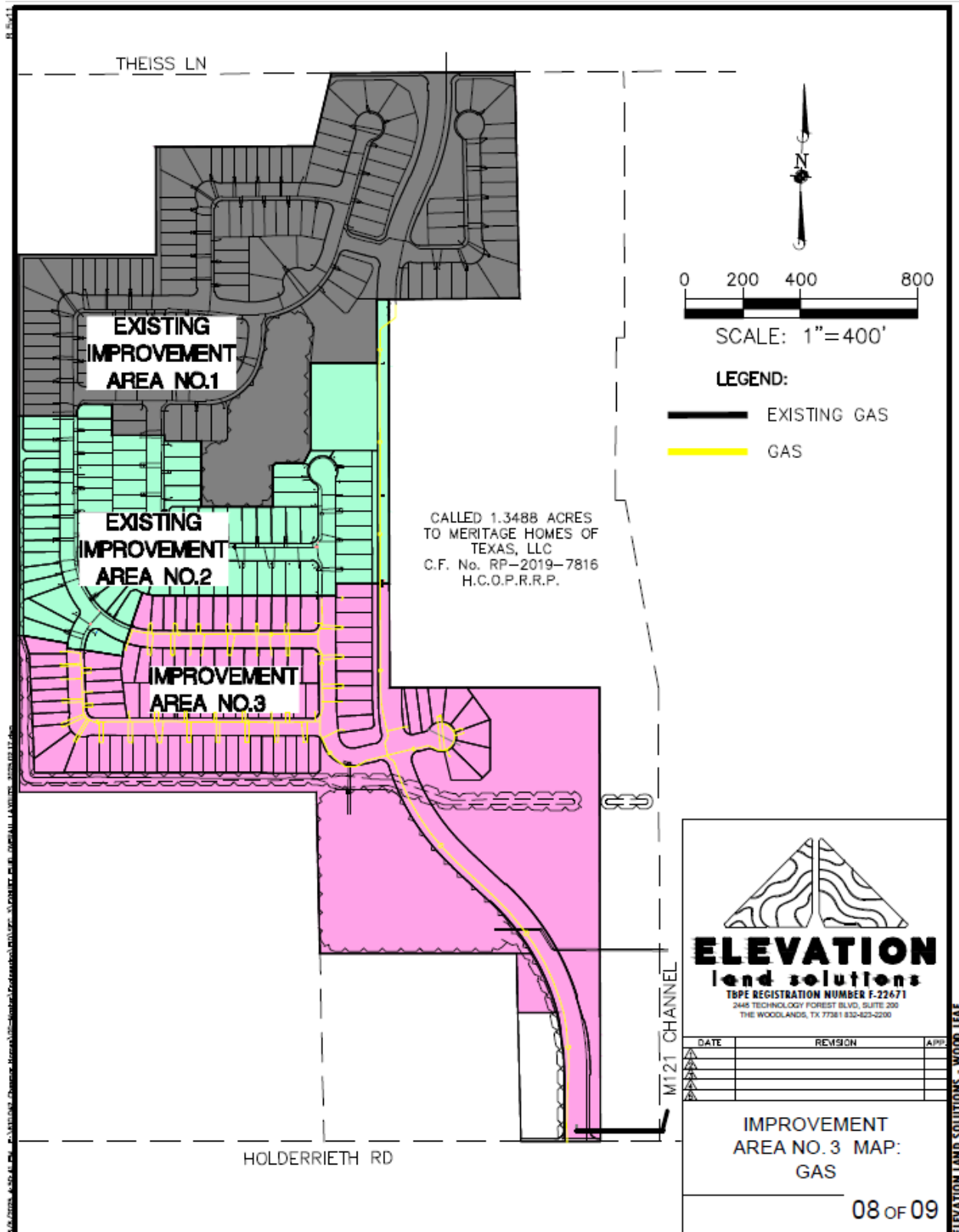


EXHIBIT I-4 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS









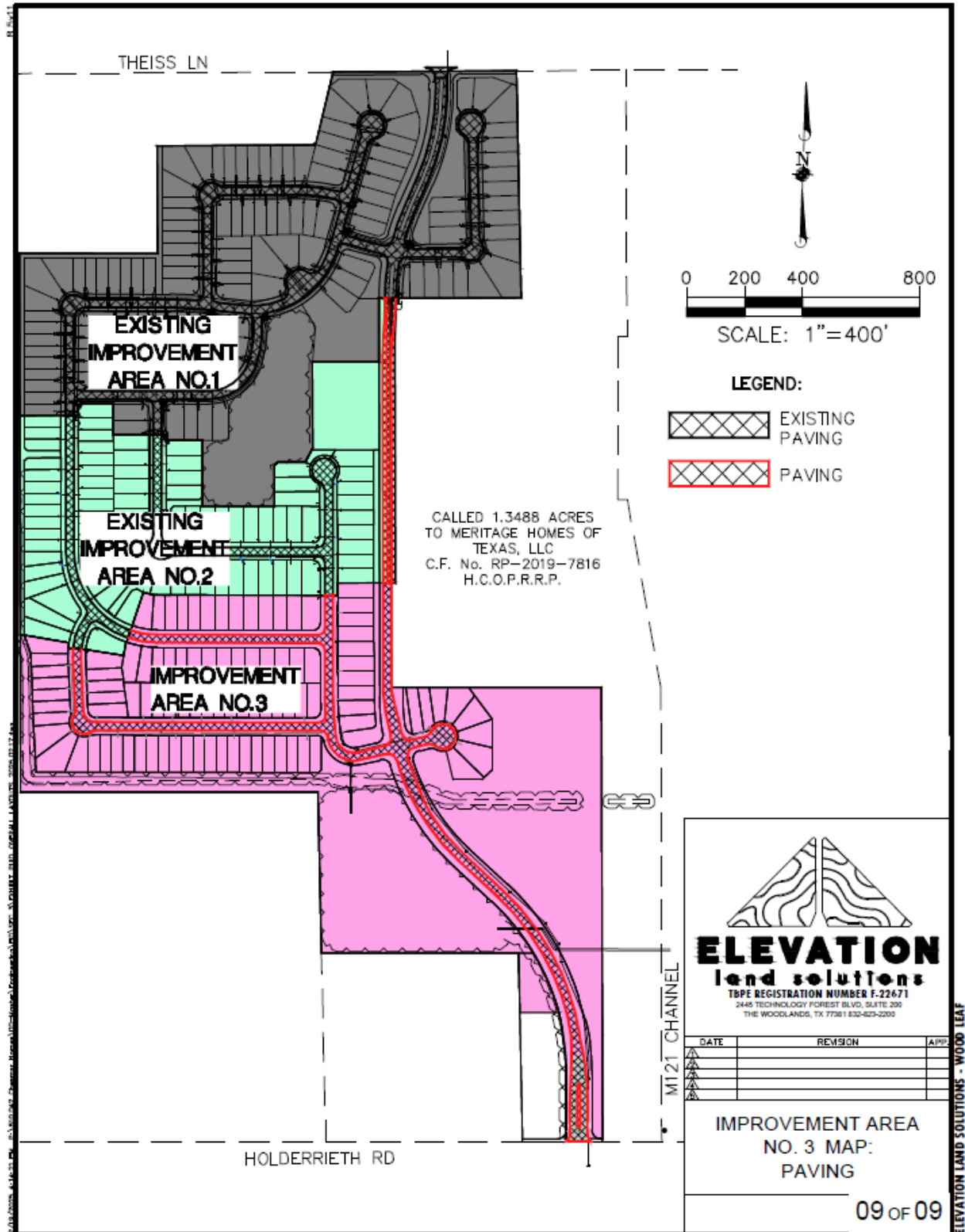


EXHIBIT J – NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Harris County Civil Courthouse
Honorable [County Clerk Name]
201 Caroline, Suite 310
Houston, Texas 77002

Re: City of Tomball Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Tomball is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Tomball
Attn: [City Secretary]
401 Market Street
Tomball, Texas 77375

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

**[City Secretary]
City of Tomball
401 Market Street
Tomball, Texas 77375**

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Tomball, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Tomball, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about January 18, 2021, the City Council for the City, approved Resolution No. 2021-04, creating the Wood Leaf Reserve Public Improvement District; and

WHEREAS, the Wood Leaf Reserve Public Improvement District consists of approximately 90.54 contiguous acres located within the City; and

WHEREAS, on or about____, ____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Wood Leaf Reserve Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$____.____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, as established by Ordinance No. _____, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF TOMBALL, TEXAS,

By: _____
[Name], [Title]

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], [Title] for the City of Tomball, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT K-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2023	\$ 90,000.00	\$ 227,386.14	\$ 317,386.14
2024	71,000.00	246,826.26	317,826.26
2025	73,000.00	243,453.76	316,453.76
2026	76,000.00	239,986.26	315,986.26
2027	79,000.00	236,376.26	315,376.26
2028	82,000.00	232,623.76	314,623.76
2029	86,000.00	228,421.26	314,421.26
2030	90,000.00	224,013.76	314,013.76
2031	94,000.00	219,401.26	313,401.26
2032	98,000.00	214,583.76	312,583.76
2033	102,000.00	209,561.26	311,561.26
2034	108,000.00	203,568.76	311,568.76
2035	114,000.00	197,223.76	311,223.76
2036	120,000.00	190,526.26	310,526.26
2037	126,000.00	183,476.26	309,476.26
2038	133,000.00	176,073.76	309,073.76
2039	140,000.00	168,260.00	308,260.00
2040	148,000.00	160,035.00	308,035.00
2041	156,000.00	151,340.00	307,340.00
2042	165,000.00	142,175.00	307,175.00
2043	174,000.00	132,481.26	306,481.26
2044	183,000.00	122,258.76	305,258.76
2045	194,000.00	111,507.50	305,507.50
2046	205,000.00	100,110.00	305,110.00
2047	216,000.00	88,066.26	304,066.26
2048	229,000.00	75,376.26	304,376.26
2049	242,000.00	61,922.50	303,922.50
2050	256,000.00	47,705.00	303,705.00
2051	270,000.00	32,665.00	302,665.00
2052	286,000.00	16,802.50	302,802.50
Total	<u>\$4,406,000.00</u>	<u>\$4,884,207.58</u>	<u>\$9,290,207.58</u>

EXHIBIT K-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

Final

City of Tomball

Special Assessment Revenue Bonds

Wood Leaf Reserve PID Improvement Area #2

Series 2024

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
09/30/2024	-	-	21,146.88	21,146.88
09/30/2025	49,000.00	5.500%	169,175.00	218,175.00
09/30/2026	51,000.00	5.500%	166,480.00	217,480.00
09/30/2027	53,000.00	5.500%	163,675.00	216,675.00
09/30/2028	55,000.00	5.500%	160,760.00	215,760.00
09/30/2029	58,000.00	5.500%	157,735.00	215,735.00
09/30/2030	60,000.00	5.500%	154,545.00	214,545.00
09/30/2031	63,000.00	5.500%	151,245.00	214,245.00
09/30/2032	66,000.00	5.500%	147,780.00	213,780.00
09/30/2033	68,000.00	5.500%	144,150.00	212,150.00
09/30/2034	71,000.00	5.500%	140,410.00	211,410.00
09/30/2035	75,000.00	5.500%	136,505.00	211,505.00
09/30/2036	78,000.00	5.500%	132,380.00	210,380.00
09/30/2037	81,000.00	5.500%	128,090.00	209,090.00
09/30/2038	85,000.00	5.500%	123,635.00	208,635.00
09/30/2039	89,000.00	5.500%	118,960.00	207,960.00
09/30/2040	93,000.00	5.500%	114,065.00	207,065.00
09/30/2041	98,000.00	5.500%	108,950.00	206,950.00
09/30/2042	102,000.00	5.500%	103,560.00	205,560.00
09/30/2043	107,000.00	5.500%	97,950.00	204,950.00
09/30/2044	112,000.00	5.500%	92,065.00	204,065.00
09/30/2045	118,000.00	5.750%	85,905.00	203,905.00
09/30/2046	124,000.00	5.750%	79,120.00	203,120.00
09/30/2047	130,000.00	5.750%	71,990.00	201,990.00
09/30/2048	137,000.00	5.750%	64,515.00	201,515.00
09/30/2049	144,000.00	5.750%	56,637.50	200,637.50
09/30/2050	151,000.00	5.750%	48,357.50	199,357.50
09/30/2051	159,000.00	5.750%	39,675.00	198,675.00
09/30/2052	168,000.00	5.750%	30,532.50	198,532.50
09/30/2053	177,000.00	5.750%	20,872.50	197,872.50
09/30/2054	186,000.00	5.750%	10,695.00	196,695.00
Total	\$3,008,000.00	-	\$3,241,561.88	\$6,249,561.88

Series 2024 IA 2 - FINAL | SINGLE PURPOSE | 7/1/2024 | 11:26 AM

HilltopSecurities
Public Finance

Page 5

EXHIBIT K-3 - DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #3 BONDS

EXHIBIT L-1 – DISTRICT BOUNDARY DESCRIPTION

A **METES & BOUNDS** description of a certain 90.54 acre (3,943,901 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632 in Harris County, Texas, being all of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP- 2020-405995, Harris County Official Public Records of Real Property, also being all of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 90.54 acre (3,943,901 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 2-inch iron pipe found, being the most westerly northwest corner of the herein described tract, being the most westerly northwest corner of said called 61.013 acre tract, also being the southwest corner of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P., by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records of Real Property, also being on the east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, by plat recorded in Clerk's File No. W008922, Harris County Map Records;

THENCE, North 87°45'25" East, 472.90 feet along the south line of said called 6.7133 acre tract to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract;

THENCE, North 02°26'51" West, 368.19 feet along the east line of said called 6.7133 acre tract to a 5/8-inch iron rod (with cap) found, being the most northerly northwest corner of said called 61.013 acre tract;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Alejandro and Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a point for corner, being the northeast corner of said called 1.167 acre tract (Tract 2), from which a 5/8-inch iron rod (with cap) found bears North 11°11'31" East, 0.41 feet;

THENCE, North 87°21'24" East, 629.28 feet to a point for the northeast corner of the herein described tract, being the northeast corner of said Tract V, also being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC, by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears North 03°29'29" West, 0.92 feet;

THENCE, along the west line of said called 39.03 acre tract, the following five (5) courses and distances:

1. South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found;
2. South 87°21'07" West, 448.18 feet to a 5/8-inch iron rod found;
3. South 02°27'59" East, 1,331.96 feet to a 1/2-inch iron rod found;
4. North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found;

5. South 02°27'41" East, 1,545.47 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set for the southeast corner of the herein described tract, being 10 feet north of and parallel to the north right-of-way line of Holderrieth Road (width varies per Volume 816, Page 359, and Volume 1036, Page 256, Harris County Deed Records);

THENCE, South 87°39'37" West, 10 feet north of and parallel to said north right-of-way line of Holderrieth Road, 129.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 30.00 feet, a central angle of 40°10'02", an arc length of 21.03 feet, and a chord bearing of North 17°44'38" East, 20.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 02°20'23" West, 198.70 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 810.05 feet, a central angle of 15°17'16", an arc length of 216.14 feet, and a chord bearing of North 09°59'01" West, 215.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°39'37" West, 132.30 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the east line of a called 0.6462 acre tract (Tract 2) conveyed to Alejandro Gomez

and Apolinar Gomez by deed recorded in Clerk's File No. 20060092123, Harris County Official Public Records of Real Property;

THENCE, North 03°36'41" West, 204.00 feet along said east line of said called 0.6462 acre tract to the northeast corner of said called 0.6462 acre tract, from which a 1-inch iron pipe found bears North 22°52'28" West, 1.14 feet;

THENCE, South 87°37'15" West, along the north line of said called 0.6462 acre tract, at a distance of 100.11 feet passing a 1/2-inch iron rod found, being the northwest corner of said called 0.6462 acre tract, also being the northeast corner of the remainder of a called 10.0 acre tract conveyed to Walter John Rumfolo and wife, Lucille Rumfolo, by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, continuing along the north line of said called 10.0 acre tract for a total distance of 675.32 feet to a 3/8-inch iron rod found, being the northwest corner of said remainder of said called 10.0 acre tract, also being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet along said east line of said called 25.950 acre tract to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet along the north line of said called 25.950 acre tract to a point for corner, being the northwest corner of said called 25.950 acre tract, also being on the east line of a called 1.3488 acre tract conveyed to Gordon Bruce Glanville by deed recorded in Clerk's File No. P064837, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears South 87°39'58" West, 1.07 feet;

THENCE, North 02°26'12" West, at a distance of 766.87 feet passing a 1/2-inch iron rod found, being the northeast corner of a called 5.0074 acre tract conveyed to Alvin W. Theis and wife, Thelma Theis, by deed recorded in Clerk's File No. J142169, Harris County Official Public Records of Real Property, also being the southeast corner of a called 4.9837 acre tract conveyed to Tractor Supply Co. of Texas, LP, by deed recorded in Clerk's File No. 20140022360, Harris County Official Public Records of Real Property, at a distance of 1,726.03 feet passing a 1/2-inch iron rod inside of a 2" iron pipe found on said east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, in all a distance of 1,844.67 feet to the **POINT OF BEGINNING, CONTAINING 90.54 acres (3,943,901 square feet)** of land in Montgomery County, Texas, filed in the office of Manhard Consulting, Ltd. In The Woodlands, Texas.

EXHIBIT L-2 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES & BOUNDS description of a certain 33.4418 acre (1,456,725 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being all of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Clerk's File No. RP-2021-200807, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, and being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 33.4418 acre (1,456,725 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 61.013 acre tract and being on the east line of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P. by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Maritia LP, an Arizona Limited Partnership, by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 1.167 acre tract and being on the south right-of-way line of Theis Lane (60 foot right-of-way per based on a width of 60 feet) recorded in Clerk's File No. J558545 and Clerk's File No. S551096, Harris County Official Public Records of Real Property;

THENCE, along the south right-of-way line of said Theis Lane, North 87°21'24" East, 629.28 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 4.990 acre tract (Tract V), being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, and being the northeast corner of the herein described tract;

THENCE, South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found, being the southeast corner of said called 4.990 acre tract (Tract V);

THENCE, South 87°21'07" West, 408.18 feet to a 5/8-inch iron rod (with cap) found, being on an interior line of said called 18.334 acre tract (Tract IV);

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

THENCE, South 87°32'01" West, at 40.00 feet passing a 5/8-inch iron rod found, being an exterior corner of said called 39.0554 acre tract and being an interior corner of said called 18.334 acre tract (Tract IV), and continuing for a total distance of 80.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 18.334 acre tract (Tract IV);

THENCE, along the north line of the remainder of said called 18.334 acre tract (Tract IV), the following nine (9) courses and distances:

1. South 02°27'59" East, 217.82 feet to a 5/8-inch iron rod (with cap) found;
2. South 87°31'54" West, 227.76 feet to a 5/8-inch iron rod (with cap) found;
3. South 02°28'06" East, 295.16 feet to a 5/8-inch iron rod (with cap) found;
4. South 25°22'36" West, 54.93 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 95.46 feet to a 5/8-inch iron rod (with cap) found;
6. South 42°40'08" West, 14.11 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°27'43" East, 140.00 feet to a 5/8-inch iron rod (with cap) found;
8. South 87°48'00" West, 247.32 feet to a 5/8-inch iron rod (with cap) found;
9. North 02°24'47" West, 225.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 61.013 acre tract;

THENCE, along the north line of the remainder of said called 61.013 acre tract, the following eight (8) courses and distances:

1. South 87°48'00" West, 125.00 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 19.46 feet to a 5/8-inch iron rod (with cap) found;
3. South 87°35'13" West, 180.00 feet to a 5/8-inch iron rod (with cap) found;
4. North 02°24'47" West, 106.21 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 94.91 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
6. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing South 42°41'37" West, 35.42 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 15.69 feet to a 5/8-inch iron rod (with cap) found;

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632


8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

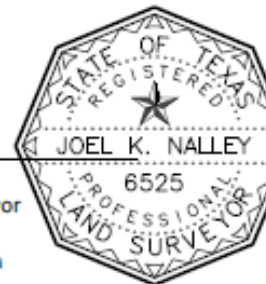
THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

THENCE, North 87°45'25" East, 472.90 feet to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract, being an interior corner of said called 61.013 acre tract;

THENCE, North 02°26'51" West, 368.19 feet to the **POINT OF BEGINNING, CONTAINING 33.4418 acres** (1,456,725 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
Texas Board of Professional Engineers &
Land Surveyors Firm Reg. No. 10194692


Acting By/Through Joel K. Nalley
Registered Professional Land Surveyor
No. 6525
jnalley@elevationlandsolutions.com



12/17/2021

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

EXHIBIT L-3 – IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 18.02 acre (784,734 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 18.02 acre (784,734 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Wal-Mart Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records, and being the northwest corner of the herein described tract;

THENCE, along the south line of said Wood Leaf Reserve Section 1, the following eighteen (18) courses and distances:

1. North 87°35'13" East, 200.54 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 15.69 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
3. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing North 42°41'37" East, 35.42 feet to a 5/8-inch iron rod (with cap) found;
4. North 87°48'00" East, 94.91 feet to a 5/8-inch iron rod (with cap) found;
5. South 02°24'47" East, 106.21 feet to a 5/8-inch iron rod (with cap) found;
6. North 87°35'13" East, 180.00 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 19.46 feet to a 5/8-inch iron rod (with cap) found;
8. North 87°48'00" East, 125.00 feet to a 5/8-inch iron rod (with cap) found;
9. South 02°24'47" East, 225.00 feet to a 5/8-inch iron rod (with cap) found;

Page 1 of 3

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\Wood Leaf Reserve Section 2 m&b\042-00 18.02 acres Wood Leaf Reserve Section 2 m&b.doc

10. North 87°48'00" East, 247.32 feet to a 5/8-inch iron rod (with cap) found;
11. North 02°27'43" West, 140.00 feet to a 5/8-inch iron rod (with cap) found;
12. North 42°40'08" East, 14.11 feet to a 5/8-inch iron rod (with cap) found;
13. North 87°48'00" East, 95.46 feet to a 5/8-inch iron rod (with cap) found;
14. North 25°22'36" East, 54.93 feet to a 5/8-inch iron rod (with cap) found;
15. North 02°28'06" West, 295.16 feet to a 5/8-inch iron rod (with cap) found;
16. North 87°31'54" East, 227.76 feet to a 5/8-inch iron rod (with cap) found;
17. North 02°27'59" West, 217.82 feet to a 5/8-inch iron rod (with cap) found;
18. North 87°32'01" East, 40.00 feet to a 5/8-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being in the centerline of School Street (based on a width of 80-feet) recorded in Film Code No. 694636, Harris County Map Records, being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the east line of said called 18.334 acre tract (Tract IV) and along the west right-of-way line of said School Road, 974.84 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, and being the southeast corner of the herein described tract;

THENCE, South 87°32'17" West, 183.90 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 02°27'43" East, 41.98 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°32'17" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°48'00" West, 569.09 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 77°12'01" West, 37.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 16°17'58" West, 182.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a westerly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing North 73°31'15" West, 2.07 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 06°49'15" West, 46.06 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

Chesmar Homes, LLC
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey
Abstract No. 632

THENCE, North 83°20'05" West, 132.59 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 87°04'13" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a northerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing North 05°09'50" East, 17.93 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 82°36'08" West, 153.73 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°33'48" West, 15.22 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along west line of said called 61.013 acre tract, 752.10 feet to the **POINT OF BEGINNING, CONTAINING** 18.02 acres (784,734 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
Texas Board of Professional Engineers &
Land Surveyors Firm Reg. No. 10194692

James Augustine Ladwig
Acting By/Through J. Augustine Ladwig
Registered Professional Land Surveyor
No. 6835
gladwig@elevationlandsolutions.com
03/06/2023



Page 3 of 3

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\Wood Leaf Reserve Section 2 m&b\042-00
18.02 acres Wood Leaf Reserve Section 2 m&b.doc

EXHIBIT L-4 - IMPROVEMENT AREA #3 BOUNDARY DESCRIPTION

A METES & BOUNDS description of a certain 40.6455 acre (1,770,516 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 40.6455 acre (1,770,516 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

COMMENCING at a 3/4-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, and being on the east line of Restricted Reserve "A" of Wal-Mart-Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records;

THENCE, South 02°26'12" East, along the west line of said called 61.013 acre tract, 752.10 feet to a 3/4-inch iron rod (with cap) found, being the POINT OF BEGINNING and the northwest corner of the herein described tract, and being on the west line of said called 61.013 acre tract;

THENCE, North 87°33'48" East, 15.22 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 82°36'08" East, 153.73 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in a southerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing South 05°09'50" West, 17.93 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 87°04'13" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 83°20'05" East, 132.59 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 06°49'15" East, 46.06 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in an easterly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing South 73°31'15" East, 2.07 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 16°17'58" East, 182.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 77°12'01" East, 37.28 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°48'00" East, 569.09 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°32'17" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 02°27'43" West, 41.98 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°32'17" East, 183.90 feet to a 3/4-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the west right-of-way line of said School Road, 357.25 feet to a 1/2-inch iron rod found, being an interior corner of said called 61.013 acre tract;

THENCE, North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found, being an interior corner of Reserve "D" of Cherry Pines Section 3 according to the plat thereof recorded in Film Code No. 694782, Harris County Map Records, and being an exterior corner of said called 61.013 acre tract;

THENCE, South 02°27'41" East, 1,555.47 feet to a 5/8-inch iron rod found, being the southeast corner of said called 61.013 acre tract, being the southwest corner of said Reserve "D" of said Cherry Pines Section 3, being on the north right-of-way line of Holderrieth Road (based on variable width right-of-way); and being the southeast corner of the herein described tract;

THENCE, South 87°39'37" West, along the north right-of-way line of said Holderrieth Road and the south line of said called 61.013 acre tract, 273.53 feet to the southeast corner of a called 0.8357 acre tract (Tract I) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, and being the most southerly southwest corner of the herein described tract, from which a 5/8-inch iron rod (with cap) found bears South 03°37' East, 0.7 feet;

THENCE, North 03°36'41" West, 645.74 feet to the northeast corner of a called 0.6462 acre tract (Tract II) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, being an interior corner of said called 61.013 acre tract, from which a 1-inch iron pipe found bears North 22°52' West, 1.1 feet;

THENCE, South 87°37'15" West, 675.32 feet to a 3/8-inch iron rod found, being an exterior corner of said called 61.013 acre tract, being the northwest corner of a called 10 acre tract conveyed to Walter John Rumfolo and Lucille Rumfolo by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, and being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., a Texas limited partnership, by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract and being an interior corner of said called 61.013 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet to a 3/4-inch iron rod (with cap) found, being the most northerly southwest corner of said called 61.013 acre tract, being on the east line of a called 1.3488 acre tract conveyed to David Neel and Marlon R. Davis by deed recorded in Clerk's File No. RP-2017-407632 Harris County Official Public Records of Real Property, and being the most northerly southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along the west line of said called 61.013 acre tract, 537.25 feet to the POINT OF BEGINNING, CONTAINING 40.6455 acres (1,770,516 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

EXHIBIT M-1 – IMPROVEMENT AREA #1 FINAL PLAT

Page 282

STATE OF TEXAS §
COUNTY OF HARRIS §

WE, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING BY AND THROUGH DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, OWNER IN THIS SECTION AFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 18.02 ACRES TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SEC 2, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LEGAL DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY END OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNDISTRICTED AERIAL EASEMENT FIVE (5) FEET IN WIDTH FROM A PLANE TWENTY (20) FEET ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL DRAINS, DITCHES, GULLIES, RAVINES, DRENCH, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED AND DEPICTED UPON IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, DURING THE CITY OF TOMBALL, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, DRAIN, CREEK, OR NATURAL DRAINAGEWAY SHALL BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF TREES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ANYTHING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER HEREUNTO AUTHORIZED, AND ITS COMMON SEAL HEREUNTO AFFIXED
THIS ____ DAY OF _____, 2023.

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____
DONALD P. KLEIN
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD P. KLEIN, CHIEF EXECUTIVE OFFICER, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ Day of _____, 2023.

SIGNED: _____

PRINTED: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

I, PAUL R. BRETHERTON, AM AUTHORIZED (OR REGISTERED) UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE QUARTERS (3/4) OF AN INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

PAUL R. BRETHERTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 38977

I, TENESHA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2023 AT ____ O'CLOCK ____M., AND FULLY RECORDED ON _____, 2023 AT ____ O'CLOCK ____M., AND AT FILM CODE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN

TENESHA HUDSPETH
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY: _____
DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WOOD LEAF RESERVE SEC 2, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS ____ DAY OF _____, 2023.

BARBARA TAGUE
CHAIRMAN

SIGNATURE OF THE
VICE CHAIRMAN

PRINTED NAME


**WOOD LEAF RESERVE
SEC 2**

A SUBDIVISION OF 18.02 ACRES OF LAND
OUT OF THE CLAUDE N. PILLOT SURVEY, A-632
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

81 LOTS 6 RESERVES 4 BLOCKS

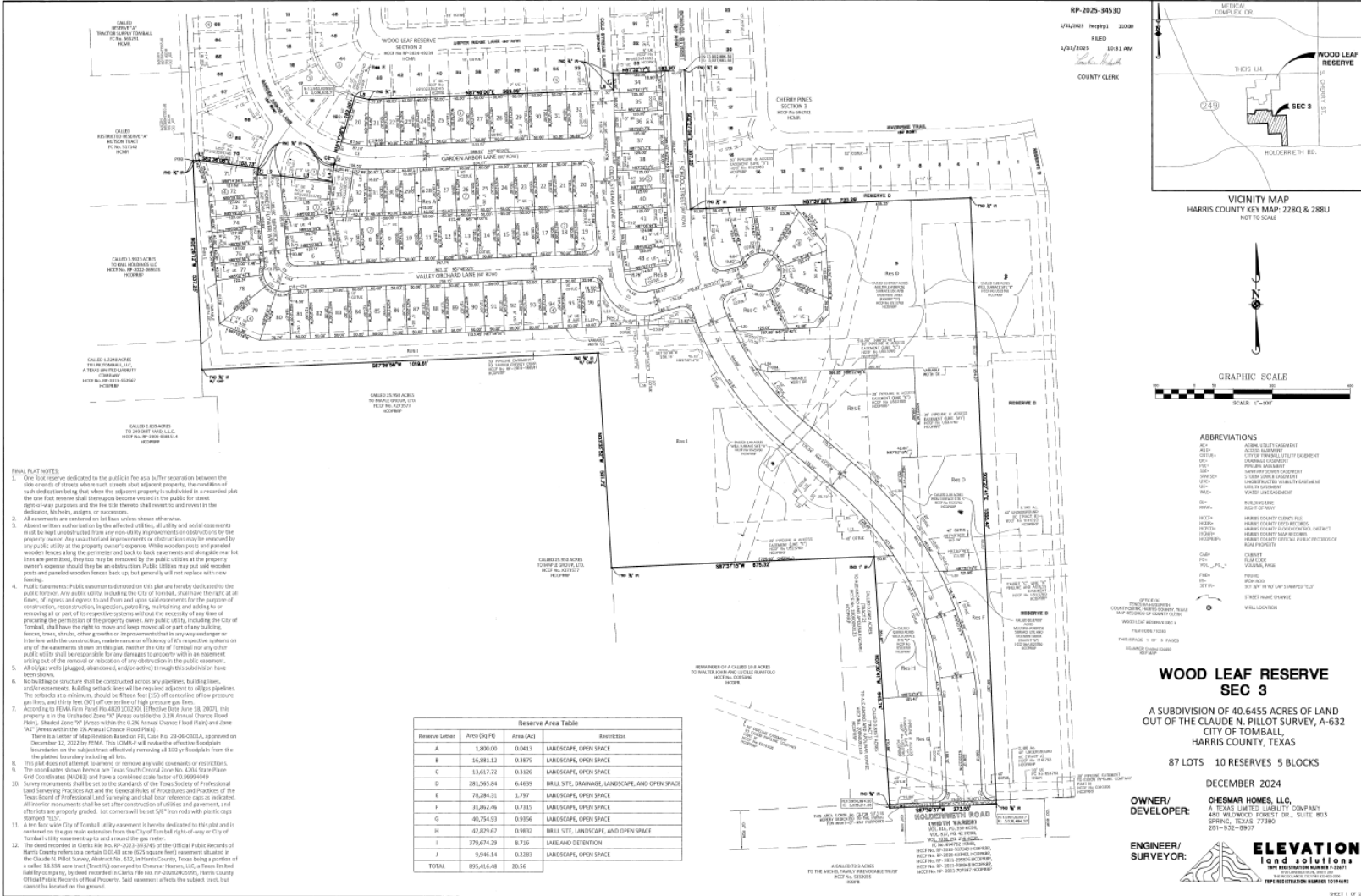
MARCH 2023

OWNER/
DEVELOPER: CHESMAR HOMES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
480 MIDWOOD FOREST DR., SUITE 803
SPRING, TEXAS 77380
281-932-8907

ENGINEER/
SURVEYOR:  **ELEVATION**
ord solutions
TAPES REGISTRATION NUMBER 1016482
TAPES REGISTRATION NUMBER 1016482

SHEET 2 OF 2

EXHIBIT M-3 - IMPROVEMENT AREA #3 FINAL PLAT



**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
2025 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN**

APPENDIX A – IMPROVEMENT AREA #3 ENGINEER’S REPORT



**ENGINEERING REPORT
FOR
WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
FOR
CITY OF TOMBALL
HARRIS COUNTY, TEXAS**



03/07/2025

Texas Board of Professional Engineers Registration No. F-22671 | Texas Board of Professional Land Surveying Registration No. 10194692
9709 Lakeside Blvd., Suite 200, The Woodlands, TX 77381 | 832.823.2200 | elevationlandsolutions.com



Table of Contents

Introduction.....	1
Development Costs	1
Development Improvements	1-2
Development Schedule.....	2
Design Stage	2
Construction Stage	2

List of Appendices

- Appendix 1 – Site Location Map
- Appendix 2 – Engineers' Opinion of Probable Cost
- Appendix 3 – Improvement Area Map
- Appendix 4 – Major Improvements Map: Clearing and Grubbing, Channel and Detention Drainage, and Road Improvement's Plan
- Appendix 5 – Improvement Area No. 1 Map: Storm Drainage
- Appendix 6 – Improvement Area No. 1 Map: Sanitary Sewer
- Appendix 7 – Improvement Area No. 1 Map: Water Distribution
- Appendix 8 – Improvement Area No. 1 Map: Gas
- Appendix 9 – Improvement Area No. 1 Map: Paving



Introduction

The Wood Leaf Reserve development is a proposed single-family residential development tract located in the City of Tomball, Texas located approximately 1,750 feet east of State Highway 249 , north of Holderrieth Road and south of Theiss Lane. The development encompasses approximately 95-acre tract of land that allows for construction of up to 291 single-family residential homes. A site location map has been included in **Appendix 1**.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs

The Wood Leaf Sec. 3 Water, Sanitary, Drainage, Gas & Paving project was bid 07/17/2023 and the project cost have been provided as **Appendix 2**.

Development Improvements

Development improvements have been defined as Improvement Areas #1 - #3. Improvement Area #1 consists of Wood Leaf Reserve Section 1. Improvement Area #2 consists of Wood Leaf Reserve Section 2. Improvement Area #3 consists of Wood Leaf Reserve Section 3.

Development Improvements will be designed and constructed in accordance with City of Tomball standards and specifications and will be owned and operated by the City unless otherwise indicated. Development improvements include:

- **Streets**

Major Improvements include median modifications from existing Improvement Area #1 and refresh topcoat of existing gravel road east of Wood Leaf Reserve and west M121 Drainage Channel. Improvement Areas #3 include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Drainage**

Major Improvements include clearing and grubbing, a bypass channel, and detention reinforced concrete piping into existing M121 channel. Improvement Areas # 3 include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.



- **Water**

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Wastewater**

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Gas**

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Development areas and improvements are depicted within **Appendix 3** through **Appendix 7**.

Development Schedule

Design Stage

All Wood Leaf Reserve construction plans have been approved by the City of Tomball

Construction Stage

Detention and Mass Grading for Wood Leaf Reserve Improvement Area #1 is completed. Wood Leaf Reserve Section 1 of Improvement Area #1 has been completed, and home construction has been completed.

Improvement Area #2, Wood Leaf Reserve, Section 2 has been completed, and home construction has started.


Improvement Area #3, Wood Leaf Reserve, Section 3 has been completed, and home construction to begin 2025.

APPENDIX



APPENDIX 1 SITE LOCATION MAP





ELEVATION
land solutions
TDE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-825-2200

DATE	REVISION	APP

SITE LOCATION
MAP

01 OF 09



APPENDIX 2 ENGINEER'S OPINION OF PROBABLE COST

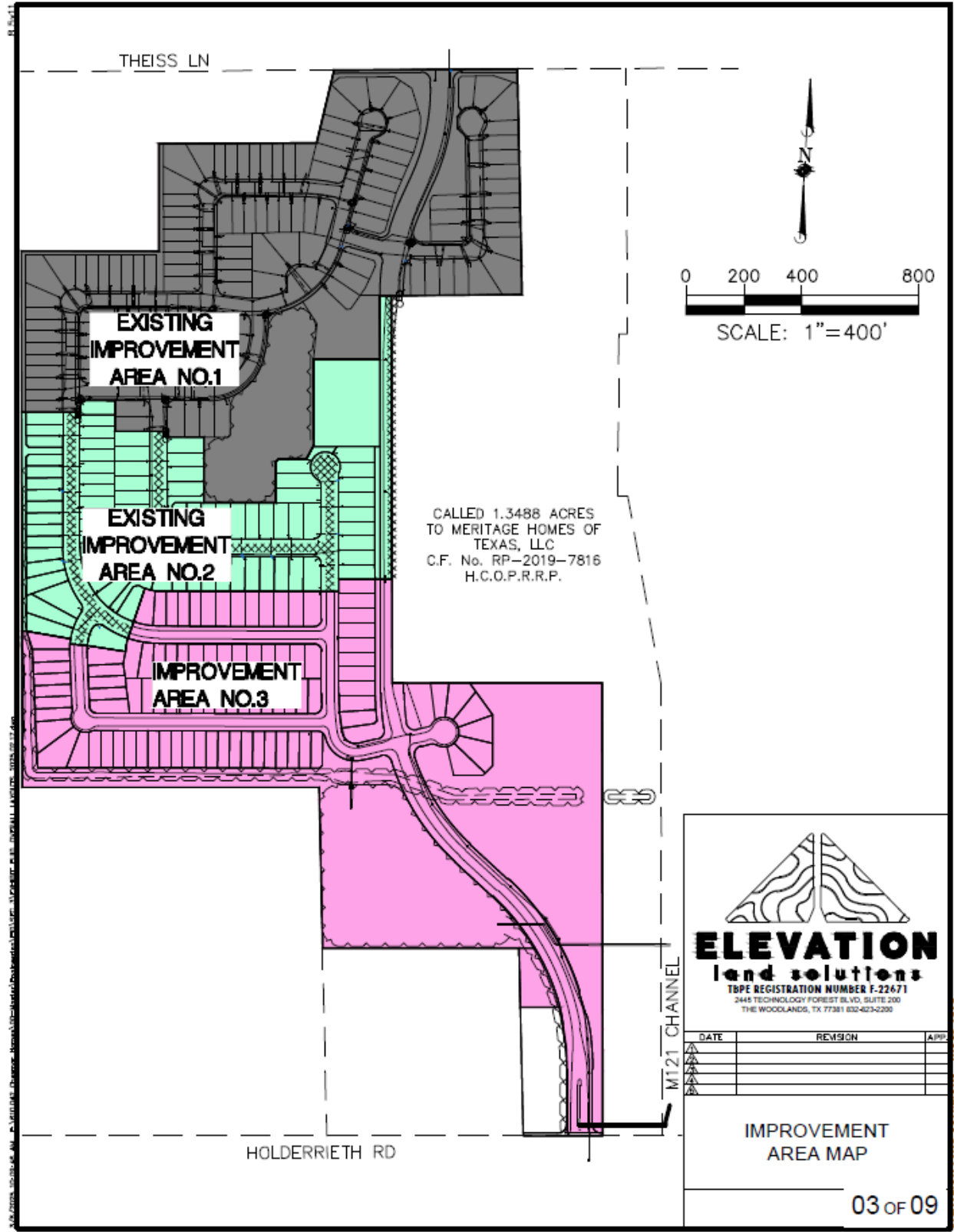
**Wood Leaf Reserve
Projected Project Costs
Service Area 3**



Item	Allocation	
	SA-3	
	87	
	39.08	
	30.46%	
Improvement Area Cost		
Hard Cost		
Clearing and Grubbing and Site Preparation		
Streets		1,940,093
Water		462,031
Wastewater		372,665
Drainage		1,054,588
Excavating Grading and Detention		0
Gas Improvements		208,184
Additional Items (per contract)		
Construction - Improvement Area	\$	4,037,561
Soft Cost		
Detention Impact Fees		
Preliminary Engineering		
Construction Staking		
SWPPP	1.5%	35,388
Geotech & CMT Services	2.0%	33,704
Engineering	15.0%	322,747
Contingencies	10.0%	
Construction Permit		
Drainage Study		
Traffic Impact Analysis		
Project Management Fee	4%	
Developer District Formation Expenses		
Soft Cost - Improvement Area		391,839
Total Cost - Improvement Area	\$	4,429,400
Major Improvements:		
Wastewater Collection System (Off-Site)		83,549
Clearing and Grubbing and Site Preparation		
Offsite Drainage		509,936
Excavation, Grading and Detention		
Construction Cost - Major Improvements		593,485
SWPPP	1.5%	7,667
Geotech & CMT Services	2.0%	5,454
Engineering	15.0%	46,407
Contingencies	10.0%	59,349
Project Management Fee	4%	23,740
Developer District Formation Expenses		30,457
Soft Cost - Major Improvements		173,072
Total - Major Improvements		766,557
GRAND TOTAL - Improvement Area and Major Improvements	\$	5,195,957



APPENDIX 3 IMRPOVEMENT AREA MAP



ELEVATION
land solutions
TBPB REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-423-2300

DATE	REVISION	APP.

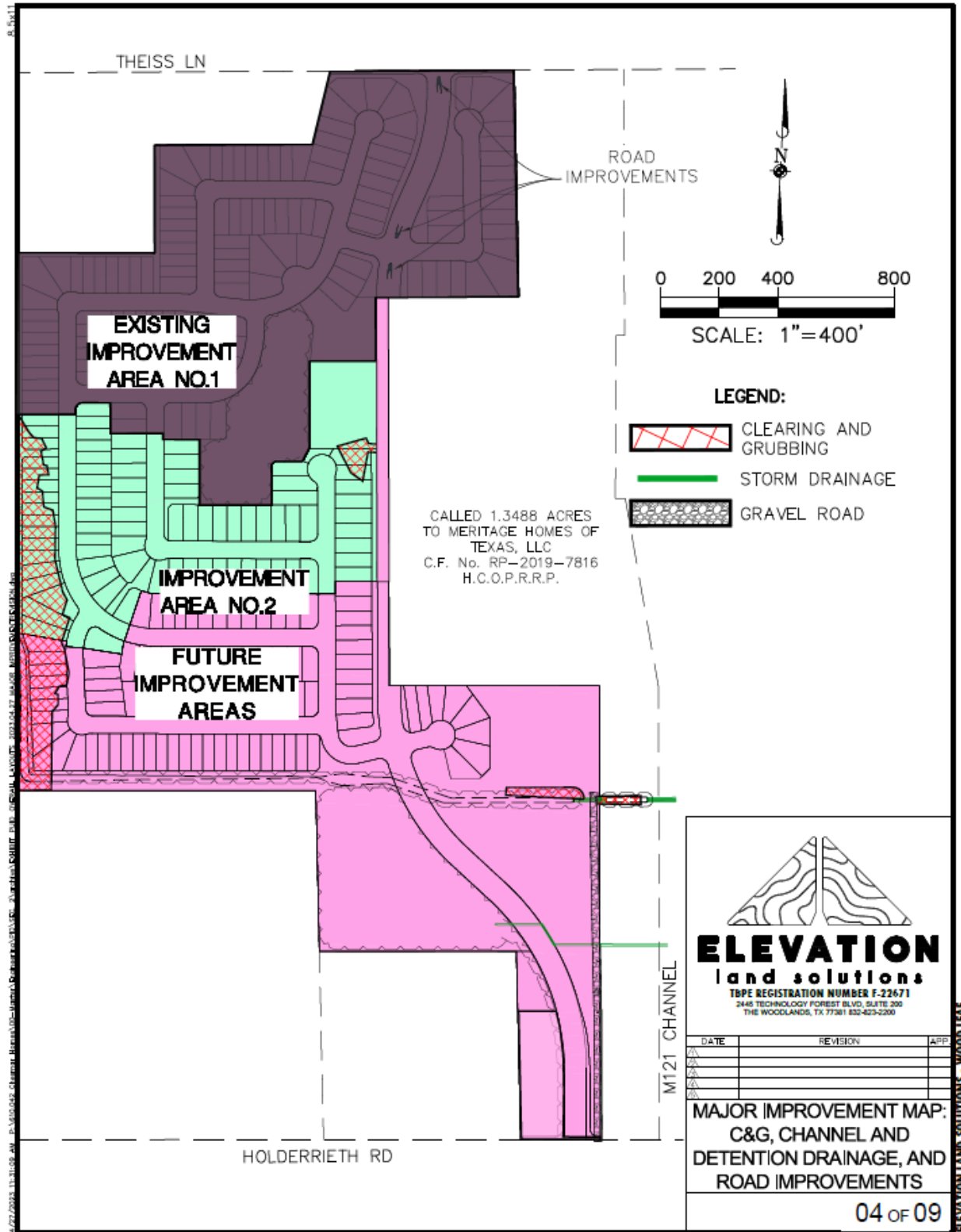
IMPROVEMENT
AREA MAP

03 OF 09

ELEVATION LAND SOLUTIONS - WOOD LEAF

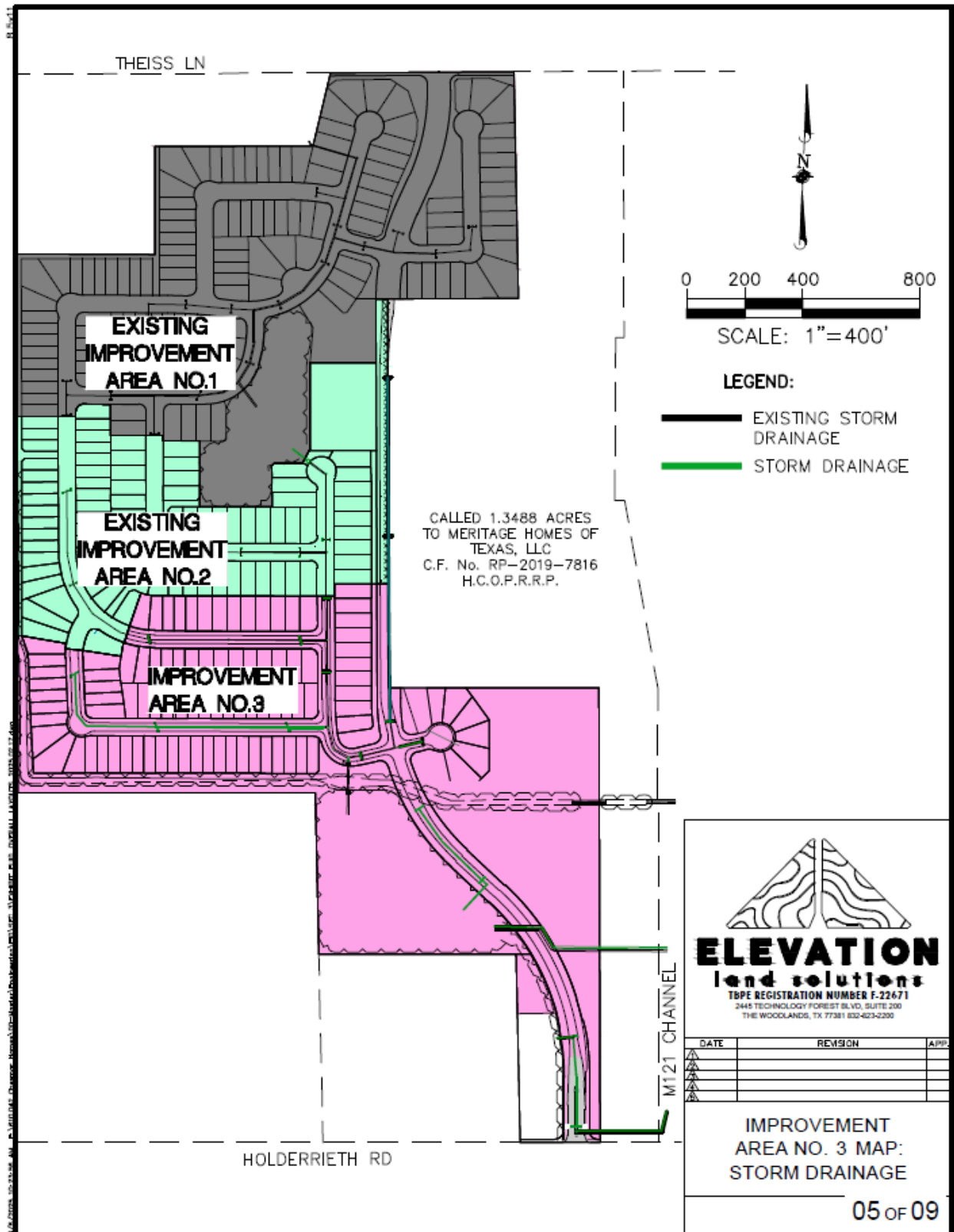


APPENDIX 4
MAJOR IMPROVEMENT AREA MAP: CLEARING AND GRUBBING, CHANNEL
AND DETENTION DRAINAGE, AND ROAD IMPROVEMENTS PLAN



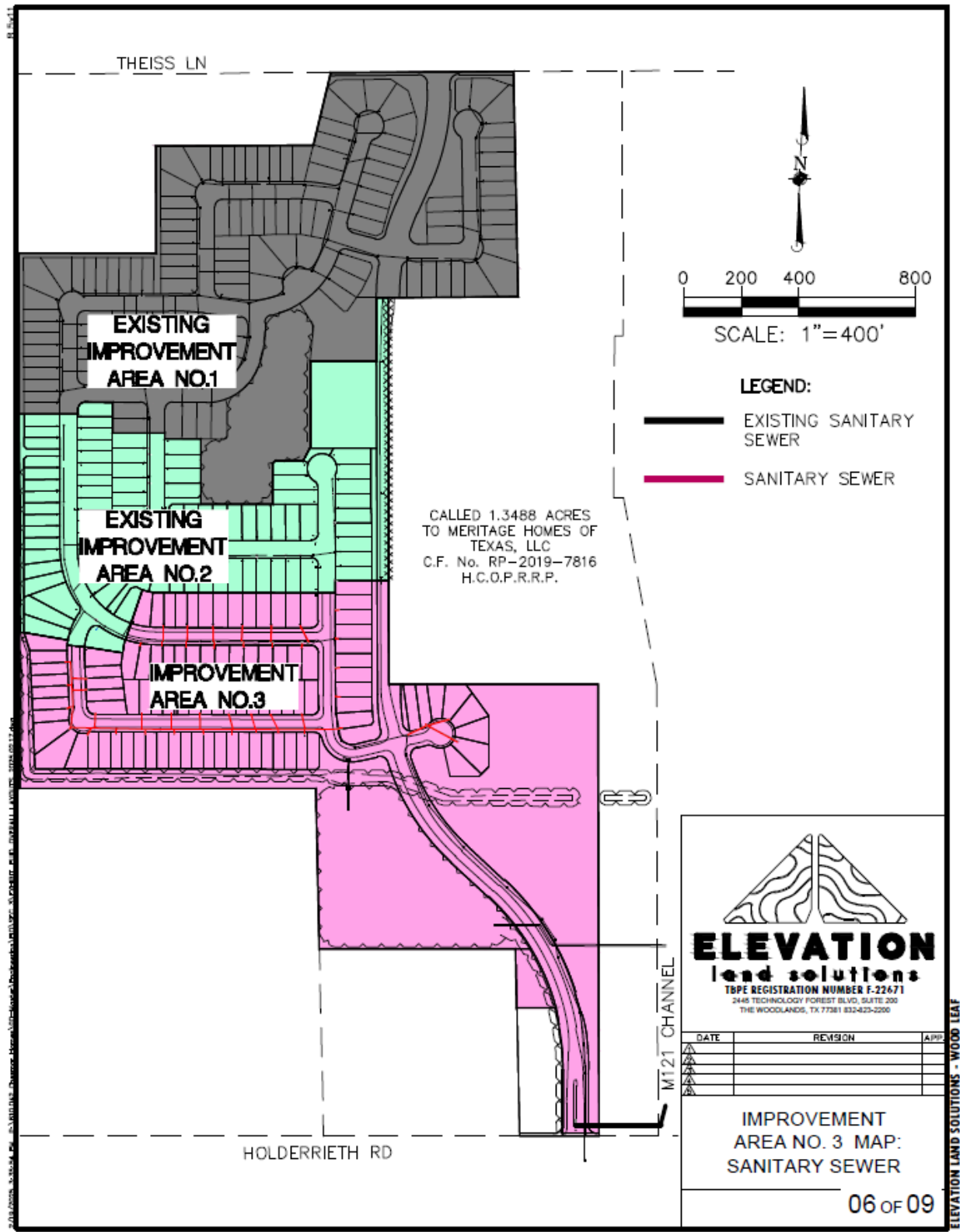


APPENDIX 5
IMPROVEMENT AREA NO. 3 MAP: STORM DRAINAGE





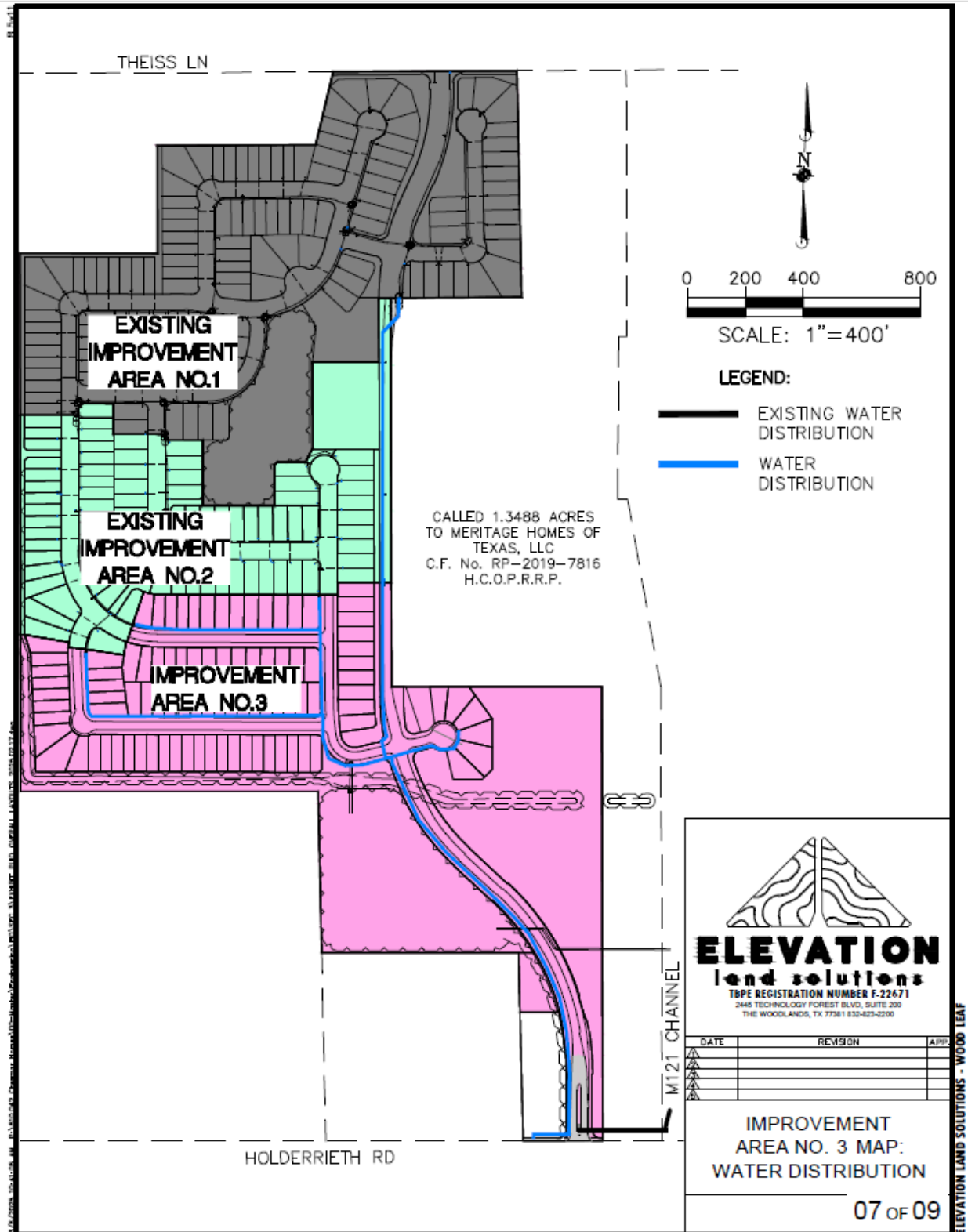
APPENDIX 6
IMPROVEMENT AREA NO. 3 MAP: SANITARY SEWER





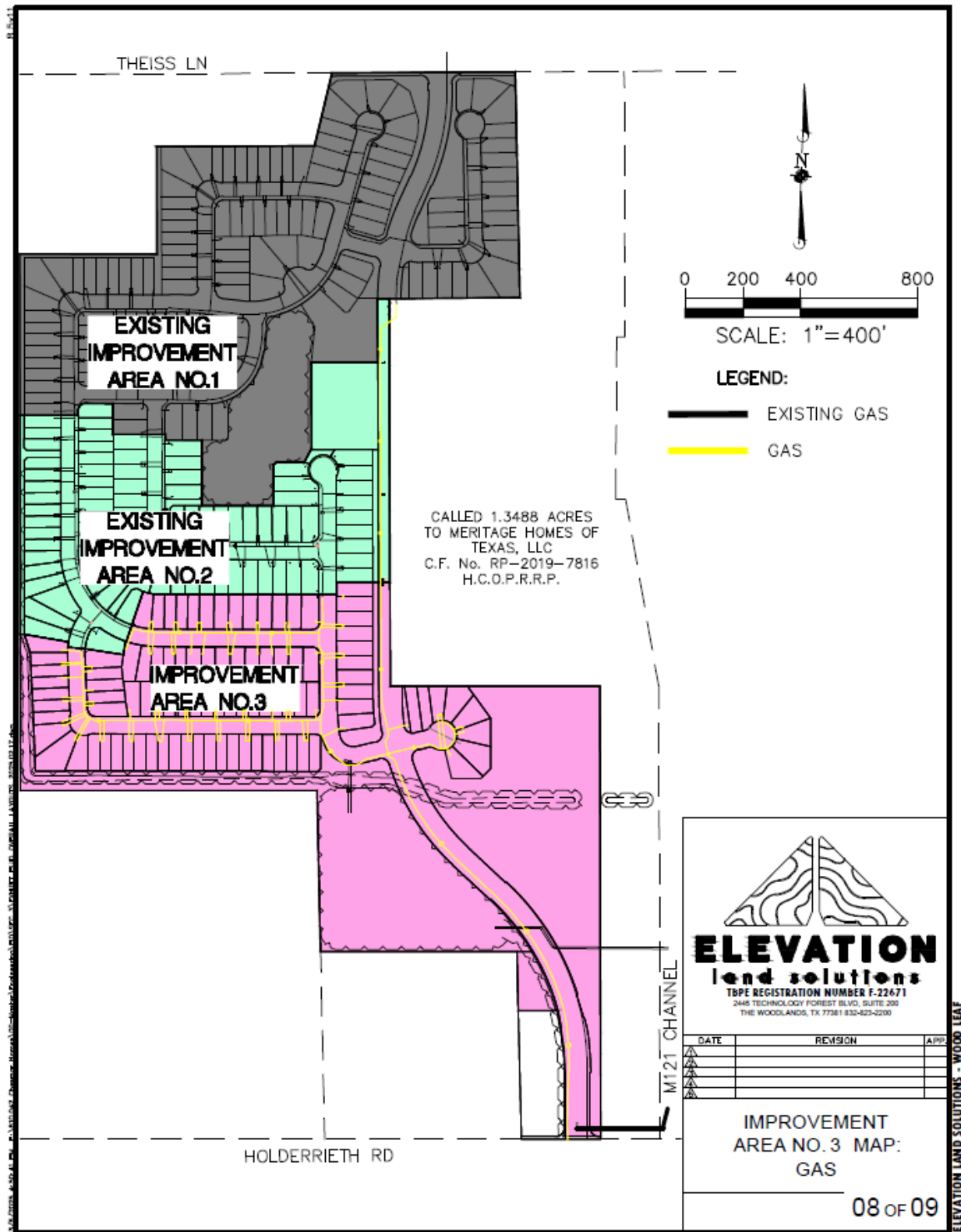
APPENDIX 7

IMPROVEMENT AREA NO. 3 MAP: WATER DISTRIBUTION



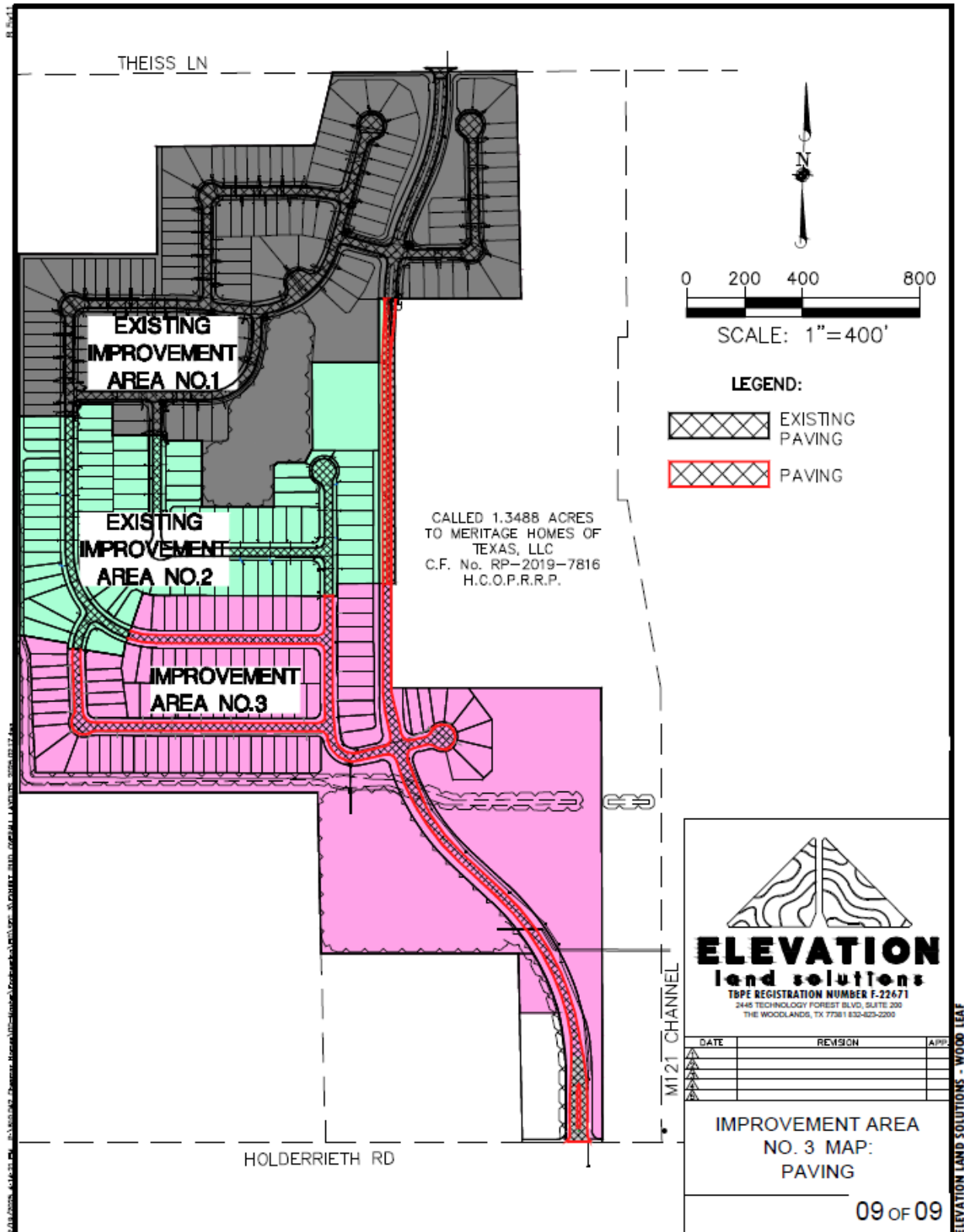


APPENDIX 8
IMPROVEMENT AREA NO. 3 MAP: GAS





APPENDIX 9 IMPROVEMENT AREA NO. 3 MAP: PAVING



APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- Improvement Area #1
 - Lot Type 1
 - Lot Type 2
- Improvement Area #2
 - Lot Type 3
 - Lot Type 4
- Improvement Area #3
 - Lot Type 5
 - Lot Type 6
 - Initial Parcel

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA
#1 - BUYER DISCLOSURE LOT TYPE 1**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$32,114.77

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Lot Type 1 - Improvement Area #1 2022 Bonds						
Installment Due January 31,	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs ^[c]	Total Installment ^[d]	
2026	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
2027	608.12	1,819.55	157.65	325.58	2,910.90	
2028	631.21	1,790.67	154.61	332.09	2,908.58	
2029	662.00	1,758.32	151.45	338.73	2,910.50	
2030	692.79	1,724.39	148.14	345.51	2,910.83	
2031	723.58	1,688.88	144.68	352.42	2,909.56	
2032	754.37	1,651.80	141.06	359.47	2,906.70	
2033	785.16	1,613.14	137.29	366.66	2,902.25	
2034	831.35	1,567.01	133.36	373.99	2,905.71	
2035	877.54	1,518.17	129.21	381.47	2,906.38	
2036	923.72	1,466.61	124.82	389.10	2,904.25	
2037	969.91	1,412.34	120.20	396.88	2,899.33	
2038	1,023.79	1,355.36	115.35	404.82	2,899.32	
2039	1,077.68	1,295.21	110.23	412.91	2,896.04	
2040	1,139.26	1,231.90	104.84	421.17	2,897.17	
2041	1,200.84	1,164.97	99.15	429.60	2,894.55	
2042	1,270.12	1,094.42	93.14	438.19	2,895.87	
2043	1,339.40	1,019.80	86.79	446.95	2,892.94	
2044	1,408.68	941.11	80.09	455.89	2,885.77	
2045	1,493.35	858.35	73.05	465.01	2,889.76	
2046	1,578.03	770.62	65.58	474.31	2,888.54	
2047	1,662.70	677.91	57.69	483.80	2,882.10	
2048	1,762.77	580.22	49.38	493.47	2,885.85	
2049	1,862.84	476.66	40.57	503.34	2,883.41	
2050	1,970.61	367.22	31.25	513.41	2,882.49	
2051	2,078.38	251.45	21.40	523.68	2,874.90	
2052	2,201.54	129.34	11.01	534.15	2,876.04	
Total	\$ 32,114.77	\$ 32,072.75	\$ 2,742.57	\$ 11,281.79	\$ 78,211.87	

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA
#1 - BUYER DISCLOSURE LOT TYPE 2**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,007.46

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Lot Type 2 - Improvement Area #1 2022 Bonds						
Installment Due January 31,	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs ^[c]	Total Installment ^[d]	
2026	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$	3,265.12
2027	681.83	2,040.10	176.76	365.04		3,263.73
2028	707.72	2,007.72	173.35	372.35		3,261.13
2029	742.24	1,971.45	169.81	379.79		3,263.29
2030	776.77	1,933.41	166.10	387.39		3,263.66
2031	811.29	1,893.60	162.21	395.14		3,262.24
2032	845.81	1,852.02	158.16	403.04		3,259.03
2033	880.34	1,808.67	153.93	411.10		3,254.03
2034	932.12	1,756.95	149.53	419.32		3,257.92
2035	983.90	1,702.19	144.87	427.71		3,258.67
2036	1,035.69	1,644.38	139.95	436.26		3,256.28
2037	1,087.47	1,583.54	134.77	444.99		3,250.77
2038	1,147.89	1,519.65	129.33	453.89		3,250.76
2039	1,208.30	1,452.21	123.59	462.97		3,247.07
2040	1,277.35	1,381.22	117.55	472.22		3,248.35
2041	1,346.40	1,306.18	111.16	481.67		3,245.41
2042	1,424.07	1,227.08	104.43	491.30		3,246.88
2043	1,501.75	1,143.41	97.31	501.13		3,243.60
2044	1,579.43	1,055.18	89.80	511.15		3,235.56
2045	1,674.36	962.39	81.91	521.37		3,240.04
2046	1,769.30	864.02	73.53	531.80		3,238.66
2047	1,864.24	760.08	64.69	542.44		3,231.44
2048	1,976.44	650.55	55.37	553.29		3,235.65
2049	2,088.64	534.44	45.48	564.35		3,232.91
2050	2,209.47	411.73	35.04	575.64		3,231.88
2051	2,330.30	281.92	23.99	587.15		3,223.37
2052	2,468.39	145.02	12.34	598.89		3,224.65
Total	\$ 36,007.46	\$ 35,960.35	\$ 3,075.00	\$ 12,649.28	\$	87,692.10

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#2 - BUYER DISCLOSURE LOT TYPE 3**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$34,538.48

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Lot Type 3 - Improvement Area #2 2024 Bonds					
Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
2027	618.63	1,910.47	166.86	399.59	3,095.55
2028	641.98	1,876.45	163.76	407.58	3,089.77
2029	677.00	1,841.14	160.55	415.73	3,094.42
2030	700.34	1,803.90	157.17	424.05	3,085.46
2031	735.36	1,765.38	153.67	432.53	3,086.93
2032	770.37	1,724.94	149.99	441.18	3,086.48
2033	793.72	1,682.57	146.14	450.00	3,072.43
2034	828.74	1,638.91	142.17	459.00	3,068.82
2035	875.43	1,593.33	138.03	468.18	3,074.97
2036	910.44	1,545.19	133.65	477.54	3,066.82
2037	945.46	1,495.11	129.10	487.09	3,056.76
2038	992.15	1,443.11	124.37	496.84	3,056.47
2039	1,038.84	1,388.54	119.41	506.77	3,053.56
2040	1,085.53	1,331.41	114.21	516.91	3,048.06
2041	1,143.89	1,271.70	108.79	527.25	3,051.63
2042	1,190.58	1,208.79	103.07	537.79	3,040.23
2043	1,248.94	1,143.31	97.11	548.55	3,037.91
2044	1,307.30	1,074.61	90.87	559.52	3,032.31
2045	1,377.34	1,002.71	84.33	570.71	3,035.09
2046	1,447.37	923.52	77.45	582.12	3,030.46
2047	1,517.41	840.29	70.21	593.77	3,021.67
2048	1,599.11	753.04	62.62	605.64	3,020.42
2049	1,680.82	661.09	54.63	617.75	3,014.29
2050	1,762.52	564.45	46.22	630.11	3,003.30
2051	1,855.90	463.10	37.41	642.71	2,999.12
2052	1,960.95	356.39	28.13	655.57	3,001.04
2053	2,066.01	243.63	18.33	668.68	2,996.64
2054	2,171.06	124.84	8.00	682.05	2,985.94
Total	\$ 34,538.48	\$ 35,615.13	\$ 3,056.05	\$ 15,196.94	\$ 88,406.60

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#2 - BUYER DISCLOSURE LOT TYPE 4**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$38,046.81

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Lot Type 4 - Improvement Area #2 2024 Bonds						
Installments Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 655.76	\$ 2,140.60	\$ -	\$ 187.08	\$ 431.55	\$ 3,414.99
2027	681.47	2,104.53	-	183.81	440.18	3,409.99
2028	707.19	2,067.05	-	180.40	448.98	3,403.62
2029	745.76	2,028.16	-	176.86	457.96	3,408.74
2030	771.48	1,987.14	-	173.13	467.12	3,398.87
2031	810.05	1,944.71	-	169.28	476.46	3,400.50
2032	848.63	1,900.15	-	165.23	485.99	3,400.00
2033	874.34	1,853.48	-	160.98	495.71	3,384.52
2034	912.92	1,805.39	-	156.61	505.62	3,380.54
2035	964.35	1,755.18	-	152.05	515.74	3,387.31
2036	1,002.92	1,702.14	-	147.22	526.05	3,378.34
2037	1,041.50	1,646.98	-	142.21	536.57	3,367.26
2038	1,092.93	1,589.70	-	137.00	547.30	3,366.93
2039	1,144.36	1,529.59	-	131.54	558.25	3,363.74
2040	1,195.79	1,466.65	-	125.82	569.41	3,357.67
2041	1,260.08	1,400.88	-	119.84	580.80	3,361.60
2042	1,311.52	1,331.57	-	113.54	592.42	3,349.05
2043	1,375.81	1,259.44	-	106.98	604.27	3,346.49
2044	1,440.10	1,183.77	-	100.10	616.35	3,340.32
2045	1,517.24	1,104.57	-	92.90	628.68	3,343.39
2046	1,594.39	1,017.32	-	85.31	641.25	3,338.28
2047	1,671.54	925.65	-	77.34	654.08	3,328.61
2048	1,761.55	829.53	-	68.98	667.16	3,327.22
2049	1,851.55	728.24	-	60.18	680.50	3,320.48
2050	1,941.56	621.78	-	50.92	694.11	3,308.37
2051	2,044.42	510.14	-	41.21	708.00	3,303.77
2052	2,160.14	392.59	-	30.99	722.16	3,305.87
2053	2,275.87	268.38	-	20.19	736.60	3,301.03
2054	2,391.59	137.52	-	8.81	751.33	3,289.24
Total	\$ 38,046.81	\$ 39,232.83	\$ -	\$ 3,366.48	\$ 16,740.61	\$ 97,386.74

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#3 - BUYER DISCLOSURE LOT TYPE 5**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$36,466.42

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Lot Type 5 - Improvement Area #3					
Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 583.72	\$ 2,103.77	\$ 182.33	\$ 541.46	\$ 3,411.28
2027	615.56	2,071.67	179.41	552.29	3,418.92
2028	636.78	2,037.81	176.34	563.33	3,414.26
2029	668.62	2,002.79	173.15	574.60	3,419.16
2030	689.85	1,966.01	169.81	586.09	3,411.76
2031	721.69	1,928.07	166.36	597.81	3,413.93
2032	753.53	1,888.38	162.75	609.77	3,414.42
2033	785.37	1,846.93	158.98	621.96	3,413.25
2034	817.20	1,803.74	155.06	634.40	3,410.40
2035	859.66	1,758.79	150.97	647.09	3,416.51
2036	891.50	1,711.51	146.67	660.03	3,409.71
2037	933.95	1,662.48	142.21	673.23	3,411.88
2038	976.40	1,611.11	137.55	686.70	3,411.76
2039	1,018.85	1,557.41	132.66	700.43	3,409.36
2040	1,071.92	1,501.37	127.57	714.44	3,415.30
2041	1,124.98	1,442.42	122.21	728.73	3,418.34
2042	1,178.05	1,380.54	116.58	743.30	3,418.48
2043	1,231.11	1,315.75	110.69	758.17	3,415.73
2044	1,284.18	1,248.04	104.54	773.33	3,410.09
2045	1,347.86	1,177.41	98.12	788.80	3,412.18
2046	1,422.15	1,096.54	91.38	804.58	3,414.64
2047	1,496.44	1,011.21	84.27	820.67	3,412.58
2048	1,581.34	921.42	76.79	837.08	3,416.63
2049	1,666.25	826.54	68.88	853.82	3,415.49
2050	1,751.15	726.57	60.55	870.90	3,409.17
2051	1,857.28	621.50	51.79	888.32	3,418.89
2052	1,952.80	510.06	42.51	906.08	3,411.45
2053	2,069.54	392.89	32.74	924.20	3,419.38
2054	2,175.67	268.72	22.39	942.69	3,409.48
2055	2,303.03	138.18	11.52	961.54	3,414.27
Total	\$ 36,466.42	\$ 40,529.67	\$ 3,456.77	\$ 21,965.84	\$ 102,418.70

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#3 - BUYER DISCLOSURE LOT TYPE 6**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$40,784.81

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 6

Lot Type 6 - Improvement Area #3					
Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	652.84	2,352.90	203.92	605.58	3,815.24
2027	688.45	2,316.99	200.66	617.69	3,823.79
2028	712.19	2,279.13	197.22	630.04	3,818.58
2029	747.80	2,239.96	193.66	642.64	3,824.06
2030	771.54	2,198.83	189.92	655.49	3,815.78
2031	807.15	2,156.40	186.06	668.60	3,818.21
2032	842.76	2,112.00	182.02	681.98	3,818.76
2033	878.37	2,065.65	177.81	695.62	3,817.45
2034	913.98	2,017.34	173.42	709.53	3,814.27
2035	961.46	1,967.07	168.85	723.72	3,821.10
2036	997.07	1,914.19	164.04	738.19	3,813.49
2037	1,044.55	1,859.35	159.06	752.96	3,815.91
2038	1,092.03	1,801.90	153.83	768.02	3,815.78
2039	1,139.51	1,741.84	148.37	783.38	3,813.10
2040	1,198.85	1,679.17	142.68	799.04	3,819.74
2041	1,258.20	1,613.23	136.68	815.03	3,823.14
2042	1,317.55	1,544.03	130.39	831.33	3,823.30
2043	1,376.90	1,471.56	123.80	847.95	3,820.22
2044	1,436.25	1,395.84	116.92	864.91	3,813.92
2045	1,507.47	1,316.84	109.74	882.21	3,816.26
2046	1,590.56	1,226.39	102.20	899.85	3,819.01
2047	1,673.65	1,130.96	94.25	917.85	3,816.71
2048	1,768.61	1,030.54	85.88	936.21	3,821.23
2049	1,863.57	924.42	77.04	954.93	3,819.96
2050	1,958.53	812.61	67.72	974.03	3,812.88
2051	2,077.22	695.10	57.92	993.51	3,823.76
2052	2,184.05	570.47	47.54	1,013.38	3,815.44
2053	2,314.62	439.42	36.62	1,033.65	3,824.31
2054	2,433.32	300.54	25.05	1,054.32	3,813.23
2055	2,575.76	154.55	12.88	1,075.41	3,818.59
Total	\$ 40,784.81	\$ 45,329.24	\$ 3,866.13	\$ 24,567.06	\$ 114,547.23

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#3 - BUYER DISCLOSURE INITIAL PARCEL**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: \$3,436,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - INITIAL PARCEL

Improvement Area #3 2025 Bonds						
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 55,000.00	\$ 198,225.00	\$ -	\$ 17,180	\$ 51,018.00	\$ 321,423.00
2027	\$ 58,000.00	\$ 195,200.00	\$ -	\$ 16,905	\$ 52,038.36	\$ 322,143.36
2028	\$ 60,000.00	\$ 192,010.00	\$ -	\$ 16,615	\$ 53,079.13	\$ 321,704.13
2029	\$ 63,000.00	\$ 188,710.00	\$ -	\$ 16,315	\$ 54,140.71	\$ 322,165.71
2030	\$ 65,000.00	\$ 185,245.00	\$ -	\$ 16,000	\$ 55,223.52	\$ 321,468.52
2031	\$ 68,000.00	\$ 181,670.00	\$ -	\$ 15,675	\$ 56,327.99	\$ 321,672.99
2032	\$ 71,000.00	\$ 177,930.00	\$ -	\$ 15,335	\$ 57,454.55	\$ 321,719.55
2033	\$ 74,000.00	\$ 174,025.00	\$ -	\$ 14,980	\$ 58,603.65	\$ 321,608.65
2034	\$ 77,000.00	\$ 169,955.00	\$ -	\$ 14,610	\$ 59,775.72	\$ 321,340.72
2035	\$ 81,000.00	\$ 165,720.00	\$ -	\$ 14,225	\$ 60,971.23	\$ 321,916.23
2036	\$ 84,000.00	\$ 161,265.00	\$ -	\$ 13,820	\$ 62,190.66	\$ 321,275.66
2037	\$ 88,000.00	\$ 156,645.00	\$ -	\$ 13,400	\$ 63,434.47	\$ 321,479.47
2038	\$ 92,000.00	\$ 151,805.00	\$ -	\$ 12,960	\$ 64,703.16	\$ 321,468.16
2039	\$ 96,000.00	\$ 146,745.00	\$ -	\$ 12,500	\$ 65,997.22	\$ 321,242.22
2040	\$ 101,000.00	\$ 141,465.00	\$ -	\$ 12,020	\$ 67,317.17	\$ 321,802.17
2041	\$ 106,000.00	\$ 135,910.00	\$ -	\$ 11,515	\$ 68,663.51	\$ 322,088.51
2042	\$ 111,000.00	\$ 130,080.00	\$ -	\$ 10,985	\$ 70,036.78	\$ 322,101.78
2043	\$ 116,000.00	\$ 123,975.00	\$ -	\$ 10,430	\$ 71,437.52	\$ 321,842.52
2044	\$ 121,000.00	\$ 117,595.00	\$ -	\$ 9,850	\$ 72,866.27	\$ 321,311.27
2045	\$ 127,000.00	\$ 110,940.00	\$ -	\$ 9,245	\$ 74,323.59	\$ 321,508.59
2046	\$ 134,000.00	\$ 103,320.00	\$ -	\$ 8,610	\$ 75,810.06	\$ 321,740.06
2047	\$ 141,000.00	\$ 95,280.00	\$ -	\$ 7,940	\$ 77,326.27	\$ 321,546.27
2048	\$ 149,000.00	\$ 86,820.00	\$ -	\$ 7,235	\$ 78,872.79	\$ 321,927.79
2049	\$ 157,000.00	\$ 77,880.00	\$ -	\$ 6,490	\$ 80,450.25	\$ 321,820.25
2050	\$ 165,000.00	\$ 68,460.00	\$ -	\$ 5,705	\$ 82,059.25	\$ 321,224.25
2051	\$ 175,000.00	\$ 58,560.00	\$ -	\$ 4,880	\$ 83,700.44	\$ 322,140.44
2052	\$ 184,000.00	\$ 48,060.00	\$ -	\$ 4,005	\$ 85,374.45	\$ 321,439.45
2053	\$ 195,000.00	\$ 37,020.00	\$ -	\$ 3,085	\$ 87,081.93	\$ 322,186.93
2054	\$ 205,000.00	\$ 25,320.00	\$ -	\$ 2,110	\$ 88,823.57	\$ 321,253.57
2055	\$ 217,000.00	\$ 13,020.00	\$ -	\$ 1,085	\$ 90,600.04	\$ 321,705.04
Total	\$ 3,436,000.00	\$ 3,818,855.00	\$ (63,321.88)	\$ 325,710	\$ 2,069,702.26	\$ 9,586,945.38

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Wood Leaf Reserve Public Improvement District

2025 PRELIMINARY AMENDED & RESTATED SERVICE AND
ASSESSMENT PLAN

JUNE 16, 2025



TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	5
Section II: The District	13
Section III: Authorized Improvements	13
Section IV: Service Plan	18
Section V: Assessment Plan	18
Section VI: Terms of the Assessments	22
Section VII: Assessment Roll	27
Section VIII: Additional Provisions	28
List of Exhibits	30
Appendices.....	31
Exhibit A-1 – District Boundary map	32
Exhibit A-2 – Map of Improvement Areas	33
Exhibit B-1 – Project Costs	34
Exhibit B-2 – Apportionment of Costs	35
Exhibit C – Service Plan	36
Exhibit D – Sources and Uses of Funds	37
Exhibit E – Maximum Assessment and Tax Rate Equivalent	38
Exhibit F-1 – Improvement Area #1 Assessment Roll	39
Exhibit F-2 – Improvement Area #1 Total Annual Installments.....	43
Exhibit G-1 – Improvement Area #2 Assessment Roll	44
Exhibit G-2 – Improvement Area #2 Total Annual Installments	47
Exhibit H-1 - Improvement Area #3 Assessment Roll	48
Exhibit H-2 - Improvement Area #3 Total Annual Installments.....	49
Exhibit I-1 – Maps of Improvement Area #1 Improvements	50
Exhibit I-2 – Maps of Major Improvements.....	55
Exhibit I-3 – Maps of Improvement Area #2 Improvements	58
Exhibit I-4 – Maps of Improvement Area #3 Improvements	63
Exhibit J – Notice of PID Assessment Lien Termination.....	68
Exhibit K-1 – Debt Service Schedule for Improvement Area #1 Bonds	71

Exhibit K-2 – Debt Service Schedule for Improvement Area #2 Bonds	72
Exhibit K-3 - Debt Service Schedule for Improvement Area #3 Bonds	73
Exhibit L-1 – District Boundary Description	74
Exhibit L-2 – Improvement Area #1 Boundary Description	77
Exhibit L-3 – Improvement Area #2 Boundary Description	80
Exhibit L-4 - Improvement Area #3 Boundary Description	83
Exhibit M-1 – IMprovement Area #1 Final Plat	85
Exhibit M-2 – Improvement Area #2 Final Plat.....	88
Exhibit M-3 - Improvement Area #3 Final Plat	90
Appendix A – Improvement Area #3 Engineer’s Report.....	92
Appendix B – Buyer Disclosures.....	115
Wood Leaf Reserve Public Improvement District – Improvement Area #1 - Buyer Disclosure Lot Type 1.....	116
Wood Leaf Reserve Public Improvement District – Improvement Area #1 - Buyer Disclosure Lot Type 2.....	122
Wood Leaf Reserve Public Improvement District - Improvement Area #2 - Buyer Disclosure Lot Type 3.....	128
Wood Leaf Reserve Public Improvement District - Improvement Area #2 - Buyer Disclosure Lot Type 4.....	134
Wood Leaf Reserve Public Improvement District - Improvement Area #3 - Buyer Disclosure Lot Type 5.....	140
Wood Leaf Reserve Public Improvement District - Improvement Area #3 - Buyer Disclosure Lot Type 6.....	146
Wood Leaf Reserve Public Improvement District - Improvement Area #3 - Buyer Disclosure Initial parcel	152

INTRODUCTION

Capitalized terms used in this 2025 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2025 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2025 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes.

On January 18, 2021, the City passed and approved Resolution No. 2021-04 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On September 19, 2022, the City Council approved the 2022 Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 of the District and approved the Improvement Area #1 Assessment Roll.

On August 7, 2023, the City Council approved the 2023 Service and Assessment Plan Update for the District. The 2023 Service and Assessment Plan updated the Improvement Area #1 Assessment Roll for 2023.

On July 1, 2024, the City Council approved the 2024 Amended and Restated Service and Assessment Plan Update for the District by adopting the 2024 Assessment Ordinance, which amended and restated the 2022 Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Bonds, and (3) updating the Improvement Area #1 Assessment Roll.

On _____, 2025, the City Council approved this 2025 Amended and Restated Service and Assessment Plan Update for the District by adopting the 2025 Assessment Ordinance, which amended and restated the 2024 Amended and Restated Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 90.54 acres, which at the time of the initial assessment levy will be within the corporate limits of the City, as described legally by metes and bounds on **Exhibit L-1** and as depicted by the map on **Exhibit A-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit F-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit G-1**. The Improvement Area #3 Assessment Roll is contained in **Exhibit H-1**.

SECTION I: DEFINITIONS

“2022 Assessment Ordinance” means Ordinance No. 2022-31, approved and adopted by the City Council on September 19, 2022, which levied the Improvement Area #1 Assessment against Improvement Area #1 Assessed Property.

“2022 Service and Assessment Plan” means the Wood Leaf Reserve Public Improvement District Service and Assessment Plan approved by City Council on September 19, 2022, which approved the levy of Improvement Area #1 Assessments against Improvement Area #1 Assessed Property and approved the Improvement Area #1 Assessment Roll.

“2023 Service and Assessment Plan Update” means the Service and Assessment Plan Update adopted by the City Council on August 7, 2023.

“2024 Assessment Ordinance” means Ordinance No. 2024-18, approved and adopted by the City Council on July 1, 2024, which levied the Improvement Area #2 Assessment against Improvement Area #2 Assessed Property.

“2024 Amended and Restated Service and Assessment Plan” means the 2024 Amended and Restated Service and Assessment Plan Update for the District which amended and restated the 2022 Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Bonds, and (3) updating the Improvement Area #1 Assessment Roll.

“2025 Assessment Ordinance” means Ordinance No. 2025-____, approved and adopted by the City Council on _____, 2025, which levied the Improvement Area #3 Assessment against Improvement Area #3 Assessed Property.

“Actual Costs” mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2025 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the

Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act.

“Administrator” means the City, or the person or firm designated by the City who shall have the responsibility provided in this 2025 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted annual costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2025 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Annual Service Plan Update” means an update to any Service and Assessment Plan, including this 2025 Amended and Restated Service and Assessment Plan, prepared no less frequently than annually by the Administrator and approved by the City Council.

“Apportionment of Costs” means an amount allocated by this 2025 Amended and Restated Service and Assessment Plan to a Parcel within the District for Authorized Improvement costs, other than Non-Benefited Property and Non-Assessed Property, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessed Property” means any Parcel within the District against which an Assessment is levied and does not include Non-Benefited Parcels.

“Assessment” means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means one or more ordinance(s), adopted by the City Council in accordance with the PID Act that levies an Assessment.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, Improvement Area #2 Assessment Roll, and the Improvement Area #3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including Bond Issuance Costs, as described in **Section III**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Tomball, Texas.

“City Council” means the governing body of the City.

“County” means Harris County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2025 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law but excluding amounts representing interest and penalty interest.

“Developer” means Chesmar Homes, LLC, a Texas limited liability corporation and any successor developer of property in the District or any portion thereof.

“Development Agreement” means that certain Wood Leaf Reserve Development Agreement between the City and the Developer effective January 18, 2021, as may be amended.

“District” means the Wood Leaf Reserve Public Improvement District containing approximately 90.54 acres located within the City as shown on **Exhibit A-1** and more specifically described on **Exhibit L-1**.

“District Formation Expenses” means costs incurred in the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property with fully constructed buildings, as provided by the Developer, and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and Improvement Area #3 that is specifically defined and designated as a phase of the District.

“Improvement Area #1” means the first area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-2**, consisting of approximately 33.414 acres.

“Improvement Area #1 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

“Improvement Area #1 Annual Installment” means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the assessment roll for Improvement Area #1 Assessed Property included as **Exhibit F-1**.

“Improvement Area #1 Authorized Improvements” means the Improvement Area #1 Projects, District Formation Expenses, First Year Annual Collection Costs, and Bond Issuance Costs relating to the Improvement Area #1 2022 Bonds.

“Improvement Area #1 Improvements” means those certain Authorized Improvements that only benefit Improvement Area #1 as further described in **Section III.C** and as depicted on **Exhibit I-1**.

“Improvement Area #1 Projects” means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #2” means the second area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-3**, consisting of approximately 18.02 acres.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the Improvement Area #2 Bonds, as shown on **Exhibit G-2**.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means the Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #2 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2024 (Wood Leaf Reserve Public Improvement District Improvement Area #2 Projects)”, that are secured by Improvement Area #2 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #2 as further described in **Section III.C** and as depicted on **Exhibit I-3**.

“Improvement Area #2 Projects” means collectively, (1) the Improvement Area #2 Improvements; (2) Improvement Area #2’s share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

“Improvement Area #3” means the third area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-4**, consisting of approximately 39.106 acres.

“Improvement Area #3 Annual Installment” means the Annual Installment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #3; and (4) Additional Interest related to the Improvement Area #3 Bonds, as shown on **Exhibit H-2**.

“Improvement Area #3 Assessed Property” means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

“Improvement Area #3 Assessment” means the Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #3 Assessment Roll” means the Assessment Roll for the Improvement Area #3 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #3 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

“Improvement Area #3 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2025 (Wood Leaf Reserve Public Improvement District Improvement Area #3 Projects)”, that are secured by Improvement Area #3 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

“Improvement Area #3 Improvements” means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property as further described in **Section III.C** and depicted on **Exhibit H-4**.

“Improvement Area #3 Initial Parcel” means the all property located within Improvement Area #3, which is described on **Exhibit L-4**, and generally depicted on **Exhibit A-2**, against which the entire Improvement Area #3 Assessment is levied as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-2**.

“Improvement Area #3 Projects” means collectively, (1) the Improvement Area #3 Improvements; (2) Improvement Area #3’s share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #3 Bonds.

“Indenture” means one or more Indenture(s) of Trust entered into in connection with the issuance of PID Bonds, as amended from time to time, between the City and a Bond Trustee setting forth terms and conditions related to a series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E**.

“Lot Type 1” means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

“Lot Type 2” means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

“Lot Type 3” means a Lot within Improvement Area #2 marketed to homebuilders as a 40’ Lot, with an Estimated Buildout Value of \$361,300 as of the date of adoption of the 2024 Amended and Restated Service and Assessment Plan.

“Lot Type 4” means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$398,000 as of the date of adoption of the 2024 Amended and Restated Service and Assessment Plan.

“Lot Type 5” means a single family residential Lot within Improvement Area #3 marketed to homebuilders as a 40’ Lot.

“Lot Type 6” means a single family residential Lot within Improvement Area #3 marketed to homebuilders as a 50’ Lot.

“Major Improvements” means those Authorized Improvements described in **Section III.B** that benefit all areas within the District.

“Maximum Assessment” means, for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Owner” means the person in whom is vested the ownership, dominion, or title of property.

“Parcel(s)” means a specific property within the District identified by either a tax map parcel identification number assigned by the Harris Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments. This term is used in this 2025 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, (2) the Improvement Area #2 Bonds, and (3) the Improvement Area #3 Bonds, including any bonds issued to refund these bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest, and Annual Collection Costs, to the date of Prepayment.

“Reimbursement Agreement” means any reimbursement agreement between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

“Service Plan” means the plan described in **Section IV** and covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means a trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 90.54 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit L-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 290 single-family homes.

Improvement Area #1 includes approximately 33.414 acres as described on **Exhibit L-2** and as depicted on **Exhibit A-2**. Improvement Area #1 contains 123 single-family homes.

Improvement Area #2 includes approximately 18.02 acres as described on **Exhibit L-3** and as depicted on **Exhibit A-2**. Improvement Area #2 contains 81 single-family homes.

Improvement Area #3 includes approximately 39.106 acres, as described on **Exhibit L-4**, and as depicted on **Exhibit A-2**. Development of Improvement Area #3 is anticipated to contain 87 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs described below are the costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Improvement Area #1 Improvements

All Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to

be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention & Drainage*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

B. Major Improvements

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage and Detention*

Include clearing and grubbing, detention excavation, and reinforced concrete piping into existing M121 channel.

- *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, and District Formation Expenses.

C. Improvement Area #2 Improvements

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #2.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2.

- *Drainage and Detention*

Improvements including earthen and concrete lined channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, a bypass channel, and testing as well as all related earthwork, excavation, clearing, grading and erosion control necessary to provide storm water. The storm drainage improvements will manage storm drainage for the Lots within Improvement Area #2.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

D. Improvement Area #3 Improvements

All Improvement Area #3 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage and Detention*

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #3 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

E. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

F. Other Costs

- *Deposit to Administrative Fund*

Includes District Annual Collection Costs for the first year immediately following the issuance of a series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2025 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and Developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the Improvement Area #1 Projects and Improvement Area #2 Projects shall be allocated between Improvement Area #1, Improvement Area #2 and the Future Improvement Area as follows:

- Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property.
- Improvement Area #3 Projects shall be allocated 100% to Improvement Area #3 Assessed Property.
- Major Improvements are allocated, as shown in **Exhibit B-1**, between Improvement Area #1, Improvement Area #2 and Improvement Area #3 based on Estimated Buildout Value.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property according to the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments will be levied on the Improvement Area #3 Initial Parcel according to the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2**, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

- *Improvement Area #1*

- The total costs of the Improvement Area #1 Projects equal \$6,393,667 as shown on **Exhibit B-1**; and
- The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects; and
- The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equaled \$4,406,000 at the time of the initial levy, and approximately \$4,172,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F-1**; and
- The special benefit ($\geq \$6,393,667$) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects is greater than the amount of the Improvement Area #1 Assessments (\$4,406,000) levied on the Improvement Area #1 Assessed Property.
- At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the property owners within Improvement Area #1 acknowledged that Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #1 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2022 Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

- The total costs of the Improvement Area #2 Projects equal \$5,420,022 as shown on **Exhibit B-1**; and
- The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects; and
- The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Projects, which equaled \$3,008,000 at the time of the initial levy, and approximately \$2,959,000 remains

outstanding, as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit G-1**; and

- The special benefit ($\geq \$5,420,022$) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects is greater than the amount of the Improvement Area #2 Assessments (\$3,008,000) levied on the Improvement Area #2 Assessed Property.
- At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the property owners within Improvement Area #2 acknowledged that Improvement Area #2 Projects, confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #2 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2024 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.
- *Improvement Area #3*
 - The total costs of the Improvement Area #3 Projects equal \$5,889,957 as shown on **Exhibit B-1**; and
 - The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Projects equal to or greater than the Actual Costs of the Improvement Area #3 Projects; and
 - The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied for the Improvement Area #3 Projects, which equal \$3,436,000 as shown on the Improvement Area #3 Assessment Roll, attached as **Exhibit H-1**; and
 - The special benefit ($\geq \$5,889,957$) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Projects is greater than the amount of the Improvement Area #3 Assessments (\$3,436,000) levied on the Improvement Area #3 Assessed Property.
 - At the time the City Council approves the Assessment Ordinance levying the Improvement Area #3 Assessments, the property owners within Improvement Area #3 acknowledged that Improvement Area #3 Projects confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the

Improvement Area #3 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #3 ratify, confirm, accept, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2025 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on the applicable Annual Installment schedule, and which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each

newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel according to the following formula:

$$A = [B \times (C \div D)] / E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment shown on **Exhibit E** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the Developer to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the applicable series of PID Bonds, that are not expected to be used for purposes of the project fund, to redeem outstanding PID Bonds, or as otherwise directed, in accordance with the applicable Indenture.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached hereto as **Exhibit J**.

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Annual Installments for Improvement Area #1, **Exhibit G-2** shows the estimated Annual Installments for Improvement Area #2 and **Exhibit H-2** shows the estimate Annual Installments for Improvement Area #3. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefited Property or non-assessed property, as shown by Harris Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the Owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other

applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The Annual Installments for Improvement Area #1 began in 2022 and the Annual Installments for Improvement Area #2 began in 2024. The initial Annual Installments for Improvement Area #3 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

G. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The Owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2025 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if that remains due on the

Remaining Property exceeds the applicable Maximum Assessment, the Owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the Owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection if the Owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the Owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The Owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the

Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the Owner of a Parcel claims that an error has been made in any calculation required by this 2025 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the Owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the Owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the Owner not later than 30 days after receipt of such a written notice or error by the Administrator. The City Council shall consider the Owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2025 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the Owner and the Administrator.

B. Amendments

Amendments to this 2025 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2025 Amended and Restated Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify

ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2025 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2025 Amended and Restated Service and Assessment Plan; (2) administer the PID for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2025 Amended and Restated Service and Assessment Plan. Interpretations of this 2025 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Per Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed Ordinance of this 2025 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2025 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Map of Improvement Areas
Exhibit B-1	Project Costs
Exhibit B-2	Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Improvement Area #3 Assessment Roll
Exhibit H-2	Improvement Area #3 Annual Installments
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Major Improvements
Exhibit I-3	Maps of Improvement Area #2 Improvements
Exhibit I-4	Maps of Improvement Area #3 Improvements
Exhibit J	Form of Notice of PID Assessment Lien Termination
Exhibit K-1	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit K-2	Debt Service Schedule for Improvement Area #2 Bonds
Exhibit K-3	Debt Service Schedule for Improvement Area #3 Bonds
Exhibit L-1	District Boundary Description
Exhibit L-2	Improvement Area #1 Boundary Description
Exhibit L-3	Improvement Area #2 Boundary Description
Exhibit L-4	Improvement Area #3 Boundary Description
Exhibit M	Improvement Area #2 Final Plat

APPENDICES

The following Appendices are attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A Improvement Area #3 Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

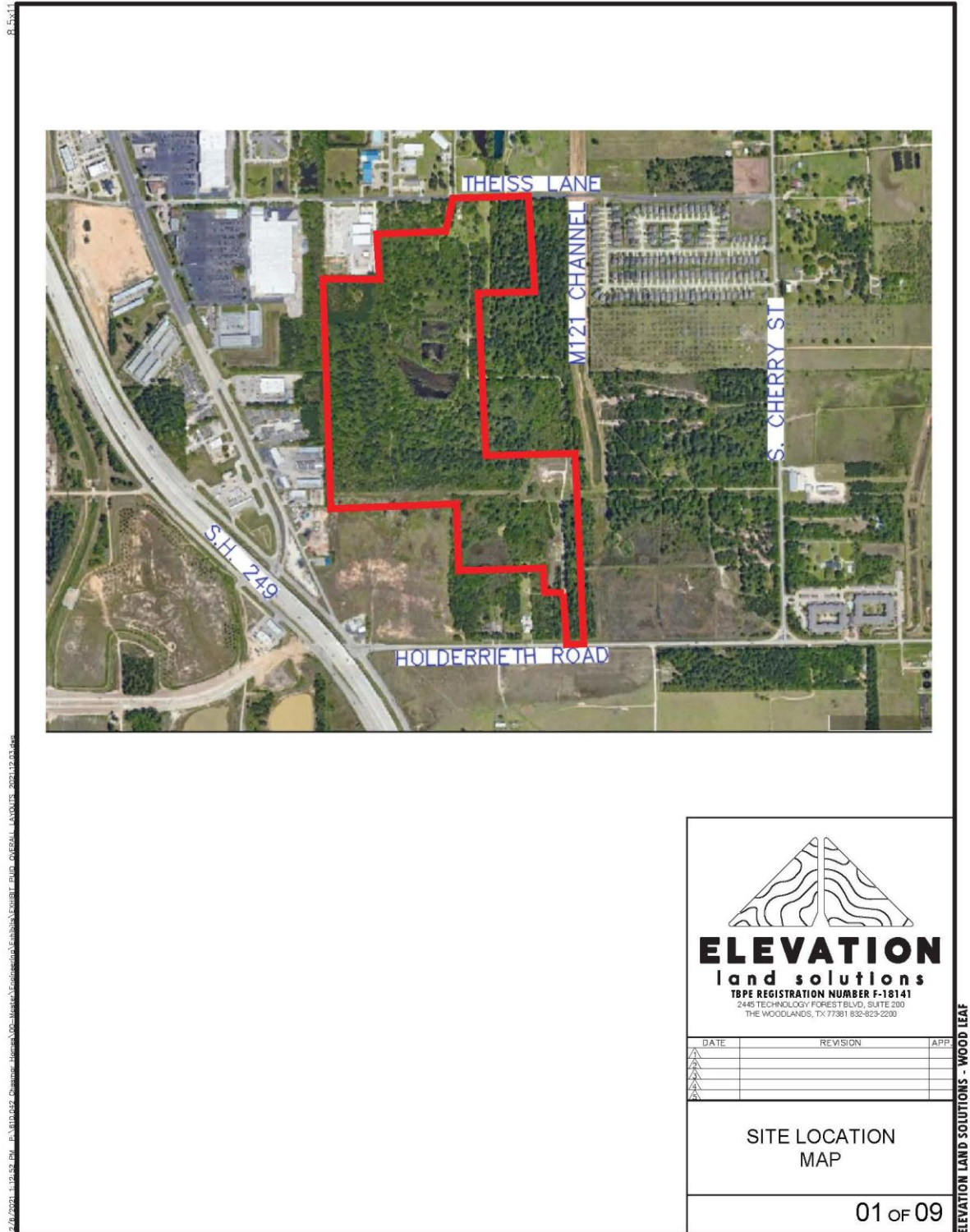


EXHIBIT A-2 – MAP OF IMPROVEMENT AREAS

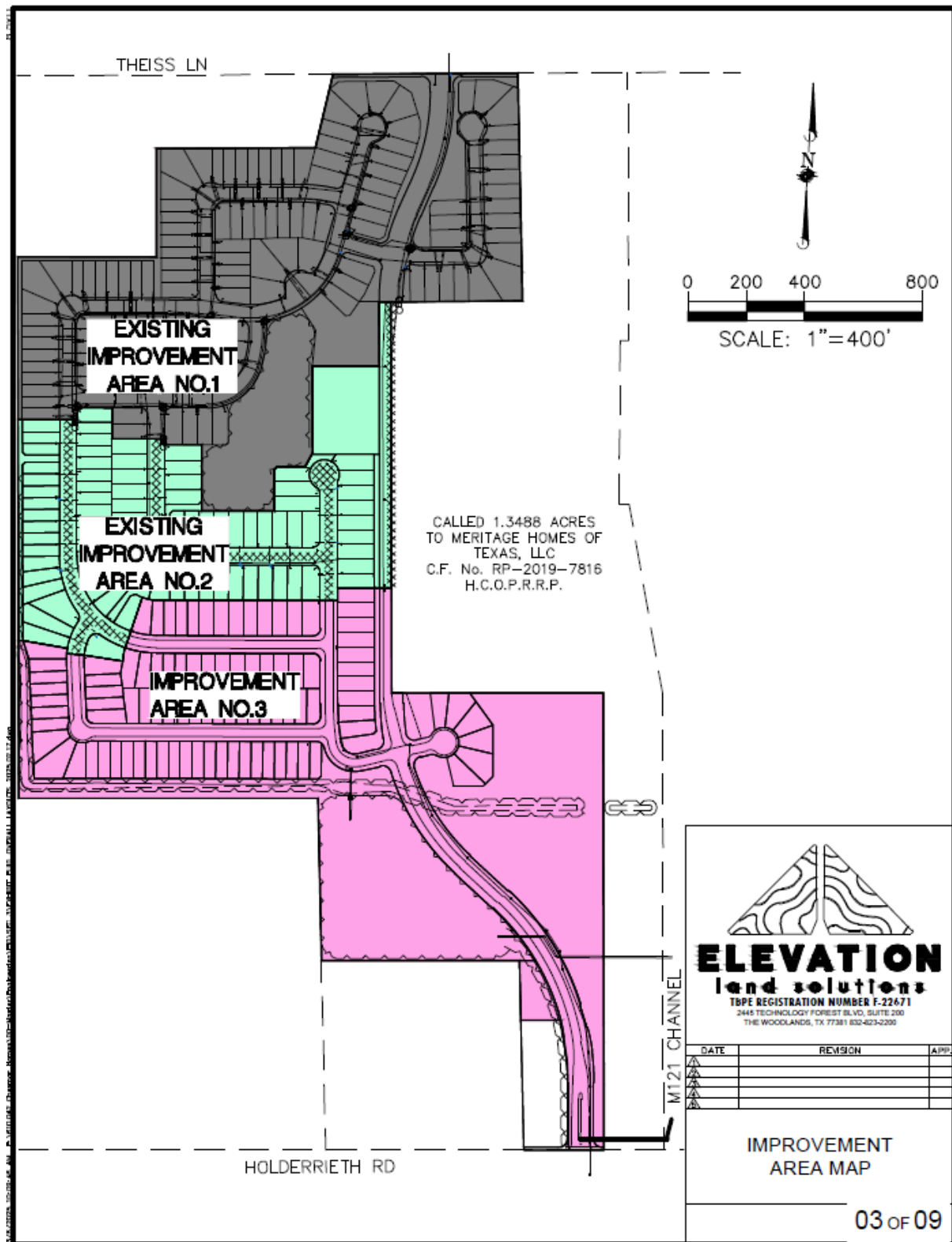


EXHIBIT B-1 – PROJECT COSTS

	Total Costs ^[a]		Improvement Area #1 % ^[b] Costs		Improvement Area #2 % ^[b] Cost		Improvement Area #3 % ^[b] Cost
<i>Improvement Area #1 Improvements</i>							
Streets	\$ 1,716,477	100.00%	\$ 1,716,477	0.00%	\$ -	0.00%	\$ -
Water	389,092	100.00%	389,092	0.00%	-	0.00%	-
Wastewater	439,062	100.00%	439,062	0.00%	-	0.00%	-
Drainage	651,950	100.00%	651,950	0.00%	-	0.00%	-
Natural Gas	259,329	100.00%	259,329	0.00%	-	0.00%	-
Soft Costs	1,090,359	100.00%	1,090,359	0.00%	-	0.00%	-
	<u>\$ 4,546,269</u>		<u>\$ 4,546,269</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Major Improvements</i>							
Wastewater	\$ 274,320	41.27%	\$ 113,219	28.27%	\$ 77,552	30.46%	\$ 83,549
Drainage and Detention ^[c]	1,674,296	41.27%	691,028	28.27%	473,332	30.46%	509,936
Soft Costs	568,255	41.27%	234,534	28.27%	160,649	30.46%	173,072
	<u>\$ 2,516,871</u>		<u>\$ 1,038,782</u>		<u>\$ 711,532</u>		<u>\$ 766,557</u>
<i>Improvement Area #2 Improvements</i>							
Streets	\$ 841,523	0.00%	\$ -	100.00%	\$ 841,523	0.00%	\$ -
Water	205,635	0.00%	-	100.00%	205,635	0.00%	-
Wastewater	306,289	0.00%	-	100.00%	306,289	0.00%	-
Drainage and Detention ^[c]	1,720,445	0.00%	-	100.00%	1,720,445	0.00%	-
Natural Gas	123,377	0.00%	-	100.00%	123,377	0.00%	-
Soft Costs	911,221	0.00%	-	100.00%	911,221	0.00%	-
	<u>\$ 4,108,490</u>		<u>\$ -</u>		<u>\$ 4,108,490</u>		<u>\$ -</u>
<i>Improvement Area #3 Improvements</i>							
Streets	\$ 1,940,093	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,940,093
Water	462,031	0.00%	-	0.00%	-	100.00%	462,031
Wastewater	372,665	0.00%	-	0.00%	-	100.00%	372,665
Drainage ^[c]	1,054,588	0.00%	-	0.00%	-	100.00%	1,054,588
Natural Gas	208,184	0.00%	-	0.00%	-	100.00%	208,184
Soft Costs	391,839	0.00%	-	0.00%	-	100.00%	391,839
	<u>\$ 4,429,400</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 4,429,400</u>
<i>Series 2022 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 317,826		\$ 317,826		\$ -		\$ -
Underwriter Discount	138,120		138,120		-		-
Delinquency & Prepayment Reserve	22,030		22,030		-		-
Costs of Issuance	285,640		285,640		-		-
	<u>\$ 763,616</u>		<u>\$ 763,616</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Series 2024 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 218,175		\$ -		\$ 218,175		\$ -
Capitalized Interest	21,147		-		21,147		-
Underwriter Discount	110,160		-		110,160		-
Delinquency & Prepayment Reserve	15,040		-		15,040		-
Costs of Issuance	189,711		-		189,711		-
Rounding	768		-		768		-
	<u>\$ 555,000</u>		<u>\$ -</u>		<u>\$ 555,000</u>		<u>\$ -</u>
<i>Series 2025 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 253,225		\$ -		\$ -		\$ 253,225
Capitalized Interest	63,322		-		-		63,322
Underwriter Discount	118,720		-		-		118,720
Delinquency & Prepayment Reserve	17,180		-		-		17,180
Costs of Issuance	211,539		-		-		211,539
Rounding	15		-		-		15
	<u>\$ 664,000</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 664,000</u>
<i>Other Costs</i>							
Deposit to Administrative Fund	\$ 120,000		\$ 45,000		\$ 45,000		\$ 30,000
	<u>\$ 120,000</u>		<u>\$ 45,000</u>		<u>\$ 45,000</u>		<u>\$ 30,000</u>
Total	\$ 17,703,646		\$ 6,393,667		\$ 5,420,022		\$ 5,889,957

Footnotes:

[a] Costs were determined by the Engineer's Opinion of Probable Cost prepared by Elevation Land Solutions and attached as **Appendix A**.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Improvement Area #3 Assessed Property.

[c] Includes clearing & grubbing, excavation, and grading.

EXHIBIT B-2 – APPORTIONMENT OF COSTS

Improvement Area	Units ¹	Estimated Buildout Value	Major Improvements ^{[a],[b]}		Total Apportionment for Improvement Area #3 Funding
			%	Costs	
Improvement Area #1	123	\$ 42,870,000	41.27%	\$ 1,038,782	
Improvement Area #2	81	\$ 30,953,500	28.27%	\$ 711,532	
Improvement Area #3	87	\$ 35,805,000	30.46%	\$ 766,557	\$ 766,557
Total	291	\$109,628,500	100.00%	\$ 2,516,871	

Footnotes:

[a] The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1, Improvement Area #2 and Improvement Area #3.

[b] The cost of the Major Improvements were apportioned at the time of the Original Service and Assessment Plan.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 76,000.00	\$ 79,000.00	\$ 82,000.00	\$ 86,000.00	\$ 90,000.00
Interest		\$239,986.26	\$236,376.26	\$232,623.76	\$228,421.26	\$224,013.76
	(1)	\$315,986.26	\$315,376.26	\$314,623.76	\$314,421.26	\$314,013.76
Annual Collection Costs	(2)	\$ 41,466.54	\$ 42,295.87	\$ 43,141.79	\$ 44,004.62	\$ 44,884.72
Additonal Interest	(3)	\$ 20,860.00	\$ 20,480.00	\$ 20,085.00	\$ 19,675.00	\$ 19,245.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$378,312.80	\$378,152.13	\$377,850.55	\$378,100.88	\$378,143.48

		Improvement Area #2				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 51,000.00	\$ 53,000.00	\$ 55,000.00	\$ 58,000.00	\$ 60,000.00
Interest		\$166,480.00	\$163,675.00	\$160,760.00	\$157,735.00	\$154,545.00
	(1)	\$217,480.00	\$216,675.00	\$215,760.00	\$215,735.00	\$214,545.00
Annual Collection Costs	(2)	\$ 33,562.41	\$ 34,233.66	\$ 34,918.33	\$ 35,616.70	\$ 36,329.03
Additional Interest	(3)	\$ 14,550.00	\$ 14,295.00	\$ 14,030.00	\$ 13,755.00	\$ 13,465.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$265,592.41	\$265,203.66	\$264,708.33	\$265,106.70	\$264,339.03

		Improvement Area #3				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 55,000.00	\$ 58,000.00	\$ 60,000.00	\$ 63,000.00	\$ 65,000.00
Interest		\$198,225.00	\$195,200.00	\$192,010.00	\$188,710.00	\$185,245.00
	(1)	\$253,225.00	\$253,200.00	\$252,010.00	\$251,710.00	\$250,245.00
Annual Collection Costs	(2)	\$ 51,018.00	\$ 52,038.36	\$ 53,079.13	\$ 54,140.71	\$ 55,223.52
Additional Interest	(3)	\$ 17,180.00	\$ 16,905.00	\$ 16,615.00	\$ 16,315.00	\$ 16,000.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$321,423.00	\$322,143.36	\$321,704.13	\$322,165.71	\$321,468.52

EXHIBIT D – SOURCES AND USES OF FUNDS

	Improvement Area #1	Improvement Area #2	Improvement Area #3 ^[b]	Total
Sources of Funds				
Improvement Area #1 Bonds	\$ 4,406,000	\$ -	\$ -	\$ 4,406,000
Improvement Area #2 Bonds	-	3,008,000	-	3,008,000
Improvement Area #3 Bonds	-	-	3,436,000	3,436,000
Owner Contribution ^[a]	1,987,667	2,412,022	2,453,957	6,853,646
Total Sources	\$ 6,393,667	\$ 5,420,022	\$ 5,889,957	\$ 17,703,646
Uses of Funds				
Major Improvements	\$ 1,038,782	\$ 711,532	\$ 766,557	\$ 2,516,871
Improvement Area #1 Improvements	4,546,269	-	-	4,546,269
Improvement Area #2 Improvements	-	4,108,490	-	4,108,490
Improvement Area #3 Improvements	-	-	4,429,400	4,429,400
	\$ 5,585,051	\$ 4,820,022	\$ 5,195,957	\$ 15,601,030
<i>Series 2022 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ 317,826	\$ -	\$ -	\$ 317,826
Underwriter Discount	138,120	-	-	138,120
Delinquency & Prepayment Reserve	22,030	-	-	22,030
Cost of Issuance	285,640	-	-	285,640
	\$ 763,616	\$ -	\$ -	\$ 763,616
<i>Series 2024 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ -	\$ 218,175	\$ -	\$ 218,175
Capitalized Interest	-	21,147	-	21,147
Underwriter Discount	-	110,160	-	110,160
Delinquency & Prepayment Reserve	-	15,040	-	15,040
Cost of Issuance	-	189,711	-	189,711
Rounding	-	768	-	768
	\$ -	\$ 555,000	\$ -	\$ 555,000
<i>Series 2025 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ -	\$ -	\$ 253,225	\$ 253,225
Capitalized Interest	-	-	63,322	63,322
Underwriter Discount	-	-	118,720	118,720
Delinquency & Prepayment Reserve	-	-	17,180	17,180
Cost of Issuance	-	-	211,539	211,539
Rounding	-	-	15	15
	\$ -	\$ -	\$ 664,000	\$ 664,000
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 45,000	\$ 45,000	\$ 30,000	\$ 90,000
	\$ 45,000	\$ 45,000	\$ 30,000	\$ 120,000
Total Uses	\$ 6,393,667	\$ 5,420,022	\$ 5,889,957	\$ 17,703,646

Footnotes:

[a] Non-reimbursable to Owner through PID Bonds or PID Assessments.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Improvement Area #3 Assessed Property.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

		Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Improvement Area #3 Assessment		Total Maximum Assessment		Maximum Annual Installment		Value to Lien per Finished Lot Value	
Lot Type	Units	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Gross PID TRE
Improvement Area #1															
One	66	\$ 330,000	\$ 21,780,000	\$32,115	\$2,119,575	\$ -	\$ -	\$ -	\$ -	\$32,115	\$ 2,119,575	\$ 2,897	\$ 191,185	1.5569	\$ 0.8778
Two	57	\$ 370,000	\$ 21,090,000	\$36,007	\$2,052,425	\$ -	\$ -	\$ -	\$ -	\$36,007	\$ 2,052,425	\$ 3,248	\$ 185,128	1.7358	\$ 0.8778
Subtotal	123	\$ 42,870,000		\$ 4,172,000		\$ -		\$ -		\$ 4,172,000		\$ 376,312		1.6463	
Improvement Area #2															
Three	35	\$ 361,300	\$ 12,645,500	\$ -	\$ -	\$ 34,538	\$ 1,208,847	\$ -	\$ -	\$34,538	\$ 1,208,847	\$ 3,100	\$ 108,503	1.7951	\$ 0.8580
Four	46	\$ 398,000	\$ 18,308,000	\$ -	\$ -	\$ 38,047	\$ 1,750,153	\$ -	\$ -	\$38,047	\$ 1,750,153	\$ 3,415	\$ 157,089	2.0370	\$ 0.8580
Subtotal	81	\$ 30,953,500		\$ -		\$ 2,959,000		\$ -		\$ 2,959,000		\$ 265,592		1.9160	
Improvement Area #3															
Five	26	\$ 380,000	\$ 9,880,000	\$ -	\$ -	\$ -	\$ -	\$ 36,466	\$ 948,127	\$ 36,466	\$ 948,127	\$ 3,419	\$ 88,904	2.1828	0.8998
Six	61	\$ 425,000	\$ 25,925,000	\$ -	\$ -	\$ -	\$ -	\$ 40,785	\$ 2,487,873	\$ 40,785	\$ 2,487,873	\$ 3,824	\$ 233,283	2.4396	0.8998
Subtotal	87	\$ 35,805,000		\$ -		\$ -		\$ 3,436,000		\$ 3,436,000		\$ 322,187		2.3112	
Total/Weighted Average	204	\$ 73,823,500		\$ 4,172,000		\$ 2,959,000		\$ 3,436,000		\$ 10,567,000		\$ 964,092		1.9579	

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #1 ^[c]						Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest				
1443500010001	LT 1 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010002	LT 2 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010003	LT 3 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010004	LT 4 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010005	LT 5 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010006	LT 6 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010007	LT 7 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010008	LT 8 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010009	LT 9 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010010	LT 10 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010011	LT 11 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010012	LT 12 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010013	LT 13 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010014	LT 14 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010015	LT 15 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010016	LT 16 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010017	LT 17 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010018	LT 18 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010019	LT 19 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010020	LT 20 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500010021	LT 21 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020001	LT 1 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020002	LT 2 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020003	LT 3 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020004	LT 4 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020005	LT 5 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020006	LT 6 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500020007	LT 7 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500030001	LT 1 BLK 3 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500030002	LT 2 BLK 3 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040001	LT 1 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040002	LT 2 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040003	LT 3 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040004	LT 4 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040005	LT 5 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040006	LT 6 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040007	LT 7 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040008	LT 8 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040009	LT 9 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12
1443500040010	LT 10 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$	\$ 357.89	\$	\$ 3,265.12

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1 ^[c]						
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]	
1443500040011	LT 11 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040012	LT 12 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040013	LT 13 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040014	LT 14 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040015	LT 15 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500040016	LT 16 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040017	LT 17 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040018	LT 18 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040019	LT 19 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040020	LT 20 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040021	LT 21 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040022	LT 22 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040023	LT 23 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040024	LT 24 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040025	LT 25 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040026	LT 26 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040027	LT 27 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040028	LT 28 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040029	LT 29 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040030	LT 30 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040031	LT 31 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040032	LT 32 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040033	LT 33 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040034	LT 34 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040035	LT 35 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040036	LT 36 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040037	LT 37 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040038	LT 38 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040039	LT 39 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040040	LT 40 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040041	LT 41 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040042	LT 42 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040043	LT 43 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040044	LT 44 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040045	LT 45 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040046	LT 46 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040047	LT 47 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040048	LT 48 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040049	LT 49 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040050	LT 50 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1 ^[c]						
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]	
1443500040051	LT 51 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040052	LT 52 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500040053	LT 53 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050001	LT 1 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500050002	LT 2 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500050003	LT 3 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500050004	LT 4 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500050005	LT 5 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050006	LT 6 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050007	LT 7 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050008	LT 8 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050009	LT 9 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050010	LT 10 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050011	LT 11 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050012	LT 12 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050013	LT 13 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050014	LT 14 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050015	LT 15 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050016	LT 16 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050017	LT 17 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500050018	LT 18 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060001	LT 1 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060002	LT 2 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060003	LT 3 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060004	LT 4 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060005	LT 5 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060006	LT 6 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060007	LT 7 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060008	LT 8 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	\$ 36,007.46	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$ 3,265.12	
1443500060009	LT 9 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060010	LT 10 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060011	LT 11 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060012	LT 12 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060013	LT 13 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060014	LT 14 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060015	LT 15 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060016	LT 16 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060017	LT 17 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060018	LT 18 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
1443500060019	LT 19 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1 ^[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
1443500060020	LT 20 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060021	LT 21 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500060022	LT 22 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	\$ 32,114.77	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13
1443500010022	RES A BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 1	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500010023	RES B BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020008	RES C BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020009	RES D BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 3	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020010	RES E BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 4	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040054	RES F BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 4	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040055	RES G BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 5	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040056	RES H BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 6	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500060023	RES I BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 6	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 4,172,000.00	\$ 76,000.00	\$ 239,986.26	\$ 20,860.00	\$ 41,466.54	\$ 378,312.80

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT F-2 – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #1 2022 Bonds				Total Installment ^[d]
	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs ^[c]	
2026	\$ 76,000.00	\$ 239,986.26	\$ 20,860.00	\$ 41,466.54	\$ 378,312.80
2027	79,000.00	236,376.26	20,480.00	42,295.87	378,152.13
2028	82,000.00	232,623.76	20,085.00	43,141.79	377,850.55
2029	86,000.00	228,421.26	19,675.00	44,004.62	378,100.88
2030	90,000.00	224,013.76	19,245.00	44,884.72	378,143.48
2031	94,000.00	219,401.26	18,795.00	45,782.41	377,978.67
2032	98,000.00	214,583.76	18,325.00	46,698.06	377,606.82
2033	102,000.00	209,561.26	17,835.00	47,632.02	377,028.28
2034	108,000.00	203,568.76	17,325.00	48,584.66	377,478.42
2035	114,000.00	197,223.76	16,785.00	49,556.35	377,565.11
2036	120,000.00	190,526.26	16,215.00	50,547.48	377,288.74
2037	126,000.00	183,476.26	15,615.00	51,558.43	376,649.69
2038	133,000.00	176,073.76	14,985.00	52,589.60	376,648.36
2039	140,000.00	168,260.00	14,320.00	53,641.39	376,221.39
2040	148,000.00	160,035.00	13,620.00	54,714.22	376,369.22
2041	156,000.00	151,340.00	12,880.00	55,808.50	376,028.50
2042	165,000.00	142,175.00	12,100.00	56,924.67	376,199.67
2043	174,000.00	132,481.26	11,275.00	58,063.17	375,819.43
2044	183,000.00	122,258.76	10,405.00	59,224.43	374,888.19
2045	194,000.00	111,507.50	9,490.00	60,408.92	375,406.42
2046	205,000.00	100,110.00	8,520.00	61,617.10	375,247.10
2047	216,000.00	88,066.26	7,495.00	62,849.44	374,410.70
2048	229,000.00	75,376.26	6,415.00	64,106.43	374,897.69
2049	242,000.00	61,922.50	5,270.00	65,388.56	374,581.06
2050	256,000.00	47,705.00	4,060.00	66,696.33	374,461.33
2051	270,000.00	32,665.00	2,780.00	68,030.25	373,475.25
2052	286,000.00	16,802.50	1,430.00	69,390.86	373,623.36
Total	\$ 4,172,000.00	\$ 4,166,541.42	\$ 356,285.00	\$ 1,465,606.82	\$ 10,160,433.24

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #2 ^[c]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
1474090010001	LT 8 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010002	LT 9 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010003	LT 10 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010004	LT 11 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010005	LT 12 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010006	LT 13 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010007	LT 14 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010008	LT 15 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010009	LT 16 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010010	LT 17 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010011	LT 18 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010012	LT 19 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010013	LT 20 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010014	LT 21 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010015	LT 22 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010016	LT 23 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010017	LT 24 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010018	LT 25 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010019	LT 26 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010020	LT 27 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010021	LT 28 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010022	LT 29 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010023	LT 30 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010024	LT 31 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010025	LT 32 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010026	LT 33 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$ 431.55	\$ 3,414.99
1474090010027	RES A BLK 2 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090010028	RES B BLK 2 (DRILL SITE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090010029	RES C BLK 2 (DRAINAGE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090010030	RES D BLK 2 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090020001	LT 3 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020002	LT 4 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020003	LT 5 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020004	LT 6 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020005	LT 7 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020006	LT 8 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020007	LT 9 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020008	LT 10 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020009	LT 11 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090020010	LT 12 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

Property ID	Legal Description	Lot Type	Improvement Area #2 ^[c]						Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest				
1474090020011	LT 13 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020012	LT 14 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020013	LT 15 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020014	LT 16 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020015	LT 17 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020016	LT 18 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020017	LT 19 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090020018	LT 33 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020019	LT 34 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020020	LT 35 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020021	LT 36 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020022	LT 37 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020023	LT 38 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020024	LT 39 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020025	LT 40 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020026	LT 41 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020027	LT 42 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020028	LT 43 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020029	LT 44 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020030	LT 45 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020031	LT 46 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020032	LT 47 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020033	LT 48 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020034	LT 49 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020035	LT 50 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020036	LT 51 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020037	LT 52 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	\$ 38,046.81	\$ 655.76	\$ 2,140.60	\$ 187.08	\$	\$ 431.55	\$	3,414.99
1474090020038	RES E BLK 3 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
1474090030001	LT 54 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030002	LT 55 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030003	LT 56 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030004	LT 57 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030005	LT 58 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030006	LT 59 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030007	LT 60 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030008	LT 61 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030009	LT 62 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030010	LT 63 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030011	LT 64 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09
1474090030012	LT 65 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$	\$ 391.75	\$	3,100.09

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

Property ID	Legal Description	Lot Type	Improvement Area #2 ^[c]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/26 ^[d]
1474090030013	LT 66 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030014	LT 67 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030015	LT 68 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030016	LT 69 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030017	LT 70 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090030018	RES F BLK 4 (DRAINAGE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090040001	LT 1 BLK 7 WOOD LEAF RESERVE SEC 2	Lot Type 3	\$ 34,538.48	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
1474090040002	ROW-STREET WIDENING (DEDICATED PER PLAT) (NM) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1474090040003	ROW-ALL STREETS (DEDICATED PER PLAT) (NM) WOOD LEAF RESERVE SEC 2	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$2,959,000.00	\$ 51,000.00	\$ 166,480.00	\$ 14,550.00	\$ 33,562.41	\$ 265,592.41

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT G-2 – IMPROVEMENT AREA #2 TOTAL ANNUAL INSTALLMENTS

Installment Due 1/31	Improvement Area #2 2024 Bonds				Total Installment ^[c]
	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	
2026	\$ 51,000.00	\$ 166,480.00	\$ 14,550.00	\$ 33,562.41	\$ 265,592.41
2027	53,000.00	163,675.00	14,295.00	34,233.66	265,203.66
2028	55,000.00	160,760.00	14,030.00	34,918.33	264,708.33
2029	58,000.00	157,735.00	13,755.00	35,616.70	265,106.70
2030	60,000.00	154,545.00	13,465.00	36,329.03	264,339.03
2031	63,000.00	151,245.00	13,165.00	37,055.61	264,465.61
2032	66,000.00	147,780.00	12,850.00	37,796.72	264,426.72
2033	68,000.00	144,150.00	12,520.00	38,552.66	263,222.66
2034	71,000.00	140,410.00	12,180.00	39,323.71	262,913.71
2035	75,000.00	136,505.00	11,825.00	40,110.19	263,440.19
2036	78,000.00	132,380.00	11,450.00	40,912.39	262,742.39
2037	81,000.00	128,090.00	11,060.00	41,730.64	261,880.64
2038	85,000.00	123,635.00	10,655.00	42,565.25	261,855.25
2039	89,000.00	118,960.00	10,230.00	43,416.56	261,606.56
2040	93,000.00	114,065.00	9,785.00	44,284.89	261,134.89
2041	98,000.00	108,950.00	9,320.00	45,170.58	261,440.58
2042	102,000.00	103,560.00	8,830.00	46,074.00	260,464.00
2043	107,000.00	97,950.00	8,320.00	46,995.48	260,265.48
2044	112,000.00	92,065.00	7,785.00	47,935.39	259,785.39
2045	118,000.00	85,905.00	7,225.00	48,894.09	260,024.09
2046	124,000.00	79,120.00	6,635.00	49,871.98	259,626.98
2047	130,000.00	71,990.00	6,015.00	50,869.42	258,874.42
2048	137,000.00	64,515.00	5,365.00	51,886.80	258,766.80
2049	144,000.00	56,637.50	4,680.00	52,924.54	258,242.04
2050	151,000.00	48,357.50	3,960.00	53,983.03	257,300.53
2051	159,000.00	39,675.00	3,205.00	55,062.69	256,942.69
2052	168,000.00	30,532.50	2,410.00	56,163.94	257,106.44
2053	177,000.00	20,872.50	1,570.00	57,287.22	256,729.72
2054	186,000.00	10,695.00	685.00	58,432.97	255,812.97
Total	\$ 2,959,000.00	\$ 3,051,240.00	\$ 261,820.00	\$ 1,301,960.88	\$ 7,574,020.88

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 - IMPROVEMENT AREA #3 ASSESSMENT ROLL

			Improvement Area #3 ^[b]					
Property ID	Legal Description	Lot Type	Outstanding Assessment [a],[b]	Principal	Interest	Additional Interest	Annual Collection Costs	Annual Installment Due 1/31/26 ^{[b],[c]}
440580000285	TR 4R ABST 632 C V PILLOT	INITIAL PARCEL	\$3,436,000.00	\$ 55,000.00	\$ 198,225.00	\$ 17,180.00	\$ 51,018.00	\$321,423.00
Totals			\$3,436,000.00	\$ 55,000.00	\$ 198,225.00	\$ 17,180.00	\$ 51,018.00	\$321,423.00

Footnotes:

[a] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[b] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[c] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT H-2 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENTS

Improvement Area #3 2025 Bonds						
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2025	\$ -	\$ -	\$ (63,321.88)	\$ -	\$ -	\$ (63,321.88)
2026	55,000.00	198,225.00	-	17,180.00	51,018.00	321,423.00
2027	58,000.00	195,200.00	-	16,905.00	52,038.36	322,143.36
2028	60,000.00	192,010.00	-	16,615.00	53,079.13	321,704.13
2029	63,000.00	188,710.00	-	16,315.00	54,140.71	322,165.71
2030	65,000.00	185,245.00	-	16,000.00	55,223.52	321,468.52
2031	68,000.00	181,670.00	-	15,675.00	56,327.99	321,672.99
2032	71,000.00	177,930.00	-	15,335.00	57,454.55	321,719.55
2033	74,000.00	174,025.00	-	14,980.00	58,603.65	321,608.65
2034	77,000.00	169,955.00	-	14,610.00	59,775.72	321,340.72
2035	81,000.00	165,720.00	-	14,225.00	60,971.23	321,916.23
2036	84,000.00	161,265.00	-	13,820.00	62,190.66	321,275.66
2037	88,000.00	156,645.00	-	13,400.00	63,434.47	321,479.47
2038	92,000.00	151,805.00	-	12,960.00	64,703.16	321,468.16
2039	96,000.00	146,745.00	-	12,500.00	65,997.22	321,242.22
2040	101,000.00	141,465.00	-	12,020.00	67,317.17	321,802.17
2041	106,000.00	135,910.00	-	11,515.00	68,663.51	322,088.51
2042	111,000.00	130,080.00	-	10,985.00	70,036.78	322,101.78
2043	116,000.00	123,975.00	-	10,430.00	71,437.52	321,842.52
2044	121,000.00	117,595.00	-	9,850.00	72,866.27	321,311.27
2045	127,000.00	110,940.00	-	9,245.00	74,323.59	321,508.59
2046	134,000.00	103,320.00	-	8,610.00	75,810.06	321,740.06
2047	141,000.00	95,280.00	-	7,940.00	77,326.27	321,546.27
2048	149,000.00	86,820.00	-	7,235.00	78,872.79	321,927.79
2049	157,000.00	77,880.00	-	6,490.00	80,450.25	321,820.25
2050	165,000.00	68,460.00	-	5,705.00	82,059.25	321,224.25
2051	175,000.00	58,560.00	-	4,880.00	83,700.44	322,140.44
2052	184,000.00	48,060.00	-	4,005.00	85,374.45	321,439.45
2053	195,000.00	37,020.00	-	3,085.00	87,081.93	322,186.93
2054	205,000.00	25,320.00	-	2,110.00	88,823.57	321,253.57
2055	217,000.00	13,020.00	-	1,085.00	90,600.04	321,705.04
Total	\$ 3,436,000.00	\$ 3,818,855.00	\$ (63,321.88)	\$ 325,710	\$ 2,069,702.26	\$ 9,586,945.38

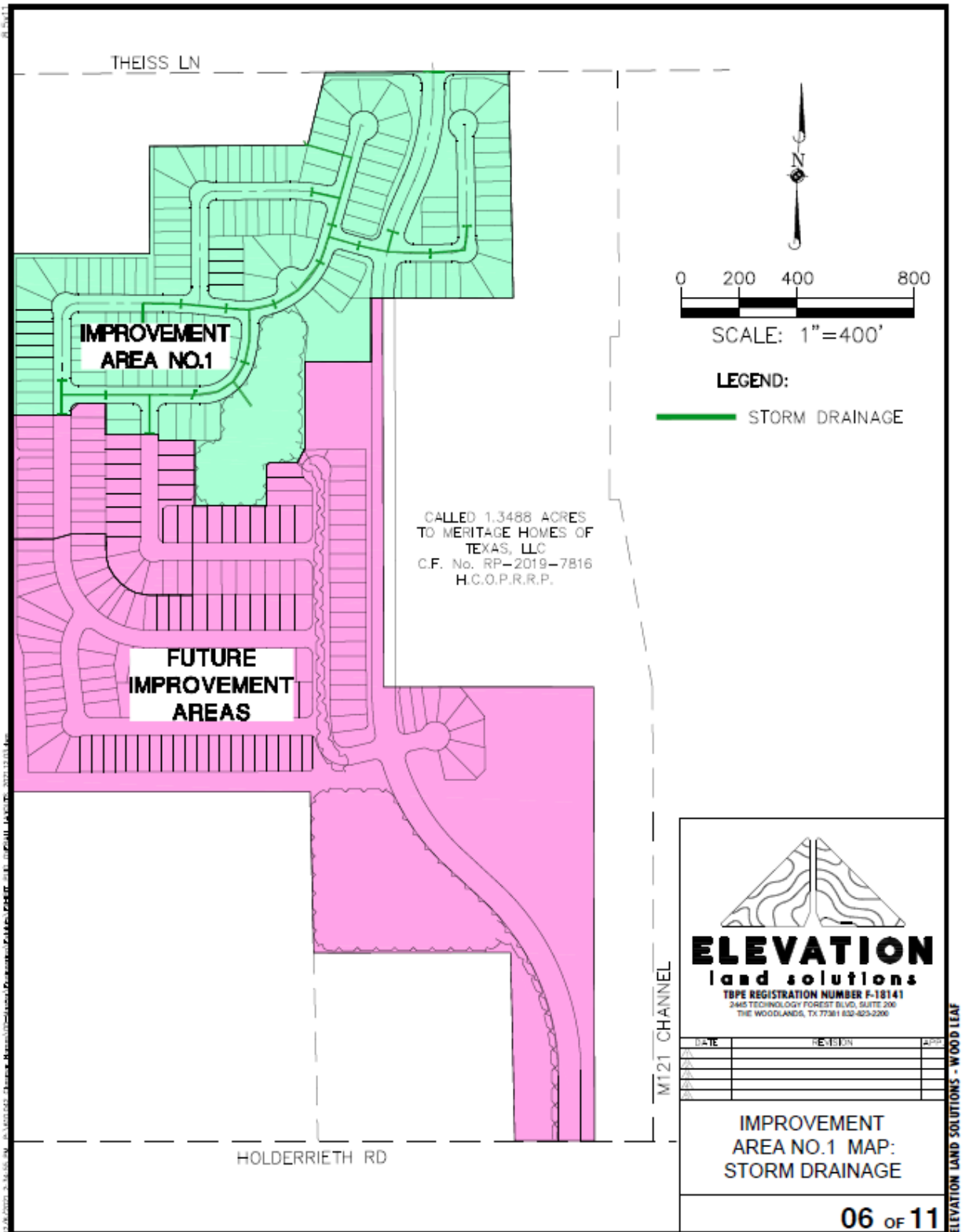
Footnotes:

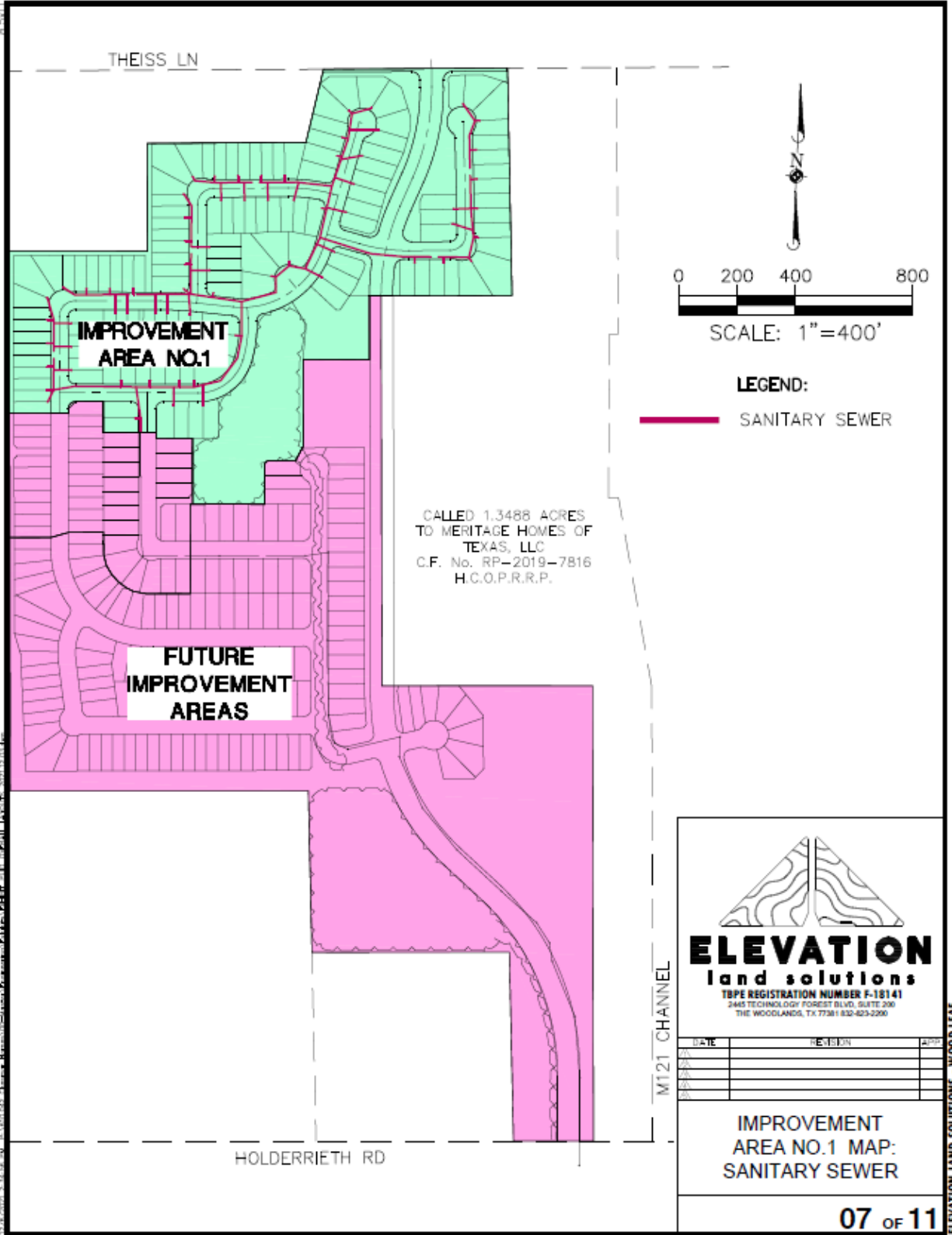
[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

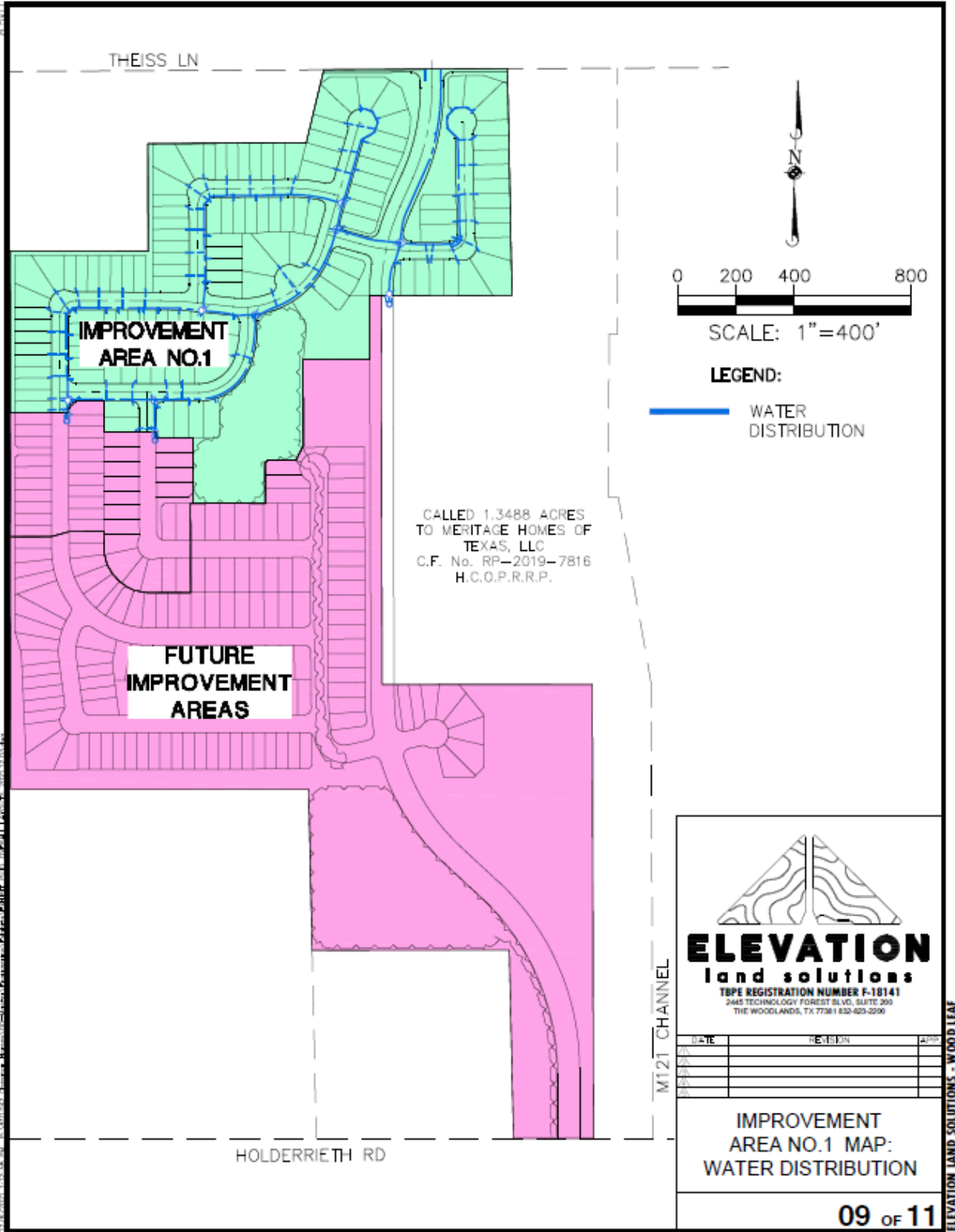
[b] Additional Interest is calculated at the Additional Interest Rate.

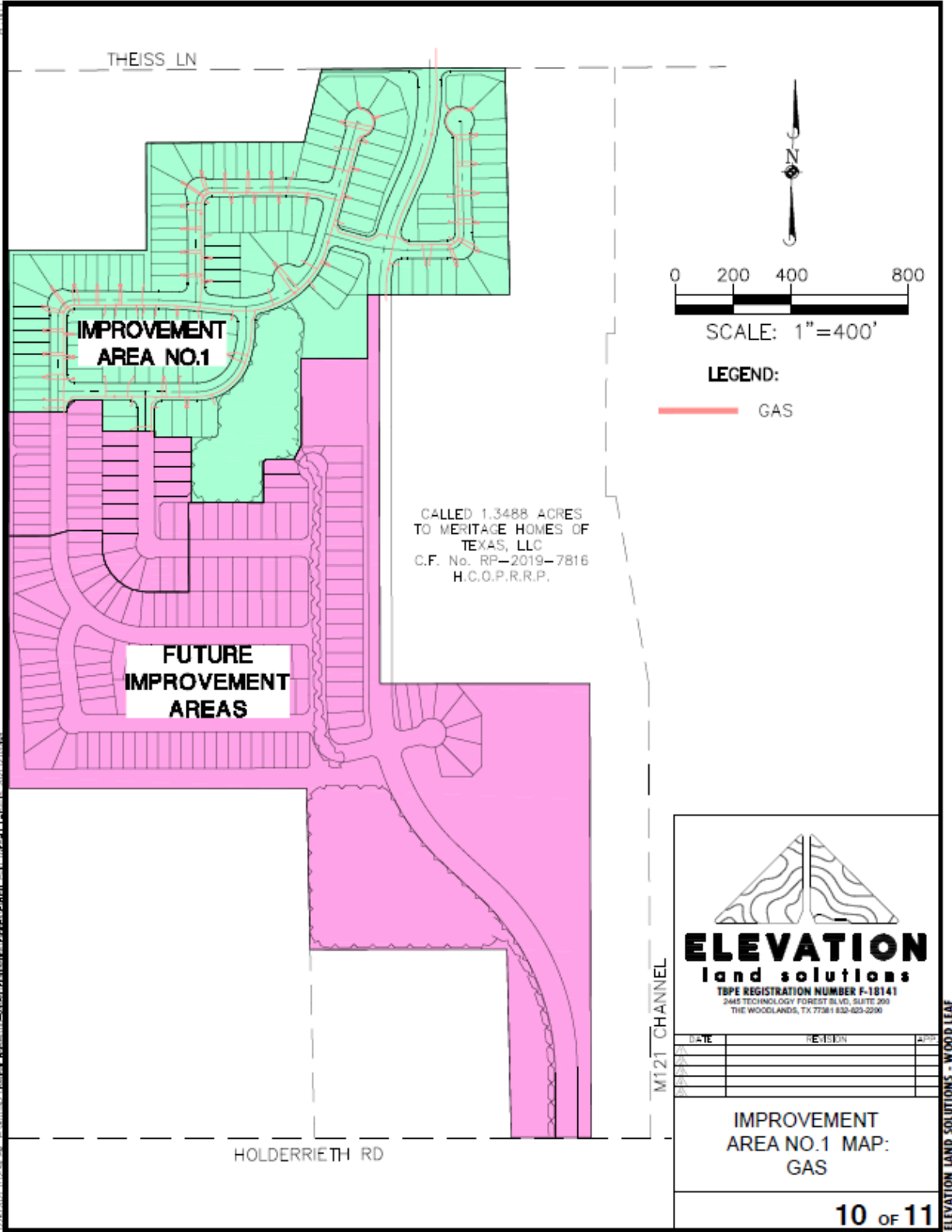
[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS









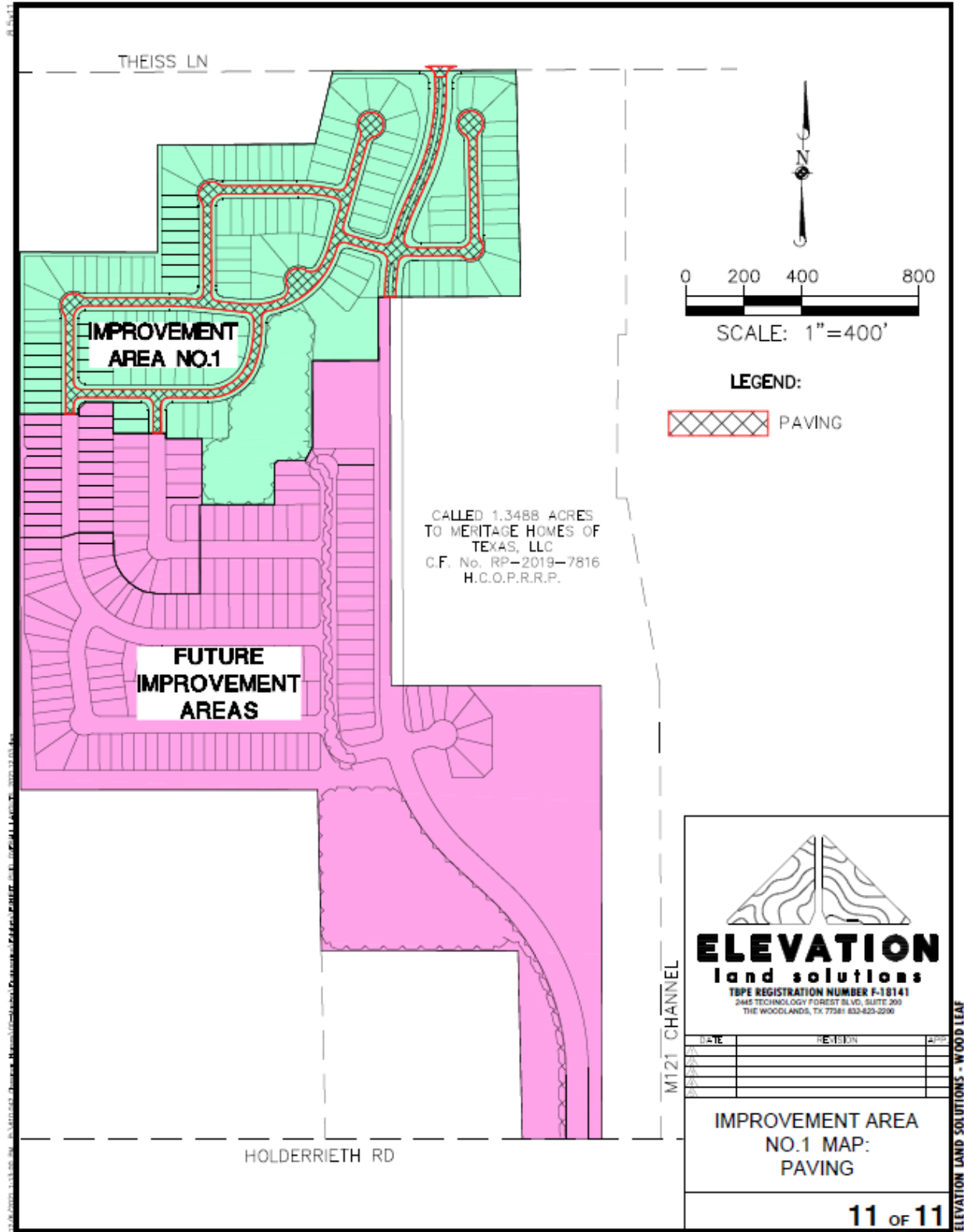
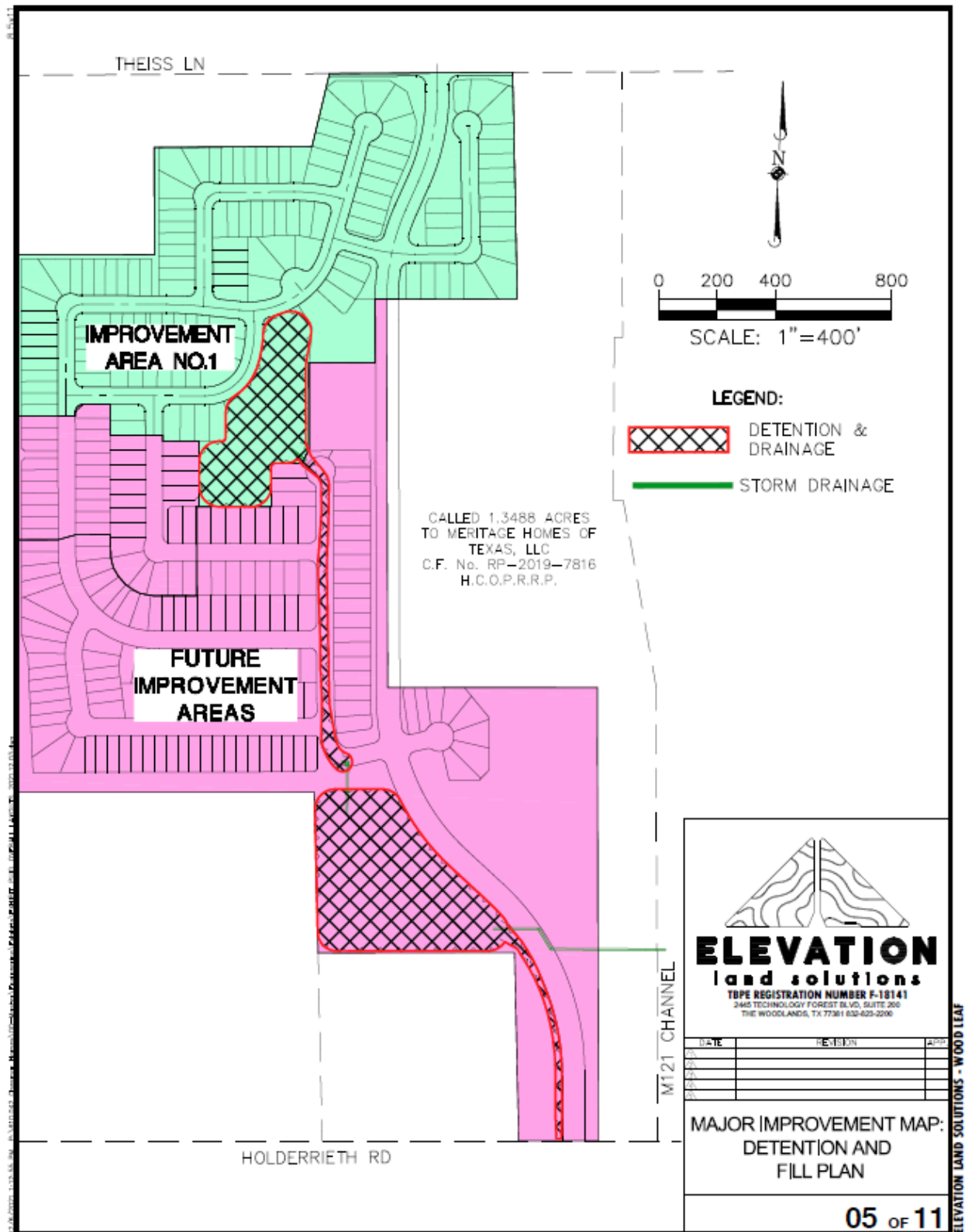
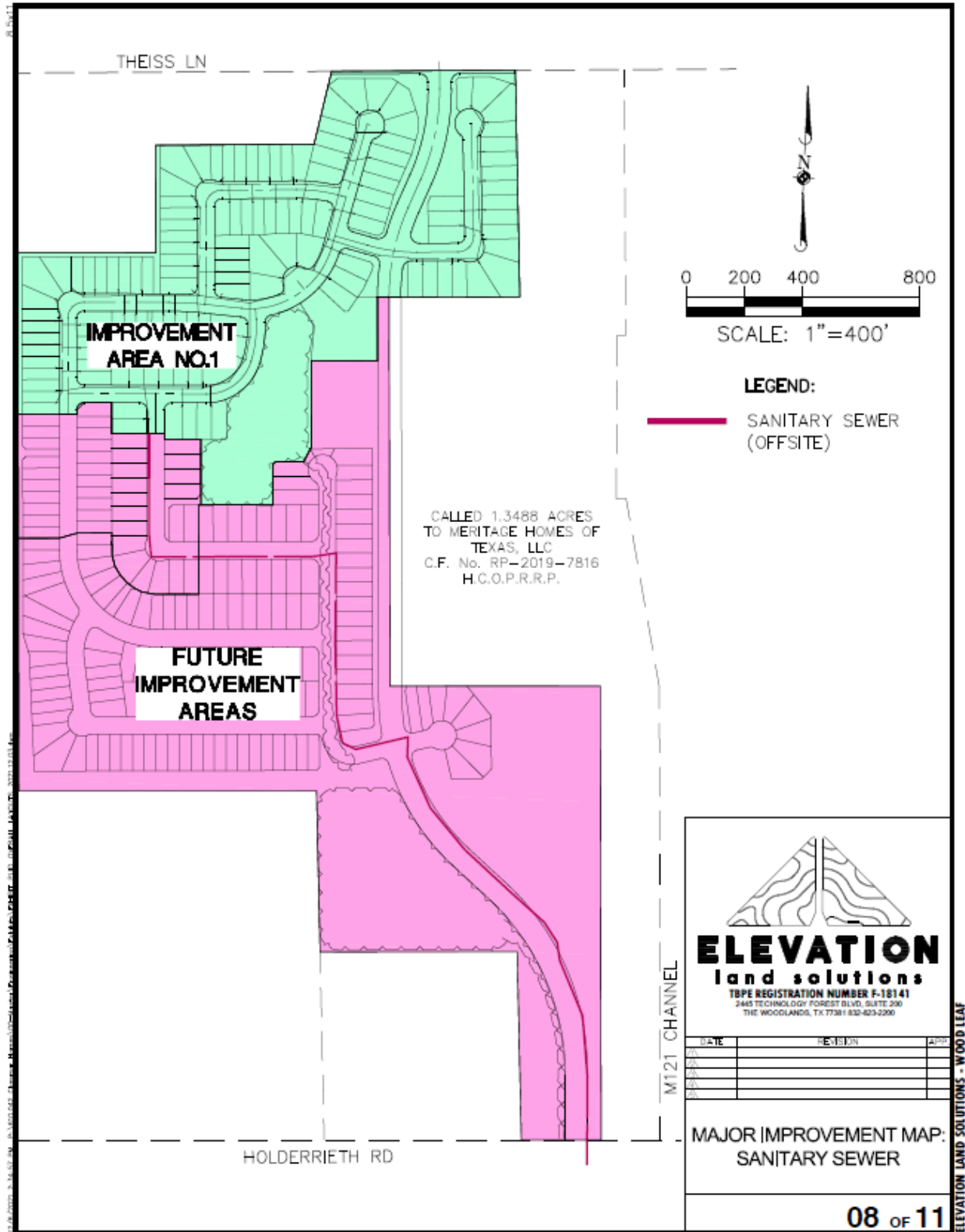


EXHIBIT I-2 – MAPS OF MAJOR IMPROVEMENTS





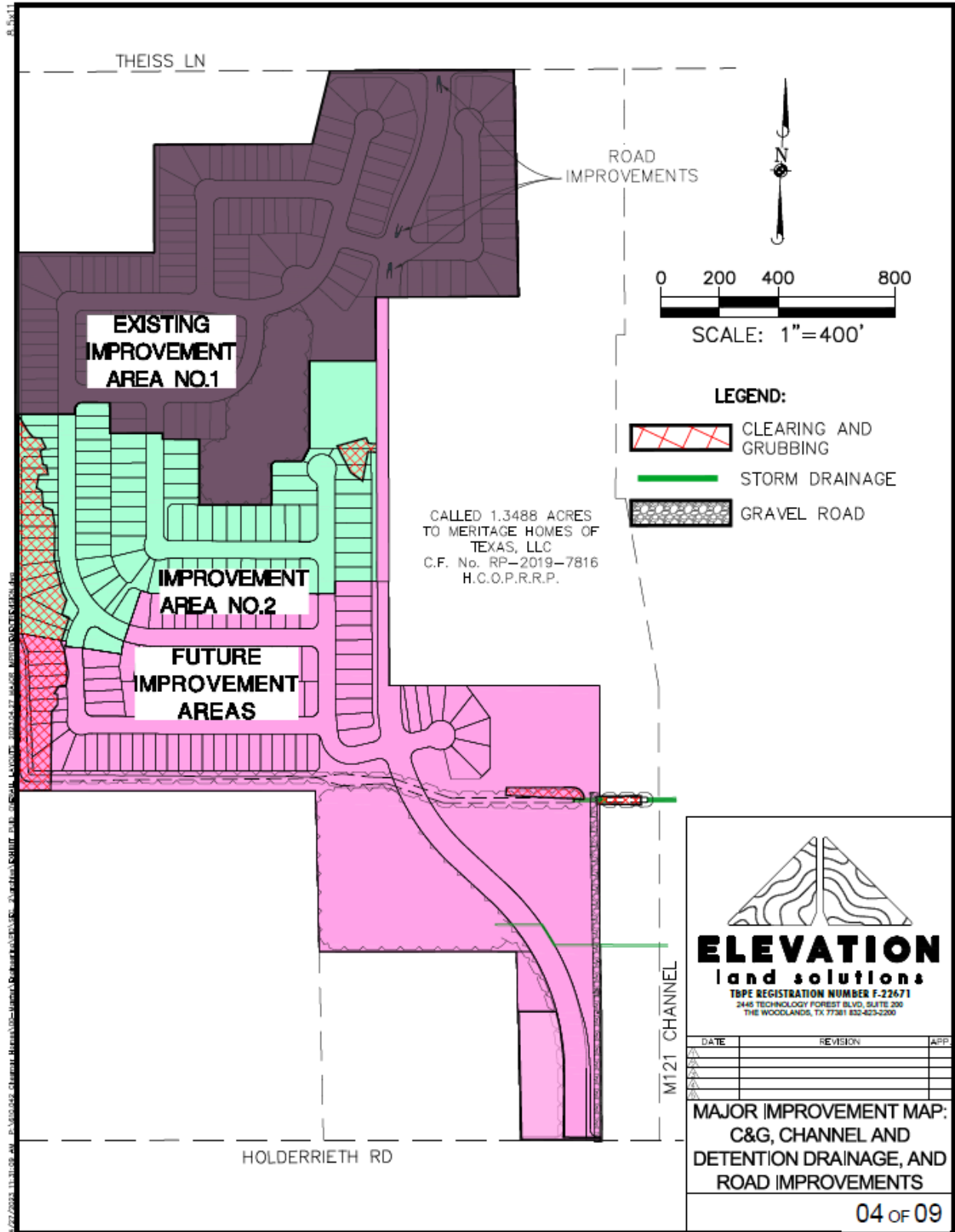
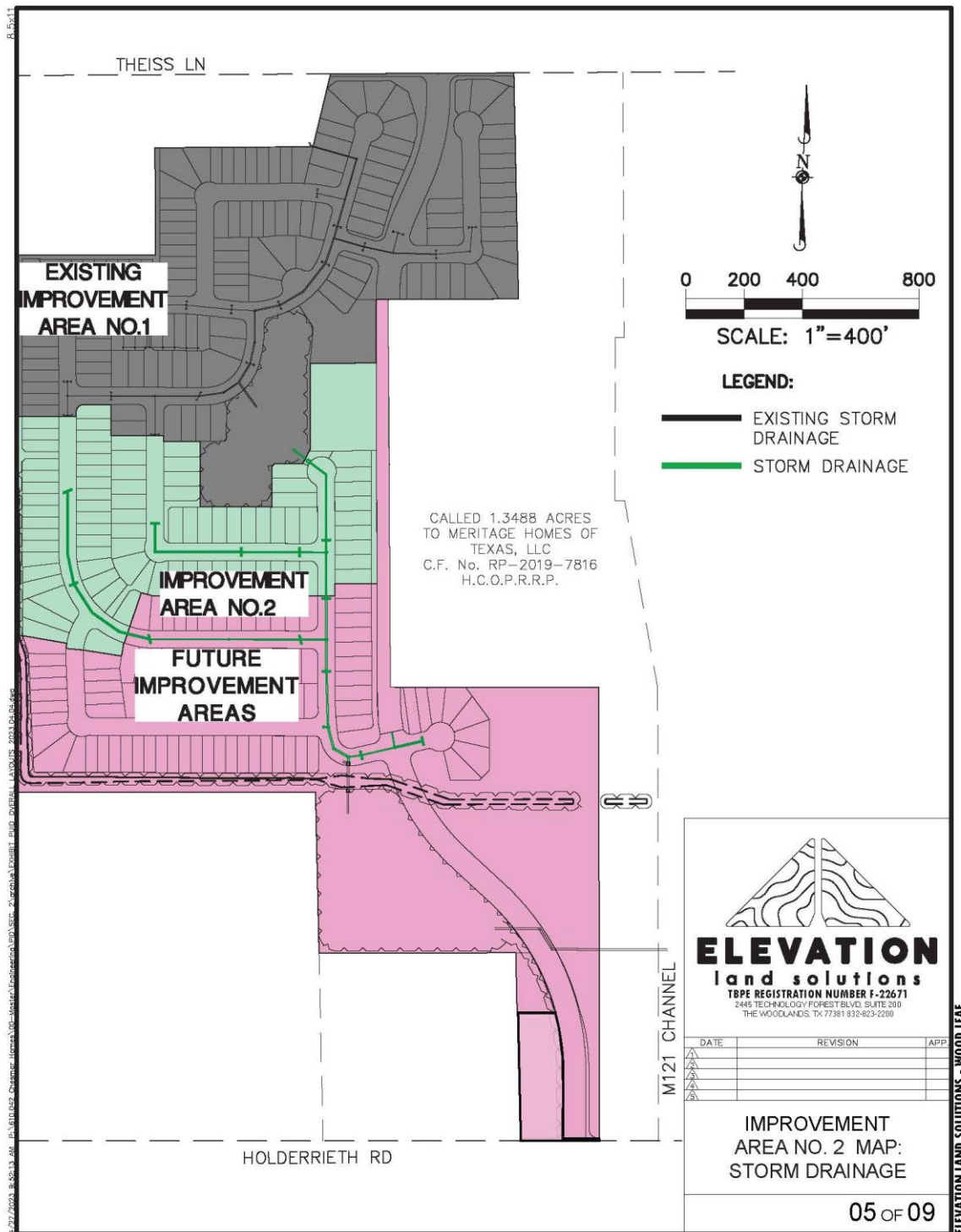
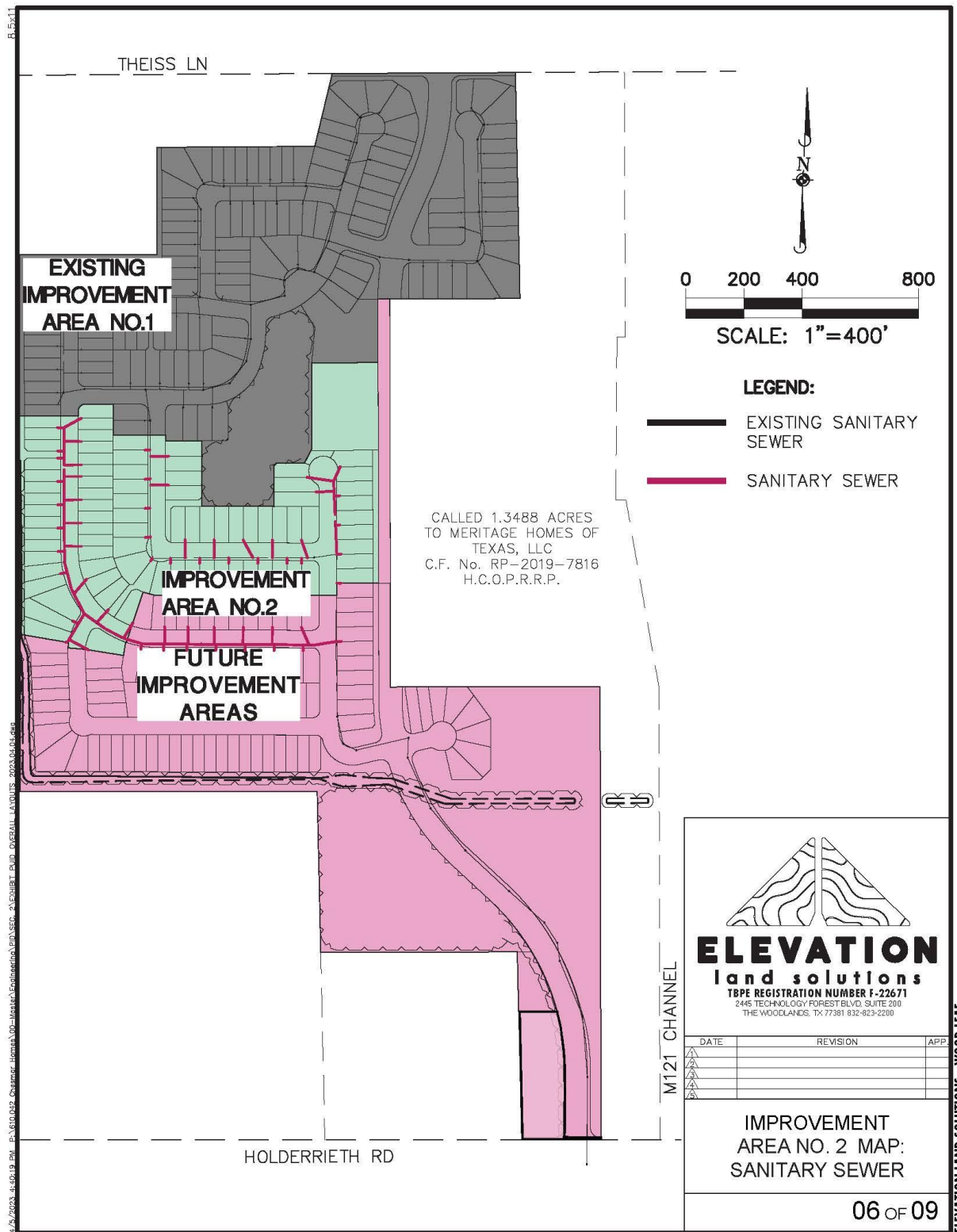
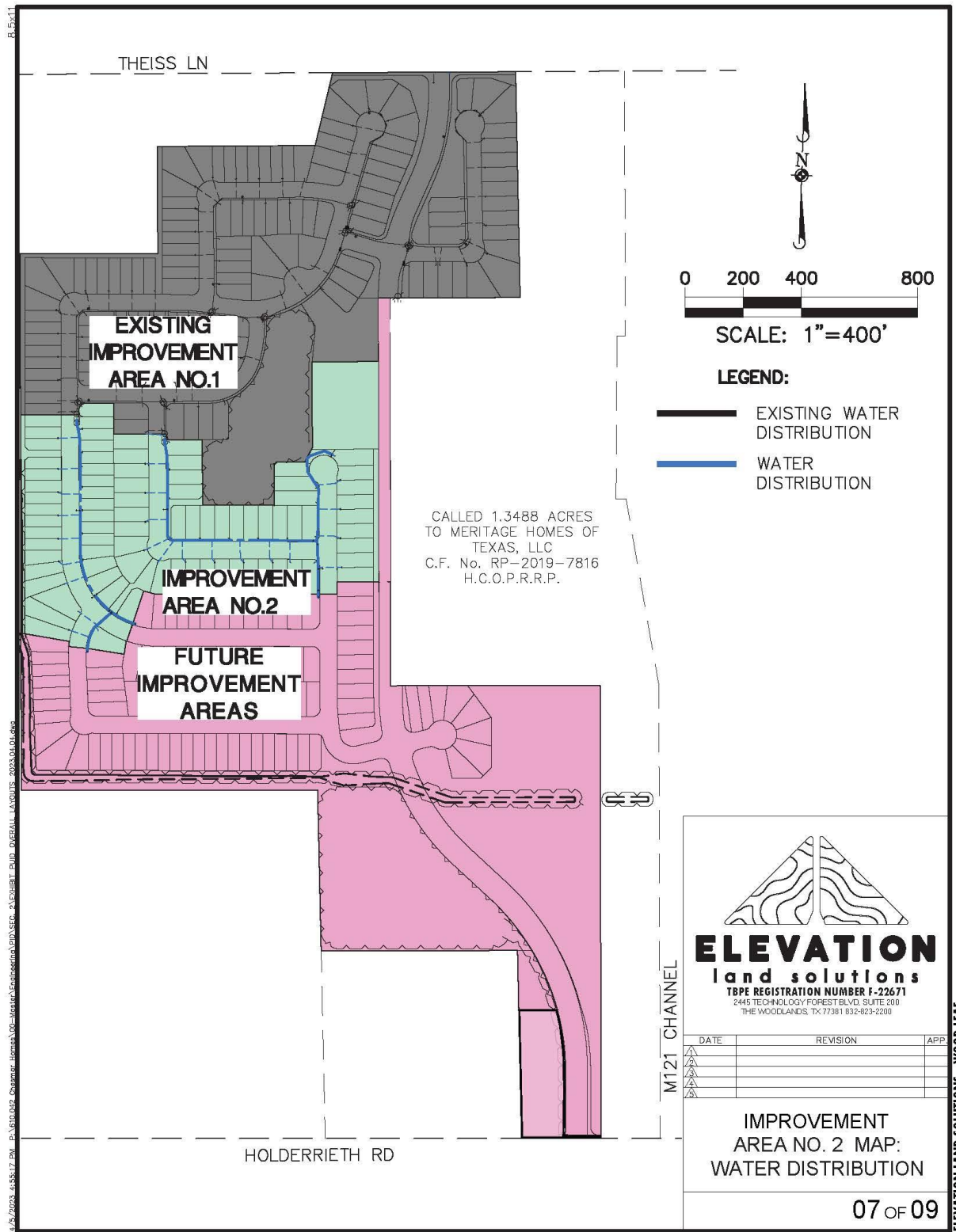
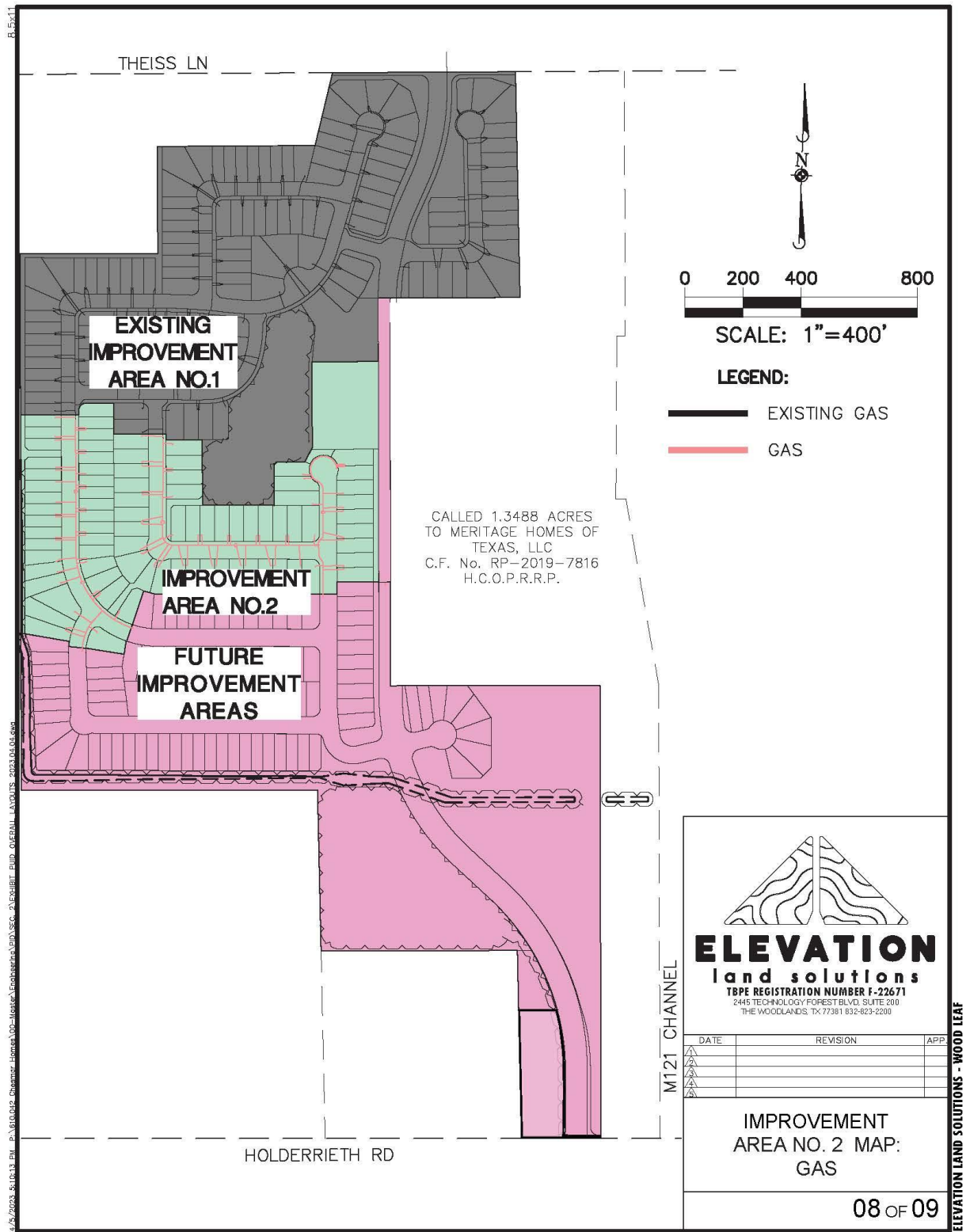


EXHIBIT I-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS









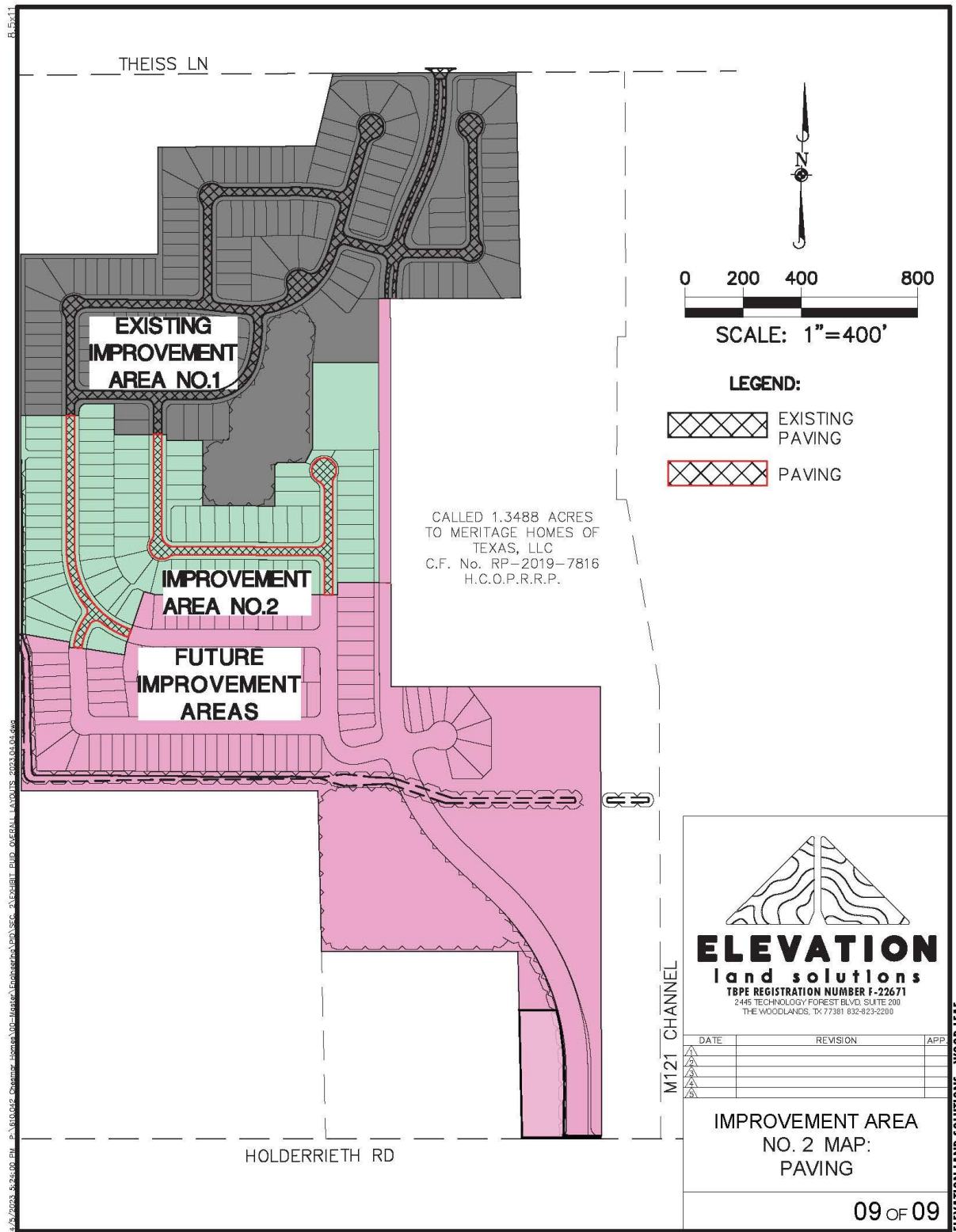
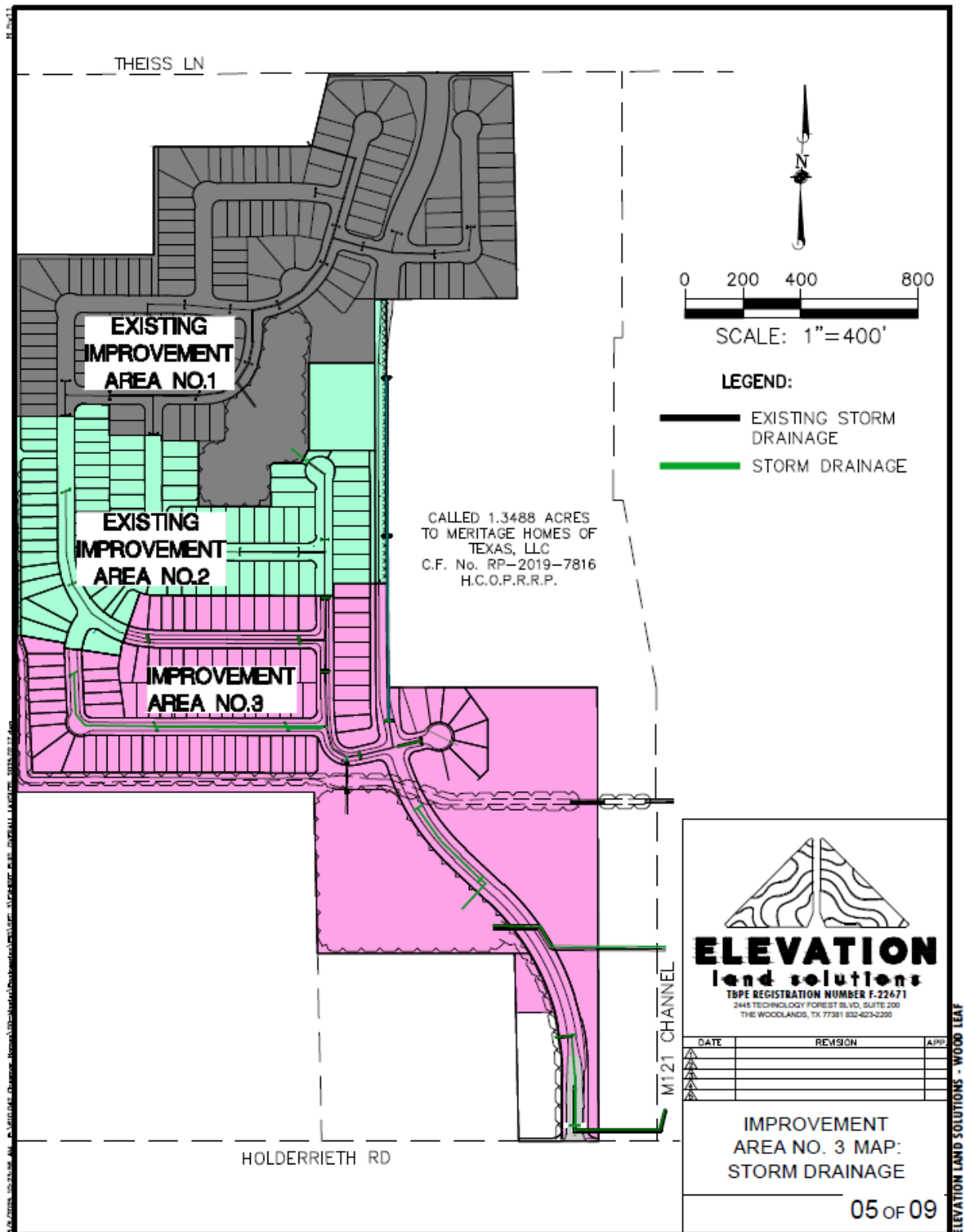
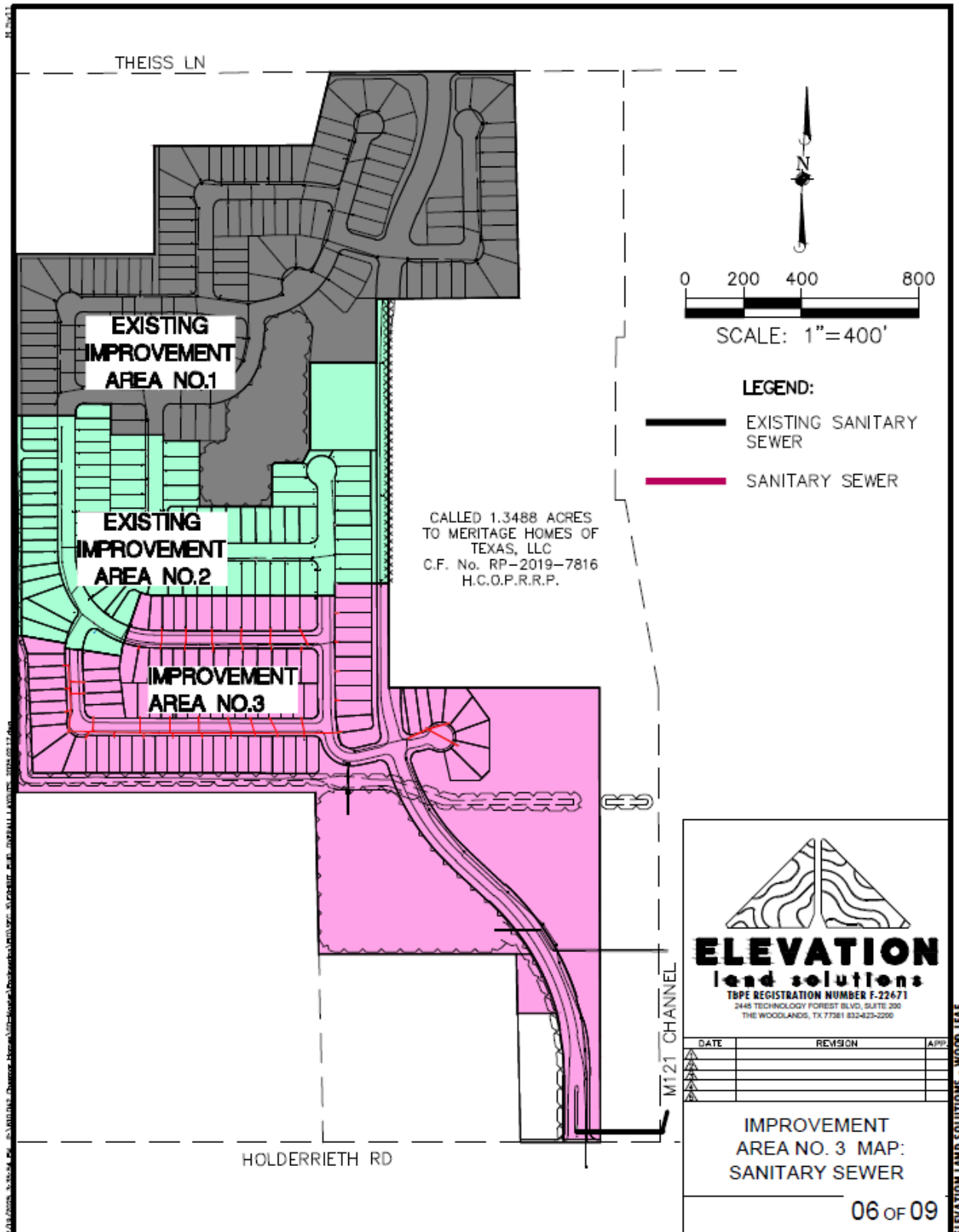
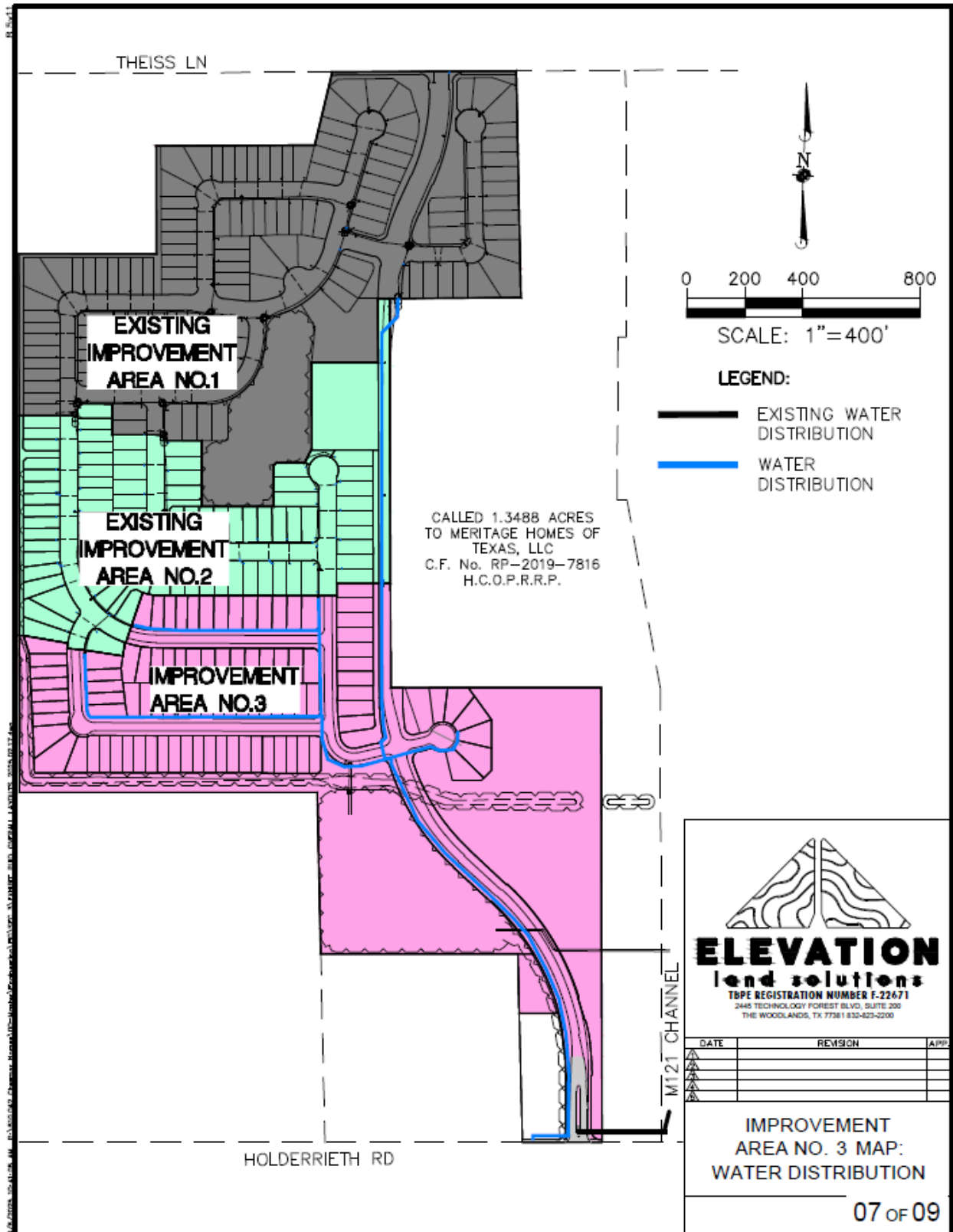
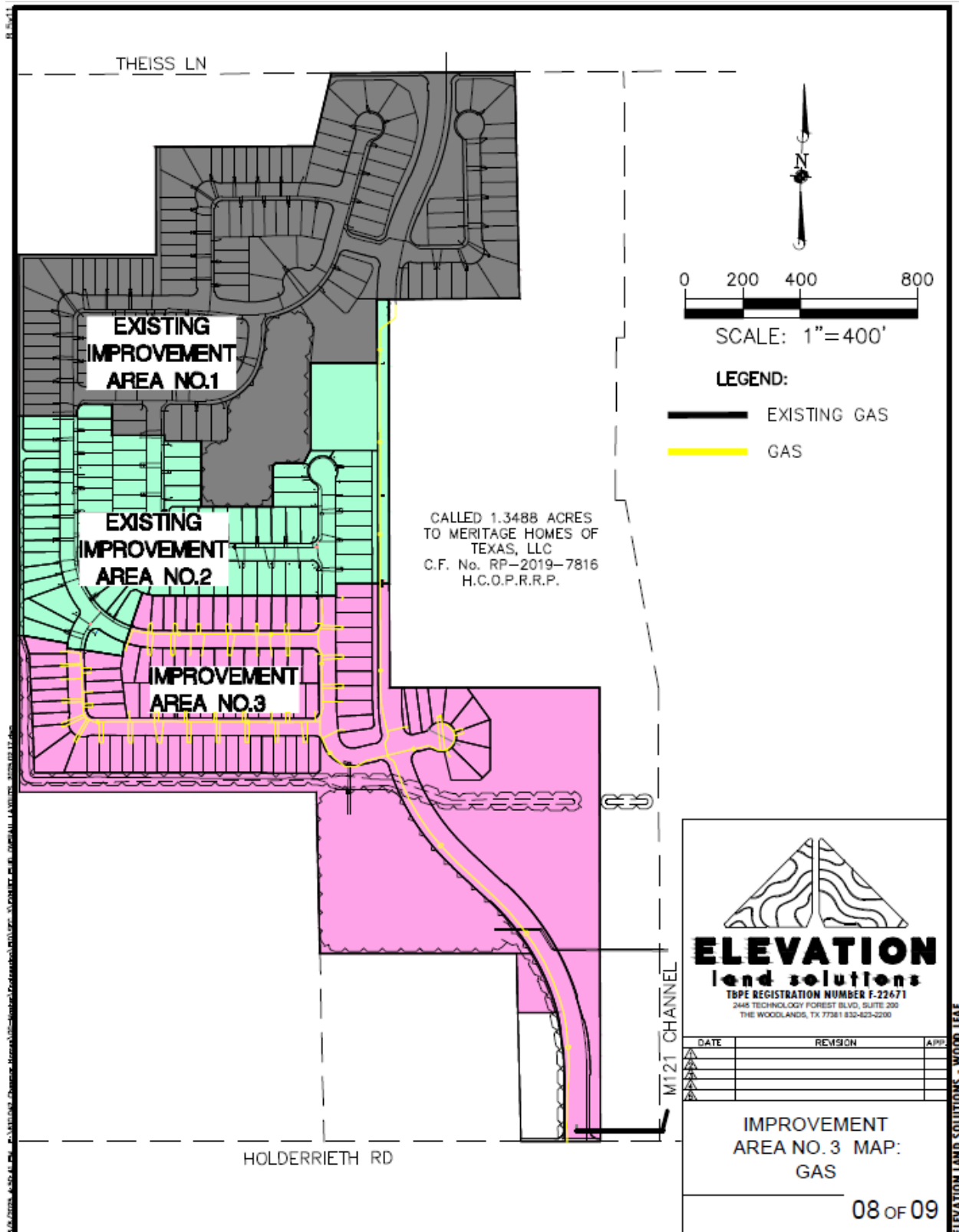


EXHIBIT I-4 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS









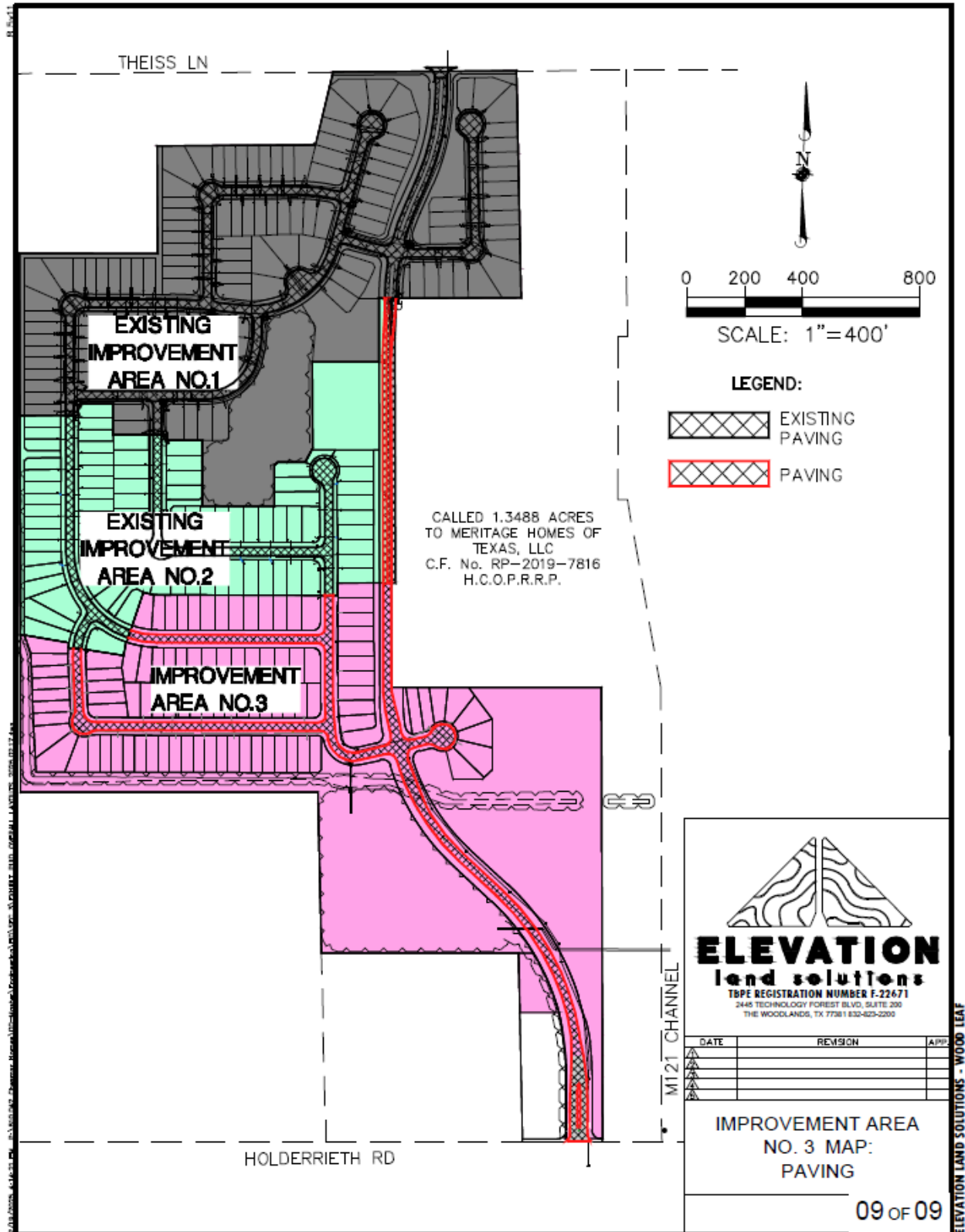


EXHIBIT J – NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Harris County Civil Courthouse
Honorable [County Clerk Name]
201 Caroline, Suite 310
Houston, Texas 77002

Re: City of Tomball Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Tomball is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Tomball
Attn: [City Secretary]
401 Market Street
Tomball, Texas 77375

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

**[City Secretary]
City of Tomball
401 Market Street
Tomball, Texas 77375**

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Tomball, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Tomball, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about January 18, 2021, the City Council for the City, approved Resolution No. 2021-04, creating the Wood Leaf Reserve Public Improvement District; and

WHEREAS, the Wood Leaf Reserve Public Improvement District consists of approximately 90.54 contiguous acres located within the City; and

WHEREAS, on or about____, ____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Wood Leaf Reserve Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$____.____ (hereinafter referred to as the "Lien Amount") for the following property:

EXHIBIT K-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2023	\$ 90,000.00	\$ 227,386.14	\$ 317,386.14
2024	71,000.00	246,826.26	317,826.26
2025	73,000.00	243,453.76	316,453.76
2026	76,000.00	239,986.26	315,986.26
2027	79,000.00	236,376.26	315,376.26
2028	82,000.00	232,623.76	314,623.76
2029	86,000.00	228,421.26	314,421.26
2030	90,000.00	224,013.76	314,013.76
2031	94,000.00	219,401.26	313,401.26
2032	98,000.00	214,583.76	312,583.76
2033	102,000.00	209,561.26	311,561.26
2034	108,000.00	203,568.76	311,568.76
2035	114,000.00	197,223.76	311,223.76
2036	120,000.00	190,526.26	310,526.26
2037	126,000.00	183,476.26	309,476.26
2038	133,000.00	176,073.76	309,073.76
2039	140,000.00	168,260.00	308,260.00
2040	148,000.00	160,035.00	308,035.00
2041	156,000.00	151,340.00	307,340.00
2042	165,000.00	142,175.00	307,175.00
2043	174,000.00	132,481.26	306,481.26
2044	183,000.00	122,258.76	305,258.76
2045	194,000.00	111,507.50	305,507.50
2046	205,000.00	100,110.00	305,110.00
2047	216,000.00	88,066.26	304,066.26
2048	229,000.00	75,376.26	304,376.26
2049	242,000.00	61,922.50	303,922.50
2050	256,000.00	47,705.00	303,705.00
2051	270,000.00	32,665.00	302,665.00
2052	286,000.00	16,802.50	302,802.50
Total	<u>\$4,406,000.00</u>	<u>\$4,884,207.58</u>	<u>\$9,290,207.58</u>

EXHIBIT K-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

Final

City of Tomball

Special Assessment Revenue Bonds

Wood Leaf Reserve PID Improvement Area #2

Series 2024

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
09/30/2024	-	-	21,146.88	21,146.88
09/30/2025	49,000.00	5.500%	169,175.00	218,175.00
09/30/2026	51,000.00	5.500%	166,480.00	217,480.00
09/30/2027	53,000.00	5.500%	163,675.00	216,675.00
09/30/2028	55,000.00	5.500%	160,760.00	215,760.00
09/30/2029	58,000.00	5.500%	157,735.00	215,735.00
09/30/2030	60,000.00	5.500%	154,545.00	214,545.00
09/30/2031	63,000.00	5.500%	151,245.00	214,245.00
09/30/2032	66,000.00	5.500%	147,780.00	213,780.00
09/30/2033	68,000.00	5.500%	144,150.00	212,150.00
09/30/2034	71,000.00	5.500%	140,410.00	211,410.00
09/30/2035	75,000.00	5.500%	136,505.00	211,505.00
09/30/2036	78,000.00	5.500%	132,380.00	210,380.00
09/30/2037	81,000.00	5.500%	128,090.00	209,090.00
09/30/2038	85,000.00	5.500%	123,635.00	208,635.00
09/30/2039	89,000.00	5.500%	118,960.00	207,960.00
09/30/2040	93,000.00	5.500%	114,065.00	207,065.00
09/30/2041	98,000.00	5.500%	108,950.00	206,950.00
09/30/2042	102,000.00	5.500%	103,560.00	205,560.00
09/30/2043	107,000.00	5.500%	97,950.00	204,950.00
09/30/2044	112,000.00	5.500%	92,065.00	204,065.00
09/30/2045	118,000.00	5.750%	85,905.00	203,905.00
09/30/2046	124,000.00	5.750%	79,120.00	203,120.00
09/30/2047	130,000.00	5.750%	71,990.00	201,990.00
09/30/2048	137,000.00	5.750%	64,515.00	201,515.00
09/30/2049	144,000.00	5.750%	56,637.50	200,637.50
09/30/2050	151,000.00	5.750%	48,357.50	199,357.50
09/30/2051	159,000.00	5.750%	39,675.00	198,675.00
09/30/2052	168,000.00	5.750%	30,532.50	198,532.50
09/30/2053	177,000.00	5.750%	20,872.50	197,872.50
09/30/2054	186,000.00	5.750%	10,695.00	196,695.00
Total	\$3,008,000.00	-	\$3,241,561.88	\$6,249,561.88

Series 2024 IA 2 - FINAL | SINGLE PURPOSE | 7/1/2024 | 11:26 AM

HilltopSecurities
Public Finance

Page 5

EXHIBIT K-3 - DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #3 BONDS

EXHIBIT L-1 – DISTRICT BOUNDARY DESCRIPTION

A **METES & BOUNDS** description of a certain 90.54 acre (3,943,901 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632 in Harris County, Texas, being all of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP- 2020-405995, Harris County Official Public Records of Real Property, also being all of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 90.54 acre (3,943,901 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 2-inch iron pipe found, being the most westerly northwest corner of the herein described tract, being the most westerly northwest corner of said called 61.013 acre tract, also being the southwest corner of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P., by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records of Real Property, also being on the east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, by plat recorded in Clerk's File No. W008922, Harris County Map Records;

THENCE, North 87°45'25" East, 472.90 feet along the south line of said called 6.7133 acre tract to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract;

THENCE, North 02°26'51" West, 368.19 feet along the east line of said called 6.7133 acre tract to a 5/8-inch iron rod (with cap) found, being the most northerly northwest corner of said called 61.013 acre tract;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Alejandro and Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a point for corner, being the northeast corner of said called 1.167 acre tract (Tract 2), from which a 5/8-inch iron rod (with cap) found bears North 11°11'31" East, 0.41 feet;

THENCE, North 87°21'24" East, 629.28 feet to a point for the northeast corner of the herein described tract, being the northeast corner of said Tract V, also being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC, by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears North 03°29'29" West, 0.92 feet;

THENCE, along the west line of said called 39.03 acre tract, the following five (5) courses and distances:

1. South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found;
2. South 87°21'07" West, 448.18 feet to a 5/8-inch iron rod found;
3. South 02°27'59" East, 1,331.96 feet to a 1/2-inch iron rod found;
4. North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found;

5. South 02°27'41" East, 1,545.47 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set for the southeast corner of the herein described tract, being 10 feet north of and parallel to the north right-of-way line of Holderrieth Road (width varies per Volume 816, Page 359, and Volume 1036, Page 256, Harris County Deed Records);

THENCE, South 87°39'37" West, 10 feet north of and parallel to said north right-of-way line of Holderrieth Road, 129.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 30.00 feet, a central angle of 40°10'02", an arc length of 21.03 feet, and a chord bearing of North 17°44'38" East, 20.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 02°20'23" West, 198.70 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 810.05 feet, a central angle of 15°17'16", an arc length of 216.14 feet, and a chord bearing of North 09°59'01" West, 215.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°39'37" West, 132.30 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the east line of a called 0.6462 acre tract (Tract 2) conveyed to Alejandro Gomez

and Apolinar Gomez by deed recorded in Clerk's File No. 20060092123, Harris County Official Public Records of Real Property;

THENCE, North 03°36'41" West, 204.00 feet along said east line of said called 0.6462 acre tract to the northeast corner of said called 0.6462 acre tract, from which a 1-inch iron pipe found bears North 22°52'28" West, 1.14 feet;

THENCE, South 87°37'15" West, along the north line of said called 0.6462 acre tract, at a distance of 100.11 feet passing a 1/2-inch iron rod found, being the northwest corner of said called 0.6462 acre tract, also being the northeast corner of the remainder of a called 10.0 acre tract conveyed to Walter John Rumfolo and wife, Lucille Rumfolo, by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, continuing along the north line of said called 10.0 acre tract for a total distance of 675.32 feet to a 3/8-inch iron rod found, being the northwest corner of said remainder of said called 10.0 acre tract, also being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet along said east line of said called 25.950 acre tract to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet along the north line of said called 25.950 acre tract to a point for corner, being the northwest corner of said called 25.950 acre tract, also being on the east line of a called 1.3488 acre tract conveyed to Gordon Bruce Glanville by deed recorded in Clerk's File No. P064837, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears South 87°39'58" West, 1.07 feet;

THENCE, North 02°26'12" West, at a distance of 766.87 feet passing a 1/2-inch iron rod found, being the northeast corner of a called 5.0074 acre tract conveyed to Alvin W. Theis and wife, Thelma Theis, by deed recorded in Clerk's File No. J142169, Harris County Official Public Records of Real Property, also being the southeast corner of a called 4.9837 acre tract conveyed to Tractor Supply Co. of Texas, LP, by deed recorded in Clerk's File No. 20140022360, Harris County Official Public Records of Real Property, at a distance of 1,726.03 feet passing a 1/2-inch iron rod inside of a 2" iron pipe found on said east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, in all a distance of 1,844.67 feet to the **POINT OF BEGINNING, CONTAINING 90.54 acres (3,943,901 square feet)** of land in Montgomery County, Texas, filed in the office of Manhard Consulting, Ltd. In The Woodlands, Texas.

EXHIBIT L-2 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES & BOUNDS description of a certain 33.4418 acre (1,456,725 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being all of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Clerk's File No. RP-2021-200807, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, and being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 33.4418 acre (1,456,725 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 61.013 acre tract and being on the east line of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P. by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Maritia LP, an Arizona Limited Partnership, by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 1.167 acre tract and being on the south right-of-way line of Theis Lane (60 foot right-of-way per based on a width of 60 feet) recorded in Clerk's File No. J558545 and Clerk's File No. S551096, Harris County Official Public Records of Real Property;

THENCE, along the south right-of-way line of said Theis Lane, North 87°21'24" East, 629.28 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 4.990 acre tract (Tract V), being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, and being the northeast corner of the herein described tract;

THENCE, South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found, being the southeast corner of said called 4.990 acre tract (Tract V);

THENCE, South 87°21'07" West, 408.18 feet to a 5/8-inch iron rod (with cap) found, being on an interior line of said called 18.334 acre tract (Tract IV);

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

THENCE, South 87°32'01" West, at 40.00 feet passing a 5/8-inch iron rod found, being an exterior corner of said called 39.0554 acre tract and being an interior corner of said called 18.334 acre tract (Tract IV), and continuing for a total distance of 80.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 18.334 acre tract (Tract IV);

THENCE, along the north line of the remainder of said called 18.334 acre tract (Tract IV), the following nine (9) courses and distances:

1. South 02°27'59" East, 217.82 feet to a 5/8-inch iron rod (with cap) found;
2. South 87°31'54" West, 227.76 feet to a 5/8-inch iron rod (with cap) found;
3. South 02°28'06" East, 295.16 feet to a 5/8-inch iron rod (with cap) found;
4. South 25°22'36" West, 54.93 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 95.46 feet to a 5/8-inch iron rod (with cap) found;
6. South 42°40'08" West, 14.11 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°27'43" East, 140.00 feet to a 5/8-inch iron rod (with cap) found;
8. South 87°48'00" West, 247.32 feet to a 5/8-inch iron rod (with cap) found;
9. North 02°24'47" West, 225.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 61.013 acre tract;

THENCE, along the north line of the remainder of said called 61.013 acre tract, the following eight (8) courses and distances:

1. South 87°48'00" West, 125.00 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 19.46 feet to a 5/8-inch iron rod (with cap) found;
3. South 87°35'13" West, 180.00 feet to a 5/8-inch iron rod (with cap) found;
4. North 02°24'47" West, 106.21 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 94.91 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
6. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing South 42°41'37" West, 35.42 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 15.69 feet to a 5/8-inch iron rod (with cap) found;

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632


8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

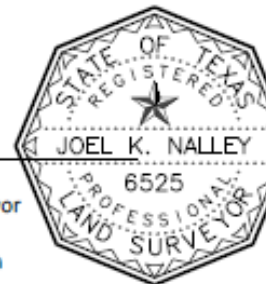
THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

THENCE, North 87°45'25" East, 472.90 feet to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract, being an interior corner of said called 61.013 acre tract;

THENCE, North 02°26'51" West, 368.19 feet to the **POINT OF BEGINNING, CONTAINING 33.4418 acres** (1,456,725 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
Texas Board of Professional Engineers &
Land Surveyors Firm Reg. No. 10194692


Acting By/Through Joel K. Nalley
Registered Professional Land Surveyor
No. 6525
jnalley@elevationlandsolutions.com



12/17/2021

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

EXHIBIT L-3 – IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 18.02 acre (784,734 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 18.02 acre (784,734 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Wal-Mart Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records, and being the northwest corner of the herein described tract;

THENCE, along the south line of said Wood Leaf Reserve Section 1, the following eighteen (18) courses and distances:

1. North 87°35'13" East, 200.54 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 15.69 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
3. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing North 42°41'37" East, 35.42 feet to a 5/8-inch iron rod (with cap) found;
4. North 87°48'00" East, 94.91 feet to a 5/8-inch iron rod (with cap) found;
5. South 02°24'47" East, 106.21 feet to a 5/8-inch iron rod (with cap) found;
6. North 87°35'13" East, 180.00 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 19.46 feet to a 5/8-inch iron rod (with cap) found;
8. North 87°48'00" East, 125.00 feet to a 5/8-inch iron rod (with cap) found;
9. South 02°24'47" East, 225.00 feet to a 5/8-inch iron rod (with cap) found;

Page 1 of 3

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\Wood Leaf Reserve Section 2 m&b\042-00 18.02 acres Wood Leaf Reserve Section 2 m&b.doc

10. North 87°48'00" East, 247.32 feet to a 5/8-inch iron rod (with cap) found;
11. North 02°27'43" West, 140.00 feet to a 5/8-inch iron rod (with cap) found;
12. North 42°40'08" East, 14.11 feet to a 5/8-inch iron rod (with cap) found;
13. North 87°48'00" East, 95.46 feet to a 5/8-inch iron rod (with cap) found;
14. North 25°22'36" East, 54.93 feet to a 5/8-inch iron rod (with cap) found;
15. North 02°28'06" West, 295.16 feet to a 5/8-inch iron rod (with cap) found;
16. North 87°31'54" East, 227.76 feet to a 5/8-inch iron rod (with cap) found;
17. North 02°27'59" West, 217.82 feet to a 5/8-inch iron rod (with cap) found;
18. North 87°32'01" East, 40.00 feet to a 5/8-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being in the centerline of School Street (based on a width of 80-feet) recorded in Film Code No. 694636, Harris County Map Records, being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the east line of said called 18.334 acre tract (Tract IV) and along the west right-of-way line of said School Road, 974.84 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, and being the southeast corner of the herein described tract;

THENCE, South 87°32'17" West, 183.90 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 02°27'43" East, 41.98 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°32'17" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°48'00" West, 569.09 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 77°12'01" West, 37.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 16°17'58" West, 182.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a westerly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing North 73°31'15" West, 2.07 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 06°49'15" West, 46.06 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

Chesmar Homes, LLC
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey
Abstract No. 632

THENCE, North 83°20'05" West, 132.59 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 87°04'13" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a northerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing North 05°09'50" East, 17.93 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 82°36'08" West, 153.73 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°33'48" West, 15.22 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along west line of said called 61.013 acre tract, 752.10 feet to the **POINT OF BEGINNING, CONTAINING** 18.02 acres (784,734 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
Texas Board of Professional Engineers &
Land Surveyors Firm Reg. No. 10194692

James Augustine Ladwig
Acting By/Through J. Augustine Ladwig
Registered Professional Land Surveyor
No. 6835
gladwig@elevationlandsolutions.com
03/06/2023



Page 3 of 3

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\Wood Leaf Reserve Section 2 m&b\042-00
18.02 acres Wood Leaf Reserve Section 2 m&b.doc

EXHIBIT L-4 - IMPROVEMENT AREA #3 BOUNDARY DESCRIPTION

A METES & BOUNDS description of a certain 40.6455 acre (1,770,516 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 40.6455 acre (1,770,516 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

COMMENCING at a 3/4-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, and being on the east line of Restricted Reserve "A" of Wal-Mart-Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records;

THENCE, South 02°26'12" East, along the west line of said called 61.013 acre tract, 752.10 feet to a 3/4-inch iron rod (with cap) found, being the POINT OF BEGINNING and the northwest corner of the herein described tract, and being on the west line of said called 61.013 acre tract;

THENCE, North 87°33'48" East, 15.22 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 82°36'08" East, 153.73 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in a southerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing South 05°09'50" West, 17.93 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 87°04'13" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 83°20'05" East, 132.59 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 06°49'15" East, 46.06 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in an easterly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing South 73°31'15" East, 2.07 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 16°17'58" East, 182.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 77°12'01" East, 37.28 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°48'00" East, 569.09 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°32'17" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 02°27'43" West, 41.98 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°32'17" East, 183.90 feet to a 3/4-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the west right-of-way line of said School Road, 357.25 feet to a 1/2-inch iron rod found, being an interior corner of said called 61.013 acre tract;

THENCE, North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found, being an interior corner of Reserve "D" of Cherry Pines Section 3 according to the plat thereof recorded in Film Code No. 694782, Harris County Map Records, and being an exterior corner of said called 61.013 acre tract;

THENCE, South 02°27'41" East, 1,555.47 feet to a 5/8-inch iron rod found, being the southeast corner of said called 61.013 acre tract, being the southwest corner of said Reserve "D" of said Cherry Pines Section 3, being on the north right-of-way line of Holderrieth Road (based on variable width right-of-way); and being the southeast corner of the herein described tract;

THENCE, South 87°39'37" West, along the north right-of-way line of said Holderrieth Road and the south line of said called 61.013 acre tract, 273.53 feet to the southeast corner of a called 0.8357 acre tract (Tract I) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, and being the most southerly southwest corner of the herein described tract, from which a 5/8-inch iron rod (with cap) found bears South 03°37' East, 0.7 feet;

THENCE, North 03°36'41" West, 645.74 feet to the northeast corner of a called 0.6462 acre tract (Tract II) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, being an interior corner of said called 61.013 acre tract, from which a 1-inch iron pipe found bears North 22°52' West, 1.1 feet;

THENCE, South 87°37'15" West, 675.32 feet to a 3/8-inch iron rod found, being an exterior corner of said called 61.013 acre tract, being the northwest corner of a called 10 acre tract conveyed to Walter John Rumfolo and Lucille Rumfolo by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, and being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., a Texas limited partnership, by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract and being an interior corner of said called 61.013 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet to a 3/4-inch iron rod (with cap) found, being the most northerly southwest corner of said called 61.013 acre tract, being on the east line of a called 1.3488 acre tract conveyed to David Neel and Marlon R. Davis by deed recorded in Clerk's File No. RP-2017-407632 Harris County Official Public Records of Real Property, and being the most northerly southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along the west line of said called 61.013 acre tract, 537.25 feet to the POINT OF BEGINNING, CONTAINING 40.6455 acres (1,770,516 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

EXHIBIT M-1 – IMPROVEMENT AREA #1 FINAL PLAT

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
2025 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

85

EXHIBIT M-2 – IMPROVEMENT AREA #2 FINAL PLAT

[illegible]

STATE OF TEXAS §
COUNTY OF HARRIS §

WE, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING BY AND THROUGH DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, OWNER IN THIS SECTION AFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 18.02 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SEC 2, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LEGAL DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY END OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNDISTRICTED AERIAL EASEMENT FIVE (5) FEET IN WIDTH FROM A PLANE TWENTY (20) FEET ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL DRAINS, DITCHES, GULLIES, RAVINES, DITCHES, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED AND DEPICTED UPON IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, DURING THE CITY OF TOMBALL, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, DRAIN, CREEK, OR NATURAL DRAINAGEWAY SHALL BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF TREES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ANYTHING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER HEREUNTO AUTHORIZED, AND ITS COMMON SEAL HEREUNTO AFFIXED
THIS ____ DAY OF _____, 2023.

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____
DONALD P. KLEIN
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD P. KLEIN, CHIEF EXECUTIVE OFFICER, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ Day of _____, 2023.

SIGNED: _____

PRINTED: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

I, PAUL R. BRETHERTON, AM AUTHORIZED (OR REGISTERED) UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE QUARTERS (3/4) OF AN INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

PAUL R. BRETHERTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 38177

I, TENESHA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2023 AT ____ O'CLOCK ____M., AND AT FILM CODE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN

TENESHA HUDSPETH
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY: _____
DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WOOD LEAF RESERVE SEC 2, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS ____ DAY OF _____, 2023.

BARBARA TAGUE
CHAIRMAN

SIGNATURE OF THE
VICE CHAIRMAN

PRINTED NAME


**WOOD LEAF RESERVE
SEC 2**

A SUBDIVISION OF 18.02 ACRES OF LAND
OUT OF THE CLAUDE N. PILLOT SURVEY, A-632
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

81 LOTS 6 RESERVES 4 BLOCKS

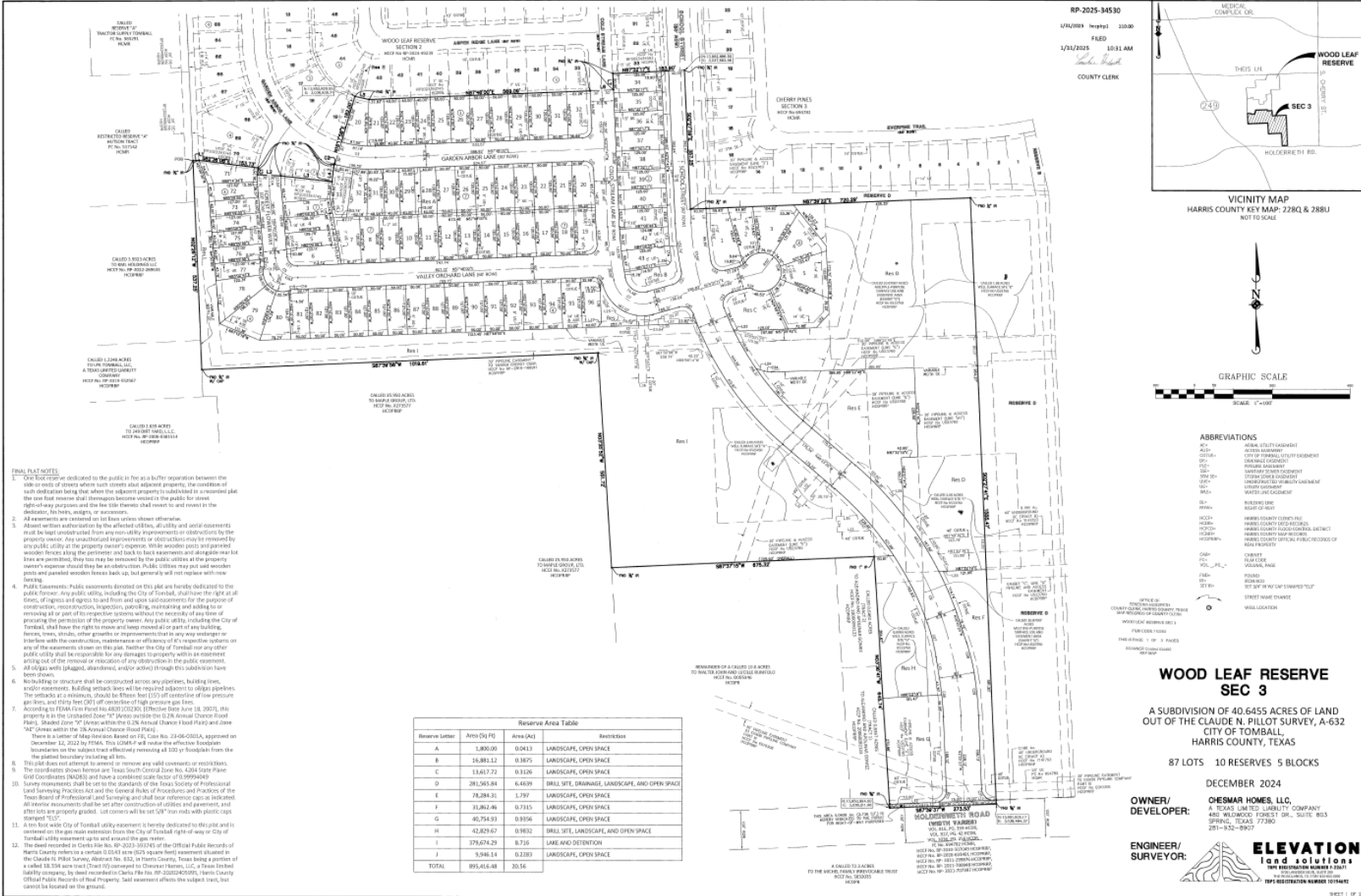
MARCH 2023

OWNER/
DEVELOPER: CHESMAR HOMES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
480 MIDWOOD FOREST DR., SUITE 803
SPRING, TEXAS 77380
281-932-8907

ENGINEER/
SURVEYOR:  **ELEVATION**
Iord solutions
TAPES REGISTRATION NUMBER 1016482
TAPES REGISTRATION NUMBER 1016482

SHEET 2 OF 2

EXHIBIT M-3 - IMPROVEMENT AREA #3 FINAL PLAT



COUNTY OF HARRIS 9

A METERS & BOUNDS description of certain lots, 68,655 sq. ft. (170,936 square feet) tract of land located in the County of Harris, Alabama, as follows:

THENCE, North 02°20' East, along the N.E. corner of 68,655 sq. ft. (170,936 square feet) tract of land owned by the County of Harris, Alabama, being a portion of a called 1.13 acre tract [tract #] conveyed to Ochsner Homes, LLC, a Texas limited liability company, by deed recorded in Deeds File No. 19-2020-05999, Harris County Official Public Records of said Property, being a portion of the remainder of a called 61,013 acre tract conveyed by deed recorded in Deeds File No. 19-2020-07771, Harris County Official Public Records of said Property, and being a portion of the remainder of a called 18,334 acre tract [Tract IV], conveyed to Ochsner Homes, LLC, a Texas limited liability company, by deed recorded in Deeds File No. 19-2020-05999, Harris County Official Public Records of said Property, adding 68,655 acres (170,936 square feet) tract of land bounded by survey lines having bearings and distances taken from the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment;

COMMENCING at a 3/4-inch iron rod (with cap) found, being the southwest corner of Restricted Area "A," shown on a plat titled "Plat of Survey for the 170,936 Square Feet Tract in Film Code No. 694606, Harris County Map Records," bearing on the west line of called 61,013 acre tract, and continuing thence North 02°20' East, parallel to the northeast boundary of the same tract, to the point hereinafter described in Film Code No. 591114, Harris County Maps;

THENCE, South 02°26' East, along the west line of said called 61,013 acre tract, 75210 feet to a 3/4-inch iron rod (with cap) found, being the POINT OF BEGINNING and the northern corner of said lands described hereinabove;

THENCE, North E73°34' East, 15.22 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South S2°30'W East, 153.73 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in a southerly direction, with a radius of 230,000 feet, or until the arc length is 17.94 feet, and a chord bearing S23°00' West, 17.93 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South E73°13' East, 60.99 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South E27°30' East, 125.99 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 06°49' W East, 46.06 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 333,015 feet, or until the arc length is 2.07 feet, and a chord bearing S37°00' West, 2.07 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North E87°58' East, 182.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 17°25' East, 37.28 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North E73°20' East, 66.09 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North E87°32' East, 98.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, north E27°14' West, 48.18 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 67°27' East, 18.93 feet to a 3/4-inch iron rod (with cap) found, being on the east line of said called 18,334 acre tract [Tract IV], being on the east right-of-way line of Edgewater Road (except on a width of 40-feet) measured in Film Code No. 694782, Harris County Maps.

[illegible]

FURTHER OWNERS BE DEDICATED AND BY THESE PRESENTS DO DEDICATE, TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE, FOREVER UNDERGOED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'-6") FOR TEN FEET (10'-0") PERMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'-6") FOR FOURTEEN FEET (14'-0") PERMETER GROUND EASEMENTS AND FIVE FEET, SIX INCHES (5'-6") FOR SIX FEET (6'-0") PERMETER GROUND EASEMENTS. THE EASEMENTS SHALL BE LOCATED ON THE ABOVE GROUND LEVEL, UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENT THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.S. AND A.E.) AS INDICATED AND DEPICTED HEREON WHEREBY THE AERIAL EASEMENTS TOTALS TWENTY-ONE, SIX INCHES (21'-6") IN WIDTH.

FURTHER OWNERS HAVE DECEASED AND BY THESE PRESENTS DO DEEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNDESTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'-0") FOR TEN FEET (10'-0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'-0") FOR FOURTEEN FEET (14'-0") BACK-TO-BACK GROUND EASEMENTS, OR SIX FEET (6'-0") FOR SIX FEET (6'-0") BACK-TO-BACK GROUND EASEMENTS, PLUS AN ADDITIONAL SIXTEEN (16'-0") ABOVE GROUND LEVEL, UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENTS TOTAL THIRTY FEET (30'-0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL BAYOUS, CREEKS, DALLIES, RAINVIES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSES LOCATED AND OCCUPYING IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF TOWASSAL, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, DINNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, CULLY, CREEK, OR NATURAL DRAINAGEWAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, CHESMAR HOMES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DAVID ASSID, ITS NORTH DIVISION PRESIDENT THEREUNTO AUTHORIZED AND ITS COMMON SEAL HEREUNTO AFFIXED
THIS 24th DAY OF July, 2024

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: David Asso
DAVID ASSO
NORTH DIVISION PRESIDENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID ASSE NORTH DIVISION PRESIDENT, CHESMAN HOMES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th Day of July, 2024

100

SIGNED: Jean M. Grimmer
 PRINTED: Jean M. Grimmer
 Notary Public in and for the State of Texas



My Commission expires: 9/21/24

I, PAUL R. BRETHERTON, AM AUTHORIZED (OR REGISTERED) UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SURVEY IS TRUE AND CORRECT AS THE SAME WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR ROSS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE QUARTERS (3/4) OF AN INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

Paul R. Bretherton
PAUL R. BRETHERTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5977



WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN

It is not the responsibility of the trademark owner to inform anyone about the original sign or to inform anyone about the fact that such information is not allowed to be given after marking.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-14-2013 BY 60322
REASON: 25X(1) DCD

BY: 
 DEPUTY ADJUTANT GENERAL

HEREIN AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 28 DAY OF August, 2024.


BARBARA TAGUE
CHAIRMAN

OFFICE OF
TULSITA HOSPITAL
COUNTY CLERK, HARRIS COUNTY, TEXAS

WOOD LEAF FRESHWEIGHT, G/DW

ELM CODE 71154
 THIS IS PAGE 2 OF 3 PAGES
 SCANNED Using PG400
 KEY MAP
WOOD LEAF RESERVE

SEC 3

A SUBDIVISION OF 40.6455 ACRES OF LAND
OUT OF THE CLAUDE N. PILLOT SURVEY, A-632
CITY OF TOMBALL,
HARRIS COUNTY, TEXAS

87 LOTS 9 RESERVES 5 BLOCKS

JULY 2024

**OWNER/
DEVELOPER:** CHESMAR HOMES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
480 WILLOWOOD FOREST DR., SUITE 803

SPRING, TEXAS 77380
281-932-8907

**ENGINEER/
SURVEYOR:**  **ELEVATION**
land solutions
TOPIC REGISTRATION NUMBER 1-205
IS THE LOWEST PRICE WE CAN GET FOR
YOUR INFORMATION. IN 15 MINUTES, YOU CAN
WEIGH YOUR INFORMATION. AND WE CAN
WEIGH YOUR INFORMATION.

Additional data changes were present at the time this copy was made and recorded.

91

APPENDIX A – IMPROVEMENT AREA #3 ENGINEER’S REPORT



**ENGINEERING REPORT
FOR
WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
FOR
CITY OF TOMBALL
HARRIS COUNTY, TEXAS**



03/07/2025

Texas Board of Professional Engineers Registration No. F-22671 | Texas Board of Professional Land Surveying Registration No. 10194692
9709 Lakeside Blvd., Suite 200, The Woodlands, TX 77381 | 832.823.2200 | elevationlandsolutions.com



Table of Contents

Introduction.....	1
Development Costs	1
Development Improvements	1-2
Development Schedule.....	2
Design Stage	2
Construction Stage	2

List of Appendices

- Appendix 1 – Site Location Map
- Appendix 2 – Engineers' Opinion of Probable Cost
- Appendix 3 – Improvement Area Map
- Appendix 4 – Major Improvements Map: Clearing and Grubbing, Channel and Detention Drainage, and Road Improvement's Plan
- Appendix 5 – Improvement Area No. 1 Map: Storm Drainage
- Appendix 6 – Improvement Area No. 1 Map: Sanitary Sewer
- Appendix 7 – Improvement Area No. 1 Map: Water Distribution
- Appendix 8 – Improvement Area No. 1 Map: Gas
- Appendix 9 – Improvement Area No. 1 Map: Paving



Introduction

The Wood Leaf Reserve development is a proposed single-family residential development tract located in the City of Tomball, Texas located approximately 1,750 feet east of State Highway 249 , north of Holderrieth Road and south of Theiss Lane. The development encompasses approximately 95-acre tract of land that allows for construction of up to 291 single-family residential homes. A site location map has been included in **Appendix 1**.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs

The Wood Leaf Sec. 3 Water, Sanitary, Drainage, Gas & Paving project was bid 07/17/2023 and the project cost have been provided as **Appendix 2**.

Development Improvements

Development improvements have been defined as Improvement Areas #1 - #3. Improvement Area #1 consists of Wood Leaf Reserve Section 1. Improvement Area #2 consists of Wood Leaf Reserve Section 2. Improvement Area #3 consists of Wood Leaf Reserve Section 3.

Development Improvements will be designed and constructed in accordance with City of Tomball standards and specifications and will be owned and operated by the City unless otherwise indicated. Development improvements include:

- **Streets**

Major Improvements include median modifications from existing Improvement Area #1 and refresh topcoat of existing gravel road east of Wood Leaf Reserve and west M121 Drainage Channel. Improvement Areas #3 include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Drainage**

Major Improvements include clearing and grubbing, a bypass channel, and detention reinforced concrete piping into existing M121 channel. Improvement Areas # 3 include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.



- **Water**

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Wastewater**

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Gas**

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Development areas and improvements are depicted within **Appendix 3** through **Appendix 7**.

Development Schedule

Design Stage

All Wood Leaf Reserve construction plans have been approved by the City of Tomball

Construction Stage

Detention and Mass Grading for Wood Leaf Reserve Improvement Area #1 is completed. Wood Leaf Reserve Section 1 of Improvement Area #1 has been completed, and home construction has been completed.

Improvement Area #2, Wood Leaf Reserve, Section 2 has been completed, and home construction has started.

Improvement Area #3, Wood Leaf Reserve, Section 3 has been completed, and home construction to begin 2025.

APPENDIX



APPENDIX 1 SITE LOCATION MAP



APPENDIX 2 ENGINEER'S OPINION OF PROBABLE COST

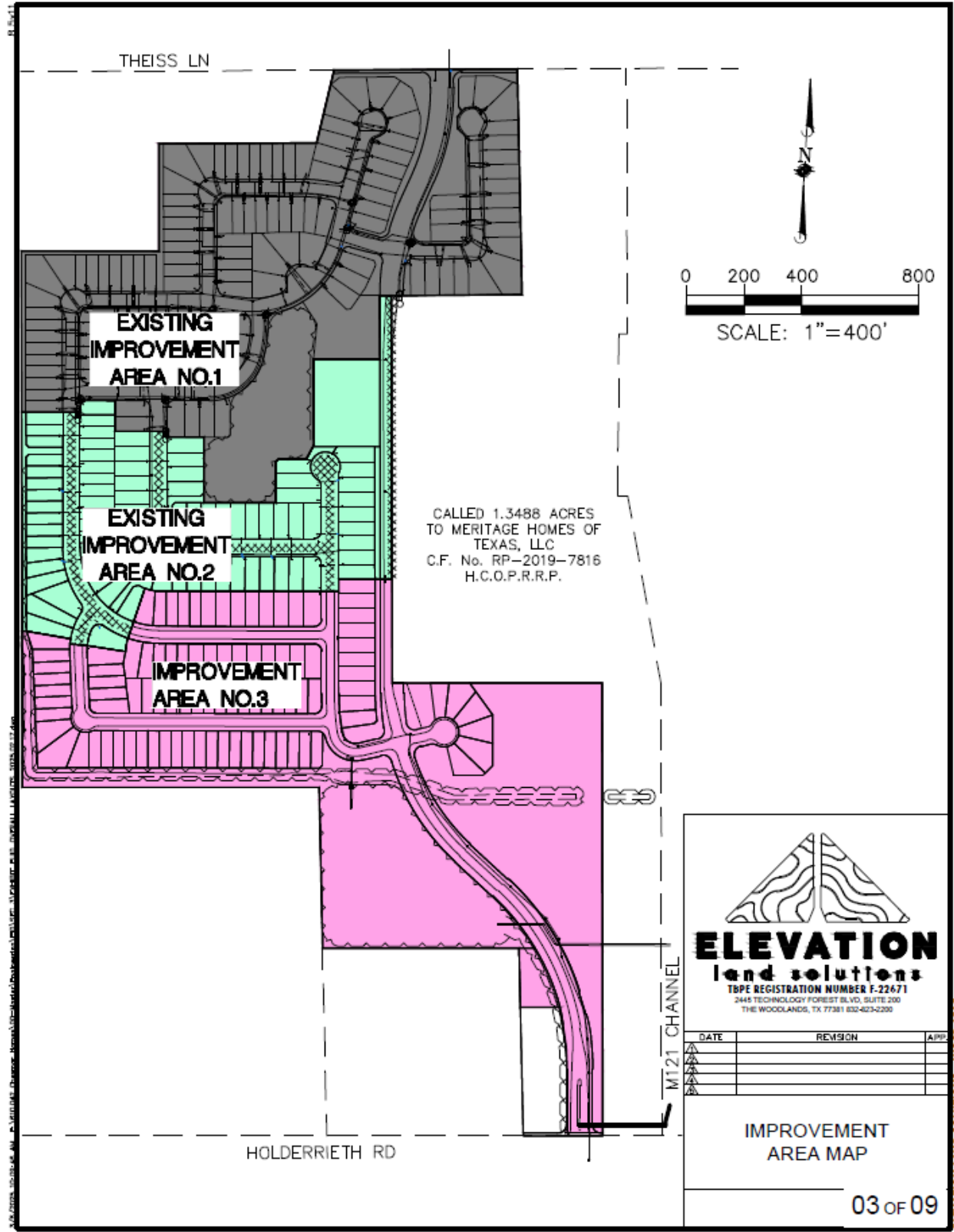
**Wood Leaf Reserve
Projected Project Costs
Service Area 3**



Item	Allocation	
	SA-3	
	87	
	39.08	
	30.46%	
Improvement Area Cost		
Hard Cost		
Clearing and Grubbing and Site Preparation		
Streets		1,940,093
Water		462,031
Wastewater		372,665
Drainage		1,054,588
Excavating Grading and Detention		0
Gas Improvements		208,184
Additional Items (per contract)		
Construction - Improvement Area	\$	4,037,561
Soft Cost		
Detention Impact Fees		
Preliminary Engineering		
Construction Staking		
SWPPP	1.5%	35,388
Geotech & CMT Services	2.0%	33,704
Engineering	15.0%	322,747
Contingencies	10.0%	
Construction Permit		
Drainage Study		
Traffic Impact Analysis		
Project Management Fee	4%	
Developer District Formation Expenses		
Soft Cost - Improvement Area		391,839
Total Cost - Improvement Area	\$	4,429,400
Major Improvements:		
Wastewater Collection System (Off-Site)		83,549
Clearing and Grubbing and Site Preparation		
Offsite Drainage		509,936
Excavation, Grading and Detention		
Construction Cost - Major Improvements		593,485
SWPPP	1.5%	7,667
Geotech & CMT Services	2.0%	5,454
Engineering	15.0%	46,407
Contingencies	10.0%	59,349
Project Management Fee	4%	23,740
Developer District Formation Expenses		30,457
Soft Cost - Major Improvements		173,072
Total - Major Improvements		766,557
GRAND TOTAL - Improvement Area and Major Improvements	\$	5,195,957



APPENDIX 3 IMRPOVEMENT AREA MAP



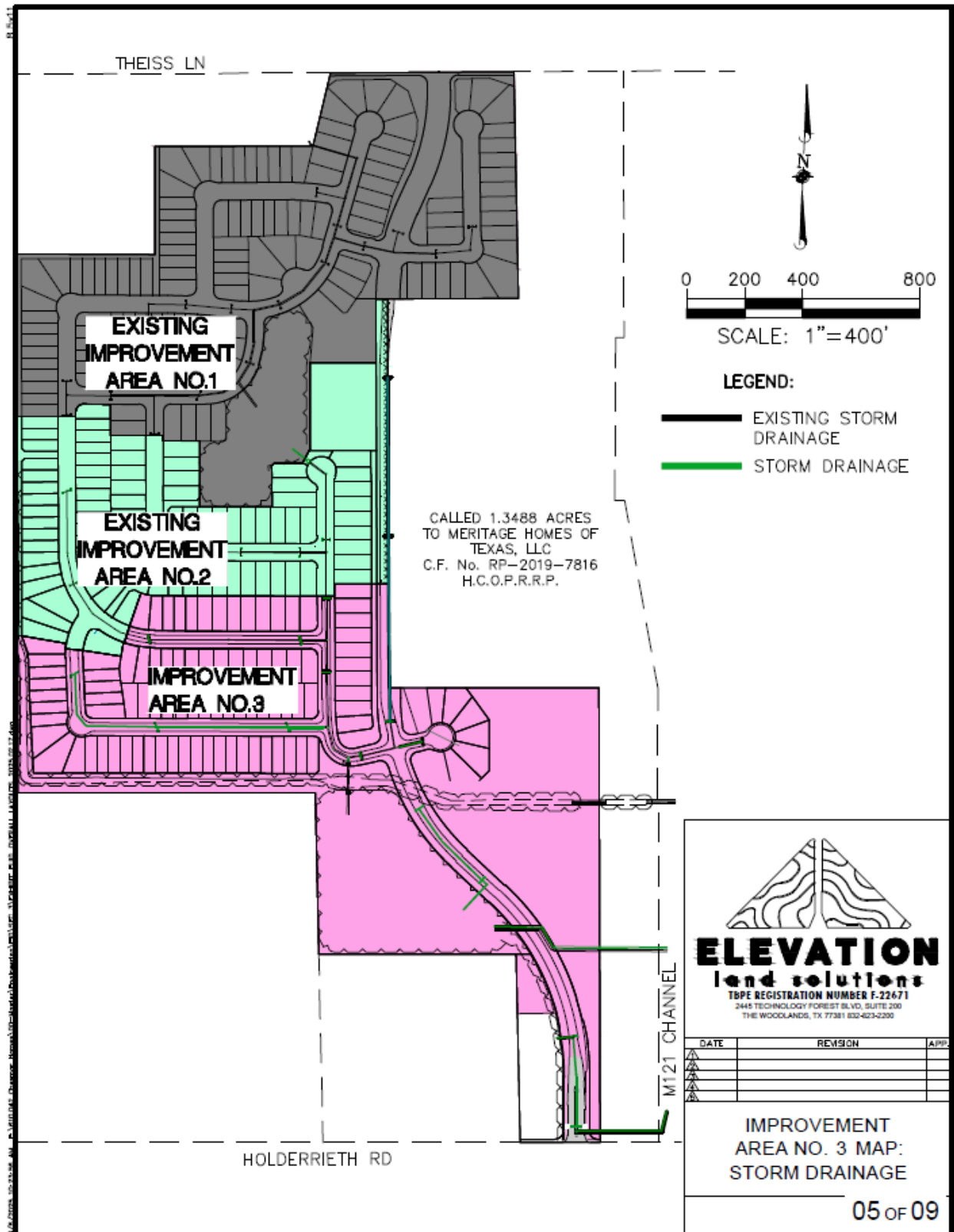
ELEVATION LAND SOLUTIONS - WOOD LEAF



APPENDIX 4
MAJOR IMPROVEMENT AREA MAP: CLEARING AND GRUBBING, CHANNEL
AND DETENTION DRAINAGE, AND ROAD IMPROVEMENTS PLAN

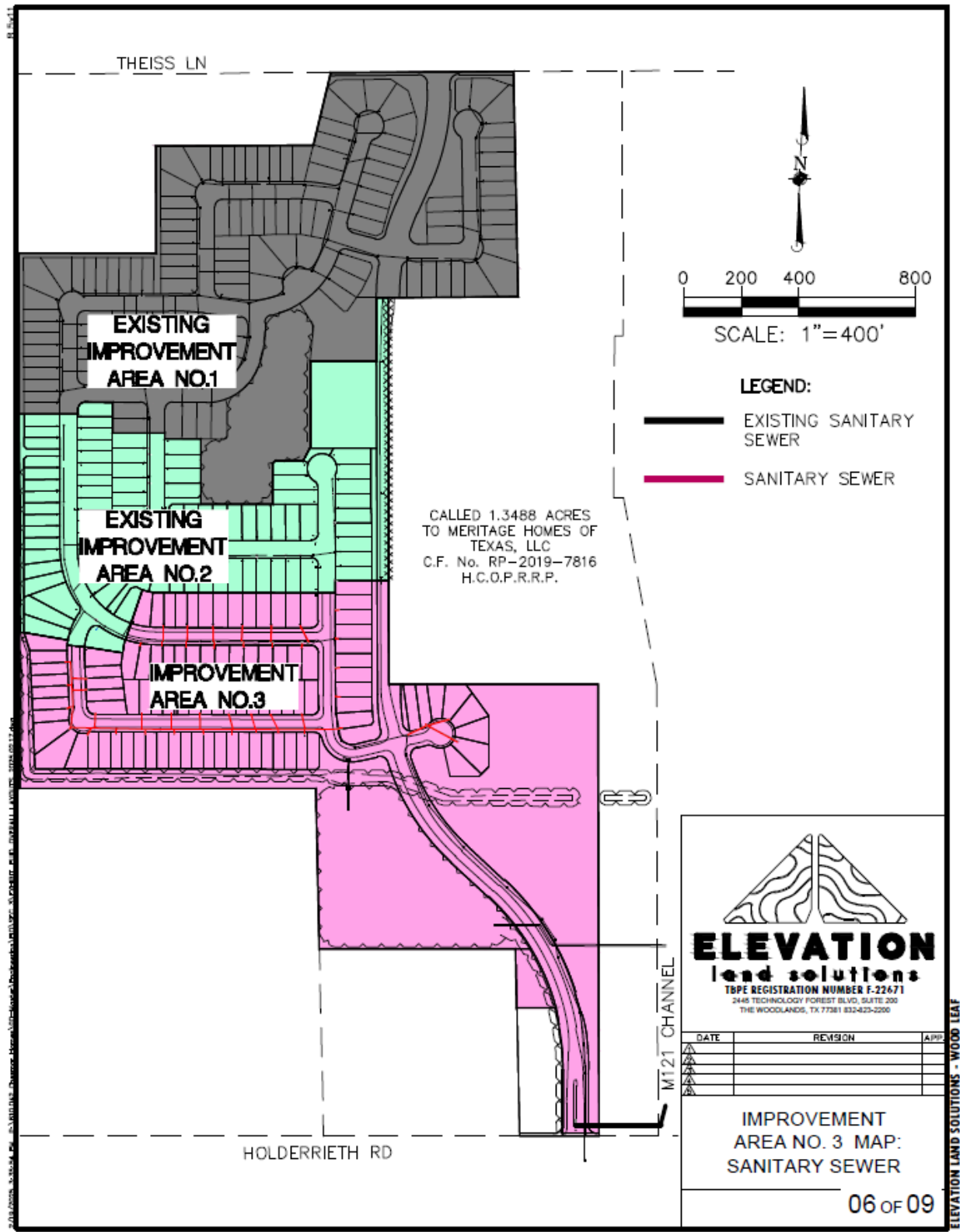


APPENDIX 5
IMPROVEMENT AREA NO. 3 MAP: STORM DRAINAGE



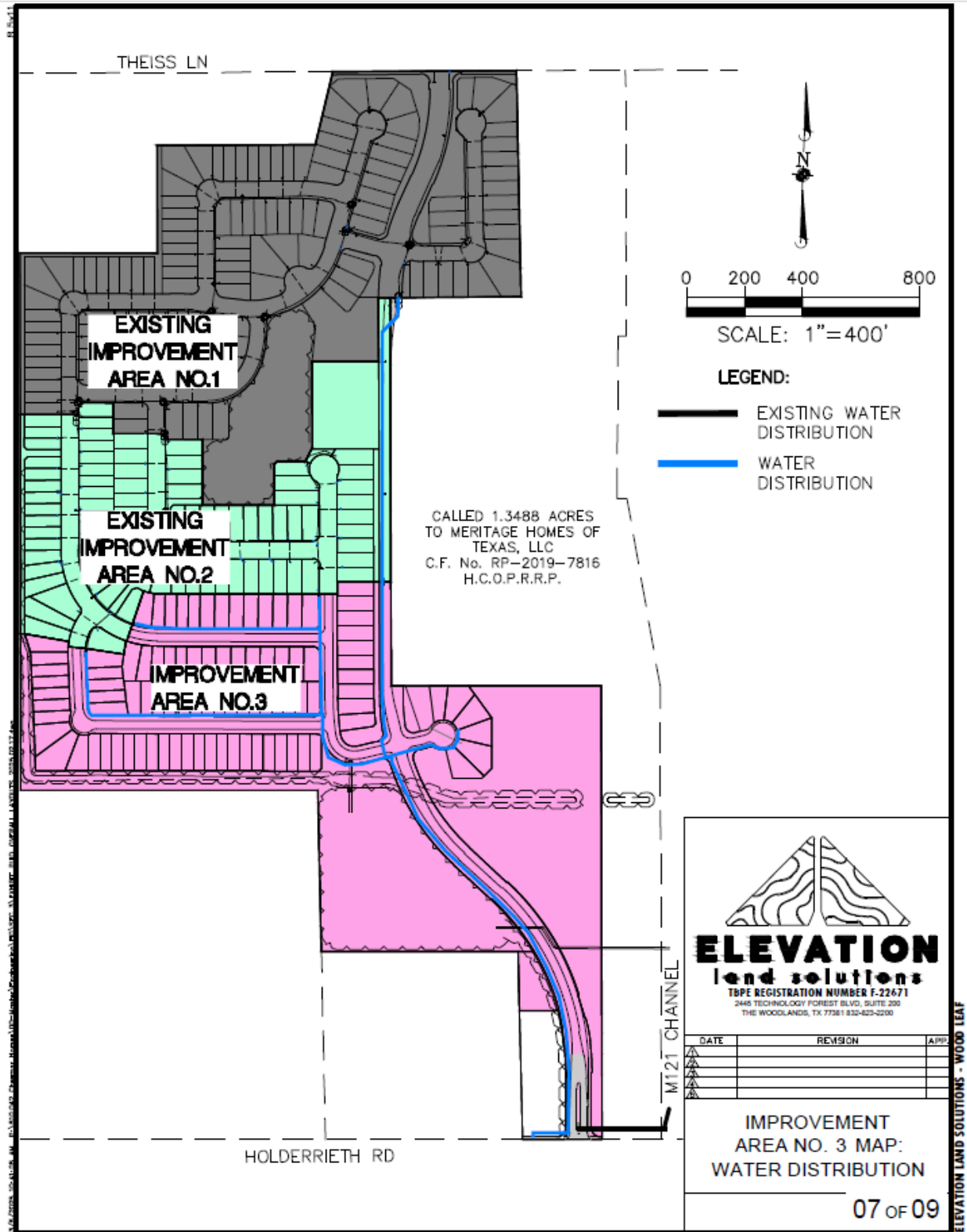


APPENDIX 6
IMPROVEMENT AREA NO. 3 MAP: SANITARY SEWER



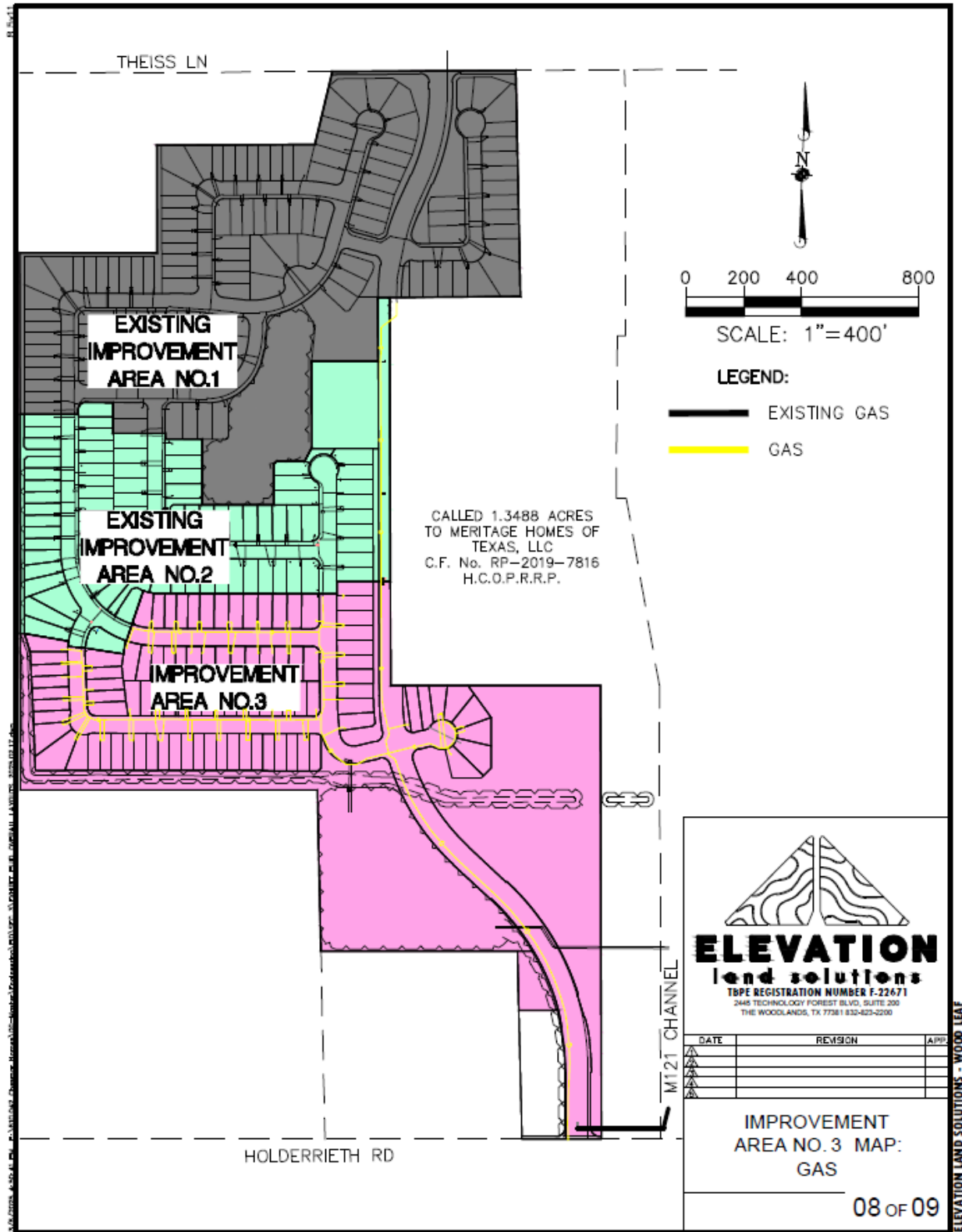


APPENDIX 7
IMPROVEMENT AREA NO. 3 MAP: WATER DISTRIBUTION



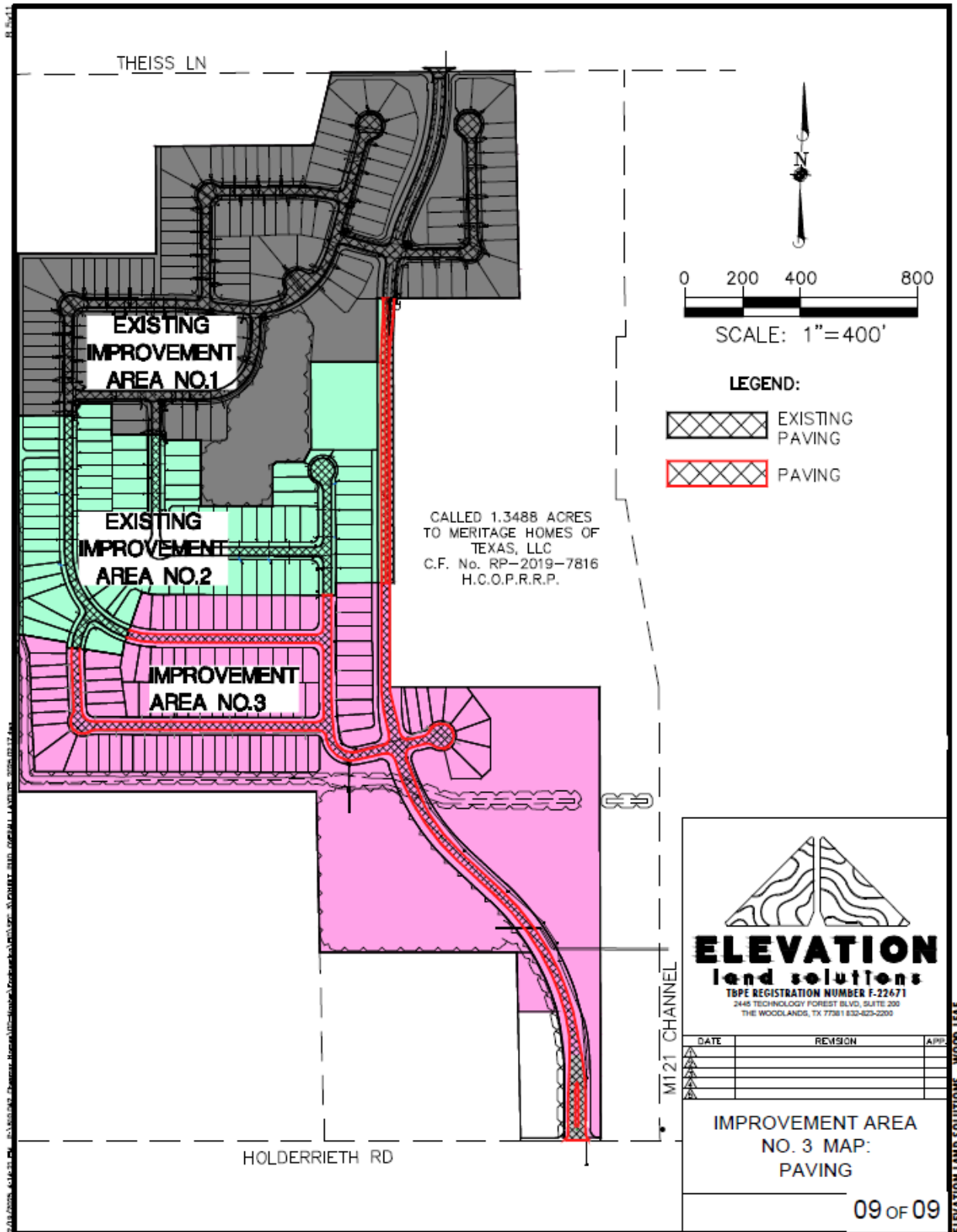


APPENDIX 8
IMPROVEMENT AREA NO. 3 MAP: GAS





APPENDIX 9 IMPROVEMENT AREA NO. 3 MAP: PAVING



APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- Improvement Area #1
 - Lot Type 1
 - Lot Type 2
- Improvement Area #2
 - Lot Type 3
 - Lot Type 4
- Improvement Area #3
 - Lot Type 5
 - Lot Type 6
 - Initial Parcel

<p>WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA</p> <p>#1 - BUYER DISCLOSURE LOT TYPE 1</p>

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$32,114.77

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Lot Type 1 - Improvement Area #1 2022 Bonds						
Installment Due January 31,	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs ^[c]	Total Installment ^[d]	
2026	\$ 585.02	\$ 1,847.34	\$ 160.57	\$ 319.20	\$ 2,912.13	
2027	608.12	1,819.55	157.65	325.58	2,910.90	
2028	631.21	1,790.67	154.61	332.09	2,908.58	
2029	662.00	1,758.32	151.45	338.73	2,910.50	
2030	692.79	1,724.39	148.14	345.51	2,910.83	
2031	723.58	1,688.88	144.68	352.42	2,909.56	
2032	754.37	1,651.80	141.06	359.47	2,906.70	
2033	785.16	1,613.14	137.29	366.66	2,902.25	
2034	831.35	1,567.01	133.36	373.99	2,905.71	
2035	877.54	1,518.17	129.21	381.47	2,906.38	
2036	923.72	1,466.61	124.82	389.10	2,904.25	
2037	969.91	1,412.34	120.20	396.88	2,899.33	
2038	1,023.79	1,355.36	115.35	404.82	2,899.32	
2039	1,077.68	1,295.21	110.23	412.91	2,896.04	
2040	1,139.26	1,231.90	104.84	421.17	2,897.17	
2041	1,200.84	1,164.97	99.15	429.60	2,894.55	
2042	1,270.12	1,094.42	93.14	438.19	2,895.87	
2043	1,339.40	1,019.80	86.79	446.95	2,892.94	
2044	1,408.68	941.11	80.09	455.89	2,885.77	
2045	1,493.35	858.35	73.05	465.01	2,889.76	
2046	1,578.03	770.62	65.58	474.31	2,888.54	
2047	1,662.70	677.91	57.69	483.80	2,882.10	
2048	1,762.77	580.22	49.38	493.47	2,885.85	
2049	1,862.84	476.66	40.57	503.34	2,883.41	
2050	1,970.61	367.22	31.25	513.41	2,882.49	
2051	2,078.38	251.45	21.40	523.68	2,874.90	
2052	2,201.54	129.34	11.01	534.15	2,876.04	
Total	\$ 32,114.77	\$ 32,072.75	\$ 2,742.57	\$ 11,281.79	\$ 78,211.87	

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA
#1 - BUYER DISCLOSURE LOT TYPE 2**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,007.46

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Lot Type 2 - Improvement Area #1 2022 Bonds						
Installment Due January 31,	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs ^[c]	Total Installment ^[d]	
2026	\$ 655.94	\$ 2,071.26	\$ 180.04	\$ 357.89	\$	3,265.12
2027	681.83	2,040.10	176.76	365.04		3,263.73
2028	707.72	2,007.72	173.35	372.35		3,261.13
2029	742.24	1,971.45	169.81	379.79		3,263.29
2030	776.77	1,933.41	166.10	387.39		3,263.66
2031	811.29	1,893.60	162.21	395.14		3,262.24
2032	845.81	1,852.02	158.16	403.04		3,259.03
2033	880.34	1,808.67	153.93	411.10		3,254.03
2034	932.12	1,756.95	149.53	419.32		3,257.92
2035	983.90	1,702.19	144.87	427.71		3,258.67
2036	1,035.69	1,644.38	139.95	436.26		3,256.28
2037	1,087.47	1,583.54	134.77	444.99		3,250.77
2038	1,147.89	1,519.65	129.33	453.89		3,250.76
2039	1,208.30	1,452.21	123.59	462.97		3,247.07
2040	1,277.35	1,381.22	117.55	472.22		3,248.35
2041	1,346.40	1,306.18	111.16	481.67		3,245.41
2042	1,424.07	1,227.08	104.43	491.30		3,246.88
2043	1,501.75	1,143.41	97.31	501.13		3,243.60
2044	1,579.43	1,055.18	89.80	511.15		3,235.56
2045	1,674.36	962.39	81.91	521.37		3,240.04
2046	1,769.30	864.02	73.53	531.80		3,238.66
2047	1,864.24	760.08	64.69	542.44		3,231.44
2048	1,976.44	650.55	55.37	553.29		3,235.65
2049	2,088.64	534.44	45.48	564.35		3,232.91
2050	2,209.47	411.73	35.04	575.64		3,231.88
2051	2,330.30	281.92	23.99	587.15		3,223.37
2052	2,468.39	145.02	12.34	598.89		3,224.65
Total	\$ 36,007.46	\$ 35,960.35	\$ 3,075.00	\$ 12,649.28	\$	87,692.10

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#2 - BUYER DISCLOSURE LOT TYPE 3**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$34,538.48

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Lot Type 3 - Improvement Area #2 2024 Bonds					
Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 595.29	\$ 1,943.21	\$ 169.83	\$ 391.75	\$ 3,100.09
2027	618.63	1,910.47	166.86	399.59	3,095.55
2028	641.98	1,876.45	163.76	407.58	3,089.77
2029	677.00	1,841.14	160.55	415.73	3,094.42
2030	700.34	1,803.90	157.17	424.05	3,085.46
2031	735.36	1,765.38	153.67	432.53	3,086.93
2032	770.37	1,724.94	149.99	441.18	3,086.48
2033	793.72	1,682.57	146.14	450.00	3,072.43
2034	828.74	1,638.91	142.17	459.00	3,068.82
2035	875.43	1,593.33	138.03	468.18	3,074.97
2036	910.44	1,545.19	133.65	477.54	3,066.82
2037	945.46	1,495.11	129.10	487.09	3,056.76
2038	992.15	1,443.11	124.37	496.84	3,056.47
2039	1,038.84	1,388.54	119.41	506.77	3,053.56
2040	1,085.53	1,331.41	114.21	516.91	3,048.06
2041	1,143.89	1,271.70	108.79	527.25	3,051.63
2042	1,190.58	1,208.79	103.07	537.79	3,040.23
2043	1,248.94	1,143.31	97.11	548.55	3,037.91
2044	1,307.30	1,074.61	90.87	559.52	3,032.31
2045	1,377.34	1,002.71	84.33	570.71	3,035.09
2046	1,447.37	923.52	77.45	582.12	3,030.46
2047	1,517.41	840.29	70.21	593.77	3,021.67
2048	1,599.11	753.04	62.62	605.64	3,020.42
2049	1,680.82	661.09	54.63	617.75	3,014.29
2050	1,762.52	564.45	46.22	630.11	3,003.30
2051	1,855.90	463.10	37.41	642.71	2,999.12
2052	1,960.95	356.39	28.13	655.57	3,001.04
2053	2,066.01	243.63	18.33	668.68	2,996.64
2054	2,171.06	124.84	8.00	682.05	2,985.94
Total	\$ 34,538.48	\$ 35,615.13	\$ 3,056.05	\$ 15,196.94	\$ 88,406.60

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#2 - BUYER DISCLOSURE LOT TYPE 4**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$38,046.81

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Lot Type 4 - Improvement Area #2 2024 Bonds						
Installments Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 655.76	\$ 2,140.60	\$ -	\$ 187.08	\$ 431.55	\$ 3,414.99
2027	681.47	2,104.53	-	183.81	440.18	3,409.99
2028	707.19	2,067.05	-	180.40	448.98	3,403.62
2029	745.76	2,028.16	-	176.86	457.96	3,408.74
2030	771.48	1,987.14	-	173.13	467.12	3,398.87
2031	810.05	1,944.71	-	169.28	476.46	3,400.50
2032	848.63	1,900.15	-	165.23	485.99	3,400.00
2033	874.34	1,853.48	-	160.98	495.71	3,384.52
2034	912.92	1,805.39	-	156.61	505.62	3,380.54
2035	964.35	1,755.18	-	152.05	515.74	3,387.31
2036	1,002.92	1,702.14	-	147.22	526.05	3,378.34
2037	1,041.50	1,646.98	-	142.21	536.57	3,367.26
2038	1,092.93	1,589.70	-	137.00	547.30	3,366.93
2039	1,144.36	1,529.59	-	131.54	558.25	3,363.74
2040	1,195.79	1,466.65	-	125.82	569.41	3,357.67
2041	1,260.08	1,400.88	-	119.84	580.80	3,361.60
2042	1,311.52	1,331.57	-	113.54	592.42	3,349.05
2043	1,375.81	1,259.44	-	106.98	604.27	3,346.49
2044	1,440.10	1,183.77	-	100.10	616.35	3,340.32
2045	1,517.24	1,104.57	-	92.90	628.68	3,343.39
2046	1,594.39	1,017.32	-	85.31	641.25	3,338.28
2047	1,671.54	925.65	-	77.34	654.08	3,328.61
2048	1,761.55	829.53	-	68.98	667.16	3,327.22
2049	1,851.55	728.24	-	60.18	680.50	3,320.48
2050	1,941.56	621.78	-	50.92	694.11	3,308.37
2051	2,044.42	510.14	-	41.21	708.00	3,303.77
2052	2,160.14	392.59	-	30.99	722.16	3,305.87
2053	2,275.87	268.38	-	20.19	736.60	3,301.03
2054	2,391.59	137.52	-	8.81	751.33	3,289.24
Total	\$ 38,046.81	\$ 39,232.83	\$ -	\$ 3,366.48	\$ 16,740.61	\$ 97,386.74

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#3 - BUYER DISCLOSURE LOT TYPE 5**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$36,466.42

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Lot Type 5 - Improvement Area #3					
Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 583.72	\$ 2,103.77	\$ 182.33	\$ 541.46	\$ 3,411.28
2027	615.56	2,071.67	179.41	552.29	3,418.92
2028	636.78	2,037.81	176.34	563.33	3,414.26
2029	668.62	2,002.79	173.15	574.60	3,419.16
2030	689.85	1,966.01	169.81	586.09	3,411.76
2031	721.69	1,928.07	166.36	597.81	3,413.93
2032	753.53	1,888.38	162.75	609.77	3,414.42
2033	785.37	1,846.93	158.98	621.96	3,413.25
2034	817.20	1,803.74	155.06	634.40	3,410.40
2035	859.66	1,758.79	150.97	647.09	3,416.51
2036	891.50	1,711.51	146.67	660.03	3,409.71
2037	933.95	1,662.48	142.21	673.23	3,411.88
2038	976.40	1,611.11	137.55	686.70	3,411.76
2039	1,018.85	1,557.41	132.66	700.43	3,409.36
2040	1,071.92	1,501.37	127.57	714.44	3,415.30
2041	1,124.98	1,442.42	122.21	728.73	3,418.34
2042	1,178.05	1,380.54	116.58	743.30	3,418.48
2043	1,231.11	1,315.75	110.69	758.17	3,415.73
2044	1,284.18	1,248.04	104.54	773.33	3,410.09
2045	1,347.86	1,177.41	98.12	788.80	3,412.18
2046	1,422.15	1,096.54	91.38	804.58	3,414.64
2047	1,496.44	1,011.21	84.27	820.67	3,412.58
2048	1,581.34	921.42	76.79	837.08	3,416.63
2049	1,666.25	826.54	68.88	853.82	3,415.49
2050	1,751.15	726.57	60.55	870.90	3,409.17
2051	1,857.28	621.50	51.79	888.32	3,418.89
2052	1,952.80	510.06	42.51	906.08	3,411.45
2053	2,069.54	392.89	32.74	924.20	3,419.38
2054	2,175.67	268.72	22.39	942.69	3,409.48
2055	2,303.03	138.18	11.52	961.54	3,414.27
Total	\$ 36,466.42	\$ 40,529.67	\$ 3,456.77	\$ 21,965.84	\$ 102,418.70

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#3 - BUYER DISCLOSURE LOT TYPE 6**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$40,784.81

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 6

Lot Type 6 - Improvement Area #3					
Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	652.84	2,352.90	203.92	605.58	3,815.24
2027	688.45	2,316.99	200.66	617.69	3,823.79
2028	712.19	2,279.13	197.22	630.04	3,818.58
2029	747.80	2,239.96	193.66	642.64	3,824.06
2030	771.54	2,198.83	189.92	655.49	3,815.78
2031	807.15	2,156.40	186.06	668.60	3,818.21
2032	842.76	2,112.00	182.02	681.98	3,818.76
2033	878.37	2,065.65	177.81	695.62	3,817.45
2034	913.98	2,017.34	173.42	709.53	3,814.27
2035	961.46	1,967.07	168.85	723.72	3,821.10
2036	997.07	1,914.19	164.04	738.19	3,813.49
2037	1,044.55	1,859.35	159.06	752.96	3,815.91
2038	1,092.03	1,801.90	153.83	768.02	3,815.78
2039	1,139.51	1,741.84	148.37	783.38	3,813.10
2040	1,198.85	1,679.17	142.68	799.04	3,819.74
2041	1,258.20	1,613.23	136.68	815.03	3,823.14
2042	1,317.55	1,544.03	130.39	831.33	3,823.30
2043	1,376.90	1,471.56	123.80	847.95	3,820.22
2044	1,436.25	1,395.84	116.92	864.91	3,813.92
2045	1,507.47	1,316.84	109.74	882.21	3,816.26
2046	1,590.56	1,226.39	102.20	899.85	3,819.01
2047	1,673.65	1,130.96	94.25	917.85	3,816.71
2048	1,768.61	1,030.54	85.88	936.21	3,821.23
2049	1,863.57	924.42	77.04	954.93	3,819.96
2050	1,958.53	812.61	67.72	974.03	3,812.88
2051	2,077.22	695.10	57.92	993.51	3,823.76
2052	2,184.05	570.47	47.54	1,013.38	3,815.44
2053	2,314.62	439.42	36.62	1,033.65	3,824.31
2054	2,433.32	300.54	25.05	1,054.32	3,813.23
2055	2,575.76	154.55	12.88	1,075.41	3,818.59
Total	\$ 40,784.81	\$ 45,329.24	\$ 3,866.13	\$ 24,567.06	\$ 114,547.23

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA
#3 - BUYER DISCLOSURE INITIAL PARCEL**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: \$3,436,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - INITIAL PARCEL

Improvement Area #3 2025 Bonds						
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2026	\$ 55,000.00	\$ 198,225.00	\$ -	\$ 17,180	\$ 51,018.00	\$ 321,423.00
2027	\$ 58,000.00	\$ 195,200.00	\$ -	\$ 16,905	\$ 52,038.36	\$ 322,143.36
2028	\$ 60,000.00	\$ 192,010.00	\$ -	\$ 16,615	\$ 53,079.13	\$ 321,704.13
2029	\$ 63,000.00	\$ 188,710.00	\$ -	\$ 16,315	\$ 54,140.71	\$ 322,165.71
2030	\$ 65,000.00	\$ 185,245.00	\$ -	\$ 16,000	\$ 55,223.52	\$ 321,468.52
2031	\$ 68,000.00	\$ 181,670.00	\$ -	\$ 15,675	\$ 56,327.99	\$ 321,672.99
2032	\$ 71,000.00	\$ 177,930.00	\$ -	\$ 15,335	\$ 57,454.55	\$ 321,719.55
2033	\$ 74,000.00	\$ 174,025.00	\$ -	\$ 14,980	\$ 58,603.65	\$ 321,608.65
2034	\$ 77,000.00	\$ 169,955.00	\$ -	\$ 14,610	\$ 59,775.72	\$ 321,340.72
2035	\$ 81,000.00	\$ 165,720.00	\$ -	\$ 14,225	\$ 60,971.23	\$ 321,916.23
2036	\$ 84,000.00	\$ 161,265.00	\$ -	\$ 13,820	\$ 62,190.66	\$ 321,275.66
2037	\$ 88,000.00	\$ 156,645.00	\$ -	\$ 13,400	\$ 63,434.47	\$ 321,479.47
2038	\$ 92,000.00	\$ 151,805.00	\$ -	\$ 12,960	\$ 64,703.16	\$ 321,468.16
2039	\$ 96,000.00	\$ 146,745.00	\$ -	\$ 12,500	\$ 65,997.22	\$ 321,242.22
2040	\$ 101,000.00	\$ 141,465.00	\$ -	\$ 12,020	\$ 67,317.17	\$ 321,802.17
2041	\$ 106,000.00	\$ 135,910.00	\$ -	\$ 11,515	\$ 68,663.51	\$ 322,088.51
2042	\$ 111,000.00	\$ 130,080.00	\$ -	\$ 10,985	\$ 70,036.78	\$ 322,101.78
2043	\$ 116,000.00	\$ 123,975.00	\$ -	\$ 10,430	\$ 71,437.52	\$ 321,842.52
2044	\$ 121,000.00	\$ 117,595.00	\$ -	\$ 9,850	\$ 72,866.27	\$ 321,311.27
2045	\$ 127,000.00	\$ 110,940.00	\$ -	\$ 9,245	\$ 74,323.59	\$ 321,508.59
2046	\$ 134,000.00	\$ 103,320.00	\$ -	\$ 8,610	\$ 75,810.06	\$ 321,740.06
2047	\$ 141,000.00	\$ 95,280.00	\$ -	\$ 7,940	\$ 77,326.27	\$ 321,546.27
2048	\$ 149,000.00	\$ 86,820.00	\$ -	\$ 7,235	\$ 78,872.79	\$ 321,927.79
2049	\$ 157,000.00	\$ 77,880.00	\$ -	\$ 6,490	\$ 80,450.25	\$ 321,820.25
2050	\$ 165,000.00	\$ 68,460.00	\$ -	\$ 5,705	\$ 82,059.25	\$ 321,224.25
2051	\$ 175,000.00	\$ 58,560.00	\$ -	\$ 4,880	\$ 83,700.44	\$ 322,140.44
2052	\$ 184,000.00	\$ 48,060.00	\$ -	\$ 4,005	\$ 85,374.45	\$ 321,439.45
2053	\$ 195,000.00	\$ 37,020.00	\$ -	\$ 3,085	\$ 87,081.93	\$ 322,186.93
2054	\$ 205,000.00	\$ 25,320.00	\$ -	\$ 2,110	\$ 88,823.57	\$ 321,253.57
2055	\$ 217,000.00	\$ 13,020.00	\$ -	\$ 1,085	\$ 90,600.04	\$ 321,705.04
Total	\$ 3,436,000.00	\$ 3,818,855.00	\$ (63,321.88)	\$ 325,710	\$ 2,069,702.26	\$ 9,586,945.38

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Adopt On First And Final Reading, Ordinance No. 2025-21, An Ordinance Authorizing The Issuance And Sale Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2025; Levying A Tax And Providing For The Security And Payment Thereof; And Enacting Other Provisions Relating Thereto.

Background:

In the Adopted Fiscal Year 2024-2025 Budget, the need for bond funding was identified for infrastructure improvements. These improvements include critical water and wastewater infrastructure projects. The bond issuance will provide \$30,000,000 in proceeds to use for project expenditures.

On April 21, 2025, City Council approved Resolution No. 2025-16 for the Notice of Intent to Issue Certificates of Obligation, Series 2025. Since then, staff has worked with the City's financial advisor and bond counsel to complete the Preliminary Official Statement, rating agency call, and due diligence call. The pricing will be determined on June 16, 2025 and the delivery of funds will occur in July. Due to the pricing being determined on June 16, a draft ordinance is provided for the agenda packet and a final version will be provided prior to the City Council meeting.

Origination: City Manager's Office

Recommendation:

Adopt Ordinance No. 2025-21 on first and final reading.

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant City Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: Jessica Rogers 6/10/2025 **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2025-21

AUTHORIZING THE
ISSUANCE OF

CITY OF TOMBALL, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2025

Adopted: June 16, 2025

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1.	<u>Definitions</u>	2
Section 1.2.	<u>Findings</u>	4
Section 1.3.	<u>Table of Contents, Titles, and Headings</u>	4
Section 1.4.	<u>Interpretation</u>	4

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1.	<u>Tax Levy</u>	5
Section 2.2.	<u>Debt Service Fund</u>	5
Section 2.3.	<u>Pledge of Revenues</u>	6

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1.	<u>Authorization</u>	6
Section 3.2.	<u>Date, Denomination, Maturities, and Interest</u>	6
Section 3.3.	<u>Medium, Method, and Place of Payment</u>	7
Section 3.4.	<u>Execution and Registration of Certificates</u>	8
Section 3.5.	<u>Ownership</u>	9
Section 3.6.	<u>Registration, Transfer, and Exchange</u>	9
Section 3.7.	<u>Cancellation</u>	10
Section 3.8.	<u>Replacement Certificates</u>	10
Section 3.9.	<u>Book-Entry-Only System</u>	11
Section 3.10.	<u>Successor Securities Depository; Transfer Outside Book-Entry- Only System</u>	12
Section 3.11.	<u>Payments to Cede & Co.</u>	12

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1.	<u>Limitation on Redemption</u>	13
Section 4.2.	<u>Optional Redemption</u>	13
Section 4.3.	<u>Mandatory Sinking Fund Redemption</u>	13
Section 4.4.	<u>Partial Redemption</u>	13
Section 4.5.	<u>Notice of Redemption to Owners</u>	14

Section 4.6.	<u>Payment Upon Redemption.</u>	15
Section 4.7.	<u>Effect of Redemption.</u>	15
Section 4.8.	<u>Lapse of Payment.</u>	15

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1.	<u>Appointment of Initial Paying Agent/Registrar.</u>	16
Section 5.2.	<u>Qualifications.</u>	16
Section 5.3.	<u>Maintaining Paying Agent/Registrar.</u>	16
Section 5.4.	<u>Termination.</u>	17
Section 5.5.	<u>Notice of Change to Owners.</u>	17
Section 5.6.	<u>Agreement to Perform Duties and Functions.</u>	17
Section 5.7.	<u>Delivery of Records to Successor.</u>	17

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	<u>Form Generally.</u>	17
Section 6.2.	<u>Form of the Certificates.</u>	18
Section 6.3.	<u>CUSIP Registration.</u>	24
Section 6.4.	<u>Legal Opinion.</u>	24

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1.	<u>Sale of Certificates.</u>	24
Section 7.2.	<u>Deposit of Proceeds.</u>	24
Section 7.3.	<u>Control and Delivery of Certificates.</u>	25
Section 7.4.	<u>Official Statement.</u>	25

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1.	<u>Payment of the Certificates.</u>	25
Section 8.2.	<u>Other Representations and Covenants.</u>	26
Section 8.3.	<u>Provisions Concerning Federal Income Tax Matters.</u>	26

ARTICLE IX

DISCHARGE

Section 9.1.	<u>Discharge.</u>	27
--------------	-------------------	----

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1.	<u>Annual Reports.</u>	28
Section 10.2.	<u>Event Notices.</u>	28
Section 10.3.	<u>Limitations, Disclaimers and Amendments.</u>	30

ARTICLE XI

MISCELLANEOUS

Section 11.1.	<u>Changes to Ordinance.</u>	31
Section 11.2.	<u>Partial Invalidity.</u>	31
Section 11.3.	<u>Repealer.</u>	31
Section 11.4.	<u>Individuals Not Liable.</u>	32
Section 11.5.	<u>Related Matters.</u>	32
Section 11.6.	<u>Force and Effect.</u>	32

ADOPT ON FIRST AND FINAL READING, ORDINANCE NO. 2025-21, AN
ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF
TOMBALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION, SERIES 2025; LEVYING A TAX AND PROVIDING FOR
THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER
PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Tomball, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, the City Council of the City (the “City Council”) has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, the City Council has found and determined that the projects described in Section 3.1 of this Ordinance constitute “public works” as such term is defined in Section 271.043 (7-a) of the Texas Local Government Code, as amended, and such projects are eligible to be financed through the issuance of certificates of obligation; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$30,180,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on June 16, 2025; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Act” means Subchapter C, Chapter 271, Texas Local Government Code, as amended.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Tomball, Texas.

“City Council” means the City Council of the City.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means July 1, 2025.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2026.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“System” as used in this Ordinance means the City’s water and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

(d) To pay principal and interest on the Certificates coming due prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly, the Act. The Certificates shall be issued in the aggregate principal amount of \$[30,030,000] for (i) the design, construction, and equipment of improvements to the City's water and sewer system, including the south wastewater treatment plant and the east water plant, and (ii) the cost of professional services incurred in connection therewith.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026	\$[_____]	[____]%	2041	\$[_____]	[____]%
2027			2042		
2028			2043		
2029			2044		
2030			2045		
2031			2046		
2032			2047		
2033			2048		
2034			2049		
2035			2050		
2036			2051		
2037			2052		
2038			2053		
2039			2054		
2040			2055		

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment

on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State,

or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the “Initial Certificate”), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Representative registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC’s FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the “Register”) in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

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

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and

consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after February 15, 2035, in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 2034, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) [The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof (or mandatory sinking

fund redemption amount within a maturity with respect to any Term Certificates) to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Certificate called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The Paying Agent/Registrar Agreement is hereby approved in substantially the same form provided, and the Mayor or the Mayor Pro Tem and the City Secretary of the City are hereby authorized and directed to execute and deliver the Paying Agent/Registrar Agreement.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days' written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) The Certificates shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other

similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(c) The Initial Certificate submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND MONTGOMERY

CITY OF TOMBALL, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2025

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>CLOSING DATE:</u>	<u>CUSIP NUMBER:</u>
_____ %	_____, 20__	July 8, 2025	_____

The City of Tomball (the “City”), in the Counties of Harris and Montgomery, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on February 15, 2026.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or such other location designated by the Paying Agent/Registrar (the “Designated

Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated July 1, 2025 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$[30,030,000] (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the costs associated with (i) the design, construction, and equipment of improvements to the City’s water and sewer system, including the south wastewater treatment plant and the east water plant; and (ii) professional services incurred in connection therewith.

The City has reserved the right to redeem the Certificates maturing on and after February 15, 2035, in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 2034, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities (or mandatory sinking fund redemption amount within a maturity with respect to Term Certificates) and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on February 15 of ____] (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus

interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

\$[] Term Certificates Maturing February 15, 20[]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
February 15, 20[]	\$[]
February 15, 20[]	[]
February 15, 20[] (maturity)	[]

\$[] Term Certificates Maturing February 15, 20[]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
February 15, 20[]	\$[]
February 15, 20[]	[]
February 15, 20[] (maturity)	[]

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further,

in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Tomball, Texas

Mayor [Pro Tem] ¹
City of Tomball, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

¹ Delete if the Mayor executes the Initial Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NUMBER _____" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to [_____] (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$[_____] , being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of \$[_____] , consisting of \$[_____] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$[_____] , shall be used for the purposes set forth in Section 3.1 hereof;

(b) Premium received from the sale of the Certificates in the amount of \$[_____] shall be used to pay the costs of issuance; and

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be [(i) used for the purposes described in subsection (a) or (ii)] deposited in the Debt Service Fund.

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code, as amended (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500, but in no case less than \$750).

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest

on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the

requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in and after 2025, financial information and operating data with respect to the City of the general type included in the Official Statement in Tables 1-6 and 8-14, and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements when and if they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City,

any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

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

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

FIRST AND FINAL READING:

**READ, PASSED AND APPROVED AS SET OUT BELOW AT THE
MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 16th
DAY OF JUNE, 2025.**

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

City Secretary
City of Tomball, Texas

Mayor
City of Tomball, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

[illegible]

I, the undersigned officer of the City Council of the City of Tomball, Texas, hereby certify as follows:

1. The City Council of the City of Tomball, Texas, convened in a regular meeting on June 16, 2025, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Lori Klein Quinn	Mayor
Randy Parr	Mayor Pro Tem and Councilman, Position 5
John F. Ford	Councilman, Position 1
Paul Garcia	Councilman, Position 2
Dane Dunagin	Councilman, Position 3
Lisa A. Covington	Councilman, Position 4

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 2025-21

ADOPT ON FIRST AND FINAL READING, ORDINANCE NO. 2025-21, AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

Member(s) shown present voted “Aye.”

Member(s) shown present voted “No.”

Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said

meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 16th day of June, 2025.

[SEAL]

City Secretary
City of Tomball, Texas

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Authorize the City Manager to execute the necessary documents for a grant application through the Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response (SAFER), in the amount not to exceed \$460,000 annually for 3 years, to support four person staffing of Firehouse 2 and Firehouse 5.

Background:

The Fire Department is seeking authorization to apply for a Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) to fund a total of six firefighter positions to be staffed at Firehouse 2 and Firehouse 5. This grant application will have a graduated cost share match (year 1 25% or \$145,902, year 2 25% or \$153,278, year 3 65% or \$418,732) not exceed a total request of \$390,000.

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710). By securing this grant, we aim to provide for four person staffing at the remaining two firehouses which are currently staffed with three personnel per day.

Fire apparatus should be staffed with four personnel to ensure the safety, efficiency, and effectiveness of emergency operations. National standards, such as those outlined by the National Fire Protection Association (NFPA 1710), recognize that four firefighters per apparatus are essential to safely perform critical tasks simultaneously upon arrival at a fire scene, including search and rescue, fire attack, ventilation, and securing a water supply. With only three firefighters, departments are often forced to delay key actions, increasing risk to both the public and responders. Adequate staffing not only improves emergency outcomes but also reduces physical strain and mental fatigue on firefighters, supporting long-term health and performance. This staffing will also allow for the state mandate, commonly referred to as the two-in/two-out rule.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No:

If yes, specify Account Number: # 100-142&145-6001

If no, funds will be transferred from account: # To Account: #

Signed:	<u>Joe Sykora</u>	<u>05/27/2025</u>	Approved by:	<u> </u>
	Staff Member	Date		City Manager
				Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 16, 2025

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.076 – Deliberation regarding the implementation of security personnel – Police Department

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager