

**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, February 17, 2025
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, February 17, 2025 at 6:00 PM, 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: 895 1625 1578 Passcode: 169684. 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 Pastor Greg Jenkins, Equip Church.
- 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:

February 24, 2025 – Drawing for place on ballot at 2 p.m. at Council Chambers

February 24, 2025 - Comprehensive Plan Town Hall Meeting from 6-8 p.m. at Administrative Services Building Training Room

February 25, 2025 – Sam Houston Trail Riders Annual Reception from noon to 2 p.m. at Tomball Depot Plaza

March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. at Tomball Depot Plaza

- F. 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. Adopt, on Second Reading, Ordinance No. 2025-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas; providing for a 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.

2. Adopt on Second Reading, Ordinance No. 2025-03, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the city’s interest in said unimproved right-of-way; and containing other provisions relating to the subject.

- G. Old Business

1. Adopt, on First Reading, Ordinance No. 2025-01, 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 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel

Drive, 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.

H. 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 February 3, 2025, Special and Regular City Council meetings.
2. Approve Resolution 2025-05, a Resolution of the City Council of the City of Tomball, Texas, Appointing the City Manager as the Chief Executive Officer and Authorized Representative to Act in All Matters in Connection with the FEMA Hazard Mitigation Grant Program and Committing the City to Provide Matching Funds to Secure and Complete the FEMA Hazard Mitigation Grant.
3. Approve Resolution 2025-06, a Resolution of the City Council of the City of Tomball, Texas, authorizing the submission of a Community Development Block Grant – Disaster Recovery Reallocation Program (DRRP) application to the General Land Office; and authorizing the City Manager to act as the Chief Executive Officer and Authorized Representative in all manners pertaining to the City’s participation in the Community Development Block Grant – DRRP.
4. Approve a contract with Texas Wall Systems, LLC (DBA TWL, LLC) for the construction of the alley amenities for E&P Project 2017-10033 (RFP 2024-14) for a not-to-exceed amount of \$405,814, authorize the expenditure of funds therefor, and authorize the City Manager to execute contract. The amount is included in the Fiscal Year 2024-2025 Tomball Economic Development Budget.
5. Adopt, on First Reading, Ordinance No. 2025-07, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).
6. Approve a Pipeline License Agreement with BNSF Railway Company for the installation of a water line along E. Hufsmith crossing under the BNSF railroad crossing, Project Number 2024-10002, for a not-to-exceed amount of \$5,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2023-2024 capital budget.

I. New Business

1. Consider appeal of Section 18-347-Buffer Zones of Article XI, Tree Preservation.
2. Approve a lease extension for one (1) year with Frank and Russell DeNina, for 3.547-acre tract, described as TR R10, Abstract 371 W. Hurd Survey, 0 Mechanic Street, for the daily worker's site.
3. 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. 072 – Deliberations regarding Real Property

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney, City Secretary
4. Approve the expenditure of greater than \$50,000 with Olson & Olson L.L.P, for legal services, the total not-to-exceed amount to \$150,000.00 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2024-2025 budget.

J. 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 February 2025 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, MMC, CPM
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: February 17, 2025

Topic:

Upcoming Events:

- February 24, 2025 – Drawing for place on ballot at 2 p.m. at Council Chambers
- February 24, 2025 - Comprehensive Plan Town Hall Meeting from 6-8 p.m. at Administrative Services Building Training Room
- February 25, 2025 – Sam Houston Trail Riders Annual Reception from noon to 2 p.m. at Tomball Depot Plaza
- March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. at Tomball Depot Plaza

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 _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2025-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas; providing for a 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.

Background:

On February 3, 2025, City Council conducted a Public Hearing and adopted on First Reading Ordinance No. 2025-02.

On January 13th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Topics of discussion included the request’s compatibility with the adopted Comprehensive Plan and nature of the existing developments and zoning districts in the area. The Planning & Zoning Commission recommended approval of the rezoning case with a 5-0 vote.

Origination: Kitchens Real Estate Family Partnership LTD., represented by J. Edwards

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

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

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.2618 ACRES OF LAND LEGALLY DESCRIBED AS BEING ALL OF THE 1.2035 AND 0.0740 ACRE TRACTS (2L AND 2Y) OUT OF A CALLED 160 ACRE TRACT, LOCATED IN THE C.N. PILLOT SURVEY, ABSTRACT NO. 632 FROM AGRICULTURAL (AG) TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 27223 SH 249, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A 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.

Whereas, Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632, within the City of Tomball, Harris County, Texas (the “Property”), from Agricultural (AG) to the Commercial (C) zoning district; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"
Location Map



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
FEBRUARY 3, 2025**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, February 3, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such date, the City Council will consider the following:

Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit 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 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.

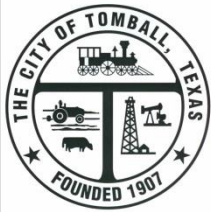
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

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

I hereby certify that the above notice of the 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 31st day of January 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: January 13, 2025
City Council Public Hearing Date: February 3, 2025

Rezoning Case: Z25-01
Property Owner(s): Kitchens Real Estate Family Partnership LTD
Applicant(s): J. Edwards Concrete & Construction LLC
Legal Description: Being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632
Location: 27223 SH 249 (Exhibit "A")
Area: 1.2618 acres
Comp Plan Designation: Corridor Commercial (Exhibit "B")
Present Zoning: Agricultural (AG) District (Exhibit "C")
Request: Rezone from the Agricultural (AG) to the Commercial (C) District
Adjacent Zoning & Land Uses:
North: Commercial (C) with CUP (Manufactured Home Display and Sales) / Clayton Homes
South: Commercial (C) and Agricultural (AG) / Gas Station, vacant shop building, and Tomball Rental Center
East: Commercial (C) / Palm Harbor Homes - Tomball
West: Agricultural (AG) / Undeveloped land

BACKGROUND

The subject property currently has approximately 4,800 square feet of office space and covered equipment storage being utilized by Tomball Rental Center. This rezoning request aims to satisfy a requirement associated with an Existing Commercial Building Permit that was applied for by the applicant. This building permit is for the construction of a new 3,600 metal building. For the city to issue any building permits for the subject property it must be zoned appropriately. The existing buildings on the property were constructed prior to zoning and are considered legally nonconforming.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as “Corridor Commercial” by the Comprehensive Plan’s Future Land Use Map. The Corridor Commercial designation is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares.

According to the Comprehensive Plan, land uses should consist of regional commercial businesses, professional offices, multi-family, retail, entertainment, dining, hotels, and brew pubs/distilleries. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Corridor Commercial designation: Office (O), General Retail (GR), Commercial (C), Mixed Use (MU), and Multi-family (MF). Also identified in the Comprehensive Plan is development guidance, which focuses on providing primary access from an arterial street while incorporating safe and comfortable pedestrian enhancements.

Staff Review Comments: The request to rezone the subject property to the Commercial (C) District is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage onto SH 249 which is designated as a Major Arterial on Tomball’s Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Commercial District. The approval of the requested rezoning will allow the applicants to grow their business, which is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on December 27, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z25-01.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Exhibit "B"
Future Land Use Plan



Future Land Use

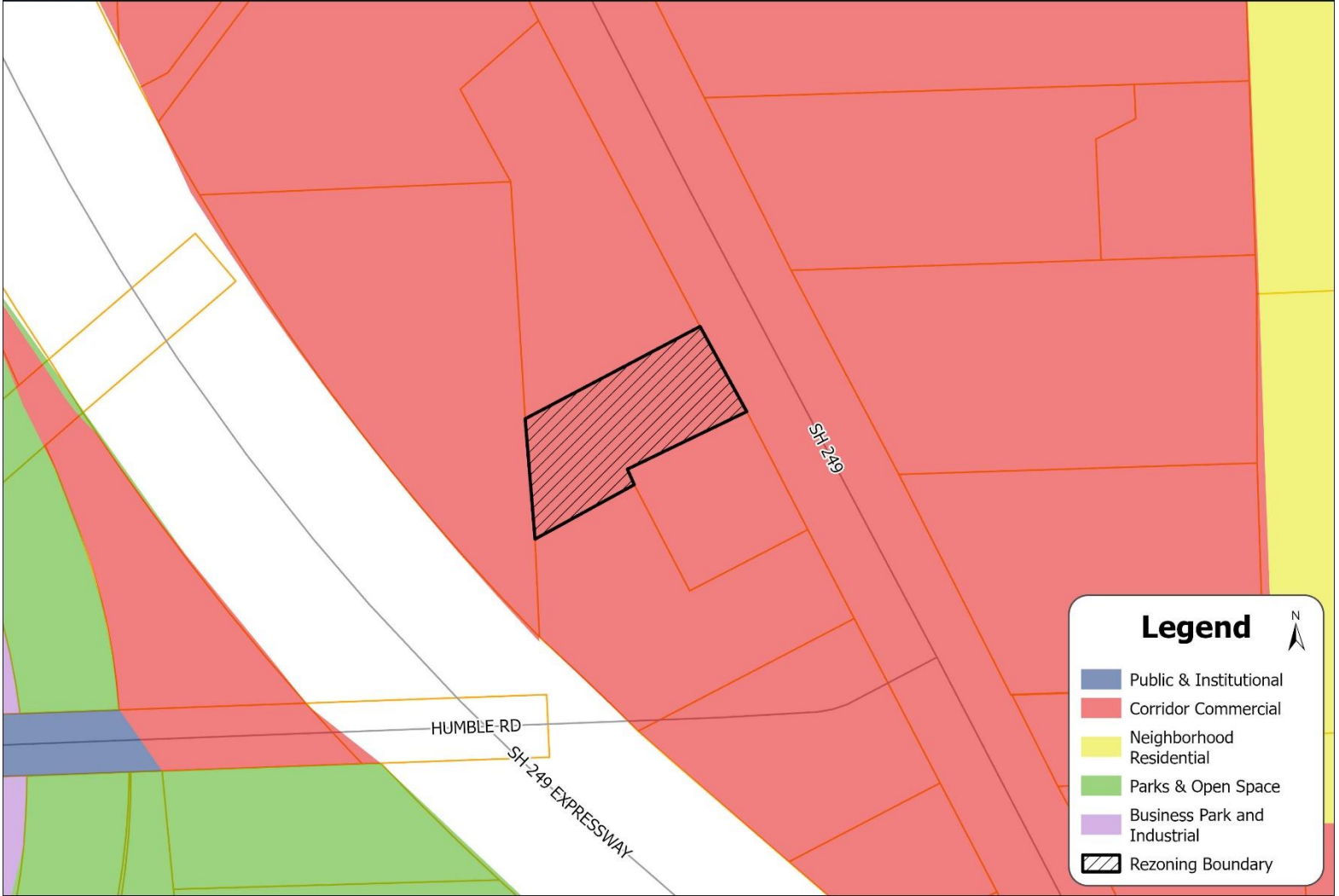


Exhibit "C"
Zoning Map

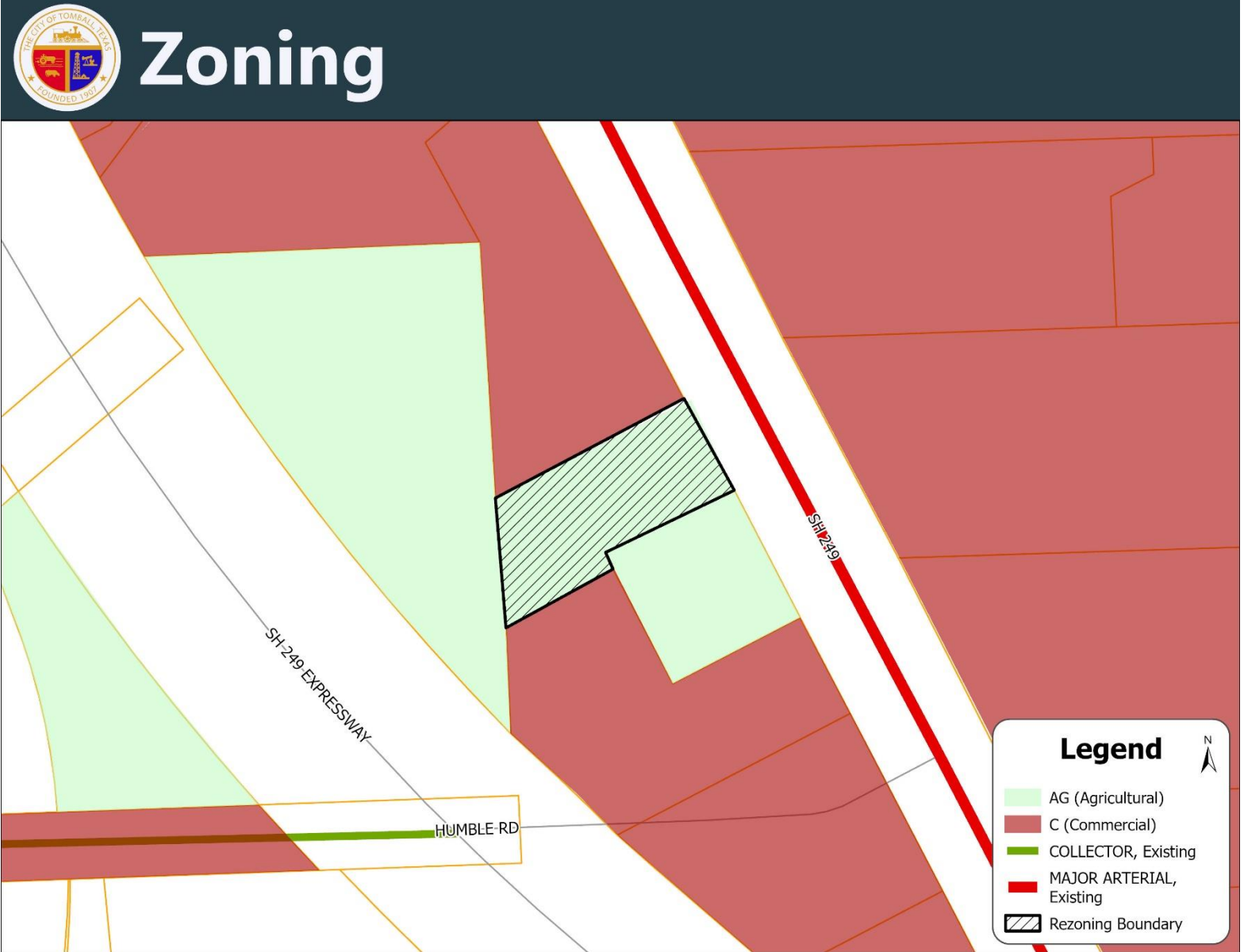


Exhibit "D"
Site Photo(s)
Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (South)



Neighbor (East)



Neighbor (West)

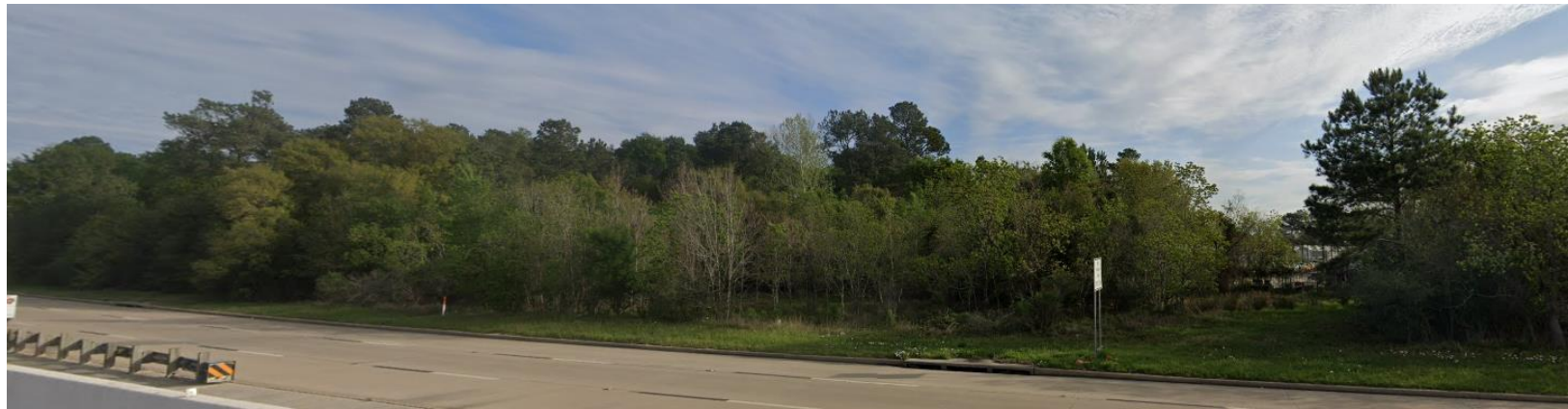


Exhibit "E"
Rezoning Application



Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: J Edwards Concrete & Construction LLC Title: Office Manager
Mailing Address: 10915 Crawford Circle City: Montgomery State: TX
Zip: 77316 Contact: Sarah Louviere
Phone: (348) 225-9686 Email: sarah@jedwardsconcrete.com

Owner

Name: Keith Kitchens / Kitchens Real Estate Family Partnership LTD Title: President
Mailing Address: 27219 State Highway 249 City: Tomball State: TX
Zip: 77375 Contact: Keith Kitchens
Phone: (281) 351-8144 Email: keith@tomballrental.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Storage Warehouse

Physical Location of Property: 27223 State Highway 249
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS 2L & 2Y ABST 632 C N PILLOT
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (AG) : Agricultural

Current Use of Property: STORAGE

Proposed Zoning District: ~~(AC) Agricultural~~ Commercial

Proposed Use of Property: STORAGE

HCAD Identification Number: 044058000009 Acreage: 1.2

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X [Signature] 10/30/24
 Signature of Applicant Date

X [Signature] 10-30-2024
 Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



J EDWARDS CONCRETE & CONSTRUCTION, LLC.

10915 Crawford Circle,
Montgomery, TX 77316
346-225-9686 * 281-323-1615
sarah@jedwardsconcrete.com
john@jedwardsconcrete.com

To Whom it May Concern,

We are planning to start a project at 27219 State Highway 249, Tomball, TX 77375 that requires a permit. In order to get approval for building permit we need to rezone from the current AG zone into the appropriate zoning district.

Please see attached Deficiency Notice received from the City of Tomball.

Please advise of next steps.

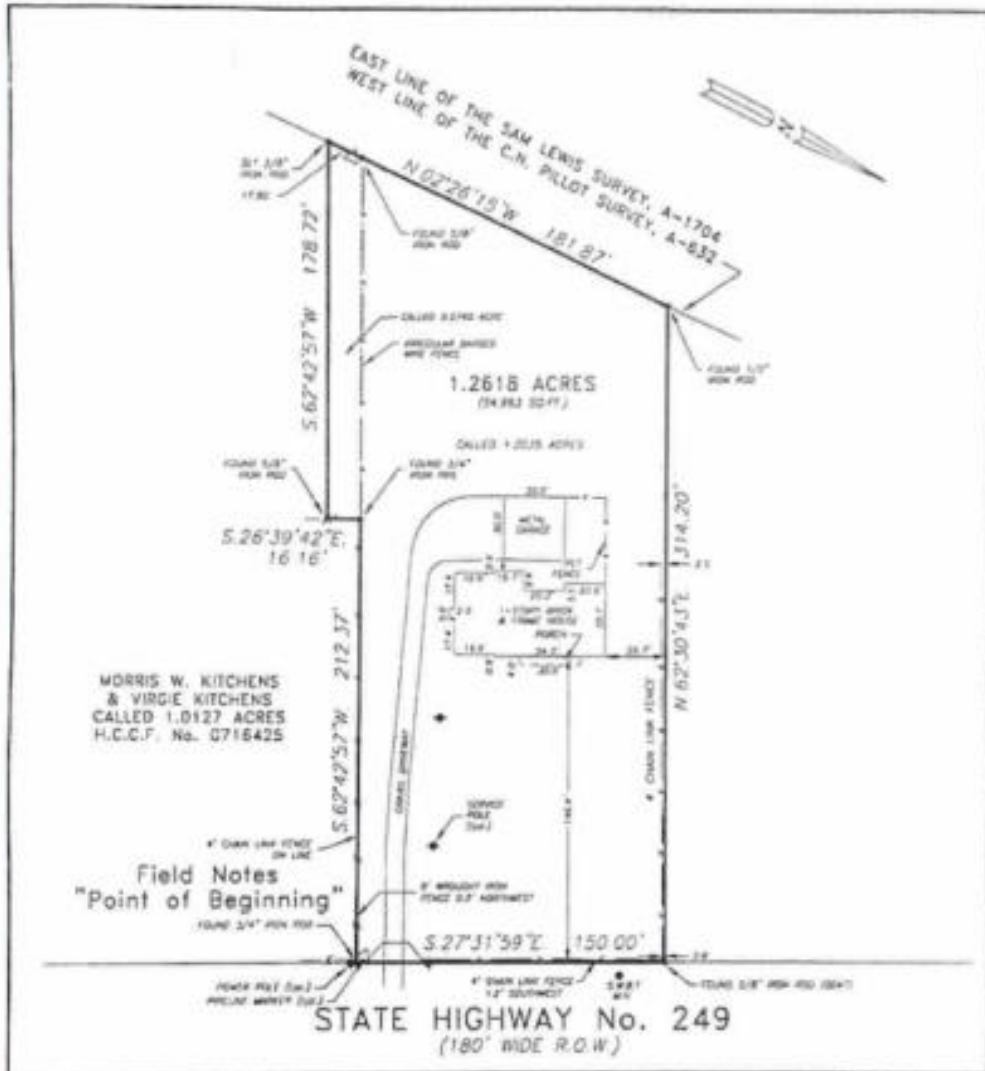
Sincerely,

J Edwards Concrete & Construction, LLC.

4. [Page 1] [Subject Text Box] [Author Benjamin T Lashley] [Status None] Drawing.pdf

10/16/2024

The land use exercised on this property is currently "Nonconforming" within the Agricultural zoning district. Before any expansions can be approved, this property needs to be rezoned into an appropriate zoning district. Please contact blashley@tomballtx.gov for more information. This property is not platted and will require a formal subdivision plat to be reviewed and approved by the City and Recorded at the Harris County Clerk's Office before this Site Permit can be issued. Please contact jsalgado@tomballtx.gov for more information.



MORRIS W. KITCHENS
& VIRGIE KITCHENS
CALLED 1.0127 ACRES
H.C.C.F. No. 0716425

Field Notes
"Point of Beginning"

STATE HIGHWAY No. 249
(180' WIDE R.O.W.)

LOT	N/A	BLOCK	N/A	SUBDIVISION	N/A	SECTION	N/A
RECORDATION	N/A			COUNTY	HARRIS	STATE	TEXAS
ADDRESS	27223 S.H. 249			CITY	TOMBALL	SURVEY	C.N. PILOT SURVEY, A-632
PURCHASER	GREGORY D. KITCHENS AND BEVERLY D. KITCHENS			TITLE COMPANY	ALAMO TITLE	UNDER	KLEIN BANK
						OF No	9850271299

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND FOR THE PROPERTY LEGALLY DESCRIBED HEREON (OR ON ATTACHED SHEET) CORRECTLY REPRESENTS THE FACTS FOUND AT THIS TIME THERE WERE NO APPARENT CONFLICTS IN BOUNDARY LINES OR ENCROACHMENTS OR IMPROVEMENTS, EXCEPT AS SHOWN.

THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE, IS IN ZONE X PER F.I.R.M. MAP No. 48201C 0210 DATED NOVEMBER 6, 1996



David J. Willard



EAGLE SURVEYS INTERNATIONAL, INC.
34914 S.H. 249, SUITE 180, TOMBALL, TX, 77375
PHONE: (281) 357-8848 FAX: (281) 357-4715

FIELD WORK	P.E.	5-9-98
DRAFTED BY	D.J.M.	5-14-98
JOB No	98-05-1061	
REV. MAP No	288-Q	SCALE 1"=60'

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 of record in the public records: your social security number or your driver's license number.

SPECIAL WARRANTY DEED
(with Vendor's Lien)

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

THAT **GREGORY D. KITCHENS AND BEVERLY D. KITCHENS**, owning property in the County of **Harris**, Texas, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by **KITCHENS REAL ESTATE FAMILY PARTNERSHIP, LTD.**, hereinafter called "Grantee" (whether one or more), whose mailing address is 23015 Kobs Road, Tomball, Texas 77375, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **Two Hundred Ninety-Six Thousand Dollars and 00/100 (\$296,000.00)**, of even date herewith, payable to the order of **GREGORY D. KITCHENS AND BEVERLY D. KITCHENS**, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **Timothy Radman**, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described Note, said Vendor's Lien and Superior Title against said property securing the payment of said Note is hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said lien;

And Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto said Grantee, his personal representatives, heirs, successors and assigns, FOREVER. Grantor does hereby bind himself, his personal representatives, heirs, successors and assigns, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof **when the claim is by, through or under Grantor but not otherwise.**

RP-2022-481318

UNOFFICIAL COPY

RP-2022-481318

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, standby fees, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

It is expressly agreed that the Grantor herein reserves and retains for himself, his personal representatives, heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the above-described property, premises and improvements, until the above-described Note and all interest thereon have been fully paid according to the terms thereof, when this Deed shall become absolute.

WHEN this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words, "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Reference to any gender shall include either gender and, in the case of a corporation, shall include the neuter gender, all as the case may be.

DATED this the 9 day of September, 2022.

GRANTORS:

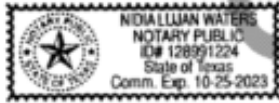
Gregory D. Kitchens
Gregory D. Kitchens

Beverly D. Kitchens
Beverly D. Kitchens

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 9 day of September, 2022, by **Gregory D. Kitchens.**



[Signature]
Notary Public, State of Texas
Nidia L. Waters
Printed Name

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 9 day of September, 2022, by **Beverly D. Kitchens.**



[Signature]
Notary Public, State of Texas
Nidia L. Waters
Printed Name

RP-2022-481318

RETURN TO:
Kitchens Real Estate Family Partnership, LTD.
24227 Cougar
Magnolia, Texas 77355

WARRANTY DEED – Page 3 of 4 Pages

EXHIBIT "A"

A 1.2618 acre tract of land (54,963 square feet) being all of a called 1.2035 acre tract as described in a deed recorded in Volume 7326, Page 570 of the Harris County Deed Records and all of a called 0.0740 acre tract out of a called 160 acre tract as described in Volume 3395, Page 47 of the Harris County Deed Records, located in the C.N. Pillot Survey, Abstract 632, City of Tomball, Harris County, Texas, said 1.2618 acre tract being more particularly described as follows:

BEGINNING at a ¼ inch iron rod found in the southwesterly right of way line of State Highway No. 249 (a 180 foot wide right-of-way), said point being the southeast corner of said 1.2035 acre tract and the northeast corner of a called 1.0127 acre tract as described under Harris County Clerk's File No. G716425;

THENCE, South 62° 42' 57" West, along a common northerly line of said 1.0127 acre tract and the southerly line of said 1.2035 acre tract, a distance of 212.37 feet to a ¼ inch iron pipe found for a southwest corner of said 1.0127 acre tract and the northwest corner of said 0.0740 acre tract;

THENCE, South 26° 39' 42" East, along the common northeast line of said 0.0740 acre tract and a southwest line of said 1.0127 acre tract, a distance of 16.16 feet to a 5/8 inch iron rod found for corner;

THENCE, South 62° 42' 57" West, along a common northerly line of said 1.0127 acre tract and the southerly line of said 0.0740 acre tract, a distance of 178.72 feet to a 5/8 inch iron rod set for the southwest corner of said 0.0740 acre tract and of the herein described tract, said point being in the common west line of the aforesaid C.N. Pillot Survey and the east line of the Sam Lewis Survey, Abstract No. 1704;

THENCE, North 02° 26' 15" West, along said survey line, at 17.80 feet passing a 5/8 inch iron rod found for the southwest corner of said 1.2035 acre tract, in all a distance of 181.87 feet to a ½ inch iron rod found for the northwest corner of said 1.2035 acre tract;

THENCE, 62° 30' 43" East, along the northerly line of said 1.2035 acre tract, a distance of 314.20 feet to a 5/8 inch iron rod found for the northwest corner of said 1.2035 acre tract and of the herein described tract, said point being in the southwesterly right-of-way line of said State Highway No. 249;

THENCE, South 27° 31' 59" East, along the southwesterly right-of-way line of said State Highway No. 249, a distance of 150.00 feet to the POINT OF BEGINNING and containing a computed area of 1.2618 acres of land.

This description is based on a ground survey completed on May 9, 1998, and is submitted in conjunction with a survey drawing dated May 14, 1998, Eagle Surveys International, Inc., Job No. 98-05-1061.

RP-2022-481318

RP-2022-481318
Pages 5
09/27/2022 10:57 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

COPY UNOFFICIAL

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

City Council Agenda Item Data Sheet

Meeting Date: February 17, 2025

Topic:

Adopt on Second Reading, Ordinance No. 2025-03, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the city’s interest in said unimproved right-of-way; and containing other provisions relating to the subject.

Background:

First Reading passed and approved during February 3, 2025, Regular City Council Meeting.

Red Grip, LLC has requested abandonment of an existing City of Tomball unimproved right-of-way to allow for additional area for their development on Rudel Drive. The unimproved right-of-way is not needed for roadway purposes; however an overlapping public utility easement will be dedicated where it exists to accommodate existing and future public utilities. For this reason, City Staff has no concerns with the proposed abandonment.

Origination:

Red Grip, LLC

Recommendation:

Approval

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

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

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF AN UNIMPROVED RIGHT-OF-WAY CONTAINING 0.1032 ACRES OUT OF CODY DRIVE RECORDED IN CLERK’S FILE NO. B394990, FILM CODE NO. 058-15-0196 AND IN VOLUME 8002, PAGE 199 IN THE DEED RECORDS OF HARRIS COUNTY IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34 IN HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PORTION OF SUCH UNIMPROVED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY’S INTEREST IN SAID UNIMPROVED RIGHT-OF-WAY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City of Tomball, Texas (“city”) owns an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas and

WHEREAS, the City Council of the City has determined that public necessity and convenience no longer require the existence of the unimproved right-of-way; and

WHEREAS, the City Council has determined that the unimproved right-of-way should be vacated, abandoned, and closed for the reason that it is no longer needed by the city; and

WHEREAS, the City Council desires to convey the unimproved right-of-way to the owner of the property on which the unimproved right-of-way exists; now, therefore,

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

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

Section 2. That the City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of the unimproved right-of-way described in Section 3 hereof.

Section 3. That the portion of that certain City of Tomball unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas is hereby vacated, abandoned, and closed.

Section 4. That the City Manager is authorized to execute a quitclaim deed quitclaiming the unimproved right-of-way described in Section 3 hereof to the owners of the property on which the unimproved right-of-way is located.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3rd DAY OF February 2025.

COUNCILMAN FORD	<u>Aye</u>
COUNCILMAN GARCIA	<u>Absent</u>
COUNCILMAN DUNAGIN	<u>Aye</u>
COUNCILMAN COVINGTON	<u>Aye</u>
COUNCILMAN PARR	<u>Aye</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

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



BASE FLOOD:
NEAREST 100 YR. AT 179.00 FT.

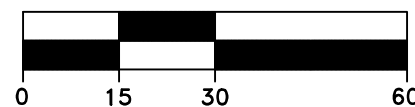
BENCHMARK:

USED FLOODPLAIN RM NO. 100370, EL. 181.93 FT. NAVD88 W/2001 ADJ., BRASS DISC STAMPING 100370, FROM THE INTERSECTION OF SH 249 AND FM 2920, EAST ALONG FM 2920 0.7 MILES TO BAKER, NORTH ALONG BAKER 0.4 MILES TO INWOOD, WEST ALONG INWOOD 0.2 MILES TO BENCHMARK ON LEFT. (GPS READING 180.96')

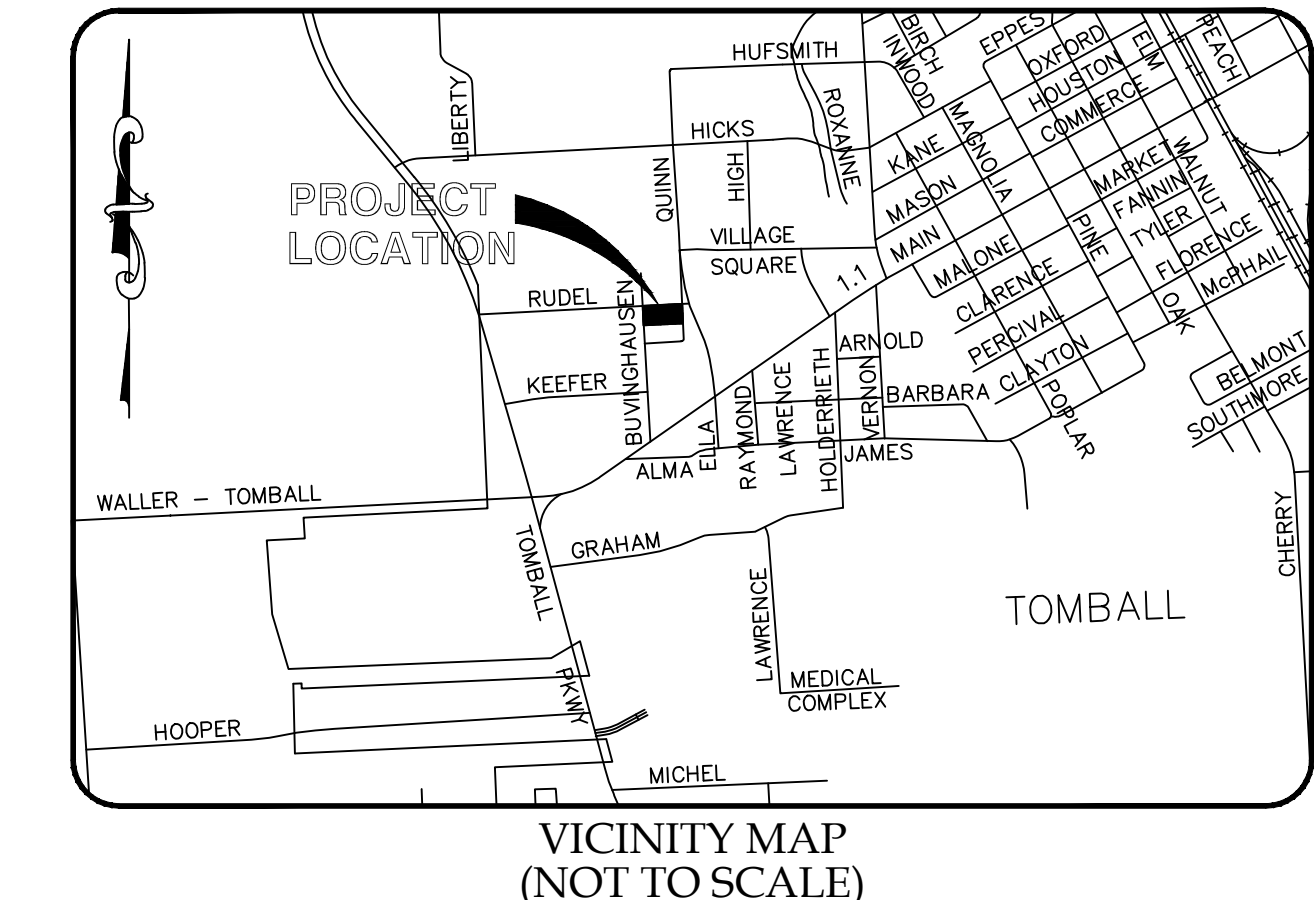
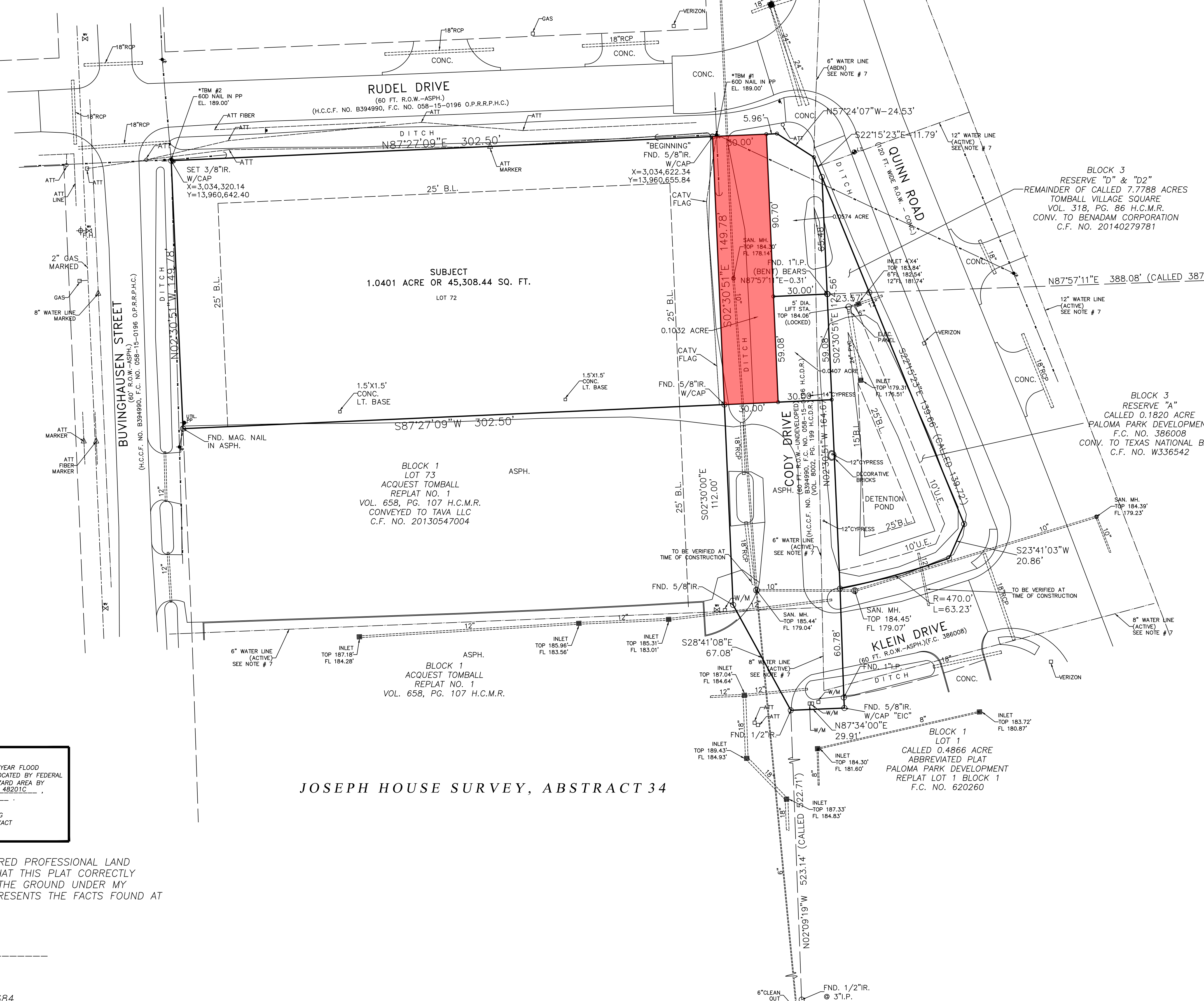


GRAPHIC SCALE

SCALE: 1" = 30'-0"



- LEGEND:
- AC. - ACRES
 - B.L. - BUILDING LINE
 - ESMT. - EASEMENT
 - FC - FIRM CODE
 - CF - CLERKS FILE
 - HCDR - HARRIS COUNTY DEED RECORDS
 - VOL. PG. - VOLUME, PAGE
 - R.O.W. - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - ELEC. - ELECTRIC
 - W/ - WITH
 - FND. - FOUND
 - IR. - IRON ROD
 - U.E. - UTILITY EASEMENT
 - A.E. - AERIAL EASEMENT
 - TYP. - TYPICAL
 - VAC. - VACUUM
 - CONC. - CONCRETE
 - TELE. - TELEPHONE
 - FT. - FEET
 - N - NORTH
 - E - EAST
 - S - SOUTH
 - W - WEST
 - FR. - FRAME
 - BR. - BRICK
 - COMP'S - COMPRESSORS
 - H.C. - HANDICAP
 - STO. STORY
 - BLDG. - BUILDING
 - HT. - HEIGHT
 - P.O.B. - PLACE OF BEGINNING
 - CONV. - CONVEYED
 - NO. - NUMBER
 - REC. - RECORDED
 - GRND. - GROUND
 - A.L. - AREA LIGHT
 - INLET
 - WATER VALVE
 - F.H. - FIRE HYDRANT
 - MARKER
 - STORM MANHOLE
 - FENCE CORNER
 - SANITARY MANHOLE
 - FENCE
 - OVERHEAD ELEC.



NOTES:

- 1) BEARINGS REFERENCED TO STATE OF TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83).
- 2) THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE: 1.0000540263.
- 3) THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- 5) BUILDER/CONTRACTOR MUST VERIFY ALL BUILDING LINES, EASEMENTS, BUILDING LINE RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, UNDERGROUND PIPELINES, IF ANY, THAT AFFECT SUBJECT PROPERTY, BEFORE STARTING CONSTRUCTION.
- 6) ALL ELEVATIONS SHOWN ARE REAL TIME GPS TEXAS ZONE. ADD 0.97' TO ALL ELEVATIONS SHOWN TO ADJUST TO FLOODPLAIN RM NO. 100370, IF NEEDED.
- 7) WATER LINES SHOWN ARE PER UTILITY MAP ONLY. UNLOCATED IN THE FIELD.
- 8) ADDRESS: 0 RUDEL DRIVE, TOMBALL, TEXAS 77375.

FLOOD INFORMATION

*THIS TRACT OR LOT IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY No. 4803315 MAP No. 482011C, PANEL No. 0210L, DATED 06/18/2007.

*THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

JOSEPH HOUSE SURVEY, ABSTRACT 34

OWNER(S):
RED GRIP, LLC,
A TEXAS LIMITED LIABILITY COMPANY

SURVEYOR:
TIMELINE SURVEY, LLC
C. PAUL JONES, SR., R.P.L.S. 5480
P.O. BOX 701
FRIENDSWOOD, TEXAS 77549
PHONE: (713)473-3502
EMAIL: info@timesurvey.com

BOUNDARY & TOPOGRAPHY SURVEY

OF 1.0401 ACRE OR 45,308.44 SQ. FT. BEING
LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1,
AN ADDITION IN HARRIS COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 658, PAGE 107 OF THE
HARRIS COUNTY MAP RECORDS
IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34
HARRIS COUNTY, TEXAS

SCALE: 1" = 30' DATE: OCTOBER 10, 2022
ROAD ABANDONMENT: AUGUST 1, 2023

C. PAUL JONES, SR.
R.P.L.S. 5480
STATE OF TEXAS
LICENSE/REGISTRATION NO. 10194684

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-01, 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 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, 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.

Background:

On February 3rd, the City Council conducted a public hearing but took no action on this item. The applicant has since revised their concept plan to include a one-way drive aisle connecting to Klein Drive to eliminate the parking lot dead-end. Four parking spaces with adjacent sidewalks were also added to the concept plan along the drive aisle.

On January 13th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Topics of discussion included fencing of the property and pond, parking, impacts to the surrounding area, and operations of the facility. The Planning & Zoning Commission recommended approval of the rezoning case with a 5-0 vote with the following conditions:

- The curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking.
- “No stopping or standing” signs shall be placed along the Rudel Drive frontage.
- Three parking spaces within the development shall be designated as drop-off and pick-up only.
- Install a fence along the entire southern property line.
- Install a fence around the entire onsite detention pond.

Origination: Mike Matheson

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

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

ORDINANCE NO. 2025-01

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 1.0402 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1. THE PROPERTY IS LOCATED AT 1211 RUDEL DRIVE, 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.

Whereas, Mike Matheson has requested that 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1, located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas (the “Property”), receive a CUP; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested CUP; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested CUP; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested CUP with the following conditions:

- the curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking,
- “no stopping or standing” signs shall be placed along the Rudel Drive frontage,
- three parking spaces within the development shall be designated as drop-off and pick-up only,
- install a fence along the entire southern property line,
- install a fence around the entire onsite detention pond; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested CUP, the City Council held the public hearing for the requested CUP and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested CUP.

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

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

Section 2. A CUP to allow a “Child day care center (business)” at the property and subject to the terms and conditions set forth below is hereby granted.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereon unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

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

LORI KLEIN QUINN, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

Exhibit "A" Concept Plan

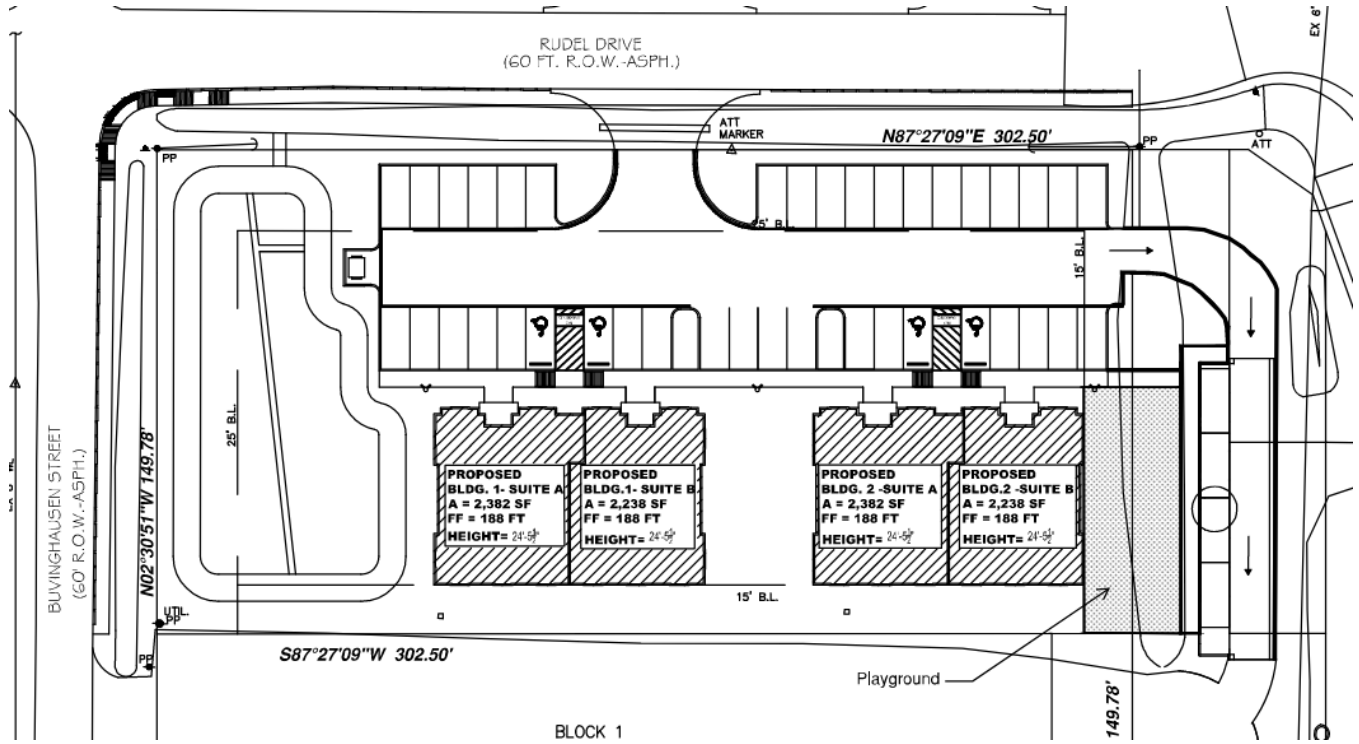


Exhibit "B" Location Map



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JANUARY 13, 2025**

&

~~**CITY COUNCIL
JANUARY 20, 2025**~~

**Re-scheduled to Regular City Council
Meeting, February 3, 2025.**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, January 13, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, January 20, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit 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 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

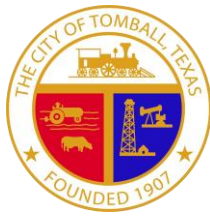
CERTIFICATION

I hereby certify that the above notice of the 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 10th day of January 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Conditional Use Permit Case CUP25-01

12/26/2024

The Planning & Zoning Commission will hold a public hearing on **January 13, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Mike Matheson, for a Conditional Use Permit 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 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for a **Conditional Use Permit**. The hatched area is the notification area. All owners of property within 300-feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **January 20, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: CUP25-01

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Name:
Parcel I.D.:
Address:

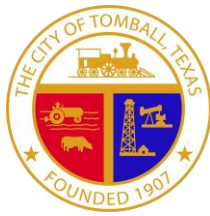
Email: blashley@tomballtx.gov

I am in favor

I am opposed

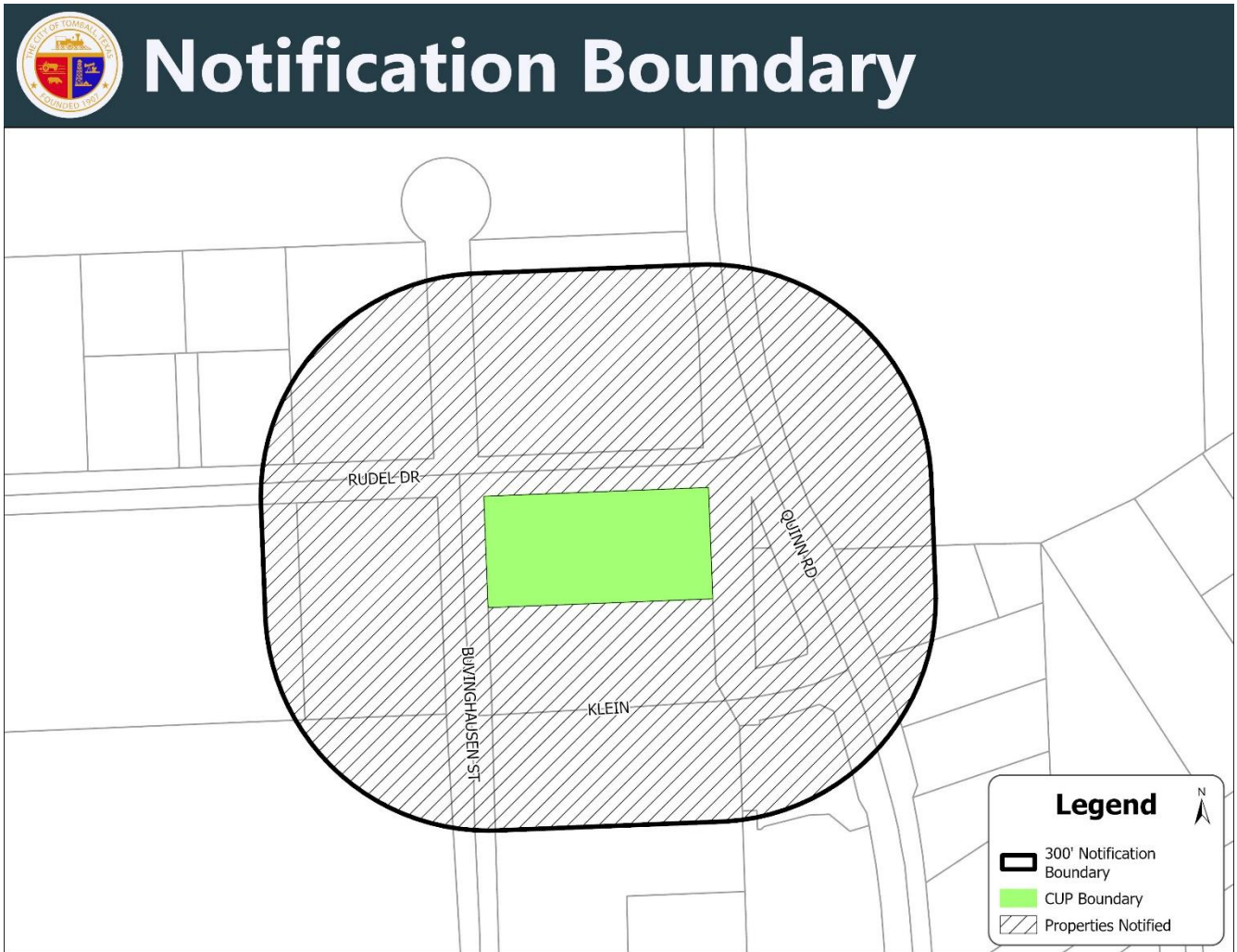
Additional Comments:

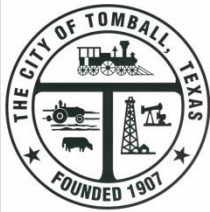
Signature: _____



City of Tomball
Community Development Department

CUP25-01





Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: January 13, 2025
City Council Public Hearing Date: February 3, 2025

Rezoning Case: CUP25-01
Property Owner(s): Mike Matheson
Applicant(s): Mike Matheson
Legal Description: Lot 72, Block 1 of Acquest Tomball Replat No. 1.
Location: 1211 Rudel Drive (Exhibit “A”)
Area: 1.0402 acres
Comp Plan Designation: Neighborhood Commercial (Exhibit “B”)
Present Zoning: Office (O) District (Exhibit “C”)
Request: The granting of 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.

Adjacent Zoning & Land Uses:

North: Old Town & Mixed Use (OT&MU) / Tomball Fire Station 1

South: Commercial (C) / VA Tomball Outpatient Clinic

East: Multi-Family Residential (MF) and Commercial (C) / Fountains of Tomball Apartments and medical offices

West: Multi-Family Residential (MF) / Rudel Crossing Apartments

BACKGROUND

The subject property is currently undeveloped; however, it is nearing completion of the city permitting process for the construction of two 4,620 square-foot office buildings. This property was rezoned from the Commercial (C) zoning district to the Office (O) zoning district in June of 2023 with the goal of subdividing the property into two separate lots. The applicant now desires to have the land use of *Child day care center (business)* occupy one of the buildings, which is only allowed within the Office (O) zoning district with the issuance of a CUP.

ANALYSIS

According to Section 50-81 (f) of Chapter 50 (Zoning), when considering applications for a CUP, the City shall, based on the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;

The property is designated as Neighborhood Commercial by the Comprehensive Plan's Future Land Use Map. The Neighborhood Commercial designation is intended for commercial uses that are developed with the appropriate context, scale, and design to complement residential development. These areas are intended to be accessible by both vehicles and pedestrians. The desire to establish a child day care center at this location will promote a development that creates a complimentary relationship between differing land uses, which is an objective of the Comprehensive Plan. The proximity of the subject property to a wide variety of residential housing, professional offices, and existing schools makes the desired land use mutually beneficial to the surrounding area.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

According to the Zoning Ordinance, "a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through the imposition of certain standards and conditions."

The property was first zoned within the Commercial district when zoning was adopted in 2008 but was rezoned into the Office district in 2023. The subject property is surrounded by the Commercial, Multifamily, and Old Town & Mixed-Use zoning districts. The nature of the area is a mixture of schools, offices, commercial and other non-residential uses, along with single-family and multi-family uses. The Comprehensive Plan endorses the continuation of the mixture of uses in this area of the city, and specifically states that retail, offices, clinics, and government facilities are the most appropriate uses. The Office district was established to create an appropriate setting for low intensity office and professional uses

3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;

No, the proposed use will not meet all supplemental standards outlined in Chapter 50 of the Code of Ordinance. Chapter 50, Article IV, Section 50-112 (d)(3) requires:

"Kindergartens, elementary schools, day schools, and similar child training and care establishments shall provide one paved off-street pedestrian loading and unloading space for an automobile on a through, "circular" drive for each ten students cared for (excluding child care in a residence). An additional lane shall also be required to allow pass by or through traffic to move while automobiles waiting or parked to pick up children occupy loading/unloading areas."

No such driveway orientation has been proposed on the property.

Additionally, it does not appear that the number of parking spaces allocated for the desired use within the office complex as illustrated on the Concept Plan will meet the minimum parking requirement for a “*Child day care center (business)*”. Chapter 50, Article III, Section 50-82(b) requires one parking space per three children.

4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts.

The proposed use is consistent with surrounding land uses and would provide a beneficial service to the area. With this Conditional Use Permit, the City is recommending conditions that are aimed at helping alleviate potential nuisances that could arise due to this land use such as traffic congestion. Said conditions may include but are not limited to signage and staggered pick up and drop off times.

5. The proposed use is not materially detrimental to public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

With the other future businesses that will be established on the property, it does not appear that the minimum parking requirements for a “*Child day care center (business)*” (one space per three children) will be met. Since the applicant has indicated that the child day care facility will operate with extended hours and have staggered drop-off and pick-up times, City Staff does not anticipate adverse impacts to Rudel Drive nor the surrounding properties.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on December 27, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Conditional Use Permit Case CUP25-01 with the following conditions:

- ❖ The curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking.
- ❖ “No Stopping or Standing” signage shall be placed along the entire Rudel Drive frontage.
- ❖ Three parking spaces within the development shall be clearly marked with signage and paint for drop-off and pick-up only.

Note that the Planning & Zoning Commission may recommend, and the City Council may impose any additional conditions as are reasonably necessary.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Legend 

 CUP Boundary

Exhibit "B"
Future Land Use Plan



Future Land Use

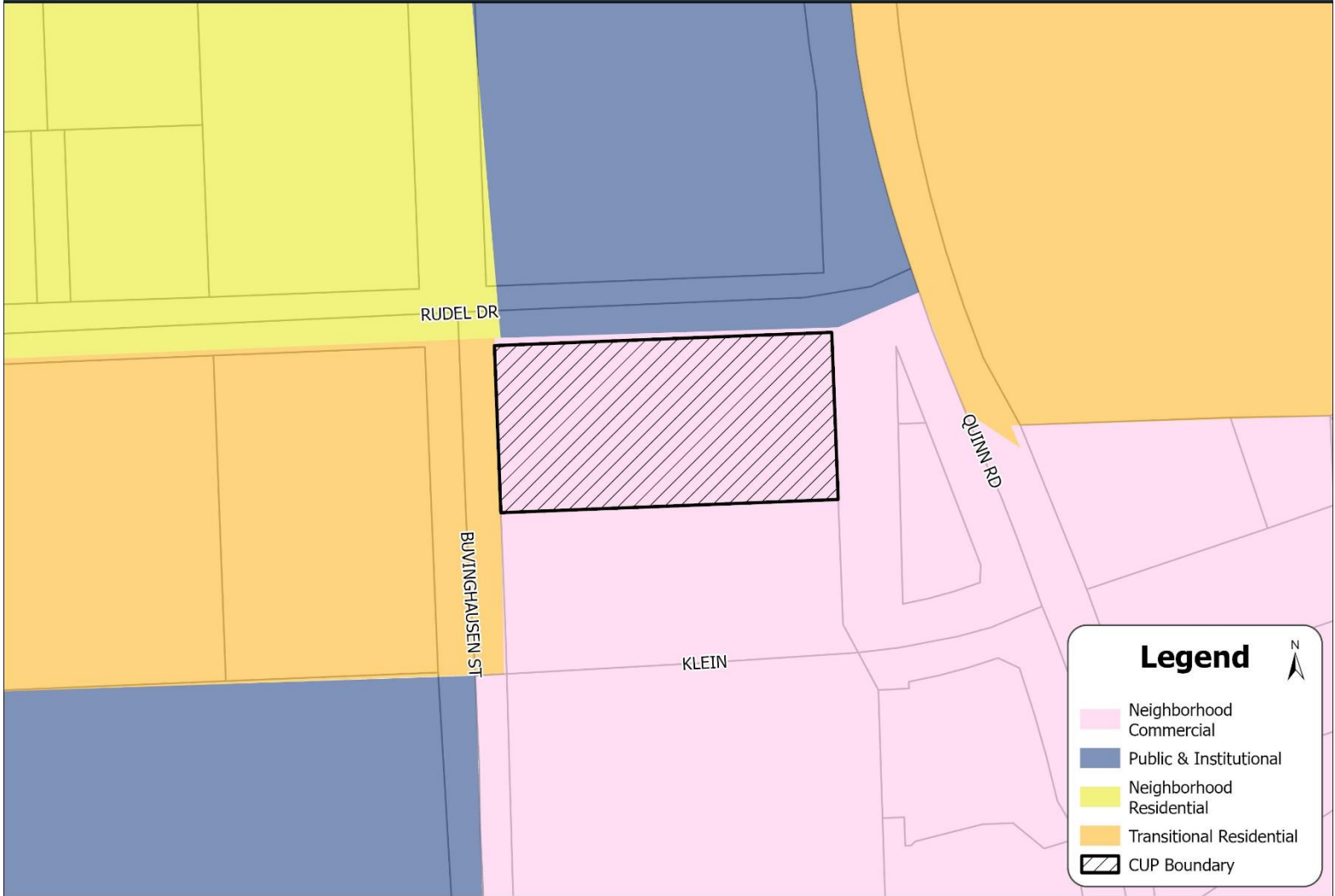


Exhibit "C"
Zoning Map



Zoning

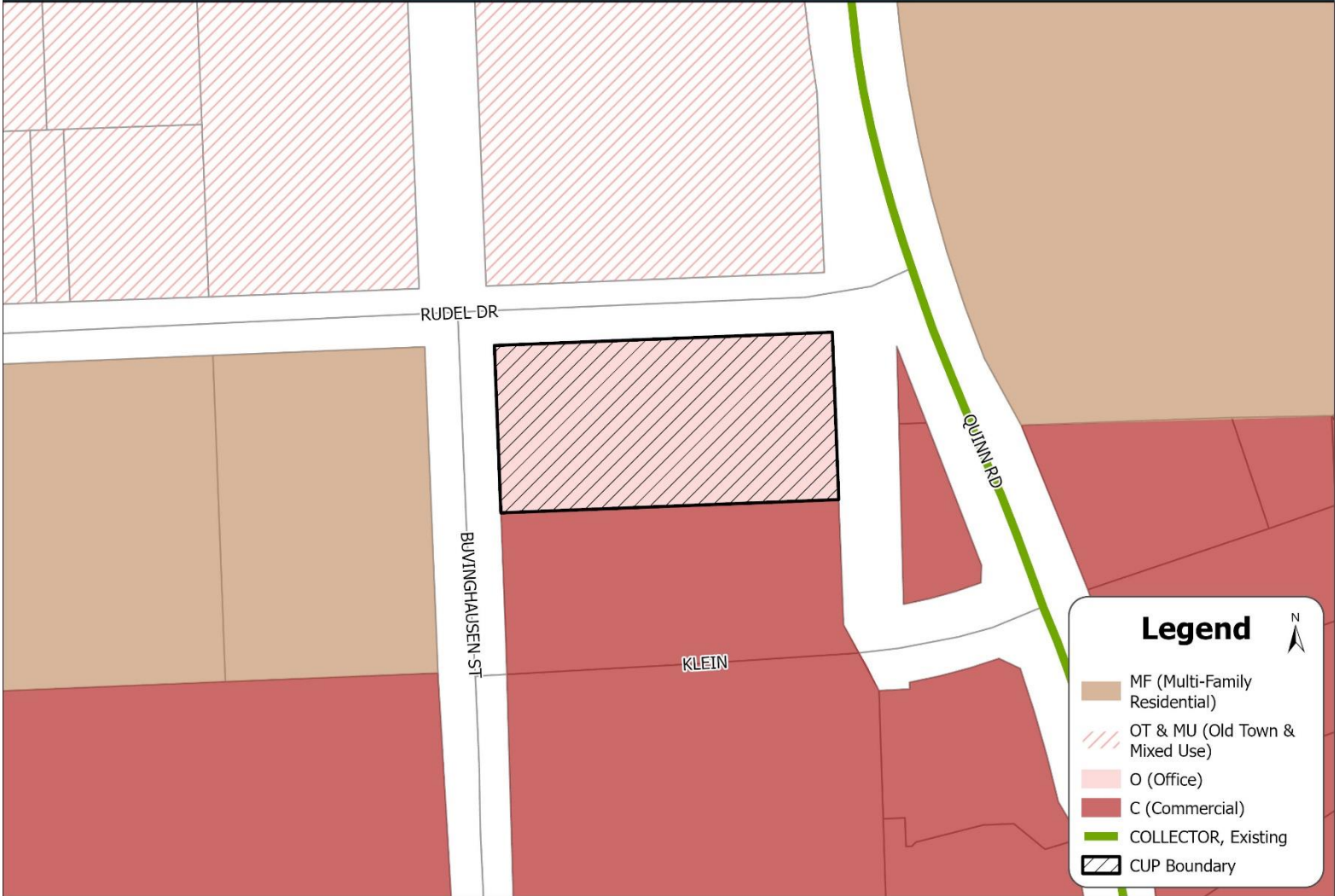


Exhibit "D"
Site Photos

Subject Site



Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 10/1/2022



**APPLICATION FOR
CONDITIONAL USE PERMIT**
Planning Division

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.

APPLICATION SUBMITTAL: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for Conditional Use Permit (CUP) request

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

SMARTGOV WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Mike Matheson Title: Owner
Mailing Address: 14315 Arlington Pl. City: Tomball State: Tx
Zip: 77429 Contact: 281-658-7526
Phone: 281-658-7526 Email: info@redgrip11c.com

Owner

Name: Same as Applicant Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Email: _____

Engineer/Surveyor (if applicable)

Name: NA Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Two 4,620 sq ft Buildings, One Building is a daycare

Physical Location of Property: 1211 Rudel Rd, Corner of Quinn & Rudel
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: Lot 72 Block I, August Tombell
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1333950020001 Acreage: 1.04

Current Use of Property: Undeveloped but zoned as Office

Proposed Use of Property: 1 of the 2 Buildings to have CUP to allow for a Daycare/Early Learning Center

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X Michael Matheson 11-21-24
Signature of Applicant Date

X Michael Matheson 11-21-24
Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

Conditional Use Permit 1211 Rudel

November 21st, 2024

Dear Members of the City Council

I am writing to request that the 1.04 acres at the corner of Quinn and Rudel Road to be approved for a Conditional Use Permit to accommodate a Daycare/Early Learning facility for one of our two buildings that will be going up. We currently have a pre-lease with Discovery Learning Center which we are planning to finish construction in July or August. We have consulted with a couple of members of the City Council and they advised to cancel the rezone request for General Retail and instead keep zoned as zoned for Office and just have a Conditional Use Permit for the Daycare.

The Daycare owners I have met with the TEDC and we have done a Pre-development meeting with Tomball. We are referring to this as a Daycare however it is actually a Early Learning Center as it is curriculum heavy unlike a Daycare.

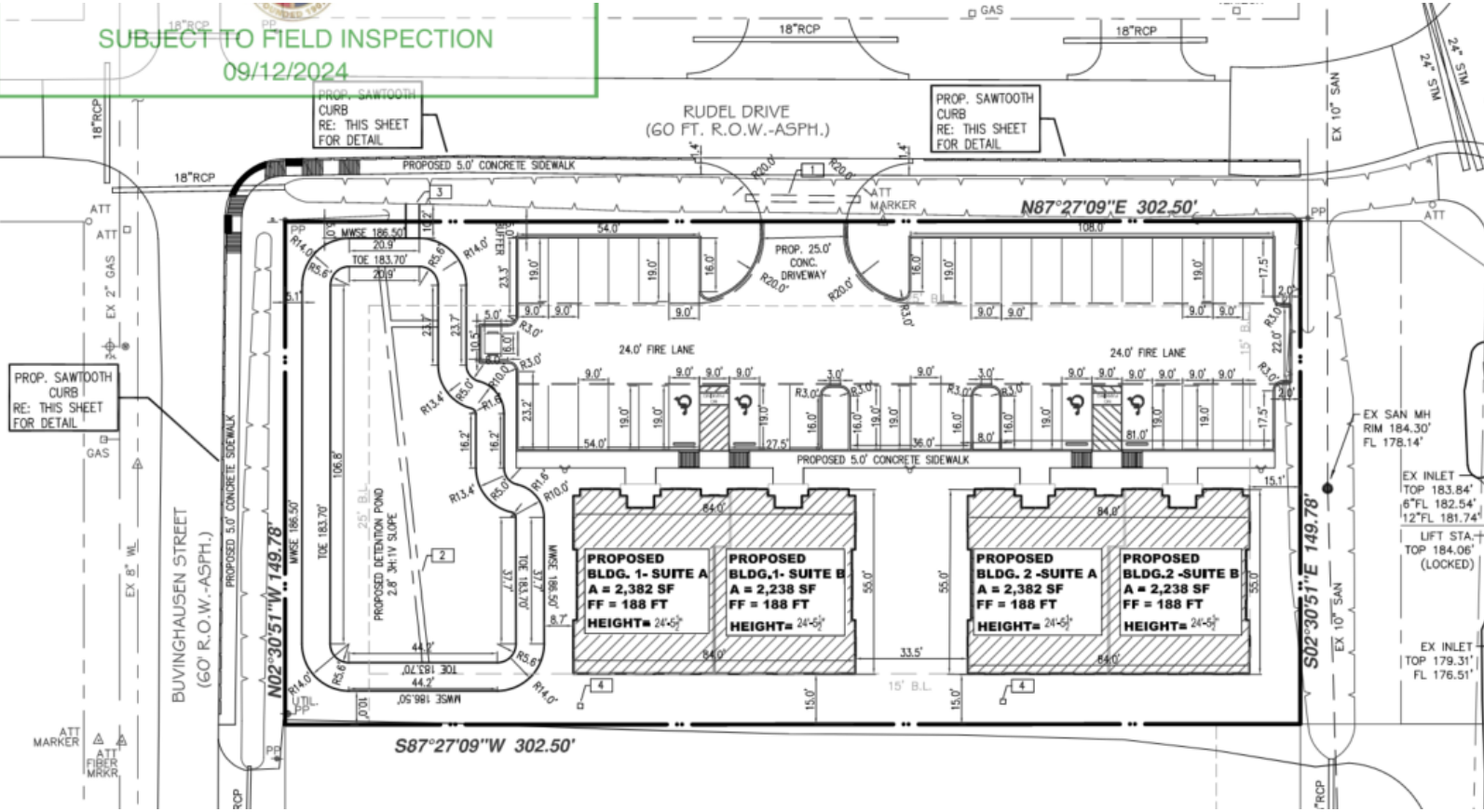
We do not foresee any issues with this CUP as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare have 20 years of experience and the husband is a retired Police Chief of a small town in Nebraska where they are originally are from.

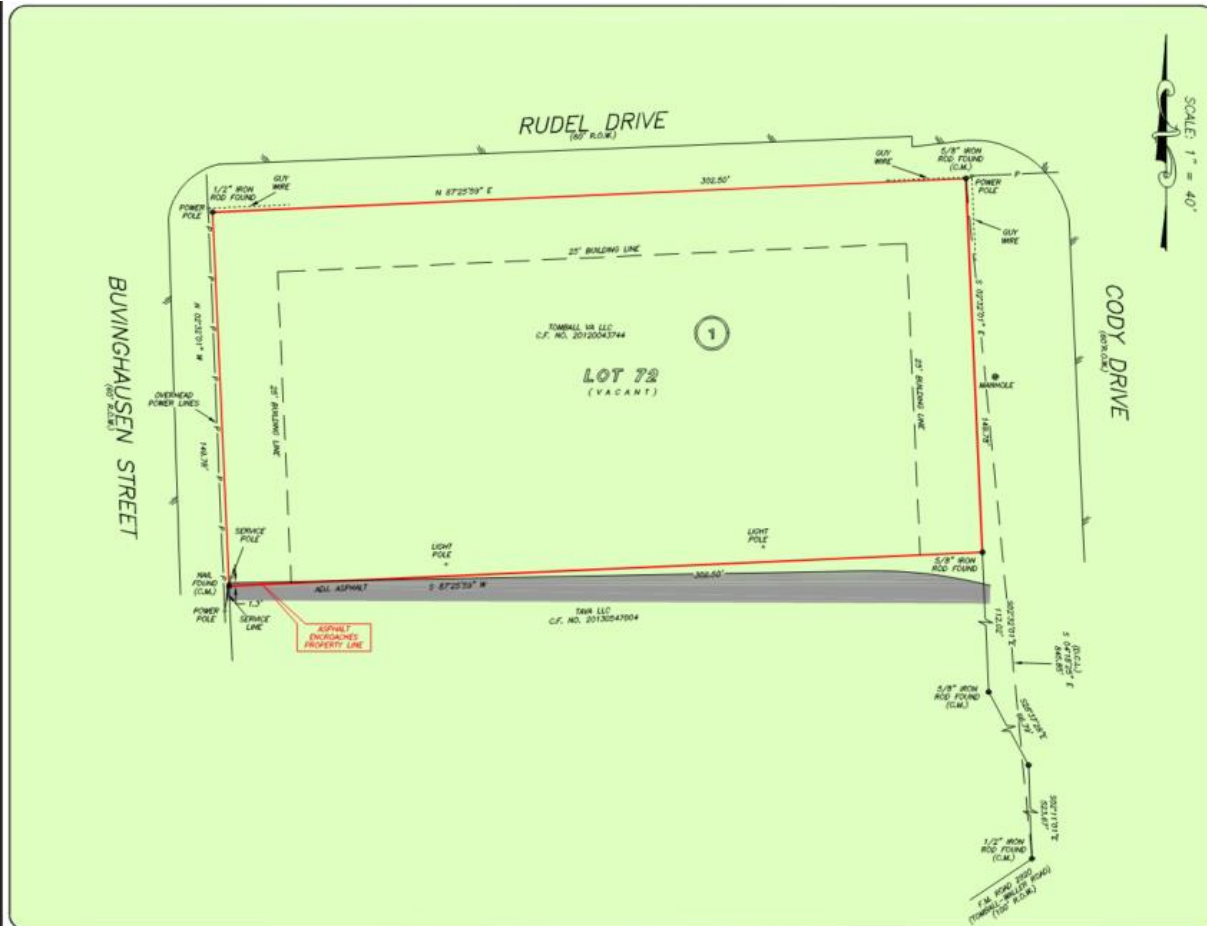
If you have alternative suggestions regarding this request, please share them with me so we can work together to find a workable and effective solution.

Sincerely, Mike Matheson

Red Grip LLC

SUBJECT TO FIELD INSPECTION
09/12/2024





GF. NO. 1609703 STEWART TITLE
 ADDRESS: RUDEL DRIVE
 TOMBALL, TEXAS 77375
 BORROWER: MICHAEL MATHESON

**LOT 72, BLOCK 1
 ACQUEST TOMBALL REPLAT NO. 1**

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
 IN VOLUME 658, PAGE 107 OF THE MAP/PLAT RECORDS
 OF HARRIS COUNTY, TEXAS

NOTE: MAY BE SUBJECT TO DEED RESTRICTIONS AND/OR
 ADDITIONAL GOVERNMENTAL BUILDING REQUIREMENTS.
 NOTE: AN EASEMENT IF ANY, TOGETHER WITH AN ADJACENT
 50' WIDE EXTENDING UPWARD AS PER C.F. NO. 20120163756.



THIS PROPERTY DOES NOT LIE WITHIN THE
 100 YEAR FLOOD PLAIN AS PER FIRM
 PANEL NO. 48201C 0210 L
 MAP REVISION: 06/18/2007
 ZONE
 BASED ONLY ON VISUAL EXAMINATION OF MAPS.
 INACCURACIES OF FEMA MAPS PREVENT EXACT
 DETERMINATION WITHOUT DETAILED FIELD STUDY.

A SUBSURFACE INVESTIGATION
 WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
 METERS BEARING: 101.659, PLS. 450, N.C.M.P.R.
 DRAWN BY: PM

I HEREBY CERTIFY THAT THIS SURVEY
 PLAT CORRECTLY REPRESENTS THE FACTS
 FOUND AT THE TIME OF SURVEY AND THAT
 THIS PROFESSIONAL SERVICE CONFORMS TO
 THE CURRENT TEXAS SOCIETY OF PROFESSIONAL
 SURVEYORS STANDARDS AND SPECIFICATIONS
 FOR A CATEGORY 1A CONTEMPORARY SURVEY.
 JAMES P. WALKOVIAK
 PROFESSIONAL LAND SURVEYOR
 NO. 5971
 EXP. 03/31/2026
 MARCH 31, 2022



	 stewart OF HOUSTON JANE MATHESON 281-357-8277		 PRECISION surveyors	1-800-LANDSURVEY www.precisionsurveyors.com 281-496-1588 FAX 281-496-1867 210-829-6941 FAX 210-829-1555 850 THREEKNEE STREET SUITE 150 HOUSTON, TEXAS 77059 1777 HE LOOP #10 SUITE 600 SAN ANTONIO, TEXAS 78217 FIRM NO. 10063700	
--	--	--	-----------------------------------	---	--

METES AND BOUNDS DESCRIPTION OF 1.0401 ACRE TRACT – RED GRIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

A TRACT OR PARCEL OF LAND CONTAINING 1.0401 ACRE BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSPEH HOUSE SURVEY, ABSTRACT 34 IN HARRIS COUNTY, TEXAS, SAID 1.0401 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 3/8 inch iron rod set with cap marking the Northwest corner of the herein described tract being at the intersection of the East right-of-way line of Buvinghausen Street (60 ft. right-of-way) and the South right-of-way line of Rudel Drive (60 ft. right-of-way);

THENCE North 87 degrees 27 minutes 09 seconds East with the Southerly right-of-way line of said Rudel Drive a distance of 302.50 ft. to a 5/8 inch iron rod found with cap at the Northeast corner of the herein described tract being in the West right-of-way line of Cody Drive (undeveloped);

THENCE South 02 degrees 30 minutes 51 seconds East with the West right-of-way line of said Cody Drive a distance of 149.78 ft. to a 5/8 inch iron rod found with cap marking the Southeast corner of the herein described tract and the Northeast corner of Lot 73;

THENCE South 87 degrees 27 minutes 09 seconds West with the division line between Lots 72 and 73 a distance of 302.50 ft. to a mag nail found in asphalt marking the Southwest corner of the herein described tract, the Northwest corner of Lot 73 in the East right-of-way line of said Buvinghausen Street;

THENCE North 02 degrees 30 minutes 51 seconds West with the Easterly right-of-way line of said Buvinghausen Street a distance of 149.78 ft. to the PLACE OF BEGINNING and containing 1.0401 acre of land.



C. Paul Jones, Sr. R.P.L.S. 5480
P.O. Box 701
Friendswood, Texas 77549
Phone: (713)473-3502
Email: info@timelinesurvey.com
Date: May 1, 2023



City Council Meeting Agenda Item Data Sheet

Meeting Date: February 17, 2025

Topic:

Approve Minutes of February 3, 2025, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

FUNDING (IF APPLICABLE)

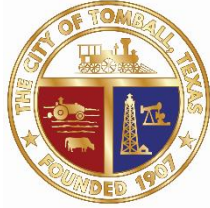
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

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



**Monday, February 03, 2025
5:00 PM**

A. Call to Order

PRESENT

Council 1 John Ford
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

ABSENT

Council 2 Paul Garcia

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracylynn Garcia
City Attorney – Tom Ramsey Jr.
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Police Chief - Jeff Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects - Luisa Taylor
Project Manager - Meagan Mageo

- 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.]*

C. General Discussion

1. Presentation and discussion of the draft Drainage Master Plan was presented by Director of Public Works Drew Huffman.

D. Proposed February 17, 2025, Agenda Items

2. Workshop Discussion Only - Conditional Use Permit Case CUP25-02: Request by PRTI Well Services, Inc., represented by Pickleball Social LLC, for a Conditional Use Permit to allow the land use of “Amusement, commercial (indoor) and (outdoor)” within the City of Tomball’s General Retail (GR) zoning district. This request affects approximately 2.25 acres of land legally described as being a tract of land containing 2.25 acres in the Joseph House League Survey, Abstract No. 34. The property is in the 14200 block (west side) of State Highway 249, within the City of Tomball, Harris County, Texas.
3. Workshop Discussion Only - Approve a service agreement amendment with B & C Constructors, LP through a 1 GPA Contract (Contract No. 24-06DP-01), in the amount of \$193,558 for a total contract amount not-to-exceed \$638,138, 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 Budget.
4. Workshop Discussion Only - Approve a lease extension for one (1) year with Frank and Russell DeNina, for 3.547-acre tract, described as TR R10, Abstract 371 W. Hurd Survey, 0 Mechanic Street, for the daily worker’s site.

E. Future Workshop Items

5. Discuss Council ethics policy.
6. Discuss Arts & Craft Market
7. Discuss Council Rules & Procedures

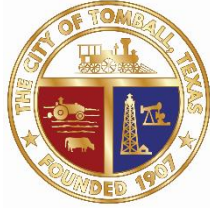
F. Meeting adjourned at 5:48 p.m.

PASSED AND APPROVED this 17th day of February 2025.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, February 03, 2025
6:00 PM**

- A. Mayor L. Klein Quinn called the meeting of the City of Tomball Council to order at 6:00 P.M.

PRESENT

Council 1 John Ford
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

ABSENT

Council 2 Paul Garcia

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracylynn Garcia
City Attorney – Tom Ramsey Jr.
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Police Chief - Jeff Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects - Luisa Taylor
Project Manager - Meagan Mageo

- B. Invocation - Led by Senior Pastor, David Hinkle, Tomball Bible Church
- C. Pledges to U.S. and Texas Flags Council 5 R. Parr
- 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.]

Colleen Pye - comments regarding Kaffeeklatsch
207 Florence St.
Tomball, Texas

Jason Sims - FOIA requests & community
518 Clayton St. concerns
Tomball, Texas

E. Presentations

1. Proclamation - “Tidy Up Tomball Day: A Celebration of Environmental Stewardship and Community Impact”

F. Reports and Announcements

1. Announcements

- I. Upcoming Events:

- February 13, 2025 – Kaffeeklatsch from 8:30 a.m. to 10:00 a.m. @ Tomball Community Center Room
- February 25, 2025 – Sam Houston Trail Riders Annual Reception from noon to 2 p.m. @ Tomball Depot Plaza
- March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. @ Tomball Depot Plaza

2. Reports by City staff and members of council about items of community interest on which no action will be taken:

- I. Finance Director B. Farmer presented the Quarterly Financial Report for period ending December 31, 2024

- II. Finance Director B. Farmer presented the Quarterly Investment Report for the period ending December 31, 2024. The Public Funds Investment Act requires that a report on the City’s cash and investments be presented to the City Council on a quarterly basis.

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 January 20, 2025, Special and Regular City Council meetings.
2. Approve Resolution No. 2025-03, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Regular City Officer's Election, to be Held in the City of Tomball on Saturday, May 3, 2025; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election

Aprobar la Resolución Nro. 2025-03, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball Texas, Ordenando una Elección Regular de Funcionarios Municipales a Celebrarse el sábado 3 de mayo de 2025; Designando los Lugares de Votación y Nombrando a los Oficiales Electorales de tal Elección; Instruyendo que se Notifique Sobre esta Elección; Designando la Fecha de una Elección de Desempate de ser Necesaria; y Proporcionando Detalles Referentes a la Celebración de Tal Elección.

第2025-03

號決議案

TEXAS州TOMBALL市市議會決議案及命令之內容包括：於2025年5月3日

(週六) 在TOMBALL市舉行市政官員常規選舉；為上述選舉指定投票所並任命選舉官員；就發出本選舉之通知作出指示；指定決選舉行日期 (如果需要舉行決選) ；以及就本選舉之舉行事宜作出具體規定。

NGHỊ QUYẾT SỐ 2025-03 NGHỊ QUYẾT VÀ LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ TOMBALL, TEXAS, RA LỆNH TỔ CHỨC MỘT CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG LỆ, ĐƯỢC TỔ CHỨC TẠI THÀNH PHỐ TOMBALL VÀO THỨ BẢY, NGÀY 3 THÁNG 5 NĂM 2025; ÁN ĐỊNH CÁC ĐỊA ĐIỂM BỎ PHIẾU VÀ BỔ NHIỆM CÁC VIÊN CHỨC PHỤ TRÁCH BẦU CỬ CHO CUỘC BẦU CỬ; CHỈ THỊ VIỆC THÔNG BÁO VỀ CUỘC BẦU CỬ; ÁN ĐỊNH NGÀY BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC NẾU CẦN THIẾT; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC TỔ CHỨC CUỘC BẦU CỬ ĐÓ

3. Approve Request from Tidy Up Tomball for City Support and In-Kind Services for the Tidy Up Tomball event in downtown Tomball and nearby areas, on Saturday, April 12, 2025, from 8:00 - 11:30 a.m.

4. Approve Resolution No.2025-04 Authorizing the Application of a Grant, if awarded, from the office of the Governor, Public Safety Office, Criminal Justice Division, for funding assistance through the FY 2026 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation projects and authorizing execution of documents relative to the submission and acceptance of such grant.
5. Approve a Professional Services Agreement with Westwood Professional Services, Inc. for conceptual design services for wayfinding signs, for a not-to-exceed amount of \$32,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.
6. Approve a Professional Services Agreement with Freese & Nichols, Inc. for construction phase services for the South Wastewater Treatment Plant Expansion, Project Number 2023-10003, for a not-to-exceed amount of \$4,764,500, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.
7. Approve a services agreement renewal with North Water District Laboratory Services, Inc. for wastewater sampling and laboratory services for a total not-to-exceed amount of \$75,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.
8. Approve a Professional Services Agreement with PLW Waterworks, LLC for construction phase services of the first work package for the South Wastewater Treatment Plant Expansion (GMP 1) for a not-to-exceed amount of \$9,304,330.21, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.
9. Approve a Service Agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental for sludge hauling and disposal for Fiscal Year 2025, for a not-to-exceed amount of \$145,000 (Bid No. 2024-06), 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 Budget.
10. Adopt, **on First and Only Reading**, Ordinance No. 2025-04, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #3); Approving and Authorizing an Indenture of Trust and

First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve New Business Consent Agenda.

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

Motion carried unanimously.

H. New Business

1. Discussion and possible action to approve the Tomball Police Department Annual Data Capture Report – 2024 and authorize the posting of the information as required by Senate Bill 1074.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr.

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

Motion carried unanimously.

2. Received a presentation from Perdue Brandon Fielder Collins & Mott regarding the City of Tomball’s property tax and municipal court fines and fees collections and hold a discussion.

No action taken.

3. Conduct a public hearing and consideration to approve Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit 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 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

- Mayor opened the Public Hearing at: 6:53 p.m.
- Hearing comments, Mayor closed the Public Hearing at: 6:54 p.m.

Adopt, on First Reading, Ordinance No. 2025-01, 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 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, 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.

No action taken.

4. Conduct a public hearing and consideration to approve Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.
 - Mayor opened the Public Hearing at: 7:26 p.m.
 - Hearing comments, Mayor closed the Public Hearing at: 7:27 p.m.

Adopt, on First Reading, Ordinance No. 2025-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas; providing for a 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.

Motion made by Council 1 Ford, Seconded by Council 4 Covington.

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

Motion carried unanimously.

5. Consider abandonment of a City of Tomball unimproved right-of-way and adopt, on First Reading, Ordinance No. 2025-03, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk's File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas; vacating,

abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the city's interest in said unimproved right-of-way; and containing other provisions relating to the subject.

Motion made by Council 5 Parr, Seconded by Council 1 Ford.

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

Motion carried unanimously.

6. 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. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney
 - Sec 551.076 – Deliberation Regarding Security Devices
 - Executive Session Started: 7:39 PM
 - Executive Session Ended: 9:06 PM

I. Meeting adjourned at 9:06 p.m.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Approve Resolution 2025-05, a Resolution of the City Council of the City of Tomball, Texas, Appointing the City Manager as the Chief Executive Officer and Authorized Representative to Act in All Matters in Connection with the FEMA Hazard Mitigation Grant Program and Committing the City to Provide Matching Funds to Secure and Complete the FEMA Hazard Mitigation Grant.

Background:

Funding has been allocated through the Texas Division of Emergency Management for a FEMA Hazard Mitigation Grant Program (HMGP) for local governments, in response to the April/May 2024 Severe Storms and Flooding. Eligible activities for the grant include the procurement and installation of generators.

During the May 2024 storms, as well as previous storms, the City experienced power loss at multiple lift stations and one water well, which does not currently have back-up generator power. Currently for prolonged power outages staff utilizes a temporary generator that is moved throughout the power outage and during weather events, which can create a dangerous situation for our staff. If the grant is received, permanent generators will be installed at locations that currently do not have a generator. The chart below identifies all locations we are seeking grant funding for generator installation.

Lift Stations	
Name	Address
Hicks Lift Station	1519 Hicks Street
Tomball Hills Lift Station	28106 Chris Lane
Sherwood Forest Lift Station	30203 Wickford Drive
Hunterwood Lift Station	13406 Julia Lane
Snook Lane Lift Station	1035 East Hufsmith Road
Persimmon Lift Station	303 S. Persimmon Street
North Star Lift Station	31530 Capella Circle
Raleigh Creek Lift Station	12526 ½ Zion Road
Broussard Park Lift Station	1414 E. Hufsmith Road
FM 2920 Lift Station	15303 FM 2920
Water Well	
Name	Address
School Street Water Well	707 School Street

Staff has worked with our selected grant administrator, Langford Community Management Services, to begin the grant application process and as part of the requirements the City must adopt a resolution appointing the City Manager as the Chief Executive Officer (CEO) and authorizing the CEO to act in all matters in connection with the FEMA Hazard Mitigation Grant. In addition, by submitting the grant application the City commits to a 25% match of the total grant funds received.

This Resolution will appoint the CEO, authorize the grant application for the FEMA Hazard Mitigation Grant, and commit to a 25% local match for the total grant funds received.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2025-05 approving the 2023 Water and Wastewater Master Plan Update appointing the City Manager as the Chief Executive Officer and authorized representative to act in all matters in connection with the FEMA Hazard Mitigation Grant Program and committing the City to provide matching funds to secure and complete the FEMA Hazard Mitigation Grant.

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

RESOLUTION NO. 2025-05

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPOINTING THE CITY MANAGER AS THE
CHIEF EXECUTIVE OFFICER AND AUTHORIZED
REPRESENTATIVE TO ACT IN ALL MATTERS IN
CONNECTION WITH THE FEMA HAZARD MITIGATION
GRANT PROGRAM (HMGP) AND COMMITTING THE CITY TO
PROVIDE MATCHING FUNDS TO SECURE AND COMPLETE
THE FEMA HAZARD MITIGATION GRANT.**

* * * * *

WHEREAS, the City of Tomball, Texas is developing applications for FEMA Hazard Mitigation Grant Program (HMGP) funds to protect public and or private property within the City to prevent or reduce future loss of lives or property; and

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grant; and

WHEREAS, FEMA Mitigation Fund applicants are required to commit 25% or more matching funds to secure and complete the FEMA Mitigation Grant;

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

SECTION 1. That the City of Tomball, Texas is authorized to submit an application for FEMA Hazard Mitigation Assistance Grant Funds.

SECTION 2. That the City Manager be appointed the Chief Executive Officer and Authorized Representative to act on behalf of the city in all matters in connection with the FEMA Mitigation Project.

SECTION 3. That the City is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

PASSED, APPROVED, AND RESOLVED this ___ day of FEBRUARY 2025.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Approve Resolution 2025-06, a Resolution of the City Council of the City of Tomball, Texas, authorizing the submission of a Community Development Block Grant – Disaster Recovery Reallocation Program (DRRP) application to the General Land Office; and authorizing the City Manager to act as the Chief Executive Officer and Authorized Representative in all manners pertaining to the City’s participation in the Community Development Block Grant – DRRP.

Background:

The Community Development Block Grant – Disaster Recovery Reallocation Program (CDBG-DRRP) is a program to use de-obligated and unutilized Community Development Block Grant for Disaster Recovery (CDBG-DR) funds to provide the opportunity for communities with outstanding unmet need to access remaining funds allocated through the U.S. Department of Housing and Urban Development (HUD). Project submissions were limited to areas impacted by certain disasters dating back to 2008. The minimum award amount per project is \$500,000 and the maximum award amount is \$2,000,000. The City submitted a project to the reallocation for the 2016 Floods and Storms program.

As the grant application required pre-authorization, the City submitted a preliminary application to the General Land Office on December 5, 2024 for a drainage infrastructure project in an area impacted by the 2016 floods. The City received our formal invitation to apply for the CDBG-DRRP, Project DRRP-293-1433 on January 17, 2025. Staff immediately began preparations to submit the grant application due the quick submission deadline of April 4, 2025, including procurement of a grant administrator.

The City has been invited to apply for a grant of up to \$1,350,000, with a 10% local match required. Staff reviewed the Drainage Master Plan to select a project that met all grant application criteria and aligns with the available funding. The proposed project for the DRRP grant is the "M118 Channel Improvements Phase I" drainage improvement project. The project was selected due to a previous award from the CDBG- DR grant for 2016 floods in the same area and it allows for additional drainage improvements to be completed in the area to reduce flooding.

The project aims to provide flooding relief for areas north of the identified channel, particularly along Lizzie Lane. The scope of work includes widening and deepening the existing drainage channel south of Lizzie Lane, reconstructing the outfall connection to S. Persimmon, and constructing a lateral channel from Lizzie Lane to the existing drainage channel, along with upgrading cross culverts. The table below outlines the cost breakdown for the proposed project.

Element	Cost
Grant Administration	\$105,000
Engineering	\$145,000
Construction	\$1,095,625
Contingency	\$139,375
Total Project Cost: \$1,485,000	

Resolution No. 2025-06 authorizes the submission of a Community Development Block Grant – Disaster Recovery Reallocation Program applications and authorizes the City Manager to act as the Chief Executive Office and authorized representative.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2025-06 authorizing the submission of a Community Development Block Grant – Disaster Recovery Reallocation Program applications and authorizes the City Manager to act as the Chief Executive Office and authorized representative.

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

RESOLUTION NO. 2025-06

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS AUTHORIZING THE SUBMISSION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER
RECOVERY REALLOCATION PROGRAM APPLICATION TO
THE GENERAL LAND OFFICE; AND AUTHORIZING THE CITY
MANAGER AS THE CHIEF EXECUTIVE OFFICER AND
AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS
PERTAINING TO THE CITY’S PARTICIPATION IN THE
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER
RECOVERY REALLOCATION PROGRAM.**

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas desires to develop a thriving, viable community, strengthen infrastructure, provide a suitable living environment, and expand economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of City/County to apply for funding under the Community Development Block Grant Mitigation Program;

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

SECTION 1. That a Community Development Block Grant Program application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant – DRRP.

SECTION 2. That the application is for the CDBG-DRRP to carry out Infrastructure Activities.

SECTION 3. That the grant amount be up to the maximum allowed by the CDBG-DRRP program and may include a minimum one percent (10%) match.

SECTION 4. That the City Council directs and designates the City Manager as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Community Development Block Grant – Disaster Recovery Reallocation Program.

PASSED, APPROVED, AND RESOLVED this ___ day of FEBRUARY 2025.

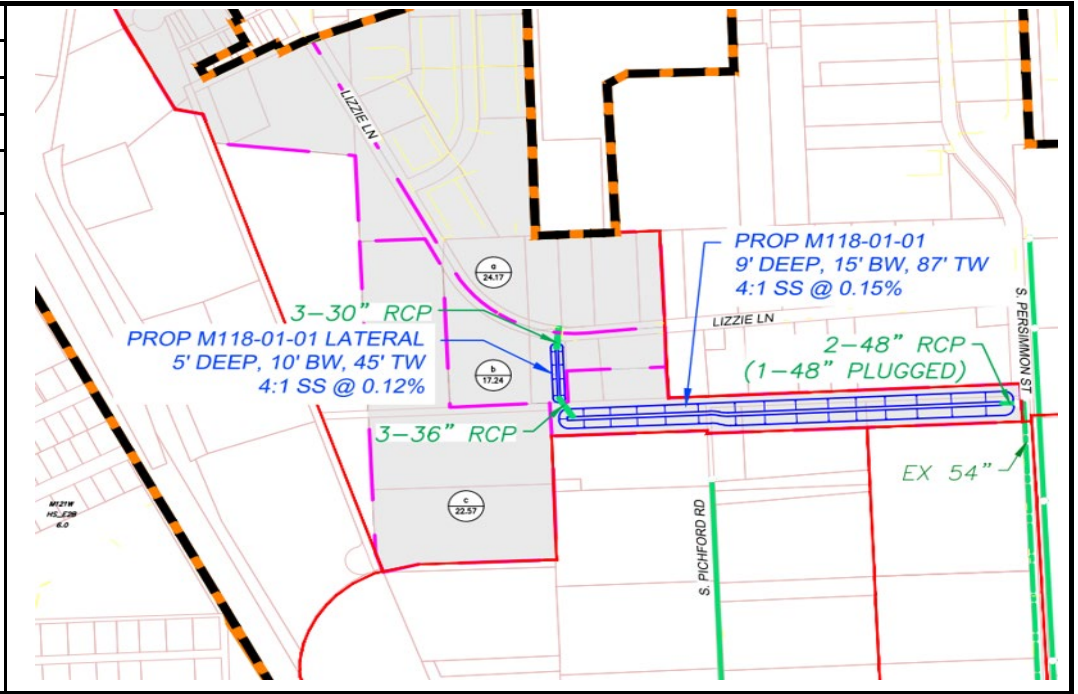
Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

Capital Improvement Project

Project Name	M118 Channel Improvements Phase 1
Project Number	NEW
Priority	HIGH
Department	400-154-Streets
Description/Justification	
<p>Phase one of the M118 Channel Improvement project is proposed to provide relief for upper portions of the M118 Basin along S. Persimmon, specifically Lizzie Lane. The proposed project is to widen and deepen the existing drainage channel located on the south side of Lizzie Lane, by reconstructing outfall connection to S. Persimmon storm sewer system. Additionally, the project proposes to construct the lateral channel from Lizzie Lane to existing drainage channel and upgrade Lizzie Lane cross culvert.</p>	



PROJECT COSTS	FY 2024 & Prior	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	5-Year Total	Total Project Cost
Land/Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering/Architecture	\$ -	\$ -	\$ 142,875	\$ -	\$ -	\$ -	\$ 142,875	\$ 142,875
Construction	\$ -	\$ -	\$ -	\$ 1,095,625	\$ -	\$ -	\$ 1,095,625	\$ 1,095,625
TOTAL COST	\$ -	\$ -	\$ 142,875	\$ 1,095,625	\$ -	\$ -	\$ 1,238,500	\$ 1,238,500

FUNDING SOURCES	FY 2024 & Prior	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ 142,875	\$ 1,095,625	\$ -	\$ -	\$ 1,238,500	\$ 1,238,500
TOTAL FUNDING	\$ -	\$ -	\$ 142,875	\$ 1,095,625	\$ -	\$ -	\$ 1,238,500	\$ 1,238,500



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

January 17, 2025

The Honorable Lori Quinn
Mayor, City of Tomball
401 Market St
Tomball, Texas 77375

RE: Disaster Recovery Reallocation Program Invitation to Apply for Project DRRP-293-1433

Dear Mayor Quinn:

The Texas General Land Office (GLO) has completed the review of all submissions from the call for projects for the Disaster Recovery Reallocation Program (DRRP). As a result of this review, the GLO is inviting the city of Tomball to apply through our Texas Integrated Grant Reporting (TIGR) Portal for funding of the following:

- \$1,350,000.00 for Flood and Drainage
- Impacted by 2016 Floods

This TIGR Portal application will be required to match the call for projects submission for the above referenced project including the following:

- CDBG-DR amount: \$1,350,000.00;
- Activity type: Flood and Drainage;
- 2016 Floods tie-back;
- Non-CDBG leveraged amount of \$150,000.00;
- National objective utilized: Low- and Moderate-Income (LMI);
- Project located within Tomball;
- Contract completion timeline of 24 months; and
- Confirmation that a financial audit has been completed for the most recently completed fiscal year.

Changes between the initial call for project submission and the project application will jeopardize project eligibility.

The DRRP application will be available on the TIGR Portal on Monday, February 3, 2025. The application submission is due Friday, April 4, 2025, at 5:00 p.m. Failure to submit the application by the deadline will forfeit this invitation. Additional details on the application process may be

found on the GLO's website ([LINK](#)). To avoid delays with application submission, please ensure that all of the appropriate individuals for your jurisdiction have access to the TIGR Portal. Access must be requested by the jurisdiction through the TIGR Access Form located on the GLO's website. Please contact the GLO via email at cdr@recovery.texas.gov with any questions regarding the DRRP program.

To accept or decline this invitation to apply for the DRRP, please sign, and return the enclosed form by January 24, 2025 5:00 p.m. If the enclosed form is not returned by the deadline, the invitation to apply will be withdrawn.

Sincerely,

A handwritten signature in black ink that reads "Heather Lagrone". The signature is written in a cursive, flowing style.

Heather Lagrone, Senior Deputy Director
Community Development and Revitalization

Enclosure: DRRP Funding Acknowledgement Form

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Approve a contract with Texas Wall Systems, LLC (DBA TWL, LLC) for the construction of the alley amenities for E&P Project 2017-10033 (RFP 2024-14) for a not-to-exceed amount of \$405,814, authorize the expenditure of funds therefor, and authorize the City Manager to execute contract. The amount is included in the Fiscal Year 2024-2025 Tomball Economic Development Budget.

Background:

The Tomball Economic Development Corporation contracted with Civil Systems Engineering and Kimley Horn to complete the design of the alley amenities as the final phase of the Alley Improvement Project for the 100 blocks north and south and 200 block north. The amenities designed will include entry monument signage, lighting, and landscaping. Funds for completing the proposed project were allocated in the Fiscal Year 2024-2025 Tomball Economic Development budget and will be paid to the City of Tomball as City staff will be managing the construction for this phase of the project.

To obtain the most favorable pricing and in accordance with the City’s Procurement Policy, sealed proposals were solicited for the completion of the construction, with information available online through CivCast. A total of three (3) proposals were received, and the City enter into negotiations with TWL. The lowest responsible proposer was identified as TWL, LLC. for a total amount not-to-exceed \$577,711, for all the base proposal and alternative. The City entered into negotiations with TWL to obtain the Best and Final Offer based on the scope of work. Following the Best and Final Offer, the total not-to-exceed contract amount to be awarded to TWL is \$405,814, and this includes removal of the entry arches.

Item	Cost
Base Proposal: 100 Blocks North and South & 200 Block North	\$405,814
Alternate One: Entry Arches	EXCLUDED
Total Contract:	\$405,814
Total Budgeted Funds:	\$1,000,000

Origination: Project Management

Recommendation:

Staff recommends approving the City Manager to execute a contract with Texas Wall System, LLC for the construction of the Alley amenities, for a not-to-exceed amount of \$405,814.

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

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

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

Document 00520

AGREEMENT

Project: Alley Improvement Project – Amenity Package

Project Location: South 100 Block (alley between S Walnut St, S Elm St, W Main St, and Market St)

North 100 Block (alley between N Walnut St, N Elm St, W Main St, and Commerce St)

North 100 Block (alley between N Walnut St, N Cherry St, W Main St, and Commerce St)

Project Proposal No: 2024-11

E&P Project No: 2017-10033

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

and

Contractor: TWL Construction

(Address for Written Notice) P.O. BOX 2289, TOMBALL, TX 77377

Fax Number: _____

City Landscape Architect is: KIMLEY-HORN

(Address for Written Notice) 11700 KATY FREEWAY, SUITE 800, HOUSTON, TX 77079

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 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 \$ 405,814.00 which includes Alternates, if any, accepted below.
- 3.2 The City accepts Alternates as follows:
Alternate No. 1 Not Applicable

**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 the entire unpaid balance of Contract Price for work performed and as adjusted by approved Change Orders, 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.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

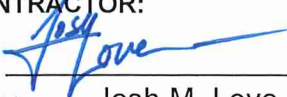
- 7.1 The following documents are incorporated into this Agreement:
 - 7.1.1 Document 00700 - General Conditions
 - 7.1.2 Document 00800 - Supplementary Conditions
 - 7.1.3 General Requirements.
 - 7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.
 - 7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.
 - 7.1.6 Addenda which apply to the Contract, are as follows:
 - Addendum No. 1, dated [_____]
 - Addendum No. 2, dated [_____]
 - 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
[] 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 _____.

CONTRACTOR:	(If Joint Venture)
By: <u></u>	By: _____
Name: <u>Josh M. Love</u>	Name: _____
Title: <u>Vice President</u>	Title: _____
Date: <u>2/10/2025</u>	Date: _____
Tax Identification Number: <u>46-566739</u>	Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: 

CITY OF TOMBALL, TEXAS:

By: _____	Date: _____
City Manager	

ATTEST/SEAL:

[SEAL]

Attest: _____
City Secretary

Date: _____

Date: _____

END OF DOCUMENT

City of Tomball
501 James Street
Tomball, TX 77375

Attn: Drew Huffman, Director of Public Works

Re: City of Tomball E&P 2017-10033
Improvement Project – Amenity Package
Project Proposal No. 2024-14

Dear Mr. Huffman,

A notice of Intent to Negotiate was submitted to TWL Construction January 2, 2025. Value engineering and negotiation with the apparent Successful Respondent was finalized February 5, 2025. During negotiations it was determined Alternate 1 will not be accepted.

A best and final offer was submitted by TWL Construction on February 5, 2025 for a total amount of \$405,814.00.

The proposal submitted by TWL Construction shows no signs of imbalance. Therefore, we pose no objection to the recommendation of awarding the construction contract for City of Tomball Alley Improvement Project – Amenity Package to TWL Construction.

If you have any questions, please do not hesitate to contact us.

Sincerely,



Jim Patterson, PLA LEED AP
Landscape Architect of Record

Enclosure: 2017-10033_00410_BAFO

Document 00410A

PROPOSAL FORM - PART A

To: **The Honorable Mayor and City Council of the City of Tomball City Hall**
401 Market Street
Tomball, Texas 77375
 Project: City of Tomball - Alley Improvement Project - Amenity Package
 Project Proposal No.: 2024-14
 E&P Project No.: 2017-10033
 Contractor: TEXAS WALL SYSTEMS dba TWL CONSTRUCTION LLC

1.0 OFFER

- A. **Total Proposal Price:** Having examined the Project location and all matters referred to in Proposal Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Proposal Price shown on the signature page of this Document
- B. **Security Deposit:** Included with the Proposal is a Security Deposit in the amount of 10 percent of the Total Proposal Price subject to terms described in Document 00200 – Instructions, Submission Requirements, and Procedures.
- C. **Period for Proposal Acceptance:** This offer is open to acceptance and is irrevocable for 90 days from Proposal Date. That period may be extended by mutual written agreement of the City and Contractor.
- D. **Addenda:** All Addenda have been received. Modifications to Proposal Documents have been considered and all related costs are included in the Total Proposal Price.
- E. **Proposal Supplements:** The following documents are attached:
 Security Deposit (as defined in Document 00200 – Instructions, Submission Requirements, and Procedures)
 Document 00453 – Statement of Residency
 Document 00455 - Affidavit of Ownership or Control
 Page 00809-63, Request for Contractor Clearance
 Others as listed:

2 CONTRACT TIME

- A. If offer is accepted, Contractor shall achieve Date of Substantial Completion within **180 days** after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Document 00410B

PRICE FORM - PART B

1 TOTAL PRICE HAS BEEN CALCULATED BY RESPONDANT, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

A. **STIPULATED PRICE:** \$0.00
 (Total Proposal Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates, if any)

B1. BASE UNIT PRICE TABLE - GENERAL CONSTRUCTION & SITE PREPARATION ITEMS						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES
1	01502	MOBILIZATION	LS	1	\$5,099.70	\$5,099.70
2	01555	TRAFFIC CONTROL AND REGULATION	LS	1	\$715.00	\$715.00
3	01562	SITE PROTECTION	LS	1	\$1,430.00	\$1,430.00
4	01740	SITE RESTORATION	LS	1	\$5,200.00	\$5,200.00
5	02922	SOD - ALL ALLEYS	SY	110	\$8.75	\$962.50
TOTAL B1. BASE UNIT PRICES - GENERAL CONSTRUCTION & SITE PREPARATION ITEMS						\$13,407.20

B2. BASE UNIT PRICE TABLE - PAVING ITEMS - ALL EXCAVATION, FILL & SUBGRADE PREP IS INCIDENTAL TO CONCRETE PAVING AND RAMPS						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES
6	02775	NORTH 200: CONCRETE SIDEWALK (4.5-INCH)	SF	80	\$14.30	\$1,144.00
7	DWGS	NORTH 200: SIDEWALK PAVER BAND	LF	35	\$80.00	\$2,800.00
8	2775	NORTH 200: WHEELCHAIR RAMP INCL CURBS & TRUNCATED DOMES	EA	2	\$1,200.00	\$2,400.00
9	2775	SOUTH 100: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	750	\$14.30	\$10,725.00
10	2775	NORTH 100: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	760	\$18.00	\$13,680.00
11	2775	NORTH 200: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	39	\$14.60	\$569.40
12	DWGS	SOUTH 100: DECORATIVE SAWCUT JOINTS (.75-INCH)	LF	130	\$4.30	\$559.00
13	DWGS	NORTH 100: DECORATIVE SAWCUT JOINTS (.75-INCH)	LF	140	\$4.30	\$602.00
14	DWGS	NORTH 200: DECORATIVE SAWCUT JOINTS (.75-INCH)	LF	24	\$4.30	\$103.20
15	DWGS, 02775	CONCRETE SIDEWALK PLAZA MOCKUPS INCL SAWCUT JOINTS	LS	1	\$1,715.00	\$1,715.00
TOTAL B2. BASE UNIT PRICES - PAVING ITEMS						\$34,297.60

B3. BASE UNIT PRICE TABLE - SPECIAL ITEMS (INCL ALL COMPONENTS, CONNECTIONS & FITTINGS AS REQUIRED TO PROVIDE A COMPLETE FUNCTIONAL ITEM)						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES
16	DWGS	CONCRETE FOUNDATION & PIER CAP FOR LIGHTED MONUMENT	EA	6	\$4,300.00	\$25,800.00
17	DWGS, 04200	MASONRY PEDESTAL FOR LIGHTED MONUMENT	EA	6	\$5,070.00	\$30,420.00
18	DWGS, 05505	SIGN CABINET FOR LIGHTED MONUMENT INCL ANCHOR TO PEDESTAL (NOT INCL ELECTRICAL/LIGHTING)	EA	6	\$34,475.00	\$206,850.00
19	DWGS	SOUTH 100: CONCRETE FOUNDATIONS FOR MASONRY SEATWALLS (THREE TOTAL)	LS	1	\$5,145.00	\$5,145.00
20	DWGS, 04200	SOUTH 100: MASONRY SEATWALLS (THREE TOTAL)	LS	1	\$4,025.00	\$4,025.00
21	DWGS	NORTH 100: CONCRETE FOUNDATIONS FOR MASONRY SEATWALLS (THREE TOTAL)	LS	1	\$5,145.00	\$5,145.00
22	DWGS, 04200	NORTH 100: MASONRY SEATWALLS (THREE TOTAL)	LS	1	\$4,650.00	\$4,650.00
23	DWGS	NORTH 200: CONCRETE FOUNDATIONS FOR MASONRY SEATWALLS (TWO TOTAL)	LS	1	\$3,430.00	\$3,430.00
24	DWGS, 04200	NORTH 200: MASONRY SEATWALLS (TWO TOTAL)	LS	1	\$2,430.00	\$2,430.00
TOTAL B3. BASE UNIT PRICES - SPECIAL ITEMS						\$287,895.00

B4. BASE UNIT PRICE TABLE - ELECTRICAL & LIGHTING (INCL ALL COMPONENTS, CONNECTIONS & FITTINGS AS REQUIRED TO PROVIDE A COMPLETE FUNCTIONAL SYSTEM). METER & POWER DROP COORDINATED BY CONTRACTOR, INSTALLED BY CENTERPOINT						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES
25	DWGS	SOUTH 100: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$20,725.00	\$20,725.00
26	DWGS	NORTH 100: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$20,000.00	\$20,000.00
27	DWGS	NORTH 200: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$19,300.00	\$19,300.00
TOTAL B4. BASE UNIT PRICES - ELECTRICAL & LIGHTING						\$60,025.00

SUMMARY B1 - B4

B1. BASE UNIT PRICE TABLE - GENERAL CONSTRUCTION & SITE PREPARATION ITEMS	\$13,407.20
B2. BASE UNIT PRICE TABLE - PAVING ITEMS	\$34,285.90
B3. BASE UNIT PRICE TABLE - SPECIAL ITEMS	\$287,895.00
B4. BASE UNIT PRICE TABLE - LIGHTING & ELECTRICAL	\$60,025.00
TOTAL B1 - B4	\$395,613.10

C. EXTRA UNIT PRICE TABLE

ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES
28	DWGS	EXTRA SOD AS REQUIRED	SY	1	\$6.50	\$6.50
29	DWGS, 02775	EXTRA CONCRETE SIDEWALK	SF	1	\$14.30	\$14.30
30	DWGS	EXTRA SIDEWALK PAVER BAND	LF	1	\$83.50	\$83.50
31	DWGS, 02775	EXTRA CONCRETE SIDEWALK PLAZA	SF	1	\$14.30	\$14.30
32	DWGS	EXTRA DECORATIVE SAWCUT JOINTS	LF	1	\$4.30	\$4.30
33	DWGS	EXTRA COBBLESTONE SURFACE & CONCRETE SUBSLAB	SF	1	\$78.00	\$78.00
34	DWGS	EXTRA UTILITY EXPLORATION	EA	2	\$5,000.00	\$10,000.00
TOTAL EXTRA UNIT PRICES						\$10,200.90

D. CASH ALLOWANCE TABLE

CASH ALLOWANCE NO.	CASH ALLOWANCE SHORT TITLE	Cash Allowance in Figures
1	HCED PERMIT FEE	Not Applicable
TOTAL CASH ALLOWANCES		None

E.ALTERNATES TABLE


BID ALTERNATE 1. Entry Arches and related lighting/electrical and Cobblestone Surface						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁵⁾	TOTAL IN FIGURES
4.1	DWGS	SOUTH 100: COBBLESTONE SURFACE INCL- CONCRETE SUBSLAB	SF	90	\$78.00	\$7,020.00
4.2	DWGS	NORTH 100: COBBLESTONE SURFACE INCL- CONCRETE SUBSLAB	SF	146	\$78.00	\$11,388.00
4.3	DWGS	NORTH 200: COBBLESTONE SURFACE INCL- CONCRETE SUBSLAB	SF	18	\$78.00	\$1,404.00
4.4	DWGS	COBBLESTONE CONCRETE PAVING-MOCKUPS	LS	4	\$2,575.00	\$2,575.00
4.5	DWGS	CONCRETE FOUNDATION FOR ENTRY ARCH- (TWO PIERS PER ARCH)	EA- ARCH	6	\$1,850.00	\$11,100.00
4.6	DWGS, 05505	ENTRY ARCH FABRICATION & INSTALLATION- (NOT INCL ELECTRICAL/LIGHTING)	EA	6	\$23,500.00	\$141,000.00
4.7	DWGS	LIGHTING/ELECTRICAL FOR SIGN LIGHT B w/- ALL RELATED CONTROLS & WIRING	EA	6	\$1,235.00	\$7,410.00
TOTAL ALTERNATE E1						\$181,897.00

F. 1. TOTAL PROPOSAL PRICE (Add Totals for Items A, B, C, D above) \$405,814.00

2. TOTAL PROPOSAL PRICE (Add Totals for Items E above) \$405,814.00

2 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Proposal Price.

Contractor: TEXAS WALL SYSTEMS, LLC dba TWL CONSTRUCTION
(Print or type full name of your proprietorship, partnership, corporation, or joint venture*)

**By:  01/30/2025
Signature Date

Name: JOSH M. LOVE EXECUTIVE VICE PRESIDENT
(Print or type name) Title

Address: P.O. BOX 2289, TOMBALL, TX 77377
(Mailing)

11614 BOUDREAUX ROAD, TOMBALL TX 77375
(Street, if different)

Telephone and Fax Number:

* If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

** Contractor certifies that the only person or parties interested in this offer as principals are those named above. Contractor has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal.

Notes:

- (1) Fixed Unit Price determined prior to Proposal. Cannot be adjusted by the Contractor.
- (2) Minimum Proposal Price determined prior to Proposal. Can be increased by the Contractor by crossing out the Minimum and noting revised price on the line above.
- (3) Maximum Proposal Price determined prior to Proposal. Can be decreased by Contractor by crossing out the Maximum and noting revised price on the line above.
- (4) Fixed Range Unit Price determined prior to Proposal. Unit Price can be adjusted by Contractor to any amount within the range defined by crossing out prices noted and noting revised price on the line above.
- (5) In the event of a discrepancy, this column shall govern.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

January 10, 2025

City of Tomball
Attn: Mr. Drew Huffman, Director of Public Works
501 James Street
Tomball, TX 77375

Re: City of Tomball E&P 2017-10033
Alley Improvement Project – Amenity Package. Project Proposal No. 2024-14

Dear Mr. Huffman,

On December 10, 2024, a total of three (3) proposals were received via Civcast and opened for the Alley Improvement Project – Amenity Package project in accordance with the Notice of Competitive Seal Proposal (CSP). This process allows for selection over and above traditional Lowest Qualified Bid such as approach, projected schedule and local experience.

A selection committee conducted an evaluation of the 3 proposals received, December 16, 2024, using the predetermined criteria listed within the CSP, with final scoring tabled below.

	TWL Construction	Newman Construction	Jerdon Enterprise, L.P.
Evaluator 1	88	65	79
Evaluator 2	95	68	80
Evaluator 3	92	64	81
Total	275	197	240

Based on the scoring and discussions with the selection committee it was determined the option for interviewing the top-ranking respondents would not be necessary. It was recommendation of the committee to begin negotiations for award to TWL Construction.

The proposal submitted by TWL Construction included all required data and pricing showed no signs of imbalance. Therefore, we pose no objection to the recommendation of entering into negotiations with TWL Construction for final award of the construction contract.

A notice of Intent to Negotiate was submitted to TWL Construction on January 2, 2025. Pending value engineering and final negotiations, it is anticipated the final contract will be a Unit Cost format with a not to exceed amount of \$577,711.00, as submitted by TWL Construction.

If you have any questions, please do not hesitate to contact us.

Sincerely,



Jim Patterson, PLA, LEED AP
Landscape Architect of Record

Enclosure: 2017-10033_Proposal Tabulation

cc: Kelly Viollette, Director, Tomball Economic Development Corporation
Kyle Bertrand, PE, Vice President, Civil Systems Engineering

Item	Description	Unit	Quantity	TWL Construction	Total	Newman Construction	Total	Jerdon Enterprise, L.P.	Total
Base Bid									
B1. GENERAL CONSTRUCTION & SITE PREPARATION ITEMS									
1	MOBILIZATION	LS	1	\$5,099.70	\$5,099.70	\$80,000.00	\$80,000.00	\$39,920.87	\$39,920.87
2	TRAFFIC CONTROL AND REGULATION	LS	1	\$715.00	\$715.00	\$4,600.00	\$4,600.00	\$15,500.00	\$15,500.00
3	SITE PROTECTION	LS	1	\$1,430.00	\$1,430.00	\$5,700.00	\$5,700.00	\$12,000.00	\$12,000.00
4	SITE RESTORATION	LS	1	\$5,200.00	\$5,200.00	\$6,600.00	\$6,600.00	\$17,500.00	\$17,500.00
5	SOD - ALL ALLEYS	SY	110	\$8.75	\$962.50	\$40.00	\$4,400.00	\$7.25	\$797.50
Sub Totals					\$13,407.20		\$101,300.00		\$85,718.37
B2. PAVING ITEMS									
6	NORTH 200: CONCRETE SIDEWALK (4.5-INCH)	SF	80	\$14.30	\$1,144.00	\$20.00	\$1,600.00	\$26.00	\$2,080.00
7	NORTH 200: SIDEWALK PAVER BAND NORTH 200: WHEELCHAIR RAMP INCL CURBS & TRUNCATED	LF	35	\$80.00	\$2,800.00	\$30.00	\$1,050.00	\$89.00	\$3,115.00
8	DOMES	EA	2	\$1,200.00	\$2,400.00	\$2,600.00	\$5,200.00	\$1,450.00	\$2,900.00
9	SOUTH 100: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	750	\$14.30	\$10,725.00	\$20.00	\$15,000.00	\$23.00	\$17,250.00
10	NORTH 100: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	760	\$18.00	\$13,680.00	\$20.00	\$15,200.00	\$20.00	\$15,200.00
11	NORTH 200: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	39	\$14.30	\$557.70	\$20.00	\$780.00	\$19.00	\$741.00
12	SOUTH 100: DECORATIVE SAWCUT JOINTS (.75-INCH)	LF	130	\$4.30	\$559.00	\$30.00	\$3,900.00	\$1.10	\$143.00
13	NORTH 100: DECORATIVE SAWCUT JOINTS (.75-INCH)	LF	140	\$4.30	\$602.00	\$30.00	\$4,200.00	\$1.10	\$154.00
14	NORTH 200: DECORATIVE SAWCUT JOINTS (.75-INCH) CONCRETE SIDEWALK PLAZA MOCKUPS INCL SAWCUT	LF	24	\$4.30	\$103.20	\$30.00	\$720.00	\$1.10	\$26.40
15	JOINTS	LS	1	\$1,715.00	\$1,715.00	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00
Sub Totals					\$34,285.90		\$50,650.00		\$43,259.40
B3. SPECIAL ITEMS									
16	CONCRETE FOUNDATION & PIER CAP FOR LIGHTED MONUMENT	EA	6	\$4,300.00	\$25,800.00	\$1,000.00	\$6,000.00	\$1,450.00	\$8,700.00
17	MASONRY PEDESTAL FOR LIGHTED MONUMENT SIGN CABINET FOR LIGHTED MONUMENT INCL ANCHOR TO	EA	6	\$5,070.00	\$30,420.00	\$3,000.00	\$18,000.00	\$2,750.00	\$16,500.00
18	PEDESTAL (NOT INCL ELECTRICAL/LIGHTING) SOUTH 100: CONCRETE FOUNDATIONS FOR MASONRY	EA	6	\$34,475.00	\$206,850.00	\$15,000.00	\$90,000.00	\$15,000.00	\$90,000.00
19	SEATWALLS (THREE TOTAL)	LS	1	\$5,145.00	\$5,145.00	\$1,520.00	\$1,520.00	\$3,600.00	\$3,600.00
20	SOUTH 100: MASONRY SEATWALLS (THREE TOTAL) NORTH 100: CONCRETE FOUNDATIONS FOR MASONRY	LS	1	\$4,025.00	\$4,025.00	\$7,600.00	\$7,600.00	\$16,000.00	\$16,000.00
21	SEATWALLS (THREE TOTAL)	LS	1	\$5,145.00	\$5,145.00	\$1,760.00	\$1,760.00	\$5,500.00	\$5,500.00
22	NORTH 100: MASONRY SEATWALLS (THREE TOTAL) NORTH 200: CONCRETE FOUNDATIONS FOR MASONRY	LS	1	\$4,650.00	\$4,650.00	\$8,800.00	\$8,800.00	\$16,000.00	\$16,000.00
23	SEATWALLS (TWO TOTAL)	LS	1	\$3,430.00	\$3,430.00	\$960.00	\$960.00	\$3,500.00	\$3,500.00
24	NORTH 200: MASONRY SEATWALLS (TWO TOTAL)	LS	1	\$2,430.00	\$2,430.00	\$4,800.00	\$4,800.00	\$11,000.00	\$11,000.00
Sub Totals					\$287,895.00		\$139,440.00		\$170,800.00
B4. ELECTRICAL & LIGHTING ITEMS									
25	SOUTH 100: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$20,725.00	\$20,725.00	\$44,600.00	\$44,600.00	\$46,500.00	\$46,500.00
26	NORTH 100: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$20,000.00	\$20,000.00	\$48,620.00	\$48,620.00	\$46,000.00	\$46,000.00
27	NORTH 200: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$19,300.00	\$19,300.00	\$43,000.00	\$43,000.00	\$46,500.00	\$46,500.00
Sub Totals					\$60,025.00		\$136,220.00		\$139,000.00
C. EXTRA UNIT PRICE ITEMS									
28	EXTRA SOD AS REQUIRED	SY	1	\$6.50	\$6.50	\$40.00	\$40.00	\$7.25	\$7.25
29	EXTRA CONCRETE SIDEWALK	SF	1	\$14.30	\$14.30	\$20.00	\$20.00	\$26.00	\$26.00
30	EXTRA SIDEWALK PAVER BAND	LF	1	\$83.50	\$83.50	\$30.00	\$30.00	\$89.00	\$89.00
31	EXTRA CONCRETE SIDEWALK PLAZA	SF	1	\$14.30	\$14.30	\$20.00	\$20.00	\$20.50	\$20.50
32	EXTRA DECORATIVE SAWCUT JOINTS	LF	1	\$4.30	\$4.30	\$30.00	\$30.00	\$1.10	\$1.10
33	EXTRA COBBLESTONE SURFACE & CONCRETE SUBSLAB	SF	1	\$78.00	\$78.00	\$40.00	\$40.00	\$126.50	\$126.50
Sub Totals					\$200.90		\$180.00		\$270.35
Grand Total					\$395,814.00		\$427,790.00		\$439,048.12
Alternate 1									
E1. BID ALTERNATE 1									
34	SOUTH 100: COBBLESTONE SURFACE INCL CONCRETE SUBSLAB	SF	90	\$78.00	\$7,020.00	\$40.00	\$3,600.00	\$126.50	\$11,385.00
35	NORTH 100: COBBLESTONE SURFACE INCL CONCRETE SUBSLAB	SF	146	\$78.00	\$11,388.00	\$40.00	\$5,840.00	\$116.50	\$17,009.00
36	NORTH 200: COBBLESTONE SURFACE INCL CONCRETE SUBSLAB	SF	18	\$78.00	\$1,404.00	\$40.00	\$720.00	\$279.50	\$5,031.00
37	COBBLESTONE CONCRETE PAVING MOCKUPS CONCRETE FOUNDATION FOR ENTRY ARCH (TWO PIERS PER	LS	1	\$2,575.00	\$2,575.00	\$2,000.00	\$2,000.00	\$1,397.22	\$1,397.22
38	ARCH) ENTRY ARCH FABRICATION & INSTALLATION (NOT INCL	EA ARCH	6	\$1,850.00	\$11,100.00	\$1,000.00	\$6,000.00	\$1,815.00	\$10,890.00
39	ELECTRICAL/LIGHTING) LIGHTING/ELECTRICAL FOR SIGN LIGHT B w/ ALL RELATED	EA	6	\$23,500.00	\$141,000.00	\$25,000.00	\$150,000.00	\$20,525.00	\$123,150.00
40	CONTROLS & WIRING	EA	6	\$1,235.00	\$7,410.00	\$9,600.00	\$57,600.00	\$7,060.00	\$42,360.00
Sub Totals					\$181,897.00		\$225,760.00		\$211,222.22
Grand Total					\$577,711.00		\$653,550.00		\$650,270.34

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-07, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Raburn Reserve Public Improvement District Number 10 (PID 10). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 10 are not changing.

The original SAP was adopted by City Council on September 21, 2020 and includes a 30-year payment term, and the 2024 Annual Update was adopted on July 1, 2024. The 2025 annual installment to be collected from parcels within PID 10 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2023.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	\$368,968.44
Improvement Area Two	\$500,997.52
Improvement Area Three	\$527,592.70
Total Assessments: \$1,397,558.66	

Origination: Project Management

Recommendation:

Staff recommends approving Ordinance 2025-07, 2025 Annual Service and Assessment Plan Update for Raburn Reserve Public Improvement District Number 10 (PID 10).

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. 2025-07

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the “Act” requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Raburn Reserve Public Improvement District (the “District”); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, on August 5, 2019, the City Council accepted the Petition and called a public hearing for September 3, 2019, on creation of the District 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 August 14, 2019; and

WHEREAS, on August 16, 2019, notice to the owners of the 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 September 3, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District, and closed such hearing on September 3, 2019; and

WHEREAS, the City Council approved the creation of the PID by Resolution No. 201941 approved on October 7, 2019 (the “Original Creation Resolution”) and published the Original Creation Resolution as authorized by the Act; and

WHEREAS, on October 7, 2019 the City approved Resolution no. 2019-42 calling a public hearing on the addition of land to the boundaries of the PID; and

WHEREAS, on October 9, 2019, notice of public hearing was mailed to the owners of the Property within the PID and notice of the public hearing was published in a newspaper of general circulation, in the PID on October 23, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the addition of additional land to the PID and closed such hearing on November 4, 2019 and approved an amended and rested resolution (the “Amended Creation Resolution” creating the PID and adding the additional land to the boundaries of the PID; and

WHEREAS, the City re-published the Amended Creation Resolution in a newspaper of general circulation in the City and the PID; and

WHEREAS, no written protests of the District from an owners of record of property within the District were filed with the City secretary within 20 days after such publication; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of Preliminary Service and Assessment Plans for Authorized Improvements within Improvement Area #1, Improvement Area #2 and Improvement Area #3 of

the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #1, Improvement Area #2 and Improvement Area #3 of the District (collectively, the “Assessment Roll” that states the assessment against each parcel of land Improvement Area #1, Improvement Area #2 and Improvement Area #3 of the District (collectively, the “Assessments”); and

WHEREAS, the City called separate public hearings regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #1, Improvement Area #2 and Improvement Area #3 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in newspaper of general circulation within the City to consider the proposed Service and Assessment Plans for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of separate notices of the public hearings to consider the proposed Service and Assessment Plans and the Assessment Roll attached to the Service and Assessment Plans and the levy of Assessments on property in Improvement Area #1, Improvement Area #2 and Improvement Area #3 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the separate public hearings at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the

Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved separate Ordinances levying Assessments on property within Improvement Area #1, Improvement Area #2 and Improvement Area #3 of the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the “2025 Update”); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Update attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Update attached hereto as Exhibit A is hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 17TH DAY OF FEBRUARY 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 3RD DAY OF MARCH 2025.

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

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Tracylynn Garcia, City Secretary



RABURN RESERVE
PUBLIC IMPROVEMENT DISTRICT
2025 ANNUAL SERVICE PLAN UPDATE

FEBRUARY 17, 2025

FIRST READING

INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan update shall have the meanings given to them in the 2025 Amended and Restated Service and Assessment Plan (the “2025 A&R SAP”) unless otherwise defined in this 2025 Annual Service Plan Update 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 Annual Service Plan Update or an Exhibit attached to and made a part of this 2025 Annual Service Plan Update for all purposes.

On October 7, 2019, the City passed and approved Resolution No. 2019-41 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 November 4, 2019, the City passed and approved Resolution No. 2019-45 which amends and restates Resolution No. 2019-41 by incorporating the increased area of the District as a result of right-of-way abandonments. The revised boundary of the District encompasses approximately 105.05 acres.

On September 21, 2020, the City adopted Ordinance No. 2020-26 approving the 2020 Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District. The Ordinance also levied assessments against benefited properties within Improvement Area #1 of the District and established a lien on such properties.

On September 21, 2020, the City Council adopted Ordinance No. 2020-27, which approved the issuance of the Improvement Area #1 Series 2020 Bonds.

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amended and restated Resolution No. 2019-45 by incorporating an additional 5.082 acres into the area of the District. The revised boundary of the District encompasses approximately 110.12 acres.

On August 16, 2021, the City approved Resolution No. 2021-26 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

On August 1, 2022, the City approved Ordinance No. 2022-26 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated Assessment Rolls for 2022.

On October 3, 2022, the City approved Ordinance No. 2022-33 approving the 2022 Amended and Restated Service and Assessment Plan for the District by adopting the 2022 Assessment

Ordinance, which serves to amend and restate the 2021 Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2020 Annual Service and Assessment Plan) in its entirety for the purposes of (1) identifying the Improvement Area #2 Improvements, (2) levying the Improvement Area #2 Assessment, (3) incorporating provisions relating to the City's issuance of the Improvement Area #2 Bonds and (3) updating the Assessment Rolls.

On October 3, 2022, the City Council adopted Ordinance No. 2022-36, which approved the issuance of the Improvement Area #1 Series 2022 Bonds.

On October 3, 2022, the City Council adopted Ordinance No. 2022-37, which approved the issuance of the Improvement Area #2 Series 2022 Bonds.

On July 17, 2023, the City Council adopted Ordinance No. 2023-21, approving the 2023 Annual Service Plan Update for the District. The 2023 Annual Service Plan Update updated the Assessment Rolls for 2023.

On August 21, 2023, the City approved Ordinance No. 2023-24 approving the 2023 Amended and Restated Service and Assessment Plan for the District by adopting the 2023 Assessment Ordinance, which serves to amend and restate the 2023 Annual Service Plan Update, the 2022 Amended and Restated Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2022 Annual Service and Assessment Plan, 2021 Annual Service Plan Update and 2020 Service and Assessment Plan) in its entirety for the purposes of (1) identifying the Improvement Area #3 Improvements, (2) levying the Improvement Area #3 Assessment, (3) incorporating provisions relating to the City's issuance of the Improvement Area #3 Series 2023 Bonds and (3) and updating the Assessment Rolls.

On August 21, 2023, the City Council adopted Ordinance No. 2023-26, which approved the issuance of the Improvement Area #2 Series 2023 Bonds.

On August 21, 2023, the City Council adopted Ordinance No. 2023-27, which approved the issuance of the Improvement Area #3 Series 2023 Bonds.

On July 15, 2024, the City approved Ordinance No. 2024-20 approving the 2024 Annual Service Plan Update for the District. The 2024 Annual Service Plan Update updated Assessment Rolls for 2024.

On February 3, 2025, the City approved Ordinance No. 2025-04, approving the 2025 A&R SAP for the District by adopting the 2025 Bond Ordinance, which served to amend and restate the 2023 Amended and Restated Service and Assessment Plan, in its entirety, for the purposes of (1) incorporating provisions relating to the City's issuance of the Improvement Area #3 Series 2025 Bonds, and (2) updating the Assessment Rolls.

The 2025 A&R SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2025 A&R SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Council also adopted Assessment Rolls identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2025 A&R SAP. This 2025 Annual Service Plan Update also updates the Assessment Rolls for 2025.

PARCEL SUBDIVISION

Improvement Area #1

- The final plat of Raburn Reserve Section 1 was filed and recorded with the County on August 12, 2020, and consists of 133 residential Lots and 12 Lots of Non-Benefited Property.
- An amending plat of Raburn Reserve Section 1 was filed and recorded with the County on February 22, 2022, to correct lot lines and centerlines.

Improvement Area #2

- The final plat of Raburn Reserve Section 2 was filed and recorded with the County on February 18, 2022, and consists of 118 residential Lots and 7 Lots of Non-Benefited Property.

Improvement Area #3

- The final plat of Raburn Reserve Section 3 was filed and recorded with the County on November 3, 2023, and consists of 140 residential Lots and 5 Lots of Non-Benefited Property.

See the completed Lot Type classification summary within the District below:

Improvement Area #1	
Lot Type	Number of Lots
Lot Type 1	133
Total	133

Improvement Area #2	
Lot Type	Number of Lots
Lot Type 2	118
Total	118

Improvement Area #3	
Lot Type	Number of Lots
Lot Type 3	140
Total	140

See **Exhibit A-2** for the Lot Type classification map.

LOT AND HOME SALES

Improvement Area #1

Per the Quarterly Report dated December 31, 2024, the lot ownership composition for Improvement Area #1 is provided below:

- Developer Owned:
 - Lot Type 1: 0 Lots
- Homebuilder Owned:
 - Lot Type 1: 15 Lots
- End-User Owner:
 - Lot Type 1: 118 Lots

Improvement Area #2

Per the Quarterly Report dated December 31, 2024, the lot ownership composition for Improvement Area #2 is provided below:

- Developer Owned:
 - Lot Type 2: 0 Lots
- Homebuilder Owned:
 - Lot Type 2: 78 Lots
- End-User Owner:
 - Lot Type 2: 40 Lots

Improvement Area #3

Per the Quarterly Report dated December 31, 2024, the lot ownership composition for Improvement Area #3 is provided below:

- Developer Owned:
 - Lot Type 3: 103 Lots
- Homebuilder Owned:
 - Lot Type 3: 37 Lots
- End-User Owner:
 - Lot Type 3: 0 Lots

See **Exhibit F** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

The Developer has completed the Authorized improvements listed in the 2025 A&R SAP and they were dedicated to the City in July 2021.

Improvement Area #2

The Developer has completed the Authorized improvements listed in the 2025 A&R SAP and they were dedicated to the City on February 24, 2023.

Improvement Area #3

Per the Quarterly Report dated December 31, 2024, the Authorized Improvements listed in the 2025 A&R SAP for the Improvement Area were completed in August of 2024 and await acceptance by the City. The budget for the Authorized Improvements remains unchanged as shown on the table below.

Authorized Improvements	Authorized Improvements from SAP Budget	Spent to Date ^[a]	Percent of Budget Spent	Forecast Completion Date
<i>Improvement Area #3 Improvements</i>				
Excavation and Paving	\$ 2,048,305.84	\$ 1,481,994.00	72.35%	Aug-24
Water Distribution	\$ 422,687.00	\$ 366,167.27	86.63%	Aug-24
Wastewater Collection	\$ 565,724.00	\$ 433,316.42	76.60%	Aug-24
Storm Water Collection	\$ 743,651.00	\$ 743,651.00	100.00%	Aug-24
Clearing, Grubbing and Site Preparation	\$ 205,150.00	\$ 285,073.69	138.96%	Aug-24
Natural Gas	\$ 250,000.00	\$ 244,717.46	97.89%	Aug-24
Soft Costs	\$ 1,366,145.07	\$ 756,272.58	55.36%	Aug-24
Total	\$ 5,601,662.91	\$ 4,311,192.42	76.96%	

Footnotes:

[a] As provided by the Developer as of Draw #10 processed on November 11, 2024.

OUTSTANDING ASSESSMENT

Improvement Area #1

Net of principal bond payment due September 15, Improvement Area #1 has an outstanding Assessment of \$3,802,977.98, of which \$2,236,473.88 is attributable to the Improvement Area #1 Series 2020 Bonds and \$1,566,504.10 is attributable to the Improvement Area #1 Series 2022 Bonds. The outstanding Assessment is less than the outstanding PID Bonds of

\$3,911,000.00 due to prepayment of Assessments for which PID Bonds have not been redeemed.

Improvement Area #2

Net of principal bond payment due September 15, Improvement Area #2 has an outstanding Assessment of \$5,024,851.51, of which \$2,365,576.22 is attributable to the Improvement Area #2 Series 2022 Bonds and \$2,659,275.29 is attributable to the Improvement Area #2 Series 2023 Bonds. The outstanding Assessment is less than the outstanding PID Bonds of \$5,030,000.00 due to prepayment of Assessments for which PID Bonds have not been redeemed.

Improvement Area #3

Net of principal bond payment due September 15, Improvement Area #3 has an outstanding Assessment of \$5,495,000.00, of which \$3,287,000.00 is attributable to the Improvement Area #3 Series 2023 Bonds and \$2,208,000.00 is attributable to the Improvement Area #3 Series 2025 Bonds.

ANNUAL INSTALLMENT DUE 1/31/2026

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$264,017.00.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the indenture, is equal to \$215,105.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the Outstanding Assessments, resulting in an Additional Interest amount due of \$19,555.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$42,698.22.

Due January 31, 2026		
Improvement Area #1		
<i>Improvement Area #1 Series 2020 Bonds</i>		
Principal	\$	55,000.00
Interest	\$	90,219.00
		\$ 145,219.00
<i>Improvement Area #1 Series 2022 Bonds</i>		
Principal	\$	23,000.00
Interest	\$	95,798.00
		\$ 118,798.00
Additional Interest	\$	19,555.00
Annual Collection Costs	\$	42,698.22
Total Annual Installment	\$	326,270.22

Improvement Area #1	
Annual Collection Costs	
Administration	\$ 17,539.78
City Administrative Fees	7,980.00
Filing Fees	272.72
County Collection	133.00
PID Trustee Fees	7,000.00
Dissemination Agent	7,000.00
Miscellaneous	272.72
Arbitrage Calculation	2,500.00
Total Annual Collection Costs	\$ 42,698.22

See the applicable Limited Offering Memorandum for the pay period. See **Exhibit E-1 and E-2** for the debt service schedules for the Improvement Area #1 Series 2020 Bonds and Improvement Area #1 Series 2022 Bonds as shown in the applicable Limited Offering Memorandum.

Improvement Area #2

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$373,333.76.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the indenture, is equal to \$276,650.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the Outstanding Assessments, resulting in an Additional Interest amount due of \$25,150.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$51,256.88.

Due January 31, 2026	
Improvement Area #2	
<i>Improvement Area #2 Series 2022 Bonds</i>	
Principal	\$ 34,000.00
Interest	\$ 146,882.50
	\$ 180,882.50
<i>Improvement Area #2 Series 2023 Bonds</i>	
Principal	\$ 43,000.00
Interest	\$ 149,451.26
	\$ 192,451.26
Additional Interest	\$ 25,150.00
Annual Collection Costs	\$ 51,256.88
Total Annual Installment	\$ 449,740.64

Improvement Area #2	
Annual Collection Costs	
Administration	\$ 22,363.44
City Administrative Fees	7,080.00
Filing Fees	347.72
County Collection	118.00
PID Trustee Fees	8,000.00
Dissemination Agent	7,000.00
Miscellaneous	347.72
Arbitrage Calculation	1,000.00
Past Due Invoices	5,000.00
Total Annual Collection Costs	\$ 51,256.88

See the applicable Limited Offering Memorandum for the pay period. See **Exhibit E-3 and E-4** for the debt service schedules for the Improvement Area #2 Series 2022 Bonds and Improvement Area #2 Series 2023 Bonds as shown in the applicable Limited Offering Memorandum.

Improvement Area #3

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$402,695.00.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the indenture, is equal to \$302,225.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the Outstanding Assessments, resulting in an Additional Interest amount due of \$27,475.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$48,711.35.

Due January 31, 2026	
Improvement Area #3	
<i>Improvement Area #3 Series 2023 Bonds</i>	
Principal	\$ 55,000.00
Interest	\$ 192,090.00
	<u>\$ 247,090.00</u>
<i>Improvement Area #3 Series 2025 Bonds</i>	
Principal	\$ 37,000.00
Interest	\$ 118,605.00
	<u>\$ 155,605.00</u>
Additional Interest	\$ 27,475.00
Annual Collection Costs	\$ 48,711.35
Total Annual Installment	\$ 478,881.35

Improvement Area #3	
Annual Collection Costs	
Administration	\$ 24,412.21
City Administrative Fees	8,400.00
Filing Fees	379.57
County Collection	140.00
PID Trustee Fees	7,000.00
Dissemination Agent	7,000.00
Miscellaneous	379.57
Arbitrage Calculation	1,000.00
Total Annual Collection Costs	\$48,711.35

See the applicable Limited Offering Memorandum for the pay period. See **Exhibit E-5 and E-6** for the debt service schedule for the Improvement Area #3 Series 2023 Bonds and Improvement Area #3 Series 2025 Bonds as shown in the applicable Limited Offering Memorandum.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

The following is a list of all Parcels or Lots that made a Prepayment in full within the Improvement Area.

Improvement Area #1			
Property ID	Address	Lot Type	Prepayment Date
141-629-001-0012	1119 PECAN TREE LN	1	10/13/2023
141-629-001-0044	22114 RABURN RANCH	1	1/25/2024
141-629-001-0024	1119 FIVE T LANE	1	2/28/2024

Improvement Area #2

No Parcels within the Improvement Area have made full prepayments.

Improvement Area #3

No Parcels within the Improvement Area have made full prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

The following is a list of all Parcels or Lots that made a partial prepayment within the Improvement Area.

Improvement Area #1				
Property ID	Address	Lot Type	Prepayment Date	Prepayment Amount
141-629-002-0010	22122 SAM RABURN DR	1	10/7/2022	\$ 4,250.01
141-629-004-0021	22202 WELLINGTON WAY	1	10/19/2023	\$ 7,923.59
141-629-001-0004	SKY ROCKET LN	1	10/30/2023	\$ 8,000.00

Improvement Area #2

The following is a list of all Parcels or Lots that made a partial prepayment within the Improvement Area.

Improvement Area #2				
Property ID	Address	Lot Type	Prepayment Date	Prepayment Amount
145-555-003-0014	0 SUGAR DR	2	11/5/2024	\$ 4,198.21
145-555-003-0046	SAM RABURN DR	2	10/3/2024	\$ 1,025.00

Improvement Area #3

No partial prepayments of Assessments have occurred within the Improvement Area.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

		Improvement Area #1				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
<i>Improvement Area #1 Series 2020 Bonds</i>						
Principal		\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 60,000.00	\$ 60,000.00
Interest		\$ 90,219.00	\$ 88,362.00	\$ 86,506.00	\$ 84,650.00	\$ 82,625.00
	(1)	\$ 145,219.00	\$ 143,362.00	\$ 141,506.00	\$ 144,650.00	\$ 142,625.00
<i>Improvement Area #1 Series 2022 Bonds</i>						
Principal		\$ 23,000.00	\$ 28,000.00	\$ 32,000.00	\$ 32,000.00	\$ 37,000.00
Interest		\$ 95,798.00	\$ 94,590.00	\$ 93,120.00	\$ 91,440.00	\$ 89,760.00
	(2)	\$ 118,798.00	\$ 122,590.00	\$ 125,120.00	\$ 123,440.00	\$ 126,760.00
Annual Collection Costs	(3)	\$ 42,698.22	\$ 43,552.18	\$ 44,423.23	\$ 45,311.69	\$ 46,217.93
Additional Interest	(4)	\$ 19,555.00	\$ 19,165.00	\$ 18,750.00	\$ 18,315.00	\$ 17,855.00
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ 326,270.22	\$ 328,669.18	\$ 329,799.23	\$ 331,716.69	\$ 333,457.93

		Improvement Area #2				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
<i>Improvement Area #2 Series 2022 Bonds</i>						
Principal		\$ 34,000.00	\$ 36,000.00	\$ 38,000.00	\$ 41,000.00	\$ 43,000.00
Interest		\$ 146,882.50	\$ 145,012.50	\$ 143,032.50	\$ 140,942.50	\$ 138,687.50
	(1)	\$ 180,882.50	\$ 181,012.50	\$ 181,032.50	\$ 181,942.50	\$ 181,687.50
<i>Improvement Area #2 Series 2023 Bonds</i>						
Principal		\$ 43,000.00	\$ 45,000.00	\$ 48,000.00	\$ 49,000.00	\$ 53,000.00
Interest		\$ 149,451.26	\$ 147,355.00	\$ 145,161.26	\$ 142,821.26	\$ 140,432.50
	(2)	\$ 192,451.26	\$ 192,355.00	\$ 193,161.26	\$ 191,821.26	\$ 193,432.50
Annual Collection Costs	(3)	\$ 51,256.88	\$ 52,282.02	\$ 53,327.66	\$ 54,394.21	\$ 55,482.10
Additional Interest	(4)	\$ 25,150.00	\$ 24,765.00	\$ 24,360.00	\$ 23,930.00	\$ 23,480.00
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ 449,740.64	\$ 450,414.52	\$ 451,881.42	\$ 452,087.97	\$ 454,082.10

		Improvement Area #3				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
<i>Improvement Area #3 Series 2023 Bonds</i>						
Principal		\$ 55,000.00	\$ 57,000.00	\$ 60,000.00	\$ 63,000.00	\$ 65,000.00
Interest		\$ 192,090.00	\$ 189,340.00	\$ 186,490.00	\$ 183,490.00	\$ 180,340.00
	(1)	\$ 247,090.00	\$ 246,340.00	\$ 246,490.00	\$ 246,490.00	\$ 245,340.00
<i>Improvement Area #3 Series 2025 Bonds</i>						
Principal		\$ 37,000.00	\$ 39,000.00	\$ 41,000.00	\$ 42,000.00	\$ 45,000.00
Interest		\$ 118,605.00	\$ 116,662.50	\$ 114,615.00	\$ 112,462.50	\$ 110,257.50
	(2)	\$ 155,605.00	\$ 155,662.50	\$ 155,615.00	\$ 154,462.50	\$ 155,257.50
Annual Collection Costs	(3)	\$ 48,711.35	\$ 49,685.58	\$ 50,679.29	\$ 51,692.87	\$ 52,726.73
Additional Interest	(4)	\$ 27,475.00	\$ 27,015.00	\$ 26,535.00	\$ 26,030.00	\$ 25,505.00
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ 478,881.35	\$ 478,703.08	\$ 479,319.29	\$ 478,675.37	\$ 478,829.23

EXHIBIT A-1 - DISTRICT BOUNDARY MAP

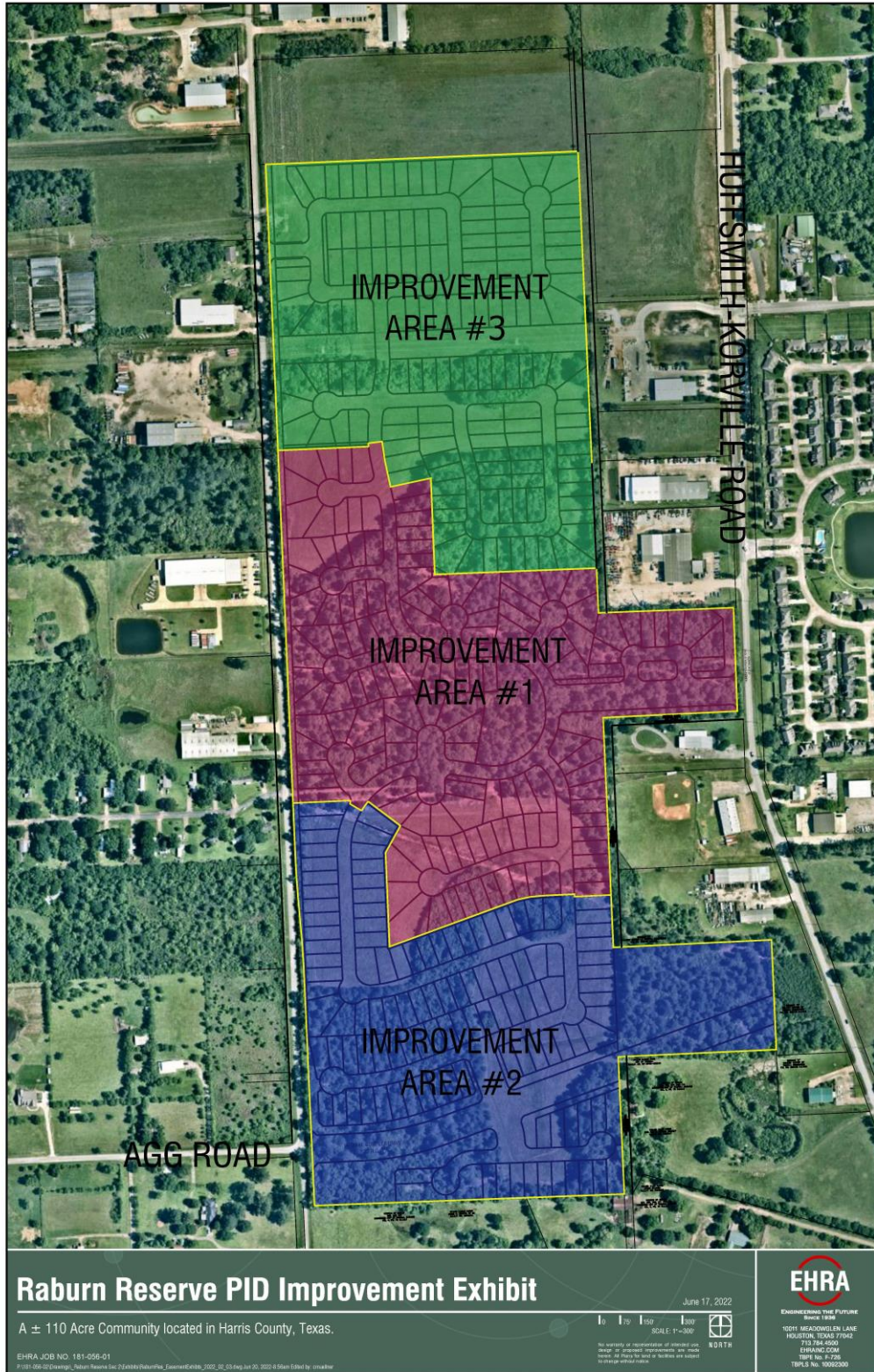


EXHIBIT A-2 - DISTRICT LOT TYPE CLASSIFICATION MAP

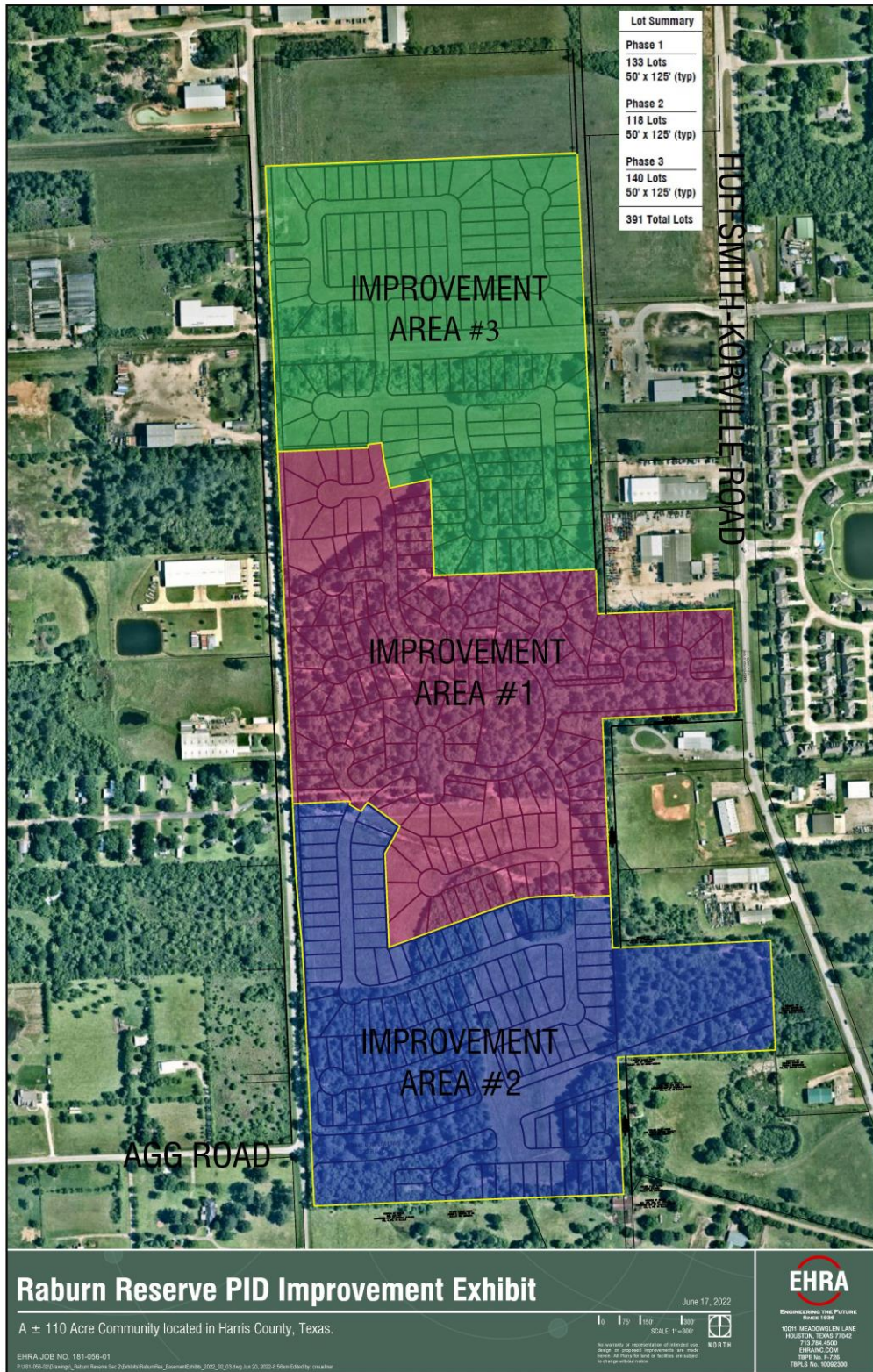


EXHIBIT B-1 - IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #1 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
141-629-001-0001	Block 1, Lot 1	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0002	Block 1, Lot 2	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0003	Block 1, Lot 3	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0004	Block 1, Lot 4	1-Partial Prepayment - 1416290010004 ^[e]	\$ 21,552.59	\$ 429.84	\$ 1,025.09	\$ 107.76	\$ 241.98	\$ 1,804.67
141-629-001-0005	Block 1, Lot 5	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0006	Block 1, Lot 6	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0007	Block 1, Lot 7	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0008	Block 1, Lot 8	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0009	Block 1, Lot 9	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0010	Block 1, Lot 10	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0011	Block 1, Lot 11	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0012	Block 1, Lot 12	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0013	Block 1, Lot 13	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0014	Block 1, Lot 14	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0015	Block 1, Lot 15	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0016	Block 1, Lot 16	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0017	Block 1, Lot 17	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0018	Block 1, Lot 18	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0019	Block 1, Lot 19	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0020	Block 1, Lot 20	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0021	Block 1, Lot 21	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0022	Block 1, Lot 22	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0023	Block 1, Lot 23	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0024	Block 1, Lot 24	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0025	Block 1, Lot 25	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0026	Block 1, Lot 26	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0027	Block 1, Lot 27	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0028	Block 1, Lot 28	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0029	Block 1, Lot 29	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0030	Block 1, Lot 30	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0031	Block 1, Lot 31	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0032	Block 1, Lot 32	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0033	Block 1, Lot 33	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0034	Block 1, Lot 34	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0035	Block 1, Lot 35	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0036	Block 1, Lot 36	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0037	Block 1, Lot 37	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0038	Block 1, Lot 38	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0039	Block 1, Lot 39	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0040	Block 1, Lot 40	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27

			Improvement Area #1 ^[a]					
Property ID	Lot and Block	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
141-629-001-0041	Block 1, Lot 41	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0042	Block 1, Lot 42	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0043	Block 1, Lot 43	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0044	Block 1, Lot 44	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0045	Block 1, Lot 45	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0046	Block 1, Lot 46	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0047	Block 1, Lot 47	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0048	Block 1, Lot 48	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0049	Block 1, Lot 49	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0050	Block 1, Lot 50	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0051	Block 1, Lot 51	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0052	Block 1, Lot 52	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0053	Block 1, Lot 53	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0054	Block 1, Lot 54	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0055	Block 1, Lot 55	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0056	Block 1, Lot 56	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-002-0001	Block 2, Lot 1	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0002	Block 2, Lot 2	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0003	Block 2, Lot 3	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0004	Block 2, Lot 4	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0005	Block 2, Lot 5	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0006	Block 2, Lot 6	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0007	Block 2, Lot 7	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0008	Block 2, Lot 8	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0009	Block 2, Lot 9	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0010	Block 2, Lot 10	1 - Partial Prepayment - 1416290020010	\$ 25,233.88	\$ 503.26	\$ 1,200.18	\$ 126.17	\$ 283.32	\$ 2,112.92
141-629-002-0011	Block 2, Lot 11	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0012	Block 2, Lot 12	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0013	Block 2, Lot 13	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0014	Block 2, Lot 14	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0015	Block 2, Lot 15	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0016	Block 2, Lot 16	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0017	Block 2, Lot 17	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0018	Block 2, Lot 18	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0019	Block 2, Lot 19	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0020	Block 2, Lot 20	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0021	Block 2, Lot 21	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0022	Block 2, Lot 22	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27

			Improvement Area #1 ^[a]					
Property ID	Lot and Block	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
141-629-002-0023	Block 2, Lot 23	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0024	Block 2, Lot 24	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0025	Block 2, Lot 25	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0026	Block 2, Lot 26	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0027	Block 2, Lot 27	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0028	Block 2, Lot 28	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0029	Block 2, Lot 29	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0030	Block 2, Lot 30	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0031	Block 2, Lot 31	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0032	Block 2, Lot 32	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-003-0001	Block 3, Lot 1	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0002	Block 3, Lot 2	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0003	Block 3, Lot 3	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0004	Block 3, Lot 4	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0005	Block 3, Lot 5	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0006	Block 3, Lot 6	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0007	Block 3, Lot 7	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0008	Block 3, Lot 8	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0009	Block 3, Lot 9	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0010	Block 3, Lot 10	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0011	Block 3, Lot 11	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0001	Block 4, Lot 1	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0002	Block 4, Lot 2	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0003	Block 4, Lot 3	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0004	Block 4, Lot 4	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0005	Block 4, Lot 5	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0006	Block 4, Lot 6	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0007	Block 4, Lot 7	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0008	Block 4, Lot 8	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0009	Block 4, Lot 9	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0010	Block 4, Lot 10	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0011	Block 4, Lot 11	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0012	Block 4, Lot 12	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0013	Block 4, Lot 13	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0014	Block 4, Lot 14	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0015	Block 4, Lot 15	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0016	Block 4, Lot 16	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0017	Block 4, Lot 17	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27

Property ID	Lot and Block	Lot Type	Improvement Area #1 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
141-629-004-0018	Block 4, Lot 18	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0019	Block 4, Lot 19	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0020	Block 4, Lot 20	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0021	Block 4, Lot 21	1-Partial Prepayment - 1416290040021 ^[e]	\$ 21,627.60	\$ 431.33	\$ 1,028.66	\$ 108.14	\$ 242.83	\$ 1,810.95
141-629-004-0022	Block 4, Lot 22	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0023	Block 4, Lot 23	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0024	Block 4, Lot 24	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0025	Block 4, Lot 25	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0026	Block 4, Lot 26	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0027	Block 4, Lot 27	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0028	Block 4, Lot 28	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0029	Block 4, Lot 29	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0030	Block 4, Lot 30	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0031	Block 4, Lot 31	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0032	Block 4, Lot 32	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0033	Block 4, Lot 33	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0034	Block 4, Lot 34	1	\$ 29,406.02	\$ 586.47	\$ 1,398.62	\$ 147.03	\$ 330.16	\$ 2,462.27
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 3,802,978.61	\$ 75,845.63	\$180,878.44	\$19,014.89	\$42,698.22	\$ 318,437.18

Footnotes:

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
- [c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.
- [d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.
- [e] Property ID has partially prepaid Assessment.
- [f] Property ID prepaid in full.

EXHIBIT B-2 - IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 55,000.00	\$ 90,219.00	\$ 23,000.00	\$ 95,798.00	\$ 19,555.00	\$ 42,698.22	\$ 326,270.22
2027	\$ 55,000.00	\$ 88,362.00	\$ 28,000.00	\$ 94,590.00	\$ 19,165.00	\$ 43,552.18	\$ 328,669.18
2028	\$ 55,000.00	\$ 86,506.00	\$ 32,000.00	\$ 93,120.00	\$ 18,750.00	\$ 44,423.23	\$ 329,799.23
2029	\$ 60,000.00	\$ 84,650.00	\$ 32,000.00	\$ 91,440.00	\$ 18,315.00	\$ 45,311.69	\$ 331,716.69
2030	\$ 60,000.00	\$ 82,625.00	\$ 37,000.00	\$ 89,760.00	\$ 17,855.00	\$ 46,217.93	\$ 333,457.93
2031	\$ 65,000.00	\$ 80,600.00	\$ 32,000.00	\$ 87,540.00	\$ 17,370.00	\$ 47,142.29	\$ 329,652.29
2032	\$ 65,000.00	\$ 78,000.00	\$ 42,000.00	\$ 85,620.00	\$ 16,885.00	\$ 48,085.13	\$ 335,590.13
2033	\$ 70,000.00	\$ 75,400.00	\$ 42,000.00	\$ 83,100.00	\$ 16,350.00	\$ 49,046.83	\$ 335,896.83
2034	\$ 75,000.00	\$ 72,600.00	\$ 42,000.00	\$ 80,580.00	\$ 15,790.00	\$ 50,027.77	\$ 335,997.77
2035	\$ 75,000.00	\$ 69,600.00	\$ 47,000.00	\$ 78,060.00	\$ 15,205.00	\$ 51,028.33	\$ 335,893.33
2036	\$ 80,000.00	\$ 66,600.00	\$ 47,000.00	\$ 75,240.00	\$ 14,595.00	\$ 52,048.89	\$ 335,483.89
2037	\$ 85,000.00	\$ 63,400.00	\$ 53,000.00	\$ 72,420.00	\$ 13,960.00	\$ 53,089.87	\$ 340,869.87
2038	\$ 85,000.00	\$ 60,000.00	\$ 58,000.00	\$ 69,240.00	\$ 13,270.00	\$ 54,151.67	\$ 339,661.67
2039	\$ 90,000.00	\$ 56,600.00	\$ 63,000.00	\$ 65,760.00	\$ 12,555.00	\$ 55,234.70	\$ 343,149.70
2040	\$ 95,000.00	\$ 53,000.00	\$ 64,000.00	\$ 61,980.00	\$ 11,790.00	\$ 56,339.39	\$ 342,109.39
2041	\$ 100,000.00	\$ 49,200.00	\$ 69,000.00	\$ 58,140.00	\$ 10,995.00	\$ 57,466.18	\$ 344,801.18
2042	\$ 105,000.00	\$ 45,200.00	\$ 75,000.00	\$ 54,000.00	\$ 10,150.00	\$ 58,615.51	\$ 347,965.51
2043	\$ 110,000.00	\$ 41,000.00	\$ 81,000.00	\$ 49,500.00	\$ 9,250.00	\$ 59,787.82	\$ 350,537.82
2044	\$ 115,000.00	\$ 36,600.00	\$ 82,000.00	\$ 44,640.00	\$ 8,295.00	\$ 60,983.57	\$ 347,518.57
2045	\$ 120,000.00	\$ 32,000.00	\$ 93,000.00	\$ 39,720.00	\$ 7,310.00	\$ 62,203.24	\$ 354,233.24
2046	\$ 125,000.00	\$ 27,200.00	\$ 99,000.00	\$ 34,140.00	\$ 6,245.00	\$ 63,447.31	\$ 355,032.31
2047	\$ 130,000.00	\$ 22,200.00	\$ 106,000.00	\$ 28,200.00	\$ 5,125.00	\$ 64,716.25	\$ 356,241.25
2048	\$ 135,000.00	\$ 17,000.00	\$ 113,000.00	\$ 21,840.00	\$ 3,945.00	\$ 66,010.58	\$ 356,795.58
2049	\$ 140,000.00	\$ 11,600.00	\$ 124,000.00	\$ 15,060.00	\$ 2,705.00	\$ 67,330.79	\$ 360,695.79
2050	\$ 150,000.00	\$ 6,000.00	\$ 127,000.00	\$ 7,620.00	\$ 1,385.00	\$ 68,677.41	\$ 360,682.41
Total	\$ 2,300,000.00	\$ 1,396,162.00	\$ 1,611,000.00	\$ 1,577,108.00	\$ 306,815.00	\$ 1,367,636.78	\$ 8,558,721.78

Footnotes:

[a] Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.

[b] Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

[c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] 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 C-1 - IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					Annual Collection Costs ^[d]	Installment Due 1/31/26 ^[e]
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest			
145-555-001-0001	Block 1, Lot 1	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0002	Block 1, Lot 2	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0003	Block 1, Lot 3	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0004	Block 1, Lot 4	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0005	Block 1, Lot 5	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0006	Block 1, Lot 6	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0007	Block 1, Lot 7	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0008	Block 1, Lot 8	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0009	Block 1, Lot 9	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0010	Block 1, Lot 10	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0011	Block 1, Lot 11	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0012	Block 1, Lot 12	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0013	Block 1, Lot 13	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0014	Block 1, Lot 14	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0015	Block 1, Lot 15	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0016	Block 1, Lot 16	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0017	Block 1, Lot 17	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0018	Block 1, Lot 18	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0019	Block 1, Lot 19	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0020	Block 1, Lot 20	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0021	Block 1, Lot 21	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0022	Block 1, Lot 22	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-001-0023	Block 1, Lot 23	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0001	Block 2, Lot 1	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0002	Block 2, Lot 2	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0003	Block 2, Lot 3	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0004	Block 2, Lot 4	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0005	Block 2, Lot 5	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0006	Block 2, Lot 6	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0007	Block 2, Lot 7	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0008	Block 2, Lot 8	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0009	Block 2, Lot 9	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0010	Block 2, Lot 10	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0011	Block 2, Lot 11	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0012	Block 2, Lot 12	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0013	Block 2, Lot 13	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0014	Block 2, Lot 14	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0015	Block 2, Lot 15	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0016	Block 2, Lot 16	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-002-0017	Block 2, Lot A	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-002-0018	RES F Block 2 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Installment Due 1/31/26 ^[e]
145-555-003-0001	Block 3, Lot 1	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0002	Block 3, Lot 2	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0003	Block 3, Lot 3	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0004	Block 3, Lot 4	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0005	Block 3, Lot 5	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0006	Block 3, Lot 6	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0007	Block 3, Lot 7	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0008	Block 3, Lot 8	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0009	Block 3, Lot 9	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0010	Block 3, Lot 10	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0011	Block 3, Lot 11	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0012	Block 3, Lot 12	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0013	Block 3, Lot 13	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0014	Block 3, Lot 14	145550030014 [f]	\$ 38,488.97	\$ 589.19	\$ 2,267.51	\$ 192.44	\$ 392.61	\$ 3,441.76
145-555-003-0015	Block 3, Lot 15	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0016	Block 3, Lot 16	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0017	Block 3, Lot 17	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0018	Block 3, Lot 18	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0019	Block 3, Lot 19	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0020	Block 3, Lot 20	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0021	Block 3, Lot 21	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0022	Block 3, Lot 22	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0023	Block 3, Lot 23	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0024	Block 3, Lot 24	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0025	Block 3, Lot 25	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0026	Block 3, Lot 26	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0027	Block 3, Lot 27	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0028	Block 3, Lot 28	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0029	Block 3, Lot 29	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0030	Block 3, Lot 30	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0031	Block 3, Lot 31	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0032	Block 3, Lot 32	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0033	Block 3, Lot 33	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0034	Block 3, Lot 34	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0035	Block 3, Lot 35	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0036	Block 3, Lot 36	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0037	Block 3, Lot 37	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0038	Block 3, Lot 38	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0039	Block 3, Lot 39	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81
145-555-003-0040	Block 3, Lot 40	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					Annual Collection Costs ^[d]	Installment Due 1/31/26 ^[e]
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest			
145-555-003-0041	Block 3, Lot 41	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0042	Block 3, Lot 42	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0043	Block 3, Lot 43	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0044	Block 3, Lot 44	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0045	Block 3, Lot 45	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0046	Block 3, Lot 46	1455550030046 [f]	\$ 41,616.78	\$ 637.08	\$ 2,451.78	\$ 208.08	\$ 424.52	\$ 3,721.46	
145-555-003-0047	Block 3, Lot 47	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0048	Block 3, Lot 48	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0049	Block 3, Lot 49	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0050	Block 3, Lot 50	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0051	Block 3, Lot 51	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0052	Block 3, Lot 52	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0053	Block 3, Lot 53	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0054	Block 3, Lot 54	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0055	Block 3, Lot 55	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0056	Block 3, Lot 56	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0057	Block 3, Lot 57	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0058	Block 3, Lot 58	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0059	Block 3, Lot 59	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0060	Block 3, Lot 60	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0061	RES E Block 3 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-004-0001	Block 4, Lot 1	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0002	Block 4, Lot 2	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0003	Block 4, Lot 3	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0004	Block 4, Lot 4	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0005	Block 4, Lot 5	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0006	Block 4, Lot 6	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0007	Block 4, Lot 7	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0008	Block 4, Lot 8	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0009	Block 4, Lot 9	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0010	Block 4, Lot 10	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0011	Block 4, Lot 11	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0012	Block 4, Lot 12	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0013	Block 4, Lot 13	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0014	Block 4, Lot 14	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0015	Block 4, Lot 15	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0016	Block 4, Lot 16	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0017	Block 4, Lot 17	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0018	Block 4, Lot 18	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0019	Block 4, Lot 19	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-004-0020	RES C Block 4 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-004-0021	RES D Block 4 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-005-0001	RES B Block 5 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
145-555-005-0002	ROW - All Streets	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total			\$5,024,851.67	\$76,920.91	\$296,030.09	\$25,124.76	\$51,257.41	\$ 449,333.18	

Footnotes:

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.
- [b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.
- [c] Outstanding Assessment prior to 1/31/2026 Annual Installment.
- [d] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [e] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.
- [f] Property ID has partially prepaid Assessment.

EXHIBIT C-2- IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Series 2022 Bonds		Improvement Area #2 Series 2023 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 34,000.00	\$ 146,882.50	\$ 43,000.00	\$ 149,451.26	\$ 25,150.00	\$ 51,256.88	\$ 449,740.64
2027	\$ 36,000.00	\$ 145,012.50	\$ 45,000.00	\$ 147,355.00	\$ 24,765.00	\$ 52,282.02	\$ 450,414.52
2028	\$ 38,000.00	\$ 143,032.50	\$ 48,000.00	\$ 145,161.26	\$ 24,360.00	\$ 53,327.66	\$ 451,881.42
2029	\$ 41,000.00	\$ 140,942.50	\$ 49,000.00	\$ 142,821.26	\$ 23,930.00	\$ 54,394.21	\$ 452,087.97
2030	\$ 43,000.00	\$ 138,687.50	\$ 53,000.00	\$ 140,432.50	\$ 23,480.00	\$ 55,482.10	\$ 454,082.10
2031	\$ 46,000.00	\$ 136,000.00	\$ 55,000.00	\$ 137,848.76	\$ 23,000.00	\$ 56,591.74	\$ 454,440.50
2032	\$ 49,000.00	\$ 133,125.00	\$ 58,000.00	\$ 135,167.50	\$ 22,495.00	\$ 57,723.57	\$ 455,511.07
2033	\$ 52,000.00	\$ 130,062.50	\$ 62,000.00	\$ 132,340.00	\$ 21,960.00	\$ 58,878.04	\$ 457,240.54
2034	\$ 56,000.00	\$ 126,812.50	\$ 65,000.00	\$ 129,317.50	\$ 21,390.00	\$ 60,055.60	\$ 458,575.60
2035	\$ 60,000.00	\$ 123,312.50	\$ 69,000.00	\$ 125,580.00	\$ 20,785.00	\$ 61,256.72	\$ 459,934.22
2036	\$ 64,000.00	\$ 119,562.50	\$ 73,000.00	\$ 121,612.50	\$ 20,140.00	\$ 62,481.85	\$ 460,796.85
2037	\$ 68,000.00	\$ 115,562.50	\$ 78,000.00	\$ 117,415.00	\$ 19,455.00	\$ 63,731.49	\$ 462,163.99
2038	\$ 72,000.00	\$ 111,312.50	\$ 83,000.00	\$ 112,930.00	\$ 18,725.00	\$ 65,006.12	\$ 462,973.62
2039	\$ 77,000.00	\$ 106,812.50	\$ 88,000.00	\$ 108,157.50	\$ 17,950.00	\$ 66,306.24	\$ 464,226.24
2040	\$ 83,000.00	\$ 102,000.00	\$ 93,000.00	\$ 103,097.50	\$ 17,125.00	\$ 67,632.36	\$ 465,854.86
2041	\$ 88,000.00	\$ 96,812.50	\$ 99,000.00	\$ 97,750.00	\$ 16,245.00	\$ 68,985.01	\$ 466,792.51
2042	\$ 94,000.00	\$ 91,312.50	\$ 105,000.00	\$ 92,057.50	\$ 15,310.00	\$ 70,364.71	\$ 468,044.71
2043	\$ 100,000.00	\$ 85,437.50	\$ 112,000.00	\$ 86,020.00	\$ 14,315.00	\$ 71,772.01	\$ 469,544.51
2044	\$ 107,000.00	\$ 79,187.50	\$ 119,000.00	\$ 79,580.00	\$ 13,255.00	\$ 73,207.45	\$ 471,229.95
2045	\$ 114,000.00	\$ 72,500.00	\$ 127,000.00	\$ 72,737.50	\$ 12,125.00	\$ 74,671.60	\$ 473,034.10
2046	\$ 122,000.00	\$ 65,375.00	\$ 135,000.00	\$ 65,435.00	\$ 10,920.00	\$ 76,165.03	\$ 474,895.03
2047	\$ 130,000.00	\$ 57,750.00	\$ 143,000.00	\$ 57,672.50	\$ 9,635.00	\$ 77,688.33	\$ 475,745.83
2048	\$ 139,000.00	\$ 49,625.00	\$ 152,000.00	\$ 49,450.00	\$ 8,270.00	\$ 79,242.09	\$ 477,587.09
2049	\$ 148,000.00	\$ 40,937.50	\$ 162,000.00	\$ 40,710.00	\$ 6,815.00	\$ 80,826.94	\$ 479,289.44
2050	\$ 159,000.00	\$ 31,687.50	\$ 171,000.00	\$ 31,395.00	\$ 5,265.00	\$ 82,443.48	\$ 480,790.98
2051	\$ 169,000.00	\$ 21,750.00	\$ 182,000.00	\$ 21,562.50	\$ 3,615.00	\$ 84,092.34	\$ 482,019.84
2052	\$ 179,000.00	\$ 11,187.50	\$ 193,000.00	\$ 11,097.50	\$ 1,860.00	\$ 85,774.19	\$ 481,919.19
Total	\$ 2,368,000.00	\$ 2,622,682.50	\$ 2,662,000.00	\$ 2,654,155.04	\$ 442,340.00	\$ 1,811,639.77	\$ 12,560,817.31

Footnotes:

- [a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.
- [b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.
- [c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [d] 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 D-1 - IMPROVEMENT AREA #3 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #3 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
142-590-001-0001	Block 1, Lot 1	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0002	Block 1, Lot 2	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0003	Block 1, Lot 3	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0004	Block 1, Lot 4	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0005	Block 1, Lot 5	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0006	Block 1, Lot 6	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0007	Block 1, Lot 7	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0008	Block 1, Lot 8	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0009	Block 1, Lot 9	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0010	Block 1, Lot 10	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0011	Block 1, Lot 11	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0012	Block 1, Lot 12	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0013	Block 1, Lot 13	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0014	Block 1, Lot 14	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0015	Block 1, Lot 15	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0016	Block 1, Lot 16	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0017	Block 1, Lot 17	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0018	Block 1, Lot 18	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0019	Block 1, Lot 19	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0020	Block 1, Lot 20	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0021	Block 1, Lot 21	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0022	Block 1, Lot 22	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0023	Block 1, Lot 23	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0024	Block 1, Lot 24	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0025	Block 1, Lot 25	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0026	Block 1, Lot 26	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0027	Block 1, Lot 27	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0028	Block 1, Lot 28	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0029	Block 1, Lot 29	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0030	Block 1, Lot 30	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0031	Block 1, Lot 31	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0032	Block 1, Lot 32	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0033	Block 1, Lot 33	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0034	Block 1, Lot 34	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0035	Block 1, Lot 35	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0036	Block 1, Lot 36	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0037	Block 1, Lot 37	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0038	Block 1, Lot 38	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0039	Block 1, Lot 39	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0040	Block 1, Lot 40	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58

Footnotes:

- [a] Total may not match the Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
- [c] Includes \$60 per lot City PID Fee.
- [d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

Property ID	Lot and Block	Lot Type	Improvement Area #3 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
142-590-001-0041	Block 1, Lot 41	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0042	Block 1, Lot 42	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0043	Block 1, Lot 43	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0044	Block 1, Lot 44	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0045	Block 1, Lot 45	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0046	Block 1, Lot 46	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0047	Block 1, Lot 47	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0048	Block 1, Lot 48	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0049	Block 1, Lot 49	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0050	Block 1, Lot 50	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0051	Block 1, Lot 51	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0052	Block 1, Lot 52	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0053	Block 1, Lot 53	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0054	Block 1, Lot 54	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0055	Block 1, Lot 55	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0056	Block 1, Lot 56	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0057	Block 1, Lot 57	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0058	Block 1, Lot 58	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0059	Block 1, Lot 59	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0060	Block 1, Lot 60	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0061	Block 1, Lot 61	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0062	Block 1, Lot 62	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0063	Block 1, Lot 63	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0064	Block 1, Lot 64	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0065	Block 1, Lot 65	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0066	Block 1, Lot 66	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0067	Block 1, Lot 67	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0068	Block 1, Lot 68	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0069	Block 1, Lot 69	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0070	Block 1, Lot 70	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0071	Block 1, Lot 71	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0072	Block 1, Lot 72	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0073	Block 1, Lot 73	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0074	Block 1, Lot 74	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0075	Block 1, Lot 75	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0076	Block 1, Lot 76	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0077	Block 1, Lot 77	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0078	Block 1, Lot 78	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0079	Block 1, Lot 79	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0080	Block 1, Lot 80	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58

Footnotes:

[a] Total may not match the Outstanding Assessment and Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Includes \$60 per Lot City PID Fee.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

Property ID	Lot and Block	Lot Type	Improvement Area #3 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
142-590-001-0081	Block 1, Lot 81	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0082	Block 1, Lot 82	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0083	Block 1, Lot 83	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0084	Block 1, Lot 84	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0085	Block 1, Lot 85	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0086	Block 1, Lot 86	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0087	Block 1, Lot 87	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0088	Block 1, Lot 88	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0089	Block 1, Lot 89	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0090	Block 1, Lot 90	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-001-0091	Block 1, Lot 91	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0001	Block 2, Lot 1	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0002	Block 2, Lot 2	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0003	Block 2, Lot 3	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0004	Block 2, Lot 4	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0005	Block 2, Lot 5	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0006	Block 2, Lot 6	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0007	Block 2, Lot 7	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0008	Block 2, Lot 8	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0009	Block 2, Lot 9	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0010	Block 2, Lot 10	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0011	Block 2, Lot 11	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0012	Block 2, Lot 12	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0013	Block 2, Lot 13	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0014	Block 2, Lot 14	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0015	Block 2, Lot 15	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0016	Block 2, Lot 16	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-002-0017	Block 2, Lot 17	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0001	Block 3, Lot 1	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0002	Block 3, Lot 2	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0003	Block 3, Lot 3	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0004	Block 3, Lot 4	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0005	Block 3, Lot 5	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0006	Block 3, Lot 6	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0007	Block 3, Lot 7	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0008	Block 3, Lot 8	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0009	Block 3, Lot 9	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0010	Block 3, Lot 10	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0011	Block 3, Lot 11	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0012	Block 3, Lot 12	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58

Footnotes:

[a] Total may not match the Outstanding Assessment and Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Includes \$60 per lot City PID Fee.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

Property ID	Lot and Block	Lot Type	Improvement Area #3 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/26 ^[d]
142-590-003-0013	Block 3, Lot 13	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0014	Block 3, Lot 14	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0015	Block 3, Lot 15	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-003-0016	Block 3, Lot 16	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0001	Block 4, Lot 1	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0002	Block 4, Lot 2	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0003	Block 4, Lot 3	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0004	Block 4, Lot 4	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0005	Block 4, Lot 5	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0006	Block 4, Lot 6	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0007	Block 4, Lot 7	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0008	Block 4, Lot 8	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0009	Block 4, Lot 9	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0010	Block 4, Lot 10	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0011	Block 4, Lot 11	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0012	Block 4, Lot 12	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0013	Block 4, Lot 13	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0014	Block 4, Lot 14	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0015	Block 4, Lot 15	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0016	Block 4, Lot 16	3	\$ 39,250.00	\$ 657.14	\$ 2,219.25	\$ 196.25	\$ 347.94	\$ 3,420.58
142-590-004-0017	ROW-Street Widening Sec 3	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
142-590-001-0092	RES A BLK 1 (Landscape/Utilities/Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
142-590-002-0018	RES D BLK 2 (Landscape/Utilities/Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
142-590-004-0018	ROW-All Streets In Subd Sec 3	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
142-590-003-0017	RES E BLK 3 (Landscape/Utilities/Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
142-590-001-0093	RES B BLK 1 (Landscape/Utilities/Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
142-590-001-0094	RES C BLK 1 (Landscape/Utilities/Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 5,495,000.00	\$ 92,000.00	\$ 310,695.00	\$ 27,475.00	\$ 48,711.35	\$ 478,881.35

Footnotes:

[a] Total may not match the Outstanding Assessment and Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Includes \$60 per lot City PID Fee.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT D-2 - IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Series 2025 Bonds			Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]	Additional Interest		
2026	\$ 55,000.00	\$ 192,090.00	\$ 37,000.00	\$ 118,605.00	\$ 27,475.00	\$ 48,711.35	\$ 478,881.35
2027	\$ 57,000.00	\$ 189,340.00	\$ 39,000.00	\$ 116,662.50	\$ 27,015.00	\$ 49,685.58	\$ 478,703.08
2028	\$ 60,000.00	\$ 186,490.00	\$ 41,000.00	\$ 114,615.00	\$ 26,535.00	\$ 50,679.29	\$ 479,319.29
2029	\$ 63,000.00	\$ 183,490.00	\$ 42,000.00	\$ 112,462.50	\$ 26,030.00	\$ 51,692.87	\$ 478,675.37
2030	\$ 65,000.00	\$ 180,340.00	\$ 45,000.00	\$ 110,257.50	\$ 25,505.00	\$ 52,726.73	\$ 478,829.23
2031	\$ 68,000.00	\$ 177,090.00	\$ 47,000.00	\$ 107,895.00	\$ 24,955.00	\$ 53,781.27	\$ 478,721.27
2032	\$ 71,000.00	\$ 173,690.00	\$ 50,000.00	\$ 105,427.50	\$ 24,380.00	\$ 54,856.89	\$ 479,354.39
2033	\$ 74,000.00	\$ 170,140.00	\$ 52,000.00	\$ 102,802.50	\$ 23,775.00	\$ 55,954.03	\$ 478,671.53
2034	\$ 78,000.00	\$ 166,440.00	\$ 54,000.00	\$ 100,072.50	\$ 23,145.00	\$ 57,073.11	\$ 478,730.61
2035	\$ 82,000.00	\$ 161,760.00	\$ 57,000.00	\$ 97,237.50	\$ 22,485.00	\$ 58,214.57	\$ 478,697.07
2036	\$ 87,000.00	\$ 156,840.00	\$ 60,000.00	\$ 94,245.00	\$ 21,790.00	\$ 59,378.86	\$ 479,253.86
2037	\$ 91,000.00	\$ 151,620.00	\$ 64,000.00	\$ 91,095.00	\$ 21,055.00	\$ 60,566.44	\$ 479,336.44
2038	\$ 96,000.00	\$ 146,160.00	\$ 67,000.00	\$ 87,735.00	\$ 20,280.00	\$ 61,777.77	\$ 478,952.77
2039	\$ 102,000.00	\$ 140,400.00	\$ 70,000.00	\$ 84,217.50	\$ 19,465.00	\$ 63,013.33	\$ 479,095.83
2040	\$ 108,000.00	\$ 134,280.00	\$ 74,000.00	\$ 80,542.50	\$ 18,605.00	\$ 64,273.59	\$ 479,701.09
2041	\$ 114,000.00	\$ 127,800.00	\$ 77,000.00	\$ 76,657.50	\$ 17,695.00	\$ 65,559.06	\$ 478,711.56
2042	\$ 120,000.00	\$ 120,960.00	\$ 82,000.00	\$ 72,615.00	\$ 16,740.00	\$ 66,870.24	\$ 479,185.24
2043	\$ 127,000.00	\$ 113,760.00	\$ 86,000.00	\$ 68,310.00	\$ 15,730.00	\$ 68,207.65	\$ 479,007.65
2044	\$ 135,000.00	\$ 106,140.00	\$ 90,000.00	\$ 63,795.00	\$ 14,665.00	\$ 69,571.80	\$ 479,171.80
2045	\$ 142,000.00	\$ 98,040.00	\$ 96,000.00	\$ 59,070.00	\$ 13,540.00	\$ 70,963.24	\$ 479,613.24
2046	\$ 151,000.00	\$ 89,520.00	\$ 100,000.00	\$ 53,790.00	\$ 12,350.00	\$ 72,382.50	\$ 479,042.50
2047	\$ 160,000.00	\$ 80,460.00	\$ 105,000.00	\$ 48,290.00	\$ 11,095.00	\$ 73,830.15	\$ 478,675.15
2048	\$ 169,000.00	\$ 70,860.00	\$ 112,000.00	\$ 42,515.00	\$ 9,770.00	\$ 75,306.76	\$ 479,451.76
2049	\$ 179,000.00	\$ 60,720.00	\$ 118,000.00	\$ 36,355.00	\$ 8,365.00	\$ 76,812.89	\$ 479,252.89
2050	\$ 189,000.00	\$ 49,980.00	\$ 125,000.00	\$ 29,865.00	\$ 6,880.00	\$ 78,349.15	\$ 479,074.15
2051	\$ 201,000.00	\$ 38,640.00	\$ 131,000.00	\$ 22,990.00	\$ 5,310.00	\$ 79,916.13	\$ 478,856.13
2052	\$ 213,000.00	\$ 26,580.00	\$ 139,000.00	\$ 15,785.00	\$ 3,650.00	\$ 81,514.46	\$ 479,529.46
2053	\$ 230,000.00	\$ 13,800.00	\$ 148,000.00	\$ 8,140.00	\$ 1,890.00	\$ 83,144.74	\$ 484,974.74
Total	\$ 3,287,000.00	\$ 3,507,430.00	\$ 2,208,000.00	\$ 2,122,050.00	\$ 490,175.00	\$ 1,804,814.47	\$ 13,419,469.47

Footnotes:

[a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.

[b] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[c] Includes \$60 per lot (\$7,140 for Improvement Area #3) is budgeted for costs incurred by City staff for administering the PID.

[d] 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 E-1 - IMPROVEMENT AREA #1 SERIES 2020 BONDS DEBT SERVICE
SCHEDULE**

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2021	\$	\$ 87,236.55	\$ 87,236.55
2022	45,000.00	96,631.26	141,631.26
2023	45,000.00	95,112.50	140,112.50
2024	50,000.00	93,593.76	143,593.76
2025	50,000.00	91,906.26	141,906.26
2026	55,000.00	90,218.76	145,218.76
2027	55,000.00	88,362.50	143,362.50
2028	55,000.00	86,506.26	141,506.26
2029	60,000.00	84,650.00	144,650.00
2030	60,000.00	82,625.00	142,625.00
2031	65,000.00	80,600.00	145,600.00
2032	65,000.00	78,000.00	143,000.00
2033	70,000.00	75,400.00	145,400.00
2034	75,000.00	72,600.00	147,600.00
2035	75,000.00	69,600.00	144,600.00
2036	80,000.00	66,600.00	146,600.00
2037	85,000.00	63,400.00	148,400.00
2038	85,000.00	60,000.00	145,000.00
2039	90,000.00	56,600.00	146,600.00
2040	95,000.00	53,000.00	148,000.00
2041	100,000.00	49,200.00	149,200.00
2042	105,000.00	45,200.00	150,200.00
2043	110,000.00	41,000.00	151,000.00
2044	115,000.00	36,600.00	151,600.00
2045	120,000.00	32,000.00	152,000.00
2046	125,000.00	27,200.00	152,200.00
2047	130,000.00	22,200.00	152,200.00
2048	135,000.00	17,000.00	152,000.00
2049	140,000.00	11,600.00	151,600.00
2050	150,000.00	6,000.00	156,000.00
Total	<u>\$2,490,000.00</u>	<u>\$1,860,642.85</u>	<u>\$4,350,642.85</u>

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EXHIBIT E-2 - IMPROVEMENT AREA #1 SERIES 2022 BONDS DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Improvement Area #1 Bonds, including the Bonds:

<u>Year Ending (September 30)</u>	<u>THE BONDS</u>			<u>Series 2020 Bonds</u>	<u>Improvement Area #1 Bonds</u>
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>		
2023	\$ 30,000	\$ 88,192	\$ 118,192	\$ 140,113	\$ 258,305
2024	24,000	98,265	122,265	143,594	265,859
2025	23,000	97,005	120,005	141,906	261,911
2026	23,000	95,798	118,798	145,219	264,016
2027	28,000	94,590	122,590	143,363	265,953
2028	32,000	93,120	125,120	141,506	266,626
2029	32,000	91,440	123,440	144,650	268,090
2030	37,000	89,760	126,760	142,625	269,385
2031	32,000	87,540	119,540	145,600	265,140
2032	42,000	85,620	127,620	143,000	270,620
2033	42,000	83,100	125,100	145,400	270,500
2034	42,000	80,580	122,580	147,600	270,180
2035	47,000	78,060	125,060	144,600	269,660
2036	47,000	75,240	122,240	146,600	268,840
2037	53,000	72,420	125,420	148,400	273,820
2038	58,000	69,240	127,240	145,000	272,240
2039	63,000	65,760	128,760	146,600	275,360
2040	64,000	61,980	125,980	148,000	273,980
2041	69,000	58,140	127,140	149,200	276,340
2042	75,000	54,000	129,000	150,200	279,200
2043	81,000	49,500	130,500	151,000	281,500
2044	82,000	44,640	126,640	151,600	278,240
2045	93,000	39,720	132,720	152,000	284,720
2046	99,000	34,140	133,140	152,200	285,340
2047	106,000	28,200	134,200	152,200	286,400
2048	113,000	21,840	134,840	152,000	286,840
2049	124,000	15,060	139,060	151,600	290,660
2050	127,000	7,620	134,620	156,000	290,620
Total	<u>\$1,688,000.00</u>	<u>\$1,860,570</u>	<u>\$3,548,570</u>	<u>\$4,121,775</u>	<u>\$7,670,345</u>

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**EXHIBIT E-3 - IMPROVEMENT AREA #2 SERIES 2022 BONDS DEBT SERVICE
SCHEDULE**

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2023	—	\$ 132,758.38	\$ 132,758.38
2024	\$ 30,000.00	150,292.50	180,292.50
2025	32,000.00	148,642.50	180,642.50
2026	34,000.00	146,882.50	180,882.50
2027	36,000.00	145,012.50	181,012.50
2028	38,000.00	143,032.50	181,032.50
2029	41,000.00	140,942.50	181,942.50
2030	43,000.00	138,687.50	181,687.50
2031	46,000.00	136,000.00	182,000.00
2032	49,000.00	133,125.00	182,125.00
2033	52,000.00	130,062.50	182,062.50
2034	56,000.00	126,812.50	182,812.50
2035	60,000.00	123,312.50	183,312.50
2036	64,000.00	119,562.50	183,562.50
2037	68,000.00	115,562.50	183,562.50
2038	72,000.00	111,312.20	183,312.50
2039	77,000.00	106,812.50	183,812.50
2040	83,000.00	102,000.00	185,000.00
2041	88,000.00	96,812.50	184,812.50
2042	94,000.00	91,312.50	185,312.50
2043	100,000.00	85,437.50	185,437.50
2044	107,000.00	79,187.50	186,187.50
2045	114,000.00	72,500.00	186,500.00
2046	122,000.00	65,375.00	187,375.00
2047	130,000.00	57,750.00	187,750.00
2048	139,000.00	49,625.00	188,625.00
2049	148,000.00	40,937.50	188,937.50
2050	159,000.00	31,687.50	190,687.50
2051	169,000.00	21,750.00	190,750.00
2052	179,000.00	11,187.50	190,187.50
Total	<u>\$2,430,000.00</u>	<u>\$3,054,375.88</u>	<u>\$5,484,375.88</u>

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**EXHIBIT E-4 - IMPROVEMENT AREA #2 SERIES 2023 BONDS DEBT SERVICE
SCHEDULE**

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2024	\$ 41,000.00	\$ 151,317.52	\$ 192,317.52
2025	41,000.00	151,450.00	192,450.00
2026	43,000.00	149,451.26	192,451.26
2027	45,000.00	147,355.00	192,355.00
2028	48,000.00	145,161.26	193,161.26
2029	49,000.00	142,821.26	191,821.26
2030	53,000.00	140,432.50	193,432.50
2031	55,000.00	137,848.76	192,848.76
2032	58,000.00	135,167.50	193,167.50
2033	62,000.00	132,340.00	194,340.00
2034	65,000.00	129,317.50	194,317.50
2035	69,000.00	125,580.00	194,580.00
2036	73,000.00	121,612.50	194,612.50
2037	78,000.00	117,415.00	195,415.00
2038	83,000.00	112,930.00	195,930.00
2039	88,000.00	108,157.50	196,157.50
2040	93,000.00	103,097.50	196,097.50
2041	99,000.00	97,750.00	196,750.00
2042	105,000.00	92,057.50	197,057.50
2043	112,000.00	86,020.00	198,020.00
2044	119,000.00	79,580.00	198,580.00
2045	127,000.00	72,737.50	199,737.50
2046	135,000.00	65,435.00	200,435.00
2047	143,000.00	57,672.50	200,672.50
2048	152,000.00	49,450.00	201,450.00
2049	162,000.00	40,710.00	202,710.00
2050	171,000.00	31,395.00	202,395.00
2051	182,000.00	21,562.50	203,562.50
2052	193,000.00	11,097.50	204,097.50
Total	<u>\$2,744,000.00</u>	<u>\$2,956,922.56</u>	<u>\$5,700,922.56</u>

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EXHIBIT E-5 - IMPROVEMENT AREA #3 SERIES 2023 BONDS DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 53,000.00	\$ 192,035.28	\$ 192,035.28
2025	55,000.00	194,740.00	247,740.00
2026	57,000.00	192,090.00	247,090.00
2027	60,000.00	189,340.00	246,340.00
2028	63,000.00	186,490.00	246,490.00
2029	65,000.00	183,490.00	246,490.00
2030	68,000.00	180,340.00	245,340.00
2031	71,000.00	177,090.00	245,090.00
2032	74,000.00	173,690.00	244,690.00
2033	78,000.00	170,140.00	244,140.00
2034	82,000.00	166,440.00	244,440.00
2035	87,000.00	161,760.00	243,760.00
2036	91,000.00	156,840.00	243,840.00
2037	96,000.00	151,620.00	242,620.00
2038	102,000.00	146,160.00	242,160.00
2039	108,000.00	140,400.00	242,400.00
2040	114,000.00	134,280.00	242,280.00
2041	120,000.00	127,800.00	241,800.00
2042	127,000.00	120,960.00	240,960.00
2043	135,000.00	113,760.00	240,760.00
2044	142,000.00	106,140.00	241,140.00
2045	151,000.00	98,040.00	240,040.00
2046	160,000.00	89,520.00	240,520.00
2047	169,000.00	80,460.00	240,460.00
2048	179,000.00	70,860.00	239,860.00
2049	189,000.00	60,720.00	239,720.00
2050	201,000.00	49,980.00	238,980.00
2051	213,000.00	38,640.00	239,640.00
2052	230,000.00	26,580.00	239,580.00
2053	53,000.00	13,800.00	243,800.00
Total	<u>\$3,340,000.00</u>	<u>\$3,894,205.28</u>	<u>\$7,234,205.28</u>

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**EXHIBIT E-6 - IMPROVEMENT AREA #3 SERIES 2025 BONDS DEBT SERVICE
SCHEDULE**

City of Tomball

Special Assessment Revenue Bonds, Series 2025
(Raburn Reserve PID Improvement Area #3)

Debt Service

Date	Principal	Coupon	Interest	Total P+
09/30/2025	100,000.00	5.250%	65,367.92	165,367.92
09/30/2026	37,000.00	5.250%	118,605.00	155,605.00
09/30/2027	39,000.00	5.250%	116,662.50	155,662.50
09/30/2028	41,000.00	5.250%	114,615.00	155,615.00
09/30/2029	42,000.00	5.250%	112,462.50	154,462.50
09/30/2030	45,000.00	5.250%	110,257.50	155,257.50
09/30/2031	47,000.00	5.250%	107,895.00	154,895.00
09/30/2032	50,000.00	5.250%	105,427.50	155,427.50
09/30/2033	52,000.00	5.250%	102,802.50	154,802.50
09/30/2034	54,000.00	5.250%	100,072.50	154,072.50
09/30/2035	57,000.00	5.250%	97,237.50	154,237.50
09/30/2036	60,000.00	5.250%	94,245.00	154,245.00
09/30/2037	64,000.00	5.250%	91,095.00	155,095.00
09/30/2038	67,000.00	5.250%	87,735.00	154,735.00
09/30/2039	70,000.00	5.250%	84,217.50	154,217.50
09/30/2040	74,000.00	5.250%	80,542.50	154,542.50
09/30/2041	77,000.00	5.250%	76,657.50	153,657.50
09/30/2042	82,000.00	5.250%	72,615.00	154,615.00
09/30/2043	86,000.00	5.250%	68,310.00	154,310.00
09/30/2044	90,000.00	5.250%	63,795.00	153,795.00
09/30/2045	96,000.00	5.500%	59,070.00	155,070.00
09/30/2046	100,000.00	5.500%	53,790.00	153,790.00
09/30/2047	105,000.00	5.500%	48,290.00	153,290.00
09/30/2048	112,000.00	5.500%	42,515.00	154,515.00
09/30/2049	118,000.00	5.500%	36,355.00	154,355.00
09/30/2050	125,000.00	5.500%	29,865.00	154,865.00
09/30/2051	131,000.00	5.500%	22,990.00	153,990.00
09/30/2052	139,000.00	5.500%	15,785.00	154,785.00
09/30/2053	148,000.00	5.500%	8,140.00	156,140.00
Total	\$2,308,000.00	-	\$2,187,417.92	\$4,495,417.92

EXHIBIT F – BUYER DISCLOSURES

Attached in this exhibit are the following Homebuyer Disclosures for the District:

- Lot Type 1
- Lot Type 1 – 141-629-002-0010
- Lot Type 1 – 141-629-001-0004
- Lot Type 1 – 141-629-004-0021
- Lot Type 2
- Lot Type 2 – 145-555-003-0014
- Lot Type 2 – 145-555-003-0046
- Lot Type 3

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -
LOT TYPE 1 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$29,406.02

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

§

§

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 _____

§

§

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 – Improvement Area #1 – Lot Type 1

Installment Due January 31,	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 413.53	\$ 678.34	\$ 172.93	\$ 720.28	\$ 147.03	\$ 330.16	\$ 2,462.27
2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 711.20	\$ 144.10	\$ 336.76	\$ 2,480.50
2028	\$ 413.53	\$ 650.42	\$ 240.60	\$ 700.15	\$ 140.98	\$ 343.50	\$ 2,489.18
2029	\$ 451.13	\$ 636.47	\$ 240.60	\$ 687.52	\$ 137.71	\$ 350.37	\$ 2,503.79
2030	\$ 451.13	\$ 621.24	\$ 278.20	\$ 674.89	\$ 134.25	\$ 357.37	\$ 2,517.07
2031	\$ 488.72	\$ 606.02	\$ 240.60	\$ 658.20	\$ 130.60	\$ 364.52	\$ 2,488.66
2032	\$ 488.72	\$ 586.47	\$ 315.79	\$ 643.76	\$ 126.95	\$ 371.81	\$ 2,533.50
2033	\$ 526.32	\$ 566.92	\$ 315.79	\$ 624.81	\$ 122.93	\$ 379.25	\$ 2,536.01
2034	\$ 563.91	\$ 545.86	\$ 315.79	\$ 605.86	\$ 118.72	\$ 386.83	\$ 2,536.98
2035	\$ 563.91	\$ 523.31	\$ 353.38	\$ 586.92	\$ 114.32	\$ 394.57	\$ 2,536.41
2036	\$ 601.50	\$ 500.75	\$ 353.38	\$ 565.71	\$ 109.74	\$ 402.46	\$ 2,533.55
2037	\$ 639.10	\$ 476.69	\$ 398.50	\$ 544.51	\$ 104.96	\$ 410.51	\$ 2,574.27
2038	\$ 639.10	\$ 451.13	\$ 436.09	\$ 520.60	\$ 99.77	\$ 418.72	\$ 2,565.41
2039	\$ 676.69	\$ 425.56	\$ 473.68	\$ 494.44	\$ 94.40	\$ 427.09	\$ 2,591.87
2040	\$ 714.29	\$ 398.50	\$ 481.20	\$ 466.02	\$ 88.65	\$ 435.64	\$ 2,584.28
2041	\$ 751.88	\$ 369.92	\$ 518.80	\$ 437.14	\$ 82.67	\$ 444.35	\$ 2,604.76
2042	\$ 789.47	\$ 339.85	\$ 563.91	\$ 406.02	\$ 76.32	\$ 453.24	\$ 2,628.80
2043	\$ 827.07	\$ 308.27	\$ 609.02	\$ 372.18	\$ 69.55	\$ 462.30	\$ 2,648.39
2044	\$ 864.66	\$ 275.19	\$ 616.54	\$ 335.64	\$ 62.37	\$ 471.55	\$ 2,625.95
2045	\$ 902.26	\$ 240.60	\$ 699.25	\$ 298.65	\$ 54.96	\$ 480.98	\$ 2,676.69
2046	\$ 939.85	\$ 204.51	\$ 744.36	\$ 256.69	\$ 46.95	\$ 490.60	\$ 2,682.97
2047	\$ 977.44	\$ 166.92	\$ 796.99	\$ 212.03	\$ 38.53	\$ 500.41	\$ 2,692.33
2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 164.21	\$ 29.66	\$ 510.42	\$ 2,696.77
2049	\$ 1,052.63	\$ 87.22	\$ 932.33	\$ 113.23	\$ 20.34	\$ 520.63	\$ 2,726.38
2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 57.29	\$ 10.41	\$ 531.04	\$ 2,726.57
Total	\$ 17,293.23	\$ 10,497.46	\$ 12,112.78	\$ 11,857.95	\$ 2,306.88	\$ 10,575.07	\$ 64,643.38

Footnotes:

[a] Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.

[b] Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

[c] Includes \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] 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.

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -
LOT TYPE 141-629-002-0010 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE 141-629-002-0010 PRINCIPAL ASSESSMENT:
\$25,233.88**

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

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 _____

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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 – Improvement Area #1 – Lot Type 141-629-002-0010

Annual Installment Due	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
1/31/2026	\$ 354.86	\$ 582.09	\$ 148.40	\$ 618.09	\$ 126.17	\$ 283.32	\$ 2,112.92
1/31/2027	\$ 354.86	\$ 570.12	\$ 180.66	\$ 610.30	\$ 123.65	\$ 288.98	\$ 2,128.57
1/31/2028	\$ 354.86	\$ 558.14	\$ 206.46	\$ 600.81	\$ 120.98	\$ 294.76	\$ 2,136.02
1/31/2029	\$ 387.12	\$ 546.16	\$ 206.46	\$ 589.97	\$ 118.17	\$ 300.66	\$ 2,148.55
1/31/2030	\$ 387.12	\$ 533.10	\$ 238.73	\$ 579.13	\$ 115.20	\$ 306.67	\$ 2,159.95
1/31/2031	\$ 419.38	\$ 520.03	\$ 206.46	\$ 564.81	\$ 112.07	\$ 312.80	\$ 2,135.57
1/31/2032	\$ 419.38	\$ 503.26	\$ 270.99	\$ 552.42	\$ 108.94	\$ 319.06	\$ 2,174.05
1/31/2033	\$ 451.64	\$ 486.48	\$ 270.99	\$ 536.16	\$ 105.49	\$ 325.44	\$ 2,176.20
1/31/2034	\$ 483.90	\$ 468.42	\$ 270.99	\$ 519.90	\$ 101.88	\$ 331.95	\$ 2,177.04
1/31/2035	\$ 483.90	\$ 449.06	\$ 303.25	\$ 503.65	\$ 98.10	\$ 338.59	\$ 2,176.54
1/31/2036	\$ 516.16	\$ 429.71	\$ 303.25	\$ 485.45	\$ 94.17	\$ 345.36	\$ 2,174.09
1/31/2037	\$ 548.42	\$ 409.06	\$ 341.96	\$ 467.26	\$ 90.07	\$ 352.27	\$ 2,209.03
1/31/2038	\$ 548.42	\$ 387.12	\$ 374.22	\$ 446.74	\$ 85.62	\$ 359.31	\$ 2,201.43
1/31/2039	\$ 580.68	\$ 365.18	\$ 406.48	\$ 424.29	\$ 81.01	\$ 366.50	\$ 2,224.13
1/31/2040	\$ 612.94	\$ 341.96	\$ 412.93	\$ 399.90	\$ 76.07	\$ 373.83	\$ 2,217.62
1/31/2041	\$ 645.20	\$ 317.44	\$ 445.19	\$ 375.12	\$ 70.94	\$ 381.31	\$ 2,235.20
1/31/2042	\$ 677.46	\$ 291.63	\$ 483.90	\$ 348.41	\$ 65.49	\$ 388.93	\$ 2,255.83
1/31/2043	\$ 709.72	\$ 264.53	\$ 522.61	\$ 319.38	\$ 59.68	\$ 396.71	\$ 2,272.64
1/31/2044	\$ 741.98	\$ 236.14	\$ 529.07	\$ 288.02	\$ 53.52	\$ 404.64	\$ 2,253.38
1/31/2045	\$ 774.24	\$ 206.46	\$ 600.04	\$ 256.27	\$ 47.16	\$ 412.74	\$ 2,296.92
1/31/2046	\$ 806.50	\$ 175.50	\$ 638.75	\$ 220.27	\$ 40.29	\$ 420.99	\$ 2,302.31
1/31/2047	\$ 838.76	\$ 143.24	\$ 683.91	\$ 181.95	\$ 33.07	\$ 429.41	\$ 2,310.34
1/31/2048	\$ 871.02	\$ 109.68	\$ 729.08	\$ 140.91	\$ 25.45	\$ 438.00	\$ 2,314.15
1/31/2049	\$ 903.28	\$ 74.84	\$ 800.05	\$ 97.17	\$ 17.45	\$ 446.76	\$ 2,339.56
1/31/2050	\$ 967.80	\$ 38.71	\$ 819.41	\$ 49.16	\$ 8.94	\$ 455.69	\$ 2,339.72
Total	\$14,839.66	\$ 9,008.08	\$ 10,394.22	\$10,175.54	\$1,979.58	\$ 9,074.67	\$ 55,471.75

Footnotes:

- [a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.
- [b] Interest on the Improvement Area #1 Additional Bonds is calculated at the actual rate of the PID Bonds.
- [c] Includes a \$60 per lot (\$7,980 for Improvement Area #1) for costs incurred by City staff for administering the PID.
- [d] 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.

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -
LOT TYPE 141-629-001-0004 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE 141-629-001-0004 PRINCIPAL ASSESSMENT:
\$21,552.59**

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

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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 _____

§

§

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 – Improvement Area #1 – Lot Type 141-629-001-0004

Annual Installment Due	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
1/31/2026	\$ 303.09	\$ 497.17	\$ 126.75	\$ 527.92	\$ 107.76	\$ 241.98	\$ 1,804.67
1/31/2027	\$ 303.09	\$ 486.94	\$ 154.30	\$ 521.26	\$ 105.61	\$ 246.82	\$ 1,818.04
1/31/2028	\$ 303.09	\$ 476.72	\$ 176.34	\$ 513.16	\$ 103.33	\$ 251.76	\$ 1,824.40
1/31/2029	\$ 330.65	\$ 466.49	\$ 176.34	\$ 503.90	\$ 100.93	\$ 256.79	\$ 1,835.11
1/31/2030	\$ 330.65	\$ 455.33	\$ 203.90	\$ 494.65	\$ 98.39	\$ 261.93	\$ 1,844.85
1/31/2031	\$ 358.20	\$ 444.17	\$ 176.34	\$ 482.41	\$ 95.72	\$ 267.17	\$ 1,824.01
1/31/2032	\$ 358.20	\$ 429.84	\$ 231.45	\$ 471.83	\$ 93.05	\$ 272.51	\$ 1,856.88
1/31/2033	\$ 385.76	\$ 415.51	\$ 231.45	\$ 457.94	\$ 90.10	\$ 277.96	\$ 1,858.73
1/31/2034	\$ 413.31	\$ 400.08	\$ 231.45	\$ 444.06	\$ 87.01	\$ 283.52	\$ 1,859.44
1/31/2035	\$ 413.31	\$ 383.55	\$ 259.00	\$ 430.17	\$ 83.79	\$ 289.19	\$ 1,859.01
1/31/2036	\$ 440.86	\$ 367.02	\$ 259.00	\$ 414.63	\$ 80.43	\$ 294.98	\$ 1,856.91
1/31/2037	\$ 468.42	\$ 349.38	\$ 292.07	\$ 399.09	\$ 76.93	\$ 300.88	\$ 1,886.77
1/31/2038	\$ 468.42	\$ 330.65	\$ 319.62	\$ 381.57	\$ 73.13	\$ 306.89	\$ 1,880.27
1/31/2039	\$ 495.97	\$ 311.91	\$ 347.18	\$ 362.39	\$ 69.19	\$ 313.03	\$ 1,899.66
1/31/2040	\$ 523.53	\$ 292.07	\$ 352.69	\$ 341.56	\$ 64.97	\$ 319.29	\$ 1,894.10
1/31/2041	\$ 551.08	\$ 271.13	\$ 380.24	\$ 320.40	\$ 60.59	\$ 325.68	\$ 1,909.12
1/31/2042	\$ 578.63	\$ 249.09	\$ 413.31	\$ 297.58	\$ 55.93	\$ 332.19	\$ 1,926.73
1/31/2043	\$ 606.19	\$ 225.94	\$ 446.37	\$ 272.78	\$ 50.97	\$ 338.84	\$ 1,941.09
1/31/2044	\$ 633.74	\$ 201.69	\$ 451.88	\$ 246.00	\$ 45.71	\$ 345.61	\$ 1,924.64
1/31/2045	\$ 661.30	\$ 176.34	\$ 512.50	\$ 218.89	\$ 40.28	\$ 352.52	\$ 1,961.84
1/31/2046	\$ 688.85	\$ 149.89	\$ 545.57	\$ 188.14	\$ 34.41	\$ 359.57	\$ 1,966.43
1/31/2047	\$ 716.40	\$ 122.34	\$ 584.14	\$ 155.40	\$ 28.24	\$ 366.77	\$ 1,973.29
1/31/2048	\$ 743.96	\$ 93.68	\$ 622.71	\$ 120.36	\$ 21.74	\$ 374.10	\$ 1,976.55
1/31/2049	\$ 771.51	\$ 63.92	\$ 683.33	\$ 82.99	\$ 14.91	\$ 381.58	\$ 1,998.25
1/31/2050	\$ 826.62	\$ 33.06	\$ 699.87	\$ 41.99	\$ 7.63	\$ 389.22	\$ 1,998.39
Total	\$ 12,674.76	\$ 7,693.92	\$ 8,877.83	\$ 8,691.07	\$ 1,690.78	\$ 7,750.80	\$ 47,379.17

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at the actual rate of the PID Bonds.

[c] Includes a \$60 per lot (\$7,980 for Improvement Area #1) for costs incurred by City staff for administering the PID.

[d] 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.

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -
LOT TYPE 141-629-004-0021 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE 141-629-004-0021 PRINCIPAL ASSESSMENT:
\$21,627.60**

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

§

§

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 _____

§

§

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 – Improvement Area #1 – Lot Type 141-629-004-0021

Annual Installment Due	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
1/31/2026	\$ 304.14	\$ 498.90	\$ 127.19	\$ 529.75	\$ 108.14	\$ 242.83	\$ 1,810.95
1/31/2027	\$ 304.14	\$ 488.64	\$ 154.84	\$ 523.08	\$ 105.98	\$ 247.68	\$ 1,824.37
1/31/2028	\$ 304.14	\$ 478.37	\$ 176.96	\$ 514.95	\$ 103.69	\$ 252.64	\$ 1,830.75
1/31/2029	\$ 331.80	\$ 468.11	\$ 176.96	\$ 505.66	\$ 101.28	\$ 257.69	\$ 1,841.49
1/31/2030	\$ 331.80	\$ 456.91	\$ 204.61	\$ 496.37	\$ 98.74	\$ 262.84	\$ 1,851.27
1/31/2031	\$ 359.45	\$ 445.71	\$ 176.96	\$ 484.09	\$ 96.06	\$ 268.10	\$ 1,830.36
1/31/2032	\$ 359.45	\$ 431.34	\$ 232.26	\$ 473.47	\$ 93.37	\$ 273.46	\$ 1,863.35
1/31/2033	\$ 387.10	\$ 416.96	\$ 232.26	\$ 459.54	\$ 90.41	\$ 278.93	\$ 1,865.20
1/31/2034	\$ 414.75	\$ 401.47	\$ 232.26	\$ 445.60	\$ 87.32	\$ 284.51	\$ 1,865.91
1/31/2035	\$ 414.75	\$ 384.88	\$ 259.90	\$ 431.67	\$ 84.08	\$ 290.20	\$ 1,865.48
1/31/2036	\$ 442.39	\$ 368.29	\$ 259.90	\$ 416.07	\$ 80.71	\$ 296.00	\$ 1,863.38
1/31/2037	\$ 470.05	\$ 350.60	\$ 293.09	\$ 400.48	\$ 77.20	\$ 301.92	\$ 1,893.33
1/31/2038	\$ 470.05	\$ 331.80	\$ 320.74	\$ 382.89	\$ 73.38	\$ 307.96	\$ 1,886.82
1/31/2039	\$ 497.69	\$ 312.99	\$ 348.38	\$ 363.65	\$ 69.43	\$ 314.12	\$ 1,906.27
1/31/2040	\$ 525.35	\$ 293.09	\$ 353.91	\$ 342.75	\$ 65.20	\$ 320.40	\$ 1,900.70
1/31/2041	\$ 552.99	\$ 272.07	\$ 381.57	\$ 321.51	\$ 60.80	\$ 326.81	\$ 1,915.76
1/31/2042	\$ 580.64	\$ 249.95	\$ 414.75	\$ 298.62	\$ 56.13	\$ 333.35	\$ 1,933.43
1/31/2043	\$ 608.30	\$ 226.73	\$ 447.92	\$ 273.73	\$ 51.15	\$ 340.01	\$ 1,947.85
1/31/2044	\$ 635.94	\$ 202.40	\$ 453.45	\$ 246.86	\$ 45.87	\$ 346.81	\$ 1,931.33
1/31/2045	\$ 663.60	\$ 176.96	\$ 514.29	\$ 219.65	\$ 40.42	\$ 353.75	\$ 1,968.67
1/31/2046	\$ 691.24	\$ 150.41	\$ 547.46	\$ 188.79	\$ 34.53	\$ 360.83	\$ 1,973.27
1/31/2047	\$ 718.89	\$ 122.76	\$ 586.17	\$ 155.94	\$ 28.34	\$ 368.04	\$ 1,980.15
1/31/2048	\$ 746.54	\$ 94.01	\$ 624.88	\$ 120.77	\$ 21.82	\$ 375.40	\$ 1,983.43
1/31/2049	\$ 774.19	\$ 64.15	\$ 685.71	\$ 83.28	\$ 14.96	\$ 382.91	\$ 2,005.20
1/31/2050	\$ 829.49	\$ 33.18	\$ 702.30	\$ 42.14	\$ 7.66	\$ 390.57	\$ 2,005.34
Total	\$ 12,718.87	\$ 7,720.70	\$ 8,908.73	\$ 8,721.32	\$ 1,696.67	\$ 7,777.77	\$ 47,544.06

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at the actual rate of the PID Bonds.

[c] Includes a \$60 per lot (\$7,980 for Improvement Area #1) for costs incurred by City staff for administering the PID.

[d] 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.

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2 -
LOT TYPE 2 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$42,627.12

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

§

§

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 _____

§

§

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 – Improvement Area #2 – Lot Type 2

Installment Due January 31,	Improvement Area #2 2022 Bonds		Improvement Area #2 2023 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 288.14	\$ 1,244.77	\$ 364.41	\$ 1,266.54	\$ 213.14	\$ 434.83	\$ 3,811.81
2027	\$ 305.08	\$ 1,228.92	\$ 381.36	\$ 1,248.77	\$ 209.87	\$ 443.52	\$ 3,817.53
2028	\$ 322.03	\$ 1,212.14	\$ 406.78	\$ 1,230.18	\$ 206.44	\$ 452.39	\$ 3,829.97
2029	\$ 347.46	\$ 1,194.43	\$ 415.25	\$ 1,210.35	\$ 202.80	\$ 461.44	\$ 3,831.73
2030	\$ 364.41	\$ 1,175.32	\$ 449.15	\$ 1,190.11	\$ 198.98	\$ 470.67	\$ 3,848.64
2031	\$ 389.83	\$ 1,152.54	\$ 466.10	\$ 1,168.21	\$ 194.92	\$ 480.08	\$ 3,851.68
2032	\$ 415.25	\$ 1,128.18	\$ 491.53	\$ 1,145.49	\$ 190.64	\$ 489.68	\$ 3,860.76
2033	\$ 440.68	\$ 1,102.22	\$ 525.42	\$ 1,121.53	\$ 186.10	\$ 499.48	\$ 3,875.43
2034	\$ 474.58	\$ 1,074.68	\$ 550.85	\$ 1,095.91	\$ 181.27	\$ 509.47	\$ 3,886.76
2035	\$ 508.47	\$ 1,045.02	\$ 584.75	\$ 1,064.24	\$ 176.14	\$ 519.66	\$ 3,898.28
2036	\$ 542.37	\$ 1,013.24	\$ 618.64	\$ 1,030.61	\$ 170.68	\$ 530.05	\$ 3,905.60
2037	\$ 576.27	\$ 979.34	\$ 661.02	\$ 995.04	\$ 164.87	\$ 540.65	\$ 3,917.20
2038	\$ 610.17	\$ 943.33	\$ 703.39	\$ 957.03	\$ 158.69	\$ 551.46	\$ 3,924.07
2039	\$ 652.54	\$ 905.19	\$ 745.76	\$ 916.59	\$ 152.12	\$ 562.49	\$ 3,934.70
2040	\$ 703.39	\$ 864.41	\$ 788.14	\$ 873.71	\$ 145.13	\$ 573.74	\$ 3,948.51
2041	\$ 745.76	\$ 820.44	\$ 838.98	\$ 828.39	\$ 137.67	\$ 585.22	\$ 3,956.47
2042	\$ 796.61	\$ 773.83	\$ 889.83	\$ 780.15	\$ 129.75	\$ 596.92	\$ 3,967.09
2043	\$ 847.46	\$ 724.05	\$ 949.15	\$ 728.98	\$ 121.31	\$ 608.86	\$ 3,979.81
2044	\$ 906.78	\$ 671.08	\$ 1,008.47	\$ 674.41	\$ 112.33	\$ 621.04	\$ 3,994.11
2045	\$ 966.10	\$ 614.41	\$ 1,076.27	\$ 616.42	\$ 102.75	\$ 633.46	\$ 4,009.41
2046	\$ 1,033.90	\$ 554.03	\$ 1,144.07	\$ 554.53	\$ 92.54	\$ 646.13	\$ 4,025.20
2047	\$ 1,101.69	\$ 489.41	\$ 1,211.86	\$ 488.75	\$ 81.65	\$ 659.05	\$ 4,032.42
2048	\$ 1,177.97	\$ 420.55	\$ 1,288.14	\$ 419.07	\$ 70.08	\$ 672.23	\$ 4,048.04
2049	\$ 1,254.24	\$ 346.93	\$ 1,372.88	\$ 345.00	\$ 57.75	\$ 685.68	\$ 4,062.48
2050	\$ 1,347.46	\$ 268.54	\$ 1,449.15	\$ 266.06	\$ 44.62	\$ 699.39	\$ 4,075.22
2051	\$ 1,432.20	\$ 184.32	\$ 1,542.37	\$ 182.73	\$ 30.64	\$ 713.38	\$ 4,085.64
2052	\$ 1,516.95	\$ 94.81	\$ 1,635.59	\$ 94.05	\$ 15.76	\$ 727.64	\$ 4,084.81
Total	\$ 20,067.80	\$ 22,226.12	\$ 22,559.32	\$ 22,492.84	\$ 3,748.64	\$ 15,368.61	\$ 106,463.33

Footnotes:

- [a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.
- [b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.
- [c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [d] 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.

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2 -
LOT TYPE 145-555-003-0014 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 - LOT TYPE 145-555-003-0014 PRINCIPAL ASSESSMENT:
\$38,488.97**

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

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 _____

§

§

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 – Improvement Area #2 – Lot Type 145-555-003-0014

Installment Due January 31,	Improvement Area #2 2022 Bonds		Improvement Area #2 2023 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 260.16	\$ 1,123.93	\$ 329.03	\$ 1,143.58	\$ 192.44	\$ 392.61	\$ 3,441.76
2027	\$ 275.47	\$ 1,109.62	\$ 344.33	\$ 1,127.54	\$ 189.50	\$ 400.47	\$ 3,446.93
2028	\$ 290.77	\$ 1,094.47	\$ 367.29	\$ 1,110.76	\$ 186.40	\$ 408.48	\$ 3,458.16
2029	\$ 313.73	\$ 1,078.48	\$ 374.94	\$ 1,092.85	\$ 183.11	\$ 416.64	\$ 3,459.75
2030	\$ 329.03	\$ 1,061.22	\$ 405.55	\$ 1,074.57	\$ 179.67	\$ 424.98	\$ 3,475.02
2031	\$ 351.99	\$ 1,040.66	\$ 420.85	\$ 1,054.80	\$ 175.99	\$ 433.48	\$ 3,477.77
2032	\$ 374.94	\$ 1,018.66	\$ 443.81	\$ 1,034.29	\$ 172.13	\$ 442.15	\$ 3,485.97
2033	\$ 397.90	\$ 995.22	\$ 474.42	\$ 1,012.65	\$ 168.04	\$ 450.99	\$ 3,499.21
2034	\$ 428.51	\$ 970.35	\$ 497.37	\$ 989.52	\$ 163.67	\$ 460.01	\$ 3,509.44
2035	\$ 459.11	\$ 943.57	\$ 527.98	\$ 960.92	\$ 159.04	\$ 469.21	\$ 3,519.84
2036	\$ 489.72	\$ 914.88	\$ 558.59	\$ 930.56	\$ 154.11	\$ 478.59	\$ 3,526.45
2037	\$ 520.33	\$ 884.27	\$ 596.85	\$ 898.45	\$ 148.87	\$ 488.17	\$ 3,536.92
2038	\$ 550.94	\$ 851.75	\$ 635.11	\$ 864.13	\$ 143.28	\$ 497.93	\$ 3,543.13
2039	\$ 589.19	\$ 817.32	\$ 673.37	\$ 827.61	\$ 137.35	\$ 507.89	\$ 3,552.72
2040	\$ 635.11	\$ 780.49	\$ 711.63	\$ 788.89	\$ 131.04	\$ 518.05	\$ 3,565.20
2041	\$ 673.37	\$ 740.80	\$ 757.54	\$ 747.97	\$ 124.30	\$ 528.41	\$ 3,572.38
2042	\$ 719.28	\$ 698.71	\$ 803.45	\$ 704.41	\$ 117.15	\$ 538.97	\$ 3,581.97
2043	\$ 765.19	\$ 653.76	\$ 857.01	\$ 658.21	\$ 109.54	\$ 549.75	\$ 3,593.46
2044	\$ 818.75	\$ 605.93	\$ 910.57	\$ 608.94	\$ 101.43	\$ 560.75	\$ 3,606.37
2045	\$ 872.31	\$ 554.76	\$ 971.79	\$ 556.58	\$ 92.78	\$ 571.96	\$ 3,620.19
2046	\$ 933.53	\$ 500.24	\$ 1,033.00	\$ 500.70	\$ 83.56	\$ 583.40	\$ 3,634.44
2047	\$ 994.74	\$ 441.90	\$ 1,094.22	\$ 441.30	\$ 73.73	\$ 595.07	\$ 3,640.96
2048	\$ 1,063.61	\$ 379.72	\$ 1,163.09	\$ 378.39	\$ 63.28	\$ 606.97	\$ 3,655.06
2049	\$ 1,132.48	\$ 313.25	\$ 1,239.60	\$ 311.51	\$ 52.15	\$ 619.11	\$ 3,668.10
2050	\$ 1,216.65	\$ 242.47	\$ 1,308.47	\$ 240.23	\$ 40.29	\$ 631.49	\$ 3,679.60
2051	\$ 1,293.17	\$ 166.43	\$ 1,392.64	\$ 164.99	\$ 27.66	\$ 644.12	\$ 3,689.02
2052	\$ 1,369.69	\$ 85.61	\$ 1,476.81	\$ 84.92	\$ 14.23	\$ 657.01	\$ 3,688.26
Total	\$ 18,119.66	\$ 20,068.46	\$ 20,369.31	\$ 20,309.28	\$ 3,384.73	\$ 13,876.66	\$ 96,128.09

Footnotes:

[a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

[b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.

[c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

[d] 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.

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2 -
LOT TYPE 145-555-003-0046 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 - LOT TYPE 145-555-003-0046 PRINCIPAL ASSESSMENT:
\$41,616.78**

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

§

§

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 _____

§

§

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 – Improvement Area #2 – Lot Type 145-555-003-0046

Installment Due January 31,	Improvement Area #2 2022 Bonds		Improvement Area #2 2023 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 281.31	\$ 1,215.26	\$ 355.77	\$ 1,236.52	\$ 208.08	\$ 424.52	\$ 3,721.46
2027	\$ 297.85	\$ 1,199.79	\$ 372.32	\$ 1,219.17	\$ 204.90	\$ 433.01	\$ 3,727.04
2028	\$ 314.40	\$ 1,183.41	\$ 397.14	\$ 1,201.02	\$ 201.55	\$ 441.67	\$ 3,739.19
2029	\$ 339.22	\$ 1,166.12	\$ 405.41	\$ 1,181.66	\$ 197.99	\$ 450.50	\$ 3,740.91
2030	\$ 355.77	\$ 1,147.46	\$ 438.51	\$ 1,161.90	\$ 194.27	\$ 459.51	\$ 3,757.42
2031	\$ 380.59	\$ 1,125.23	\$ 455.05	\$ 1,140.52	\$ 190.30	\$ 468.70	\$ 3,760.39
2032	\$ 405.41	\$ 1,101.44	\$ 479.88	\$ 1,118.34	\$ 186.12	\$ 478.08	\$ 3,769.26
2033	\$ 430.23	\$ 1,076.10	\$ 512.97	\$ 1,094.94	\$ 181.69	\$ 487.64	\$ 3,783.58
2034	\$ 463.33	\$ 1,049.21	\$ 537.79	\$ 1,069.94	\$ 176.97	\$ 497.39	\$ 3,794.63
2035	\$ 496.42	\$ 1,020.25	\$ 570.89	\$ 1,039.01	\$ 171.97	\$ 507.34	\$ 3,805.88
2036	\$ 529.52	\$ 989.23	\$ 603.98	\$ 1,006.19	\$ 166.63	\$ 517.49	\$ 3,813.03
2037	\$ 562.61	\$ 956.13	\$ 645.35	\$ 971.46	\$ 160.97	\$ 527.84	\$ 3,824.35
2038	\$ 595.71	\$ 920.97	\$ 686.72	\$ 934.35	\$ 154.93	\$ 538.39	\$ 3,831.06
2039	\$ 637.08	\$ 883.74	\$ 728.09	\$ 894.86	\$ 148.51	\$ 549.16	\$ 3,841.44
2040	\$ 686.72	\$ 843.92	\$ 769.46	\$ 853.00	\$ 141.69	\$ 560.14	\$ 3,854.92
2041	\$ 728.09	\$ 801.00	\$ 819.10	\$ 808.76	\$ 134.41	\$ 571.35	\$ 3,862.69
2042	\$ 777.73	\$ 755.49	\$ 868.74	\$ 761.66	\$ 126.67	\$ 582.77	\$ 3,873.06
2043	\$ 827.37	\$ 706.89	\$ 926.66	\$ 711.70	\$ 118.44	\$ 594.43	\$ 3,885.49
2044	\$ 885.29	\$ 655.17	\$ 984.57	\$ 658.42	\$ 109.67	\$ 606.32	\$ 3,899.44
2045	\$ 943.20	\$ 599.84	\$ 1,050.76	\$ 601.81	\$ 100.32	\$ 618.44	\$ 3,914.38
2046	\$ 1,009.39	\$ 540.89	\$ 1,116.95	\$ 541.39	\$ 90.35	\$ 630.81	\$ 3,929.79
2047	\$ 1,075.58	\$ 477.81	\$ 1,183.14	\$ 477.17	\$ 79.72	\$ 643.43	\$ 3,936.84
2048	\$ 1,150.05	\$ 410.58	\$ 1,257.60	\$ 409.14	\$ 68.42	\$ 656.30	\$ 3,952.09
2049	\$ 1,224.51	\$ 338.71	\$ 1,340.34	\$ 336.82	\$ 56.39	\$ 669.42	\$ 3,966.19
2050	\$ 1,315.52	\$ 262.17	\$ 1,414.81	\$ 259.75	\$ 43.56	\$ 682.81	\$ 3,978.63
2051	\$ 1,398.26	\$ 179.95	\$ 1,505.82	\$ 178.40	\$ 29.91	\$ 696.47	\$ 3,988.81
2052	\$ 1,480.99	\$ 92.56	\$ 1,596.83	\$ 91.82	\$ 15.39	\$ 710.40	\$ 3,987.99
Total	\$ 19,592.15	\$ 21,699.32	\$ 22,024.63	\$ 21,959.72	\$ 3,659.79	\$ 15,004.35	\$ 103,939.97

Footnotes:

[a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

[b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.

[c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

[d] 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.

**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #3 -
LOT TYPE 3 - BUYER DISCLOSURE**

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 372.005), 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
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 - LOT TYPE 3 PRINCIPAL ASSESSMENT: \$39,250.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 *Raburn Reserve Public Improvement District* (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 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 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 _____

§

§

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 _____

§

§

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 – Improvement Area #3 – Lot Type 3

Installment Due January 31,	Improvement Area # 3 Series 2023 Bonds		Improvement Area #3 Series 2025 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 392.86	\$ 1,372.07	\$ 264.29	\$ 847.18	\$ 196.25	\$ 347.94	\$ 3,420.58
2027	\$ 407.14	\$ 1,352.43	\$ 278.57	\$ 833.30	\$ 192.96	\$ 354.90	\$ 3,419.31
2028	\$ 428.57	\$ 1,332.07	\$ 292.86	\$ 818.68	\$ 189.54	\$ 361.99	\$ 3,423.71
2029	\$ 450.00	\$ 1,310.64	\$ 300.00	\$ 803.30	\$ 185.93	\$ 369.23	\$ 3,419.11
2030	\$ 464.29	\$ 1,288.14	\$ 321.43	\$ 787.55	\$ 182.18	\$ 376.62	\$ 3,420.21
2031	\$ 485.71	\$ 1,264.93	\$ 335.71	\$ 770.68	\$ 178.25	\$ 384.15	\$ 3,419.44
2032	\$ 507.14	\$ 1,240.64	\$ 357.14	\$ 753.05	\$ 174.14	\$ 391.83	\$ 3,423.96
2033	\$ 528.57	\$ 1,215.29	\$ 371.43	\$ 734.30	\$ 169.82	\$ 399.67	\$ 3,419.08
2034	\$ 557.14	\$ 1,188.86	\$ 385.71	\$ 714.80	\$ 165.32	\$ 407.67	\$ 3,419.50
2035	\$ 585.71	\$ 1,155.43	\$ 407.14	\$ 694.55	\$ 160.61	\$ 415.82	\$ 3,419.26
2036	\$ 621.43	\$ 1,120.29	\$ 428.57	\$ 673.18	\$ 155.64	\$ 424.13	\$ 3,423.24
2037	\$ 650.00	\$ 1,083.00	\$ 457.14	\$ 650.68	\$ 150.39	\$ 432.62	\$ 3,423.83
2038	\$ 685.71	\$ 1,044.00	\$ 478.57	\$ 626.68	\$ 144.86	\$ 441.27	\$ 3,421.09
2039	\$ 728.57	\$ 1,002.86	\$ 500.00	\$ 601.55	\$ 139.04	\$ 450.10	\$ 3,422.11
2040	\$ 771.43	\$ 959.14	\$ 528.57	\$ 575.30	\$ 132.89	\$ 459.10	\$ 3,426.44
2041	\$ 814.29	\$ 912.86	\$ 550.00	\$ 547.55	\$ 126.39	\$ 468.28	\$ 3,419.37
2042	\$ 857.14	\$ 864.00	\$ 585.71	\$ 518.68	\$ 119.57	\$ 477.64	\$ 3,422.75
2043	\$ 907.14	\$ 812.57	\$ 614.29	\$ 487.93	\$ 112.36	\$ 487.20	\$ 3,421.48
2044	\$ 964.29	\$ 758.14	\$ 642.86	\$ 455.68	\$ 104.75	\$ 496.94	\$ 3,422.66
2045	\$ 1,014.29	\$ 700.29	\$ 685.71	\$ 421.93	\$ 96.71	\$ 506.88	\$ 3,425.81
2046	\$ 1,078.57	\$ 639.43	\$ 714.29	\$ 384.21	\$ 88.21	\$ 517.02	\$ 3,421.73
2047	\$ 1,142.86	\$ 574.71	\$ 750.00	\$ 344.93	\$ 79.25	\$ 527.36	\$ 3,419.11
2048	\$ 1,207.14	\$ 506.14	\$ 800.00	\$ 303.68	\$ 69.79	\$ 537.91	\$ 3,424.66
2049	\$ 1,278.57	\$ 433.71	\$ 842.86	\$ 259.68	\$ 59.75	\$ 548.66	\$ 3,423.23
2050	\$ 1,350.00	\$ 357.00	\$ 892.86	\$ 213.32	\$ 49.14	\$ 559.64	\$ 3,421.96
2051	\$ 1,435.71	\$ 276.00	\$ 935.71	\$ 164.21	\$ 37.93	\$ 570.83	\$ 3,420.40
2052	\$ 1,521.43	\$ 189.86	\$ 992.86	\$ 112.75	\$ 26.07	\$ 582.25	\$ 3,425.21
2053	\$ 1,642.86	\$ 98.57	\$ 1,057.14	\$ 58.14	\$ 13.50	\$ 593.89	\$ 3,464.11
Total	\$ 23,478.57	\$ 25,053.07	\$ 15,771.43	\$ 15,157.50	\$ 3,501.25	\$ 12,891.53	\$ 95,853.35

Footnotes:

- [a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual of the Series 2023 Bonds.
- [b] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual of the Series 2025 Bonds.
- [c] \$60 per lot (\$7,140 for Improvement Area #3) is budgeted for costs incurred by City staff for administering the PID.
- [d] 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: February 17, 2025

Topic:

Approve a Pipeline License Agreement with BNSF Railway Company for the installation of a water line along E. Hufsmith crossing under the BNSF railroad crossing, Project Number 2024-10002, for a not-to-exceed amount of \$5,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2023-2024 capital budget.

Background:

The City completed and adopted an update to the Water Master Plan in 2023 (Resolution Number 2023-48). The proposed 16-inch water line extension along E. Hufsmith was identified in the Water Master Plan as a high-priority project to be completed within five years.

The project is to install a 16-inch water line along E. Hufsmith from the current end of the existing 16-inch line at Timber Trails Lake Place extending to the intersection of Ulrich Road/S. Cherry Street and crossing under the BNSF railroad crossing. The recommendation for the project will ensure the ability to serve future peak hourly demand and provide distribution system capacity for maintaining the Ulrich elevated storage tank (EST) water level and increasing available fire flow.

In February 2024, City Council approved a professional services agreement with Oller Engineering, Inc. (OEI) to complete the design of the water line and aspects required for project completion. OEI has been working to complete the design, including coordination with BNSF to obtain permission for crossing under the BNSF railroad crossing.

As part of the permission for the railroad crossing the City must execute a Pipeline License agreement for the construction, installation, and maintenance of the water line along BNSF’s right-of-way. The agreement will provide the necessary legal access, ensure safety compliance, and outline the responsibilities and obligations of both parties for the successful completion and ongoing maintenance of the water line project.

The proposed Pipeline License Agreement with BNSF Railway Company is for a not-to-exceed amount of \$5,000.

Project Cost	FY 2024 Expenditures	FY 2025 Anticipated Expenditures
Engineering – OEI	\$45,217.08	\$301,164.92
BNSF Railway Company	\$0.00	\$4,966.00
Proposed Construction (estimate)	\$0.00	\$2,205,652
Total Cost	\$45,217.08	\$2,511,782.92
FY2024:	FY2025 Funding (Impact Fees):	Total Project Budget:
\$45,217.08	\$2,511,782.92	\$2,557,000

Origination: Project Management

Recommendation:

Staff recommends approving a Pipeline License Agreement with BNSF Railway Company for the installation of a water line along E. Hufsmith crossing under the BNSF railroad crossing for a not-to-exceed amount of \$5,000.

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: X No:

If yes, specify Account Number: #400-731-6409

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

Signed: Meagan Mageo **Approved by:**
Staff Member Date City Manager Date

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 20__ (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF TOMBALL**, a Texas municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 16 inches in diameter inside a 24 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Tomball, County of Harris, State of Texas, Line Segment 0492, Mile Post 85.16 as shown on the attached Drawing No. 92803, dated November 1, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry drinking water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 505-300-9720, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR**

THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$2,000,000 per occurrence and an aggregate limit of at least \$4,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Any contractor coming on to the property must maintain a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
17. Environmental.
- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as

defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.

- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et

seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to

Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns,

shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Tomball
2811 S Loop 289 Suite 17
Lubbock, TX 79423

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____

By: Patricia Villegas
Title: Vice President, Permits

LICENSEE:

City of Tomball, a Texas municipality

By: _____

By:
Title:



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Consider appeal of Section 18-347-Buffer Zones of Article XI, Tree Preservation.

Background:

Mr. Jack Shoup with Investment & Development Ventures, LLC is requesting relief from the City of Tomball Tree Preservation provisions as it pertains to buffer zones.

Section 18-342 provides that the City Council shall consider appeals to the tree preservation provisions where an undue hardship exists. Section 18-347-Buffer Zones states that following:

For plats submitted after the effective date of this provision that are adjacent to existing properties zoned for residential uses that are not part of the new subdivision, a buffer zone is required in the new subdivision along the common boundary between the new subdivision and the existing residential zone. The buffer zone shall be established as a platted reserve restricted exclusively for trees and landscaping, being a strip not less than 18 feet deep running parallel and adjacent to the common boundary and not less than 15 feet deep behind the back line of any easement or series of abutting parallel easements along the common boundary. Outside of any existing or proposed easement within the buffer zone, all trees and underbrush within this buffer zone, if they exist, are subject to mandatory preservation.

Origination: Mr. Jack Shoup, Investment & Development Ventures, LLC

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

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



City of Tomball
Community Development
501 James St
Tomball, TX 77375

Applicant's Statement

IDV, the applicant, is requesting that City Council consider this appeal to Section 18-347-Buffer Zones in the Tree Preservation Provisions.

Existing Conditions:

The subject tract is partially adjacent to land zoned for residential. The attached image shows the location of the property. The subject tract is predominantly unwooded. A non-exclusive pipeline easement exists on the site adjacent to residential zoning – the portion of the easement in consideration is located along a portion of the eastern property line and a portion of the northern property line. The attached exhibit also shows IDV's site plan, the easement location, adjacent zoning, and the buffer zone in consideration.

Tomball Buffer Zone Requirement:

To comply with the new Tree Preservation Provisions, the land owner would be required to record a 15' wide buffer zone in addition to the existing 30' wide easement (45' in total) since the easement runs along the property line. In contrast, if an easement does not exist along the property line, then the buffer zone is just the first 18' from the property line where adjacent to residential zoning.

Appeal and Proposed Condition:

IDV is proposing to place the 18' Tree Preservation Buffer Zone on the existing easement, on the first 18' from the property line, where adjacent to residential zoning.

Consistency with Guiding Documents:

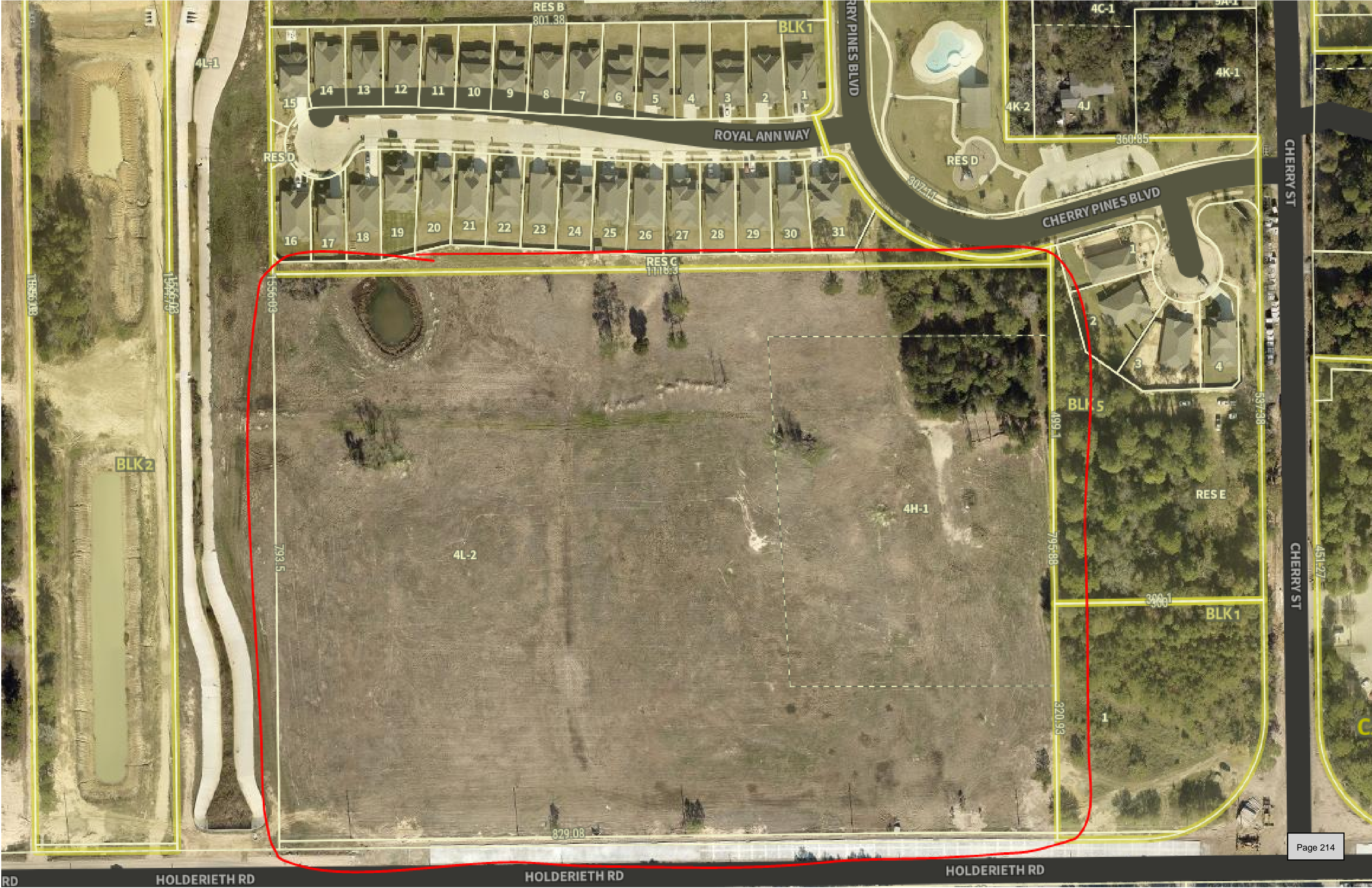
The easement is non-exclusive, so the land owner will be able to abide by Tomball's Tree Preservation requirements even if the buffer zone overlaps the easement - if the easement holder (or anybody) damages the trees then the land owner will be required to replace or mitigate for them per Tomball's requirements.

Hardship:

In this specific scenario, requiring the buffer zone to be adjacent to the easement, rather than adjacent to the property line, does not improve the effectiveness of the tree preservation ordinance. Therefore, imposing the Tree Preservation Provisions strictly as written is unnecessarily damaging the land owner and the value of the property.

Additional Notes:

Pending the viability of the project, IDV will be landscaping the property as part of their development. There are very few existing trees on the site, so IDV's development will significantly increase the number and total caliper of trees on the subject property.



OVERALL SITE PLAN

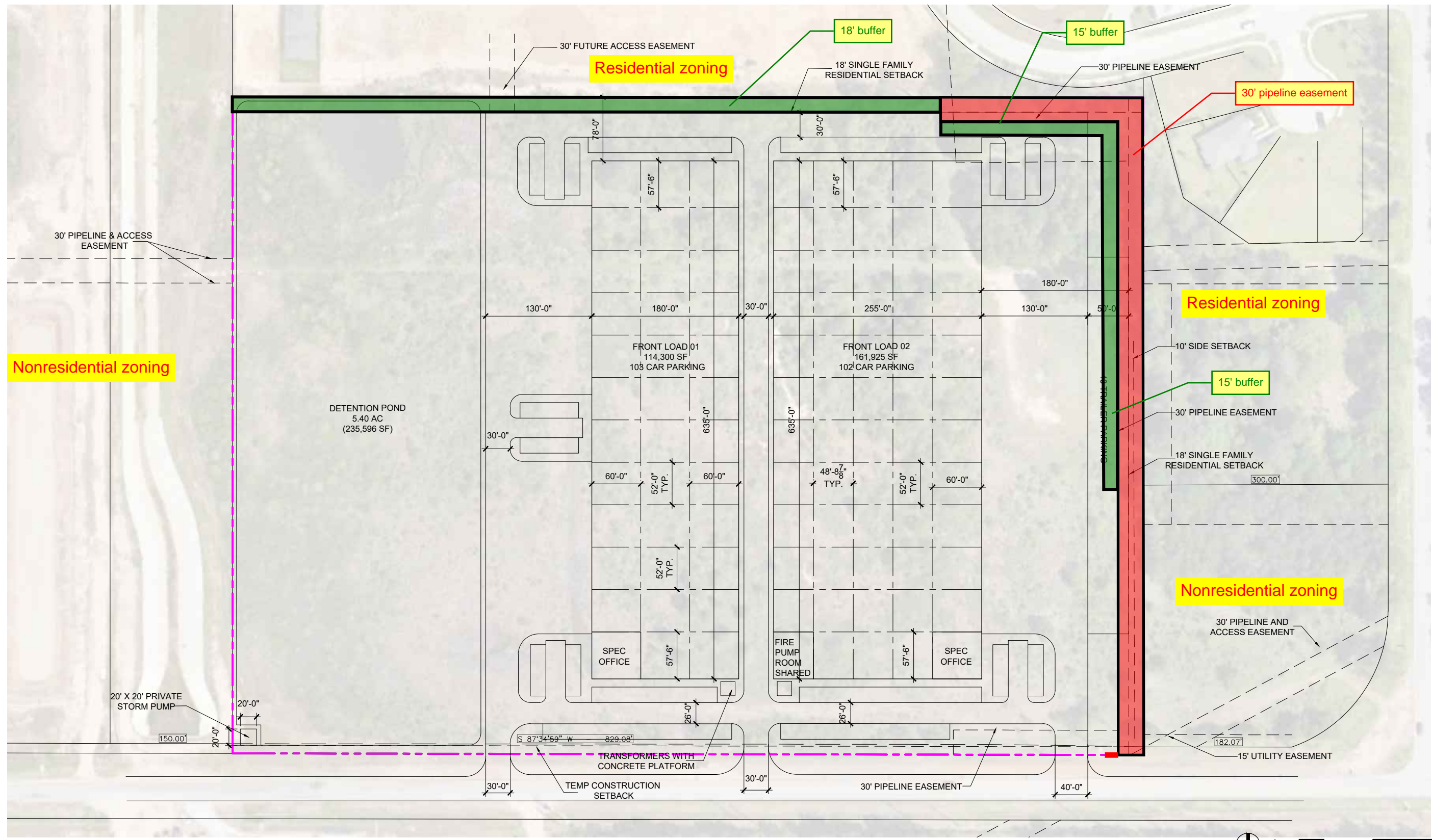
SITE AREA : +/- 20.6 AC (898,959 SF)

BUILDING AREA : +/- 276,225 SF

COVERAGE : 30.7 %

FRONT LOAD 01 PARKING : 103

FRONT LOAD 02 PARKING : 102



* PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. * BOUNDARY LINES AND EASEMENTS ARE PRELIMINARY & REQUIRE VERIFICATION - SURVEY NOT PROVIDED. * ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT/ ENTRY DESIGNS ARE FINALIZED. * RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES. * PRELIMINARY DETENTION CALCULATIONS. CALCULATIONS ARE SUBJECT TO CHANGE AND NEED TO BE CONFIRMED BY A LICENSED ENGINEER. *

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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

Approve a lease extension for one (1) year with Frank and Russell DeNina, for 3.547-acre tract, described as TR R10, Abstract 371 W. Hurd Survey, 0 Mechanic Street, for the daily worker’s site.

Background:

The City entered in a contract with Frank and Russell DeNina in 2000 for the property located on Mechanic Street. The property is used as a day labor site to provide a designated safe, and organized location for individuals seeking temporary employment opportunities. The site provides a controlled environment where workers and employers can meet and communicate.

The original contract term with Frank and Russell DeNina expired on December 31, 2023 and on February 20, 2023, City Council approved a two-year lease extension for the referenced property expiring on February 20, 2025. The agreed extension stipulated substantially the same terms in the original agreement but raised the not-to-exceed lease payment amount to \$7,000 annually based on the total ad valorem taxes.

Based on discussions with the property owner and City Council, staff is recommending approving a one-year lease extension with Frank and Russell DeNina for the property and leaving the not-to-exceed lease payment amount at \$7,000 annually.

Origination: Project Management

Recommendation:

Staff recommends approving a one-year lease extension with Frank and Russell DeNina for the property described as 0 Mechanic Street for the daily worker’s site.

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: #100-119-6329 _____

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

Signed Meagan Mageo
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated February 21, 2025

BETWEEN:

Frank DeNina and Russell DeNina

-AND-

The City of Tomball

Background

1. Frank DeNina and Russell DeNina and the City of Tomball (the "Parties") entered into a contract (the "Contract") dated April 1, 2017, for the purposes of the Lease of 3.547-acre tract of land.
2. The Parties desired to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").
3. This Agreement is the second amendment to the Contract, the first amendment is attached as Exhibit B.
4. References in this Agreement to the Contract are to the Contract as previously amended or varied, and attached as Exhibit A.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Amendments

The Contract is amended as follows:

1. Section 2 of the Contract is amended to extend the Contract one additional year, as permitted in Section 2.
2. Section 3 of the Contract is amended by increasing the annual lease payment to a not-to-exceed amount of \$7,000 annually.

No Other Changes

Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Contract remain unchanged and in full force and effect.

Governing Law

Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be constructed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the 30 ~~February~~ ^{JANUARY}, 2025.

Cheryl Nintz

Witness: Cheryl Nintz

Date: 01.30.25

Frank DeNina

Signed: Frank DeNina

Date: 1/30/2025

Attest: Tracylynn Garcia, City Secretary

Date: _____

Signed: David Esquivel, City Manager

Date: _____

COPY

EXHIBIT A

LEASE AGREEMENT

Sent 2 originals to
M. Maged for signature.

2/28/23 TJ

This Lease Agreement (the "Lease") is made and entered as of the 1st day of April, 2017, by and between Frank DeNina and Russell DeNina, individuals, whose principal address is 27100 Tomball Parkway, Tomball, TX 77375 ("Lessor"), and the City of Tomball, a home rule municipal corporation located in Harris County, Texas, having its City Hall located at 401 W. Market Street, Tomball, TX 77375 (the "City").

Whereas, Lessor is the owner of a certain 3.547 acre tract of land, more or less, located within the City of Tomball, Harris County, Texas; and

Whereas, the City desires to lease said 3.547 acre tract from Lessor for use by the City as a day worker's assembly and collection facility; and

Whereas, Lessor is willing to lease said 3.547 acre tract to the City subject to the terms and conditions contained herein; now therefore

For and in consideration of the mutual obligations and benefits to be derived hereunder, Lessor and the City do hereby agree as follows:

Section 1. Lessor agrees to lease to the City, and the City agrees to lease from Lessor, all of that certain 3.547 acre tract of land, more or less, located in the City of Tomball, Harris County, Texas, said 3.547 acre tract being more particularly described and depicted in Exhibit "A" attached hereto and for all things, made a part hereof (the "Property").

Section 2. The primary term of this lease shall be for a period of five (5) years, commencing on the effective date written above, which primary five (5) year term may be extended for an additional period of two (2) years (the "Renewal Term") upon effective notice thereof to Lessor not less than (90) days prior to the expiration of the Primary Term. Notwithstanding the foregoing, Lessor shall have the right at any time [REDACTED] to terminate this Lease, upon thirty (30) days advance written notice thereof. The City shall have the right, at any time, to terminate this lease upon thirty (30) days advance written notice thereof.

Section 3. The City shall pay to Lessor, as its annual lease payment, an amount that equals the total ad valorem taxes, not to exceed \$6,000 dollars, that may become due and payable on the Property during the Term or any Renewal Term hereof, including, but not limited to, ad valorem taxes levied by any school district, county, city, conservation reclamation district, hospital district, or any other lawfully constituted taxing unit for that year. Rental shall be due and payable on or before December 15 of each calendar year. For any year of the Primary Term or and Renewal Term that includes less than a full calendar year, the lease payment shall be prorated based upon the portion of the year during which this lease agreement is in effect. It is expressly recognized and agreed between Lessor and the City that the value of the leasehold interest being obtained by the City hereunder exceeds the rental as provided by this Section. The City agrees to cooperate with Lessor, at request of Lessor, with establishing a fair market value of such leasehold estate for the purpose of determining the value of the contribution made by Lessor to the City hereunder.

LEASE AGREEMENT

Section 4. The City shall be authorized to construct and place fixtures and other improvements on the Property as reasonably necessary to provide for the safe and healthful assemblage of day workers and employers. Such improvements may include, but shall not be limited to, perimeter fencing, lighting, portable water facilities, sanitary sewer facilities, including portable toilets, seating, designated vehicular and bicycle parking areas, and shelters. All such improvements constructed or placed on the Property shall be approved by Lessor, which approval shall not be unreasonably withheld.

Section 5. The City agrees to maintain the Property in accordance with the same standards applicable to maintenance of other similar properties of the City. At a minimum, such maintenance shall include regular policing of the grounds and trash removal. The City shall not use, or permit the use of, the Property in any manner that results in waste.

Section 6. The City agrees to maintain policies of liability insurance, insuring against personal injury property damage arising from use of the Property, such policies to provide coverage in amounts not less than those carried for other similar properties by the City. The City shall maintain such policies of insurance at all times during the Term or Renewal Term of this Lease.

Section 7. The City shall return the Property at the termination of the lease in a comparable condition to that which existed on the effective date hereof, normal wear and tear expected. Notwithstanding the foregoing, the City shall not be required to remove fixtures attached to the Property by the City during the Term hereof unless any such fixture shall constitute an attractive nuisance. The City shall not allow attractive nuisance to exist on the Property, nor shall the City return the Property to Lessor at the termination hereof with any attractive nuisance existing on the Property.

Section 8. The City shall be authorized to use the Property as a day laborer assembly and collection site and if agreed upon in writing by both the Lessor and the City for any other lawful municipal purposes.

Section 9. If the City defaults in performing any covenant or term of this Lease and does not correct the default within thirty (30) days after receipt of written notice from Lessor to the City to do so, the City shall be deemed in default hereunder and Lessor shall be entitled to terminate this Lease.

Section 10. Lessor warrants that they own the Property in fee simple.

Section 11. Lessor covenants that as long as the City pays the rental and other charges under this Lease and observes the covenants and terms of this Lease, the City will lawfully hold, occupy, and enjoy the Property during the lease Term and any Renewal Term hereof without being disturbed by Lessor or any person claiming under Lessor, except for any portion of the Property taken under the power of eminent domain. In the event of any such taking by eminent domain, the City shall be entitled to a

AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated February 21, 2023

BETWEEN:

Frank DeNina and Russell DeNina

-AND-

The City of Tomball

Background

1. Frank DeNina and Russell DeNina and the City of Tomball (the "Parties") entered into a contract (the "Contract") dated April 1, 2017, for the purpose of the Lease of 3.547-acre tract of land.
2. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").
3. This Agreement is the first amendment to the Contract.
4. References in this Agreement to the Contract are to the Contract as previously amended or varied, and attached as Exhibit A.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Amendments

The Contract is amended as follows:

1. Section 2 of the Contract is amended to extend the Contract two additional years, as permitted in Section 2.
2. Section 3 of the Contract is amended by increasing the annual lease payment to a not-to-exceed amount of \$7,000 annually.

No Other Changes

Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Contract remain unchanged and in full force and effect.

Governing Law

Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be constructed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the 1 day of ^{March} February 2023.

Meagan Mageo

Witness: Meagan Mageo

Date: 3/1/2023

Frank DeNina

Frank DeNina

Date: 3/1/23

Doris Speer

Attest: Doris Speer, City Secretary

Date: 2/20/2023

(SEAL)

David Esquivel

David Esquivel, City Manager

Date: 02/20/23

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 17, 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. 072 – Deliberations regarding Real Property
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney, City Secretary

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

David Esquivel, City Manager

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve the expenditure of greater than \$50,000 with Olson & Olson L.L.P, for legal services, the total not-to-exceed amount to \$150,000.00 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2024-2025 budget.

Background:

Th expenditure will cover ongoing legal services as outlined in the General Engagement letter with Olson & Olson L.L.P

This expenditure was allocated in the FY 2024-2025 budget.

Origination: City Secretary, Tracylynn Garcia

Recommendation:

The City Manager will be authorized to sign any necessary documents related to the expenditure, ensuring that all legal formalities are handled smoothly.

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

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: #100-118-6303

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

To Account: # _____

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



October 1, 2024

Via email: desquivel@tomballtx.gov

David Esquivel
City Manager
City of Tomball
401 Market Street
Tomball, Texas 77375

Re: Engagement of Olson & Olson, L.L.P. by the City of Tomball, Texas
for General Legal Services

Dear Mr. Esquivel:

Olson & Olson, L.L.P. (the “Firm”) would be pleased to represent and provide legal services to the City of Tomball, Texas (the “City”) under the terms and conditions set out in this engagement letter (the “General Engagement Letter”), and as may be further specified in connection with specific assignments that the City may make to the Firm.

The Firm agrees to provide legal services under the following general conditions which shall be applicable to any services the Firm provides to the City during the term of this General Engagement Letter. The legal services shall include, but are not limited to, the following:

- a. Attend City Council meetings;
- b. Prepare and review documents, including contracts, to be considered by City Council;
- c. Provide legal advice to the City on an ongoing basis, as required;
- d. Prepare deeds, easements, and other documents necessary for the City’s day-to-day business;
- e. Provide legal advice regarding personnel matters;
- f. Represent the City, City Council, and its employees in state and federal court cases and/or administrative proceedings; and
- g. Such other matters as City Council or the Mayor may request.

1. Fees for the Firm's Services.

The fees for the Firm's services will be determined by the actual time expended by our lawyers and other professional staff in providing such services. We will bill the City for such on an hourly basis at rates consistent with rates charged to other clients for similar services.

The hourly rates shall be as provided in **Exhibit A** attached, except to the extent different hourly rates are specified for a particular assignment in a separate assignment letter or a modification of the rates shown in Exhibit A is approved, in writing, by the City.

The Firm will bill the City monthly as the services are performed. The City will also be responsible for reimbursing the Firm for all reasonable and necessary expenses incurred by the Firm on the City's behalf, including fees for the services of court reporters, court filing fees, copying services, and similar expenses. The Firm will provide the City with a monthly invoice detailing the services performed and the expenses incurred. The City will be responsible for paying those invoices within 30 days of receipt.

The Firm will maintain contemporaneous records of the time devoted to the City's work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on the City's behalf, and other related matters. The Firm will record and bill time in units of one-tenth of an hour.

2. Professional Liability Insurance.

The Firm agrees to maintain professional liability insurance coverage, at all times, for the services it provides to the City under this General Engagement Letter detailed in **Exhibit B** attached hereto.

3. Termination.

The City may terminate this engagement at any time, and payment will only be required for services performed and expenses incurred prior to the date of termination. Provided, however, if the Firm is representing the City in litigation that is ongoing at the time of termination, termination shall not be effective until the City has designated another lawyer or law firm to replace the Firm, in representing the City's interests. Upon termination, the Firm will immediately

make its files on such matter available to the City or any other person that the City may designate.

4. Choice of law.

All rights and obligations arising under this General Engagement Letter shall be governed by the laws of the State of Texas, with venue in Harris County, Texas.

5. Cooperation and communication.

The Firm agrees it will keep the City fully advised of all significant developments and will provide the City such written reports on the status of the matters it is handling as may be requested by the City. The City agrees to cooperate fully with the Firm in connection with the Firm's provision of legal services, and to promptly provide all material information known or available to the City that is necessary to the Firm's legal representation of the City. The City agrees to keep the Firm informed on a timely basis of all developments relating to the representation that are or might be important. The City agrees to attend meetings, conferences and proceedings when it is reasonable to do so.

6. File retention policy.

The Firm will maintain its own files, including lawyer work product, pertaining to the representation of the City but it will remain the City's responsibility to maintain such originals or copies of documents as are necessary to meet the City's legal obligations and management needs. The Firm will, at the City's reasonable request, provide copies of any documents that it retains, to the extent such documents have not been discarded in accordance with the Firm's document retention policies.

7. Potential conflicts of interest.

The Firm is committed to the representation of the interests of local governmental entities and their officers and officials and does not believe conflicts are likely to arise. However, when considering whether to accept an assignment under this General Engagement Letter, the Firm will undertake reasonable efforts to determine whether there are any potential conflicts of interest that would bar its lawyers from representing the City and will decline the assignment if any conflicts are discovered.

8. Texas Lawyer's Creed and Attorney Complaint Information.

Attached as **Exhibit C** is a copy of the Texas Lawyers Creed. The Firm encourages its lawyers to practice law in a professional and responsible manner as outlined in the Creed.

A brochure entitled "Attorney Complaint Information" is available at our offices and upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900.

We trust that this proposal will be satisfactory to you. If so, please sign below and return to the undersigned. If you need any additional information, please notify us and we will provide it to you.

Sincerely,

OLSON & OLSON, L.L.P.



Loren B. Smith
Partner

ACCEPTED:

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

Date

ATTACHMENTS:

Exhibit A Hourly Rates
Exhibit B Liability Insurance Requirements
Exhibit C Texas Lawyer's Creed

EXHIBIT A

OLSON & OLSON, L.L.P. BILLING RATES

<u>Attorney</u>	<u>Rate</u>
Loren B. Smith	\$290/hr
Brandon Davis	\$290/hr
Allison S. Killian	\$290/hr
Charles Williams	\$290/hr
David W. Olson	\$275/hr
Justin Pruitt	\$275/hr
Paige Bailey	\$215/hr
Bridgette A. Begle	\$215/hr
Tommy Ramsey	\$215/hr
Paralegals	\$125/hr

EXHIBIT B

INSURANCE REQUIREMENTS

The firm shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the firm's liability as may arise directly or indirectly, from work performed under the terms of this Agreement. A current certificate of liability insurance will be submitted to the Purchasing Office.

Policy Requirements

The firm and all subcontractors performing work for it under this Agreement shall furnish a completed insurance certificate to the City prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

Professional Liability (Errors and Omissions): Coverage Amount \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

The City shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

- (a) The firm shall notify the City of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The firm shall provide a replacement Certificate of Insurance prior to such change or cancellation;
- (b) Provide for notice to the City at the address shown in this Agreement; and
- (c) The firm agrees to waive all of its officers, employees, agents, assigns, and successors' rights of subrogation against the City, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the Firm will provide a waiver of subrogation endorsement against the City.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY'S PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

EXHIBIT C

The Texas Lawyer's Creed

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.

EXHIBIT C

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous

EXHIBIT C

observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

EXHIBIT C

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

EXHIBIT C

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.